

Seller: Serrano Associates, LLC
APN: 121-160-03
Project#: 71328
Escrow#: 205-10785

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 **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, 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 utility easement for the benefit of El Dorado Irrigation District (EID), described and depicted in Exhibit “C” 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:

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” and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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2. JUST COMPENSATION

The just compensation for the Acquisition Properties are in the amount of **\$28,300.00 (Twenty-eight thousand Three-hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$28,300.00.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10785, 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 Grant Deed and Utility Easement Deed. 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 October 31, 2012, 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

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- E. All costs of executing and delivering the Grant Deed and Utility Easement Deed; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall grant the Acquisition Properties, free and clear of title defects, liens, and encumbrances that would render the Acquisition Properties unsuitable for its intended purpose, as 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 Acquisition Properties.

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 Acquisition Properties by the County or County's contractors or

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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, 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.

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 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.

9. 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.

10. REAL ESTATE BROKER

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

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Utility Easement Deed prior to the Close of Escrow, for delivery to the County and EID at Close of Escrow.

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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 and EID's Certificates of Acceptance to be attached to and recorded with the Grant Deed and Utility Easement Deed.

C. Escrow Holder shall:

- (i) Record the Grant Deed as described and depicted in Exhibit "B" and the exhibits thereto and the Utility Easement Deed as described and depicted in Exhibit "C" and the exhibits thereto, together with County's and EID's Certificates of Acceptance.
- (ii) Deliver the just compensation to Seller.

12. 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.

13. 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.

14. 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

Seller: Serrano Associates, LLC
APN: 121-160-03
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follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

SELLER: Serrano Associates, LLC
4525 Serrano Parkway
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
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

15. 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.

16. 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.

17. 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.

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18. 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.

19. 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.

20. 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.

21. CONSTRUCTION CONTRACT WORK

County or County's contractor will, at the time of construction, replace any existing landscape materials in-kind or install any erosion control materials as specified in the project contract documents, adjacent to the southerly boundary of the Property in the utility easement area. 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.

22. 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: 121-160-03) where necessary to perform the work as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described

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in Section 21, 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.

23. EFFECTIVE DATE

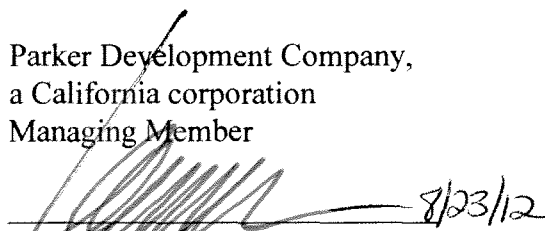
This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

24. 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.

**SELLER:
SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

By: Parker Development Company,
a California corporation
Its: Managing Member


By: William R. Parker, President 8/23/12

COUNTY OF EL DORADO

Date: _____

John R. Knight, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____

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 1, AS SHOWN ON THE PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON DECEMBER 29, 1995, IN BOOK 45, OF PARCEL MAPS, AT PAGE 87.

EXCEPTING THEREFROM ALL THAT PORTION DEEDED TO EL DORADO HILLS COUNTY WATER DISTRICT IN DEED RECORDED JULY 23, 2003 IN SERIES NO. 2003-0073936 OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

ALL THAT PROPERTY SITUATED IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING A PORTION OF LOT "R" AND LOT 6, OF "EL DORADO HILLS SPECIFIC PLAN UNIT NO. 1", FILED IN EL DORADO COUNTY RECORDS IN BOOK "H" OF MAPS AT PAGE 78 AND A PORTION OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP IN BOOK 45 AT PAGE 87, EL DORADO COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, BEING A POINT ON THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, AND BEING ALSO THE NORTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD, BEING ALSO THE WESTERLY LINE OF SAID LOT "R", NORTH 17 DEG 28' 21" WEST 353.62 FEET; THENCE LEAVING SAID WESTERLY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS NORTH 27 DEG 33' 05" EAST 35.37 FEET; THENCE NORTH 72 DEG 34' 32" EAST 60.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS NORTH 74 DEG 42' 26" EAST 5.54 FEET; THENCE NORTH 76 DEG 50' 21" EAST 129.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.50 FEET, THE CHORD OF WHICH BEARS SOUTH 60 DEG 19' 00" EAST 101.32 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID EL DORADO HILLS BOULEVARD, SOUTH 17 DEG 28' 21" EAST 407.09 FEET; THENCE SOUTH 72 DEG 31' 39" WEST 289.92 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, BEING ALSO THE EASTERLY LINE OF EL DORADO HILLS BOULEVARD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 17 DEG 28' 21" WEST 112.79 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE THE SURFACE OF SAID LAND AND REAL PROPERTY OR ANY PORTION THEREOF ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SUCH LAND AND REAL PROPERTY FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THE DEEDS FROM EL DORADO HILLS INVESTORS, LTD., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED OCTOBER 23, 1989, IN BOOK 3227 OF OFFICIAL RECORDS, AT PAGES 279 AND 303.

A.P.N. 121-160-03-100

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
CT#
APN 121-160-03

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

Above Section for Recorder's Use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, 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 addition, the Grantor hereby GRANT(s) to the COUNTY OF EL DORADO, the release and relinquishment of any and all abutter's rights including access rights, appurtenant to the above described property, in and to the adjacent State highway right of way, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This conveyance is made for the purpose of establishing said State highway by the grantee as a freeway and it is agreed that the grantor's above described property shall have no access thereto.

The grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the State highway right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said right of way.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this _____ day of _____, 2012.

GRANTOR:
SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company,
a California corporation
Its: Managing Member

By: William R. Parker, President

EXHIBIT "A"

APN 121-160-03

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1, as shown on the map titled "PARCEL MAP", filed in Book 45 of Parcel Maps, at Page 87, El Dorado County Records, more particularly described as follows:

FEE

All that portion of said property lying southerly and easterly of the following described line:

Commencing at a 3/4" iron pipe with cap, stamped "RCE 20462-1989" on the northerly Right-of-Way line of State Route 50, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records, which bears from a 3/4" iron pipe with cap, stamped "RCE 20462-1989", marking the most southerly corner of last said PARCEL 1, along last said northerly Right-of-Way line, North 70°36'13" East 64.84 feet; thence along last said northerly Right-of-Way line, North 68°14'08" East 418.89 feet to the **Point of Beginning**; thence leaving last said northerly Right-of-Way line, North 38°14'08" East 28.84 feet; thence North 66°24'43" East 550.00 feet; thence South 83°35'17" East 49.95 feet to last said northerly Right-of-Way line and the **Point of Termination**, from which point a 3/4" iron pipe with cap, stamped "RCE 20462-1989", as shown on said PARCEL MAP, bears the following two courses:

- 1) along last said northerly Right-of-Way line, North 66°16'23" East 169.34 feet to the easterly line of last said PARCEL 1 and
- 2) along last said easterly line, North 15°26'22" West 256.38 feet.

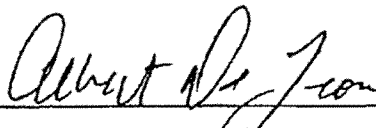
Containing 12,791 square feet or 0.29 acres, more or less.

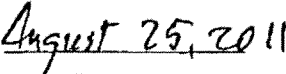
See Exhibit "B", attached hereto and made a part hereof.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to grantor's remaining property, in and to said freeway.

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


Date

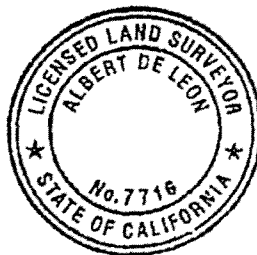
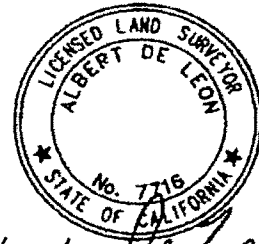


EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ┆┆┆ ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL



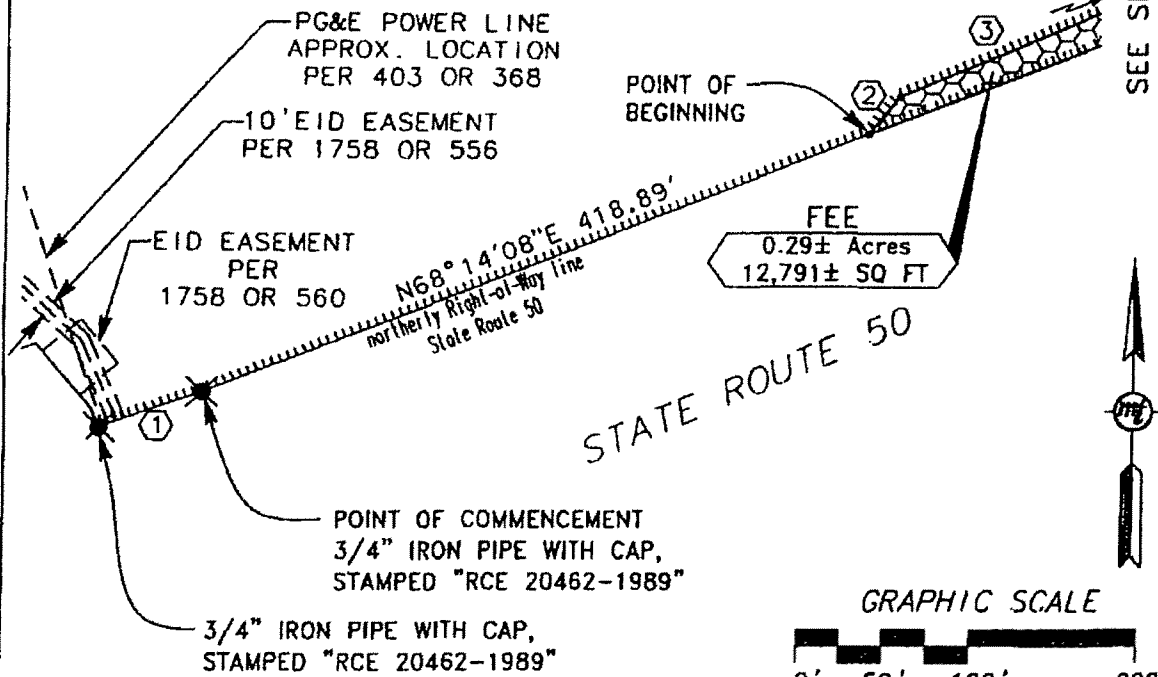
Albert De Leon
August 25, 2011


SERRANO ASSOCIATES, LLC

APN 121-160-03
45 PM 87
PARCEL 1

LINE TABLE

①	N70°36'13"E	64.84'
②	N38°14'08"E	28.84'
③	N66°24'43"E	550.00'





DWG. BY RPM	SCALE
CK. BY MJS	1"=100'

