

Seller: EDHI LTD
APN: 117-160-06
Old APN: 108-470-06
Project#: 66101
Escrow#: 205-9943

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 EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Slope Easement as described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement (TCE) as described and depicted in Exhibit D and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Properties”, 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:

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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 Acquisition Properties, as described and depicted in the attached Exhibits B, C, and D and the exhibits thereto. The terms of the Slope Easement and TCE shall be those set forth in Exhibits C and D respectively, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$3,695.00 for fee title, \$23,100.00 for the Slope Easement, and \$1,100.00 for the TCE, for a total of \$27,895.00 (Twenty-Seven Thousand Eight-Hundred Ninety-five Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$27,895.00

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9943, 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 Grant Deed, Slope Easement, and TCE from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close

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escrow. The escrow must be closed no later than August 31, 2007, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed, Slope Easement, and TCE; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deed, Slope Easement, and TCE convey to the County, the Acquisition Properties, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes; as contained in Placer Title Company Preliminary Report Order No. 205-9943, dated August 01, 2006, if any; and
- C. Exceptions numbered 1, 2, 3, 4, and 5, paid current, and subject to items 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 as contained in said preliminary report.

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Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

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 contract section and elsewhere in this Agreement shall survive delivery of the deeds.

7. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and

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interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

8. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising therefrom. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents and warrants that, to the best of Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

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10. 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 fee property described in the Grant Deed 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 adjacent to Latrobe Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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.

11. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are 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.

12. 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.

13. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

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14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed, Slope Easement, and TCE for the Acquisition Properties 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 Certificates of Acceptance to be attached to and recorded with the Grant Deed, Slope Easement, and TCE.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed, Slope Easement, and TCE for the Acquisition Properties described and depicted in Exhibits B, C, and D and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Seller.

15. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

16. 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

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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.

17. 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: Mr. Tony Mansour
El Dorado Hills Investors, LTD
4477 Golden Foothill Parkway
El Dorado Hills, CA 95762**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Program Manager
2850 Fairlane Court
Placerville, CA 95667**

18. 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.

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19. 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.

20. 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.

21. 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.

22. 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.

23. LEASE WARRANTY PROVISION

Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

24. CONSTRUCTION CONTRACT WORK

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

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All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number: 117-180-08) where necessary to perform the replacement and/or reconstruction as described in Section 24 of this Agreement. Seller understands and agrees that after completion of the work described in Section 24, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance

26. 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.

27. 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.

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SELLER:

EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP

Date: 5/25/07

By: 
El Dorado Hills Investors, LTD
By: The Mansour Company,
Its General Partner
Anthony E. Mansour, CEO

COUNTY OF EL DORADO

Date: _____

By: _____
Helen K. Baumann, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____

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 SECTION 11, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 6, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON AUGUST 3, 2000, IN BOOK 47 OF PARCEL MAPS AT PAGE 80.

A.P.N. 108-470-06-100

NEW APN #117-160-06-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Above section for Recorder's use _____

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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.

IN WITNESS WHEREOF, Grantors have herein subscribed their names on this _____ day of _____, 2007.

GRANTOR:

EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP

By: _____
El Dorado Hills Investors, LTD
By: The Mansour Company,
Its General Partner
Anthony E. Mansour, CEO

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of Parcel 6, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

PORTION 1

Commencing at the most southerly corner of said parcel; thence along the existing southwesterly boundary the following 2 courses: 1) North 49°49'44" West (cite North 49°39'02" West) 11.663 meters (38.26 feet) to the beginning of a 13.715 meter (45.00 foot) radius non-tangent curve to the right; 2) northwesterly along said curve an arc distance of 4.157 meters (13.64 feet), through a central angle of 17°21'53", and subtended by a chord which bears North 41°02'54" West 4.141 meters (13.59 feet) **to the true point of beginning**, the beginning of a 13.715 meter (45.00 foot) radius curve to the right; thence northerly along said curve an arc distance of 14.066 meters (46.15 feet), through a central angle of 58°45'42", and subtended by a chord which bears North 02°59'06" West 13.457 meters (44.15 feet); thence on a non-tangent line North 26°20'20" East (cite North 26°20'58" East) 7.426 meters (24.36 feet) to the new southeasterly right-of-way line of White Rock Road; thence leaving said boundary along said right-of-way line the following 3 courses: 1) South 21°50'20" West 9.591 meters (31.47 feet) to the beginning of a 7.900 meter (25.92 foot) radius non-tangent curve to the left; 2) southerly along said curve an arc distance of 10.355 meters (33.97 feet), through a central angle of 75°06'08", and subtended by a chord which bears South 15°42'42" East 9.630 meters (31.59 feet); 3) on a non-tangent line South 40°21'58" West 2.523 meters (8.28 feet) to the point of beginning, containing 15.9 sq. meters (171 sq. ft.), more or less.

