


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 17, 2006**

AGENDA TITLE: Latrobe Road Widening Project Phase 2, Project #66102; Approval of Acquisition Agreement For Public Purposes and Certificates of Acceptance; EDH Pavilion Venture, LLC

DEPARTMENT: Transportation

DEPT SIGNOFF: 

CAO USE ONLY: 

CONTACT: Pete Feild, R/W Manager 

DATE: 10/3/2006

PHONE: X7666 / 5982

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of Transportation recommends the Board of Supervisors:

- 1) Approve the Acquisition Agreement For Public Purposes for a portion of Assessor's Parcel Number 107-010-68, owned by EDH Pavilion Venture, LLC.
- 2) Authorize the Chairman to sign the Acquisition Agreement, and the Certificates of Acceptance for the Deeds associated with the Agreement.
- 3) Authorize the Chairman to sign a Grant Deed to EDH Pavilion Venture, LLC for the abandonment of a portion of an existing slope easement.
- 4) Authorize the Director of Transportation or designee to execute Escrow Instructions and any other related escrow documents pertaining to the transaction, including the payment of interest and escrow fees.
- 5) Approve the Budget Transfer in the amount of \$243,500.

CAO RECOMMENDATIONS: *Recommend approval. Laura A Hill 10/4/06*

Financial impact? Yes No

Funding Source: Gen Fund Other
Other: Developer Advanced Funding

BUDGET SUMMARY:

Total Est. Cost	\$243,500.00
Funding	
Budgeted	
New Funding	\$243,500.00
Savings	
Other	
Total Funding	\$243,500.00
Change in Net County Cost	\$0

CAO Office Use Only:

- 4/5's Vote Required Yes No
 Change in Policy Yes No
 New Personnel Yes No

CONCURRENCES:

- Risk Management _____
 County Counsel _____
 Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



October 2, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Latrobe Road Widening Project Phase 2, Project #66102; Approval of Acquisition Agreement For Public Purposes and Certificates of Acceptance; EDH Pavilion Venture, LLC
Meeting Date: October 17, 2006
District/Supervisor: District 2 / Helen Baumann

Dear Board Members:

Recommendations:

The Department of Transportation recommends the Board of Supervisors:

- 1) Approve the Acquisition Agreement For Public Purposes for a portion of Assessor's Parcel Number 107-010-68, owned by EDH Pavilion Venture, LLC.
- 2) Authorize the Chairman to sign the Acquisition Agreement, and the Certificates of Acceptance for the Deeds associated with the Agreement.
- 3) Authorize the Chairman to sign a Grant Deed to EDH Pavilion Venture, LLC for the abandonment of a portion of an existing slope easement.
- 4) Authorize the Director of Transportation or designee to execute Escrow Instructions and any other related escrow documents pertaining to the transaction, including the payment of interest and escrow fees.
- 5) Approve the Budget Transfer in the amount of \$243,500.

Background:

The Latrobe Road Widening Project Phase 2, Project #66102, requires that partial acquisitions be obtained from a total of two property owners along the east side of Latrobe Road, south of White Rock Road.

On February 7, 2006, your Board authorized the Department of Transportation's (DOT) Right of Way Unit to begin negotiations with the affected property owner, based upon an appraisal prepared by Seevers Jordan Ziegenmeyer. The appraisal estimated the fair market value for the fee acquisition of a portion of the subject property, as well as a slope easement and temporary construction easement parallel to the fee acquisition areas.

Reasons for Recommendation(s):

The portions of the subject property to be acquired are necessary in order to acquire the necessary right of way for the Latrobe Road Widening Project, Phase 2, Project #66102. Negotiations have been completed with the owners of the subject property, who have agreed to the price and terms as contained in the Acquisition Agreement. As detailed in the Acquisition Agreement, in addition to compensation for the necessary land rights, additional compensation will be paid to the Seller in lieu of any claims for damages in the amount of \$50,000. Therefore, the total purchase price for the fee acquisition (which includes a credit to

the County for the value of the existing slope easement area to be abandoned) and the temporary construction easement is \$121,500 (One-hundred twenty-one thousand five-hundred dollars), plus title and escrow fees in the amount of \$2,000 (Two-thousand dollars), and including the payment in lieu of damages in the amount of \$50,000 (Fifty-thousand dollars), for a total acquisition cost of \$173,500 (One-hundred seventy-three thousand five-hundred dollars).

