MARKETPLACE

APN: 110-130-37

Escrow#: 1601-1247

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 GREEN VALLEY

MARKETPLACE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, referred to

herein as ("Seller"), with reference to the following facts:

RECITALS

Seller owns that certain real property located in an unincorporated area of El Dorado Α.

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 PUBLIC UTILITY

EASEMENT, as described and depicted in Exhibit B, and the exhibits thereto, which

are attached hereto and referred to hereinafter as "the Easement", 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 agrees to acquire from Seller, the Easement, as described and

depicted in the attached Exhibit B, and the exhibits thereto, which are attached hereto and

hereby incorporated by reference and made a part hereof.

Seller MW

MARKETPLACE

LLC

APN: 110-130-37

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2. JUST COMPENSATION

The just compensation for the Easement is in the amount of \$2,352.20 for a PUBLIC

UTILITY EASEMENT, rounded to a total compensation of \$2,400.00 (Two Thousand

Four Hundred Dollars, exactly).

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 1601-

1247 for APN 110-130-37 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 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, 2015, 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:

Α. The Escrow Holder's fees; and

В. Recording fees, if applicable; and

C. The premium for the policy of title insurance, if applicable; and

Seller MW) M

MARKETPLACE

APN: 110-130-37

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D Documentary transfer tax, if any; and

E. All costs of executing and delivering the Easement; and

F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall, by Grant of Easement, grant to County the Easement, free and clear of title

defects, liens, and encumbrances that would render the Easement 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.

E. For the purposes of this Agreement, "Seller's knowledge" and any similar phrases

shall mean the actual, present knowledge of Henry Avila, without the imputation of

Seller MW //

MARKETPLACE

APN: 110-130-37

Escrow#: 1601-1247

any constructive knowledge, and without any inquiry or investigation, and there

shall be no personal liability on the part of Henry Avila arising out of any

representations or warrantied made herein. Except as is otherwise expressly

provided in this Agreement, Seller hereby specifically disclaims any warranty.

guaranty or representation, oral or written, past, present or future, of, as to, or

concerning the nature and condition of the 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 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, inclusive of the right to remove and

dispose of any existing improvements, shall commence upon the Close of Escrow between

the Seller and County for the easement acquisition. 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. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this contract, up to and including the total amount of

unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any,

an all other amounts due and payable in accordance with the terms and conditions of said

trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s)

or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said monies

Seller MW M

MARKETPLACE

LLC

APN: 110-130-37

Escrow#: 1601-1247

credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

9. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have

relating to the public use for which the Easement 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.

10. 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.

11. REAL ESTATE BROKER

Buyer and Seller have not employed a broker or sales agent in connection with the

acquisition or sale of the Easement. 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.

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder the Easement 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

Seller MW M

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15-1243 B 5 of 21

MARKETPLACE

APN: 110-130-37

Escrow#: 1601-1247

recorded with the Easement.

C. Escrow Holder shall:

Record the Grant of Easement Deed for the Easement described and (i)

depicted in Exhibit B and the exhibits thereto, together with County's

Certificate of Acceptance.

(ii) Deliver the just compensation to Seller.

13. <u>TIME IS OF THE ESSENCE</u>

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.

14. 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.

15. 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 MW /

MARKETPLACE

LLC

APN: 110-130-37 Escrow#: 1601-1247

SELLER: GREEN VALLEY MARKETPLACE LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

Attn: Sharyl Beamer Donahue Schriber

3501 Del Paso Road, Ste. 100 Sacramento, CA 95835

COUNTY: County of I

County of El Dorado Board of Supervisors

Attention: Clerk of the Board

330 Fair Lane

Placerville, CA 95667

COPIES TO: County of El Dorado

CDA, Transportation Division

Attn: R/W Unit 2850 Fairlane Court Placerville, CA 95667

16. 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.

17. 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.

18. 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.

Seller MW M ____

MARKETPLACE

APN: 110-130-37

Escrow#: 1601-1247

19. 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.

20. 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. 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.

23. 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.

