

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

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 FLYERS ENERGY, LLC, A CALIFORNIA 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 Temporary Construction 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 **\$1,439.64 for a Temporary Construction Easement rounded to a total of \$1,500.00 (One-Thousand Five-Hundred-**

Seller’s Initials 

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Dollars, exactly). Seller and County hereby acknowledge that the fair market value of the Easement is \$1,500.00.

3. ESCROW

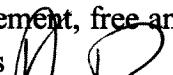
The acquisition of the Easement shall be consummated by means of Escrow No. 205-14085 for APN 071-080-07, which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. This Agreement shall, to the extent possible, act 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 March 15, 2013, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

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

5. TITLE

Seller shall, by Grant of Temporary Construction Easement, grant to County the Easement, free and
Seller's Initials 

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clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

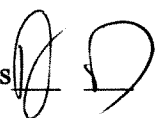
6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers 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 all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. 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.



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8. 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 to the Northside School Class I Bike Path Phase 1 Project #72304 (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.

9. WAIVER OF AND RELEASE OF CLAIMS

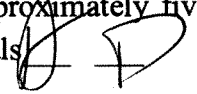
This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Easement is conveyed and purchased, and Seller hereby waive any and all claims of Seller relating to said project that may exist on the date of this Agreement.

10. 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:

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed bike improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater will be removed, cut and placed within the new property line for Seller to use as firewood.

- C. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five



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feet past top of cut of slope, where applicable.

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.

11. 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 071-080-07) where necessary to perform the replacement and/or reconstruction as described in Section 10 of this Agreement. Seller understands and agrees that after completion of the work described in Section 10, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

12. COUNTERPARTS

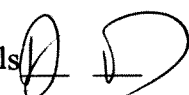
This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13. REAL ESTATE BROKER

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

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

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

Seller's Initials 

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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 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.

15. TIME IS OF THE ESSENCE

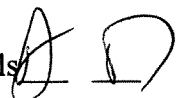
Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing, signed by County and Seller.

16. BEST EFFORTS

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

17. NOTICES

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



Seller: FLYERS
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SELLER: FLYERS ENERGY, LLC
Attn: Rick Teske, General Manager
2360 Lindbergh St.
Auburn, CA 95602

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

18. BINDING EFFECT

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

19. GOVERNING LAW

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

20. HEADINGS

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

21. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

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22. ATTORNEY'S FEES

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

23. LEASE WARRANTY PROVISION

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

24. 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.

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.

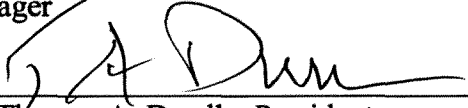


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SELLER: FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY


FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: 12/21/12

By: 
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: 12/21/12

By: 
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: _____

By: _____
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: _____

By: _____
Walter A. Dwelle, General Partner


COUNTY OF EL DORADO:

Date: _____

By: _____, Chair
Board of Supervisors

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Seller's Initials 

**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 ONE:

BEGINNING AT A POST FROM WHICH THE QUARTER SECTION CORNER COMMON TO SECTIONS 18 AND 19, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. BEARS SOUTH 22-3/4 DEG WEST 13.31 CHAINS DISTANT AND THE NORTHEAST CORNER OF A.E. BROWN'S LOT BEARS SOUTH 86-1/3 DEG WEST 47 LINKS DISTANT AND RUNNING THENCE NORTH 86 DEG 20' EAST 6.54 CHAINS TO POST NEAR THE JUNCTION OF ROADS SOUTHEASTERLY FROM THE CAVE VALLEY SCHOOL HOUSE; THENCE ALONG THE WEST SIDE OF ROAD PAST SAID SCHOOL HOUSE NORTH 60 DEG WEST 7.64 CHAINS TO A POST; THENCE SOUTH 1-1/2 DEGREES EAST 4.37 CHAINS TO THE PLACER OF BEGINNING. BEING A PART OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M.

