

Seller: TPC/VPD LLC
APN: 117-160-34&35
Old APN: 108-030-21&16
Project#: 66101
Escrow#: 205-9949



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 TPC/VPD VENTURE 1, LLC A CALIFORNIA LIMITED LIABILITY COMPANY, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in 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 Public Service Easement as described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement (TCE) as described and depicted in Exhibit D 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, and D and the exhibits thereto. The terms of the Public Service Easement and TCE shall be those set forth in Exhibits C and D 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 **\$2,248.00 for fee title, \$3,398.00 for the Public Service Easement, and \$2,614.00 for the TCE, for a total of \$8,260.00 (Eight-Thousand Two-Hundred Sixty Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$8,260.00.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9949, 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, Public Service Easement, and TCE from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to

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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

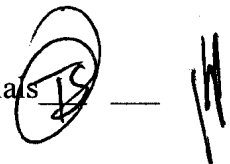
County shall pay:

- 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, Public Service Easement , and TCE;
and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deed, Public Service Easement, 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. 205-9949, dated August 02, 2006, if any; and
- C. Exceptions numbered 1, 2, 3, 4, and 5, paid current, and subject to items 6, 7, 8, 9, 10, 11, 12,



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13, 14, 15, 16, 17, 18, 19, 21, 22, 23, and 24 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.

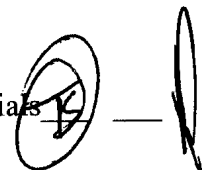
6. WARRANTIES

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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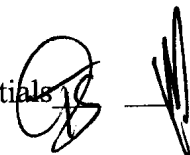
compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real 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. 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. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the fee property described in the Grant Deed 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 adjacent to Latrobe Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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

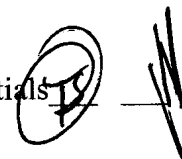
This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

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 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.



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14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW


- A. Seller shall execute and deliver to Escrow Holder the Grant Deed, Public Service Easement, 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 Deed, Public Service Easement, and TCE.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed, Public Service Easement, and TCE for the Acquisition Properties described and depicted in Exhibits B, C, and D 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.

15. TIME IS OF THE ESSENCE

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

16. BEST EFFORTS

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller



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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: Kristen Pigman
TPC/VPD Venture 1 LLC
2481 Sunrise Blvd Ste. 200
Gold River, CA 95670**

**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**

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.



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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

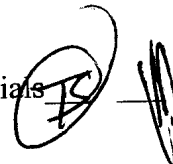
In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

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

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.



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All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

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: 117-160-34 & 35) where necessary to perform the replacement and/or reconstruction as described in Section 24 of this Agreement. Seller understands and agrees that after completion of the work described in Section 24, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance

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.

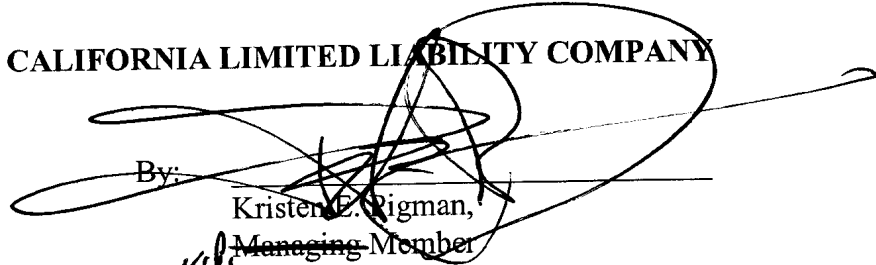


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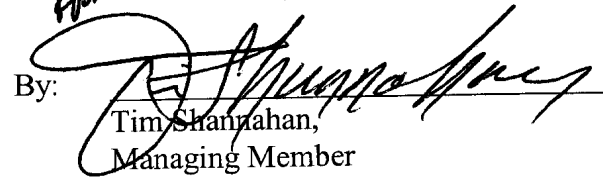
SELLER:

TPC/VPD VENTURE 1, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

Date: 1/22/07

By: 
Kristen E. Rigman,
Managing Member

Date: 1/24/07

By: 
Tim Shanahan,
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: _____

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 11, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M.,
DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THE PARCEL MAP FILED IN THE OFFICE OF THE COUNTY
RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON JUNE 30, 1995, IN BOOK
45 OF PARCEL MAPS, AT PAGE 53.