It should also be noted that the Seller's contractor may remove approximately 3,500 cubic yards of dirt and rock from the future right of way area being acquired by the County; in that event, the County will compensate the Seller in an amount not to exceed \$70,000 for that excavation work. The amount of \$70,000 (Seventy-thousand dollars) is to be deposited into escrow by the County to be paid to the Seller upon completion of the work and final inspection by the Department of Transportation. If the Seller's contractor does not perform the work, the County will not be liable to the Seller for the payment described herein.

Fiscal Impact:

The Latrobe Road Widening Project, Phase 2, including the subject property acquisition costs of \$173,500, and construction reimbursement costs of \$70,000, for a total of \$243,500, will be advanced by the developer of the West Valley View project through prepayment of impact fees. There are currently sufficient bond proceeds on deposit in the County Treasury for prepayment of fees in an amount in excess of these costs. Developer will be required to request a release from the bond proceeds.

Attached is a Budget Transfer Request increasing appropriations and revenue to provide for the close of escrow.

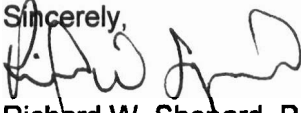
Net County Cost:

There is no net County cost associated with this agenda item.

Action to be Taken Following Approval:

- 1) Chairman of the Board to execute the Acquisition Agreement For Public Purposes with EDH Pavilion Venture, LLC, and the Certificates of Acceptance for the fee acquisition and the temporary construction easement.
- 2) Chairman of the Board to execute the Grant Deed to EDH Pavilion Venture, LLC for the abandonment of a portion of an existing slope easement.
- 3) Auditor-Controller's office to process the Budget Transfer in the amount of \$243,500.
- 4) Director of Transportation or designee to sign the Escrow Instructions and any related escrow documents pertaining to the transaction.
- 5) All executed documents, and funds necessary to the close the escrow, to be provided to the title company for final audit and recording.

