

DR-R19-0001/Holiday Market/034-270-049

Exhibit A-Vicinity Map 20-0146 B 1 of 42



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Exhibit C-General Plan Map 20-0146 B 3 of 42 Copy right, Airphoto USA, LLC, All Rights Reserved. This Dipiction was complied from unverified public and private resourses and is illustrative only. No representation as to the accuracy of this information. Parcel boundaries are particularly unreliable. Users make use of this depiction at their own risk.



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Exhibit D-Meyers Area Plan Map (Zoning Ordinance Map) 20-0146 B 4 of 42





Exhibit E-Existing Conditions



Exhibit E-Existing Conditions





2-5-19





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E

Existing

Remove pole sign to grade.

Wood Hut/Electrical Pump House Leave as is.

Exhibit H-Proposed Elevation, Tahoe Paradise Golf Monument Sign



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Existing



Proposed



Reface existing double faced monument sign New faces in sandblasted red cedar Graphics painted in 3 colors (Green PMS 7734, Red PMS 187, White)

63 3/8"h x 96"w 42.25sf



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Existing

Remove existing light on building and install:

Face lit channel letters, 5" deep aluminum return, .177 acrylic faces, 1" black trim cap, first surface vinyl, 3M White Diffuser Film 3635-70 (60% light transmission), 3M 3630-76 green, & 3M 3630-53 red, white led illumination.

Flat aluminum backer panel with "MARKET" Channel Letters with White acrylic faces, 3M White Diffuser Film 3635-70 Hook up to existing electrical 39.7 SqFt.



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RECORDING REQUESTED BY: Fidelity National Title Company Title No.: FSSE-FTO1901101

Escrow Order No.: FSNX-7051901538

When Recorded Mail Document and Tax Statement To: Richard E. Morgan, Jr. North State Grocery, Inc. P.O. Box 439 Cottonwood, CA 96022

APN/Parcel ID(s): 034-270-49-000

20199004050900029 El Dorado, County Recorder Janelle K. Horne Co Recorder Office DOC 2019-0040509-00 Acct 8003-Fidelity National Title Thursday, SEP 26, 2019 13:09:32 Ttl Pd \$98.00 Nbr-0002041060 RAB/C1/1-29

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from fee per GC 27388.1 (a) (2); recorded in connection with a transfer subject to the imposition of documentary transfer tax.

Reciprocal Easement Agreement

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

Recording Document Cover Page SCA0000079.doc / Updated: 04.26.18

Page 1

Printed: 09.24.19 @ 02:54 PM CA-FT-FSNX-01500.080705-FSNX-7051901538

Exhibit K-2019 Parking Easement Agreement

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Michel LeClerc North State Grocery, Inc. P.O. Box 439 Cottonwood, CA 96022

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (Agreement), dated for reference purposes as of September 20, 2019, is entered into by and between David H. Beeman, trustee of The David H. Beeman Family Trust, as amended and restated December 12, 2018 as to an undivided thirty five and one half percent (35.5%), Cinda S. Beeman, trustee of The Cinda S. Beeman Trust, as amended and restated dated December 29, 2018 as to an undivided twenty nine percent (29%), Michal Beeman (formerly Michal L. Strong and formerly Michal Ware), individually as to an undivided thirty five and one half percent (35.5%), as Tenants in Common (collectively "Beeman"), and North State Grocery, Inc., a California corporation ("NSG"). Beeman and NSG, and each of their respective successors and assigns, are from time to time referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Beeman is the owner of that certain real property (Beeman Property) commonly known as 3021 US Highway 50 located in the city of South Lake Tahoe, California, and more particularly described in *Exhibit A* attached to this Agreement.

B. NSG is the owner of that certain real property (NSG Property) commonly known as 2997 US Highway 50 located in the city of South Lake Tahoe, California, located adjacent to the Beeman Property and more particularly described in *Exhibit B* attached to this Agreement.

C. The parties desire to grant to one another certain easements over each other's property, subject to the provisions of this Agreement. The parties intend that this easement supercede the prior easements with respect to these properties.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants contained in this Agreement, and such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, for themselves, their successors and assigns, agree:

AGREEMENT

1. Grant of Beeman Easements

1.1. (a) <u>Beeman Parking Easement</u>. NSG grants to Beeman a nonexclusive easement (Beeman Parking Easement), appurtenant to the Beeman Property as long as the Beeman Property is used as a golf course, driving range and uses related thereto over, on, across, and through the parking area portion of the NSG Property (Parking Lot) as shown on the shaded area of *Exhibit C* and to the Beeman Parking Easement Area more particularly described and depicted in *Exhibit D* attached to this Agreement. The Beeman Parking Easement is granted for the purpose of the ingress and egress from US Highway 50 to the Beeman Parking Easement, and temporary parking of automobiles and other vehicles (excluding trailer trucks or trailers and trucks with more than two axles), on a first-come-first-served basis within the Beeman Parking Easement for customers, employees, agents, contractors, suppliers, invitees and guests. This grant of easement supercedes all prior easements of record granting the Beeman Property ingress/egress, parking and signage on the Parking Lot.

