

Seller: Huddinge Partners  
APN: 118-170-04  
Project#: 71328  
Escrow#: 205-10797

**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 **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, referred to herein as (“Seller”), with reference to the following facts:

**RECITALS**

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit “A” (the “Property”).
- B. County desires to purchase an interest in the Property as a fee described and depicted in Exhibit “B-1” and “B-2” and the exhibits thereto, and a Slope and Drainage Easement as described and depicted in Exhibit “C-1” and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit “C-2” and the exhibits thereto, and a PG&E Easement described and depicted in Exhibit “C-3” and the exhibits thereto, which are attached hereto and referred to hereinafter as the “Acquisition Properties”, on the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

Seller: Huddinge Partners  
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## AGREEMENT

### 1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by the Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in Exhibit "B-1" and "B-2" and the exhibits thereto, and as described and depicted in Exhibit "C-1", "C-2" and "C-3" 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 Acquisition Properties is in the amount of **\$540,471.00** for the Fee acquisition, **\$147,119.00** for the Slope and Drainage Easement, **\$38,005.00** for the PG&E Easement, **\$1,882.00** for a 24 month Temporary Construction Easement, and **\$158,059.00** for Severance Damages.

Seller and County hereby acknowledge that the fair market value of the Acquisition Properties plus Severance Damages is **\$885,536.00 (Eight-hundred Eighty-five Thousand Five-hundred Thirty-six Dollars, exactly)**.

### 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10797, which has been opened at Placer Title Company ("Escrow Holder"), located at 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA, 95762, with Becky Slak, Escrow Officer. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Acquisition Properties. 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 August 31, 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 Grant Deeds and Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

#### **5. TITLE**

Seller shall grant to the County the Acquisition Properties, free and clear of title defects, liens, encumbrances, taxes and deeds of trust that would render the Acquisition Properties unsuitable for its intended purpose, as outlined herein. 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. 205-10797 dated March 29, 2013, if any; and

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- C. Exceptions numbered 1, 2, 3, 4, and 5 paid current, and subject to items numbered 6, 7, 8, and 9 as listed 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 know to Sellers, 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Grant Deeds and Easement Deeds.

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## **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 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 and Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising there from. 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 that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is 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.

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#### **10. POSSESSION**

The parties acknowledge and agree that the parties have previously entered into the Possession and Use Agreement dated December 28, 2012, granting the County the exclusive right to possession and use of the Acquisition Properties 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 for the US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements. It is agreed and confirmed by the parties that notwithstanding any other provisions to the contrary, the exclusive right to possession and use of the Acquisition Properties granted to the County or County's contractors or authorized agents for said purposes shall continue hereunder, without interruption, from the inception of that exclusive possession granted under the Possession and Use Agreement. 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.

#### **11. WAIVER OF AND RELEASE OF CLAIMS**

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

#### **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 Acquisition

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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.

**14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds and Easement Deeds 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 Deeds and Easement Deeds.
- C. Escrow Holder shall:
- (i) Record the Grant Deeds described and depicted in Exhibit "B-1" and "B-2" and the exhibits thereto, and the Easement Deeds as described and depicted in Exhibit "C-1", "C-2" and "C-3" and the exhibits thereto, together with County's Certificates of Acceptance.
  - (ii) Cause the policy of title insurance to be delivered.
  - (iii) 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.

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**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: Huddinge Partners  
20 Littlewood Drive  
Piedmont, CA 94611**

**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  
Transportation Division  
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.

**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. CONSTRUCTION CONTRACT WORK**

County or County's contractor will, at the time of construction, replace any existing landscape materials in-kind or install any erosion control materials as specified in the project contract documents, adjacent to Old White Rock Road and Silva Valley Parkway. All work done under this Agreement shall conform

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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.

**25. 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: 118-170-04) where necessary to perform the work as described in Section 24 of this Agreement. Seller understands and agrees that after completion of the work described in Section 24, the County will not be responsible for any maintenance, upkeep or repair of the areas that are reconstructed and re-landscaped that lie within the boundaries of the Property.

**26. EFFECTIVE DATE**

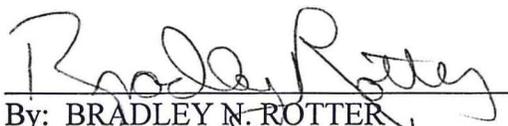
This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

**27. ENTIRE AGREEMENT**

This Agreement, together with the exclusive right of possession granted previously to the County by virtue of the Possession and Use Agreement as set forth in Section 10 herein, constitute the entire agreement between the parties pertaining to the subject matter hereof. No amendments, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

**SELLER:**

**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

  
By: BRADLEY N. ROTTER  
Its: General Partner

Date: 8/24/13

Seller's Initials BAN

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**COUNTY OF EL DORADO**

Date: \_\_\_\_\_

\_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Order No. 205-10797  
UPDATE  
Version 9

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

**PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 9, 2005, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORAADO, STATE OF CALIFORNIA IN BOOK 48 OF PARCEL MAPS, AT PAGE 139.**

**A.P.N. 118-170-04-100**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

CT#  
APN 118-170-04

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

Above Section for Recorder's Use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

In addition, the Grantor hereby releases and relinquishes to the grantee, any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to the adjacent freeway right of way as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
BRADLEY N. ROTTER

Its: General Partner

**NOTARY ACKNOWLEDGMENT FOLLOWS**

**EXHIBIT A**

**APN 118-170-04**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1, as shown on the map titled "PARCEL MAP", filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

**FEE**

**Beginning** at a 1 1/2" iron pipe with cap, stamped "W 1/16 S1/S12 RCE 26342 2003", marking the North line of Section 12, as shown on last said PARCEL MAP; thence along last said North line, North 89°17'38" East, 135.89 feet; thence leaving last said North line, South 17°28'44" West, 16.94 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,215.00 feet and chord bearing South 14°44'07" West 262.77 feet; thence southerly through a central angle of 12°24'56", 263.28 feet along said curve; thence North 69°17'41" West 230.00 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 985.00 feet and chord bearing North 15°22'39" East 192.96 feet; thence northerly through a central angle of 11°14'33", 193.28 feet along said curve to last said North line; thence along last said North line, North 89°17'38" East, 100.03 feet to the **Point of Beginning**;

Containing 54,403 square feet or 1.25 acres, more or less.

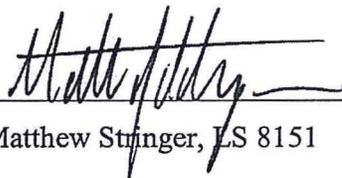
See Exhibit "B", attached hereto and made a part hereof.