PARCEL TWO:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED A 1 INCH DIAMETER CAPED IRON PIPE, FROM WHICH THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. BEARS SOUTH 71 DEG 35' 40" WEST 3271.20 FEET; THENCE FROM THE POINT OF BEGINNING, NORTH 56 DEG 29' EAST 182.70 FEET TO THE NORTHWEST CORNER THEREOF, A 3/4 INCH DIAMETER CAPED IRON PIPE; THENCE SOUTH 68 DEG 45' EAST 161.96 FEET TO THE NORTHEAST CORNER THEREOF, A SIMILAR PIPE; THENCE SOUTH 24 DEG 23' EAST 323.21 FEET TO A 1 INCH DIAMETER CAPED IRON PIPE AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 60 DEG 00' WEST 504.24 FEET TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEARS SOUTH 49 DEG 37' 13" WEST 1394.98 FEET, SAID POINT IS ALSO DISTANT 50 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "B"665+84.43 E.E. OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY FROM 3/4 MILE WEST OF GEORGETOWN TO COOL, ROAD III-ED-93-B; THENCE FROM SAID POINT OF BEGINNING SOUTH 80 DEG 12' 50" WEST 598.55 FEET TO A POINT DISTANT 50 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM SAID BASE LINE AT ENGINEER'S STATION "B"671+82.98 P.O.T. OF THE AFORESAID SURVEY.

PARCEL NO. THREE:

THAT PORTION OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. LYING NORTH OF CALIFORNIA HIGHWAY NO. 93 (GEORGETOWN TO COOL) AND EAST OF CALIFORNIA HIGHWAY NO. 49, AS SAID HIGHWAY EXISTED ON APRIL OF 1960 AND WEST OF THE NORTHWEST LINE OF PARCEL 1 HEREINABOVE DESCRIBED AND SOUTH OF THE

EXHIBIT "A"
LEGAL DESCRIPTION continued

**FOLLOWING DESCRIBED LINE; BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1
HEREINABOVE DESCRIBED SAID POINT BEING ON THE SOUTH LINE OF A PRIVATE ROAD;
THENCE NORTH 69 DEG 34' 30" WEST 215.34 FEET TO THE EAST LINE OF CALIFORNIA
HIGHWAY NO. 49.**

**SAVING AND EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE AS CONVEYED TO THE STATE OF
CALIFORNIA BY DEED RECORDED JULY 14, 1961 IN BOOK 577 AT PAGE 377 OFFICIAL
RECORDS OF EL DORADO COUNTY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT FROM WHICH THE NORTH QUARTER CORNER OF SECTION 19,
TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B. & M. BEARS SOUTH 07 DEG 11' 31" WEST
1778.50 FEET, SAID POINT IS ALSO DISTANT 50.00 FEET EASTERLY MEASURED AT
RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "A" 90+60.01 P.O.T. OF
THE DEPARTMENT OF PUBLIC WORKS' SURVEY BETWEEN COOL AND HASTINGS CREEK, ROAD
III-ED-65-A; THENCE FROM SAID POINT OF BEGINNING SOUTH 04 DEG 43' 55" WEST
245.63 FEET, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2950 FEET,
THROUGH AN ANGLE OF 9 DEG 41' 37" AN ARC DISTANCE OF 499.10 FEET (THE CHORD
OF WHICH CURVE BEARS SOUTH 00 DEG 06' 53" EAST 498.50 FEET); THENCE SOUTH 10
DEG 07' 32" EAST 221.67 FEET TO A POINT ON THE NORTH LINE OF STATE ROUTE 93.**

**BEING ALSO SHOWN AS ALL OF RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE
COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON FEBRUARY 24, 1981
IN BOOK 9 OF RECORD OF SURVEYS AT PAGE 27.**

A.P.N. 071-080-07-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 071-080-07

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits "A" and "B" attached hereto and by reference is made a part hereof.

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

1. In consideration of \$1,500.00 (ONE-THOUSAND FIVE HUNDRED DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 1 (SR 193) Project #72304 (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 Project. Included within this temporary construction easement is the right of

EXHIBIT "B"

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, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$62.50 (Sixty-two Dollars and Fifty Cents) monthly will be paid to the 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.