PORTION 2

Beginning at the most northerly corner of said parcel; thence along the easterly boundary South 26°34'21" West (cite South 26°32'43" West) 0.765 meters (2.51 feet) to the new southeasterly right-of-way line of White Rock Road; the beginning of a 282.700 meter (927.49 foot) radius non-tangent curve to the left; thence along said new right-of-way line the following 2 courses: 1) southwesterly along said curve an arc distance of 47.079 meters (154.46 feet), through a central angle of 09°32'30", and subtended by a chord which bears South 58°25'17" West 47.024 meters (154.28 feet) to the beginning of a 108.300 meter (355.31 foot) radius reverse curve to the right; 2) southwesterly along said curve an arc distance of 12.233 meters (40.13 feet), through a central angle of 06°28'19", and subtended by a chord of South 56°53'11" West 12.227 meters (40.11 feet) to the northwesterly boundary, the beginning of a 284.964 meter (934.92 foot) radius non-tangent curve to the right; thence leaving said new right-of-

way line along said boundary the following 2 courses: 1) northeasterly along said curve an arc distance of 57.427 meters (188.41 feet), through a central angle of $11^{\circ}32'47''$, and subtended by a chord which bears North $57^{\circ}29'44''$ East 57.330 meters (188.09 feet); 2) on a non-tangent line North $62^{\circ}45'07''$ East (cite North $63^{\circ}16'26''$ East) 2.581 meters (8.47 feet) to the point of beginning, containing 36.9 sq. meters (397 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



5-23-07

EXHIBIT "B"

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	4.157m	13.715m	17°21'53"	N41°02'54"W	4.141m
C2	14.066m	13.715m	58°45'42"	N02°59'06"W	13.457m
C3	10.355m	7.900m	75°06'08"	S15°42'42"E	9.630m
C4	47.079m	282.700m	9°32'30"	S58°25'17"W	47.024m
C5	12.233m	108.300m	6°28'19"	S56°53'11"W	12.227m
C6	57.427m	284.964m	11°32'47"	N57°29'44"E	57.330m

LINE TABLE

LINE	BEARING	DISTANCE
L1	N49°49'44"W	11.663m
L2	N26°20'20"E	7.426m
L3	S21°50'20"W	9.591m
L4	S40°21'58"W	2.523m
L5	S26°34'21"W	0.765m
L6	N62°45'07"E	2.581m

Drawing Name: J:\DCA\PI\2335\DWGS\RV EXHIBITS\108-470-06RV-REV.dwg, Layout Tab, Model, Last Saved: Mon, 02 Oct 2006 - 2:16pm, DHaynes

SEE DETAIL 'B'

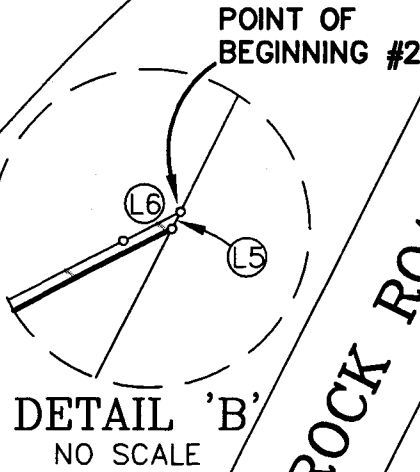
WHITE ROCK ROAD (FUTURE)

