

Seller: Prospect Inv. Co.  
APN: 327-110-04  
Project#: 71336  
Escrow#: 205-10607

**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 PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP, as a successor in interest by merger from EL DORADO LAND COMPANY, A LIMITED PARTNERSHIP, 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, and a Temporary Construction Easement as described and depicted in Exhibit C 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:

**AGREEMENT**

**1. ACQUISITION**

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby

Seller's Initials RS 

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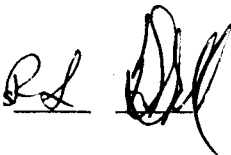
agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibit B and Exhibit C and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit C, which is attached hereto and hereby incorporated by reference and made a part hereof.

## 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$564.00 for fee title and \$362.00 for the Temporary Construction Easement, increased to a total **not-to-exceed amount** of \$2,500.00 (Two-Thousand Five-hundred Dollars, exactly) which represents the total amount of compensation to Seller. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is less than \$2,500.00, but that nominal compensation of \$2,500.00 is required by Caltrans regulations.

## 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10607 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 and Temporary Construction Easement 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 close escrow. The escrow must be closed no later than May 30, 2009, unless the closing



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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 and Temporary Construction Easement;  
and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant Deed and Temporary Construction Easement, 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.205-10607 dated January 14, 2009, if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 as listed in said preliminary title report.



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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 deed.

## 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



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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**

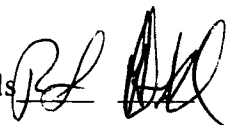
It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising 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.

**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 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



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of improvements adjacent to U.S. Highway 50, 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. COUNTERPARTS**

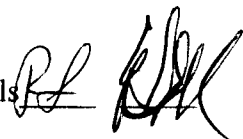
This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**12. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

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

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Temporary Construction Easement 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 and Temporary Construction Easement.



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C. Escrow Holder shall:

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

**14. TIME IS OF THE ESSENCE**

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

**15. BEST EFFORTS**

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

**16. NOTICES**

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



Seller: Prospect Inv. Co.  
APN: 327-110-04  
Project#: 71336  
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**SELLER:** Prospect Investment Company, L.P.  
c/o Howard Miller  
1670 Teal Pond Road  
Placerville, CA 95667

**COUNTY:** County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667

**COPY TO:** County of El Dorado  
Department of Transportation  
Attn: R/W Program Manager  
2850 Fairlane Court  
Placerville, CA 95667

**17. BINDING EFFECT**

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

**18. GOVERNING LAW**


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

**19. HEADINGS**

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

**20. WAIVER**

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





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**21. ATTORNEY'S FEES**

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

**22. LEASE WARRANTY PROVISION**

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

**23. EFFECTIVE DATE**

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

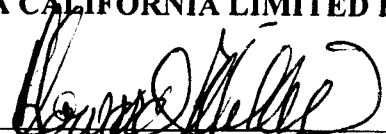
**24. ENTIRE AGREEMENT**

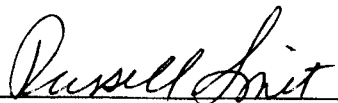
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

**SELLER:**

**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

Date: 4-2-09

By:   
Howard Miller, General Partner

By:   
Russell Smit, General Partner

Seller's Initials RS RS

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Project#: 71336  
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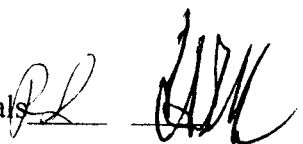
**COUNTY OF EL DORADO:**

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

By: \_\_\_\_\_  
Ron Briggs, Chairman of the Board  
Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ  
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:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 31, 1975 IN BOOK 9 OF PARCEL MAPS AT PAGE 117.

A.P.N. 327-110-04-100

**EXHIBIT "B"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

\_\_\_\_\_  
Above section for Recorder's use

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**, as a successor in interest by merger from **EL DORADO LAND COMPANY, A LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS 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 \_\_\_\_\_, 2009.

**GRANTOR:**  
**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
Howard Miller, General Partner

By: \_\_\_\_\_  
Russell Smit, General Partner

**Notary Acknowledgements Follow**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 9 of Parcel Maps, at Page 117, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the southeast corner of said parcel; thence along the existing northerly right-of-way line of U.S. Highway 50 South 70°34'23" West (cite South 71°16'47" West) 28.123 meters (92.27 feet) to the new northerly right-of-way line of said U.S. Highway 50; thence leaving said existing right-of-way line along said new right-of-way line the following 2 courses: 1) North 59°29'58" East 7.324 meters (24.03 feet); 2) North 70°34'19" East 21.485 meters (70.49 feet) to the easterly boundary of said parcel; thence along said easterly boundary South 01°53'29" West (cite South 02°36'45" West) 1.511 meters (4.96 feet) to the point of beginning, containing 34.9 sq. meters (376 sq. ft.), more or less.