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, **TPC/VPD VENTURE 1, LLC A CALIFORNIA 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, Grantors have herein subscribed their names on this _____ day of _____, 2007.

GRANTOR:

TPC/VPD VENTURE 1, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____
Kristen E. Pigman,
Managing Member

By: _____
Tim Shannahan,
Managing Member

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

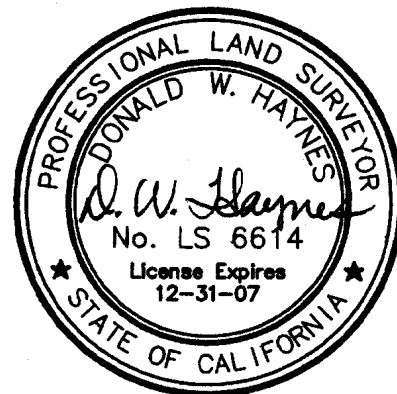
All that portion of Parcel A, as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 53, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the southeasterly corner of said parcel; thence along the southeasterly boundary South 63°10'46" West (cite South 63°13'06" West) 82.788 meters (271.61 feet) to the new northwesterly right-of-way line of White Rock Road, the beginning of a 318.180 meter (1,043.90 foot) radius non-tangent curve to the right; thence along said right-of-way line the following 4 courses: 1) northeasterly along said curve an arc distance of 36.478 meters (119.68 feet), through a central angle of 06°34'08", and subtended by a chord which bears North 59°57'43" East 36.459 meters (119.61 feet); 2) North 63°14'47" East 38.349 meters (125.82 feet); 3) North 59°08'30" East 4.410 meters (14.47 feet); thence North 26°45'13" West 1.742 meters (5.72 feet) to the beginning of a 13.234 meter (43.42 foot) radius non-tangent curve to the left; thence northeasterly along said curve an arc distance of 11.717 meters (38.44 feet), through a central angle of 50°43'29", and subtended by a chord which bears North 42°13'03" East 11.338 meters (37.20 feet) to the existing westerly right-of-way line of Latrobe Road; thence on a non-tangent line along said right-of-way line South 05°21'55" East (cite South 05°21'04" East) 4.656 meters (15.28 feet); to the existing northwesterly right-of-way line of said White Rock Road; thence along said right-of-way line South 27°26'24" West (cite South 27°27'15" West) 6.465 meters (21.21 feet) to the point of beginning, containing 0.0172 hectares (0.043 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

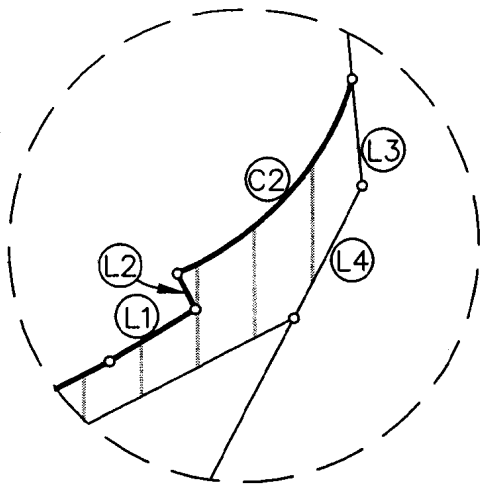
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



2-16-06

EXHIBIT "B"

TPC/VPD VENTURE 1 LLC
 108:030:21
 PARCEL A
 POR. 45-PM-53(A)

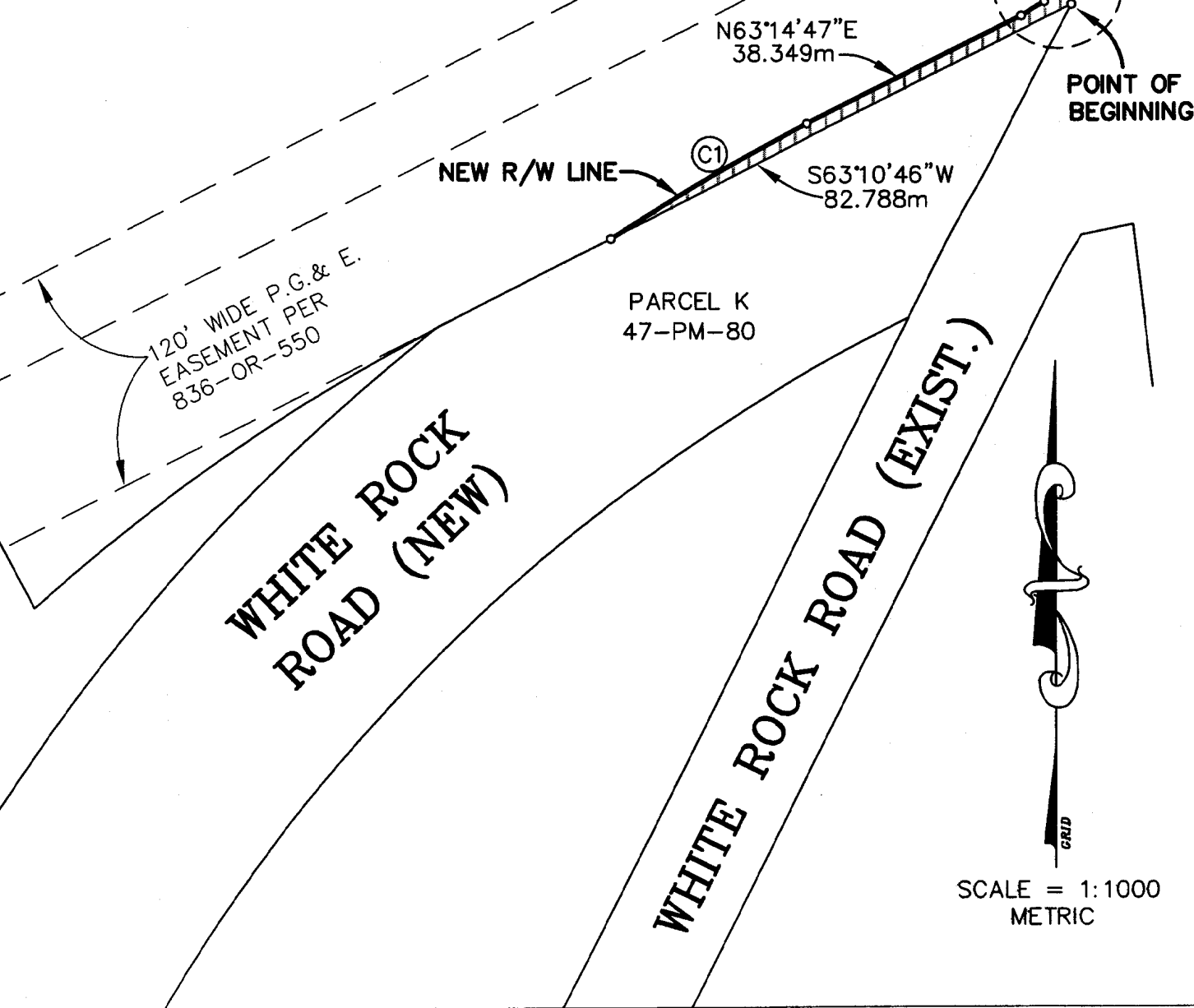


DETAIL
 NO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N59°08'30"E	4.410m
L2	N26°45'13"W	1.742m
L3	S05°21'55"E	4.656m
L4	S27°26'24"W	6.465m

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	36.478m	318.180m	6°34'08"	N59°57'43"E	36.459m
C2	11.717m	13.234m	50°43'29"	N42°13'03"E	11.338m

LATROBE RD.



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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 PUBLIC SERVICE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **TPC/VPD VENTURE 1, LLC A CALIFORNIA 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 service easement for slope construction, storm drains and drainage facilities, guardrails, sidewalks, retaining walls, polelines, communication lines and maintenance of said facilities, 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, Grantors have herein subscribed their names on this _____ day of _____, 2007.

GRANTOR:

TPC/VPD VENTURE 1, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____
Kristen E. Pigman,
Managing Member

By: _____
Tim Shannahan,
Managing Member

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC SERVICE EASEMENT

All that portion of Parcel A, as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 53, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, 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 southeasterly boundary of said parcel, a point on the new northwesterly right-of-way line of White Rock Road, from which the southeast corner of said parcel bears North 63°10'46" East (cite North 63°13'06" East) 82.788 meters (271.61 feet); **thence from said point of beginning** along said new right-of-way line the following 4 courses: 1) 36.478 meters (119.68 feet) northeasterly along the arc of a 318.180 meter (1,043.90 foot) radius non-tangent curve to the right, through a central angle of 06°34'08", and subtended by a chord which bears North 59°57'43" East 36.459 meters (119.61 feet); 2) North 63°14'47" East 38.349 meters (125.82 feet); 3) North 59°08'30" East 4.410 meters (14.47 feet); 3) North 26°45'13" West 1.742 meters (5.72 feet) to the beginning of a 13.234 meter (43.42 foot) radius non-tangent curve to the left; 4) northeasterly along said curve an arc distance of 11.717 meters (38.44 feet), through a central angle of 50°43'29", and subtended by a chord which bears North 42°13'03" East 11.338 meters (37.20 feet) to the westerly right-of-way line of Latrobe Road; thence along said right-of-way line North 05°21'55" West 3.140 meters (10.30 feet); thence leaving said right-of-way line South 84°38'05" West 1.611 meters (5.29 feet) to the beginning of a 9.594 meter (31.48 foot) radius non-tangent curve to the right; thence southwesterly along said curve an arc distance of 11.723 meters (38.46 feet), through a central angle of 70°00'41", and subtended by a chord which bears South 40°22'53" West 11.008 meters (36.11 feet); thence on a non-tangent line South 19°06'41" East 0.636 meters (2.09 feet); thence South 70°53'19" West 26.470 meters (86.84 feet); thence South 64°27'47" West 70.160 meters (230.18 feet); thence South 38°09'43" West 29.102 meters (95.48 feet) to the southerly boundary, and the beginning of a 323.061 meter (1,059.91 foot) radius non-tangent curve to the right; thence northeasterly along said curve and boundary an arc distance of 17.217 meters (56.49 feet), through a central angle of 03°03'12", and subtended by a chord which bears North 61°39'09" East 17.215 meters (56.48 feet); thence North 63°10'46" East 26.381 meters (86.55 feet) to the point of beginning, containing 0.1050 hectares (0.260 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.



10-25-06

EXHIBIT "B"

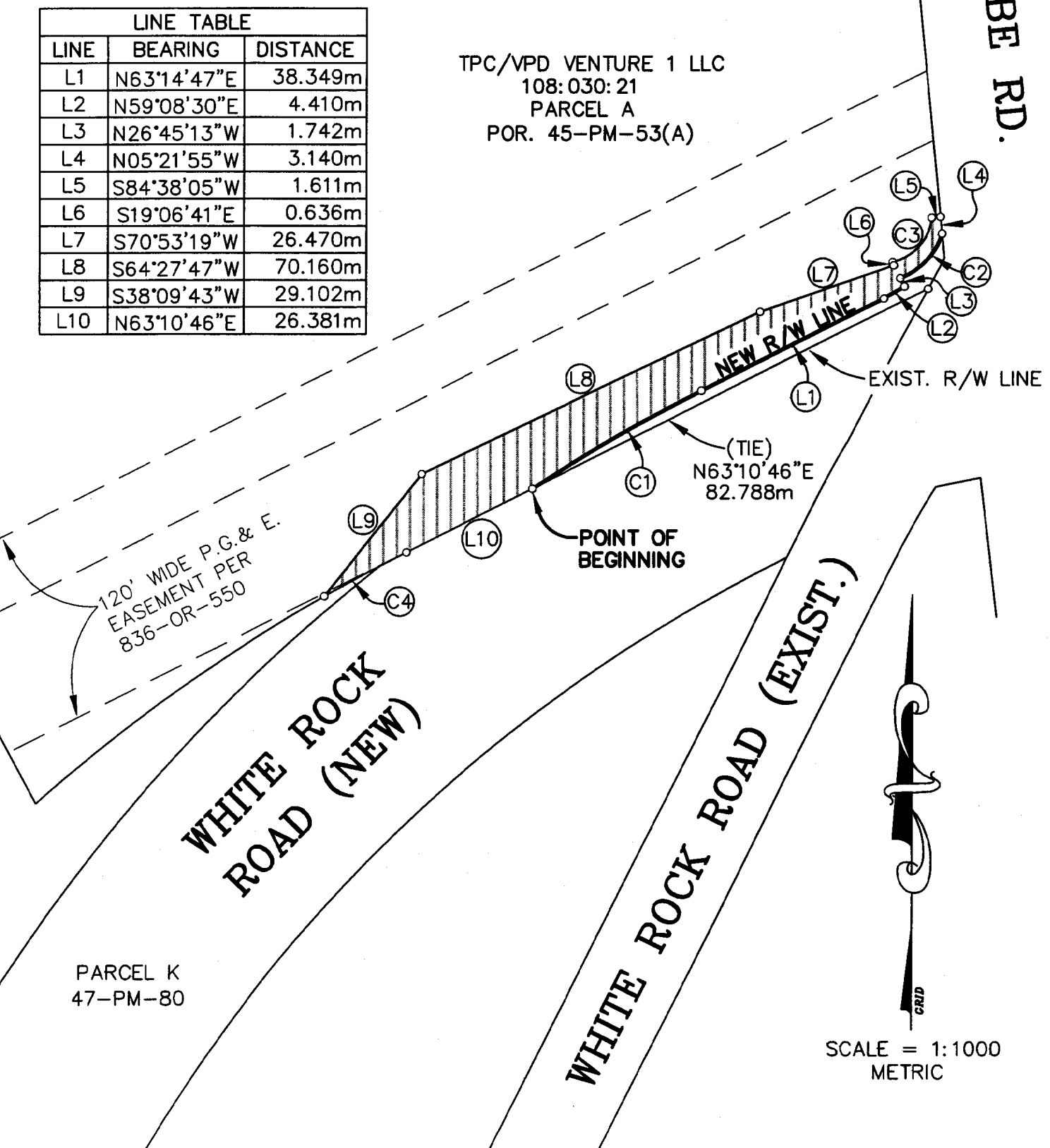
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	36.478m	318.180m	6°34'08"	N59°57'43"E	36.459m
C2	11.717m	13.234m	50°43'29"	N42°13'03"E	11.338m
C3	11.723m	9.594m	70°00'41"	S40°22'53"W	11.008m
C4	17.217m	323.061m	3°03'12"	N61°39'09"E	17.215m

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°14'47"E	38.349m
L2	N59°08'30"E	4.410m
L3	N26°45'13"W	1.742m
L4	N05°21'55"W	3.140m
L5	S84°38'05"W	1.611m
L6	S19°06'41"E	0.636m
L7	S70°53'19"W	26.470m
L8	S64°27'47"W	70.160m
L9	S38°09'43"W	29.102m
L10	N63°10'46"E	26.381m

TPC/VPD VENTURE 1 LLC
 108:030:21
 PARCEL A
 POR. 45-PM-53(A)

LATROBE RD.

