

Exhibit F

FJM-

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Quail Commerce Center LLC 1200 Suncast Lane #2 El Dorado Hills, CA 95762

ċ'n

El Dorado, County Recorder

William Schultz Co Recorder Office DOC- 2005-0018668-00

Check Number 2838

Tuesday, MAR 08, 2005 09:21:06

Ttl Pd \$35.00

Nbr-0000697837 JLR/C1/2-8

(SPACE ABOVE THIS LINE)

RESERVED FOR RECORDER'S USE

#### RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

This Reciprocal Easement and Maintenance Agreement ("Agreement") is entered into on March 1, 2005, between Quail Commerce Center LLC, a Nevada limited liability company ("Quail"), and Ribeiro California II LLC, a Nevada limited liability company ("Ribeiro").

Quail is the owner of certain real property situated in the unincorporated area of El Dorado Hills, El Dorado County, California, more particularly described on Exhibit "A," (Quail Property").

Ribeiro is the owner of certain real property located in the unincorporated area of El Dorado Hills, El Dorado County, California, more particularly described on Exhibit "B", ("Ribeiro Property").

Ribeiro has a driveway and parking lot, as more particularly shown on Exhibits "C" and "C-1", attached hereto. Ribeiro desires to grant Quail easements of reciprocal egress, ingress, and parking over and across Ribeiro's property.

#### NOW, THEREFORE, the parties agree as follows:

- 1. Ribeiro hereby grants to Quail an easement of ingress, egress, and parking over that portion of the driveway and parking lot, more particularly shown on **Exhibit** "C", which is situated on Ribeiro's property.
- 2. The easement granted in this Agreement is an easement for driveway and parking purposes only for the use for and by vehicular and pedestrian traffic. The driveway purposes do not include parking on the Quail Property or Ribeiro Property.

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# **Exhibit G**

PD 14-0007/P 14-0005/Z 14-0010

- 3. The easements granted in this Agreement are non-exclusive. Ribeiro retains the right to make use of that portion of the driveway located on its property.
- 4. Each party to this Agreement shall equally be responsible for and pay all costs necessary to maintain the driveway and parking lot in accordance with the maintenance standards agreed upon by the parties, or if no agreement, to keep and maintain the driveway in a condition at least equal to the standard utilized by the County of El Dorado when constructing new driveways for vehicular and pedestrian access. Moreover, each party shall have the right, but not the obligation, to repair and maintain the entire driveway in accordance with the above standard and thereafter seek pro-rata reimbursement from such other party pursuant to paragraph 9 below.
- 5. The easement granted herein includes the right to utilize and attach to any utilities which may exist on or under the driveway. Notwithstanding the above, this Agreement does not give either party the right to damage or demolish any portion of the driveway in order to construct any utilities on or under the driveway, without the express written consent of the other party, which consent shall be determined solely by such other party and at its sole discretion.
- 6. The easement granted herein shall continue in effect so long as the common driveway reflected on Exhibit C is used for ingress, egress, and parking over Ribeiro Property.
- 7. This agreement and the rights and obligations set forth herein may be assigned to successor owners of Quail Property and the Ribeiro Property, and shall be binding on and shall inure to the benefits of the successors and assigns of parties hereto.
- 8. Each party shall be responsible for any personal injury or property damage on the property subject to this Agreement, and each party shall defend, indemnify and hold the other party harmless from any loss or claims arising from or occurring on its property, unless and to the extent that such claim or loss is the result of such indemnified parties' own conduct or actions.
- 9. (a) If any dispute among the parties involves a bona fide contention by one party that the other has failed to perform his or its obligations and responsibilities under this Agreement, or involves the interpretation thereof, then the party making such contention shall promptly give written notice to the other. Such notice shall set forth in detail the basis for the party's contention that the other is in default or failed to perform on its obligation required by this Agreement. The other party shall have a period of ten (10) days in which to make a good faith attempt to resolve the dispute. Following such ten-day period, the matter shall be promptly submitted to binding arbitration in accordance with the following provision.

- **(b)** If the parties are unable to resolve the dispute, then any such controversy or claim shall be settled by binding arbitration according to Title 9, Part III, of the Code of Civil Procedure (section 1280, et.seq.) with arbitration conducted in El Dorado County, California. The arbitrator shall be a retired judge of the Superior Court, District Court or Court of Appeal agreed upon by the parties. In the event that parties cannot agree on an arbitrator the parties shall petition the Presiding Judge of the Sacramento County Superior Court who shall designate a retired judge as the arbitrator. The parties to such arbitration proceeding shall be entitled to only that discovery approved by the arbitrator. Any award or decision rendered by the arbitrator shall be in writing and contain the arbitrator's findings of fact and conclusions of law. The award shall be final, binding and conclusive upon the parties and judgment thereon may be entered in any Court in accordance with section 1285, and the following, of the California Code of Civil Procedure. In all cases submitted to arbitration, the parties agree to share the arbitrator's fee equally, unless otherwise assessed by the arbitrator. The arbitrator's initial fee, if any, shall be advanced by the initiating party subject to final apportionment by the arbitrator in the award.
- 10. If any legal actions or arbitration proceedings arising out of or related to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expense incurred in the action or proceedings by the prevailing party.
- 11. This agreement constitutes the entire agreement between the parties relating to this reciprocal driveway easement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by each party.

