

Seller: Bricolla/Hardy
APN: 118-170-02
Project#: 71328
Escrow#: 205-10792

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 **ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, 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 interest, described and depicted in Exhibit “B” and the exhibits thereto, and a utility easement for PG&E, described and depicted in Exhibit “C” 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:

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” and the exhibits thereto, and as described and depicted in Exhibit “C” and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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2. JUST COMPENSATION

The just compensation for the fee interest is in the amount of \$22,450.00 (Twenty-two thousand Four-hundred Fifty dollars, exactly). The just compensation for the utility easement to PG&E is in the amount of \$18,050.00 (Eighteen-thousand Fifty dollars, exactly). The just compensation for severance damages related to creation of the utility easement is in the amount of \$8,400.00 (Eight-thousand Four-hundred dollars, exactly). The total just compensation for the Acquisition Properties and payment of severance damages is in the amount of **48,900.00 (Forty-eight thousand Nine-hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties and severance damages is \$48,900.00.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10792, 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 Grant Deed and PG&E Easement Deed. 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 December 31, 2012, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.



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4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and PG&E Easement Deed; 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, and encumbrances that would render the Acquisition Properties unsuitable for its intended purpose, as outlined herein.

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.



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D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Acquisition Properties.

7. 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 of improvements for the US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. 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.

9. 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.

10. 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

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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.

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and PG&E Easement Deed 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 Certificate of Acceptance to be attached to and recorded with the Grant Deed, and the PG&E Easement Deed.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed as described and depicted in Exhibit "B" and the exhibits thereto, together with County's Certificate of Acceptance, and the PG&E Easement Deed as described and depicted in Exhibit "C" and the exhibits thereto.
 - (ii) Deliver the just compensation to Seller.

12. 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.

13. 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

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reasonably necessary to carry out the provisions of this Agreement.

14. 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: Robert Stephen Hardy
P.O. Box 12429
Zephyr Cove, NV 89448**

**COPY TO: ProEquity Asset Management Corporation
4980 Hillsdale Circle, Suite A
El Dorado Hills, CA 95762
Attn: Michael Turner**

**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
2850 Fairlane Court
Placerville, CA 95667**

15. 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.

Seller: Bricolla/Hardy
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16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 the new freeway interchange. All work done under this Agreement shall conform to all applicable

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APN: 118-170-02
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county, state and federal building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

22. 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: 118-170-02) where necessary to perform the work as described in Section 21 of this Agreement. Such entry shall be coordinated with the Seller and/or Seller's designated agents. Path of such access shall be mutually agreed upon by both Seller and County, County's contractor or its authorized agent in writing prior to access. Seller understands and agrees that after completion of the work described in Section 21, 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.

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.

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APN: 118-170-02
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SELLER:

THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99



ROBERT STEPHEN HARDY, TRUSTEE

Date: 10/12/12


COUNTY OF EL DORADO

Date: _____

John R. Knight, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____

Seller's Initials 

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANAGE 8 EAST, M.D.B. & M., MORE PRATICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., RUNNING THENCE ALONG THE BOUNDARY OF THE LAND CLAIMED BY ALBERT W. FITCH IN SAID SECTION 1, WHT THE FOLLOWING COURSES AND DISTANCES: WEST ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, .38 CHAINS; THENCE SOUTH 15 DEGREES 26 MINUTES EAST 20.78 CHAINS TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID SECTION 1, THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 1, 9.59 CHAINS; THENCE ALONG THE BOUNDARY OF THE LAND CLAIMED BY W. W. TONG WITH THE FOLLOWING COURSES AND DISTANCES: NORTH 8 DEGREES 10 MINUTES EAST 4.368 CHAINS; THENCE NORTH 32 DEGREES 33 MINUTES EAST 3.235 CHAINS; THENCE NORTH 62 DEGREES 44 MINUTES EAST, .391 CHAINGS; THENCE NORTH 9 DEGREES 02 MINUTES EAST 13.05 CHAINS TO AN INTERSECTION WITH THE NORTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE WEST ALONG SAID NORTH BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING EASTERLY OF THAT PORTION OF THE WESTERLY LINE OF LAND DESCRIBED IN THE DEED TO MAEBEL SCOTT, ET AL., RECORDED JANUARY 24, 1949, IN BOOK 263, PAGE 317 OF OFFICIAL RECORDS OF EL DORADO COUNTY, SAID LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A FENCE CORNER FROM WHICH THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, BEARS NORTH 89 DEGREES 58 MINUTES EAST 1317 FEET; THENCE SOUTH 8 DEGREES 58 MINUTES WEST ALONG SAID FENCE LINE 567.4 FEET TO THE CENTERLINE OF SAID HIGHWAY AT ENGINEER'S STATION 108-81, AND CONTINUING SOUTH 8 DEGREES 59 MINUTES WEST A TOTAL DISTANCE OF 907 FEET TO AN ANGLE IN SAID FENCE LINE AT AN OLD GATE; THENCE, CONTINUING ALONG SAID FENCE LINE, SOUTH 62 DEGREES 42 MINUTES WEST 25.8 FEET AND SOUTH 32 DEGREES 31 MINUTES WEST 213.5 FEET TO AN OLD STONE FENCE; THENCE SOUTH 8 DEGREES 08 MINUTES WEST ALONG SAID STONE FENCE 192.7 FEET TO A FENCE CORNER OF THE LANDS OF MRS. FRANCES C. TONG; THENCE ALONG THE FENCE LINE AT THE NORTHEASTERLY LINE OF THE LANDS OF MRS. FRANCES C. TONG, SOUTH 50 DEGREES 48 MINUTES 235.1 FEET TO THE CENTERLINE OF THE OLD STATE HIGHWAY; TO THE TERMINUS OF SAID LINE.

ALSO SAVING AND EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING NORTHERLY OF THE SOUTH BOUNDARY OF U. S. HIGHWAY 50, AS SAME IS DESCRIBED IN THE DEED DATED MARCH 23, 1965, RECORDED MAY 14, 1965 IN BOOK 740 OF OFFICIAL RECORDS, AT PAGE 527.

EXHIBIT "A"
LEGAL DESCRIPTION continued

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING NORTHERELY OF THE SOUTH BOUNDARY OF U. S. HIGHWAY 50, AS SAME IS DESCRIBED IN THE DEED DATED DECEMBER 12, 1965 AND RECORDED ON FEBRUARY 8, 1966 IN BOOK 776 OF OFFICIAL RECORDS, AT PAGE 309,

ASSESSOR PARCEL NO.:118-170-02-100

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
CT#
APN 118-170-02

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, **ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, 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 GRANT(s) to the COUNTY OF EL DORADO, the release and relinquishment of any and all abutter's rights including access rights, appurtenant to the above described property, in and to the adjacent State highway right of way, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This conveyance is made for the purpose of establishing said State highway by the grantee as a freeway and it is agreed that the grantor's above described property shall have no access thereto.

The grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the State highway right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said right of way.

IN WITNESS HEREOF, said Grantors have caused their name to be hereunto subscribed and its seal, if any, affixed hereto, this _____ day of _____, 2012.

EXHIBIT "B"

GRANTOR:

THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99

ROBERT STEPHEN HARDY, TRUSTEE

NOTARY ACKNOWLEDGMENT FOLLOWS

EXHIBIT "B"

WHEN RECORDED, RETURN TO:

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

APN 118-170-02

CERTIFICATE OF ACCEPTANCE

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

_____, 2012 from **ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, 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 _____, 2012.

COUNTY OF EL DORADO

By: _____
John R. Knight, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT A

APN 118-170-02

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL NO. 4, as described in the GRANT DEED to Robert Stephen Hardy, Trustee of the Hardy Community Property Trust, recorded September 28, 2012, as Document Number 2012-0049384, Official Records of El Dorado County, more particularly described as follows:

FEE

All that portion of said property lying northerly of the following described line:

Commencing at a 5/8" rebar with cap, stamped "RCE 26342" on the south line of Section 1, Township 9 North, Range 8 East, Mount Diablo Meridian, which bears from the southwest corner of last said Section 1, along last said south line, North 89°17'38" East 1,623.04 feet, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along last said south line, South 89°17'38" West 26.24 feet to the westerly line of last said GRANT DEED; thence along last said westerly line, North 15°07'19" West 344.08 feet to the **Point of Beginning** and the beginning of a non-tangent curve concave southeasterly, having a radius of 461.50 feet and chord bearing North 57°17'15" East 384.23 feet; thence northeasterly through a central angle of 49°12'02", 396.30 feet along said curve; thence North 81°24'12" East 204.57 feet; thence South 63°12'48" East 12.09 feet; thence North 81°24'11" East 102.24 feet; thence North 77°35'27" East 32.18 feet to the southerly Right-of-Way line of State Route 50 and the **Point of Termination**, from which point the *Point of Commencement* bears, South 43°17'22" West 806.29 feet.

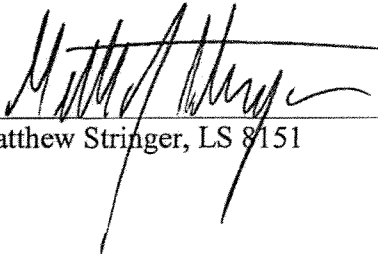
Containing 24,312 square feet or 0.56 acres, more or less.

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 of access, appurtenant to grantor's remaining property, in and to said freeway.

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

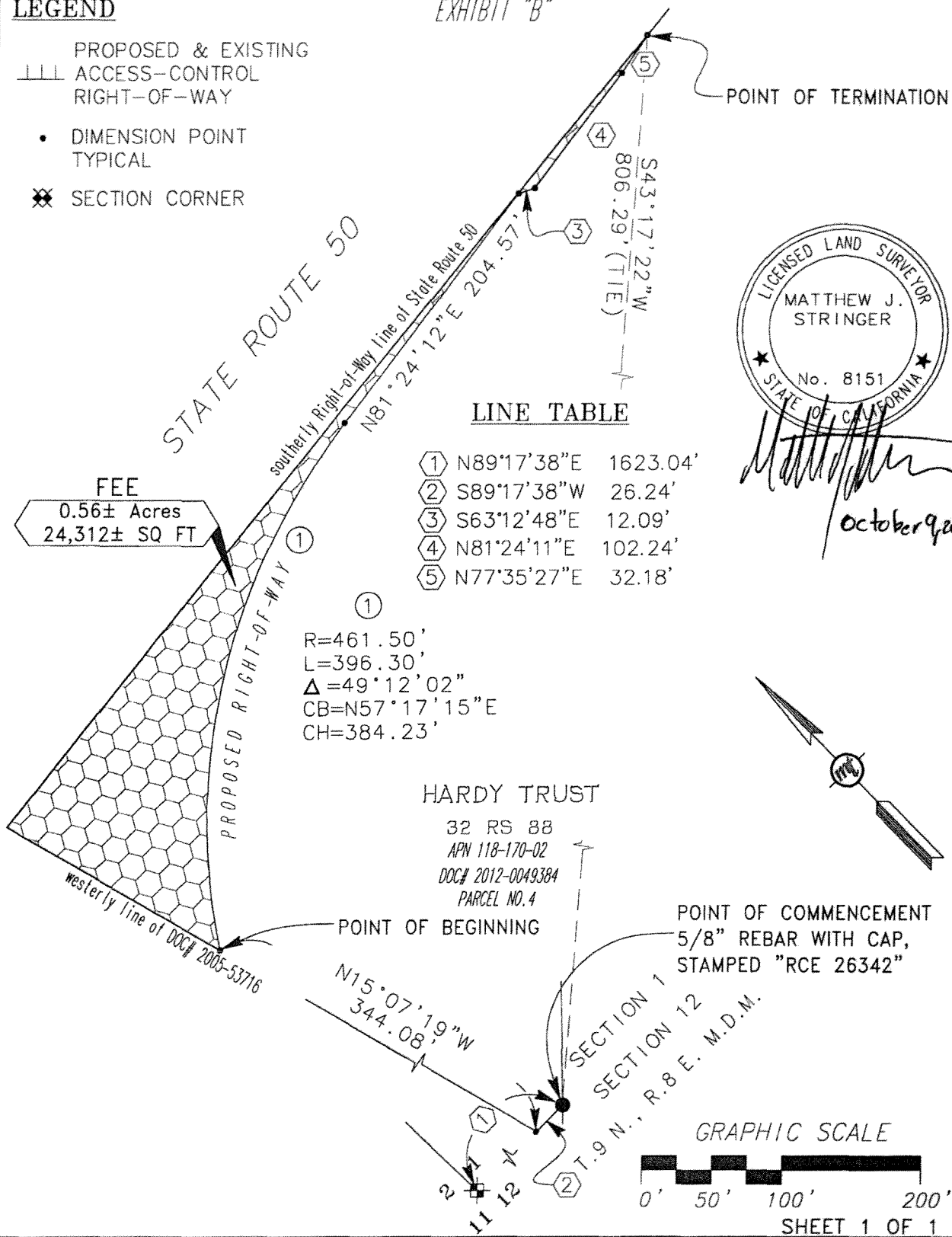


October 9, 2012
Date

LEGEND

- PROPOSED & EXISTING
- ||| ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL
- ✕ SECTION CORNER

EXHIBIT "B"



LINE TABLE

①	N89°17'38"E	1623.04'
②	S89°17'38"W	26.24'
③	S63°12'48"E	12.09'
④	N81°24'11"E	102.24'
⑤	N77°35'27"E	32.18'

①
 R=461.50'
 L=396.30'
 Δ=49°12'02"
 CB=N57°17'15"E
 CH=384.23'



Matthew J. Stringer
 October 9, 2012



EXHIBIT "B"
 APN 118-170-02
 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'

SHEET 1 OF 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
CT#
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Mail Tax Statements to above.
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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 GRANT(s) to the COUNTY OF EL DORADO, the release and relinquishment of any and all abutter's rights including access rights, appurtenant to the above described property, in and to the adjacent State highway right of way, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This conveyance is made for the purpose of establishing said State highway by the grantee as a freeway and it is agreed that the grantor's above described property shall have no access thereto.

The grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the State highway right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said right of way.

IN WITNESS HEREOF, said Grantors have caused their name to be hereunto subscribed and its seal, if any, affixed hereto, this _____ day of _____, 2012.

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ROBERT STEPHEN HARDY, TRUSTEE

NOTARY ACKNOWLEDGMENT FOLLOWS

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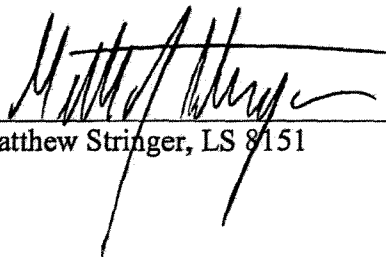
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Matthew Stringer, LS 8151

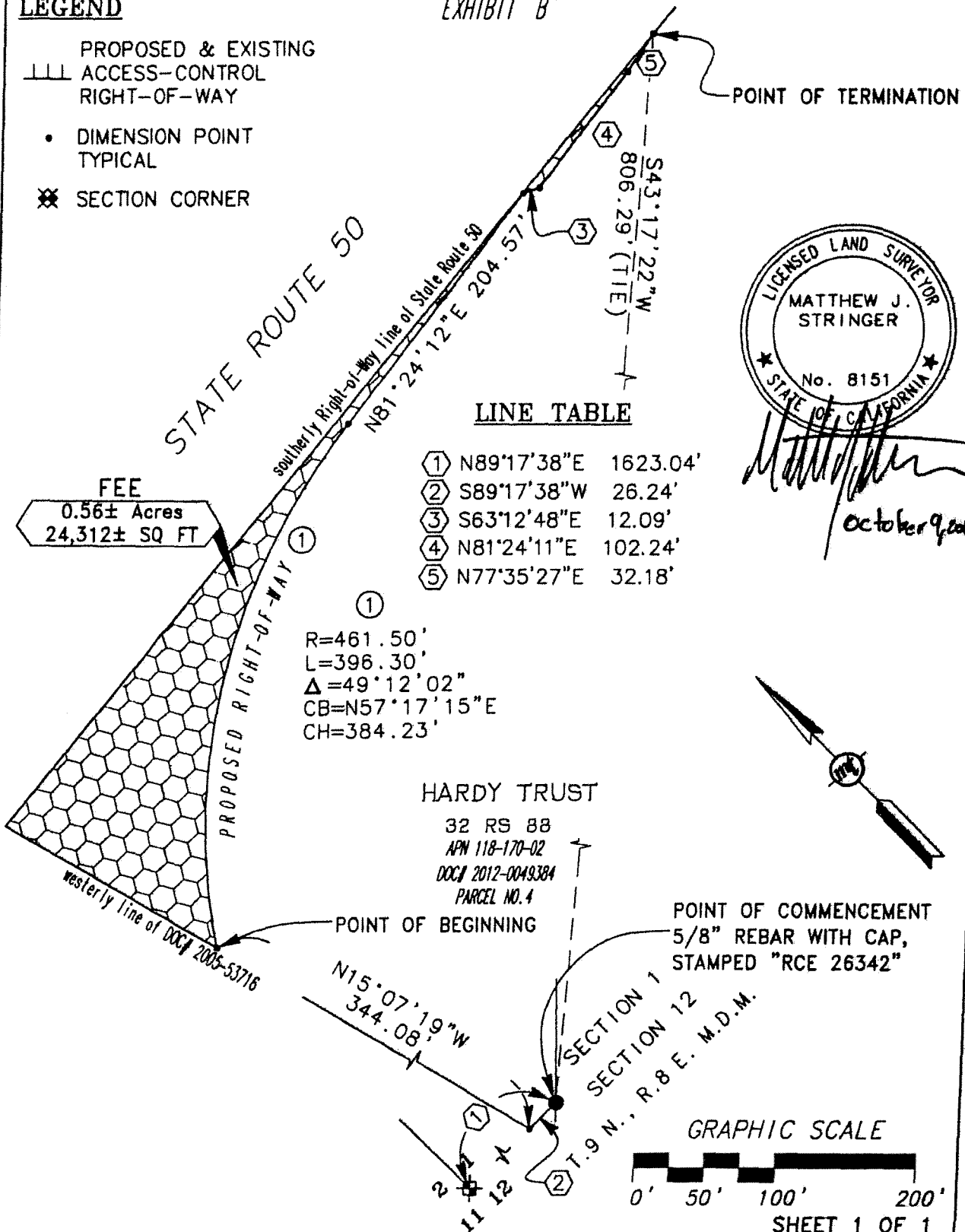


October 9, 2012
Date

LEGEND

- ||| PROPOSED & EXISTING ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL
- ✱ SECTION CORNER

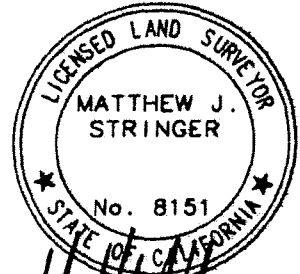
EXHIBIT "B"



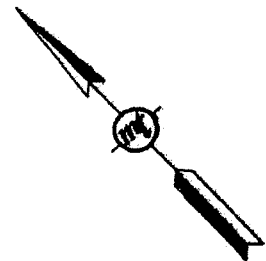
LINE TABLE

①	N89°17'38"E	1623.04'
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③	S63°12'48"E	12.09'
④	N81°24'11"E	102.24'
⑤	N77°35'27"E	32.18'

①
R=461.50'
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Matthew J. Stringer
October 9, 2012



DWG. BY RPM
CK. BY MJS

SCALE
1"=100'

EXHIBIT "B"
APN 118-170-02
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 118-170-02

CERTIFICATE OF ACCEPTANCE

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

_____, 2012 from **ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, 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 _____, 2012.

COUNTY OF EL DORADO

By: _____
John R. Knight, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT "C"

POLE LINE TRANSMISSION (REV. 01/11)

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#2109-08-0364

EASEMENT DEED

2012378 (06-12-057) 8 12 2
MISSOURI FLAT GOLD HILL 60KV SILVA VALLEY RELOCATION

ROBERT STEPHEN HARDY, trustee of the Hardy Community Property Trust U/A dated 02/01/99,

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 crossarms, 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 118-170-02)

PARCEL NO. 4 as described in the TRUSTEE'S DEED UPON SALE from S.B.S. Trust Deed Network, a California corporation, to Vilma Bricolla and Robert Steven Hardy, trustee of the Hardy Community Property Trust, in a deed dated September 1, 2011, and recorded as Document No. 2011-0041960-00, El Dorado County records.

The aforesaid easement area is described as follows:

Described in Exhibit A and shown on 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_____.

ROBERT STEPHEN HARDY, trustee of
the Hardy Community Property Trust U/A
dated 02/01/99

Robert Stephen Hardy, Trustee

Area: 6
Land Service Office: Sacramento
Operating Department: Electric Transmission
USGS location: MDM, T9N, R8E, Sec. 1, SW 1/4
FERC License Number(s): N/A
PG&E Drawing Number(s): N/A
PLAT NO. J3519
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: a3cb
Checked By:
Revision Number: 2

EXHIBIT A

APN 118-170-02

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL NO. 4, as described in the GRANT DEED to Robert Stephen Hardy, Trustee of the Hardy Community Property Trust, recorded September 28, 2012, as Document Number 2012-0049384, Official Records of El Dorado County, more particularly described as follows:

PG&E EASEMENT

Commencing at a 5/8" rebar with cap, stamped "RCE 26342" on the south line of Section 1, Township 9 North, Range 8 East, Mount Diablo Meridian, which bears from the southwest corner of last said Section 1, along last said south line, North 89°17'38" East 1,623.04 feet, as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along last said south line, South 89°17'38" West 26.24 feet to the westerly line of last said GRANT DEED; thence along last said westerly line, North 15°07'19" West 196.09 feet to the **Point of Beginning**; thence leaving last said westerly line, North 19°56'26" East 218.07 feet; thence North 68°16'30" East 342.48 feet; thence North 80°37'22" East 333.29 feet to the southerly line of the easement granted to PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, recorded August 24, 1965 in Book 754, at Page 254, Official Records of El Dorado County and a point herein after referred to as **Point "A"**; thence along last said southerly line, the following two (2) courses:

- 1) South 83°30'24" West 393.16 feet and
- 2) South 83°01'33" West 150.31 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 461.50 feet and a chord bearing South 50°39'04" West 284.67 feet;

thence leaving last said southerly line, southwesterly through a central angle of $35^{\circ}55'40''$, 289.39 feet along said curve to last said westerly line; thence along last said westerly line, South $15^{\circ}07'19''$ East 147.99 feet to the **Point of Beginning**.

Together with all that portion of last said PARCEL NO. 4, more particularly described as follows:

Commencing at the hereinabove described **Point "A"** on last said southerly line of said PG&E easement; thence along last said southerly line, the following two (2) courses:

- 1) North $83^{\circ}30'24''$ East 28.26 feet to the **Point of Beginning** and
- 2) continuing North $83^{\circ}30'24''$ East 15.02 feet;

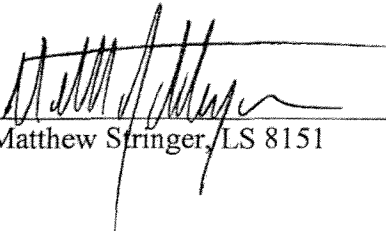
thence leaving last said southerly line, South $03^{\circ}28'47''$ East 18.02 feet; thence South $83^{\circ}30'24''$ West 15.02 feet; thence North $03^{\circ}28'47''$ West 18.02 feet to the **Point of Beginning**.

Together containing 33,820 square feet or 0.78 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(CORS96), 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.

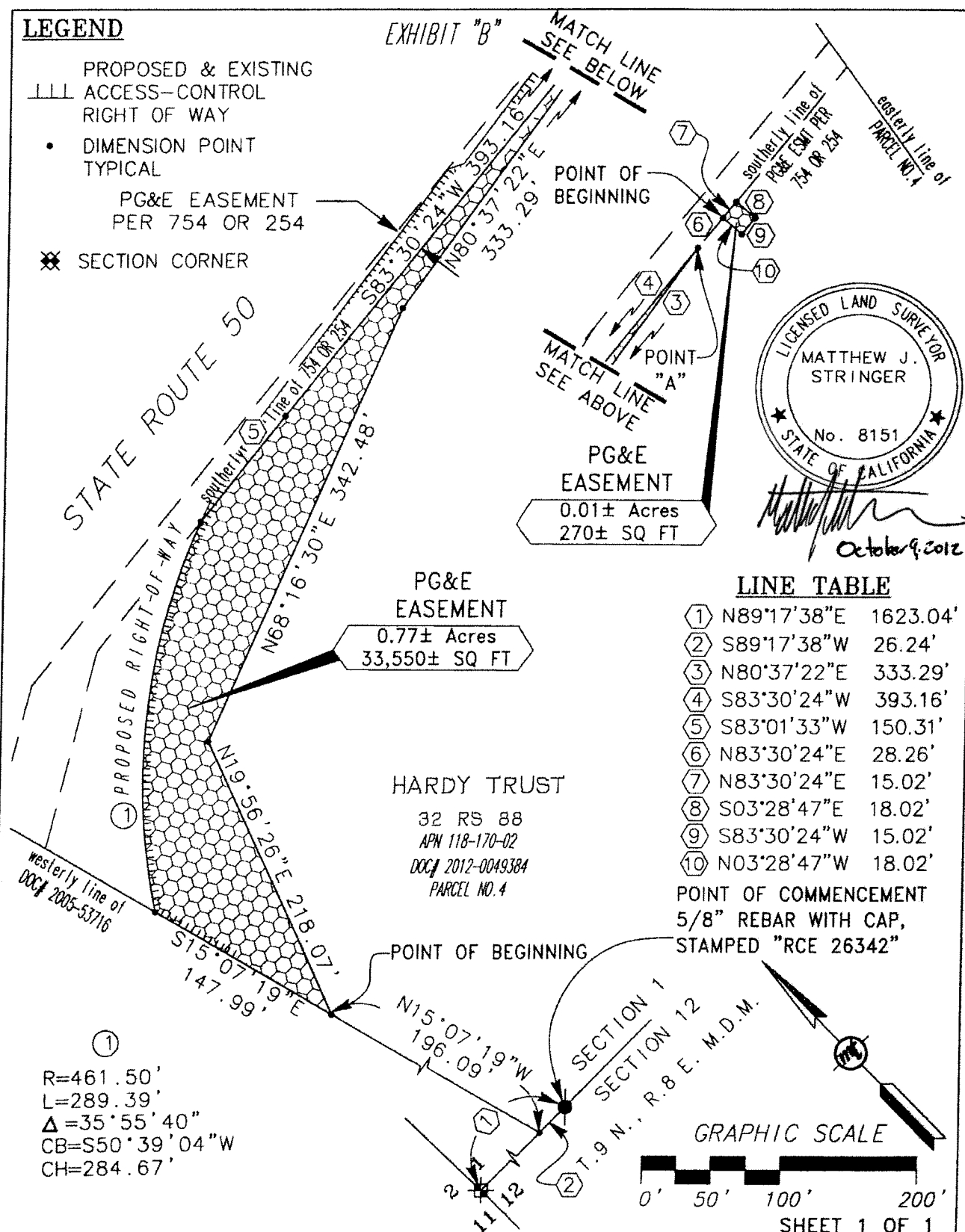

Matthew Stringer, LS 8151



October 9, 2012
Date

LEGEND

- PROPOSED & EXISTING ACCESS-CONTROL RIGHT OF WAY
- DIMENSION POINT TYPICAL
- PG&E EASEMENT PER 754 OR 254
- ✱ SECTION CORNER



Matthew J. Stringer
October 9, 2012

①
R=461.50'
L=289.39'
Δ=35°55'40"
CB=S50°39'04"W
CH=284.67'



DWG. BY RPM
CK. BY MJS

SCALE
1"=100'

EXHIBIT "B"
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STATE OF CALIFORNIA

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