Drawing Name: J:\DCA\72335\DWGS\RV EXHIBITS\108-030-21\E.dwg, Layout Tab: Model, Last Saved: Thu, 16 Feb 2006 - 11:27am, D:\haynes



PARCEL K
 47-PM-80



SCALE = 1:1000
 METRIC

EXHIBIT "D"

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: 117-160-34 & 35

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2

Project #66101

APN: 117-160-34 & 35

TEMPORARY CONSTRUCTION EASEMENT

TPC/VPD VENTURE 1, LLC A CALIFORNIA 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, under, 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 "D"

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 **\$435.66 (Four-Hundred Thirty-Five Dollars and Sixty-Six Cents, 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:

TPC/VPD VENTURE 1, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

Executed on this date: _____, 2007

By: _____
Kristen E. Pigman,
Managing Member

By: _____
Tim Shannahan
Managing Member

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel A, as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 53, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, 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 easterly boundary of said parcel, a point on the westerly right-of-way line of Latrobe Road, from which the most easterly corner of said parcel bears South 05°21'55" East (cite South 05°21'04" East) 7.796 meters (25.58 feet); **thence from said point of beginning** along said right-of-way line North 05°21'55" West 3.500 meters (11.48 feet); thence leaving said right-of-way line South 84°38'05" West 1.611 meters (5.29 feet); thence South 39°24'49" West 11.729 meters (38.48 feet); thence South 70°53'19" West 26.978 meters (88.51 feet); thence South 64°27'47" West 71.174 meters (233.51 feet); thence South 38°09'43" West 38.989 meters (127.92 feet) to the southerly boundary and the beginning of a 323.061 meter (1059.91 foot) non-tangent curve to the right; thence northeasterly along said curve and boundary an arc distance of 9.722 meters (31.90), through a central angle of 01°43'27", and subtended by a chord which bears North 59°15'49" East 9.721 meters (31.89 feet); thence leaving said boundary on a non-tangent line North 38°09'43" East 29.102 meters (95.48 feet); thence North 64°27'47" East 70.160 meters (230.18 feet); thence North 70°53'19" East 26.470 meters (86.84 feet); thence North 19°06'41" West 0.636 meters (2.09 feet) to the beginning of a 9.594 meter (31.48 foot) radius non-tangent curve to the left; thence northeasterly along said curve an arc distance of 11.723 meters (38.46 feet), through a central angle of 70°00'41", and subtended by a chord which bears North 40°22'53" East 11.008 meters (36.11 feet); thence on a non-tangent line North 84°38'05" East 1.611 meters (5.29 feet) to the point of beginning, containing 0.0506 hectares (0.125 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.



2-17-06

EXHIBIT "B"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	11.723m	9.594m	70°00'41"	N40°22'53"E	11.008m

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°21'55"W	3.500m
L2	S84°38'05"W	1.611m
L3	S39°24'49"W	11.729m
L4	S70°53'19"W	26.978m
L5	S64°27'47"W	71.174m
L6	S38°09'43"W	38.989m
L7	N38°09'43"E	29.102m
L8	N64°27'47"E	70.160m
L9	N70°53'19"E	26.470m
L10	N19°06'41"W	0.636m
L11	N84°38'05"E	1.611m
L12	S05°21'55"E	7.796m

TPC/VPD VENTURE 1 LLC
 108: 030: 21
 PARCEL A
 POR. 45-PM-53(A)

LATROBE RD.

P.O.B.

(TIE) L12

Drawing Name: J:\DCA\2335\DWGS\RV EXHIBITS\108-030-21\TCE.dwg Layout Tab: Model, Last Saved: Thu, 16 Feb 2006 - 4:49pm, DHaynes

120' WIDE P.G. & E.
 EASEMENT PER
 836-OR-550

R=323.061m
 L=9.722m
 Δ=1°43'27"
 Ch=N59°15'49"E
 9.721m

WHITE ROCK ROAD (NEW)

WHITE ROCK ROAD (EXIST.)

PARCEL K
 47-PM-80



SCALE = 1:1000
 METRIC

NEW SLOPE EASEMENT
 NEW R/W LINE

L6 L7

L5

L8

L4

L3

C1

L2

L1

L9

L10

L11

L12