RIBEIRO CALIFORNIA II LLC

A Nevada limited liability company

By: Johnny R. Ribeiro Its: Managing Member

QUAIL COMMERCE CENTER LLC A Neyada limited liability company

By: Johnny R. Ribeiro Its: Managing Member

STATE OF CALIFORNIA )
COUNTY OF EI Dorado
On 3/765, before me, Angela M. Cholars Notary Public, personally appeared Johnny Pibern
personally known to me 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.
ANGELA M. GHOLAR Commission # 1472513 Notary Public - Catifornia Placer County My Comm. Expires Feb 24, 2008
STATE OF CALIFORNIA )
COUNTY OF El Dorado
On 3/7/05, before me, Ingela M. Ghalar Notary Public, personally appeared Johnny Ribelin
personally known to me 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 by hand and official seal.
ANGELA M. GHOLAR Commission # 1472513 Notary Public - Colifornia Placer County My Comm. Expires Feb 24, 2008

## **Exhibit A**

**Legal Description** 

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

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 35, AS SHOWN ON THE PARCEL MAP FILED MAY 2, 1984, IN BOOK 32 OF PARCEL MAPS, AT PAGE 129, EL DORADO COUNTY RECORDS.

A.P.N.: 108-250-35-100

## Exhibit B

Legal Description

The land referred to herein below is situate in the unincorporated area, County of El Dorado, State of California and is described as follows:

Parcel 1, as said parcel is shown on that certain Parcel Map filed in Book 47 of Parcel Maps, at Page 137, El Dorado County Records,

**EXCEPTING THEREFROM the following:** 

Beginning at the most Westerly corner of Parcel 1 as shown on that certain Parcel Map recorded in Book 47 of Parcel Maps, at Page 137, Records of said County, being located on the right-ofway line of Sunglow Court; thence leaving said right-of-way line along the line common to Parcel 1 and Parcel 8, as shown on said Parcel Map recorded in Book 47 of Parcel Maps, at Page 137, South 36°09'42" East 212.10 feet; thence leaving said line common to Parcels 1 and 8 North 73°55'48" East 178.33 feet; thence North 16°04'12" West 103.68 feet; thence North 74°15'30" East 229.48 feet; thence North 45°51'32" East 143.24 feet; thence North 29°51'55" West 73.78 feet to the Southeasterly line of Parcel 37, as shown on that certain Parcel Map filed in Book 32 of Parcel Maps, at Page 129, El Dorado County Records; thence along said Southeasterly line South 45°51'32" West 73.55 feet to the most Southerly corner of said Parcel 37; thence along the Westerly line of said Parcel 37 North 31°02'44" West 168.70 feet to the most Easterly corner of Parcel 36, as shown on said Parcel Map recorded in Book 32 of Parcel Maps at Page 129; thence along the line common to said Parcel 36 and said Parcel 1 South 61°09'00" West 422.26 feet to a point on the Easterly right-of-way line of Sunglow Court, a 60 foot wide public street; thence along said right-of-way line South 14°21'59" West 56.38 feet; thence on the arc of a tangent curve to the right with a radius of 60.00 feet, the arc of which is subtended by a chord bearing South 38°48'01" West 49.64 feet to the point of beginning.

### FURTHER EXCEPTING THEREFROM the following:

Beginning at a point on the westerly line of said Parcel 1 from which the most westerly corner thereof located on the right of way line of Sunglow Court, bears along the line common to Parcel 1 and Parcel 8 as shown on said Parcel Map North 36°09'42" West 212:10 feet; thence from said point of beginning along the line common to said Parcel 1 and Parcel 8 South 36°09'42" East 10.67 feet; thence South 16°59'30" East 214.50 feet; thence South 34°20'45" East 299.15 feet to the most southerly corner of said Parcel 1; thence along the southerly line of said Parcel 1 North 48°53'28" East 188.31 feet; thence leaving said southerly line North 34°20'45" West 297.24 feet; thence North 16°04'12" West 146.61 feet; thence South 73°55'48" West 178.33 feet to the point of beginning.

Prepared by:

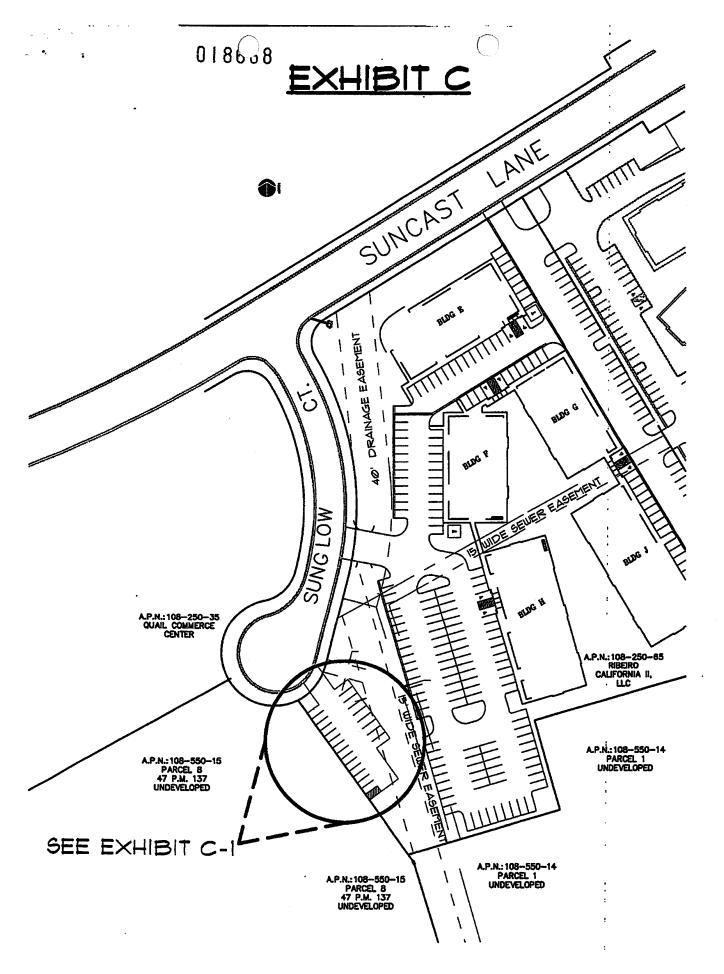
Steven A. Gardner, L.S. 5123

OF CALL

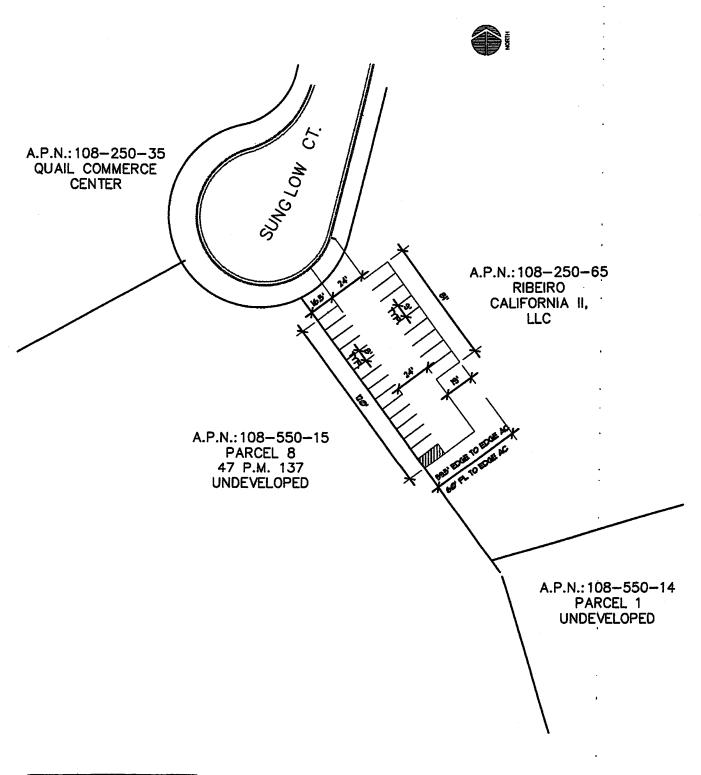
STEVEN A. GARDNER

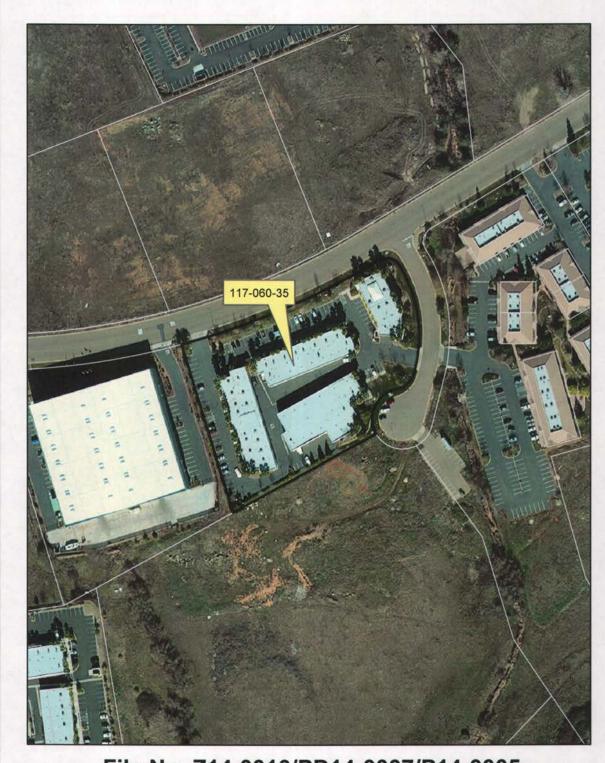
EXP. 6-30-07

NO. LS 512



# EXHIBIT C-1





File No. Z14-0010/PD14-0007/P14-0005 Aerial Photo

w ♣ E

**Exhibit H** 

0 50 100 150 200 Feet