EXHIBIT "B"

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC

By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: _____
Thomas A. Dwelle, President

FLYERS ENERGY, LLC

By: Pacific Research Development Corporation
Its Manager

Date: _____

By: _____
David W. Dwelle, President

FLYERS ENERGY, LLC

By: S. B. Dwelle, Inc
Its Manager

Date: _____

By: _____
Stephen B. Dwelle, President

FLYERS ENERGY, LLC

By: Eclipse Investments, L.P.
Its Manager

Date: _____

By: _____
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A'
(36164-1)

All that certain real property situate in the Southeast One-Quarter of Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel shown on Record of Survey filed in Book 9 of Surveys at Page 27 and described in that certain document number 2006-31366, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwest corner of said particular parcel bears South 86° 04' 46" West 69.00 feet; thence from said POINT OF BEGINNING leaving said right of way North 03° 55' 14" West 5.00 feet; thence North 85° 57' 34" East 50.18 feet; thence North 05° 00' 14" West 36.47 feet; thence North 84° 59' 46" East 44.66 feet; thence South 05° 00' 14" East 36.47 feet; thence North 84° 59' 46" East 230.60 feet; thence North 79° 35' 31" East 147.20 feet to the easterly boundary of said parcel; thence along said boundary South 25° 00' 36" East 5.17 feet to said right of way; thence along said right of way South 79° 35' 31" West 148.74 feet; thence South 84° 59' 46" West 281.10 feet; thence South 86° 04' 46" West 44.67 feet to the POINT OF BEGINNING. Containing 3,999 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances

The purpose of this description is to describe that portion of said parcel as an easement for construction purposes.