EXHIBIT "B"
APN 121-160-03
IN THE COUNTY OF EL DORADO
STATE OF CALIFORNIA

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

EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ┆┆┆ ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

LINE TABLE

④ S83°35'17"E 49.95'

SERRANO ASSOCIATES, LLC
 APN 121-160-03
 45 PM 87
 PARCEL 1

FEE
 0.29± Acres
 12,791± SQ FT

3/4" IRON PIPE WITH CAP,
 STAMPED "RCE 20462-1989"

APN 121-120-22
 25 RS 148
 TRACT 2

N15°25'22"W 256.38'
 existing line of PARCEL 1

N66°16'23"E
 169.34'

N66°24'43"E 550.00'

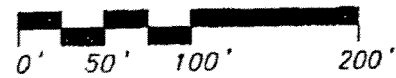
POINT OF TERMINATION

STATE ROUTE 50

SEE SHEET 1



GRAPHIC SCALE



SHEET 2 OF 2



DWG. BY RPM
 CK. BY MJS

SCALE
 1"=100'

EXHIBIT "B"
 APN 121-160-03
 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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2012 from **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, 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 _____ day of _____, 2012.

COUNTY OF EL DORADO

By: _____
John R. Knight, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Recording Requested By, & When Recorded

Mail to: El Dorado Irrigation District
c/o Jim Hilton
2890 Mosquito Road
Placerville, CA 95667

Documentary Transfer Tax \$_____ RTT 11922
___ Computed on full value of property conveyed
___ Or computed on full value less liens and
encumbrances remaining at time of sale.

EID _____
Signature of declarant of agent determining tax
Permission to use pipeline from Grantor

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

Parcel No.: APN 121-160-03

For Recorder's Use Only

GRANT OF EASEMENT

SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called GRANTOR, does hereby grant to the **EL DORADO IRRIGATION DISTRICT**, its successors and assigns, hereinafter called GRANTEE, permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **RECYCLED WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" and "B"

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved by Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

The Grantee agrees that other public utilities such as storm sewer, telephone lines, gas, and electric lines, may be installed in the above described easement as long as they do not interfere with the Grantee's rights herein granted. All public utilities, crossing the easement herein granted, must cross at right angles, where feasible, and any and all of said utilities which parallel the Grantee's facilities will not be permitted within four feet of said Grantee facilities, or as otherwise approved by Grantee. All surface and sub-surface uses of the easement shall be approved in writing by the Grantee prior to installation.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name this ____ day of _____, 2012.

SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Parker Development Company,
a California corporation
Its: Managing Member

By: William R. Parker, President

- **NOTARY ACKNOWLEDGEMENT ATTACHED** -

EXHIBIT "A"

APN 121-160-03

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1, as shown on the map titled "PARCEL MAP", filed in Book 45 of Parcel Maps, at Page 87, El Dorado County Records, more particularly described as follows:

EID EASEMENT

All that portion of said property lying 20' northerly and contiguous with the following described line:

Commencing at a 3/4" iron pipe with cap, stamped "RCE 20462-1989" on the northerly Right-of-Way line of State Route 50, marking the most southerly corner of last said PARCEL 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along last said northerly Right-of-Way line, North 70°36'13" East 16.33 feet, to the easterly line of the GRANT OF EASEMENT to El Dorado Irrigation District, recorded in Book 1758, at Page 556, Official Records of El Dorado County and the **Point of Beginning**; thence continuing along last said northerly Right-of-Way line the following two (2) courses:

- 1) North 70°36'13" East 48.51 feet to a 3/4" iron pipe with cap, stamped "RCE 20462-1989" on the northerly Right-of-Way line of State Route 50, as shown on last said RECORD OF SURVEY and
- 2) North 68°14'08" East 418.89 feet;

thence leaving last said northerly Right-of-Way line, North 38°14'08" East 28.84 feet; thence North 66°24'43" East 550.00 feet; thence South 83°35'17" East 49.95 feet to last said northerly Right-of-Way line; thence along last said northerly Right-of-Way line, North

66°16'23" East 169.34 feet to the easterly line of last said PARCEL 1 and the **Point of Termination**, from which point a 3/4" iron pipe with cap, stamped "RCE 20462-1989", as shown on last said PARCEL MAP, bears along last said easterly line, North 15°26'22" West 256.38 feet.

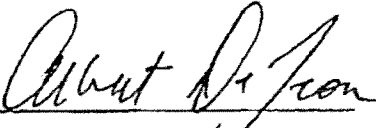
Containing 25,339 square feet or 0.58 acres, more or less.

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

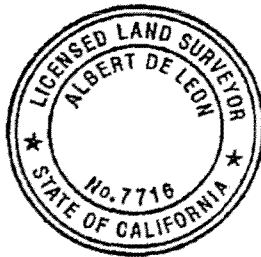
The sidelines of said strip shall be lengthened or shortened to terminate on the easterly line of said GRANT OF EASEMENT to El Dorado Irrigation District or the easterly line of last said PARCEL 1.

