

Seller: EDHI LTD  
APN: 117-180-08  
Old APN: 107-010-10  
Project#: 66101  
Escrow#: 205-9938


**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:

Seller’s Initials  \_\_\_\_\_

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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 **\$1,158.00 for fee title, \$745.00 for the Slope Easement, and \$217.00 for the TCE, for a total of \$2,120.00 (Two Thousand One-Hundred Twenty Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$2,120.00

### 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9938, 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. 205-9938, 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, and 12 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**

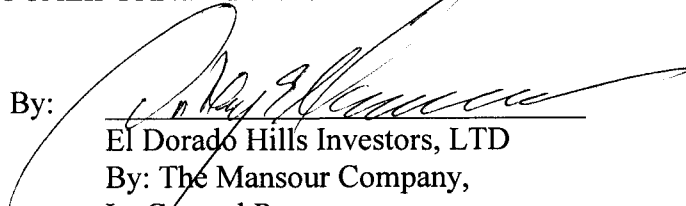
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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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 THE SOUTHWEST ONE QUARTER OF SECTION 11, TOWNSHIP 09 NORTH, RANGE 08 EAST, MDB&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF OLD LATROBE ROAD WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF WHITE ROCK ROAD, A PUBLIC ROAD 60.00 FEET IN WIDTH, FROM WHICH A ONE AND ONE HALF INCH IRON PIPE MONUMENT TAGGED "L.S. 2651", MARKING THE SOUTHWEST CORNER OF SAID SECTION 11 BEARS THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) SOUTH 26 DEGREES 31 MINUTES 18 SECONDS WEST 365.25 FEET, (2) SOUTH 36 DEGREES 39 MINUTES 02 SECONDS WEST 186.42 FEET, (3) SOUTH 46 DEGREES 46 MINUTES 48 SECONDS WEST 1462.29 FEET AND (4) SOUTH 89 DEGREES 01 MINUTES 48 SECONDS WEST 983.00 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID WHITE ROCK ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 26 DEGREES 31 MINUTES 38 SECONDS EAST 252.93 FEET AND (2) CURVING TO THE RIGHT ON AN ARC OF 470.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 29 DEGREES 06 MINUTES 23 SECONDS EAST 42.31 FEET; THENCE NORTH 78 DEGREES 12 MINUTES 15 SECONDS EAST 27.67 FEET; THENCE SOUTH 06 DEGREES 33 MINUTES 57 SECONDS EAST 478.86 FEET; THENCE, SOUTHEASTERLY, CURVING TO THE LEFT ON AN ARC OF 1000.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 10 DEGREES 40 MINUTES 38 SECONDS EAST 157.92 FEET TO A POINT LOCATED ON THE CENTERLINE OF SAID LATROBE ROAD; THENCE ALONG THE CENTERLINE OF SAID LATROBE ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 32 DEGREES 05 MINUTES 15 SECONDS WEST 348.36 FEET AND (2) NORTH 41 DEGREES 43 MINUTES 20 SECONDS WEST 89.54 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LATROBE ROAD.

ASSESSOR'S PARCEL NUMBER 107-010-10-100

NEW APN #117-180-08-100

**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 the lands described in Book 2031, Official Records, at Page 157, in the office of the El Dorado County Recorder, 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 northeast corner of said lands; thence along the existing westerly right-of-way line of Latrobe Road South  $06^{\circ}32'52''$  East South  $06^{\circ}32'52''$  East 4.489 meters (14.73 feet) to the new westerly right-of-way line of said Latrobe Road, the beginning of a 9.600 meter (31.50 foot) radius non-tangent curve to the left; thence leaving said existing right-of-way line westerly along said curve and new right-of-way line an arc distance of 9.670 meters (31.72 feet), through a central angle of  $57^{\circ}42'44''$ , and subtended by a chord which bears North  $73^{\circ}52'20''$  West 9.266 meters (30.40 feet) to the southeasterly right-of-way line of White Rock Road, the beginning of a 143.190 meter (469.78 foot) radius non-tangent curve to the right; thence leaving said new right-of-way line northeasterly along said curve and existing right-of-way line an arc distance of 0.183 meters (0.60 feet), through a central angle of  $00^{\circ}04'24''$ , and subtended by a chord which bears North  $31^{\circ}28'51''$  East 0.183 meters (0.60 feet) to the northwest corner; thence along the northerly boundary North  $78^{\circ}13'20''$  East 8.472 meters (27.80 feet) to the point of beginning, containing 12.3 square meters (132 square feet), more or less.

See attached Exhibit "B"

END OF DESCRIPTION.

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.



10-05-06

EXHIBIT "B"

WHITE ROCK RD.

LATROBE RD.

R=143.190m  
L=0.183m  
 $\Delta=0^{\circ}04'24''$   
Ch=N31'28'51"E  
0.183m

N78'13'20"E  
8.472m

POINT OF BEGINNING

S06'32'52"E  
4.489m

R=9.600m  
L=9.670m  
 $\Delta=57^{\circ}42'44''$   
Ch=N73'52'20"W  
9.266m

NEW R/W LINE

EXISTING R/W LINE

2031-OR-157  
EDH INVESTORS  
APN 107:010:10



SCALE = 1:250  
METRIC

**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 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**  
**SLOPE EASEMENT**

All that portion of the lands described in Book 2031, Official Records, at Page 157, 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:

Beginning on the easterly boundary, from which the northeast corner of said lands bears North 06°32'52" West 4.489 meters (14.73 feet); **thence from said point of beginning** along said boundary South 06°32'52" East 8.497 meters (27.88 feet); thence leaving said right-of-way line South 83°27'08" West 2.712 meters (8.90 feet); thence North 51°52'16" West 6.033 meters (19.79 feet); thence South 59°09'21" West 11.308 meters (37.10 feet) to the westerly boundary; thence along said boundary North 26°34'21" East 3.077 meters (10.10 feet) to the beginning of a 143.190 meter (469.78 foot) radius curve to the right; thence northeasterly along said curve an arc distance of 12.175 meters (39.94 feet), through a central angle of 04°52'18", and subtended by a chord which bears North 29°00'30" East 12.171 meters (39.93 feet) to the new westerly right-of-way line of Latrobe Road, the beginning of a 9.600 meter (31.50 foot) radius non-tangent curve to the right; thence easterly along said curve and new right-of-way line an arc distance of 9.670 meters (31.72 feet), through a central angle of 57°42'44", and subtended by a chord which bears South 73°52'20" East 9.266 meters (30.40 feet) to the point of beginning, containing 0.0119 hectares (0.029 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.



10-05-06

EXHIBIT "B"

WHITE ROCK RD.

LATROBE RD.

R=9.600m  
L=9.670m  
 $\Delta=57^{\circ}42'44''$   
Ch=S73°52'20"E  
9.266m

R=143.190m  
L=12.175m  
 $\Delta=4^{\circ}52'18''$   
Ch=S29°00'30"W  
12.171m

NEW R/W LINE

POINT OF BEGINNING

(TIE)  
N06°32'52"W  
4.489m

S06°32'52"E  
8.497m

N26°34'21"E  
3.077m

S59°09'21"W  
11.308m

N51°52'16"W  
6.033m

S83°27'08"W  
2.712m

EXISTING R/W LINE

2031-OR-157  
EDH INVESTORS  
APN 107:010:10



SCALE = 1:250  
METRIC

Drawing Name: S:\JCA\p\72335\DWGS\RV EXHIBITS\107-010-10SE.dwg, Layout Tab Model, Last Saved: Thu, 05 Oct 2006 - 2:20pm, DHaynes

## 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: 117-180-08

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2  
Project #66101  
APN: 117-180-08

### 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 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 **\$36.16 (Thirty-Six Dollars and Sixteen 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**

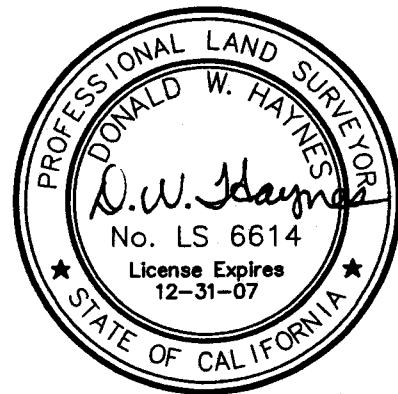
All that portion of the lands described in Book 2031, Official Records, at Page 157, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the easterly boundary, from which the northeast corner of said lands bears North 06°32'52" West 12.985 meters (42.60 feet); **thence from said point of beginning** and leaving said boundary South 83°27'08" West 2.712 meters (8.90 feet); thence North 51°52'16" West 6.033 meters (19.79 feet); thence South 59°09'21" West 11.308 meters (37.10 feet) to the westerly boundary; thence along said boundary South 26°34'21" West 2.785 meters (9.14 feet); thence leaving said boundary North 59°09'21" East 12.625 meters (41.42 feet); thence South 51°52'16" East 5.619 meters (18.44 feet); thence North 83°27'08" East 3.329 meters (10.92 feet); thence North 06°32'52" West 1.500 meters (4.92 feet) to the point of beginning, containing 0.0031 hectares (0.008 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.

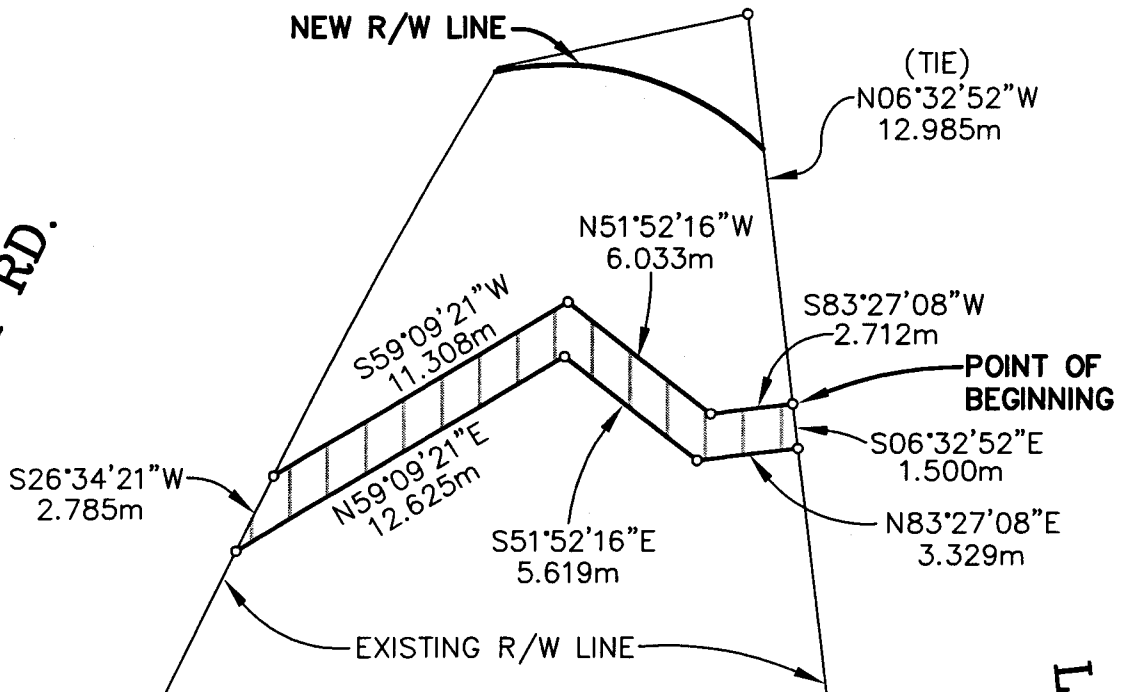


10-05-06

EXHIBIT "B"

WHITE ROCK RD.

LATROBE RD.



2031-OR-157  
EDH INVESTORS  
APN 107:010:10



SCALE = 1:250  
METRIC