Loren A. Massaro

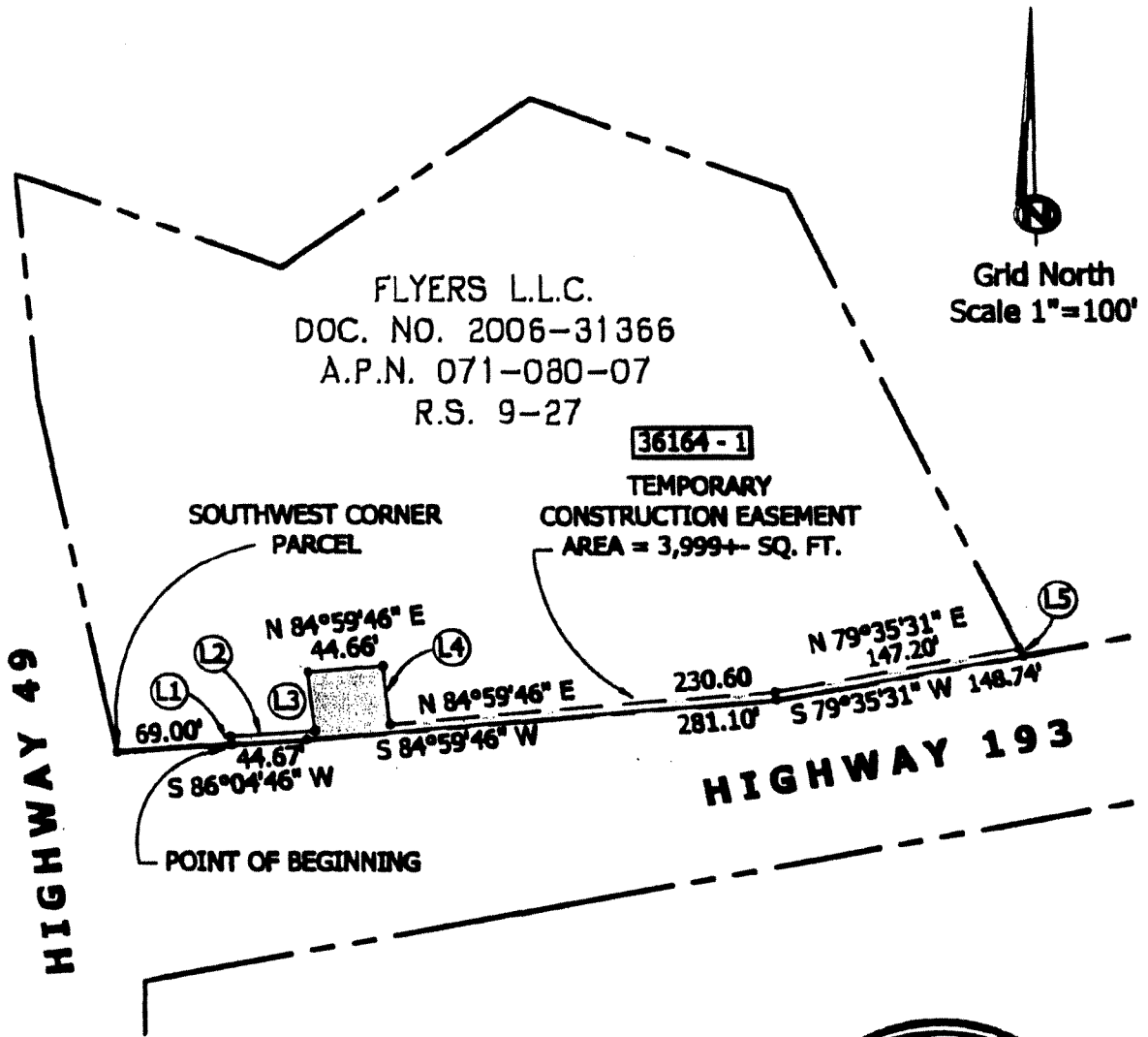
Loren A. Massaro P.L.S. 8117

Dated: 08.21.2012



EXHIBIT 'B'

Situate in the Southeast One-Quarter of Section 18
 Township 12 North, Range 9 East, M.D.M.
 El Dorado County State of California



- (L1) N 03°55'14" W 5.00'
- (L2) N 85°57'34" E 50.18'
- (L3) N 05°00'14" W 36.47'
- (L4) S 05°00'14" E 36.47'
- (L5) S 25°00'36" E 5.17'



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- B. County desires to purchase an interest in the Property as a Temporary Construction 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.

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3. ESCROW

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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 Temporary Construction Easement, grant to County the Easement, free and
Seller's Initials WS SM

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers 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 all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. 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.

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

8. 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 to the Northside School Class I Bike Path Phase 1 Project #72304 (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.

9. 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 waive any and all claims of Seller relating to said project that may exist on the date of this Agreement.

10. 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:

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed bike improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater will be removed, cut and placed within the new property line for Seller to use as firewood.

- C. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

feet past top of cut of slope, where applicable.

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.

11. 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 071-080-07) where necessary to perform the replacement and/or reconstruction as described in Section 10 of this Agreement. Seller understands and agrees that after completion of the work described in Section 10, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

12. COUNTERPARTS

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

13. REAL ESTATE BROKER

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

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

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

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

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.

15. TIME IS OF THE ESSENCE

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

16. BEST EFFORTS

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

17. NOTICES

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

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

SELLER: FLYERS ENERGY, LLC
Attn: Rick Teske, General Manager
2360 Lindbergh St.
Auburn, CA 95602

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

18. BINDING EFFECT

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

19. GOVERNING LAW

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

20. HEADINGS

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

21. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

Seller: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

22. ATTORNEY'S FEES

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

23. LEASE WARRANTY PROVISION

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

24. 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.

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: FLYERS
ENERGY, LLC
APN: 071-080-07
Project#: 72304
Escrow#: 205-14085

SELLER: FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: _____
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: _____

By: _____
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: 1/8/13

By: *S B Dwelle*
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: 1/8/13

By: *W A Dwelle*
Walter A. Dwelle, General Partner

COUNTY OF EL DORADO:

Date: _____

By: _____, Chair
Board of Supervisors

ATTEST:
James S. Mitrinin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

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 ONE:

BEGINNING AT A POST FROM WHICH THE QUARTER SECTION CORNER COMMON TO SECTIONS 18 AND 19, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. BEARS SOUTH 22-3/4 DEG WEST 13.31 CHAINS DISTANT AND THE NORTHEAST CORNER OF A.E. BROWN'S LOT BEARS SOUTH 86-1/3 DEG WEST 47 LINKS DISTANT AND RUNNING THENCE NORTH 86 DEG 20' EAST 6.54 CHAINS TO POST NEAR THE JUNCTION OF ROADS SOUTHEASTERLY FROM THE CAVE VALLEY SCHOOL HOUSE; THENCE ALONG THE WEST SIDE OF ROAD PAST SAID SCHOOL HOUSE NORTH 60 DEG WEST 7.64 CHAINS TO A POST; THENCE SOUTH 1-1/2 DEGREES EAST 4.37 CHAINS TO THE PLACER OF BEGINNING. BEING A PART OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M.

