

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Assessor's Parcel Number: 327-130-35

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange
Project #71317
APN: 327-130-35

TEMPORARY CONSTRUCTION EASEMENT

REAL ESTATE HOLDINGS, II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter "Owner", and JACK IN THE BOX INC., A DELAWARE CORPORATION, hereinafter referred to as Tenant, grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits C-1, C-2 and C-3, 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 Agreement for Possession and Use entered into by Owner and Tenant dated _____, 2007, (hereinafter "Possession Agreement") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant do hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Owner's parcel.
2. Owner represents and warrants that she/he is the owner of the property described in Exhibit C-1 and depicted on the map in Exhibit C-2 attached hereto and made a part hereof, and Tenant represents and warrants that she/he is the Tenant with the right of sole and exclusive possession of the property described in Exhibit C-1 and depicted on the map in Exhibit C-2 attached hereto and made a part hereof. Owner and Tenant have 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. 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. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents,

EXHIBIT "C"

employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months of commencement of construction, Owner and Tenant, collectively, shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$194.00 (One-Hundred Ninety-Four Dollars, exactly)** will be paid in accordance with the Possession Agreement until construction is completed.
5. Grantee agrees to indemnify and hold harmless Owner and Tenant respectively 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.

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EXHIBIT "C"

6. This Temporary Construction Easement shall be read in conjunction with the Possession Agreement.

GRANTOR:

REAL ESTATE HOLDINGS, II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Executed on this date: _____, 2007

By: TRUSTREET PROPERTIES, INC.
Its Manager

By: _____

Name: _____

Its: _____

By: _____

GRANTOR:

JACK IN THE BOX INC., a Delaware Corporation

Executed on this date: _____, 2007

By: _____

Its: _____

By: _____

Name: _____

Its: _____

By: _____

EXHIBIT "C"

NOTARY ACKNOWLEDGMENT

STATE OF _____)

: SS

COUNTY OF _____)

Capacity claimed by signer:

Individual; Trustee(s); Attorney-in-Fact; Guardian/Conservator;

Corporate Officer(s) _____ Title(s);

Partner(s) -- Limited, General

Other _____

On _____ before me, _____, a Notary
Public in and for said State, personally appeared

personally known to me --or--

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

County of _____

My commission expires _____

EXHIBIT "C-1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel A, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 76, in the office of the El Dorado County Recorder, being a portion of the northeast 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:

PORTION 1

Beginning on the southeasterly boundary of said parcel, from which the northeast corner of said parcel bears North 55°49'35" East (cite North 56°33'00" East) 24.393 meters (80.03 feet); thence from said point of beginning along said boundary South 55°49'35" West (cite South 56°33'00" West) 32.337 meters (106.09 feet); thence leaving said boundary North 60°02'02" West 1.436 meters (4.71 feet); thence North 55°39'13" East 32.959 meters (108.13 feet); thence South 34°20'47" East 1.391 meters (4.56 feet) to the point of beginning, containing 43.8 sq. meters (471 sq. ft.), more or less.

PORTION 2

Commencing at the most westerly corner of said parcel; thence along the northwesterly boundary North 55°46'07" East (cite North 56°33'00" East) 2.713 meters (8.90 feet) to the point of beginning; thence continuing along said boundary North 55°46'07" East 3.191 meters (10.47 feet); thence leaving said boundary South 37°06'04" East 29.844 meters (97.91 feet) to the new northeasterly right-of-way line of Missouri Flat Road; thence along said new right-of-way line the following 3 courses: 1) North 44°34'22" West 17.289 meters (56.72 feet); 2) North 41°35'28" West 9.860 meters (32.35 feet); 3) North 40°15'21" West 3.037 meters (9.96 feet) to the point of beginning, containing 54.3 sq. meters (584 sq. ft.), more or less.

See attached Exhibit "C-2"

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.