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

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Matthew Stringer, LS 8151



January 25, 2013  
Date

**LEGEND**

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

*EXHIBIT "B"*

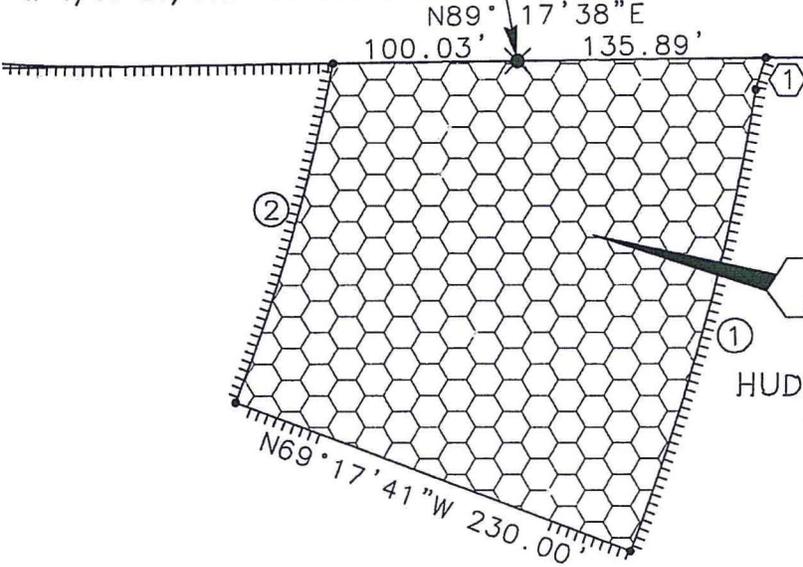


*Matthew J. Stringer*  
 January 09, 2013

①  
 R=1215.00'  
 L=263.28'  
 Δ=12°24'56"  
 CB=S14°44'07"W  
 CH=262.77'

②  
 R=985.00'  
 L=193.28'  
 Δ=11°14'33"  
 CB=N15°22'39"E  
 CH=192.96'

POINT OF BEGINNING  
 1 1/2" IRON PIPE, STAMPED  
 "W 1/16 S1/S12 RCE 26342-2003"



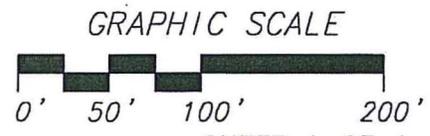
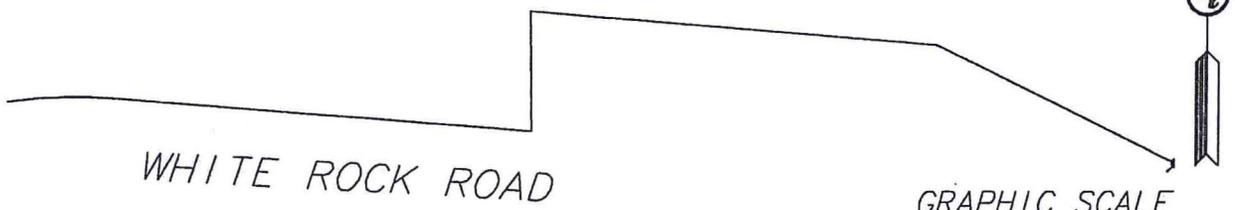
SECTION 1  
 SECTION 12  
 T.9 N., R.8 E. M.D.M.

FEE  
 1.25± Acres  
 54,403± SQ FT

HUDDINGE PARTNERS  
 4838 OR 487  
 48 PM 139  
 PARCEL 1

LINE TABLE

① S17°28'44"W 16.94'



SHEET 1 OF 1



**EXHIBIT "B"**  
 APN 118-170-04  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

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

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

WHEN RECORDED, RETURN TO:

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

APN 118-170-04

**CERTIFICATE OF ACCEPTANCE**

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

\_\_\_\_\_, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

CT #  
APN 118-170-04

\_\_\_\_\_  
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, **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR:**  
**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

\_\_\_\_\_  
**By: BRADLEY N. ROTTER**

**Its: General Partner**

**Notary Acknowledgement Follows**

**EXHIBIT A****APN 118-170-04****LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1 as shown on the map titled "PARCEL MAP", filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

**FEE**

**Commencing** at a 1 1/2" iron pipe with cap, stamped "W 1/16 S1/S12 RCE 26342 2003", marking the North line of Section 12, as shown on last said PARCEL MAP; thence along last said North line, North 89°17'38" East, 135.89 feet; thence leaving last said North line, South 17°28'44" West, 16.94 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,215.00 feet and chord bearing South 14°44'07" West 262.77 feet; thence southerly through a central angle of 12°24'56", 263.28 feet along said curve; thence North 69°17'41" West 50.00 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,165.00 feet and a chord bearing South 24°43'42" West 153.41 feet and the **Point of Beginning**; thence southwesterly through a central angle of 07°33'01", 153.52 feet along said curve to a point on the northerly line of White Rock Road, as shown on last said PARCEL MAP and herein after referred to as **Point "A"**; thence along last said northerly line, North 85°22'15" West 143.96 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,035.00 feet and chord bearing North 26°21'27" East 193.84 feet; thence leaving last said northerly line, northeasterly through a central angle of 10°44'47", 194.12 feet along said curve; thence South 69°17'41" East 130.00 feet to the **Point of Beginning**;

**Together with** those lands described as follows:

**Commencing** at the hereinabove described Point "A" and the continuation of the hereinabove described 1,165.00 foot radius curve, having a chord bearing South 30°08'18" West 66.47 feet; thence along last said continuation, southwesterly through a central angle of 03°16'10", 66.48 feet along said curve to the southerly line of last said White Rock Road and the **Point of Beginning**; thence along last said southerly line, the following three (3) courses:

- 1) South 85°22'15" East 127.18 feet to a 6" x 6" concrete monument and the beginning of a curve concave southerly, having a radius of 1,969.82 feet and a chord bearing South 83°42'45" East 114.01 feet,
- 2) southeasterly through a central angle of 03°19'00", 114.03 feet along said curve to a 5/8" rebar with aluminum cap, stamped "RCE 26342" and
- 3) South 82°03'15" East 127.78 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 150.00 feet and a chord bearing South 68°51'07" West 131.68 feet;

thence southwesterly through a central angle of 52°04'18", 136.32 feet along said curve; thence South 42°48'58" West 236.44 feet to the beginning of a curve concave northerly having a radius of 210.00 feet and a chord bearing South 79°05'37" West 248.51 feet; thence westerly through a central angle of 73°33'17", 265.93 feet along said curve; thence South 79°13'45" West 65.29 feet; thence South 35°21'33" West 598.45 feet to a 3/4" pipe with plug, stamped "LS 4806", on the easterly Right of Way line of last said White Rock Road, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records and the beginning of a non-tangent curve concave westerly, having a radius of 879.92 feet and chord bearing North 22°50'08" East 381.60 feet; thence along the easterly and southerly lines of last said White Rock Road, as shown on last said RECORD OF SURVEY the following seven (7) courses:

- 1) northerly through a central angle of 25°02'49", 384.66 feet along said curve to a 3/4" pipe with plug, stamped "LS 4806", as shown on last said RECORD OF SURVEY,
- 2) North 10°18'44" East 187.03 feet to a 3/4" pipe with plug, stamped "LS 5532", as shown on last said RECORD OF SURVEY and the beginning of a curve concave

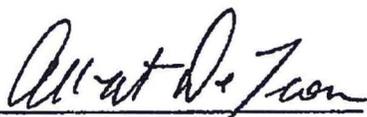
- westerly, having a radius of 879.92 feet and a chord bearing North 08°46'55" East 46.99 feet,
- 3) northerly through a central angle of 03°03'37", 47.00 feet along said curve to a 3/4" pipe with plug, stamped "LS 4806", as shown on last said RECORD OF SURVEY,
  - 4) North 31°50'20" East 61.84 feet,
  - 5) North 10°19'00" East 110.88 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 219.98 feet and a chord bearing North 67°31'45" East 200.42 feet,
  - 6) northeasterly through a central angle of 54°12'01", 208.09 feet along said curve, and
  - 7) South 85°22'15" East 145.40 feet to the **Point of Beginning**.

Together containing 220,046 square feet or 5.05 acres, more or less.

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

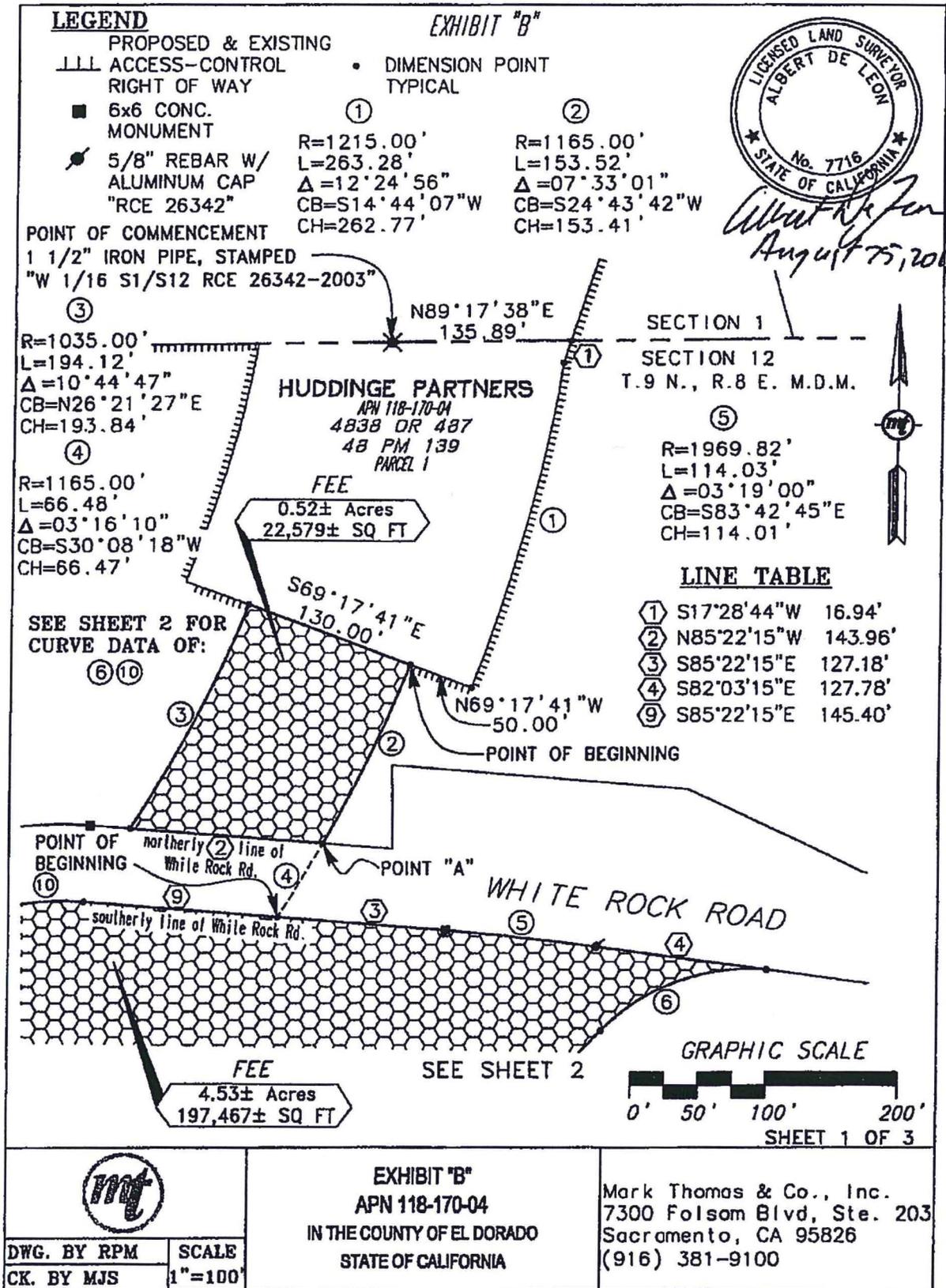
Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Albert DeLeon, LS 7116  
License expires 3-31-13