PARCEL TWO:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED A 1 INCH DIAMETER CAPPED IRON PIPE, FROM WHICH THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. BEARS SOUTH 71 DEG 35' 40" WEST 3271.20 FEET; THENCE FROM THE POINT OF BEGINNING, NORTH 56 DEG 29' EAST 182.70 FEET TO THE NORTHWEST CORNER THEREOF, A 3/4 INCH DIAMETER CAPPED IRON PIPE; THENCE SOUTH 68 DEG 45' EAST 161.96 FEET TO THE NORTHEAST CORNER THEREOF, A SIMILAR PIPE; THENCE SOUTH 24 DEG 23' EAST 323.21 FEET TO A 1 INCH DIAMETER CAPPED IRON PIPE AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH 60 DEG 00' WEST 504.24 FEET TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEARS SOUTH 49 DEG 37' 13" WEST 1394.98 FEET, SAID POINT IS ALSO DISTANT 50 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "B"665+84.43 E.E. OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY FROM 3/4 MILE WEST OF GEORGETOWN TO COOL, ROAD III-ED-93-B; THENCE FROM SAID POINT OF BEGINNING SOUTH 80 DEG 12' 50" WEST 598.55 FEET TO A POINT DISTANT 50 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM SAID BASE LINE AT ENGINEER'S STATION "B"671+82.98 P.O.T. OF THE AFORESAID SURVEY.

PARCEL NO. THREE:

THAT PORTION OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. LYING NORTH OF CALIFORNIA HIGHWAY NO. 93 (GEORGETOWN TO COOL) AND EAST OF CALIFORNIA HIGHWAY NO. 49, AS SAID HIGHWAY EXISTED ON APRIL OF 1960 AND WEST OF THE NORTHWEST LINE OF PARCEL 1 HEREINABOVE DESCRIBED AND SOUTH OF THE

567

EXHIBIT "A"
LEGAL DESCRIPTION continued

**FOLLOWING DESCRIBED LINE; BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 1
HEREINABOVE DESCRIBED SAID POINT BEING ON THE SOUTH LINE OF A PRIVATE ROAD;
THENCE NORTH 69 DEG 34' 30" WEST 215.34 FEET TO THE EAST LINE OF CALIFORNIA
HIGHWAY NO. 49.**

**SAVING AND EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE AS CONVEYED TO THE STATE OF
CALIFORNIA BY DEED RECORDED JULY 14, 1961 IN BOOK 577 AT PAGE 377 OFFICIAL
RECORDS OF EL DORADO COUNTY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT FROM WHICH THE NORTH QUARTER CORNER OF SECTION 19,
TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M. BEARS SOUTH 07 DEG 11' 31" WEST
1778.50 FEET, SAID POINT IS ALSO DISTANT 50.00 FEET EASTERLY MEASURED AT
RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "A" 90+60.01 P.O.T. OF
THE DEPARTMENT OF PUBLIC WORKS' SURVEY BETWEEN COOL AND HASTINGS CREEK, ROAD
III-ED-65-A; THENCE FROM SAID POINT OF BEGINNING SOUTH 04 DEG 43' 55" WEST
245.63 FEET, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2950 FEET,
THROUGH AN ANGLE OF 9 DEG 41' 37" AN ARC DISTANCE OF 499.10 FEET (THE CHORD
OF WHICH CURVE BEARS SOUTH 00 DEG 06' 53" EAST 498.50 FEET); THENCE SOUTH 10
DEG 07' 32" EAST 221.67 FEET TO A POINT ON THE NORTH LINE OF STATE ROUTE 93.**

**BEING ALSO SHOWN AS ALL OF RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE
COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON FEBRUARY 24, 1981
IN BOOK 9 OF RECORD OF SURVEYS AT PAGE 27.**

A.P.N. 071-080-07-100

589

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 071-080-07

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits "A" and "B" attached hereto and by reference is made a part hereof.