EXHIBIT "C-2"

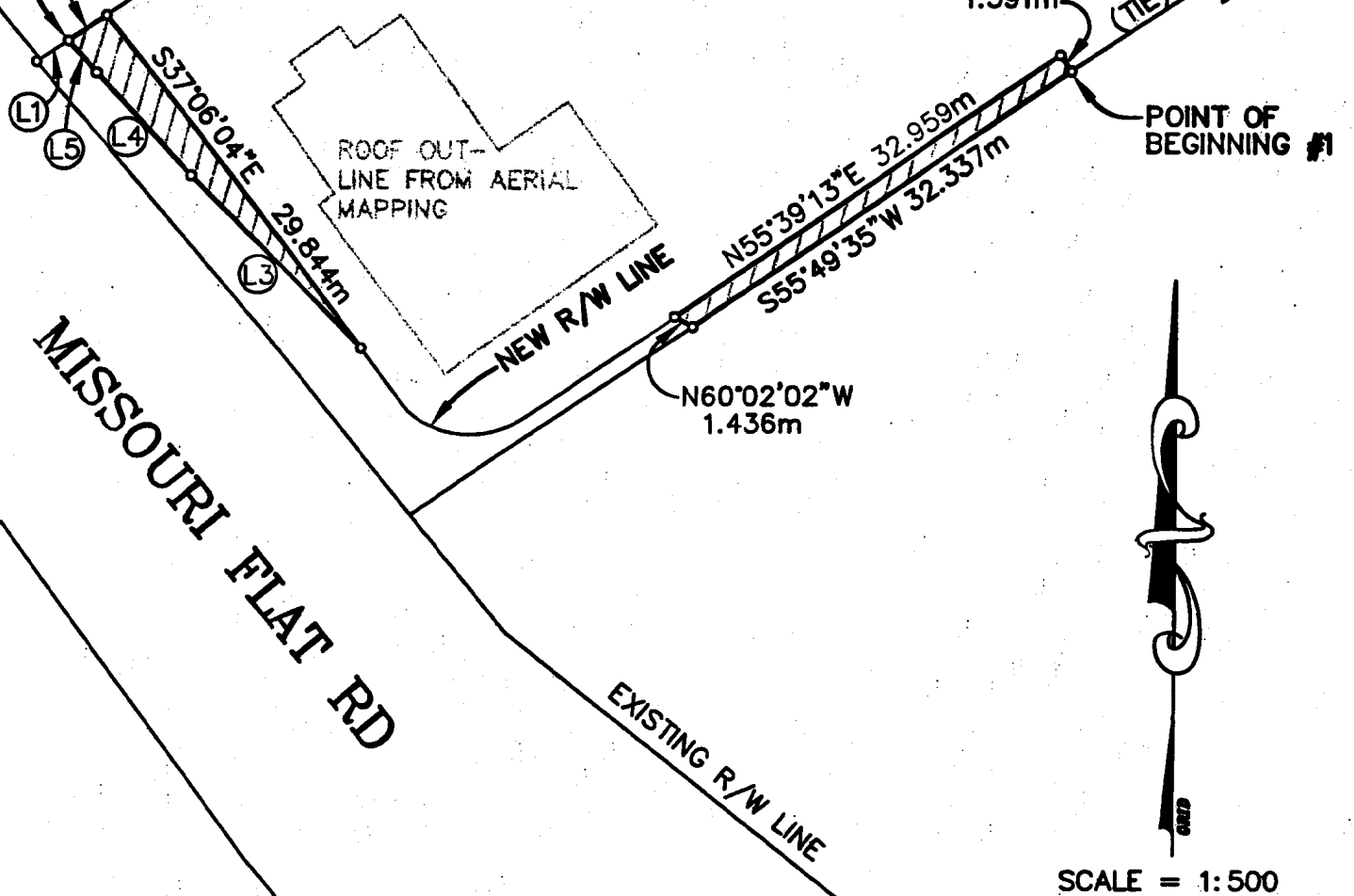
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S55°46'07"W	2.713m
L2	N55°46'07"E	3.191m
L3	N44°34'22"W	17.289m
L4	N41°35'28"W	9.860m
L5	N40°15'21"W	3.037m