(b) Usage of Parking Lot and Beeman Parking Easement. Subject to the provisions of section 3, NSG covenants that the Beeman Parking Easement Area shall remain as a parking area. NSG and Beeman, and their successors and assigns, agree that they shall not at any time park any inoperable automobile or other vehicle or store any automobile or other vehicle, or cause or permit any inoperable automobile or other vehicle to be parked or any automobile or other vehicle to be stored, within the Parking Lot or the Beeman Parking Easement Area. NSG and Beeman agree that they shall not at any time park or store, or cause or permit to be parked or stored, on or within the Parking Lot or the Beeman Parking Easement Area any automobile or other vehicle, or obstruct or cause or permit the obstruction of ingress or egress to or from the NSG Property or the Beeman Property over the Parking Lot or the Beeman Parking Easement Area. NSG and Beeman shall not be deemed to have "permitted" such a prohibited action by any of their employees, contractors, agents, tenants, or licensees if they have notified that person in writing, promptly after any such action, that the action is prohibited and if they otherwise have used its best efforts to prevent the prohibited action by such person.

1.2. *Delivery Area*. The Beeman Parking Lot Easement is subject to the maintenance of adequate ingress and egress to NSG's building for deliveries by large trucks, vans or other vehicles and the Parking Lot for NSG, its customers, employees, agents, contractors, suppliers, invitees and guests.

1.3. <u>Best Efforts</u>. Both parties shall use reasonable efforts to cause employees to park at the far western end of the Parking Lot and the Beeman Parking Easement Area. The parties acknowledge and agree that NSG shall have the right, exercisable from time to time in NSG's sole and absolute discretion, but not any obligation, to (a) establish and/or mark the Beeman Parking Easement Area spaces as exclusively for the use of Beeman and those remaining spaces in the Parking Lot as exclusively for the use of NSG; and/or (b) issue to Beeman permits, decals, or other forms of identification, and/or take other actions sufficient to allow NSG to monitor and regulate Beeman's use of the

parking spaces under these provisions. Both parties shall reasonably cooperate to provide signage, towing and other restrictions to insure adequate customer parking and Beeman shall use best efforts to encourage its customers to park towards the western end of the Parking Lot.

1.4. <u>Signage</u>. NSG agrees that Beeman currently has a a monument sign and a pole sign on the NSG Property. Conditioned upon local agency(ies) approval and acceptance of Beeman's existing monument sign, Beeman shall continue to utilize the monument sign provided that Beeman's right to signage is conditioned on each of the following: (i) compliance with all local agency approvals or rules, and (ii) the signage is subject to reasonable approval by NSG as to aesthetics, design and installation and (iii) removal of the existing pole sign. Beeman shall not have a right to place signage at additional locations or on NSG's building(s).

2. <u>Easements over Beeman Property</u>. Beeman grants to NSG a non-exclusive access easement across and through the Beeman Property for purposes of accessing any building along the property line or any replacement thereof for purposes of inspection, repair, remodeling, rebuilding, replacement or reconstruction of a similar building in a comparable location. During periods of snow accumulation, Beeman agrees, subject to reasonable agreement as to location, that NSG may remove snow from the Parking Lot and deposit snow on the Beeman Property.

3. <u>Relocation of Easements</u>. The parties acknowledge and agree that the descriptions of the Easement Areas attached as exhibits to this Agreement are based on the existing entitlements for the respective properties but are subject to adjustment as may be necessary to comply with other easements prior to right or federal, state or local law but not due to expanded or changed use of the easements granted hereunder. Any modification instrument must be executed by NSG and Beeman or their respective successors or assigns and shall become effective on its recordation without the need for any further amendment to this Agreement.

4. Maintenance of Easement Areas.

4.1. <u>Maintenance</u>. NSG, for itself, and for its successors and assigns, agrees that, subject to the sharing of costs as set forth in this section 4, the NSG Property owner shall perform, or cause to be performed, the Maintenance (as defined below in this subsection) of all hardscaped and landscaped surfaces, lighting and other utilities, fencing, fixtures, and other improvements (excluding buildings and utilities, fixtures, and other improvements (excluding buildings) (collectively, Parking Lot Improvements) located at any time within the Parking Lot. As used in this Agreement, "Maintenance" shall mean all maintenance, repairs, replacements or capital improvements including grading, resurfacing, drainage systems required base material of or for the Parking Lot Improvements; (b) acts or omissions by persons other than the parties or their employees, contractors, agents, tenants, or licensees (whether or not insured); (c) forces or events beyond the reasonable control of the parking Lot; (e) annually

insured); (c) forces or events beyond the reasonable control of the parties (whether or not insured); (d) annual sealing of fifty percent (50%) of the Parking Lot; (e) annually restriping of the Parking Lot; (f) markings and signage for handicapped parking; (g) Parking Lot lighting; (h) snow and ice removal (when Beeman Property is operating); (i) maintenance of the drainage ditch and other drainage areas within and adjacent to the Parking Lot; and/or (j) "Required Improvements" which shall be defined as any governmentally or legally imposed improvements such as, but not limited to, electric vehicle charging stations, best management practices (BMP) and/or Americans with Disability Act requirements. The NSG Property owner and the Beeman Property owner shall each pay fifty percent (50%) of the costs of Maintenance.

The NSG Property owner shall provide written invoices (individually and collectively, Invoice) to the Beeman Property owner for an amount equal to the applicable share of costs of any Maintenance performed under this Agreement payable by the Beeman Property owner. Each Invoice shall include a breakdown of costs for labor and materials and also may include a reasonable amount, not to exceed five percent (5%) of the costs of Maintenance shown on the Invoice, for the cost of administration of the Maintenance by the NSG Property owner (Administrative Fee). If a contractor (other than the NSG Property owner, if it is a contractor) performs any Maintenance, then the Invoice covering that Maintenance shall include copies of any backup invoices from the contractor(s) who performed the Maintenance.