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

1. In consideration of \$1,500.00 (ONE-THOUSAND FIVE HUNDRED DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 1 (SR 193) Project #72304 (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 Project. Included within this temporary construction easement is the right of

EXHIBIT "B"

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, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$62.50 (Sixty-two Dollars and Fifty Cents) monthly will be paid to the 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.**

EXHIBIT "B"

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: _____
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: _____

By: _____
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: _____

By: _____
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: _____

By: _____
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A'
(36164-1)

All that certain real property situate in the Southeast One-Quarter of Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel shown on Record of Survey filed in Book 9 of Surveys at Page 27 and described in that certain document number 2006-31366, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwest corner of said particular parcel bears South 86° 04' 46" West 69.00 feet; thence from said POINT OF BEGINNING leaving said right of way North 03° 55' 14" West 5.00 feet; thence North 85° 57' 34" East 50.18 feet; thence North 05° 00' 14" West 36.47 feet; thence North 84° 59' 46" East 44.66 feet; thence South 05° 00' 14" East 36.47 feet; thence North 84° 59' 46" East 230.60 feet; thence North 79° 35' 31" East 147.20 feet to the easterly boundary of said parcel; thence along said boundary South 25° 00' 36" East 5.17 feet to said right of way; thence along said right of way South 79° 35' 31" West 148.74 feet; thence South 84° 59' 46" West 281.10 feet; thence South 86° 04' 46" West 44.67 feet to the POINT OF BEGINNING. Containing 3,999 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances

The purpose of this description is to describe that portion of said parcel as an easement for construction purposes.