August 25, 2011  
Date

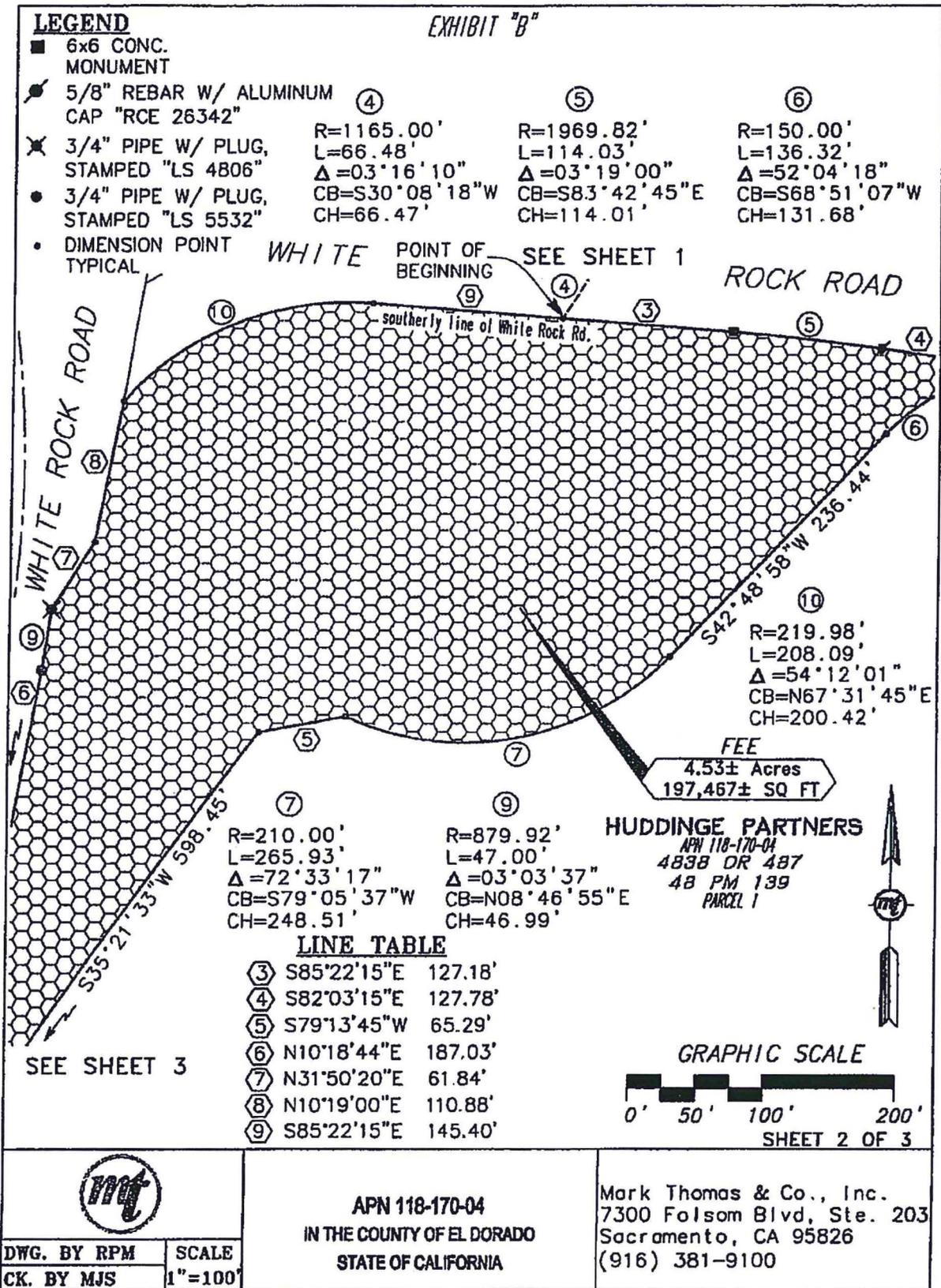


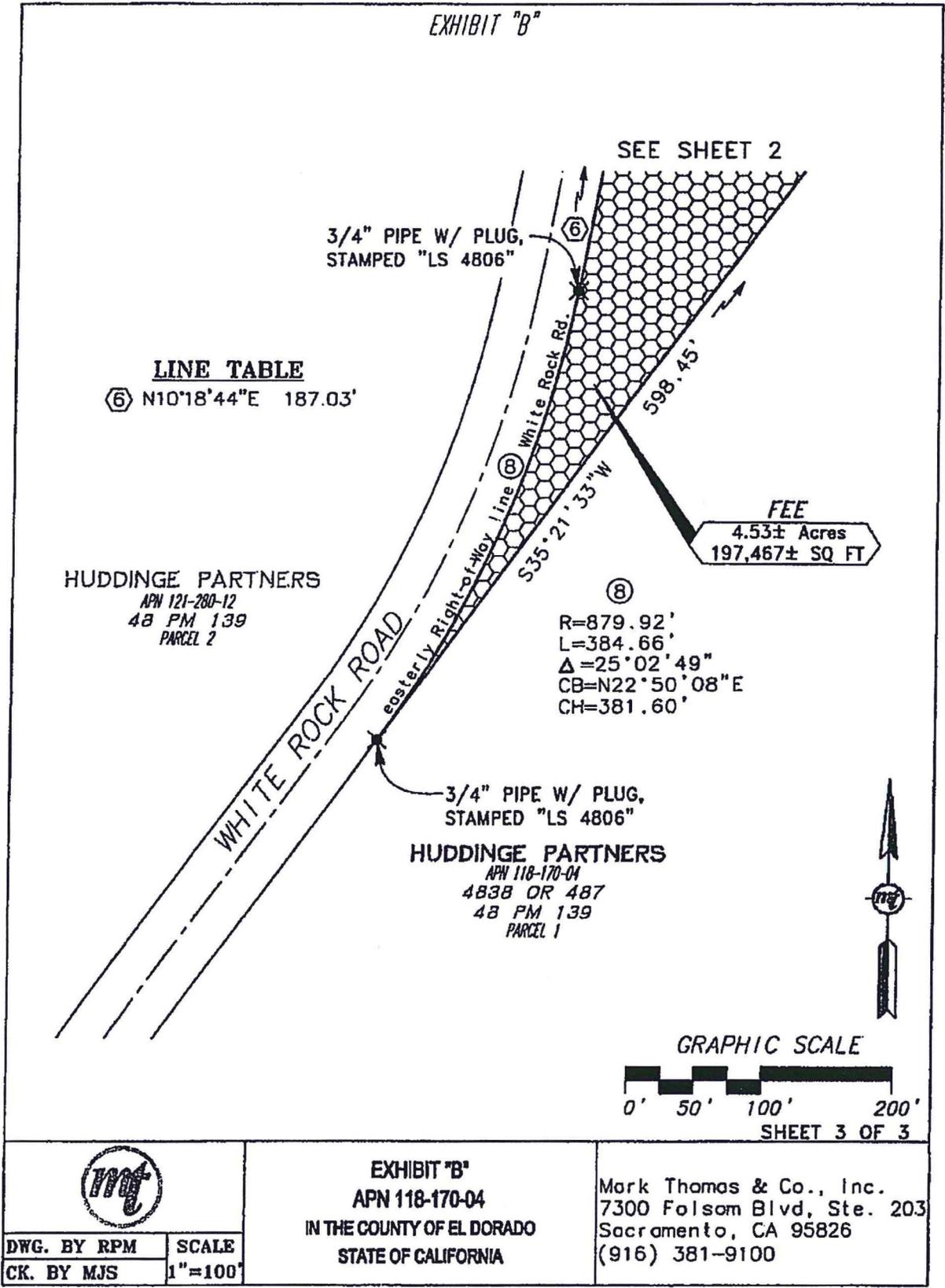


DWG. BY RPM  
CK. BY MJS

**EXHIBIT "B"**  
 APN 118-170-04  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

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





WHEN RECORDED, RETURN TO:

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

APN 118-170-04

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

CT #  
APN 118-170-04

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 AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all those certain real properties 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 their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR:**  
**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

\_\_\_\_\_  
**By:** BRADLEY N. ROTTER

**Its:** General Partner

**Notary Acknowledgements Follow**

**EXHIBIT A**

**APN 118-170-04**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1, as shown on the map titled "PARCEL MAP", filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