PARCEL K
47-PM-80

EDH INVESTORS
APN 108:470:06
PARCEL 6
47-PM-80

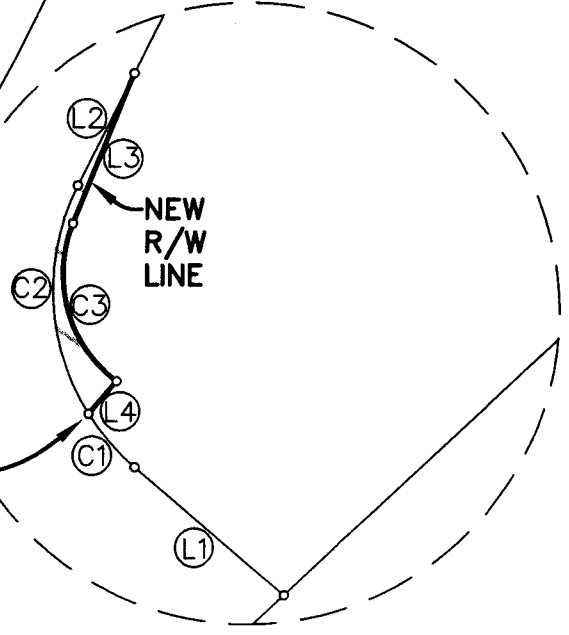
PARCEL J
47-PM-80

WHITE ROCK ROAD (EXIST.)



SCALE = 1:1000
METRIC

POINT OF BEGINNING #1



DETAIL 'A'
NO SCALE

SEE DETAIL 'A'

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Above section for Recorder's use

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, 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.

IN WITNESS WHEREOF, Grantors have herein subscribed their names on this _____ day of _____, 2007.

GRANTOR:

EL DORADO HILL INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP

By: _____
El Dorado Hills Investors, LTD
By: The Mansour Company,
Its General Partner
Anthony E. Mansour, CEO

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
SLOPE EASEMENT

All that portion of Parcel 6, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Commencing at the most southerly corner of said parcel; thence along the existing southwesterly boundary North 49°49'44" West (cite North 49°39'02" West) 11.663 meters (38.26 feet) to the true point of beginning, the beginning of a 13.715 meter (45.00 foot) radius curve to the right; thence northwesterly an arc distance of 4.157 meters (13.64 feet), through a central angle of 17°21'53", and subtended by a chord which bears North 41°02'54" West 4.141 meters (13.59 feet) to the new southeasterly right-of-way line of White Rock Road; thence leaving said boundary on a non-tangent line along said new right-of-way the following 3 courses: 1) North 40°21'58" East 2.523 meters (8.28 feet) to the beginning of a 7.900 meter (25.92 foot) radius non-tangent curve to the right; 2) northerly along said curve an arc distance of 10.355 meters (33.97 feet), through a central angle of 75°06'08", and subtended by a chord which bears North 15°42'42" West 9.630 meters (31.59 feet); 3) North 21°50'20" East 9.591 meters (31.47 feet) to the northwesterly boundary; thence leaving said new right-of-way line along said boundary North 26°20'20" East (cite North 26°20'58" East) 103.207 meters (338.60 feet) to the beginning of a 284.964 meter (934.92 foot) radius non-tangent curve to the right; thence northeasterly along said curve an arc distance of 126.342 meters (414.51 feet), through a central angle of 25°24'10", and subtended by a chord which bears North 39°01'16" East 125.309 meters (411.12 feet) to the new southeasterly right-of-way line of White Rock Road, the beginning of a 108.300 meter (355.31 foot) radius non-tangent curve to the left; thence leaving said boundary along said new right-of-way the following 2 courses: 1) northeasterly along said curve and new right-of-way line an arc distance of 12.233 meters (40.13 feet), through a central angle of 06°28'19", and subtended by a chord which bears North 56°53'11" East 12.227 meters (40.11 feet) to the beginning of a 282.700 meter (927.49 foot) radius reverse curve to the right; 2) northeasterly along said curve an arc distance of 47.079 meters (154.46 feet), through a central angle of 09°32'30", and subtended by a chord of North 58°25'17" East 47.024 meters (154.28 feet) to the southeasterly boundary; thence along said boundary South 26°34'21" West (cite South 26°32'43" West) 28.228 meters (92.61 feet); thence leaving said boundary South 57°51'56" West 30.781 meters (100.99 feet); thence South 82°08'47" West 15.289 meters (50.16 feet); thence South 66°24'57" West 16.516 meters (54.19 feet); thence South 28°50'40" West 5.882 meters (19.30 feet); thence South 42°48'36" West 18.944 meters (62.15 feet); thence South 48°20'06" West 21.706 meters (71.21 feet); thence South 30°52'39" West 39.032 meters (128.06 feet); thence South 03°58'24" East 7.393 meters (24.26 feet) to the boundary common to Parcels 6 and J of said map; thence along said common boundary the following 2 courses: 1) South 26°20'20" West (cite South 26°20'58" West) 81.126 meters (266.16 feet); 2) South

41°54'02" East (cite South 41°53'24" East) 2.931 meters (9.62 feet); thence leaving said common boundary South 27°19'44" West 33.984 meters (111.50 feet); thence South 09°44'26" West 11.722 meters (38.46 feet); thence South 42°36'16" West 4.168 meters (13.67 feet) to the point of beginning, containing 0.2045 hectares (0.505 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



10-03-06

EXHIBIT "B"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	4.157m	13.715m	17°21'53"	N41°02'54"N	4.141m
C2	10.355m	7.900m	75°06'08"	N15°42'42"W	9.630m
C3	126.342m	284.964m	25°24'10"	N39°01'16"E	125.309m
C4	12.233m	108.300m	6°28'19"	N56°53'11"E	12.227m
C5	47.079m	282.700m	9°32'30"	N58°25'17"E	47.024m

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N40°21'58"E	2.523m
L2	N21°50'20"E	9.591m
L3	N26°20'20"E	103.207m
L4	S26°34'21"W	28.228m
L5	S57°51'56"W	30.781m
L6	S82°08'47"W	15.289m
L7	S66°24'57"W	16.516m
L8	S28°50'40"W	5.882m
L9	S42°48'36"W	18.944m
L10	S48°20'06"W	21.706m
L11	S30°52'39"W	39.032m
L12	S03°58'24"E	7.393m
L13	S26°20'20"W	81.126m
L14	N41°54'02"E	2.931m
L15	S27°19'44"W	33.984m
L16	S09°44'26"W	11.722m
L17	S42°36'16"W	4.168m

Drawing Name: J:\DCA\B\72335\DWGS\RV EXHIBITS\108-470-06SE-REV.dwg, Layout Tab, Model, Last Saved: Mon, 02 Oct 2006 - 4:27pm, JHaynes

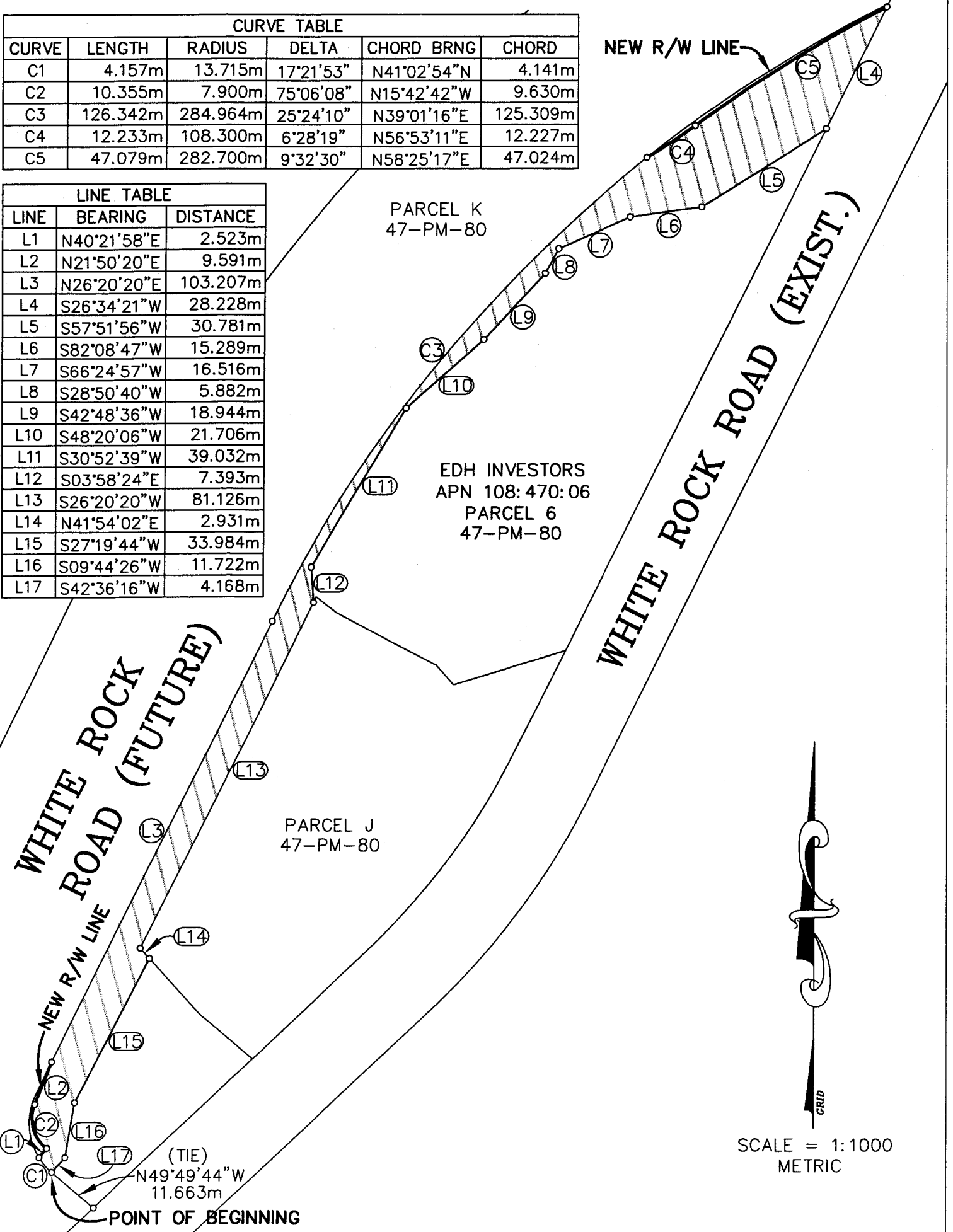


EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 117-160-06

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2
Project #66101
APN: 117-160-06

TEMPORARY CONSTRUCTION EASEMENT

EL DORADO HILLS INVESTORS LTD, A CALIFORNIA LIMITED PARTNERSHIP, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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

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

1. For good and valuable consideration, as more specifically described in the Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated XX/XX/2007, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that she/he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Latrobe Road Widening Project Phase 2. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Latrobe Road Widening Project Phase 2. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "D"

4. Compensation under this temporary construction easement covers the construction period estimated to be 6 (Six) months of construction, together with the one-year warranty period. In the event that construction of the Latrobe Road Widening Project Phase 2 is not completed within 6 (six) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$183.33 (One-Hundred Eighty-Three Dollars and Thirty-Three Cents, exactly)** will be paid to Grantor, until construction is completed.

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

GRANTOR:

EL DORADO HILLS INVESTORS, LTD
A CALIFORNIA LIMITED PARTNERSHIP

Executed on this date: _____, 2007

By: _____
El Dorado Hills Investors, LTD
By: The Mansour Company,
Its General Partner
Anthony E. Mansour, CEO

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 6, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

PORTION 1

Commencing at the most southerly corner of said parcel; thence along the existing southwesterly boundary North 49°49'44" West (cite North 49°39'02" West) 10.161 meters (33.34 feet) **to the true point of beginning**, thence leaving said boundary North 49°49'44" West 1.501 meters (4.92 feet); thence North 42°36'16" East 4.168 meters (13.67 feet); thence North 09°44'26" East 11.722 meters (38.46 feet); thence North 27°19'44" East 33.984 meters (111.50 feet) to the border common to Parcels 6 and J on said map, a point hereinafter referred to as **Point 'A'**; thence along said common boundary South 41°54'02" East 1.604 meters (5.26 feet); thence leaving said boundary South 27°19'44" West 33.183 meters (108.87 feet); thence South 09°44'26" West 11.933 meters (39.15 feet); thence South 42°36'16" West 4.546 meters (14.91 feet) to the point of beginning, containing 0.0075 hectares (0.019 acres), more or less.

PORTION 1

Commencing at the aforementioned **Point 'A'**; thence along the aforementioned common boundary the following 2 courses: 1) North 41°54'02" West (cite North 41°53'24" West) 2.931 meters (9.62 feet); 2) North 26°20'20" East (cite North 26°20'58" East) 81.126 meters (266.16 feet) **to the true point of beginning**; thence leaving said boundary North 03°58'24" West 7.393 meters (24.26 feet); thence North 30°52'39" East 39.032 meters (128.06 feet); thence North 48°20'06" East 21.706 meters (71.21 feet); thence North 42°48'36" East 18.944 meters (62.15 feet); thence North 28°50'40" East 5.882 meters (19.30 feet); thence North 66°24'57" East 16.516 meters (54.19 feet); thence North 82°08'47" East 15.289 meters (50.16 feet); thence North 57°51'56" East 30.781 meters (100.99 feet) to the southeasterly boundary; thence along said boundary South 26°34'21" West 2.888 meters (9.48 feet); thence leaving said boundary South 57°51'56" West 28.636 meters (93.95 feet); thence South 82°08'47" West 15.404 meters (50.54 feet); thence South 66°24'57" West 15.798 meters (51.83 feet); thence South 28°50'40" West 5.555 meters (18.23 feet); thence South 42°48'36" West 19.200 meters (62.99 feet); thence South 48°20'06" West 21.548 meters (70.70 feet); thence South 30°52'39" West 38.331 meters (125.76 feet); thence South 03°58'24" East 6.555 meters (21.51 feet) to the aforementioned common boundary; thence along said common boundary the following 2 courses: 1); North 53°01'12" West (cite North 53°00'34" West) 1.129 meters (3.70 feet); 2) South 26°20'20" West (cite South 26°20'58" West) 0.283 meters (4.21 feet) to the point of beginning, containing 0.0229 hectares (0.057 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



10-02-06

EXHIBIT "B"



SCALE = 1:1000
METRIC

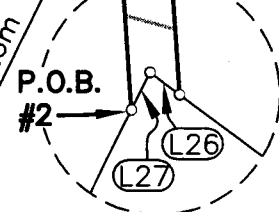
NEW R/W LINE

PARCEL K
47-PM-80

EDH INVESTORS
APN 108:470:06
PARCEL 6
47-PM-80

WHITE ROCK ROAD (EXIST.)

WHITE ROCK ROAD (FUTURE)



PARCEL J
47-PM-80

N41°54'02"W 2.931m
POINT 'A'

(TIE)
N49°49'44"W
10.161m

POINT OF BEGINNING #1

LINE TABLE

LINE	BEARING	DISTANCE
L1	N49°49'44"W	1.501m
L2	N42°36'16"E	4.168m
L3	N09°44'26"E	11.722m
L4	N27°19'44"E	33.984m
L5	S41°54'02"W	1.604m
L6	S27°19'44"W	33.183m
L7	S09°44'26"W	11.933m
L8	S42°36'16"W	4.546m
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L10	N30°52'39"E	39.032m
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L17	S26°34'21"W	2.888m
L18	S57°51'56"W	28.636m
L19	S82°08'47"W	15.404m
L20	S66°24'57"W	15.798m
L21	S28°50'40"W	5.555m
L22	S42°48'36"E	19.200m
L23	S48°20'06"W	21.548m
L24	S30°52'39"W	38.331m
L25	S03°58'24"E	6.555m
L26	N53°01'12"W	1.129m
L27	S26°20'20"W	1.283m