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

August 25, 2011
Date



LEGEND

- PROPOSED & EXISTING
- ||| ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

EXHIBIT "B"



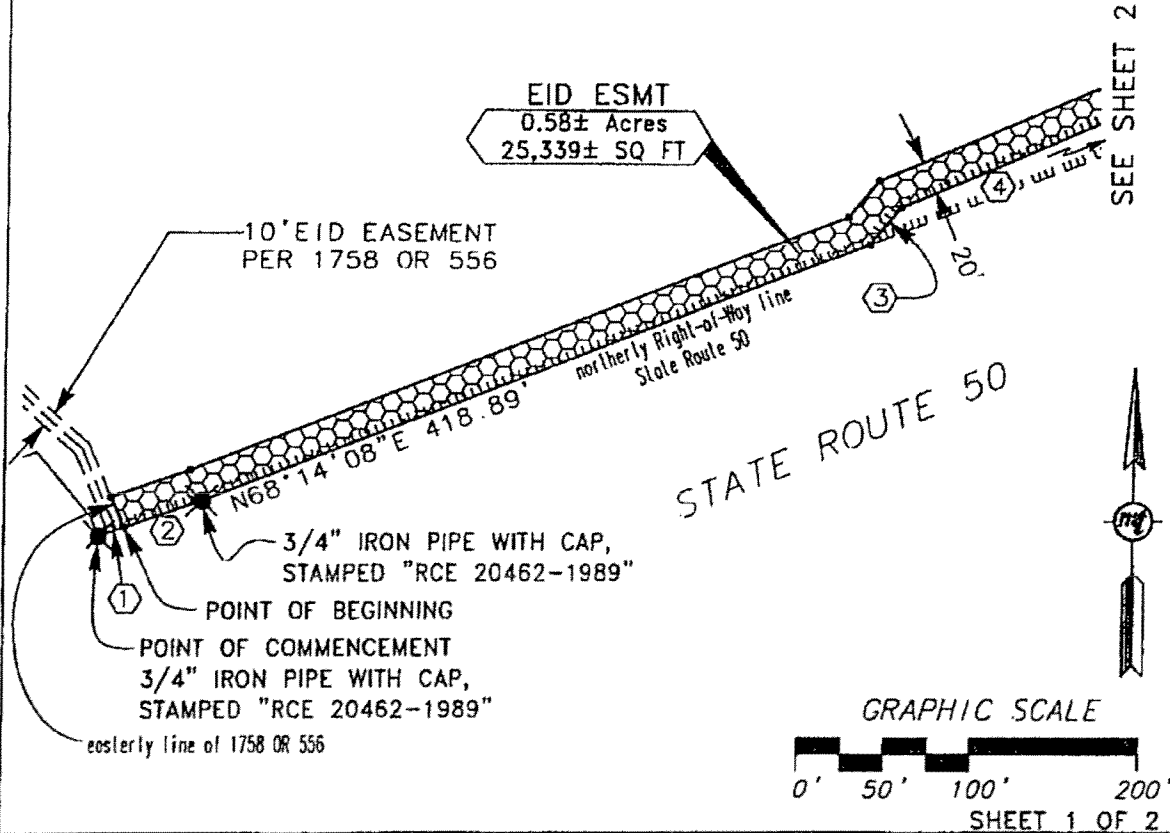
Albert de Leon
August 25, 2011

LINE TABLE

①	N70°36'13"E	16.33'
②	N70°36'13"E	48.51'
③	N38°14'08"E	28.84'
④	N66°24'43"E	550.00'

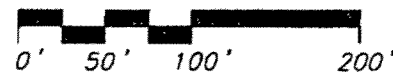
SERRANO ASSOCIATES, LLC

APN 121-160-03
45 PM 87
PARCEL 1



SEE SHEET 2

GRAPHIC SCALE



SHEET 1 OF 2



DWG. BY RPM
CK. BY MJS

SCALE
1"=100'

EXHIBIT "B"
APN 121-160-03
IN THE COUNTY OF EL DORADO
STATE OF CALIFORNIA

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

EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ┆┆┆ ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT
- TYPICAL