24. <u>AUTHORIZED SIGNATURES</u>

The parties to this Agreement represent that the undersigned individuals executing this

Agreement on their respective behalf are fully authorized to do so by law or other

appropriate instrument and to bind upon said parties the obligations set forth herein.

Seller _ MW) 1

MARKETPLACE

LLC

APN: 110-130-37 Escrow#: 1601-1247

SELLER:

GREEN VALLEY MARKETPLACE LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

By: Donahue Schriber Realty Group, L.P.,

A Delaware Limited Partnership

Its Managing Member

By: Donahue Schriber Realty Group Inc.

A Maryland Corporation Its General Partner

By: Mark L. Whitfield
Its: Executive Vice President

By: Name: Lawrence P. Casey
Its: President/COO

COUNTY OF EL DORADO:

Date:	Ву:	
	Brian K. Veerkamp, Chair	
	Board of Supervisors	

Seller MW TC ____

MARKETPLACE

LLC

APN: 110-130-37 Escrow#: 1601-1247

ATTE	ST:
International Section	s S. Mitrisin of the Board of Supervisors
Ву:	Deputy Clerk

Seller MM) CC ____

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 THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 8 EAST, M.D.B.&M. AND BEING A PORTION OF LOT "L" OF LAKE FOREST SUBDIVISION, DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 3, 2004 IN BOOK 48 OF PARCEL MAPS AT PAGE 135.

EXCEPTING THEREFROM FIFTY PERCENT (50%) OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 100 FEET UNDER THE ABOVE DESCRIBED PROPERTY WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, BY DEED RECORDED APRIL 19, 1985 IN BOOK 2422 AT PAGE 620.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP BOOK 48 AT PAGE 135 AS SET FORTH AND ACCEPTED BY THE COUNTY OF EL DORADO BY IRREVOCABLE OFFERS OF DEDICATIONS RECORDED JANUARY 13, 2006 IN SERIES NO. 2006-0002868, 2006-0002869 AND 2006-0002870 OFFICIAL RECORDS.

A.P.N. 110-130-35-100 A.P.N. 110-130-37-100

PRE LEGAL

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN 110-130-37 GREEN VALLEY MARKETPLACE, LLC Green Valley Road PUE

Mail Tax Statements to above. Exempt from Documentary Tax Transfer Per Revenue and Taxation Code 11922 Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GREEN VALLEY MARKETPLACE LLC., A CALIFORNIA LIMITED LIABILITY CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, a public utility easement over, upon, under, and across a portion of 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.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Gra	ntor has hereir	subscribed its	name on this	day of
, 20				
	_			

GRANTOR:

GREEN VALLEY MARKETPLACE LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

BY:

DONAHUE SCHRIBER REALTY GROUP, L.P.

A DELAWARE LIMITED PARTNERSHIP,

MANAGING MEMBER

V	
1	

DONAHUE SCHRIBER REALTY GROUP, INC. A MARYLAND CORPORATION, ITS GENERAL PARTNER

By:
Name:
Its:
Ву:
Name:
Its:
Ву:
Name:
Its:
Ву:
Name:
Its:

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A'

All that certain real property situate in Section 22, Township 10 North, Range 8 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed in Book 48 of Parcel Maps, Page 135 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northeast corner of that certain document number 2006-2870 filed in said county; thence along the easterly line of said Parcel 2 North 0° 38′ 01″ West 9.90 feet; thence leaving said easterly line South 84° 03′ 58″ West 114.23 feet to the northerly line of said document number 2006-2870; thence along said northerly line the following two courses: 1) South 46° 24′ 45″ East 17.15 feet to the beginning of a nontangent curve; 2) along a 8995.50 foot radius curve concave southerly through a central angle of 0° 39′ 04″, an arc distance of 102.23 feet, said curve being subtended by a chord which bears North 82° 16′ 54″ East 102.23 feet, to the POINT OF BEGINNING. Containing 1,238 square feet more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The purpose of the above description is to describe that portion of said Parcel as an easement for public utilities purposes.