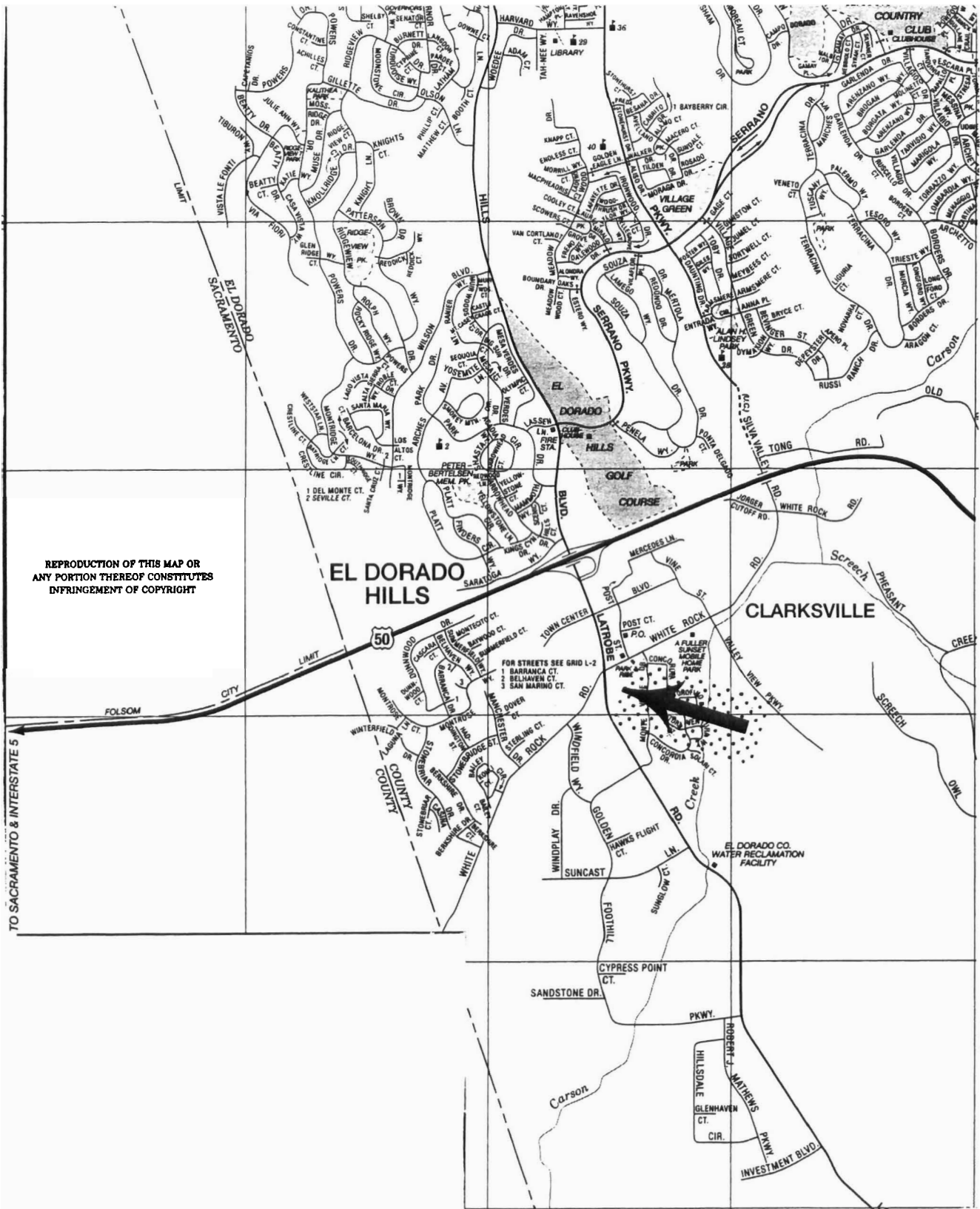
Sincerely,



Richard W. Shepard, P.E.
Director of Transportation

Attachments: Vicinity Map
Acquisition Agreement
Deeds and Certificates of Acceptance
Budget Transfer

Vicinity Map



REPRODUCTION OF THIS MAP OR ANY PORTION THEREOF CONSTITUTES INFRINGEMENT OF COPYRIGHT

TO SACRAMENTO & INTERSTATE 5

Contract #: 06-1233

Latrobe Road Widening Project Phase 2, Project #66102: Acquisition Agreement For Public Purposes with EDH Pavilion

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Pete Feild, RW Manager
Phone: 621-7666
Department Head Signature: [Handwritten Signature]

CONTRACTOR:

Name: EDH Pavilion
Address: 406 Sutter Street, Folsom, CA 95630
Phone: 916-985-1199

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: No: X
Compliance verified by:

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: [check] Disapproved: Date: 8/31/06 By: D. Lindgren [Signature]

Table with columns for DATE, COUNTY, T. INDEX NO., and other routing information. Includes handwritten notes and stamps.

Please forward to Risk Management upon approval. N/A

Index Code: 306700 User Code: 66102 J

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s):
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

Vertical stamps and handwritten notes on the right side of the page, including 'REQUIRED' and 'D.D.'.

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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 EDH Pavilion Venture, LLC, a California Limited Liability Company, 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, as described in Exhibit “A-1” and depicted in Exhibit “B-1”, attached hereto and hereinafter the “Fee Acquisition Property”, and a temporary construction easement as described in Exhibit “A-2” and depicted in Exhibit “B-2”, attached hereto, both of which shall be referred to hereinafter as “the Acquisition Properties”, on the terms and conditions herein set forth.
- C. County desires to relinquish to Seller a portion of an existing slope easement, the use of which will no longer be necessary due to the construction of a retaining wall by Seller, with said area to be relinquished as described in Exhibit “C-1” and depicted in Exhibit “C-2”, attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

Seller’s Initials _____



Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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 in the attached Exhibit "A-1" and depicted in the attached Exhibit "B-1", and a Temporary Construction Easement, as described in the attached Exhibit "A-2" and depicted in Exhibit "B-2".

2. JUST COMPENSATION

A) The just compensation for the Acquisition Properties is in the amount of **\$121,500.00 (One-hundred twenty-one thousand five-hundred dollars, Exactly)**, which includes consideration of the fair market value of the existing slope easement to be relinquished to Seller. Additional compensation to be paid to Seller in lieu of any claims for damages is **\$50,000.00 (Fifty-thousand dollars, Exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$121,500.00 for the real property interests and \$50,000.00 in compensation as payment in lieu of any claims for damages, for total compensation in the amount of **\$171,500.00 (One-hundred seventy-one thousand five-hundred dollars, Exactly)**.

B) Seller and County recognize the mutual benefit of construction coordination between the parties. In the event Seller is issued a grading permit by County to grade the subject property prior to the start of construction by the County of Project #66102, Seller's contractor will remove approximately 3,500

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

cubic yards of dirt and rock from the future right of way parallel to Latrobe Road, in accordance with the grading plan approved by the County. Seller is to be compensated for this work in the amount of **\$70,000.00 (Seventy-thousand dollars, Exactly)**. County will deposit into escrow the amount of \$70,000.00, which shall only be released to Seller upon completion of the grading activity, and subject to a final inspection of the area graded by the Department of Transportation. Pursuant to Labor Code Section 1720, work performed pursuant to this section and paid for or subject to reimbursement with public funds shall be subject to the payment of prevailing wages by Seller's contractor. In the event Seller does not initiate or complete the grading activity within the future right of way area before the start of construction by the County of Project #66102, County will not be liable for the payment described herein to Seller, and Seller agrees to waive and release any claim on said funds held in escrow.

3. ESCROW

The acquisition of the Acquisition Properties and the relinquishment of a portion of the existing slope easement, shall be consummated by means of Escrow No. 205-9939, 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 from Seller to County for the Acquisition Properties, along with a Grant Deed from the County to Seller for the relinquished area of

Seller's Initials WPA

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

the existing slope easement. Seller and County agree to deposit in escrow all instruments, documents, and writing identified or reasonably required to close escrow. The escrow must be closed no later than October 31, 2006, 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 Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deed, convey to the County, in fee simple, the Fee Acquisition Property, free and clear of title defects, liens, encumbrances, taxes and deeds of trust. Title to the Fee Acquisition Property 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-



Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

9939, dated August 1, 2006, if any; and

- C. Exceptions numbered 1, 2, 3, 4, and 5 paid current, and subject to items 6, 7, 8 and 9 as contained in said preliminary report.

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 Fee Acquisition Property 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

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

in this Agreement shall survive delivery of the deed.

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 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 proration 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 there from. 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,

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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.

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 Acquisition Properties 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 and White Rock 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 fully waives and releases any and all claims of Seller relating to said project, including, but not limited to, claims relating to the County's representations, if any, as to the status of the Acquisition Properties, which were made to Seller prior to Seller's acquisition of the Acquisition Properties.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all

Seller's Initials W 

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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 Fee 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.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder a Grant Deed and a Grant of Temporary Construction Easement deed for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall execute and deliver to Escrow Holder a Grant Deed for the relinquishment of a portion of an existing slope easement affecting the subject property.
- C. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Grant Deeds for the Acquisition Properties.
- D. Escrow Holder shall:
 - (i) Record the Grant Deed for the Fee Acquisition Property described in Exhibit "A-1", and depicted in Exhibit "B-1", together with County's Certificate of Acceptance.

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

- (ii) Record the Grant of Temporary Construction Easement described in Exhibit "A-2", and depicted in Exhibit "B-2", together with the County's Certificate of Acceptance.
- (iii) Record the Grant Deed for the relinquished portion of the existing slope easement as described in Exhibit "C-1".
- (iv) Cause the policy of title insurance to be issued.
- (v) Deliver the just compensation to Seller.
- (vi) Deliver funds in the amount described in Section 2.B) herein, upon notice and authorization by County.

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 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

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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: EDH Pavilion Venture, LLC
c/o Mr. Vinal Perkins & Mr. Doug Scalzi
SAC Commercial Properties
406 Sutter Street
Folsom, CA 95630

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.

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.

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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. 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.

25. ENTIRE AGREEMENT


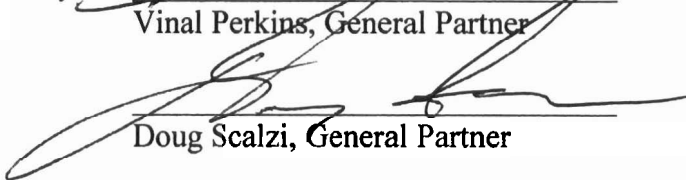
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter

Seller: EDH Pavilion
APN: 107-010-68
Project#: 66102
Escrow#: 205-9939

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.

SELLER
EDH Pavilion Venture, LLC,
a California Limited Liability Company

Date: 25 Aug 06

By: 
Vinal Perkins, General Partner

Doug Scalzi, General Partner

COUNTY OF EL DORADO

Date: _____

By: _____
James R. Sweeney, 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:

A PORTION OF THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THE PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON JUNE 8, 1982, IN BOOK 31, OF PARCEL MAPS, AT PAGE 10.

EXCEPTING THEREFROM, THAT PORTION CONVEYED TO THE COUNTY OF EL DORADO, IN DEED RECORDED APRIL 11, 2003, INSTRUMENT NO. 2003-35809.

**ASSESSOR'S PARCEL NUMBER
107-010-68-100**

EXHIBIT "A-1"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

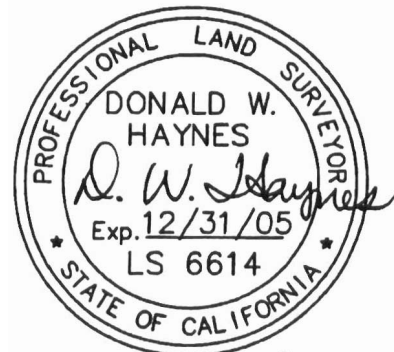
All that portion of the lands described in Document No. 2004-0058743, on file in the office of the El Dorado County Recorder, also being a portion of Parcel 1, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning at the southwest corner of said Parcel 1; thence along the southerly boundary North 84°22'07" East (cite North 84°22'05" East); 1.332 meters (4.37 feet) to the new easterly right-of-way line of Latrobe Road; thence along said new right-of-way line the following 4 courses: 1) North 03°51'19" West 75.507 meters (247.73 feet); 2) North 01°22'40" East 35.652 meters (116.97 feet); 3) North 05°25'20" West 16.165 meters (53.03 feet) to the beginning of a 13.020 meter (42.72 foot) radius curve to the right; 4) northeasterly along said curve an arc distance of 13.793 meters (45.25 feet), through a central angle of 60°41'46", and subtended by a chord which bears North 24°55'34" East 13.157 meters (43.17 feet) to the southerly right-of-way line of White Rock Road; thence along said right-of-way line South 63°16'29" West 11.264 meters (36.96 feet) to the beginning of a 15.000 meter (49.21 foot) radius non-tangent curve to the left; thence continuing along said right-of-way line southwesterly along said curve an arc distance of 4.874 meters (15.99 feet), through a central angle of 18°37'07", and subtended by a chord which bears South 53°57'55" West 4.853 meters (15.92 feet) to the existing easterly right-of-way line of said Latrobe Road; thence on a non-tangent line along said boundary South 05°35'55" East (cite South 05°37'55" East) 131.840 meters (432.55 feet) to the point of beginning, containing 0.0591 hectares (0.146 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B-1"

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.



10-02-05

EXHIBIT "B-1"

WHITE ROCK ROAD

S63°16'29"W
11.264m

R=15.000m
L=4.874m
Δ=18°37'07"
Ch=S53°57'55"W
4.853m

R=13.020m
L=13.793m
Δ=60°41'46"
Ch=N24°55'34"E
13.157m

N05°25'20"W 16.165m

NEW R/W LINE

N01°22'40"E 35.652m

LATROBE ROAD

S05°35'55"E

EDH PAVILION VENTURE LLC
APN 107:010:68
POR. 31-PM-10(1)
2004-0058743

N03°51'19"W 75.507m
131.840m

POINT OF BEGINNING

N84°22'07"E 1.332m

EXISTING R/W LINE



SCALE = 1:1000
METRIC

Drawing Name: J:\DEA\p\72335\DWGS\RV\EXHIBITS\107-010-68RV.dwg, Layout Tab: Model, Last Saved: Mon, 29 Aug 2005 - 3:58pm, Dhaynes

EXHIBIT "A-2"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of the lands described in Document No. 2004-0058743, on file in the office of the El Dorado County Recorder, also being a portion of Parcel 1, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southerly boundary of said lands, from which the southeast corner of said Parcel 1, marked by a ¾" capped iron pipe stamped "RCE 20462", bears North 84°22'07" East (cite North 84°22'05" East) 88.596 meters (290.67 feet); **thence from said point of beginning** along said boundary South 84°22'07" West 1.501 meters (4.92 feet) to the new easterly right-of-way line of Latrobe Road; thence leaving said boundary along said new right-of-way line the following 4 courses: 1) North 03°51'19" West 75.507 meters (247.73 feet); 2) North 01°22'40" East 35.652 meters (116.97 feet); 3) North 05°25'20" West 16.178 meters (53.08 feet) to the beginning of a 13.020 meter (42.72 foot) radius curve to the right; 4) northeasterly along said curve an arc distance of 13.780 meters (45.21 feet), through a central angle of 60°38'20", and subtended by a chord which bears North 24°57'17" East 13.146 meters (43.13 feet) to the existing southerly right-of-way line of White Rock Road; thence leaving said new right-of-way line South 34°43'33" East 1.500 meters (4.92 feet) to the beginning of a 11.520 meter (37.80 foot) radius non-tangent curve to the left; thence southwesterly along said curve an arc distance of 12.191 meters (40.00 feet), through a central angle of 60°38'07", and subtended by a chord which bears South 24°57'24" West 11.630 meters (38.16 feet); thence South 05°25'20" East 16.266 meters (53.37 feet); thence South 01°22'40" West 35.672 meters (117.03 feet); thence South 03°51'19" East 75.392 meters (247.35 feet) to the point of beginning, containing 0.0210 hectares (0.052 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B-2"

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.



6-29-06

EXHIBIT "B-2"

WHITE ROCK ROAD

LAT OBE
ROAD

R=13.020m
L=13.793m
 $\Delta=60^{\circ}41'46''$
Ch=N24°55'34"E
13.157m

S34°43'33"E
1.500m

R=11.520m
L=12.191m
 $\Delta=60^{\circ}38'07''$
Ch=S24°57'24"W
11.630m

N05°25'20"W
16.165m

S05°25'20"E
16.266m

EXIST. R/W LINE

N01°22'40"E
35.652m

S01°22'40"W
35.672m

NEW R/W LINE

N03°51'19"W
75.507m

S03°51'19"E
75.392m

EDH PAVILION VENTURE LLC
APN 107:010:68
POR. 31-PM-10(1)
2004-0058743

S.E. COR. PARCEL 1,
31-PM-10

N84°22'07"E 88.596m

S84°22'07"W
1.501m

POINT OF
BEGINNING

PORTION OF SLOPE EASEMENT
TO EL DORADO COUNTY PER
DOC. 2003-0035810



SCALE = 1:1000
METRIC

EXHIBIT "C-1"
LEGAL DESCRIPTION
ABANDONMENT OF SLOPE EASEMENT

All that portion of the slope easement described in Document No. 2003-0035810, on file in the office of the El Dorado County Recorder, also being a portion of Parcel 1, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southerly boundary of said lands, from which the southeast corner of said Parcel 1, marked by a ¾" capped iron pipe stamped "RCE 20462", bears North 84°22'07" East (cite North 84°22'05" East) 81.224 meters (266.48 feet); **thence from said point of beginning** along said boundary South 84°22'07" West 8.872 meters (29.11 feet) to the new easterly right-of-way line of Latrobe Road; thence leaving said boundary along said new right-of-way line North 03°51'19" West 75.507 meters (247.73 feet); thence continuing along said right-of-way line North 01°22'40" East 6.333 meters (20.78 feet) to the easterly line of the slope easement granted to El Dorado County in Document No. 2003-0035810; thence leaving said right-of-way line along said easterly easement line the following 3 courses: 1) South 07°47'13" East 30.848 meters (101.21 feet); 2) South 13°38'22" East 39.064 meters (128.16 feet); 3) South 01°41'34" East 12.275 meters (40.27 feet) to the point of beginning, containing 0.0393 hectares (0.097 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "C-2"

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



6-28-06

EXHIBIT "C-2"

WHITE ROCK ROAD

EXISTING R/W LINE

PORTION OF SLOPE EASEMENT TO EL DORADO COUNTY PER DOC. 2003-0035810

EXIST. R/W LINE

NEW R/W LINE

EDH PAVILION VENTURE LLC
APN 107:010:68
POR. 31-PM-10(1)
2004-0058743

LATROBE ROAD

N01°22'40"E
6.333m

S07°47'13"E
30.848m

PORTION OF SLOPE EASEMENT BEING ABANDONED

N03°51'19"W
75.507m

S13°38'22"E
39.064m

S.E. COR. PARCEL 1,
31-PM-10

S01°41'34"E
12.275m

(TIE) N84°22'07"E
81.224m

S84°22'07"W
8.872m

POINT OF BEGINNING



SCALE = 1:1000
METRIC

D:\a\g\N\me\j\DC\p\72335\DU\GS RV EXHIBITS\107-10 68ADE.d g, Layout T b, Model Last Sav di Ved, 28 Jun 2006 - 08:51 a, DH 5

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, **EDH Pavilion Venture, LLC, a California Limited Liability Company**, 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, Grantor has herein subscribed its name on this _____ day of _____, 2006.

GRANTOR:
EDH pavilion Venture, LLC
a California Limited Liability Company

By: Vinal Perkins, General Partner

By: Doug Scalzi, General Partner

Notary Acknowledgement Follows

EXHIBIT "A"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of the lands described in Document No. 2004-0058743, on file in the office of the El Dorado County Recorder, also being a portion of Parcel 1, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning at the southwest corner of said Parcel 1; thence along the southerly boundary North 84°22'07" East (cite North 84°22'05" East); 1.332 meters (4.37 feet) to the new easterly right-of-way line of Latrobe Road; thence along said new right-of-way line the following 4 courses: 1) North 03°51'19" West 75.507 meters (247.73 feet); 2) North 01°22'40" East 35.652 meters (116.97 feet); 3) North 05°25'20" West 16.165 meters (53.03 feet) to the beginning of a 13.020 meter (42.72 foot) radius curve to the right; 4) northeasterly along said curve an arc distance of 13.793 meters (45.25 feet), through a central angle of 60°41'46", and subtended by a chord which bears North 24°55'34" East 13.157 meters (43.17 feet) to the southerly right-of-way line of White Rock Road; thence along said right-of-way line South 63°16'29" West 11.264 meters (36.96 feet) to the beginning of a 15.000 meter (49.21 foot) radius non-tangent curve to the left; thence continuing along said right-of-way line southwesterly along said curve an arc distance of 4.874 meters (15.99 feet), through a central angle of 18°37'07", and subtended by a chord which bears South 53°57'55" West 4.853 meters (15.92 feet) to the existing easterly right-of-way line of said Latrobe Road; thence on a non-tangent line along said boundary South 05°35'55" East (cite South 05°37'55" East) 131.840 meters (432.55 feet) to the point of beginning, containing 0.0591 hectares (0.146 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.

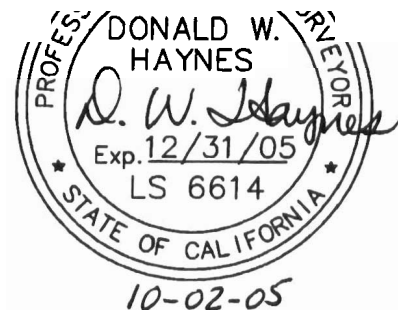


EXHIBIT "B"

WHITE ROCK ROAD

S63°16'29"W
11.264m

R=15.000m
L=4.874m
Δ=18°37'07"
Ch=S53°57'55"W
4.853m

R=13.020m
L=13.793m
Δ=60°41'46"
Ch=N24°55'34"E
13.157m

N05°25'20"W 16.165m

NEW R/W LINE

N01°22'40"E 35.652m

LATROBE ROAD

S05°35'55"E

EDH PAVILION VENTURE LLC
APN 107:010:68
POR. 31-PM-10(1)
2004-0058743

N03°51'19"W 75.507m
131.840m

POINT OF BEGINNING

N84°22'07"E 1.332m

EXISTING R/W LINE



SCALE = 1:1000
METRIC

Drawing Name: J:\DCA\p\72335\DVGS\RV\EXHIBITS\107-010-68RV.dwg, Layout Tab: Model, Last Saved: Mon, 29 Aug 2005 - 3:58pm, DHaynes

WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2006 from **EDH Pavilion Venture, LLC, a California Limited Liability Company**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2006.

COUNTY OF EL DORADO

By: _____
James R. Sweeney,
Chairman of the Board
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

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 & Taxation Code 11922

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **EDH Pavilion Venture, LLC**, a **California Limited Liability Company**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, a temporary construction easement over, upon, and across a portion of all that certain real property situate in the unincorporated area of County of El Dorado, State of California,

It is understood that this Temporary Construction Easement is for construction purposes to include the right of ingress and egress, as well as other incidental rights including the storage of equipment and supplies for period of two years from the date of recordation of this document, or upon the recording of a Certificate of Completion for the construction project, at which time the temporary construction easement will expire.

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, Grantor has herein subscribed its name on this _____ day of _____, 2006.

GRANTOR:
EDH Pavilion Venture, LLC
a California Limited Liability Company

By: Vinal Perkins, General Partner

By: Doug Scalzi, General Partner

Notary Acknowledgments Follow

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of the lands described in Document No. 2004-0058743, on file in the office of the El Dorado County Recorder, also being a portion of Parcel 1, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southerly boundary of said lands, from which the southeast corner of said Parcel 1, marked by a ¾" capped iron pipe stamped "RCE 20462", bears North 84°22'07" East (cite North 84°22'05" East) 88.596 meters (290.67 feet); **thence from said point of beginning** along said boundary South 84°22'07" West 1.501 meters (4.92 feet) to the new easterly right-of-way line of Latrobe Road; thence leaving said boundary along said new right-of-way line the following 4 courses: 1) North 03°51'19" West 75.507 meters (247.73 feet); 2) North 01°22'40" East 35.652 meters (116.97 feet); 3) North 05°25'20" West 16.178 meters (53.08 feet) to the beginning of a 13.020 meter (42.72 foot) radius curve to the right; 4) northeasterly along said curve an arc distance of 13.780 meters (45.21 feet), through a central angle of 60°38'20", and subtended by a chord which bears North 24°57'17" East 13.146 meters (43.13 feet) to the existing southerly right-of-way line of White Rock Road; thence leaving said new right-of-way line South 34°43'33" East 1.500 meters (4.92 feet) to the beginning of a 11.520 meter (37.80 foot) radius non-tangent curve to the left; thence southwesterly along said curve an arc distance of 12.191 meters (40.00 feet), through a central angle of 60°38'07", and subtended by a chord which bears South 24°57'24" West 11.630 meters (38.16 feet); thence South 05°25'20" East 16.266 meters (53.37 feet); thence South 01°22'40" West 35.672 meters (117.03 feet); thence South 03°51'19" East 75.392 meters (247.35 feet) to the point of beginning, containing 0.0210 hectares (0.052 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.



6-29-06

EXHIBIT "B"

WHITE ROCK ROAD

LATROBE ROAD

R=13.020m
L=13.793m
 $\Delta=60^{\circ}41'46''$
Ch=N24°55'34"E
13.157m

S34°43'33"E
1.500m

R=11.520m
L=12.191m
 $\Delta=60^{\circ}38'07''$
Ch=S24°57'24"W
11.630m

N05°25'20"W
16.165m

S05°25'20"E
16.266m

EXIST. R/W LINE

N01°22'40"E
35.652m

S01°22'40"W
35.672m

NEW R/W LINE

N03°51'19"W
75.507m

S03°51'19"E
75.392m

EDH PAVILION VENTURE LLC
APN 107:010:68
POR. 31-PM-10(1)
2004-0058743

S.E. COR. PARCEL 1,
31-PM-10

S84°22'07"W
1.501m

POINT OF BEGINNING

(TIE) N84°22'07"E 88.596m

PORTION OF SLOPE EASEMENT
TO EL DORADO COUNTY PER
DOC. 2003-0035810



SCALE = 1:1000
METRIC

WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 2006 from **EDH Pavilion Venture, LLC, a California Limited Liability Company**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2006.

COUNTY OF EL DORADO

By: _____
James R. Sweeney,
Chairman of the Board
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
EDH Pavilion Venture, LLC
c/o SAC Commercial Properties
406 Sutter Street
Folsom, CA 95630

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, the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantor", grants to **EDH Pavilion Venture, LLC**, a California Limited Liability Company, 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, Grantor has herein subscribed its name on this _____ day of _____, 2006.

GRANTOR:
COUNTY OF EL DORADO
a political subdivision of the State of California

By: James R. Sweeney, Chairman of the Board
Board of Supervisors

Notary Acknowledgement Follows

EXHIBIT "A"
LEGAL DESCRIPTION
ABANDONMENT OF SLOPE EASEMENT

All that portion of the slope easement described in Document No. 2003-0035810, on file in the office of the El Dorado County Recorder, also being a portion of Parcel 1, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southerly boundary of said lands, from which the southeast corner of said Parcel 1, marked by a ¾" capped iron pipe stamped "RCE 20462", bears North 84°22'07" East (cite North 84°22'05" East) 81.224 meters (266.48 feet); **thence from said point of beginning** along said boundary South 84°22'07" West 8.872 meters (29.11 feet) to the new easterly right-of-way line of Latrobe Road; thence leaving said boundary along said new right-of-way line North 03°51'19" West 75.507 meters (247.73 feet); thence continuing along said right-of-way line North 01°22'40" East 6.333 meters (20.78 feet) to the easterly line of the slope easement granted to El Dorado County in Document No. 2003-0035810; thence leaving said right-of-way line along said easterly easement line the following 3 courses: 1) South 07°47'13" East 30.848 meters (101.21 feet); 2) South 13°38'22" East 39.064 meters (128.16 feet); 3) South 01°41'34" East 12.275 meters (40.27 feet) to the point of beginning, containing 0.0393 hectares (0.097 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.



9-18-06

EXHIBIT "B"

WHITE ROCK ROAD

EXISTING R/W LINE

PORTION OF SLOPE EASEMENT TO EL DORADO COUNTY PER DOC. 2003-0035810

EXIST. R/W LINE

NEW R/W LINE

EDH PAVILION VENTURE LLC
APN 118-010-04
POR. 31-PM-10(1)

LATROBE ROAD

N01°22'40"E
6.333m

S07°47'13"E
30.848m

PORTION OF SLOPE EASEMENT BEING ABANDONED

N03°51'19"W
75.507m

S13°38'22"E
39.064m

S.E. COR. PARCEL 1,
31-PM-10

S01°41'34"E
12.275m

(TIE) N84°22'07"E 81.224m

POINT OF BEGINNING

S84°22'07"W
8.872m



SCALE = 1:1000
METRIC