Loren A. Massaro

Loren A. Massaro

P.L.S. 8117

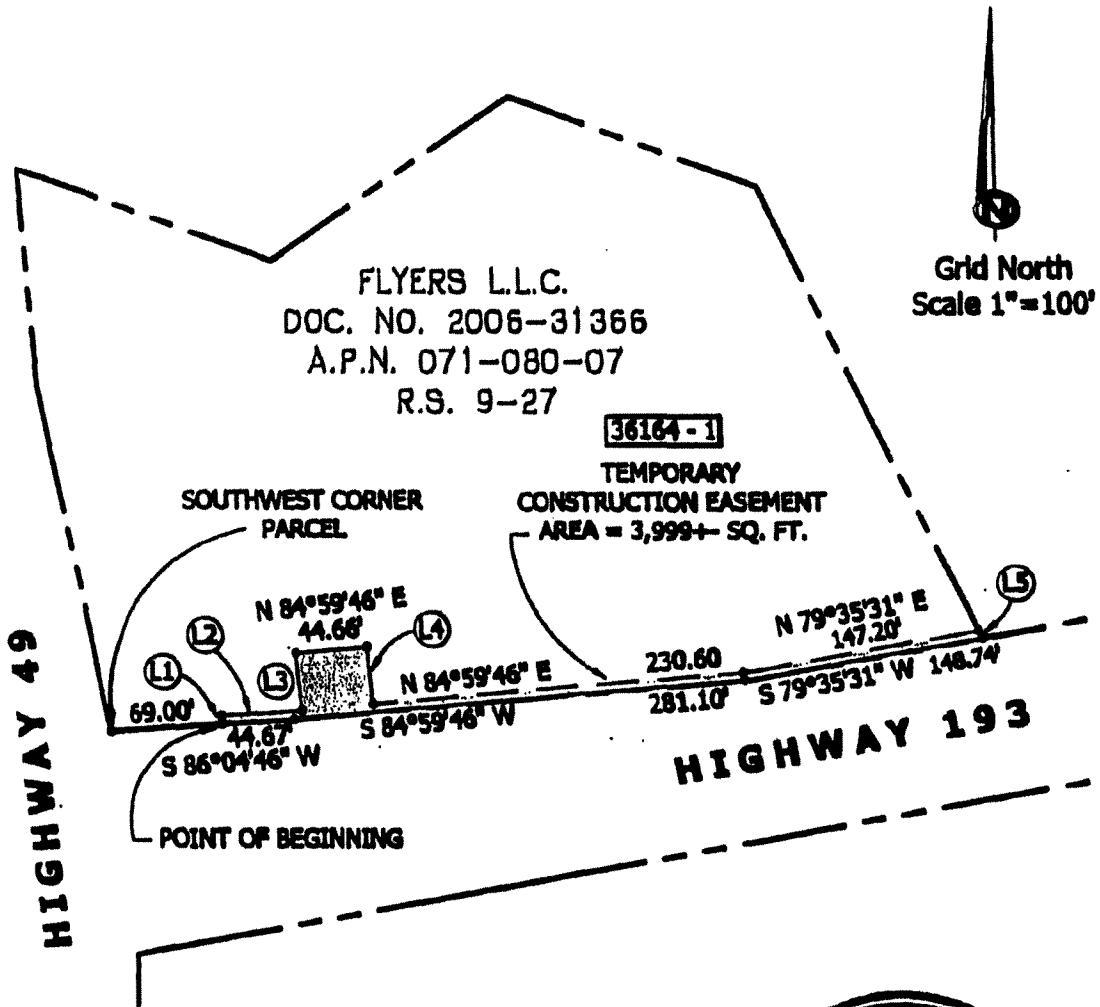
Dated: 08.21.2012



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EXHIBIT 'B'

Situate in the Southeast One-Quarter of Section 18
 Township 12 North, Range 9 East, M.D.M.
 El Dorado County State of California



FLYERS L.L.C.
 DOC. NO. 2006-31366
 A.P.N. 071-080-07
 R.S. 9-27

36164-1

TEMPORARY
 CONSTRUCTION EASEMENT
 AREA = 3,999± SQ. FT.

SOUTHWEST CORNER
 PARCEL

HIGHWAY 49

HIGHWAY 193

- ① N 03°55'14" W 5.00'
- ② N 85°57'34" E 50.18'
- ③ N 05°00'14" W 36.47'
- ④ S 05°00'14" E 36.47'
- ⑤ S 25°00'36" E 5.17'



5869

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 071-080-07

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits "A" and "B" attached hereto and by reference is made a part hereof.

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

1. In consideration of \$1,500.00 (ONE-THOUSAND FIVE HUNDRED DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 1 (SR 193) Project #72304 (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 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, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$62.50 (Sixty-two Dollars and Fifty Cents) monthly will be paid to the 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.

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: _____
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: _____

By: _____
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: _____

By: _____
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: _____

By: _____
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A'
(36164-1)

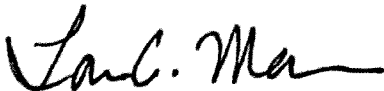
All that certain real property situate in the Southeast One-Quarter of Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel shown on Record of Survey filed in Book 9 of Surveys at Page 27 and described in that certain document number 2006-31366, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwest corner of said particular parcel bears South 86° 04' 46" West 69.00 feet; thence from said POINT OF BEGINNING leaving said right of way North 03° 55' 14" West 5.00 feet; thence North 85° 57' 34" East 50.18 feet; thence North 05° 00' 14" West 36.47 feet; thence North 84° 59' 46" East 44.66 feet; thence South 05° 00' 14" East 36.47 feet; thence North 84° 59' 46" East 230.60 feet; thence North 79° 35' 31" East 147.20 feet to the easterly boundary of said parcel; thence along said boundary South 25° 00' 36" East 5.17 feet to said right of way; thence along said right of way South 79° 35' 31" West 148.74 feet; thence South 84° 59' 46" West 281.10 feet; thence South 86° 04' 46" West 44.67 feet to the POINT OF BEGINNING. Containing 3,999 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances

The purpose of this description is to describe that portion of said parcel as an easement for construction purposes.