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.

See attached Exhibit "B"

END OF DESCRIPTION.

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 0.999855.



2-02-06

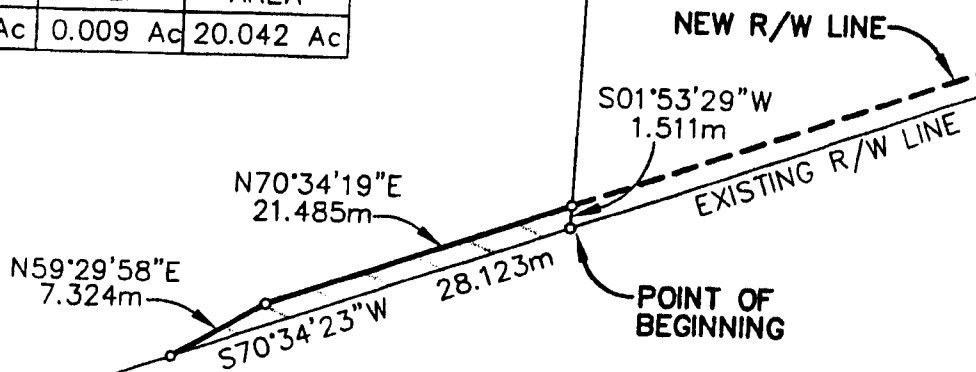
EXHIBIT "B"

EL DORADO LAND CO.  
 PARCEL 1  
 9-PM-117  
 APN 327:110:04

ASSESSED AREA	TAKE AREA	REMAINING AREA
20.051 Ac	0.009 Ac	20.042 Ac



SCALE = 1:500  
 METRIC



U.S. HWY. 50

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**EXHIBIT "C"**

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: 327-110-04

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange  
Phase 1B, Project #71336  
APN: 327-110-04

**TEMPORARY CONSTRUCTION EASEMENT**

**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP, as a successor in interest by merger from EL DORADO LAND COMPANY, A 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 \$362.00 (Three-Hundred Sixty-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 U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1B. 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 U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1B. 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. Fencing that is currently in the temporary construction easement area may need to be moved.

**EXHIBIT "C"**

If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

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 U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1B is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$31.00 (Thirty-One Dollars, exactly) will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**GRANTOR:**

**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

Executed on this date: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Howard Miller, General Partner

By: \_\_\_\_\_  
Russell Smit, General Partner

**Notary Acknowledgements Follow**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

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Beginning on the southerly boundary of said parcel, from which the southeast corner of said parcel bears North 70°34'23" East (cite North 71°16'47" East) 28.123 meters (92.27 feet); thence leaving said boundary along the new northerly right-of-way line of U.S. Highway 50 the following 2 courses: 1) North 59°29'58" East 7.324 meters (24.03 feet); 2) North 70°34'19" East 21.485 meters (70.49 feet) to the easterly boundary of said parcel; thence along said boundary North 01°53'29" East (cite North 02°36'45" East) 3.220 meters (10.56 feet); thence leaving said boundary South 70°34'19" West 22.946 meters (75.28 feet); thence South 59°29'58" West 22.943 meters (75.27 feet) to the existing northerly right-of-way line of said U.S. Highway 50; thence along said existing right-of-way line North 70°34'23" East 15.619 meters (51.24 feet) to the point of beginning, containing 112.0 sq. meters (1,206 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