JOSEPH JOSEPH

Joseph C. Neely, P.L.S. 9026 Associate Land Surveyor El Dorado County Community Development Agency

We Mil

Transportation Division

Dated: 4/21/2015

EXHIBIT 'B'

EXHIBIT B

Situate in Section 22, T. 10 N., R. 8 E., M.D.M. County of El Dorado, State of California

GREEN VALLEY MARKETPLC CA LLC
APN 110:130:37
POR. PARCEL 2
P.M. 48-135

PUBLIC UTILITIES EASEMENT

AREA = 1238 SQ. FT. $\pm -$

S 84° 03' 58" W 114.23'

N 0° 38' 01" W 9.90'

S 46° 24' 45" E

17.15'

EL DORADO COUNTY PER I.O.D.

DOC. NO. 2006-2870

-R=8995.50'

L=102.23' Δ=0° 39' 04"

CH=N 82° 16' 54" E

102.23'

POINT OF BEGINNING NORTHEAST CORNER DOC. NO. 2006-2870

GREEN VALLEY RD.





Scale 1"=30'

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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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.

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IN WITNESS WHEREOF,	Grantor has	herein	subscribed	its r	name	on	this	day	of
	20								

(SIGNATURES APPEAR ON FOLLOWING PAGE)

GRANTOR:

GREEN VALLEY MARKETPLACE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: DONAHUE SCHRIBER REALTY GROUP, L.P., A DELAWARE LIMITED PARTNERSHIP ITS MANAGING MEMBER

> By: DONAHUE SCHRIBER REALTY GROUP, INC., A MARYLAND CORPORATION ITS GENERAL PARTNER

> > By: Mark L. Whitfield
> > Its: Executive Vice President
> >
> > By: Ame: Lawrence P. Casev

President/COO

Its:

(A Notary Public Must Acknowledge All Signatures)

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA COUNTY OF Orange }ss:
On October 1, 2015 before me, Tawara Schuff, Notary Public, personally (here insert name and title of the officer)
appeared Mark L. Whitteld
who 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
WITNESS my hand and official seal. TAMARA SCHUFF
Signature WITNESS my hand and official seal. TAMARA SCHUFF Commission # 2089878 Notary Public - California Orange County My Comm. Expires Dec 12, 2018 (This area for notary stamp)
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
STATE OF CALIFORNIA COUNTY OF Ocange
On October 1, 2015 before me, Jamara Schuff, Notary Public, personally
appeared Lawrence P. Casey (here insert name and title of the officer)
who 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
COTTECT. WITNESS my hand and official seal.
A COLLAR CONTROL OF THE COLLAR
Signature (This area for notary stamp)
TAMARA SCHUFF Commission # 2089878 Notary Public - California Orange County My Comm. Expires Dec 12, 2018

Order No. 1601-1247

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1

A.P.N. 110-130-35-100 A.P.N. 110-130-37-100

PRE LEGAL

EXHIBIT 'A'

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-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The purpose of the above description is to describe that portion of said Parcel as an easement for public utilities purposes.

Joseph C. Neely, P.L.S. 9026 Associate Land Surveyor El Dorado County

Community Development Agency

Transportation Division

Doe Mil

Dated: 4/21/2015

EXHIBIT 'B'

EXHIBIT B

Situate in Section 22, T. 10 N., R. 8 E., M.D.M. County of El Dorado, State of California

GREEN VALLEY MARKETPLC CA LLC
APN 110:130:37
POR. PARCEL 2
P.M. 48-135

PUBLIC UTILITIES EASEMENT AREA = 1238 SQ. FT. ±

S 84° 03' 58" W 114.23'

N 0° 38' 01" W 9.90'

S 46° 24' 45" E-

EL DORADO COUNTY PER I.O.D. DOC. NO. 2006—2870 R=8995.50' L=102.23' Δ=0° 39' 04" CH=N 82° 16' 54" E

102.23'

POINT OF BEGINNING NORTHEAST CORNER DOC. NO. 2006-2870

GREEN VALLEY RD.





Scale 1"=30'