SERRANO ASSOCIATES, LLC

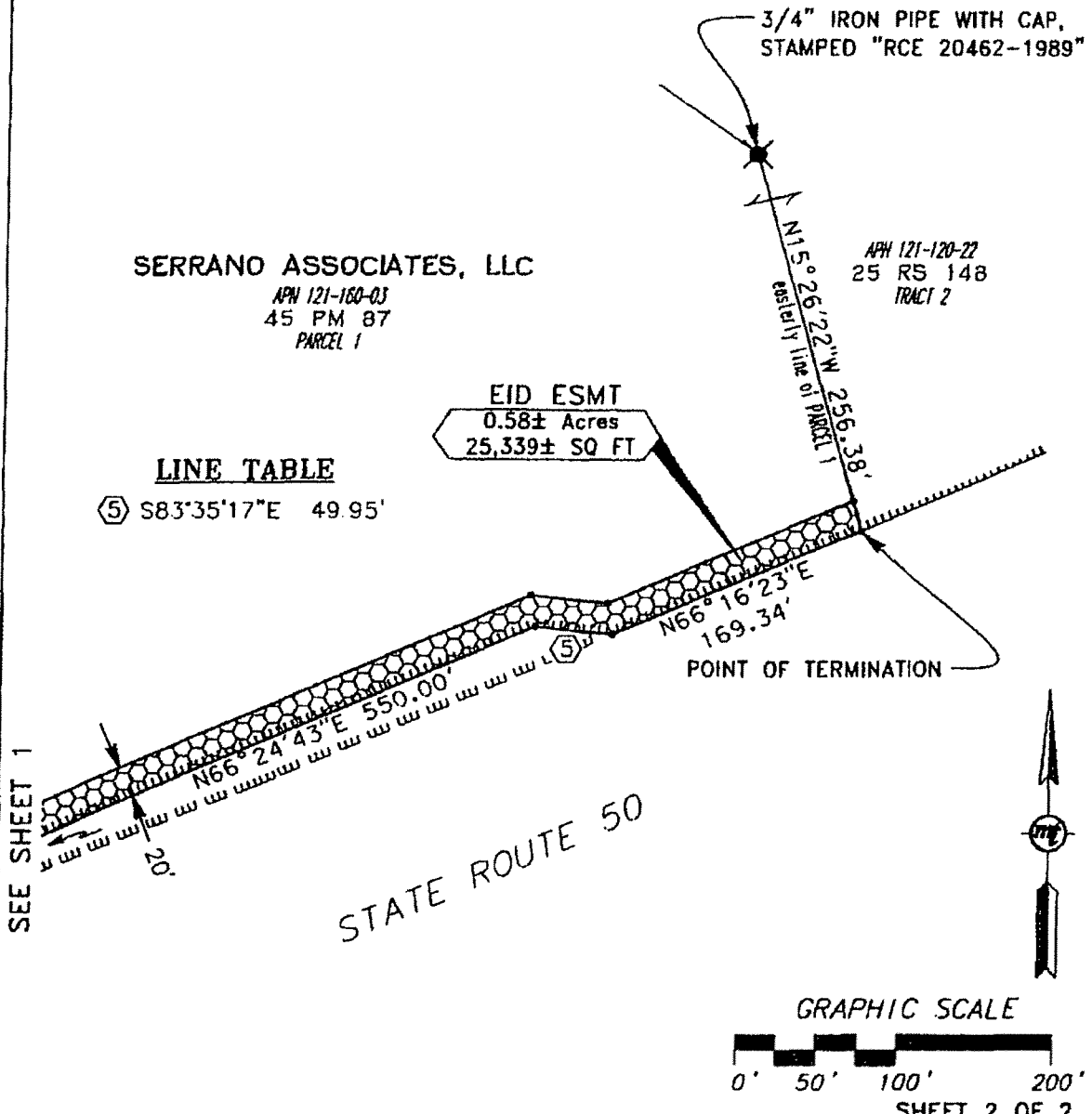
APN 121-160-03
45 PM 87
PARCEL 1

APN 121-120-22
25 RS 148
TRACT 2

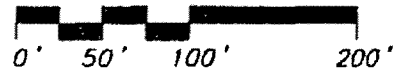
EID ESMT
0.58± Acres
25,339± SQ FT

LINE TABLE

⑤ S83°35'17"E 49.95'



GRAPHIC SCALE



SHEET 2 OF 2



EXHIBIT "B"
APN 121-160-03
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	SCALE
CK. BY MJS	1"=100'

CERTIFICATE OF ACCEPTANCE
(California Government Code §27281)

This is to certify that the interest in real property conveyed by the Grant of Easement dated _____, 2012, from **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (APN: 121-160-03)** to El Dorado Irrigation District, a special district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the El Dorado Irrigation District pursuant to the authority conferred by Resolution No. 2010-019 of the Board of Directors of El Dorado Irrigation District adopted on April 12, 2010, and grantee consents to recordation thereof by its duly authorized officer.

Date: _____

By: _____

Real Estate Program Administrator

ATTEST:

Jennifer Sullivan
Clerk to the Board
El Dorado Irrigation District

(SEAL)

APPROVED AS TO FORM:

Thomas D. Cumpston
General Counsel

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
CT#
APN 121-160-03

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

Above Section for Recorder's Use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, 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 addition, the Grantor hereby GRANT(s) to the COUNTY OF EL DORADO, the release and relinquishment of any and all abutter's rights including access rights, appurtenant to the above described property, in and to the adjacent State highway right of way, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This conveyance is made for the purpose of establishing said State highway by the grantee as a freeway and it is agreed that the grantor's above described property shall have no access thereto.

The grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the State highway right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said right of way.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this _____ day of _____, 2012.

GRANTOR:

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company,
a California corporation
Its: Managing Member

By: William R. Parker, President

EXHIBIT "A"

APN 121-160-03

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1, as shown on the map titled "PARCEL MAP", filed in Book 45 of Parcel Maps, at Page 87, El Dorado County Records, more particularly described as follows:

FEE

All that portion of said property lying southerly and easterly of the following described line:

Commencing at a 3/4" iron pipe with cap, stamped "RCE 20462-1989" on the northerly Right-of-Way line of State Route 50, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records, which bears from a 3/4" iron pipe with cap, stamped "RCE 20462-1989", marking the most southerly corner of last said PARCEL 1, along last said northerly Right-of-Way line, North 70°36'13" East 64.84 feet; thence along last said northerly Right-of-Way line, North 68°14'08" East 418.89 feet to the **Point of Beginning**; thence leaving last said northerly Right-of-Way line, North 38°14'08" East 28.84 feet; thence North 66°24'43" East 550.00 feet; thence South 83°35'17" East 49.95 feet to last said northerly Right-of-Way line and the **Point of Termination**, from which point a 3/4" iron pipe with cap, stamped "RCE 20462-1989", as shown on said PARCEL MAP, bears the following two courses:

- 1) along last said northerly Right-of-Way line, North 66°16'23" East 169.34 feet to the easterly line of last said PARCEL 1 and
- 2) along last said easterly line, North 15°26'22" West 256.38 feet.


Containing 12,791 square feet or 0.29 acres, more or less.

