EASEMENT 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 **RUMINSON GRADO VENTURES 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 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 Temporary Construction Easement described and depicted in Exhibit "B" and the exhibits thereto, which are attached hereto and referred to hereinafter as the "Easement Acquisition Property", 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 Easement Acquisition Property, as described and depicted in Exhibit "B" 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 Easement Acquisition Property is in the amount of **\$1,000.00** (One-thousand Dollars, exactly). Seller and County hereby acknowledge that the fair market value of the Easement Acquisition Property is \$1,000.00.

3. ESCROW

The acquisition of the Easement Acquisition Property shall be consummated by means of Escrow No. 205-10790, 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 Temporary Construction Easement. 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 October 31, 2012, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and

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

5. TITLE

Seller shall grant to the County the Easement Acquisition Property, free and clear of title defects, liens, and encumbrances that would render the Easement Acquisition Property 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.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easement Acquisition Property.

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 Easement Acquisition Property by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the

Seller's Initials. 12-1191 B Page 3 of 21

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 Easement Acquisition Property is 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 Easement Acquisition Property, 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.

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder the Temporary Construction Easement prior to the Close of Escrow, for delivery to the County at Close of Escrow.

Seller's Initials 12-1191 B Page 4 of 21

- 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 Temporary Construction Easement.
- C. Escrow Holder shall:
 - Record the Temporary Construction Easement described and depicted in Exhibit "B" and the exhibits thereto, together with County's Certificate of Acceptance.
 - (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 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

Seller's Initials

follows, unless and until either of such parties notifies the other in accordance with this paragraph of a

change of address:

SELLER: Ruminson Grado Ventures 4330 Golden Center Drive, #D 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 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.

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.

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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 location of Tong Road. 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.

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: 122-720-06) where necessary to perform the work as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described

Seller's Initials_____ 12-1191 B Page 7 of 21

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.

SELLER: RUMINSON GRADO VENTURES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Its:

COUNTY OF EL DORADO

Date:

John R. Knight, Chair Board of Supervisors

ATTEST: Clerk of the Board of Supervisors

By: _____

Seller's Initial 12-1191 B Page 8 of 21

Order No. 205-10790 UPDATE Version 5

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 SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS SOUTH 89 DEG 25' 51" WEST 986.43 FEET; THENCE FROM THE POINT OF BEGINNING NORTH 89 DEG 25' 51" EAST 320 FEET; THENCE SOUTH 08 DEG 29' 39" WEST 389.03 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 2340 FEET, TANGENT TO A LINE BEARING SOUTH 86 DEG 54' 35" WEST AN ARC DISTANCE OF 220.00 FEET; THENCE NORTHERLY TO THE POINT OF BEGINNING.

A.P.N. 122-720-06-100

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RE. I ECAL

CLTA Preliminary Report

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: 122-720-06

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

TEMPORARY CONSTRUCTION EASEMENT

RUMINSON GRADO VENTURES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor", grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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

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

- 1. In consideration of \$1,000.00 (One-thousand Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
- 2. Grantor represents and warrants that they are the owner of the property described in Exhibit "A" and depicted on the map in Exhibit "B" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
- 3. This temporary construction easement is necessary for the purpose of constructing the US Hwy. 50/Silva Valley Parkway Interchange Improvements Project #71328. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of this easement.

EXHIBIT "B"

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-four) months of commencement of construction directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$83.33 (Eighty-three Dollars, and 83/100ths exactly) will be paid to Grantor, until construction is completed.
- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

Executed on this date: _____, 2012

GRANTOR: RUMINSON GRADO VENTURES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____

Its: _____

Notary Acknowledgements Follow

SVPICTCEAgreementProp5.

EXHIBIT "A"

APN 122-720-06 LEGAL DESCRIPTION

All that portion of the area shown as "TRACT 1" on the Map titled "RECORD OF SURVEY", filed July 24, 2007 in Book 30 of Record of Surveys, at Page 50, El Dorado County Records, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Commencing at a ¼" rebar with cast-iron cap stamped "1991 RCE 20329", marking the southwesterly corner of Document Number 2009-0018059, recorded April 21, 2009, El Dorado County Records, as shown on the Map titled "AMENDED RECORD OF SURVEY", filed August 30, 2011 in Book 33 of Record of Surveys, at Page 3, El Dorado County Records; thence along the westerly line of last said Document, North 06°06'25" West 355.30 feet to a 3/4" rebar with aluminum cap stamped "PROP COR LS 6013"; thence continuing along last said westerly line, North 06°06'25" West 50.74 feet to the north line of said TRACT 1 and a 3/2" pipe with cast-iron cap stamped "RCE 20329 1991" as shown on said AMENDED RECORD OF SURVEY; thence along north line, North 89°27'14" East 265.89 feet to the Point of Beginning; thence continuing along said north line. North 89°27'14" East 54.12 feet to the easterly line of last said Document, which point bears from a 4" pipe with no tag/no cap, South 08°34'00" West 2.70 feet as shown on said AMENDED RECORD OF SURVEY; thence along last said easterly line, South 08°34'02" West 47.96 feet to a 5/8" rebar with 2" aluminum cap stamped "LS 6013"; thence continuing along said easterly line, South 08°34'02" West 13.25 feet; thence leaving said easterly line, West 45.00 feet; thence North 60.01 feet to the Point of Beginning.

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

Page 1 of 2

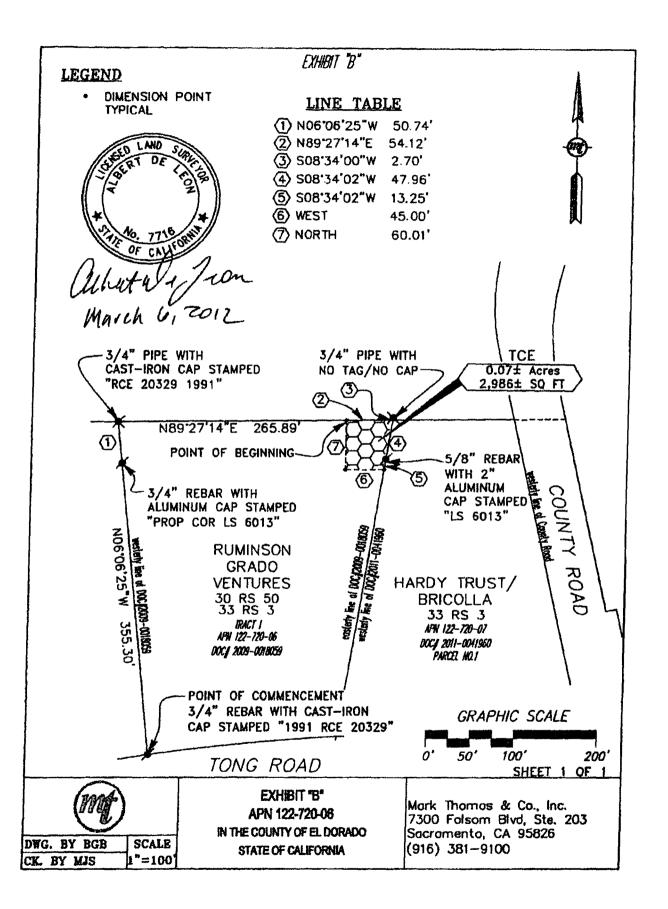
Bearings used in the above description(s) are based upon CCS83 (CORS96), Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

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.

Albert De Leon, LS 1016

March 6,2012 Date





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 Deed dated

, 2012 from RUMINSON GRADO VENTURES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, 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

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

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

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

- 1. In consideration of \$1,000.00 (One-thousand Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
- 2. Grantor represents and warrants that they are the owner of the property described in Exhibit "A" and depicted on the map in Exhibit "B" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
- 3. This temporary construction easement is necessary for the purpose of constructing the US Hwy. 50/Silva Valley Parkway Interchange Improvements Project #71328. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of this easement.
- 4. Compensation under this temporary construction easement covers the construction period

estimated to be 24 (Twenty-four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-four) months of commencement of construction directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$83.33 (Eighty-three Dollars, and 83/100ths exactly) will be paid to Grantor, until construction is completed.

5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

Executed on this date: _____, 2012

GRANTOR: RUMINSON GRADO VENTURES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____

Its: _____

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SVPICTCEAgreementProp5.

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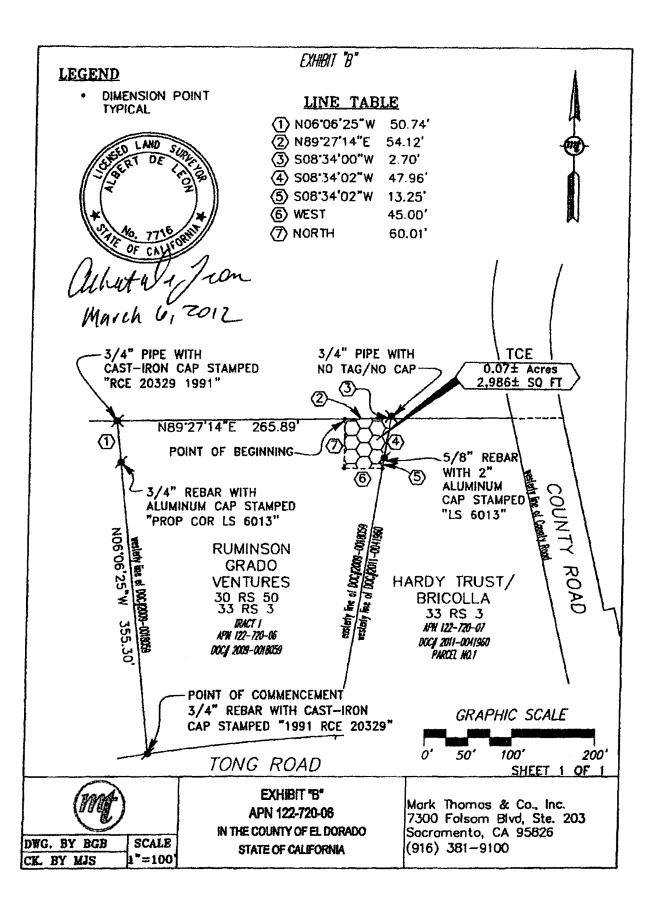
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This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Albert De Leon, LS 746

March 6,2012 Date





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WHEN RECORDED, RETURN TO:

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

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CERTIFICATE OF ACCEPTANCE

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2012 from RUMINSON GRADO ____; VENTURES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, 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