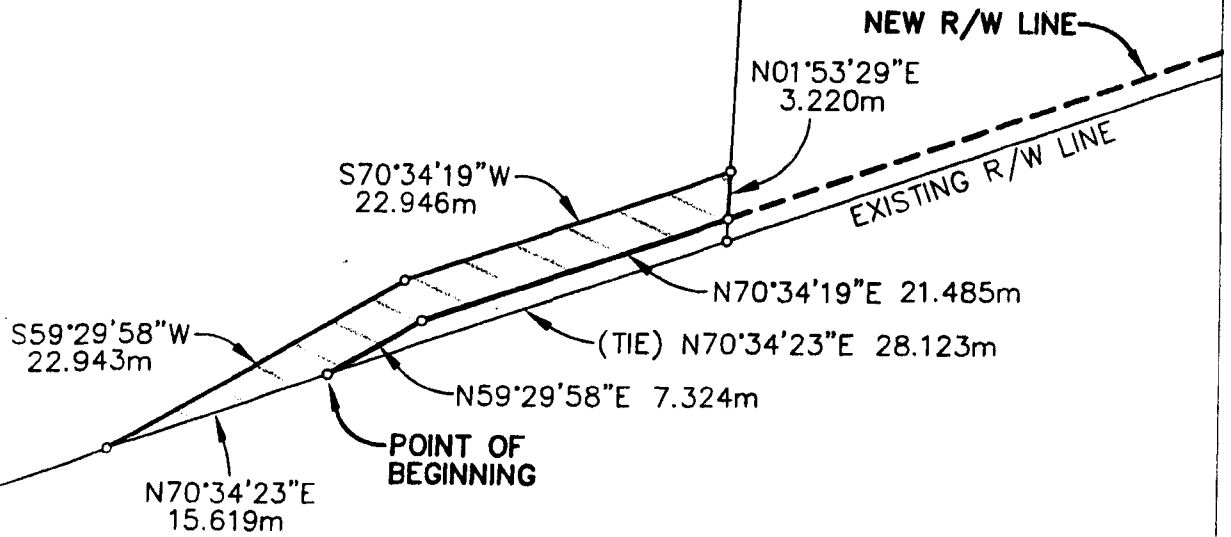
7-05-06

EXHIBIT "B"

EL DORADO LAND CO.  
PARCEL 1  
9-PM-117  
APN 327:110:04



SCALE = 1:500  
METRIC



U.S. HWY. 50

Plot: 1997 09-0603.C18.dwg, Layout: 1, Tab: Model, Last Saved: Thu, 02 Feb 2006 - 11:19am, D:\aynes

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, **PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**, as a successor in interest by merger from **EL DORADO LAND COMPANY, A LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS 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 \_\_\_\_\_, 2009.

**GRANTOR:**  
**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
Howard Miller, General Partner

By: \_\_\_\_\_  
Russell Smit, General Partner

**Notary Acknowledgements Follow**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

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Beginning at the southeast corner of said parcel; thence along the existing northerly right-of-way line of U.S. Highway 50 South  $70^{\circ}34'23''$  West (cite South  $71^{\circ}16'47''$  West) 28.123 meters (92.27 feet) to the new northerly right-of-way line of said U.S. Highway 50; thence leaving said existing right-of-way line along said new right-of-way line the following 2 courses: 1) North  $59^{\circ}29'58''$  East 7.324 meters (24.03 feet); 2) North  $70^{\circ}34'19''$  East 21.485 meters (70.49 feet) to the easterly boundary of said parcel; thence along said easterly boundary South  $01^{\circ}53'29''$  West (cite South  $02^{\circ}36'45''$  West) 1.511 meters (4.96 feet) to the point of beginning, containing 34.9 sq. meters (376 sq. ft.), more or less.

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.

See attached Exhibit "B"

END OF DESCRIPTION.

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2-02-06

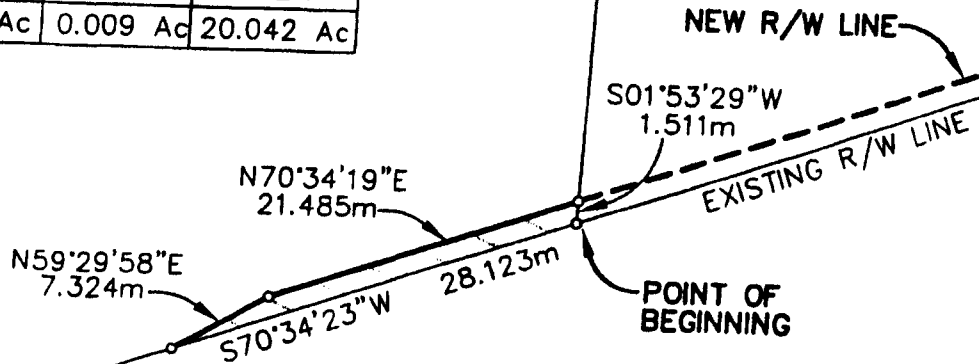
EXHIBIT "B"

EL DORADO LAND CO.  
 PARCEL 1  
 9-PM-117  
 APN 327:110:04

ASSESSED AREA	TAKE AREA	REMAINING AREA
20.051 Ac	0.009 Ac	20.042 Ac



SCALE = 1:500  
 METRIC



⊕ U.S. HWY. 50

2005-09-09 10:24:47 AM Crystal Ball Model last saved Thu, 22 Dec 2005 7:48:05 AM D:\pms

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2009, from **PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**, as a successor in interest by merger from **EL DORADO LAND COMPANY, A 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 \_\_\_\_\_, 2009.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chairman of the Board  
Board of Supervisors

ATTEST:

SUZANNE ALLEN DE SANCHEZ  
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  
Assessor's Parcel Number: 327-110-04

---

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange  
Phase 1B, Project #71336  
APN: 327-110-04

## TEMPORARY CONSTRUCTION EASEMENT

**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP, as a successor in interest by merger from EL DORADO LAND COMPANY, A 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 \$362.00 (Three-Hundred Sixty-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 U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1B. 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 U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1B. 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. Fencing that is currently in the temporary construction easement area may need to be moved.