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

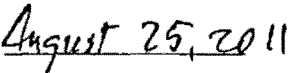
This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to grantor's remaining property, in and to said freeway.

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



Date



EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ┆┆┆ ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL



Albert De Leon
August 25, 2011

SERRANO ASSOCIATES, LLC

APH 121-160-03
45 PM 87
PARCEL 1

LINE TABLE

①	N70°36'13"E	64.84'
②	N38°14'08"E	28.84'
③	N66°24'43"E	550.00'

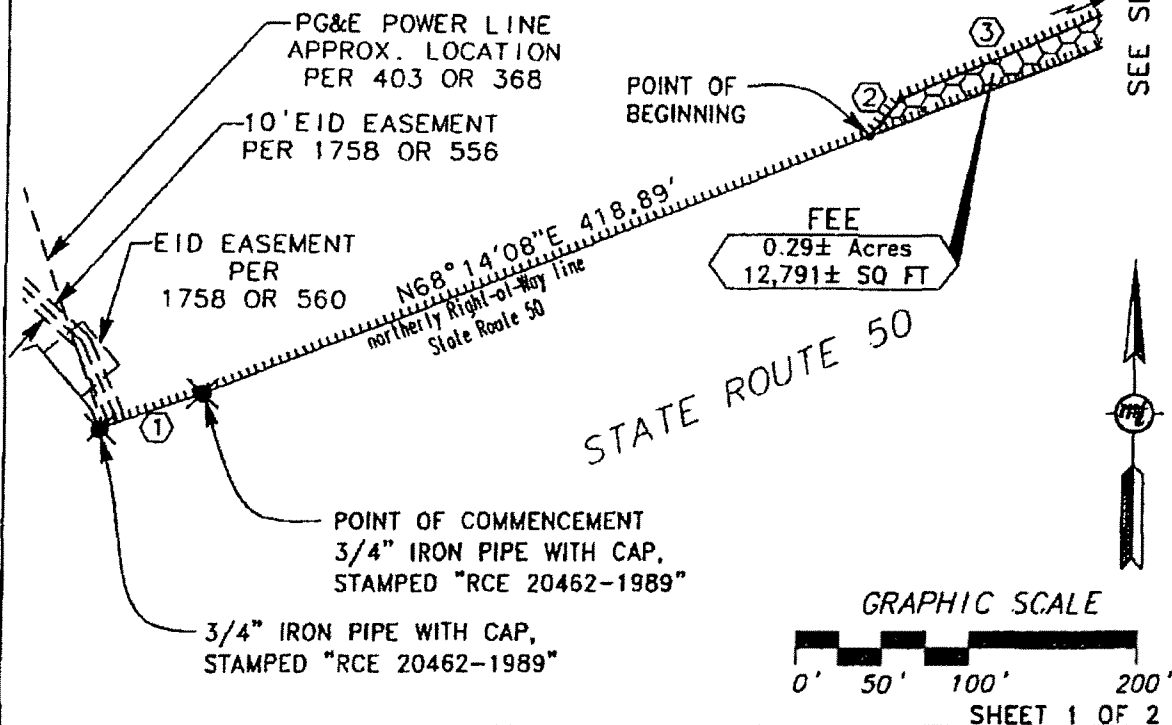


	EXHIBIT "B" APN 121-160-03 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	DWG. BY RPM CK. BY MJS	SCALE 1"=100'	

EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ||| ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

LINE TABLE

④ SB83°35'17"E 49 95'

SERRANO ASSOCIATES, LLC

APN 121-160-03
45 PM 87
PARCEL 1

APN 121-120-22
25 RS 148
TRACT 2

FEE

0.29± Acres
12,791± SQ FT

N66°16'23"E
169.34'

N15°26'22"W 256.38'
eastern line of PARCEL 1

N66°24'43"E 550.00'

POINT OF TERMINATION

STATE ROUTE 50

SEE SHEET 1



GRAPHIC SCALE



SHEET 2 OF 2



EXHIBIT "B"
APN 121-160-03
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

CERTIFICATE OF ACCEPTANCE

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

_____, 2012 from **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, 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 _____ day of _____, 2012.

COUNTY OF EL DORADO

By: _____
John R. Knight, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Recording Requested By, & When Recorded
Mail to: El Dorado Irrigation District
c/o Jim Hilton
2890 Mosquito Road
Placerville, CA 95667

Documentary Transfer Tax \$_____ RTT 11922
___ Computed on full value of property conveyed
___ Or computed on full value less liens and
encumbrances remaining at time of sale.

EID _____
Signature of declarant of agent determining tax
Permission to use pipeline from Grantor

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

Parcel No.: APN 121-160-03

For Recorder's Use Only

GRANT OF EASEMENT

SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called GRANTOR, does hereby grant to the **EL DORADO IRRIGATION DISTRICT**, its successors and assigns, hereinafter called GRANTEE, permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **RECYCLED WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" and "B"

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved by Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

The Grantee agrees that other public utilities such as storm sewer, telephone lines, gas, and electric lines, may be installed in the above described easement as long as they do not interfere with the Grantee's rights herein granted. All public utilities, crossing the easement herein granted, must cross at right angles, where feasible, and any and all of said utilities which parallel the Grantee's facilities will not be permitted within four feet of said Grantee facilities, or as otherwise approved by Grantee. All surface and sub-surface uses of the easement shall be approved in writing by the Grantee prior to installation.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name this ____ day of _____, 2012.

SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Parker Development Company,
a California corporation
Its: Managing Member

By: William R. Parker, President

- ***NOTARY ACKNOWLEDGEMENT ATTACHED*** -

EXHIBIT "A"

APN 121-160-03

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1, as shown on the map titled "PARCEL MAP", filed in Book 45 of Parcel Maps, at Page 87, El Dorado County Records, more particularly described as follows:

EID EASEMENT

All that portion of said property lying 20' northerly and contiguous with the following described line:

Commencing at a 3/4" iron pipe with cap, stamped "RCE 20462-1989" on the northerly Right-of-Way line of State Route 50, marking the most southerly corner of last said PARCEL 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along last said northerly Right-of-Way line, North 70°36'13" East 16.33 feet, to the easterly line of the GRANT OF EASEMENT to El Dorado Irrigation District, recorded in Book 1758, at Page 556, Official Records of El Dorado County and the **Point of Beginning**; thence continuing along last said northerly Right-of-Way line the following two (2) courses:

- 1) North 70°36'13" East 48.51 feet to a 3/4" iron pipe with cap, stamped "RCE 20462-1989" on the northerly Right-of-Way line of State Route 50, as shown on last said RECORD OF SURVEY and
- 2) North 68°14'08" East 418.89 feet;

thence leaving last said northerly Right-of-Way line, North 38°14'08" East 28.84 feet; thence North 66°24'43" East 550.00 feet; thence South 83°35'17" East 49.95 feet to last said northerly Right-of-Way line; thence along last said northerly Right-of-Way line, North

66°16'23" East 169.34 feet to the easterly line of last said PARCEL 1 and the **Point of Termination**, from which point a 3/4" iron pipe with cap, stamped "RCE 20462-1989", as shown on last said PARCEL MAP, bears along last said easterly line, North 15°26'22" West 256.38 feet.

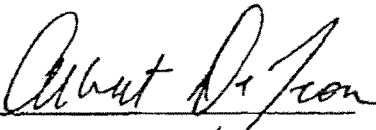
Containing 25,339 square feet or 0.58 acres, more or less.

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

The sidelines of said strip shall be lengthened or shortened to terminate on the easterly line of said GRANT OF EASEMENT to El Dorado Irrigation District or the easterly line of last said PARCEL 1.

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.

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

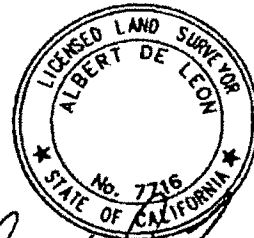
August 25, 2011
Date



LEGEND

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

EXHIBIT "B"



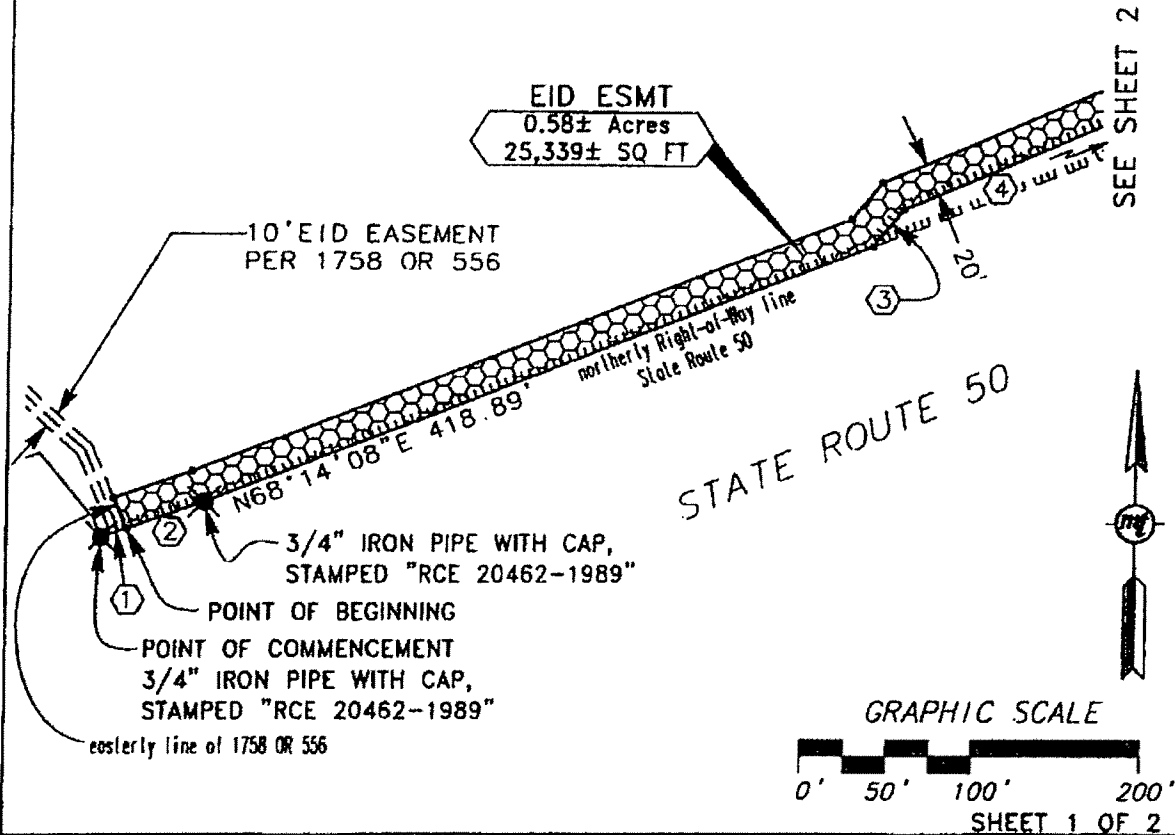
Albert de Leon
August 25, 2011

LINE TABLE

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SERRANO ASSOCIATES, LLC

APN 121-160-03
45 PM 87
PARCEL 1



DWG. BY RPM
CK. BY MJS

SCALE
1"=100'