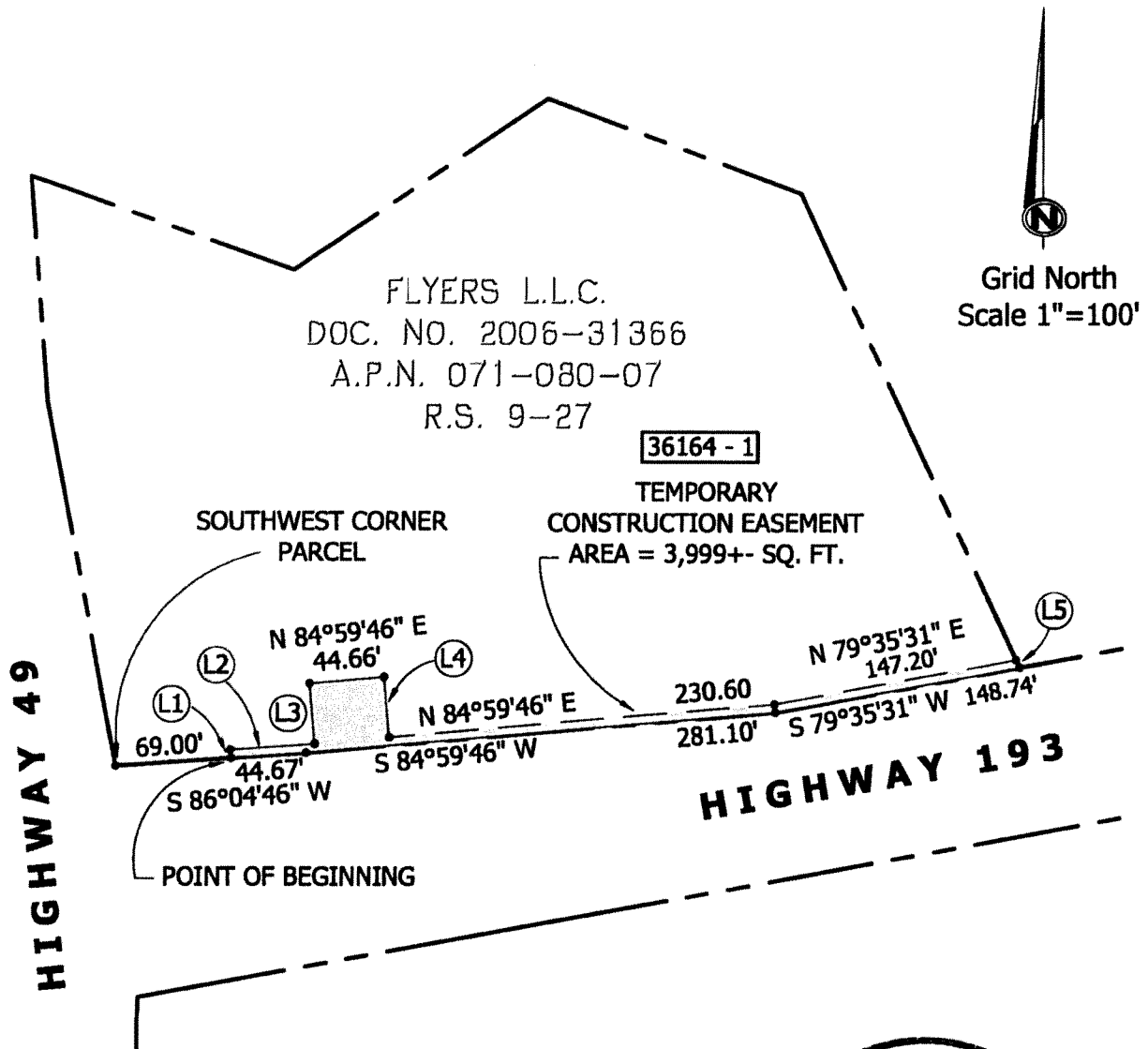
Loren A. Massaro P.L.S. 8117

Dated: 08.21.2012



EXHIBIT 'B'

Situate in the Southeast One-Quarter of Section 18
 Township 12 North, Range 9 East, M.D.M.
 El Dorado County State of California



FLYERS L.L.C.
 DOC. NO. 2006-31366
 A.P.N. 071-080-07
 R.S. 9-27

Grid North
 Scale 1"=100'

36164 - 1

TEMPORARY
 CONSTRUCTION EASEMENT
 AREA = 3,999+- SQ. FT.

SOUTHWEST CORNER
 PARCEL

HIGHWAY 49

HIGHWAY 193

- (L1) N 03°55'14" W 5.00'
- (L2) N 85°57'34" E 50.18'
- (L3) N 05°00'14" W 36.47'
- (L4) S 05°00'14" E 36.47'
- (L5) S 25°00'36" E 5.17'



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 Temporary Construction Easement dated _____, 2013, from **FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, 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: 071-080-07

Dated this ____ day of _____, 2013.

COUNTY OF EL DORADO

By: _____
Board of Supervisors, Chair

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk