

Seller: Ribeiro CA II LLC
APN: 117-210-36
Old APN: 108-550-17
Project#: 66103
Escrow#: 205-9933

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 RIBEIRO-CALIFORNIA, II LLC, A NEVADA LIMITED LIABILITY COMPANY, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Slope Easement as described and depicted in Exhibit C and the exhibits thereto, a Public Utility Easement (PUE) as described and depicted in Exhibit D and the exhibits thereto, and a Temporary Construction Easement (TCE) as described and depicted in Exhibit E and the exhibits thereto, all of which are attached hereto and collectively 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:

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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 Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, and E and the exhibits thereto. The terms of the Slope Easement, PUE, and TCE shall be those set forth in Exhibits C, D, and E respectively, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$122,672.00 for fee title, \$28,689.00 for the Slope Easement, \$4,862.00 for the PUE, and \$3,239.00 for the TCE, for a total of \$159,462.00 (One-Hundred Fifty-Nine-Thousand Four-Hundred Sixty-Two Dollars, exactly).**

Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$159,462.00.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9933, which has been opened at Placer Title Company ("Escrow Holder"). 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, Slope Easement, PUE, and TCE from Seller to County for the Acquisition Properties. Seller and County agree

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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 31, 2007, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

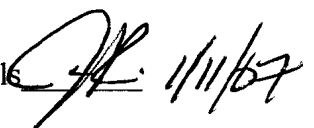
County shall pay:

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

5. TITLE

Seller shall by Grant Deed, Slope Easement, PUE, and TCE convey to the County, the Acquisition Properties, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions, and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes; as contained in Placer Title Company Preliminary Report Order No. 205-9933, dated October 25, 2006, if any; and
- C. Exceptions numbered 1, 2, 3, 18, and 19 paid current, and subject to items 4, 5, 6, 7, 8, 9, 10,

Handwritten signature and date: 1/11/07

Seller: Ribeiro CA II LLC
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11, 12, 13, 14, 15, 16, and 17 as contained in said preliminary report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

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 contract section and elsewhere in this Agreement shall survive delivery of the deeds.

7. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just

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compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

8. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company only prior to close of escrow. Seller agrees to indemnify and hold County harmless from any claim arising therefrom. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents and warrants that, to the best of Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

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10. 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, except as provided in Paragraph 24 herein, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement, except as provided in Paragraph 24 herein.

11. 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.

12. 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.

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed, Slope Easement, PUE, and TCE for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant

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Deed, Slope Easement, PUE, and TCE.

C. Escrow Holder shall:

- (i) Record the Grant Deed, Slope Easement, PUE, and TCE for the Acquisition Properties described and depicted in Exhibits B, C, D, and E and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

14. TIME IS OF THE ESSENCE

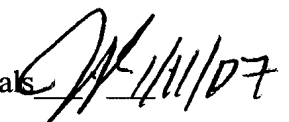
Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

15. 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.

16. 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

Handwritten signature/initials in black ink, appearing to be 'R' followed by a date '1/11/07'.

Seller: Ribeiro CA II LLC
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change of address:

SELLER: Ribeiro-California, II LLC
1140 Suncastr Lane
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
Attn: R/W Program Manager
2850 Fairlane Court
Placerville, CA 95667

17. 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.

18. 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.

19. 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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20. 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.

21. 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.

22. 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.

23. CONSTRUCTION WORK

All work to be performed by the County pursuant to this Agreement shall conform to all applicable laws, codes, ordinances, and regulations and shall be performed in a good and workmanlike manner

24. NO RIGHT OF ENTRY

Nothing herein shall be construed to grant to the County, its contractor or any representatives, a right to use or enter onto Seller's remaining property (including but not limited to Seller's parking lot or landscaped areas) for any purpose. If County does enter onto Seller's property, County shall be fully responsible for any and all damages to Seller's property resulting therefrom. In such event, upon ten (10) days written notice to the County, Seller shall have the right to either require the County to repair

 1/11/07

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and/or replace any damage or cause the work to be performed by a third party whereupon the County shall reimburse Seller for the actual costs incurred to repair, replace and/or correct any damage to Seller's property. Nothing herein shall constitute Seller's waiver or relinquishment of any rights it may have in the future to assert a claim for damages to its remaining property as provided in this paragraph.

25. SCOPE OF IMPROVEMENTS AND MAINTENANCE

County shall maintain all improvements to the Acquisition Properties, including all landscaping and slopes.

26. 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.

27. ENTIRE AGREEMENT

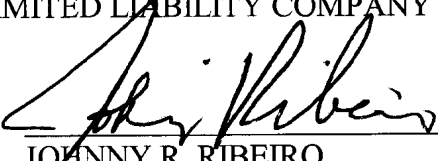
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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SELLER:

RIBEIRO-CALIFORNIA, II LLC, A NEVADA LIMITED LIABILITY COMPANY

Date: 1/11/07

By: 
JOHNNY R. RIBEIRO,
MANAGING MEMBER

COUNTY OF EL DORADO:

Date: _____

By: _____
Helen Baumann, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____


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:

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 4, 2001 IN PARCEL MAP BOOK 47 AT PAGE 137.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 47 AT PAGE 137, EL DORADO COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 1, BEING LOCATED ON THE RIGHT OF WAY LINE OF SUNGLOW COURT AS SHOWN ON SAID PARCEL MAP; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG THE LINE COMMON TO PARCEL 1 AND PARCEL 8 AS SHOWN ON SAID PARCEL MAP SOUTH 36 DEG 09' 42" EAST 212.10 FEET; THENCE LEAVING SAID LINE COMMON TO PARCELS 1 AND 8 NORTH 73 DEG 55' 48" EAST, 178.33 FEET; THENCE NORTH 16 DEG 04' 12" WEST 103.68 FEET; THENCE NORTH 74 DEG 15' 30" EAST 229.48 FEET; THENCE NORTH 45 DEG 51' 32" EAST 143.24 FEET; THENCE NORTH 29 DEG 51' 55" WEST 73.78 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 37 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 32 OF PARCEL MAPS AT PAGE 129, EL DORADO COUNTY RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 45 DEG 51' 32" WEST 73.55 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 37; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 37 NORTH 31 DEG 02' 44" WEST 168.70 FEET TO THE MOST EASTERLY CORNER OF PARCEL 36 AS SHOWN ON BOOK 32 OF PARCEL MAPS AT PAGE 129; THENCE ALONG THE LINE COMMON TO SAID PARCEL 36 AND SAID PARCEL 1 SOUTH 61 DEG 09' 00" WEST 422.25 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SUNGLOW COURT, A 60 FOOT WIDE PUBLIC STREET; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 14 DEG 21' 59" WEST 56.36 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 60.00 FEET, THE ARC OF WHICH IS SUBTENDED BY A CHORD BEARING SOUTH 38 DEG 48' 01" WEST 49.66 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION IN DEED RECORDED APRIL 6, 2005 IN SERIES NO. 2005-0027851 OFFICIAL RECORDS DESCRIBED AS FOLLOWS:
A PORTION OF PARCEL 1 OF SAID PARCEL MAP FILED IN BOOK 47 AT PAGE 137, EL DORADO COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1 FROM WHICH THE MOST WESTERLY CORNER THEREOF LOCATED ON THE RIGHT OF WAY LINE OF SUNGLOW COURT, BEARS ALONG THE LINE COMMON TO PARCEL 1 AND PARCEL 8 AS SHOWN ON SAID PARCEL MAP NORTH 36 DEG 09' 42" WEST 212.10 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE LINE COMMON TO SAID PARCEL 1 AND PARCEL 8 SOUTH 36 DEG 09' 42" EAST 10.66 FEET; THENCE SOUTH 16 DEG 59' 30" EAST 214.50 FEET; THENCE SOUTH 34 DEG 20' 45" EAST 299.15 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 48 DEG 53'

EXHIBIT "A"
LEGAL DESCRIPTION continued

28" EAST 188.31 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 34 DEG 20' 45"
WEST 297.24 FEET; THENCE NORTH 16 DEG 04' 12" WEST 146.61 FEET; THENCE SOUTH
73 DEG 55' 48" WEST 178.33 FEET TO THE POINT OF BEGINNING.

A.P.N. 108-550-36-100

THE ASSESSOR OFFICE AS NOW ASSIGNED A NEW APN #117-210-36-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Above section for Recorder's use _____

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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 WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2007.

GRANTOR:

RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY

JOHNNY R. RIBEIRO

By: _____
JOHNNY R. RIBEIRO,
MANAGING MEMBER

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 137, in the office of the El Dorado County Recorder, being a portion of the east half of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the northeast corner of said parcel; thence along the easterly boundary South $08^{\circ}47'23''$ West (cite South $08^{\circ}49'30''$ West) 34.907 meters (114.52 feet) to the new southwesterly right-of-way line of Latrobe Road, the beginning of a 336.040 meter (1,102.49 foot) radius non-tangent curve to the right; thence leaving said boundary along said new right-of-way line the following 3 courses: 1) northwesterly along said curve an arc distance of 48.603 meters (159.46 feet), through a central angle of $08^{\circ}17'13''$, and subtended by a chord which bears North $44^{\circ}29'32''$ West 48.561 meters (159.32 feet); 2) on a non-tangent line North $49^{\circ}23'44''$ East 2.660 meters (8.73 feet) to the beginning of a 333.380 meter (1,093.76 foot) radius non-tangent curve to the right; 3) northwesterly along said curve an arc distance of 42.608 meters (139.79 feet), through a central angle of $07^{\circ}19'22''$, and subtended by a chord which bears North $36^{\circ}41'07''$ West 42.579 meters (139.69 feet) to the northwesterly boundary; thence along said boundary North $45^{\circ}49'46''$ East (cite North $45^{\circ}51'32''$ East) 6.159 meters (20.21 feet) to the existing southwesterly right-of-way line of said Latrobe Road, beginning of a 322.923 meter (1,059.46 foot) radius non-tangent curve to the left; thence along said right-of-way line the following 2 courses: 1) southeasterly along said curve an arc distance of 54.079 meters (177.42 feet), through a central angle of $09^{\circ}35'42''$, and subtended by a chord which bears South $54^{\circ}13'07''$ East (cite South $54^{\circ}10'52''$ East) 54.016 meters (177.22 feet); 2) South $59^{\circ}01'50''$ East (cite South $58^{\circ}59'44''$ East) 16.964 meters (55.66 feet) to the point of beginning, containing 0.1510 hectares (0.373 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



2-21-06

EXHIBIT "B"

LATROBE ROAD

N45°49'46"E
6.159m

R=322.923m
L=54.079m
Δ=9°35'42"
Ch=S54°13'07"E
54.016m

NEW R/W LINE

EXIST. R/W LINE

R=333.380m
L=42.608m
Δ=7°19'22"
Ch=N36°41'07"W
42.579m

S59°01'50"E
16.964m

POINT OF BEGINNING

N49°23'44"E
2.660m

POR. PARCEL 1
47-PM-137
RIBEIRO CALIFORNIA LLC.
APN 108:550:36

R=336.040m
L=48.603m
Δ=8°17'13"
Ch=N44°29'32"W
48.561m

S08°47'23"W 34.907m

15' E.I.D. SEWER
ESMT. PER 2763-OR-310

25' OPEN SPACE ESMT.
PER 47-PM-137



SCALE = 1:500
METRIC

Drawing Name: J:\DCA\p72335\DWG\ARV EXHIBITS\108-550-17RW.dwg, Layout Tab: Model, Last Saved: Tue, 21 Feb 2006 - 11:25am, DHoynes

EXHIBIT "C"

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

Above section for Recorder's use _____

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

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2007.

GRANTOR:

RIBEIRO-CALIFORNIA, II LLC, A NEVADA LIMITED LIABILITY COMPANY

By: _____
JOHNNY R. RIBEIRO,
MANAGING MEMBER

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 137, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Commencing at the most northerly corner of said parcel, thence along the northwesterly boundary South 45°49'46" West (cite South 45°51'32" West) 6.159 meters (20.21 feet) to the new southwesterly right-of-way line of Latrobe Road, and the beginning of a 333.380 meter (1,093.76 foot) radius non-tangent curve to the left, and the **true point of beginning**; thence southeasterly along said new right-of-way an arc distance of 19.813 meters (65.00 feet), through a central angle of 03°24'19", and subtended by a chord which bears South 34°43'36" East 19.810 meters (64.99 feet); thence leaving said right-of-way line on a non-tangent line South 53°34'15" West 6.069 meters (19.91 feet); thence North 36°00'40" West 18.916 meters (62.06 feet) to the aforementioned northwesterly boundary; thence along said boundary North 45°49'46" East 6.580 meters (21.59 feet) to the point of beginning, containing 119.7 sq. meters (1,288 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



4-05-06

EXHIBIT "B"

A PORTION OF THE NE 1/4 OF SEC. 14, T.9 N., R.8 E.

(TIE) S45°49'46"W
6.159m

POINT OF BEGINNING

N45°49'46"E 6.580m

R=333.380m
L=19.813m
 $\Delta=3^{\circ}24'19''$

Ch=S34°43'36"E
19.810m

LATROBE
ROAD

N36°00'40"W
18.916m

S53°34'15"W
6.069m

EXISTING 30' WIDE PG & E
ESMT. PER 2601-OR-536

EXIST. R/W

NEW R/W LINE

SLOPE EASEMENT LINE

POR. PARCEL 1
47-PM-137
RIBEIRO CALIFORNIA LLC.
APN 108:550:36



SCALE = 1:500
METRIC

Drawing Name: J:\DCA\p\66103\RV\108-550-36\PU\dwg. Layout Tab: Model. Last Saved: Wed, 05 Apr 2006 - 8:44am. D:\Haynes

EXHIBIT "D"

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

Above section for Recorder's use _____

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

GRANT OF PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utilities easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of County of El Dorado, State of California,

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

Said public utilities easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2007.

GRANTOR:

RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY

By: _____
JOHNNY R. RIBEIRO,
MANAGING MEMBER

Notary Acknowledgments Follow

EXHIBIT "A"
LEGAL DESCRIPTION
SLOPE EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 137, in the office of the El Dorado County Recorder, being a portion of the east half of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the northwesterly boundary of said parcel, from which the northeast corner of said parcel bears North 45°49'46" East (cite North 45°51'32" East) 6.159 meters (20.21 feet); thence along said boundary South 45°49'46" West 6.580 meters (21.59 feet); thence leaving said boundary South 36°00'40" East 42.206 meters (138.47 feet); thence South 49°23'44" West 2.660 meters (8.73 feet); thence South 36°00'40" East 9.571 meters (31.40 feet); thence South 39°20'28" East 25.806 meters (84.67 feet); thence South 47°50'17" East 21.008 meters (68.92 feet) to the easterly boundary; thence along said boundary North 08°47'23" East 11.880 meters (38.98 feet) to the new southwesterly right-of-way line of Latrobe Road, the beginning of a 336.040 meter (1,102.49 foot) radius non-tangent curve to the right; thence northwesterly along said right-of-way line the following 3 courses: 1) northwesterly along said curve an arc distance of 48.603 meters (159.46 feet), through a central angle of 08°17'13", and subtended by a chord which bears North 44°29'32" West 48.561 meters (159.32 feet); 2) on a non-tangent line North 49°23'44" East 2.660 meters (8.73 feet) to the beginning of a 333.380 meter (1,093.76 foot) radius non-tangent curve to the right; 3) northwesterly along said curve an arc distance of 42.608 meters (139.79 feet), through a central angle of 07°19'22", and subtended by a chord which bears North 36°41'07" West 42.579 meters (139.69 feet) to the point of beginning, containing 0.0736 hectares (0.182 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



3-29-06

EXHIBIT "B"

LATROBE ROAD

POINT OF BEGINNING

S45°49'46"W
6.580m

(TIE) N45°49'46"E
6.159m

R=333.380m
L=42.608m
Δ=7°19'22"
Ch=N36°41'07"W
42.579m

EXIST. R/W LINE

S36°00'40"E
42.206m

NEW R/W LINE

S49°23'44"W
2.660m

N49°23'44"E
2.660m

S36°00'40"E
9.571m

R=336.040m
L=48.603m
Δ=8°17'13"
Ch=N44°29'32"W
48.561m

S39°20'28"E
25.806m

POR. PARCEL 1
47-PM-137
RIBEIRO CALIFORNIA LLC
APN 108:550:36

S47°50'17"E 21.008m

N08°47'23"E
11.880m

15' E.I.D. SEWER
ESMT. PER 2763-OR-310

25' OPEN SPACE ESMT.
PER 47-PM-137



SCALE = 1:500
METRIC

EXHIBIT "E"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 117-210-36

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2
Project #66103
APN: 117-210-36

TEMPORARY CONSTRUCTION EASEMENT

RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A and B attached hereto and made a part hereof.

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

1. For good and valuable consideration, as more specifically described in the Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated XX/XX/2007, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that she/he/it is 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 Latrobe Road Widening Project Phase 2. 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 Latrobe Road Widening Project Phase 2. 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.

EXHIBIT "E"

4. Compensation under this temporary construction easement covers the construction period estimated to be 6 (Six) months of construction, together with the one-year warranty period. In the event that construction of the Latrobe Road Widening Project Phase 2 is not completed within 6 (six) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$540.00 (Five-Hundred Forty Dollars, exactly)** will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR:

RIBEIRO-CALIFORNIA II, LLC, A NEVADA LIMITED LIABILITY COMPANY

Executed on this date: _____, 2007

By: _____

JOHNNY R. RIBEIRO,
MANAGING MEMBER

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 137, in the office of the El Dorado County Recorder, being a portion of the east half of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the northwesterly boundary of said parcel, from which the northeast corner of said parcel bears North 45°49'46" East (cite North 45°51'32" East) 12.739 meters (41.79 feet); thence leaving said boundary South 36°00'40" East 42.206 meters (138.47 feet); thence South 49°23'44" West 2.660 meters (8.73 feet); thence South 36°00'40" East 9.571 meters (31.40 feet); thence South 39°20'28" East 25.806 meters (84.67 feet); thence South 47°50'17" East 21.008 meters (68.92 feet) to the easterly boundary; thence along said boundary South 08°47'23" West 18.164 meters (59.59 feet); thence leaving said boundary North 47°34'54" West 36.451 meters (119.59 feet); thence North 06°43'32" East 16.867 meters (55.34 feet); thence North 39°20'28" West 11.031 meters (36.19 feet); thence North 36°00'40" West 12.903 meters (42.33 feet); thence North 49°23'44" East 2.660 meters (8.73 feet); thence North 36°00'40" West 38.474 meters (126.23 feet) to the aforementioned northwesterly boundary; thence along said boundary North 45°49'46" East 3.536 meters (11.60 feet) to the point of beginning, containing 0.0798 hectares (0.197 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



3-29-06

EXHIBIT "B"

LATROBE ROAD

(TIE)
S45°49'46"W
12.739m

POINT OF BEGINNING

N45°49'46"E
3.536m

SLOPE EASEMENT
S36°00'40"E 42.206m
N36°00'40"W 38.474m

EXIST. R/W LINE

NEW R/W LINE

N49°23'44"E
2.660m

S49°23'44"W
2.660m

S36°00'40"E
9.571m

N36°00'40"W
12.903m

N39°20'28"W
11.031m

S39°20'28"E
25.806m

N06°43'32"E
16.867m

S47°50'17"E
21.008m

N47°34'54"W

S08°47'23"W
36.451m
18.164m

POR. PARCEL 1
47-PM-137
RIBEIRO CALIFORNIA LLC
APN 108:550:36



SCALE = 1:500
METRIC