4.2. <u>Repaying</u>. NSG intends to regrade and repave the Parking Lot as soon as feasible following execution of this Agreement. NSG shall contract for this repaying with an appropriate contractor and shall pay one hundred percent (100%) of the cost. Following this initial repaying, either party at any time at least fifteen (15) years after the initial repaying or any subsequent repaying may require NSG to repave the Parking Lot and each party shall pay fifty percent (50%) of the costs thereof as set forth in Section 4.1. Either party may obtain a repaying bid(s) from a qualified contractor. If Beeman elects to obtain a repaying bid under this subsection, NSG will both consider that bid and consult with Beeman before selecting the winning bid.

4.3. <u>Expanded Parking</u>. If Beeman elects to or is required to expand the Parking Lot onto the Beeman Property, NSG may elect to pay fifty percent (50%) of the costs in exchange for the right to fifty percent (50%) of the expanded parking and NSG and Beeman shall in good faith reasonably revise this Agreement to add the expanded area to the definition of Parking Lot under this Agreement.

4.4. <u>Other Maintenance</u>. Notwithstanding any provision of this Agreement to the contrary, the Beeman Property owner shall be solely obligated to pay the costs of any maintenance, repairs, or replacement of any Parking Lot Improvements or of any other improvements to, or portions of, the NSG Property (including any Administrative Fee not to exceed five percent (5%) of such costs) occasioned by the negligence, willful misconduct, or intentional acts of the Beeman Property owner or any of its employees, invitees, customers, contractors, agents, tenants, or licensees. The Beeman Property owner shall pay these costs within 30 days after it receives an Invoice for the costs from the NSG Property owner (provided, however, that in any such instance, the NSG Property

Property owner then shall have a nonexclusive license to enter on the NSG Property to the extent reasonably necessary to perform any such work). Notwithstanding any provision of this Agreement to the contrary, the NSG Property owner shall be solely obligated to pay the costs of any maintenance, repairs, or replacement of any Easement Improvements or of any other improvements to, or portions of, the Beeman Property (including a reasonable Administrative Fee not to exceed five percent (5%) of such costs) occasioned by the negligence, willful misconduct, or intentional acts of the NSG Property owner or any of its employees, contractors, agents, tenants, or licensees. The NSG Property owner shall pay these costs within 30 days after its receipt of a written invoice for these costs from the Beeman Property owner (including copies of any backup invoices) (provided, however, that in any such instance, the Beeman Property owner may, in the alternative, elect to require the NSG Property owner to perform and pay for the costs of any such maintenance, repairs, or replacement, and the NSG Property owner then shall have a nonexclusive license to enter on those portions of the Beeman Property to the extent reasonably necessary to perform any such work).

4.5. <u>Amortization of Certain Expenses</u>. NSG agrees that for any Maintenance and/or repaving of the Parking Lot Improvements (other than the initial repaving of the Parking Lot), that Beeman shall not be required to make payments for such improvements in an amount in excess of \$25,000 per year. Any amount outstanding as Beeman's share shall continue to bear interest at ten percent (10%) per year until paid in full. This provision shall apply to improvements both individually and in the aggregate such that Beeman's maximum payment, including interest on the outstanding balance, shall not exceed \$25,000 per year. The \$25,000 amount shall be increased every five (5) years by the increase in the Consumer Price Index over that five (5) year period as determined by NSG and NSG shall notify Beeman of that determination.

4.6. Failure to Pay. Any amount shown on an Invoice and not paid by the Beeman Property owner within 30 days after receipt shall be subject to a late charge equal to five percent (5%) of the overdue amount. In addition, any amount shown on an Invoice and not paid by the Beeman Property owner within 60 days following receipt shall thereafter accrue interest at the lesser of 10 percent (10%) per annum or the maximum rate allowed by law until fully paid. Failure of the Beeman Property owner to pay the full amount of any Invoice within 60 days following receipt shall constitute a default by that owner under this Agreement. Without limiting any rights or remedies of the NSG Property owner for such default, the NSG Property owner shall have the lien and enforcement rights and remedies set forth in this subsection 4.6. Any amount remaining unpaid for 60 days following receipt of the Invoice therefor, plus late charges, accrued interest, and any costs of collection (including reasonable attorney fees), shall be and become a lien on the Beeman Property (Lien) when the NSG Property owner causes to be recorded in the Official Records of El Dorado County a notice of lien (Notice of Lien) that includes:

(a) A reference to this Agreement;

(b) An itemized statement of the amounts owed by the Beeman Property owner, including the principal amount, any late charges and the method of calculation, accrued interest and the method of calculation, and any costs of collection;

(c) A legal description of the Beeman Property; and

(d) The name(s) of the then record Beeman Property owner(s), if reasonably available.