**SLOPE & DRAINAGE EASEMENT**

**Commencing** at a 1 1/2" iron pipe with cap, stamped "W 1/16 S1/S12 RCE 26342 2003", marking the North line of Section 12, as shown on last said PARCEL MAP; thence along last said North line, North 89°17'38" East, 135.89 feet; thence leaving last said North line, South 17°28'44" West, 16.94 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,215.00 feet and chord bearing South 14°44'07" West 262.77 feet; thence southerly through a central angle of 12°24'56", 263.28 feet along said curve to the **Point of Beginning**; thence North 69°17'41" West 50.00 feet to a point herein after referred to as **Point "A"** and the beginning of a non-tangent curve concave northwesterly, having a radius of 1,165.00 feet and a chord bearing South 24°43'42" West 153.41 feet; thence southwesterly through a central angle of 07°33'01", 153.52 feet along said curve to a point on the northerly line of White Rock Road, as shown on last said PARCEL MAP and herein after referred to as **Point "B"**; thence along last said northerly line the following three (3) courses:

- 1) South 85°22'15" East 52.54 feet,
- 2) North 00°45'10" West 65.64 feet and
- 3) South 85°11'55" East 33.36 feet to the beginning of a curve concave northwesterly, having a radius of 1,215.00 feet and a chord bearing North 22°33'12" East 68.28 feet;

thence northeasterly through a central angle of  $03^{\circ}13'13''$ , 68.29 feet along said curve to the **Point of Beginning**.

**Together with** all that portion of last said PARCEL 1, more particularly described as follows:

**Commencing** at the hereinabove described **Point "A"**; thence North  $69^{\circ}17'41''$  West 130.00 feet to the **Point of Beginning**; thence continuing, North  $69^{\circ}17'41''$  West 50.00 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 985.00 feet and a chord bearing South  $27^{\circ}09'28''$  West 211.36 feet; thence southwesterly through a central angle of  $12^{\circ}19'06''$ , 211.77 feet along said curve to the northerly line of White Rock Road, as shown on last said PARCEL MAP and the beginning of a non-tangent curve concave southerly, having a radius of 279.98 feet and a chord bearing South  $88^{\circ}09'18''$  East 27.20 feet; thence along last said northerly line, the following two (2) courses:

- 1) easterly through central angle of  $05^{\circ}34'09''$ , 27.21 feet along said curve to a 6" x 6" concrete monument shown on last said PARCEL MAP, and
- 2) South  $85^{\circ}22'15''$  East 30.10 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,035.00 feet and chord bearing North  $26^{\circ}21'27''$  East 193.84 feet;

thence leaving last said northerly line, northeasterly through a central angle of  $10^{\circ}44'47''$ , 194.12 feet along said curve to the **Point of Beginning**.

**Together with** all that portion of last said PARCEL 1, more particularly described as follows:

**Commencing** at the hereinabove described **Point "B"** and the continuation of the hereinabove described 1,165.00 foot radius curve, having a chord bearing South  $30^{\circ}08'18''$  West 66.47 feet; thence along last said continuation, southwesterly through a central angle of

03°16'10", 66.48 feet along said curve to the southerly line of last said White Rock Road; thence along last said southerly line, the following three (3) courses:

- 1) South 85°22'15" East 127.18 feet to a 6" x 6" concrete monument and the beginning of a curve concave southerly, having a radius of 1,969.82 feet and a chord bearing South 83°42'45" East 114.01 feet,
- 2) southeasterly through a central angle of 03°19'00", 114.03 feet along said curve to a 5/8" rebar with aluminum cap, stamped "RCE 26342" and
- 3) South 82°03'15" East 127.78 feet to the beginning of a non-tangent curve concave southeasterly having a radius of 150.00 feet and a chord bearing South 68°51'07" West 131.68 feet and the **Point of Beginning**;

thence southwesterly through a central angle of 52°04'18", 136.32 feet along said curve; thence South 42°48'58" West 236.44 feet to the beginning of a curve concave northerly having a radius of 210.00 feet and a chord bearing South 79°05'37" West 248.51 feet; thence westerly through a central angle of 72°33'17", 265.93 feet along said curve; thence South 79°13'45" West 65.29 feet; thence South 35°21'33" West 547.10 feet to the easterly line of the IRREVOCABLE OFFER OF DEDICATION SLOPE EASEMENT from Huddinge Partners to the COUNTY OF EL DORADO, recorded June 14, 2004 in Document Number 2004-0048078, El Dorado County Records; thence along last said easterly line, the following seven (7) courses:

- 1) South 32°36'46" West 4.33 feet,
- 2) South 31°12'37" West 23.21 feet,
- 3) South 55°13'07" East 18.84 feet,
- 4) South 34°46'53" West 30.00 feet,
- 5) North 55°13'07" West 17.09 feet,
- 6) South 36°10'40" West 48.81 feet, and
- 7) South 33°50'19" West 51.27 feet;

thence leaving last said easterly line, South 54°38'27" East 25.40 feet; thence North 35°21'33" East 268.63 feet; thence South 54°38'27" East 40.00 feet; thence North 35°21'33" East 232.84

feet; thence North 54°38'27" West 40.00 feet; thence North 32°24'32" East 97.15 feet; thence North 35°21'33" East 103.26 feet; thence North 79°13'45" East 33.48 feet; thence South 70°56'07" East 62.08 feet to the beginning of a curve concave northerly, having a radius of 200.00 feet and a chord bearing North 75°27'54" East 221.36 feet; thence northeasterly through a central angle of 67°11'59", 234.57 feet along said curve; thence North 41°51'54" East 301.42 feet to the beginning of a curve concave southeasterly, having a radius of 90.00 feet and a chord bearing North 69°54'19" East 84.62 feet; thence northeasterly through a central angle of 56°04'51", 88.09 feet along said curve to last said southerly line of last said White Rock Road; thence along last said southerly line, North 82°03'15" West 13.65 feet to the **Point of Beginning**.

Together containing 65,518 square feet or 1.50 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

*Albert De Leon*

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



*August 25, 2011*  
Date



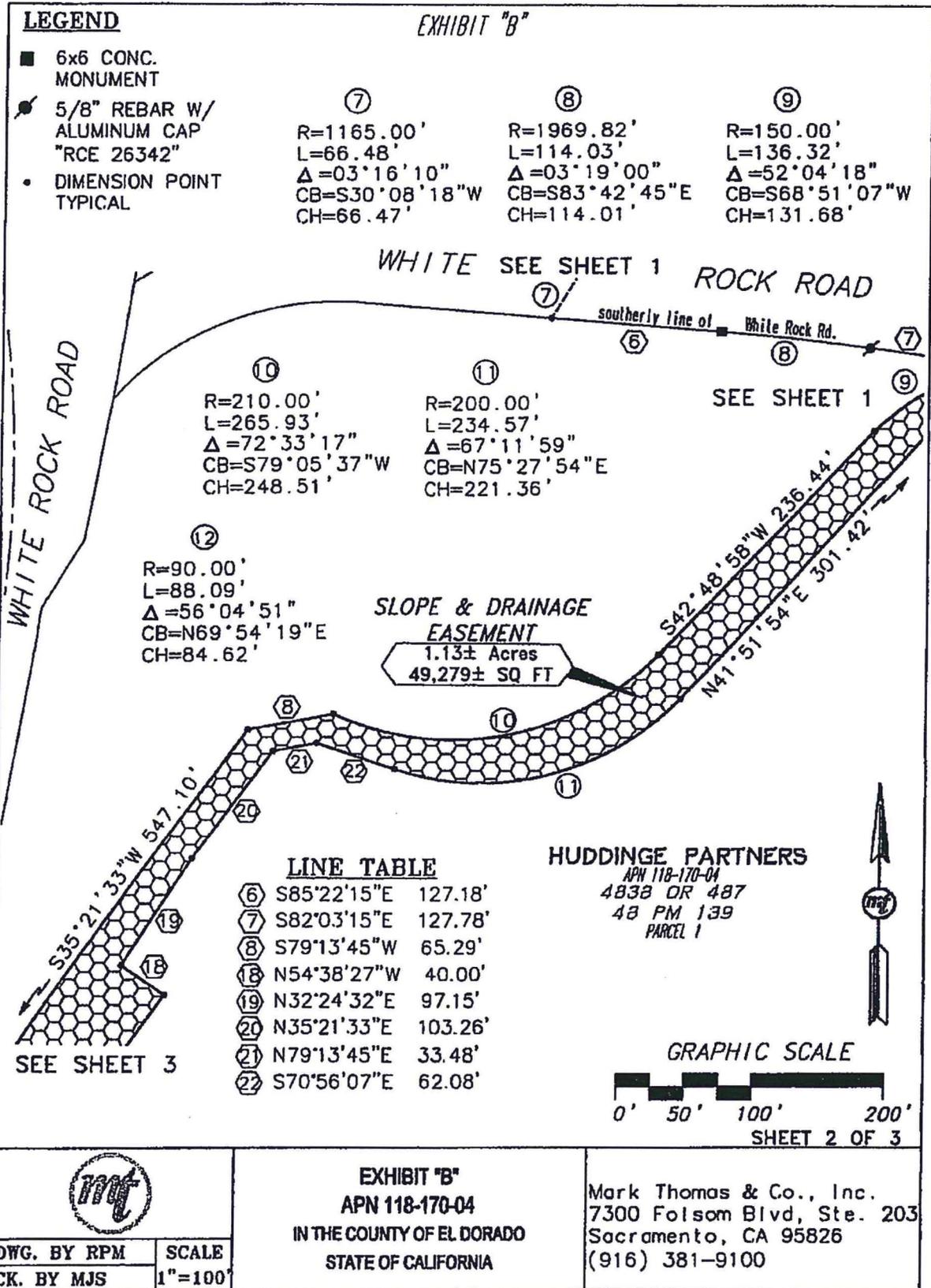


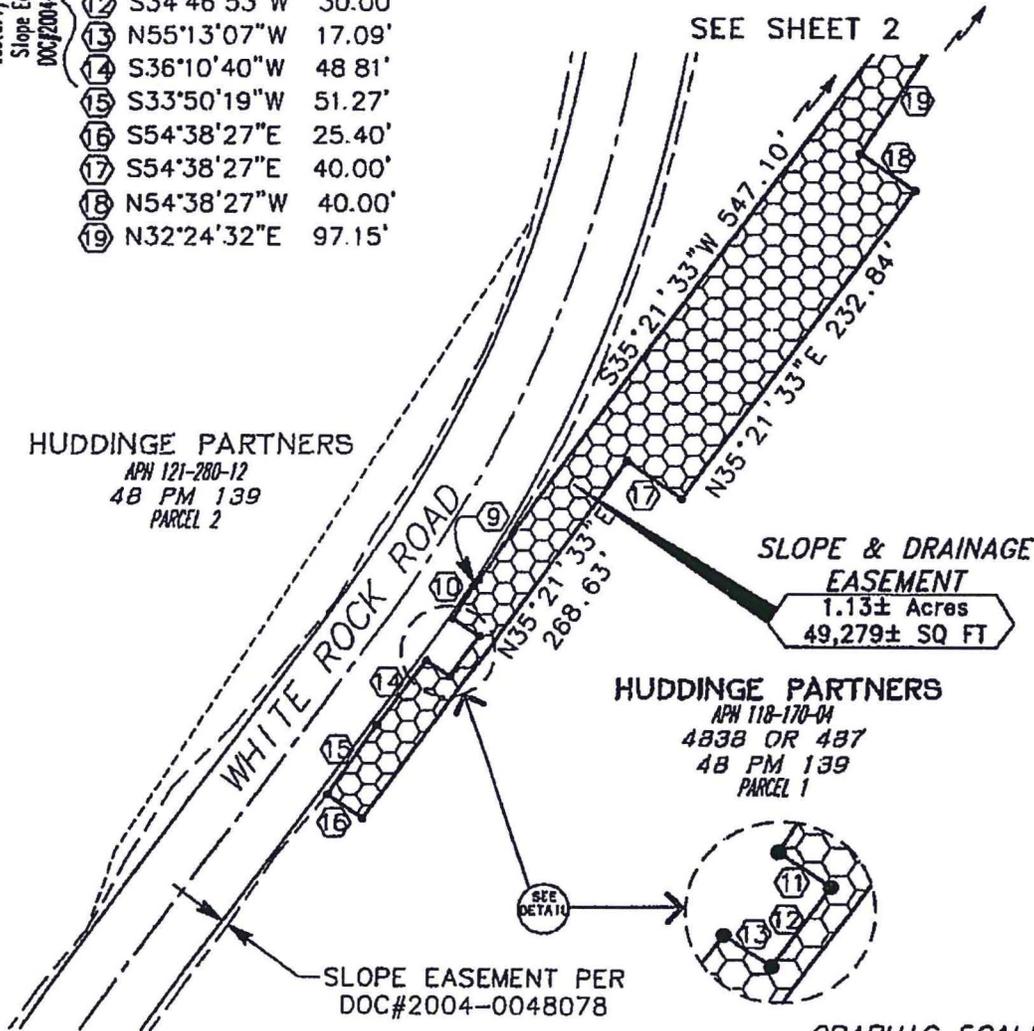
EXHIBIT "B"

LINE TABLE

Station	Bearing	Distance
9	S32°36'46"W	4.33'
10	S31°12'37"W	23.21'
11	S55°13'07"E	18.84'
12	S34°46'53"W	30.00'
13	N55°13'07"W	17.09'
14	S36°10'40"W	48.81'
15	S33°50'19"W	51.27'
16	S54°38'27"E	25.40'
17	S54°38'27"E	40.00'
18	N54°38'27"W	40.00'
19	N32°24'32"E	97.15'

easterly line of  
Slope Easement  
DOC#2004-0048078

HUDDINGE PARTNERS  
APN 121-280-12  
48 PM 139  
PARCEL 2



SLOPE & DRAINAGE  
EASEMENT  
1.13± Acres  
49,279± SQ FT

HUDDINGE PARTNERS  
APN 118-170-04  
4838 OR 487  
48 PM 139  
PARCEL 1

SLOPE EASEMENT PER  
DOC#2004-0048078

GRAPHIC SCALE



SHEET 3 OF 3



DWG. BY RPM  
CK. BY MJS

SCALE  
1"=100'

EXHIBIT "B"  
APN 118-170-04  
IN THE COUNTY OF EL DORADO  
STATE OF CALIFORNIA

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

WHEN RECORDED, RETURN TO:

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

APN 118-170-04

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Slope and Drainage Easement Deed dated

\_\_\_\_\_, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

Assessor's Parcel Number: 118-170-04

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

## TEMPORARY CONSTRUCTION EASEMENT

**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, 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 made a part hereof.

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

1. In consideration of \$1,882.00 (One-thousand Eight-hundred eighty-two Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that 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 US Hwy. 50/Silva Valley Parkway Interchange Improvements Project #71328. 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 directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$78.42 (Seventy-eight Dollars, and 42/100ths 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:**  
**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

Executed on this date: \_\_\_\_\_, 2013

\_\_\_\_\_  
By: BRADLEY N. ROTTER

Its: General Partner

**Notary Acknowledgements Follow**

SVPICProp11HuddingeTCE.

**EXHIBIT A**

**APN 118-170-04**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1 as shown on the map titled "PARCEL MAP", filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

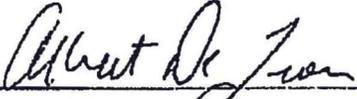
**Beginning** at a 6" x 6" concrete monument on the northerly line of White Rock Road, marking the westerly terminus of a course, shown as North 85°22'15" West 226.60 feet, on the RECORD OF SURVEY, filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence North 85°22'15" West 180.37 feet to the easterly line of Silva Valley Parkway, as shown on last said RECORD OF SURVEY; thence along last said easterly line, South 37°20'52" East 19.14 feet and South 09°08'23" West 44.22 feet to last said northerly line and the beginning of a non-tangent curve concave southerly, having a radius of 279.98 feet and a chord bearing North 75°48'05" East 180.71; thence easterly, along last said northerly line, through a central angle of 37°39'19", 184.00 feet along said curve to the **Point of Beginning**.

Containing 3,138 square feet or 0.07 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

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

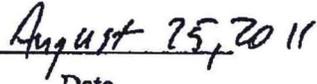
  
\_\_\_\_\_  
Date



EXHIBIT "B"

**LEGEND**

- DIMENSION POINT TYPICAL



*Albert de Leon*  
August 25, 2011

SECTION 1

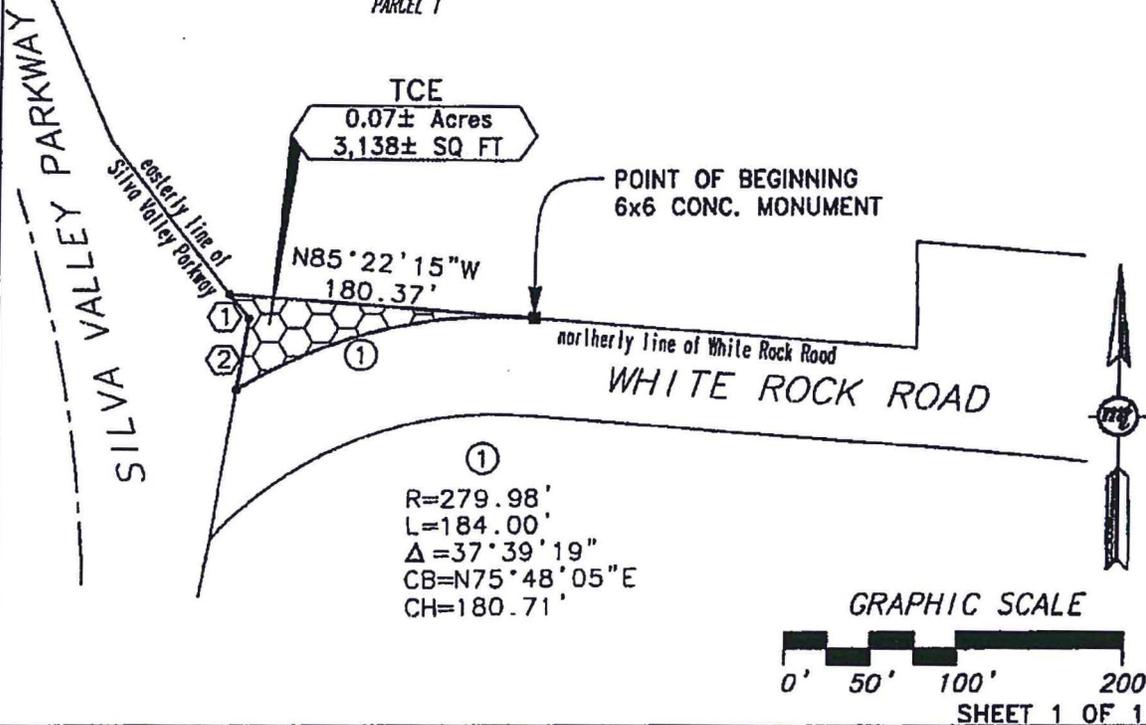
SECTION 12

T.9 N., R.8 E. M.D.M.

**LINE TABLE**

- ① S37°20'52"E 19.14'
- ② S09°08'23"W 44.22'

**HUDDINGE PARTNERS**  
4838 OR 487  
48 PM 139  
PARCEL 1



**EXHIBIT "B"**  
APN 118-170-04  
IN THE COUNTY OF EL DORADO  
STATE OF CALIFORNIA

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

DWG. BY RPM  
CK. BY MJS

SCALE  
1"=100'

WHEN RECORDED, RETURN TO:

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

APN 118-170-04

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement Deed dated

\_\_\_\_\_, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
245 Market Street, N10A, Room 1015  
P.O. Box 770000  
San Francisco, California 94177

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_  
 This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD#2109-08-0366**

**EASEMENT DEED**

2012394 (06-12-057) 9 12 1  
MISSOURI FLAT GOLD HILL 60KV SILVA VALLEY RELOCATION

HUDDINGE PARTNERS, a Nevada limited partnership,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper cross arms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the County of El Dorado, State of California, and are described as follows:

(APN 118-170-04)

PARCEL 1, as shown upon the Parcel Map filed for record February 9, 2005 in Book 48 of Maps at Page 139, El Dorado County Records.