If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

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 U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1B is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$31.00 (Thirty-One Dollars, exactly) will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**GRANTOR:**

**PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

Executed on this date: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
Howard Miller, General Partner

By: \_\_\_\_\_  
Russell Smit, General Partner

**Notary Acknowledgements Follow**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 9 of Parcel Maps, at Page 117, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 23, Township 10 North, Range 10 East. M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southerly boundary of said parcel, from which the southeast corner of said parcel bears North 70°34'23" East (cite North 71°16'47" East) 28.123 meters (92.27 feet); thence leaving said boundary along the new northerly right-of-way line of U.S. Highway 50 the following 2 courses: 1) North 59°29'58" East 7.324 meters (24.03 feet); 2) North 70°34'19" East 21.485 meters (70.49 feet) to the easterly boundary of said parcel; thence along said boundary North 01°53'29" East (cite North 02°36'45" East) 3.220 meters (10.56 feet); thence leaving said boundary South 70°34'19" West 22.946 meters (75.28 feet); thence South 59°29'58" West 22.943 meters (75.27 feet) to the existing northerly right-of-way line of said U.S. Highway 50; thence along said existing right-of-way line North 70°34'23" East 15.619 meters (51.24 feet) to the point of beginning, containing 112.0 sq. meters (1,206 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



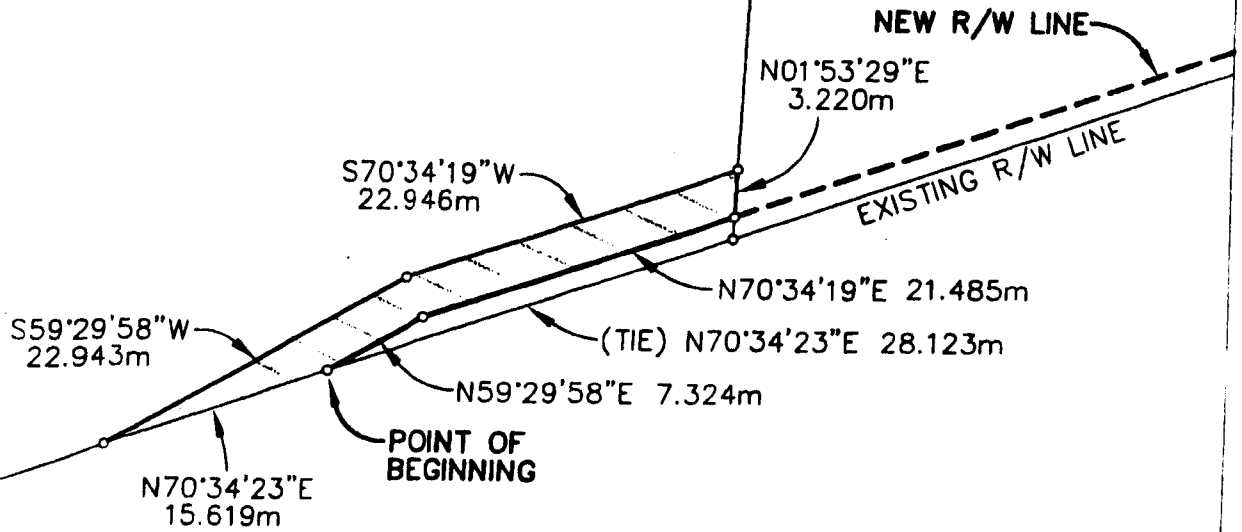
7-05-06

EXHIBIT "B"

EL DORADO LAND CO.  
PARCEL 1  
9-PM-117  
APN 327:110:04



SCALE = 1:500  
METRIC



U.S. HWY. 50

2013-01-15 10:00 AM Layout for Model - Last Saved: Thu, 07 Feb 2008 - 11:00am. D:\Waynes

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Temporary Construction Easement dated \_\_\_\_\_, 2009, from **PROSPECT INVESTMENT COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP**, as a successor in interest by merger from **EL DORADO LAND COMPANY, A 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 \_\_\_\_\_, 2009.

#### COUNTY OF EL DORADO

By: \_\_\_\_\_  
Ron Briggs, Chairman of the Board  
Board of Supervisors

ATTEST:

SUZANNE ALLEN DE SANCHEZ  
Clerk of the Board of Supervisors

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