The authorized representative of the NSG Property owner shall sign the Notice of Lien. The NSG Property owner shall send a copy of the Notice of Lien to the record Beeman Property owner(s), in accordance with the provisions of subsection 13.8 of this Agreement, not later than 10 days after recordation. The NSG Property owner shall cause a copy of the Notice of Lien to be sent to the beneficiary(ies) under any deeds of trust recorded against the Beeman Property, provided that the Beeman Property owner shall have previously provided to the NSG Property owner the name(s) and address(es) of these beneficiary(ies), and provided further that any failure of the NSG Property owner to provide a copy of the Notice of Lien to any such beneficiary(ies) shall not impair or invalidate any Lien or enforcement rights or remedies of the NSG Property owner under this subsection 4.6. When payment is made in full of the amount due and all accrued interest, the NSG Property owner shall cause to be recorded a further notice stating the satisfaction and release of the Lien. The Lien shall be prior to all other liens against the Beeman Property recorded subsequent to the recordation of the Notice of Lien, except for the lien of a first priority deed of trust (i.e., a deed of trust senior to any other liens) that may be recorded against the Beeman Property subsequent to the recordation of the Notice of Lien.

The NSG Property owner may enforce any Lien under this Agreement by judicial foreclosure. If the default is cured before completing a judicial foreclosure, including payment of all costs, expenses, and reasonable attorney fees incurred by the NSG Property owner, the NSG Property owner shall record a notice of satisfaction and release of the Lien.

4.7. <u>Failure to Perform Maintenance</u>. If the NSG Property owner fails to perform or cause to be performed any Maintenance required under subsection 4.1, and this failure continues for a period of 30 days after written notice from the Beeman Property owner, then the Beeman Property owner shall have the right, but not any obligation, to perform or cause to be performed such Maintenance, at the expense and for the account of the NSG Property owner, which shall be paid by the NSG Property owner to the Beeman Property owner within 30 days after receipt by the NSG Property owner of a written invoice from the Beeman Property owner (including copies of any backup invoices). Any amount shown on that invoice and not paid by the NSG Property owner within 30 days after receipt shall be subject to a late charge equal to five percent (5%) of the overdue amount. In addition, any amount shown on the invoice and not paid by the NSG Property owner within 60 days after receipt shall thereafter accrue interest at the lesser of 10 percent (10%) per annum or the maximum rate allowed by law until fully paid. Failure of the NSG Property owner to pay the full amount of any such invoice within 60 days after receipt shall constitute a default by the NSG Property owner under this Agreement. Without limiting any rights or remedies of the Beeman Property owner for the default. the Beeman Property owner shall have, with respect to the NSG Property, the same lien and enforcement rights and remedies set forth in subsection 4.6, provided, however, that notwithstanding any provision in this Agreement to the contrary, any such lien and enforcement rights and remedies of the Beeman Property owner shall be and at all times remain subordinate to the lien of any mortgage, deed of trust, or other security interest that may exist against the NSG Property as of, or at any time after, the date of recordation of this Agreement. NSG, for itself, and for its successors and assigns, grants to Beeman a nonexclusive license to enter on the NSG Property to the extent reasonably necessary to perform any Maintenance. Notwithstanding any provision in this Agreement to the contrary, the time for performance by the NSG Property owner of any Maintenance shall automatically be extended for force majeure. As used in this Agreement, "force majeure" shall mean labor disputes, fire, unusual delay in deliveries, adverse weather conditions, unavoidable casualties, delays caused by Beeman or any governmental agency, or any other causes beyond the reasonable control of the NSG Property owner and not reasonably anticipatable, provided the NSG Property owner has made all commercially reasonable efforts to avoid or mitigate such causes.

5. <u>No Unreasonable Interference</u>. Each party agrees that it shall not use or permit the use of any easement granted to it ("easement holder") under this Agreement in any manner that will unreasonably interfere with the other party's use and enjoyment of its property and easement(s). Each party agrees that any easement granted to the easement holder under this Agreement includes the right of use of the easement, in accordance with the provisions of this Agreement, by the easement holder and its employees, agents, tenants, contractors, subcontractors, and licensees. All easements and rights granted under this Agreement shall survive any damage, destruction, reconstruction, renovation, repairs, or replacement of any Parking Lot Improvements.

6. *Hazardous Materials*. Each easement holder agrees that it shall not use or transport, or permit or cause to be used or transported, any Hazardous Materials (as defined below) over, under, on, across, or through the area of any easement granted to the easement holder under this Agreement except as permitted by, and in strict compliance with, all applicable federal, state, and local laws, statutes, ordinances, regulations, guidelines, orders, judicial and administrative decisions, and any applicable insurance requirements. In no event shall an easement holder store, release, or dispose of any Hazardous Materials over, under, on, across, or through the area of any easement granted to the easement holder under this Agreement. As used in this Agreement, "Hazardous Materials" shall mean any material or substance defined or regulated as a hazardous or toxic material, waste, or substance under any federal, state, or local law, statute, ordinance, regulation, guideline, order, judicial or administrative decision, and/or any applicable insurance policy presently in effect or as may be modified from time to time after the date of this Agreement, and shall specifically include, but not be limited to, petroleum products and by-products.

7. <u>Indemnity</u>. Each party (Indemnitor) agrees to indemnify, defend, and hold harmless each other party and such other party's officers, directors, shareholders, employees,

contractors, licensees, tenants, agents, and representatives (individually and collectively, Indemnitee) from and against any claims, demands, actions, proceedings, liabilities, losses, damages, liens (including mechanic's liens but excluding any Lien provided by subsection 4.6, costs and expenses (including court costs and reasonable attorney, experts', and consultants' fees and costs) of any nature whatsoever, at law or in equity (Claims) arising directly or indirectly out of or relating to (a) any act or omission in connection with the use of any easement or license granted to Indemnitor under this Agreement; (b) the negligence, willful misconduct, or intentional act of Indemnitor or any of Indemnitor's employees, contractors, agents, tenants, or licensees; (c) the use, transport, storage, release, or disposal of any Hazardous Materials by Indemnitor or any employee, contractor, licensee, tenant, or agent of any Indemnitor, and/or (d) any breach of Indemnitor's obligations under this Agreement. Indemnitor's obligations under this section shall not extend to any Claims to the extent such Claims arise from the negligence, willful misconduct, or intentional act of any Indemnitee.