The aforesaid easement area is described as follows:

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

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any poles constructed hereunder with any other number or type of poles either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground

cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Huddinge Partners,  
a Nevada limited partnership

By \_\_\_\_\_  
Bradley Rotter, General Partner

Area: 6  
Land Service Office: Sacramento  
Operating Department: Electric Transmission  
USGS location: MDM, T9N, R8E, Sec. 12, NW 1/4  
FERC License Number(s): N/A  
PG&E Drawing Number(s): N/A  
PLAT NO. J3519, J3518  
LD of any affected documents: 2109-08-0103  
LD of any Cross-referenced documents: 2109-08-0103  
TYPE OF INTEREST: 03, 11r, 42  
SBE Parcel Number: N/A  
(For Quitclaims, % being quitclaimed): N/A  
Order # or PM #: 30801077  
JCN: 06-12-057  
County: El Dorado  
Utility Notice Numbers: N/A  
851 Approval Application No. \_\_\_\_\_ N/A Decision \_\_\_\_\_  
Prepared By: j3ae  
Checked By:  
Revision Number: 1

**EXHIBIT A**

**APN 118-170-04**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1 as shown on the map titled "PARCEL MAP", filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

**PG&E EASEMENT**

**Commencing** at a 1 1/2" iron pipe with cap, stamped "W 1/16 S1/S12 RCE 26342 2003", marking the North line of Section 12, as shown on last said PARCEL MAP; thence along last said North line, North 89°17'38" East, 135.89 feet to the **Point of Beginning**; thence leaving last said North line, South 17°28'44" West, 16.94 feet to the beginning of a non-tangent curve concave westerly, having a radius of 1,215.00 feet and chord bearing South 09°23'38" West 36.74 feet; thence southerly through a central angle of 01°43'58", 36.74 feet along said curve; thence South 87°38'46" East 36.08 feet; thence North 19°56'26" East 57.91 feet to last said North line; thence along last said North line, South 89°17'38" West 44.72 feet to the **Point of Beginning**.

**Together with** all that portion of last said PARCEL 1, more particularly described as follows:

**Commencing** at last said 1 1/2" iron pipe with cap; thence along last said North line, North 89°17'38" East, 135.89 feet; thence leaving last said North line, South 17°28'44" West, 16.94 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 1,215.00 feet and chord bearing South 14°44'07" West 262.77 feet; thence southerly through a central angle of 12°24'56", 263.28 feet along said curve; thence North 69°17'41" West 230.00 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 985.00 feet and chord bearing North 15°22'39" East 192.96 feet; thence northerly through a

central angle of  $11^{\circ}14'33''$ , 193.28 feet along said curve to last said North line and the **Point of Beginning**; thence along last said North line, South  $89^{\circ}17'38''$  West 381.09 feet; thence leaving last said North line, South  $72^{\circ}10'01''$  East 125.80 feet; thence North  $89^{\circ}17'38''$  East 253.57 feet to the beginning of a non-tangent curve concave westerly, having a radius of 985.00 feet and a chord bearing North  $10^{\circ}56'39''$  East 40.84 feet; thence northerly through a central angle of  $02^{\circ}22'33''$ , 40.84 feet along said curve to the **Point of Beginning**.

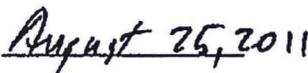
Together containing 14,904 square feet or 0.34 acres, more or less.

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

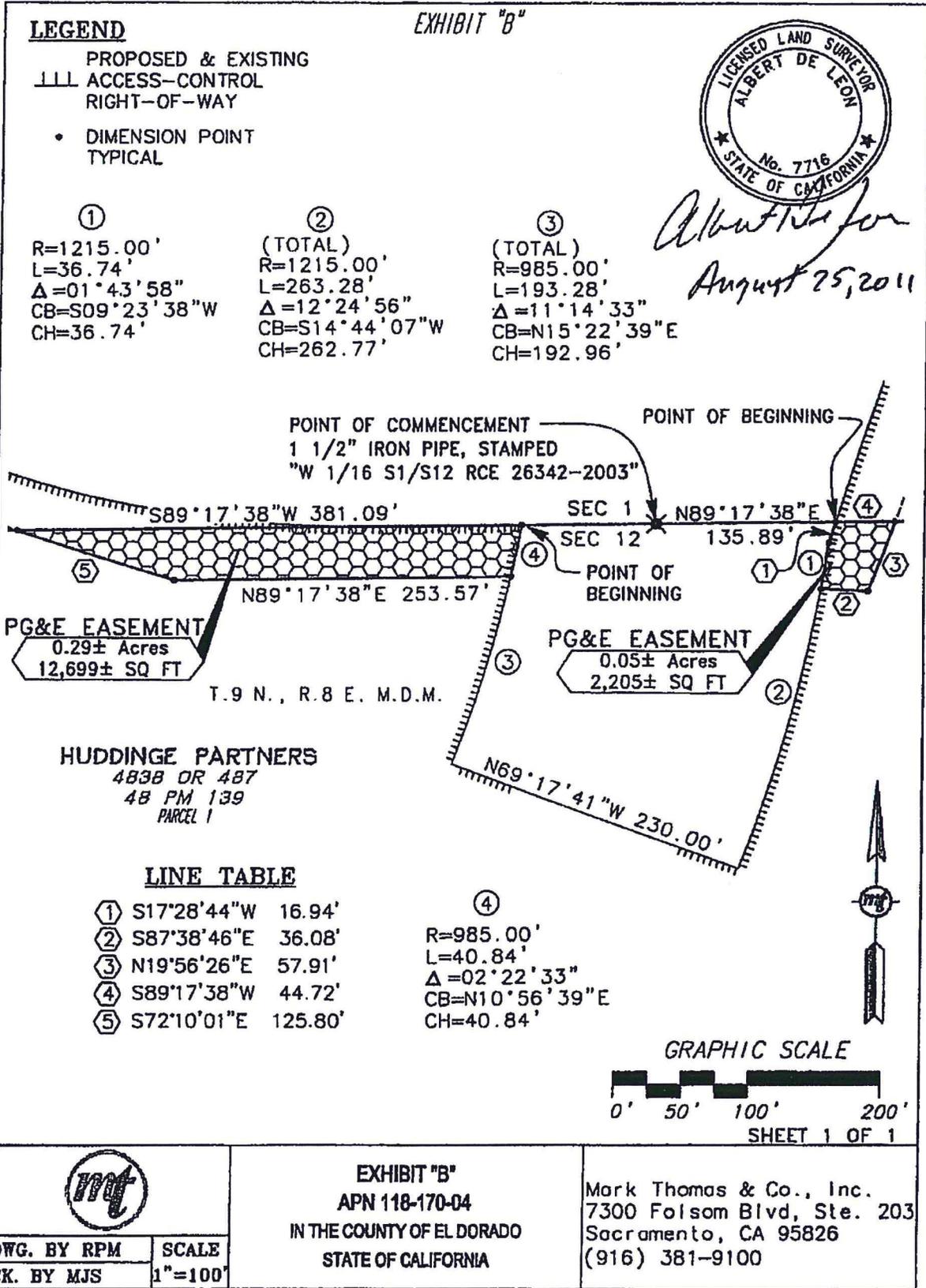
Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

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

  
Date





**EXHIBIT "B"**  
**APN 118-170-04**  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

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

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