

## **ACCESS AND PUBLIC SERVICES EASEMENT AGREEMENT**

This Access and Public Services Easement Agreement (the "Easement Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between ANDREW WASS, (the "Grantor"), DEUBEL ENTERPRISES, LP, a California Limited Partnership (the "Grantee"), and CAMERON ESTATES COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operating pursuant to Government Code section 61000 et seq (the "District Grantee"). The "Effective Date" of this Agreement shall be that date upon which this Agreement has been recorded in the Official Records of El Dorado County, California.

### **RECITALS**

1. Grantor is the owner of certain real property located within the jurisdictional boundaries of District Grantee in the County of El Dorado, State of California, consisting of approximately seven and eighteen hundredths (7.180) acres with an Assessor's Parcel Number (hereinafter "APN") 109-350-019 and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Wass Property").

2. Grantee owns that certain real property consisting of approximately forty (40) acres located in the unincorporated area of the County of El Dorado, State of California, with an APN 109-010-003 and more particularly described in Exhibit B attached hereto and incorporated herein by reference (hereinafter "Deubel Property").

3. District Grantee has the power to build, own, and maintain streets or roads within its jurisdiction, and has the same powers, duties and authority over its roads as a County pursuant to Government Code section 61103. The District Grantee is deemed the local authority and has exclusive jurisdiction under Vehicle Code section 21101-21104 over roads within its jurisdiction which it maintains. Therefore, the District Grantee has the right to regulate certain aspects of traffic control upon roads within its jurisdiction. In addition, Government Code section 61100(l) provides that the District Grantee may acquire, construct, improve, and maintain streets, roads, rights-of-way, bridges, culverts, drains, curbs, gutters, sidewalks, and any incidental works to the maintenance of roads.

4. In September 2014, Grantee filed an Application for Annexation with the District, and also filed an application for annexation into the District with the El Dorado County Local Agency Formation Commission ("EDC LAFCO"), identified as Project No. 2012-03. EDC LAFCO approved the annexation of the Deubel Property into the District in November 2017. Grantee and District entered into an Annexation Agreement dated November 17, 2017, which specifies the terms and conditions upon which the District is willing to provide road access, road improvement and road maintenance services to the Deubel Property. The Annexation Agreement includes the following material terms:

(a) Imposes limitations on development of the Deubel Property to no more than four (4) parcels (the “Project”), a reduction from its current zoning of RE-5 Residential, which zoning provides the legal right to apply to the County to subdivide the Property into eight (8) parcels of no less than five (5) acres each.

(b) Restricts access to District roads through the Deubel Property, to exclude any other persons or property owners other than Grantee and its successors and assigns, including owners of parcels adjacent to the Deubel Property and including property owners in the adjacent developments known as Marble Valley and Lime Rock Valley, without the express written consent of the District;

(c) Confirms the terms of the obligation of Grantee, and/or its successors and assigns, to reimburse the District for its administrative, legal, engineering and environmental consulting costs incurred in connection with the annexation process, negotiating and implementing the terms and conditions of the Annexation Agreement, participation in the approval process required by the County for any development of the Deubel Property, reviewing the engineering analyses and the plans and specifications for the road improvements to be constructed by Grantee to provide access to the Deubel Property, and inspection by the District of the construction of the road improvements prior to acceptance of such road improvements by the District for future maintenance purposes.

(d) Requires Grantee and/or its successors and assigns to enter into a Subdivision Improvement Agreement with the District prior to the application for a grading permit or the commencement of any development activity on the Deubel Property. The Subdivision Improvement Agreement contains the following requirements:

(1) The owner of the Deubel Property making application to the County for Approvals for development of all or any portion of the Deubel Property shall be responsible for funding all the costs for design, engineering, and construction of road improvements necessary to serve the Project with the intent of maintaining approved levels of service provided to existing residents of the District. Construction of road improvements will be done in a manner to minimize any impacts to access to roads by existing District residents, and to the damage of roads within the District from construction traffic;

(2) the anticipated road improvements to benefit the Deubel Property will consist of the following: (1) improvements within the Deubel Property for paved road access, related road drainage facilities, and slope easement and slope maintenance improvements for the benefit of future owners of the Deubel Property (the “On-site Road Improvements”); (2) improvements outside the Deubel Property for paved road improvements, road drainage facilities and slope easement and slope maintenance improvements to be constructed by the Deubel Property Owner on property outside the Project area owned by others necessary to provide access to the Project from Native

Lane, an existing District road, together with fire safety management plan obligations within this easement (the “Off-site Road Improvements”); and (3) those improvements to existing District roads determined necessary by certain technical studies (the “Youngdahl Study”) which document and describe damages to existing District roads caused by construction of the On-Site Road Improvements and the Off-Site Road Improvements (the “Construction Activity Road Improvements”);

(3) In consideration for the construction of the On-Site Road Improvements, the Off-Site Road Improvements, and the Construction Activity Road Improvements (collectively the “Road Improvements”) by the Deubel Property Owner for the benefit of District, and dedicated to District pursuant to the terms of the Subdivision Improvement Agreement, District agrees to perform all necessary maintenance of said Road Improvements commencing immediately upon completion of construction, dedication by Property Owner, and acceptance of dedication by District for the purposes of providing ingress to, and egress from, the Deubel Property to Native Lane. Native Lane is a private road owned and maintained by the District and provides access to the Wass Property.

5. Grantee has filed an application for a parcel map with the County of El Dorado which would divide the Deubel Property into four (4) residential lots consistent with the current zoning requirement of five (5) acre minimum lots consistent with the requirements of the Annexation Agreement.

6. The Deubel Property does not have access to any improved roads, and Grantee has been advised by the El Dorado County Planning Department that paved road access will be a condition of approval for any subdivision or other future development of the Deubel Property. Grantee holds an easement granted by the predecessor-in-interest of Grantor that provides a connection to existing roads located within the District (the “Brunello Easement”). However, the Brunello Easement does not specify the nature and extent of the Road Improvements required by County for development of the Deubel Property, nor the maintenance responsibilities of District upon completion of the Road Improvements. The parties hereto desire to specify the requirements for construction and maintenance of the Road Improvements necessary to provide access to the Deubel Property from Native Lane, and to obtain the consent of the Grantor, as the successor in interest to the Brunello Easement, to such specifications and requirements pursuant to execution and recordation of this Agreement.

7. Since the Deubel Property is landlocked, Grantee desires to obtain from Grantor, and Grantor desires to convey to Grantee, an easement for access over, across and through the Wass Property for the purposes of providing ingress to, and egress from, the Deubel Property to Native Lane on the terms and conditions set forth in this Agreement. Grantor hereby consents to the terms and conditions of this Agreement and the construction of the On-Site Road Improvements and the Off-Site Road Improvements within the Easement Area as depicted on Exhibit C, which consent is hereby given by Grantor’s

execution of this Agreement.

8. Grantee further desires to obtain from Grantor, and Grantor further desires to convey to Grantee, a public service easement beneath, over and through the Wass Property, for the purposes of providing utility services to the Deubel Property. This public service easement shall permit Grantee or its successors and assigns to erect, install, construct, remove, repair, replace, reconstruct, maintain and use, for public service purposes, any and all materials, fixtures, appliances, equipment, pipes, pipelines, wires, cables, including fiber optics, necessary for the transmission, distribution, and delivery of electricity, water, sewer, storm water, gas, cable television, communications and information service utilities over, along, upon, under and across the Wass Property (the "Utility Improvements")

9. District Grantee desires to obtain from Grantor, and Grantor further desires to convey to District Grantee, an easement over, across and through the Wass Property for the purposes of providing ingress to, and egress from the On-Site Road Improvements and the Off-Site Road Improvements to be dedicated to District Grantee, for the purposes of providing public road access to the Deubel Property, and for the purposes of District Grantee providing maintenance of the Road Improvements for the benefit of the Deubel Property and the Wass Property on the same basis as received by other property owners within the District.

NOW THEREFORE in consideration of the promises and of the mutual obligations and agreements herein contained, the Parties hereto agree as follows:

1. GRANT OF PERPETUAL EASEMENT

In consideration of the mutual promises contained herein, and other consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a non-exclusive perpetual easement appurtenant to the Deubel Property (the "Easement"), and any future residential lot or parcel which may be created by subdivision of the Deubel Property consistent with the existing zoning requirement of five (5) acre minimum lots, across, beneath and over that certain portion of the Wass Property (the "Easement Area") as is more particularly described and depicted on Exhibit C attached hereto, for the purposes of constructing: (i) paved vehicular and pedestrian ingress to, and egress from, the Deubel Property to Native Lane (the "Road Improvements"); and (ii) underground electric, gas, water, communication and other utility services (the "Utility Improvements") to the Deubel Property. The Easement is to be used by the owner of the Deubel Property, any successors-in-interest to all or any subdivided portion of the Deubel Property, and their agents, successors, assigns, employees, licensees, tenants, guests,

permittees, and other invitees. Grantee, and any successors-in-interest to all or any subdivided portion of the Deubel Property, shall not assign its-rights under this Easement to any owner of property other than the Deubel Property, including without limitation any properties located in the developments commonly known as "Marble Valley" and "Lime Rock Valley", except to those property owners of all or any portion of the Deubel Property.

## 2. IMPROVEMENTS

### a. Construction

Grantee and its successors, affiliates, agents, consultants, contractors, subcontractors and employees shall have the right to enter onto the Wass Property, for the purpose of constructing and improving the On-Site Road Improvements and the Off-Site Road Improvements and any other related improvements in connection with such road improvements including but not limited to curbs, sidewalks, drainage channels, and culverts (collectively the "Road Improvements"), within the Easement Area, in accordance with the provisions of this Section 2. Grantee and its successors, affiliates, agents, consultants, contractors, subcontractors and employees shall have the right to enter onto the Wass Property, for the purpose of installing, constructing, improving and maintaining the utilities, which shall be located underground, and any other related improvements in connection with such utilities (the "Utility Improvements"), within the Easement Area, in accordance with the provisions of this Section 2. Collectively, the Road Improvements and the Utility Improvements are referred to herein as the "Improvements." Grantee shall give Grantor not less than thirty (30) days' advance written notice before it starts construction of the Improvements. Grantee covenants and warrants that in the event Grantee constructs the Improvements, the same shall be constructed solely in accordance with all permits, approvals and requirements imposed by El Dorado County, the District, and/or any other governmental agency or regulatory authority having jurisdiction over the construction of the Improvements. Furthermore, construction of the Improvements shall be done in a manner so as not to interfere with Grantor's use and occupancy of the Wass Property including Grantor's access to or use of current utility connections and the existing water well located on the Wass Property.

### b. Maintenance of Road Improvements

For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to District Grantee a perpetual nonexclusive, perpetual easement and right of way in gross for the repair, maintenance, reconstruction, alteration, enlargement, and testing, of the Road Improvements and all appurtenances thereto, in, under, over, along, above, and across the Wass Property.

Grantor also hereby grants to Grantee District a perpetual nonexclusive right of ingress and egress over and across a portion of the Wass Property to the extent necessary to utilize the

Easement. Grantor, for itself and its successors and/or assigns, does hereby further grant to Grantee District the unrestricted right, at all times, without notice, to access the easement area and a reasonable area adjacent thereto at any time to repair, reconstruct, alter, replace, inspect, enlarge, change, maintain, and/or test the Road Improvements.

c. Maintenance of Utility Improvements

Grantee, or its successors or assigns, at their sole cost and expense, shall maintain all Utility Improvements constructed within or upon the Easement Area in good condition and repair in accordance with applicable laws, regulations and ordinances. In addition, Grantee or its successors or assigns shall, at their sole cost and expense, repair and replace any damage to Grantor's facilities including, but not limited to irrigation systems, landscaping, or lighting systems which are caused by Grantee's use of the Easement Area for maintenance, repair, reconstruction, alteration, enlargement, replacement or testing of the Utility Improvements, or by Grantee's ingress and egress over the Wass Property to gain access to the Easement Area. If Grantor believes that Grantee or its successors or assigns has not maintained the Utility Improvements in accordance with the foregoing covenant, Grantor shall so notify Grantee in writing and Grantee shall have thirty (30) days from receipt of such notice to respond to such notice by undertaking any and all reasonable maintenance and/or repairs requested by Grantor in such notice. Grantee shall not be deemed to have committed an event of default hereunder unless Grantee has failed to commence with due diligence and dispatch the cure of the requested repair and/or maintenance within thirty (30) calendar days after notice from Grantor to Grantee and thereafter fails to promptly and continuously prosecute the cure of such repair and/or maintenance to completion within ninety (90) calendar days after the date of said notice.

3. TERM

The easement granted in this Agreement shall be a perpetual easement.

4. USE OF THE PROPERTY

A. Licenses and Permits. Grantee or its successors shall, at their sole cost and expense, obtain and maintain during the term of this Agreement all required federal, state or local regulatory or governmental licenses or permits required for the construction, installation, maintenance or use of the Road Improvements and the Utility Improvements.

B. It is understood and agreed that the ability of Grantee or its successors to use the Wass Property is dependent upon Grantee obtaining all the certificates, permits, licenses and other approvals which may be required from any federal, state or local authority and/or any easements which are required from any third parties in addition to Grantor. Grantor shall cooperate with Grantee, but at no expense to Grantor, in efforts to obtain such approvals and/or easements and Grantor shall take no action which will adversely effect the status of the Wass Property with respect to Grantee's proposed uses thereof. If any application by Grantee for any

such certificate, permit, license, easement or approval is denied or rejected, or if any such certificate, permit, license, easement or approval is cancelled, or expires, or lapses or is otherwise withdrawn or terminated through no fault of Grantee, or if, due to technological changes or for any other use related reason, Grantee reasonably determines that it will be unable to use the Property for Grantee's intended purposes, then Grantee shall have the right to immediately terminate this Easement

C. Grantee or its successors, and District Grantee shall have the right, but not the obligation, at any time following the full execution of this Agreement, to enter the Wass Property for the purpose of making necessary inspections and engineering surveys, including soil tests where applicable, and other reasonably necessary tests to determine the suitability of the Wass Property for construction of the Road Improvements and the Utility Improvements by Grantee. During any test or preconstruction work, Grantee shall have insurance as set forth in Section 9 hereof. Grantee will notify Grantor of any proposed tests or preconstruction work and will coordinate the scheduling of same with Grantor. If Grantee determines that the Wass Property is unsuitable for Grantee's contemplated use, then Grantee will notify Grantor and this Agreement will terminate.

D. All of the construction and installation of the Road Improvements and Utility Improvements on the Wass Property shall be performed by Grantee or its successors at its sole cost and expense and in a good and workmanlike manner. Title to the On Site Road Improvements and the Off Site Road Improvements constructed on the Wass Property by Grantee or its successors shall be dedicated to District Grantee upon completion pursuant to the terms and conditions of the Subdivision Improvement Agreement.

E. Grantor shall provide access to Grantee and its successors, employees, agents, contractors and subcontractors, and to District Grantee, to the Easement Area twenty-four (24) hours a day, seven (7) days a week, at no charge during the term of this Agreement. Grantor represents and warrants that it has full rights of ingress to and egress from the Wass Property, and hereby grants such rights to Grantee or its successors and to District Grantee to the extent required to construct, maintain, install and operate the On Site Road Improvements, the Off Site Road Improvements and the Utility Improvements. .

## 5. STOP NOTICES AND/OR MECHANIC LIENS

Grantee or its successors and assigns shall promptly pay and discharge all claims for construction or maintenance labor performed, supplies furnished, and services rendered at the request of Grantee and shall keep the Wass Property free from any mechanics or other liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Grantee with respect to the Wass Property or the Easement Area. Grantee or its successors and assigns shall provide at least ten (10) days prior written notice to Grantor before any labor is performed, supplies furnished, or services rendered, and Grantor shall have the right to post notices of nonresponsibility. If any such lien is filed, Grantee or its successors and assigns shall cause such lien to be released and removed within ten (10) days after the date of filing, and if

Grantee or its successors and assigns fail to do so, Grantor may take such action as may be necessary to remove such lien, and Grantee or its successors and assigns shall pay Grantor such amounts expended by Grantor for removal of the lien together with interest thereon at the maximum interest rate from the date of expenditure.

6. UTILITIES

Grantee or its successors and assigns shall be responsible directly to the serving entities for the cost of all utilities required by the its use of the Wass Property or the Easement Area by Grantee for the construction and/or maintenance of the Road Improvements and the Utility Improvements

7. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH THE LAND

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and/or purchasers including, without limitation, to any successor, assign, or purchaser of any lot or parcel which may be created by the subdivision of the Deubel Property. The covenants set forth in this Agreement constitute covenants running with the land pursuant to Section 1468 of the California Civil Code. Should Grantee, at any time during the term of this Agreement, sell, lease, transfer or otherwise convey all or any part of the Deubel Property to any person other than Grantee, then such transfer shall be under and subject to this Agreement and all of Grantor's rights hereunder, and any transfer by Grantor of any portion of the Wass Property subject to the Easement created by this Agreement shall be under and subject to the right of Grantee in and to such Easement.

8. INDEMNIFICATION

Grantee and its successors and assigns hereby agree to defend, indemnify, hold harmless and protect Grantor, its officers, directors, agents, employees, and invitees, from and against any and all claims, losses, damages, demands, liabilities, suits, costs (including attorneys' fees), penalties, judgments or obligations in connection with or arising out of Grantee's installation and construction of the Road Improvements and Utility Improvements on the Wass Property, except to the extent attributable to the negligence or willful misconduct of Grantor, or its officers, agents, successors, assigns, contractors, employees, licensees, guests, permittees, representatives, and other invitees. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the Grantor, its officers, directors, agents or employees. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

District Grantee hereby agrees to defend, indemnify, hold harmless and protect Grantor, its officers, directors, agents, employees, and invitees, from and against any and all claims, losses, damages, demands, liabilities, suits, costs (including attorneys' fees), penalties, judgments or obligations in connection with or arising out of District Grantee's occupation, use,



maintenance, repair and/or improvement of the Road Improvements located on the Wass Property, except to the extent attributable to the negligence or willful misconduct of Grantor, or its officers, agents, successors, assigns, contractors, employees, licensees, guests, permittees, representatives, and other invitees. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the Grantor, its officers, directors, agents or employees. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

9. INSURANCE

A. Property Insurance

Grantee and its successors and assigns shall obtain and maintain insurance coverage to protect all personal property, trade fixtures and equipment located in or about the Wass Property and Deubel Property and on the Road Improvements and Utility Improvements constructed thereon by Grantee from theft, fire, or other loss or damage customarily covered by such property insurance policies. Such insurance shall be full replacement cost coverage.

B. Liability Insurance

1. Grantee and its successors and assigns shall obtain and keep in force a commercial general liability policy of insurance protecting Grantee, and Grantor as an additional insured, against claims for bodily injury, personal injury and property damage based upon or arising out of the installation and construction of the Road Improvements and the Utility Improvements located within the Easement Area. District Grantee shall obtain and keep in force a commercial general liability policy of insurance protecting District Grantee, and Grantor as an additional insured, against claims for bodily injury, personal injury and property damage based upon or arising out of the maintenance and/or repair of the Road Improvements within the Easement Area. All such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2 million per occurrence and shall include all the coverages typically provided by the Broad Form Comprehensive General Liability Endorsement. The limits of said insurance shall not, however, limit the liability of Grantee or District Grantee, nor relieve Grantee nor District Grantee of any obligation hereunder, including indemnification obligations to Grantor. All insurance carried by Grantee and District Grantee shall be primary to and not contributory with any similar insurance carried by Grantor with regards to the Wass Property, and Grantor insurance shall be considered excess insurance only. Grantee shall also obtain workers' compensation insurance as required by law and automobile liability insurance with a combined single occurrence limit of \$1 million per accident.

2. Grantee and District Grantee shall provide Grantor with certificates evidencing the existence and the amounts of the required insurance coverages. No such policy shall be cancelled or subject to modification except after thirty (30) days prior written notice to Grantor. Grantee and District Grantee may comply with these insurance obligations by endorsement to any blanket policy of insurance carried by either Grantee or District Grantee, so

long as such blanket policy meets all the requirements set forth herein.

10. NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed valid if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should Grantor or Grantee have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

Grantor: Andrew Wass  
Native Lane  
Shingle Springs, CA 95682

Grantee: Deubel Enterprise LP, a California limited partnership  
P.O. Box 4257  
El Dorado Hills, CA 95762

District Grantee: Cameron Estates Community Services District  
P.O. Box 171  
Shingle Springs, CA 95682

11. MISCELLANEOUS PROVISIONS

A. Grantor and Grantee Representations. Grantor represents, covenants and warrants that Grantor is seized of good and sufficient title to an interest in the Wass Property and has full authority to enter into and execute this Agreement and convey the Easement with respect to the Wass Property. Grantor further covenants that there are no undisclosed liens, judgments or impediments of title on the Wass Property that would affect this Agreement or the Easement. Grantee represents, covenants and warrants that Grantee has full authority to enter into and execute this Agreement. District Grantee represents, covenants and warrants that District Grantee has full authority to enter into and execute this Agreement.

B. Integration. Unless otherwise specified herein, this Agreement and the documents incorporated herein by reference, including the Annexation Agreement and the Subdivision Improvement Agreement, constitute the sole and only agreement between the parties concerning the matters set forth herein. This Agreement supersedes any and all other agreements, either oral and in writing, between the parties hereto with respect to the Easement on the Wass Property for Road Improvements and Utility Improvements. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding.

C. Governing Law. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

D. Amendment and Waiver. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties and attached to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

F. Attorneys Fees. If either party hereto institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fee for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

G. Drafting. The parties to this Agreement agree that this Agreement is the product of joint authorship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Agreement waives the effect of such statute. Headings at the beginning of each section and subsections are solely for the convenience of the parties and are not a part of the Agreement.

H. Further Acts. Each party hereto shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional documents as any other party hereto may, at any time, reasonably require for the purpose of carrying out this Agreement

I. Counterparties. This Agreement may be executed in counterparts, each of which shall be deemed an original as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor, and Grantee and District Grantee have duly executed this Agreement on the day and year first above written.

Grantor: Andrew Wass

By: \_\_\_\_\_

Grantee: Deubel Enterprises, LP a California limited partnership

By: \_\_\_\_\_

District Grantee: Cameron Estates Community Services District, a political subdivision of the State of California

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
President of the Board of Directors