8. Insurance. Without limiting the indemnity obligations of the parties set forth in section 7, each party agrees, at all times from and after the date of its first use of any easement granted to that party under this Agreement, to maintain general liability insurance in an amount not less than \$1 million, written on an occurrence basis, covering bodily injury, death, and property damage arising out of or relating to the use of any easement granted to that party by this Agreement. Each party shall have the right (but not any obligation), exercisable at reasonable intervals, but in any case not more than once every 3 years, to require the amount of this liability insurance to be increased to commercially reasonable levels; provided, however, that any such increase shall apply to the amount of such liability insurance carried by each party. All liability insurance required under this Agreement shall name the other party as an additional insured and shall contain a crossliability endorsement or provision providing that the other party, although named as an additional insured, shall nevertheless be entitled to recovery under such insurance. This liability insurance also shall provide that it is primary and noncontributing with any insurance that may be carried by the other party, and shall provide further that it covers the contractual indemnity obligation of each party under section 7. Notwithstanding any provision of this Agreement to the contrary, a party shall not have the right to use any easement granted to it under this Agreement unless and until that party delivers to the other party a certificate of insurance, in form reasonably satisfactory to the other party, evidencing compliance with the insurance requirements of this section. Any such certificate(s) of insurance shall provide for not less than 30 days' prior written notice to the other party of any cancellation, nonrenewal, or material change in coverage.

9. <u>Mortgagee Protection</u>. Except as provided in subsection 4.6, no breach of any of the provisions of this Agreement nor the enforcement of this Agreement shall defeat or render invalid the lien of any mortgage, deed of trust, or other security interest against the Beeman Property or the NSG Property, but all of the provisions of this Agreement shall be binding on and effective against any person whose title is derived through foreclosure or otherwise; provided, however, that any such person shall have no liability for any breach occurring before the date such person succeeds to title. It is the express intent of the parties that this Agreement and the easements granted in this Agreement shall at all times be superior to the lien of any deed of trust, mortgage, security interest, or other

monetary lien or encumbrance that may exist against the Beeman Property or the NSG Property as of, or at any time after, the date of recordation of this Agreement. Each party, after receipt of a written request from the other party, shall use its best efforts to obtain written recordable agreements from its lenders and other holders of such liens, if any, by which those lienors agree to subordinate their interests under those liens to the rights and interests of the parties created by this Agreement.

10. <u>Reversion</u>. In the event that the golf course on the Beeman Property is (i) closed for more than twenty four (24) consecutive months other than for remodeling or rebuilding of a golf course or (ii) the use of the Beeman Property shall change from that of a golf course, the Beeman Easement shall terminate and the Parking Lot shall fully revert to the NSG Owner, and Beeman shall execute a quitclaim deed with respect to any and all easement rights created hereunder over the NSG Property.

11. <u>Condemnation</u>. In the event of a condemnation or taking of all or some of the Parking Lot, all proceeds payable shall be paid solely to the NSG Owner.

12. <u>Arbitration</u>. In the event of any dispute involving this Easement Agreement, the parties agree that if they cannot resolve a dispute within thirty (30) days, either party may, upon written notice to the other, submit the matter to JAMS or a similar entity for binding arbitration pursuant to their applicable rules. Each party agrees to abide by the decision of the arbitrator.

13. General Provisions.

13.1. <u>Entire Agreement</u>. This Agreement, including all recitals and exhibits to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

13.2. <u>Amendment</u>. This Agreement may be amended, modified, or supplemented only by a writing signed by both parties.

13.3. <u>Waiver</u>. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

13.4. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

13.5. <u>Governing Law</u>. This Agreement is entered into in and shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made by residents of the State of California and to be performed in California.

13.6. <u>Severability</u>. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

13.7. Interpretation. Headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used in this Agreement: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) when the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to"; and (d) "shall" is mandatory and "may" is permissive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally for the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

13.8. <u>Notices</u>. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) when transmitted by telecopier or facsimile device during normal business hours, provided such device is capable of generating a written confirmation of the transmission and receipt, and an original is deposited in first-class mail within 2 business days after such transmittal addressed as set forth below; (c) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (d) on the earlier of actual receipt or 3 days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the parties as set forth below. Any party may change its address for notices by giving written notice to the other parties in the manner set forth above.

If to Beeman	David Beeman 3021 US Highway 50 South Lake Tahoe, CA 96150
If to NSG	North State Grocery, Inc. P.O. Box 439 Cottonwood, CA 96022

13.9. <u>Successors and Assigns</u>. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, personal and legal representatives, successors, and assigns. All references in this Agreement to "Beeman" and "NSG" shall include their respective heirs, representatives, successors,

and assigns. The provisions of this Agreement shall constitute covenants running with the land comprising the Beeman Property and the NSG Property for the reciprocal burden and benefit of these properties, and shall be binding on each successive owner, during its/his/her ownership, of any portion of the Beeman Property or the NSG Property and on each person having any interest in this Agreement derived through any owner of the Beeman Property or the NSG Property. The provisions of this Agreement also shall be deemed to constitute equitable servitudes on the Beeman Property and the NSG Property. Any transferee of title to the Beeman Property or the NSG Property or the NSG Property or the NSG Property or the NSG Property. Any transferee of that title, to have automatically assumed all obligations under this Agreement with respect to the transferred property, but only to the extent that those obligations accrue after the date of the transfer of title. Effective on the transfer, the transferor shall be relieved of all further liability under this Agreement except for any liability which may have arisen during its period of ownership and that remains unsatisfied as of the time of the transfer.

13.10. <u>Estoppel Certificates</u>. Not later than 15 days after receipt of a request for an estoppel certificate from either party to this Agreement, the other party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

13.11. *Further Actions*. Each of the parties agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

13.12. <u>Attorney, Expert, Consultant Fees and Costs</u>. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter of this Agreement (including, but not limited to, any suit, arbitration, entry of judgment, postjudgment motion, or enforcement, appeal, bankruptcy litigation, attachment, or levy) shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorney, experts', and consultants' fees and costs.

13.13. <u>No Partnership or Third Party Beneficiary</u>. This Agreement and any further documents or actions executed by the parties in connection with this Agreement shall not create nor be deemed under any circumstances to create any joint venture or partnership between the parties or to render the parties joint venturers or partners. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any rights or remedies under this Agreement.

13.14. <u>Counting Days</u>. All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday, then the

time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday, or legal holiday.

13.15. Time of the Essence. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

13.16. Effectiveness. This Agreement shall become effective only when signed and delivered by the parties and recorded in the El Dorado County Official Records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Date: 9-19-19

Date: 9-2019

NORTH STATE GROCERY, INC., a California corporation

- yous -

Richard E. Morgan, Jr., President

THE DAVID H. BEEMAN FAMILY TRUST, as amended and restated dated December 12, 2018

P By: <u>MR</u> David H. Beeman, Trustee

THE CINDA S. BEEMAN TRUST, as amended and restated dated December 29, 2018

By:____ Cinda S. Beeman, Trustee

Michal L. Beeman (formerly Michal L. Strong and Michal Ware)

Executed in Counterpart

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Date: <u>9-19-19</u>

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NORTH STATE GROCERY, INC., a California corporation

By: ______ Richard E. Morgan, Jr., President

Date: 9-2019

THE DAVID H. BEEMAN FAMILY TRUST, as amended and restated dated December 12, 2018

By:_____ David H. Beeman, Trustee

THE CINDA S. BEEMAN TRUST, as amended and restated dated December 29, 2018

By: Cincia S. Boeman

Cinda S. Beeman, Trustee

Michal L. Beeman (formerly Michal L. Strong and Michal Ware)

Executed in Counterpart

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NORTH STATE GROCERY, INC., a California corporation

By: ______ Richard E. Morgan, Jr., President

Date: 9.2019

THE DAVID H. BEEMAN FAMILY TRUST, as amended and restated dated December 12, 2018

By:

David H. Beeman, Trustee

THE CINDA S. BEEMAN TRUST, as amended and restated dated December 29, 2018

By:_____ Cinda S. Beeman, Trustee

-michal S. beeman 9/19/2014

Michal L. Beeman (formerly Michal L. Strong and Michal Ware)

Executed in Counterpart

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 County of -0 0 0 On Notary Public, before me. (here insert name and title of the officer) personally appeared an 5 5

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(iss), 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 correct?

WITNESS hand seal m\ nd\¢ffiþ al Signatùre (Seal)



Notary Acknowledgment - General SSCORPD1883.doc / Updated: 08,03.16 Printed: 09.05.19 @ 10:46 AM by CT CA-FT-FSNX-01600.080705-FSNX-7051s01538 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 ۶ County of ~ ~ 0 0 On before me Notary Public. (here insert name and title of the officer)

personally appeared <u>have an interview 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.</u>

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)

han WITNESS official seal. mi Signature

BRAD ASKELAND COMM. NO. 2173037 NOTARY PUBLIC - CALIFORNIA SHASTA COUNTY MY COMMISSION EXPIRES NOVEMBER 20, 2020

Notary Acknowledgment - General SSCORPD1863.doc / Updated: 08.03.16 Printed: 09.05.19 @ 10:45 AM by CT CA-FT-FSNX-01500.080705-FSNX-7051901538 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 County of F Dorado 9.19.19 Notary Public, On before me, (here insert name and title of the officer) S ima Deoman personally appeared 0

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that be/she/they executed the same in bis/her/their authorized capacity(ies); and that by bis/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 correct.

WITNESS my hand and official seal. Signature

(Seal)

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Notary Acknowledgment - General SSCORPD1863.doc / Updated: 08.03.16 Printed: 09.05.19 @ 10:45 AM by CT CA-FT-FSNX-01500.080705-FSNX-7051901538 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 MAINEUr County of 19.2019 September before me, _ Angela On C05 Notary Public, (here insert name and title of the officer)

personally appeared <u>Michael L. Bleman</u>, 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/<u>she</u>/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 correct.

WITNESS my hand and official seal/

Signato (Seal)

OFFICIAL STAMP ANGELA LEOS **NOTARY PUBLIC - OREGON** COMMISSION NO. 991134 MY COMMISSION EXPIRES AUGUST 27, 2023

Notary Acknowledgment - General SSCORPD1863.doc / Updated: 08.03.16 Printed: 09.05.19 @ 10:45 AM by CT CA-FT-FSNX-01500.080705-FSNX-7051901538

TABLE OF EXHIBITS

EXHIBIT A EXHIBIT B EXHIBIT C EXHIBIT D

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Legal Description of Beeman Property Legal Description of NSG Property Parking Lot Beeman Parking Easement Area

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EXHIBIT A Beeman Property Legal Description

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EXHIBIT A

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

PROPERTY ONE

All that portion of Section 29, Township 12 North, Range 18 East, Mount Diablo Meridian, described as follows:

BEGINNING at a 2-inch capped iron pipe at the Southeast corner of Lot 98 as said Lot is shown and designated on the Map of Lake Valley Subdivision, Addition No. 1, filed in the Office of the El Dorado County Recorder, in Book A of Maps, Map No. 104; thence from said Point of Beginning East 200.00 feet; thence North 81° 30' 00" West 150.00 feet; thence East 170.00 feet; thence South 57° 30' 00" East 145.00 feet; thence South 69° 30' 00" East 318.38 feet; thence South 27° 18' 00" East 192.74 feet; thence South 18° 38' 18" East 875.74 feet; thence South 46° 47' 10" East 83.39 feet; thence South 18° 54' 10" East 138.56 feet; thence South 61° 38' 30" West 180.91 feet to a point on the Northerly line of Apache Avenue (formerly Juniper Drive); thence North 70° 09' 20" West 72.39 feet to the Southeast comer of Lot 23 as said Lot is shown and designated on the Map of Tahoe Paradise Unit No. 14, filed in the Office of the El Dorado County Recorder, in Book C of Maps, Map No. 55; thence leaving said Apache Avenue, North 32° 27' 10" East 116.82 feet; thence North 58° 21' 50" West 247.36 feet; thence North 39° 10' 30" West 99.77 feet; thence North 41° 24' 10" West 151.11 feet; thence North 83° 45' 30" West 190.75 feet: thence North 34° 25' 30" West 141.37 feet: thence North 06° 17' 50" West 344,44 feet: thence North 67° 47' 20" West 138.14 feet: thence South 45° 30' 40" West 197.36 feet: thence South 44° 32' 10" West 399.62 feet: thence South 11° 21' 20" East 281.45 feet; thence South 09° 28' 20" East 185.18 feet to the Northerly line of Apache Avenue (former Juniper Drive); thence South 69° 43' 01" West 82.19 feet; thence on a curve to the right, having a radius of 139.58 feet, the chord of which bears South 83° 40' 49" West 67.36 feet; thence North 82° 21' 22" West 116.21 feet; thence on a curve to the right, having a radius of 73.73 feet, the chord of which bears North 59° 49' 36" West 56.50 feet; thence North 37° 17' 50" West 102.01 feet; thence North 52" 51' 21" West 145.01 feet; thence on a curve to the left, having a radius of 176,45 feet, the chord of which bears South 86° 46' 35" West 228.57 feet to the most Westerly corner of Lot 30 of said Tahoe Paradise Unit No. 14; thence North 38° 35' 43" West 256.85 feet; thence North 10° 29' 30" West 149.74 feet; thence North 32° 20' 30" West 103.50 feet thence South 52° 44' 30" West 57.31 feet; thence South 09° 10' 40" West 293.58 feet; thence South 44° 25' 30" West 166.81 feet; thence North 45° 29' 10" West 226.47 feet to the most Southerly comer of Lot J as said Lot is shown and designated on the Map of Tahoe Paradise Unit No. 15, filed in the Office of the El Dorado County Recorder, in Book C of Maps, Map No. 12; thence North 03° 49' 50" East 210.65 feet; thence North 26° 34' 40" East 133.42 feet to the most Southerly corner of Lot I as shown and designated on said Map of Tahoe Paradise Unit No. 15; thence North 31° 05' 00" West 256,32 feet; thence North 58° 55' 00" East 174.56 feet; thence North 56° 42' 13" East 136.21 to the Northeast corner of said Lot I; thence North 71° 08' 00" East 91.51 feet; thence North 52° 16' 00" East 157.08 feet; thence North 60° 56' 30" East 150.79 feet; thence North 24° 24' 00" East 125.91 feet; thence 24° 37" 30" East 276.99 feet; thence South 65° 26' 10" East 365.85 feet; thence North 17° 35' 34" East 17.43 feet; thence South 58° 31' 44" East 193.42 feet to the Point of Beginning,

EXCEPT any part or portion thereof lying within Parcel No. 2 in Deed to the State of California recorded May 7, 1959 In Official Records, under Recorder's Serial Number4602, in Book 466 Page 265, said Parcel No. 2 being more particularly described as BEGINNING at a point from which the Southwest corner of said Section 29 bears South 75° 58' 12" West 579.38 feet, said point also being distant 140.00 feet Southeasterly, measured at right angles from the centerline at Engineer's Station 208+23.00 of the Bureau of Public Roads Survey from 1 mile Southwest of Meyers to Kays, Road III-ED-11-J; thence from said Point of Beginning North 58° 55' 00" East 2307.17 feet; thence North 56° 42' 13" East216.58 feet; thence North 37° 29' 00" West 40.00 feet; thence South 31° 05' 00" East 40.00 feet to the Point of Beginning. EXCEPT the East one-half of Lot 2 of Lake Valley Subdivision, filed in the Office of the El Dorado County Recorder, In Book A of Maps, Map No. 63.

FURTHER EXCEPT all that portion lying within Lot I as said Lot is shown and designated on the Map of Tahoe Paradise Unit No. 15, filed in the Office of the El Dorado County Recorder, in Book C of Maps, Map No. 12.

AND EXCEPT all subsurface water arising therein or thereunder or flowing through said premises, together with the exclusive right to recover said waters and remove the same, as reserved by Tahce Paradise Golf Club, a corporation, in Deed recorded February 9, 1968 in Official Records, under Recorder's Serial Number 2638, in Book 864 Page 604, provided, however, the owner of the above described land shall have the right to extract all water reasonable necessary for non-domestic purposes required for the purpose of golf course maintenance.

ALSO EXCEPT all oil, gas hydrocarbon substances and all minerals of whatever kind or nature together with the right to recover the same, provided, however, that such recovery shall only be by means of slant drill or by mine shaft but at a depth of 100 feet from the surface, as reserved by Tahce Paradise Golf Club, a corporation, in Deed recorded February 9, 1968 in Official Records, under Recorder's Serial Number 2638, in Book 864 Page 604.

APN(s): 034-070-10 and 11

PROPERTY TWO

A portion of Section 29, Township 12 North, Range 18 East, Mount Diablo Meridian, being a portion of the tract of land described as Parcel No. 2 in Deed to the State of California recorded May 7, 1959 in Official Records, under Recorder's Serial Number4602, in Book 466 Page 265, which portion is that part thereof lying Easterly from the Northerly projection of the Easterly line of Lot I as shown and designated on the Map of Tahoe Paradise Unit No. 15, filed in the Office of the El Dorado County Recorder, in Book C of Maps, Map No. 12. Said land being the same real property conveyed to John C. Bost, as Trustee of the Bruce R. Beeman Testamentary Trust, by Deed recorded August 26, 1996 in Official Records, under Recorder's Serial Number 42923, in Book 4755 Page 623.

APN(s): Unknown

EXHIBIT B North State Grocery Property Legal Description

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EXHIBIT B

For APN/Parcel ID(s): 034-270-49-100

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

A portion of Section 29, Township 12 North, Range 18 East, MDB&M., more particularly described as follows:

Parcel 1, as shown on that certain Parcel Map filed in the office of the County Recorder, County of El Dorado, State of California, on December 18, 1972, in Book 2 of Parcel Maps, at page 95.

EXCEPTING THEREFROM all cil, gas and hydrocarbon substances and all minerals of whatever kind or nature, together with the right to recover the same, provided, however, that such recovery shall only be by means of land drilling or by mine shaft mining below a depth of 100 feet from the surface, as reserved in Deed from Cal-Pacific Resources, A Califonia Corporation, recorded July 18, 1973, in Book 1208 of Official Records, at page 13.

EXHIBIT C Parking Lot

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EXHIBIT C: PARKING LOT



EXHIBIT D Beeman Parking Easement Area

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Appendix E PANTONE COLORS FOR INTERNALLY ILLUMINATED SIGNS

Note: This listing identifies acceptable colors for internally illuminated sign background (not including neon signs) using the Pantone Matching System. Other brands may be substituted provided they can be identified as comparable to a color(s) on this listing.

Pantone Color Formula Numbers:

105 112 118 119 125 126	174 175 180, 1805 181, 1815 187 188	234 235 241 242 248 249
132 133	193 194	254 255
139, 1395	195	259
140, 1405 145	201 202	260, 2603, 2607
145	202	261, 2613, 2617 262, 2623, 2627
147	209	267
153	215	268, 2685
154	216	269, 2695
160, 1605 161, 1615	221 222	273, 2735 274, 2745
167, 1675	228	275, 2755
168, 1685	229	276, 2765
280	349	439
281	350	440
282 287	356 357	444 445
288	363	446
289	364	447
294	370	Warm Gray 9
295	371	Warm Gray 10
296	377	Warm Gray 11
301 302, 3025	378 385	Cool Gray 8 Cool Gray 9
303, 3035	392	Cool Gray 10
308	410	Cool Gray 11
309	411	448, 4485
315, 3155	412	449, 4495
316, 3165 322	417 418	450, 4505 455
323	418	456
329, 3292, 3295, 3298	424	462, 4625
330, 3302, 3305, 3308	425	463, 4635
335	426	464, 4645

TRPA Design Review Guidelines APPENDIX B

Exhibit L-TRPA Design Review Guidelines Manual Appendix B

540, 5405 541, 5415	336 341 342, 3425 343, 3435 478 483 484 490 491 497, 4975 498, 4985 499, 4995 504 505 506 511, 5115 512, 5125 518, 5185 519, 5195 520, 5205 525, 5255 526, 5265 527, 5275 532 533 534 539, 5395	431 432 433 438 546, 5463, 5467 547, 5473, 5477 548, 5483, 5487 553, 5535 554, 5545 555, 5555 560, 5605 561, 5615 567 568 574, 5743, 5747 575, 5753, 5757 576, 5763, 5765 581, 5815 582, 5825 871 872 873 874 875 876 877
- ,	534 539, 5395	

469, 4695 470, 4705 476

477