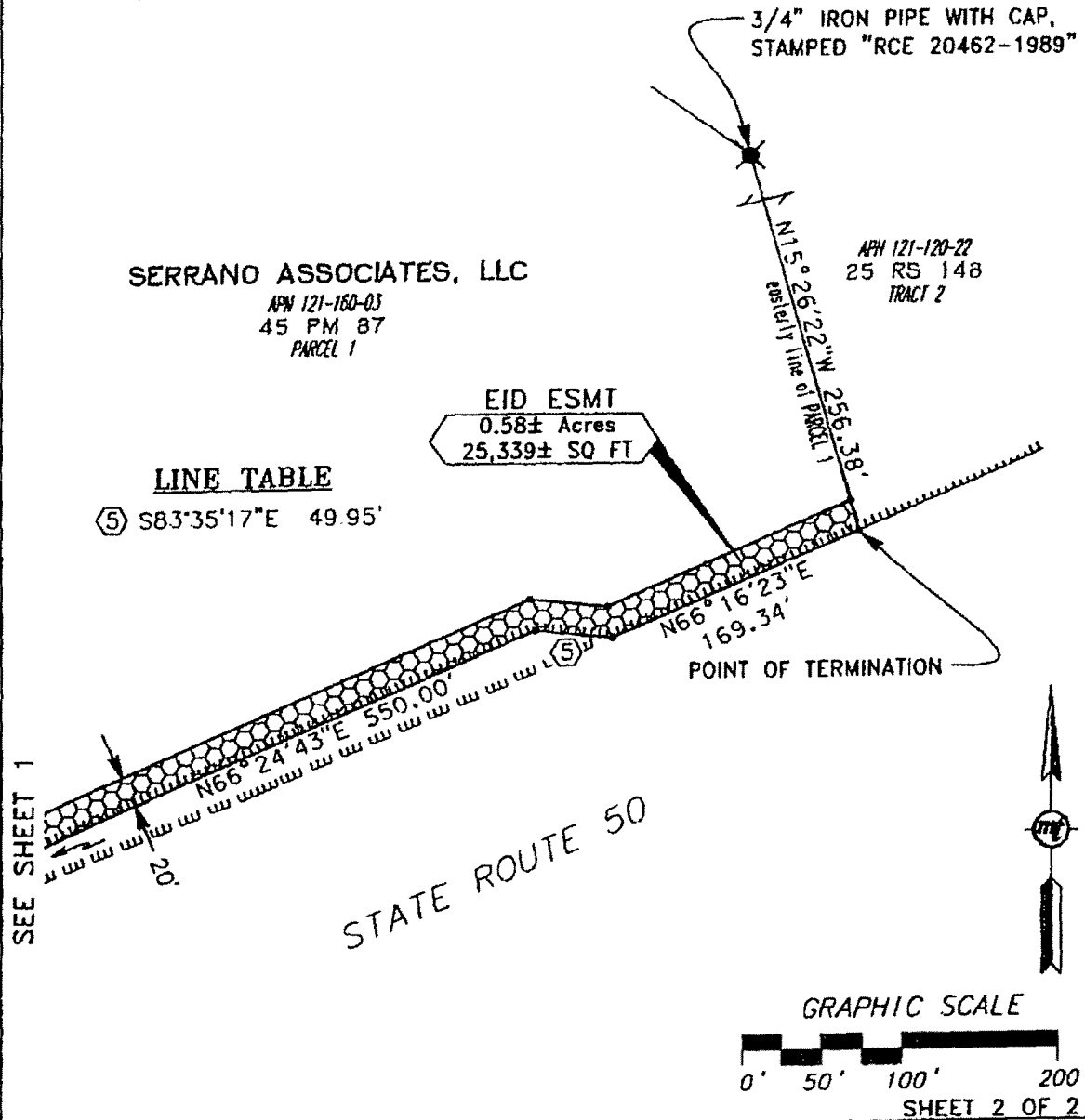
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APN 121-160-03
IN THE COUNTY OF EL DORADO
STATE OF CALIFORNIA

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

EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL



DWG. BY RPM	SCALE
CK. BY MJS	1"=100'

EXHIBIT "B"
APN 121-160-03
IN THE COUNTY OF EL DORADO
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Mark Thomas & Co., Inc.
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Sacramento, CA 95826
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CERTIFICATE OF ACCEPTANCE
(California Government Code §27281)

This is to certify that the interest in real property conveyed by the Grant of Easement dated _____, 2012, from **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (APN: 121-160-03)** to El Dorado Irrigation District, a special district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the El Dorado Irrigation District pursuant to the authority conferred by Resolution No. 2010-019 of the Board of Directors of El Dorado Irrigation District adopted on April 12, 2010, and grantee consents to recordation thereof by its duly authorized officer.

Date: _____

By: _____

Real Estate Program Administrator

ATTEST:

Jennifer Sullivan
Clerk to the Board
El Dorado Irrigation District

(SEAL)

APPROVED AS TO FORM:

Thomas D. Cumpston
General Counsel