REAL ESTATE HOLDINGS II LLC
 PARCEL A
 30-PM-76
 APN 327:130:35

POINT OF BEGINNING #2

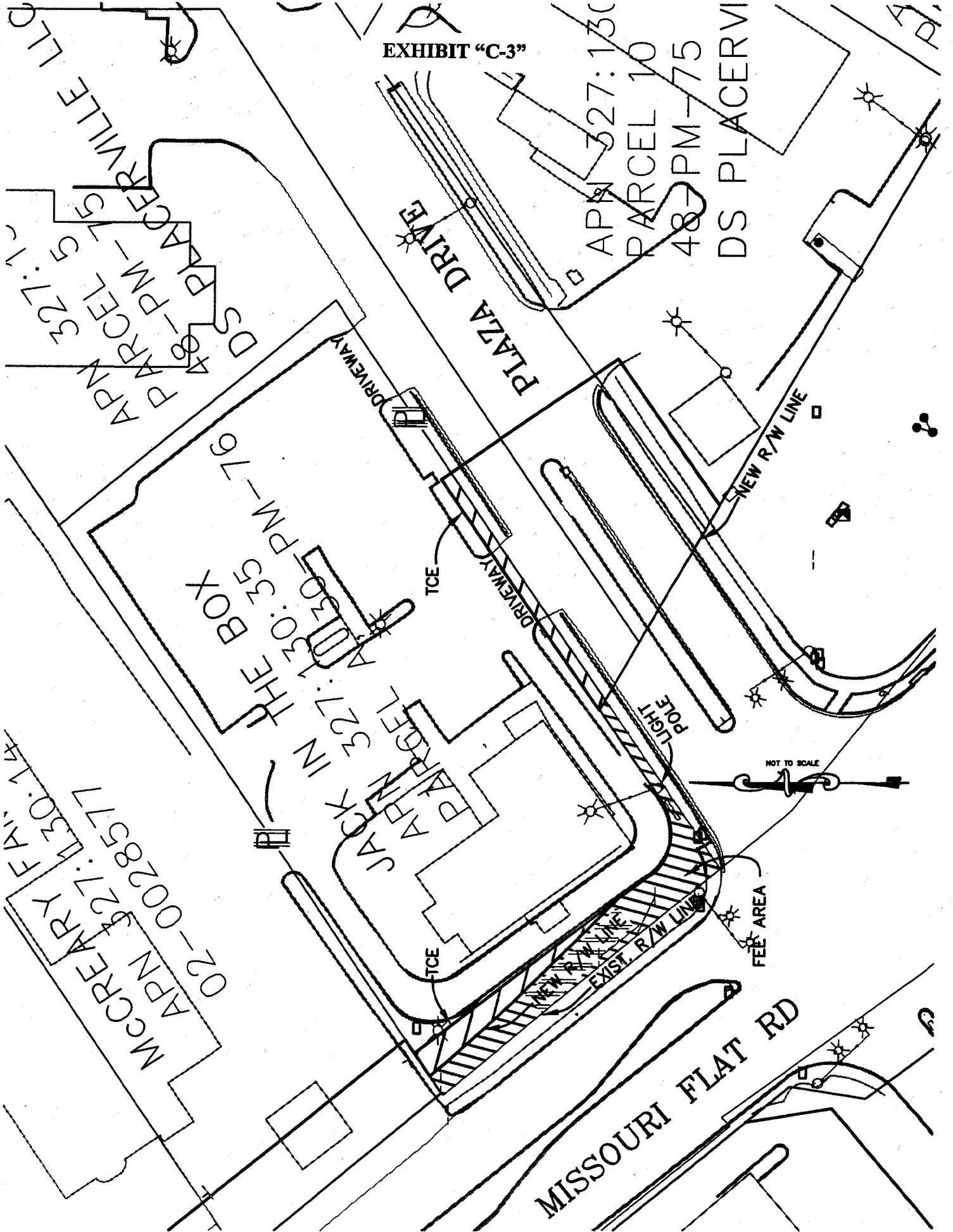
POINT OF BEGINNING #1

Drawing Name: J:\DCA\p\1317\RV\Exhibit Maps\327-130-35\FE.dwg, Layout: RV.dwg, Last Saved: Mon, 01 May 2006 - 3:33pm, Haynes



SCALE = 1:500
 METRIC

EXHIBIT "C-3"



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 Temporary Construction Easement dated _____, 2007 from Real Estate Holdings II, LLC, a Delaware Limited Liability Company, and Jack in the Box Inc., a Delaware Corporation, 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 _____, 2007.

COUNTY OF EL DORADO

By: _____
Chairman of the Board
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk