

**EASEMENT ACQUISITION AGREEMENT**

This Easement Acquisition Agreement ("Agreement") is made by and between **the COUNTY OF EL DORADO**, a political subdivision of the State of California ("County") and **DAVID C. BLANKENSHIP, AN UMARRIED MAN**, ("Seller"), with reference to the following facts:

**RECITALS**

A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. Seller desires to dedicate and County desires to accept for public purposes, an easement across a strip of land on the Property, which easement is more particularly described in Exhibit B attached hereto.

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

**AGREEMENT**

1. PURCHASE AND SALE.

Seller hereby agrees to sell to County and County hereby agrees to purchase from Seller an easement across a strip of land which is a part of the Property for inspection and maintenance of drainage and erosion control improvements and appurtenant purposes, the terms, conditions, course and size of which easement are described in the form of the Grant of Easement attached hereto as Exhibit B, and incorporated herein (the "Easement").

2. PURCHASE PRICE

The total purchase price for the Easement shall be Five Hundred Fifty Dollars (\$550) (the "Purchase Price"). County shall pay the Purchase Price in cash or other immediately available funds at Close of Escrow (as such term is hereinafter defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW.

The purchase and sale of the Easement shall be consummated by means of Escrow No. 203-6133 which has been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Deb Landerkin, ("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 of Easement from Seller to County for the Easement, which shall occur on or before September 4, 2007, or such other date as the parties hereto shall mutually agree in writing.

4. ESCROW AND OTHER FEES.

Seller shall pay the costs of obtaining notarial acknowledgment for executing the Grant of Easement.

County shall pay: (i) the Escrow Holder's fees; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance; and (iv) documentary transfer tax, if any.

5. TITLE.

Seller shall by Grant of Easement grant to County the Easement, free and clear of all title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Easement shall vest in the County of El Dorado subject only to: (i) covenants, conditions, restrictions and reservations of record if any; (ii) easements or rights of way over the land for public or quasi-public utility or public road purposes, if any; and (iii) exceptions numbered 1 through 5 paid current, and subject to items 6 through 11 and 13 contained in Placer Title Company Preliminary Title Report No. 203-6133 dated as of November 1, 2006. In addition, exception number 12 shall be deemed subordinate to the easement by the title company upon recording of a fully executed subordination agreement in a form acceptable to County and title company. Seller agrees to cooperate with the County in the procurement of the consent of the lender referred to in exception 12 and to execute any documents required to accomplish the same. The County shall bear fees or charges, if any, imposed by the lender to execute the subordination agreement.

The 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 of El Dorado.

6. TAXES

Seller authorizes Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon which shall be cleared from the Property prior to Close of Escrow.

7. 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 but not limited to the South Tahoe Public Utility District. Seller agrees to indemnify and hold County harmless from any claims arising therefrom.

Seller authorizes Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent assessments, bonds, charges or liens, together with penalties and interest thereon, which shall be cleared from the Property prior to Close of Escrow.

8. 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.

9. REAL ESTATE BROKER.

Neither Seller nor County has employed a broker or sales agent in connection with the purchase and sale of the Easement and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

10. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.

A. Seller shall execute and County shall deliver to Escrow Holder the fully executed Grant of Easement for the Easement not later than one (1) week prior to the Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow funds in an amount equal to the Purchase Price plus the amount of County's share of prorations, costs, fees and expenses to be

borne by County as herein set forth; together with County's Certificate of Acceptance to be attached to and recorded with the Grant of Easement.

- C. Escrow Holder shall:
- (i) Record the Easement Deed together with County's Certificate of Acceptance;
  - (ii) Cause the policy of title insurance to be issued;
  - (iii) Deliver the Purchase Price to Seller minus the prorations, costs, fees and expenses to be borne by Seller as herein provided; and
  - (iv) Record Subordination Agreement.

11. TIME OF THE ESSENCE.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the purchase and sale contemplated hereby shall be null and void.

12. 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.

13. 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:                      David C. Blankenship  
   P.O. Box 550187  
   South Lake Tahoe, CA 96155-0003**

**BLANKENSHIP**  
**APNS 036-554-09 & 036-554-11**  
**JN 95151/95188**

COUNTY: **COUNTY OF EL DORADO**  
**Department of Transportation**  
**924B Emerald Bay Road**  
**South Lake Tahoe, CA 96150**

14. ATTORNEY'S FEES. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

15. EFFECTIVE DATE.

This Agreement shall be effective as of the last date written below.

**COUNTY OF EL DORADO**


Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
CINDY KECK  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

Dated: 5/31/2007

  
\_\_\_\_\_  
David C. Blankenship

**Exhibit A**

**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 SECTION 8, TOWNSHIP 11 NORTH, RANGE 18 EAST, M. D.M. AND A PORTION OF LOT 266 OF RIVER PARK ESTATES UNIT NO. 2, BEING DESCRIBED AS FOLLOWS:**

**TRACT 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 22, 1992 IN BOOK 19 OF RECORD OF SURVEY MAPS AT PAGE 119.**

**A.P.N. 036-554-09-100**

**A.P.N. 036-554-11-100**

**Exhibit B**

**GRANT OF EASEMENT**

For a valuable consideration, receipt of which is hereby acknowledged, **DAVID C. BLANKENSHIP, AN UMARRIED MAN**, does hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, an easement for the inspection, repair, and maintenance of storm drainage, erosion control, and appurtenant improvements thereto inclusive of the existing rock-lined channel, on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

Said easement is to consist of, but not be limited to the following:

- (a) The right to keep repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, **Christmas Valley Phase 1 Erosion Control and Stream Environment Zone Enhancement Project**.
- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout

the Project.

Said easement shall be SUBJECT TO a right of entry by the State of California ("State") in the event that any essential term or condition of that certain "Grant Agreement for the Acquisition of the Real Property" entered into between the State, acting by and through the California Tahoe Conservancy and the County of El Dorado on March 16, 2007, CTA-06036 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of County of El Dorado under said agreement, and shall have the effect of vesting all title of the County of El Dorado to the hereinabove described easement in the State at the expiration of thirty (30) days from the recordation of said notice.

Said right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

Dated: \_\_\_\_\_

\_\_\_\_\_  
**David C. Blankenship**



EXHIBIT C

CONSENT TO EASEMENT AND  
AGREEMENT TO SUBORDINATE

This Consent to Easement and Agreement to Subordinate ("Agreement") is entered into between **David C. Blankenship, an unmarried man, ("Trustor")** and **Mortgage Electronic Registration Systems, Inc., as nominee for GMAC Mortgage Corporation ("Lender")** with reference to the following facts:

RECITALS

A. Trustor owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. Using the Property as security, Trustor borrowed funds in the original principal amount of \$100,000.00 from GMAC Mortgage Corporation. (the "Indebtedness").

C. A deed of trust evidencing the original Indebtedness, which was assumed by the Trustor, was recorded against the Property September 29, 2006, as instrument No. 2006-0066677, of the Official Records of the County of El Dorado (the "Deed of Trust").

D. Under the terms of that certain "Easement Acquisition Agreement" between the County of El Dorado ("the County") and Trustor herein dated as of \_\_\_\_\_, Trustor has agreed to grant to the County an easement across a strip of land located on the Property for the purpose of repairing, operating and maintaining certain improvements, and appurtenant improvements pursuant to the County Public works project entitled **Christmas Valley Phase 1 Erosion Control and Stream Environment Zone Enhancement Project** (the "Easement"). The Easement is described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

E. In order to facilitate the grant of the Easement by Trustor to County, and recognizing that the granting of the Easement is not a detriment to Lender's security for the Indebtedness, Lender will consent to the granting of the Easement by Trustor and enter into this Agreement on the terms and conditions stated herein.

AGREEMENT

1. Lender hereby consents to the grant of the Easement to the County and, for and in consideration of the public benefits to be derived from the inspection, repair and maintenance of the improvements on the Easement, Lender agrees to subordinate its priority of title to the easement rights granted to County by said Easement Acquisition Agreement and the Grant of Easement. In addition, Lender hereby agrees to subordinate all liens or assessments that it may have or may hereafter acquire on the Property to the Easement acquired by the County.

**BLANKENSHIP  
APNS 036-554-09 & 036-554-11  
JN 95151/95188**

2. In the event that Lender forecloses its Deed of Trust and takes title to the Property, Lender agrees that it shall take such title subject to the Easement and Easement Deed.

3. Lender acknowledges that it intentionally subordinates the priority of its security interest in the Property as evidenced by the Deed of Trust in favor of the rights of County in and to the Easement and the Easement Deed.

4. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

5. This Agreement contains the entire agreement between the parties hereto relating to the subordination of Lender's security interest in the Property to County's rights in and to the Easement and the Grant of Easement referred to above, and any agreements, understandings or representations not contained in this Agreement shall be null and void.

6. In any action at law or in equity between the parties hereto relating to this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

7. This Agreement shall be effective as of the last date written below.

8. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC, AS NOMINEE FOR  
GMAC MORTGAGE CORPORATION**

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
**David C. Blankenship**

**EXHIBIT '1'**  
**LEGAL DESCRIPTION**

A ten foot wide strip of land, being a portion of Tract 1, as said tract is shown on the map recorded in Book 19 of Records of Survey, at Page 119, in the office of the El Dorado County Recorder, being a portion of the west half of Section 8, Township 11 North, Range 18 East, M.D.M., County of El Dorado, State of California, lying 5 feet (as measured at right angles) northerly and southerly of the following described centerline:

Beginning on the easterly boundary, from which the most southerly corner of said tract bears the following 2 courses: 1) 93.28 feet along the arc of a 128.00 foot radius curve concave easterly, through a central angle of  $41^{\circ}45'22''$ , subtended by a chord which bears South  $05^{\circ}18'41''$  East; 2) South  $26^{\circ}13'22''$  East (cite South  $24^{\circ}53'15''$  East) 159.98 feet; **thence from said point of beginning** and leaving said boundary North  $72^{\circ}07'11''$  West 45.18 feet; thence North  $88^{\circ}42'40''$  West 25.76 feet; thence South  $26^{\circ}52'04''$  West 13.74 feet; thence South  $63^{\circ}58'48''$  West 21.72 feet; thence North  $89^{\circ}51'53''$  West 28.17 feet; thence North  $70^{\circ}31'10''$  West 16.53 feet; thence North  $57^{\circ}51'02''$  West 20.73 feet; thence South  $89^{\circ}40'09''$  West 15.46 feet to the terminus of said centerline, the sidelines of said strip to be lengthened or shortened so as to terminate on the boundaries of said tract where applicable.

Containing 1,874 square feet (0.043 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit '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 0.999623.



4-16-07

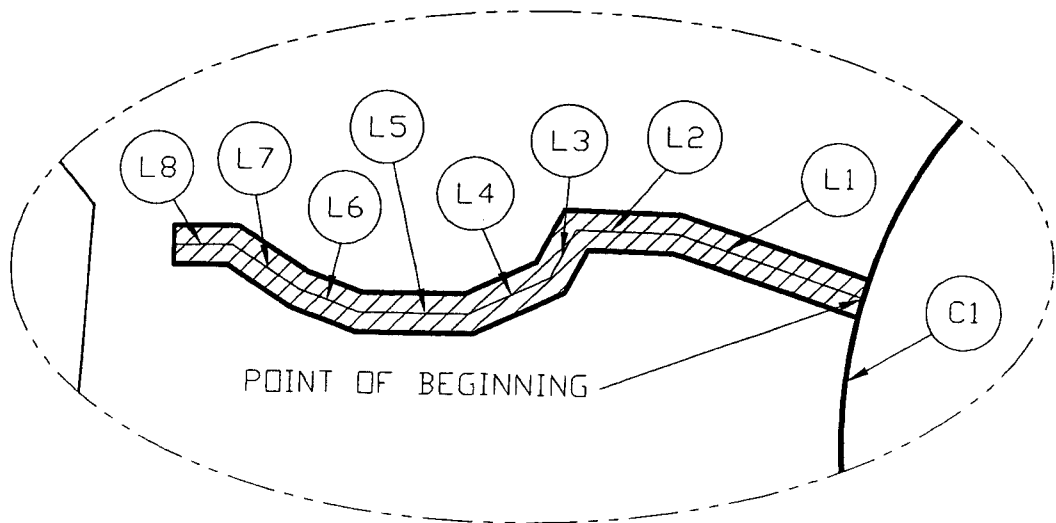
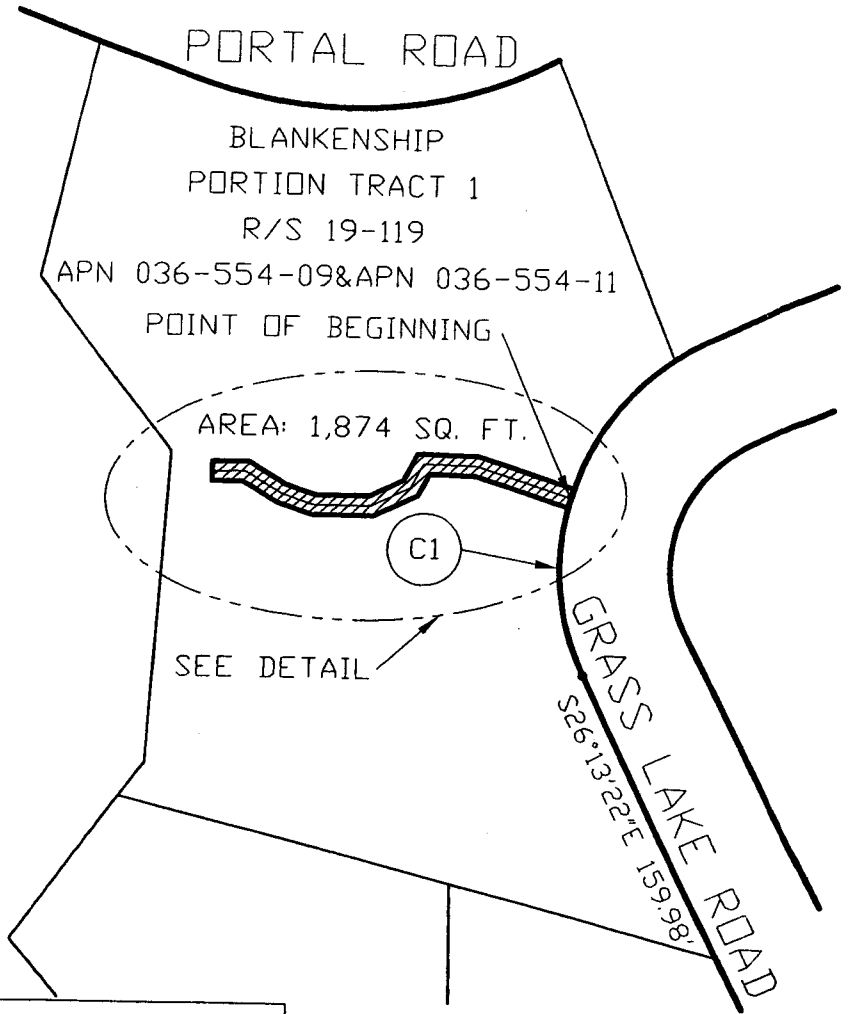
# EXHIBIT '2'



SCALE : 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.18'	N72°07'11"W
L2	25.76'	N88°42'40"W
L3	13.74'	S26°52'04"W
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L5	28.17'	N89°51'53"W
L6	16.53'	N70°31'10"W
L7	20.73'	N57°51'02"W
L8	15.46'	S89°40'09"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	93.28'	128.00'	41°45'22"	S05°18'41"E	91.23'



DETAIL  
NO SCALE

**BLANKENSHIP  
APNS 036-554-09 & 036-554-11  
JN 95151/95188**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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



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

Above Section For Recorder's Use

**CERTIFICATE OF ACCEPTANCE**

**THIS IS TO CERTIFY** that the interest in real property conveyed by the Grant of Easement dated May 31, 2007, from **DAVID C. BLANKENSHIP, AN UMARRIED MAN**, to the **County of El Dorado**, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on \_\_\_\_\_, and the grantees consent to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**COUNTY OF EL DORADO**

By \_\_\_\_\_

**Chairman, Board of Supervisors**

**ATTEST:  
Cindy Keck,  
Clerk of the Board of Supervisors**

By \_\_\_\_\_  
**Deputy**

RECORDING REQUESTED BY AND  
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Mail Tax Statements to above.  
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### CONSENT TO EASEMENT AND AGREEMENT TO SUBORDINATE

This Consent to Easement and Agreement to Subordinate ("Agreement") is entered into between **David C. Blankenship, an unmarried man, ("Trustor")** and **Mortgage Electronic Registration Systems, Inc., as nominee for GMAC Mortgage Corporation ("Lender")** with reference to the following facts:

#### RECITALS

A. Trustor owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. Using the Property as security, Trustor borrowed funds in the original principal amount of \$100,000.00 from GMAC Mortgage Corporation. (the "Indebtedness").

C. A deed of trust evidencing the original Indebtedness, which was assumed by the Trustor, was recorded against the Property September 29, 2006, as instrument No. 2006-0066677, of the Official Records of the County of El Dorado (the "Deed of Trust").

D. Under the terms of that certain "Easement Acquisition Agreement" between the County of El Dorado ("the County") and Trustor herein dated as of \_\_\_\_\_, Trustor has agreed to grant to the County an easement across a strip of land located on the Property for the purpose of repairing, operating and maintaining certain improvements, and appurtenant improvements pursuant to

the County Public works project entitled **Christmas Valley Phase 1 Erosion Control and Stream Environment Zone Enhancement Project** (the "Easement"). The Easement is described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

E. In order to facilitate the grant of the Easement by Trustor to County, and recognizing that the granting of the Easement is not a detriment to Lender's security for the Indebtedness, Lender will consent to the granting of the Easement by Trustor and enter into this Agreement on the terms and conditions stated herein.

### AGREEMENT

1. Lender hereby consents to the grant of the Easement to the County and, for and in consideration of the public benefits to be derived from the inspection, repair and maintenance of the improvements on the Easement, Lender agrees to subordinate its priority of title to the easement rights granted to County by said Easement Acquisition Agreement and the Grant of Easement. In addition, Lender hereby agrees to subordinate all liens or assessments that it may have or may hereafter acquire on the Property to the Easement acquired by the County.

2. In the event that Lender forecloses its Deed of Trust and takes title to the Property, Lender agrees that it shall take such title subject to the Easement and Easement Deed.

3. Lender acknowledges that it intentionally subordinates the priority of its security interest in the Property as evidenced by the Deed of Trust in favor of the rights of County in and to the Easement and the Easement Deed.

4. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

5. This Agreement contains the entire agreement between the parties hereto relating to the subordination of Lender's security interest in the Property to County's rights in and to the Easement and the Grant of Easement referred to above, and any agreements, understandings or representations not contained in this Agreement shall be null and void.

6. In any action at law or in equity between the parties hereto relating to this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

7. This Agreement shall be effective as of the last date written below.

8. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC, AS NOMINEE FOR  
GMAC MORTGAGE CORPORATION**

Dated: \_\_\_\_\_

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

Dated: 5/31/2007

  
\_\_\_\_\_  
David C. Blankenship



# Golden State Notary Acknowledgment Form

HAWAII  
State of ~~California~~ MO  
County of MAUI } ss.

On MAY 31<sup>ST</sup> 2007 before me, MARJORIE A. TERLUIN,  
personally appeared DAVID C. BLANKENSHIP

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  whose name  is subscribed to the within instrument and acknowledged to me that  he/she/they executed the same in  his/her/their authorized capacity  (as), and that by  his/her/their signature  on the instrument the person , or the entity upon behalf of which the person  acted, executed the instrument.

WITNESS my hand and official seal.

Marjorie A Terluin  
Signature of Notary

LS

Seal

## Notes

Please provide information about the document that this form is attached to.  
\*\*\*This is not required under California State notary public law.\*\*\*

**Exhibit A**

**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 SECTION 8, TOWNSHIP 11 NORTH, RANGE 18 EAST, M. D .M. AND A PORTION OF LOT 266 OF RIVER PARK ESTATES UNIT NO. 2, BEING DESCRIBED AS FOLLOWS:**

**TRACT 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 22, 1992 IN BOOK 19 OF RECORD OF SURVEY MAPS AT PAGE 119.**

**A.P.N. 036-554-09-100**

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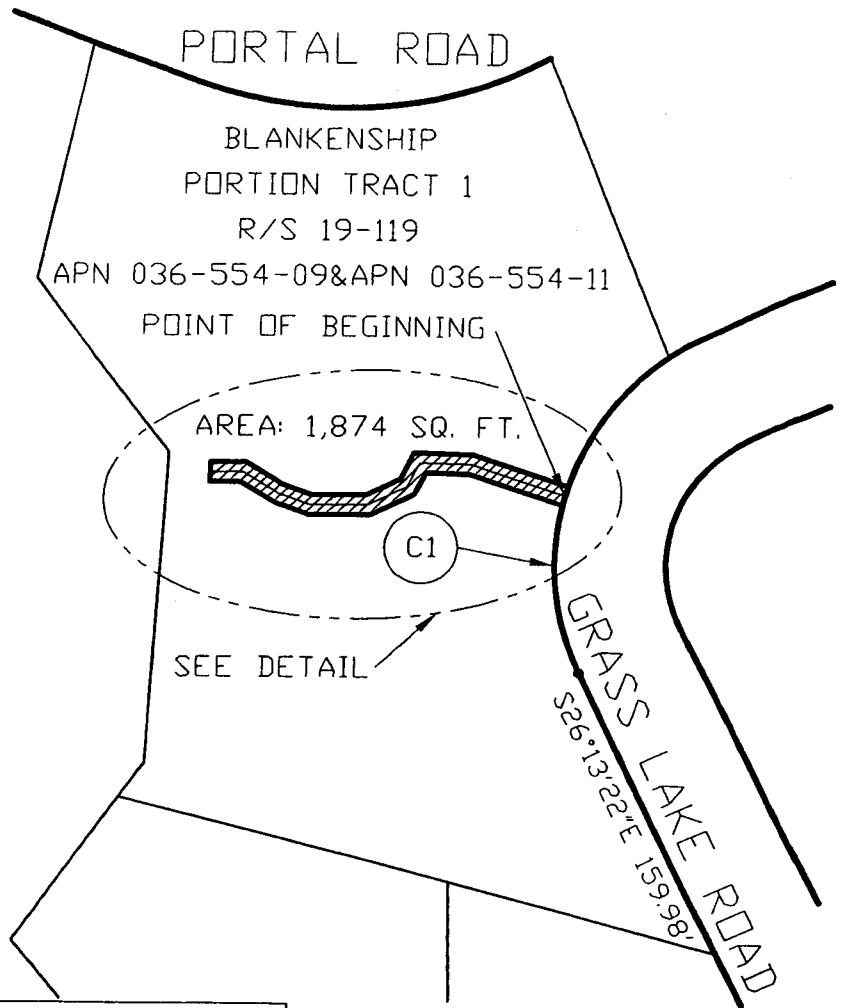


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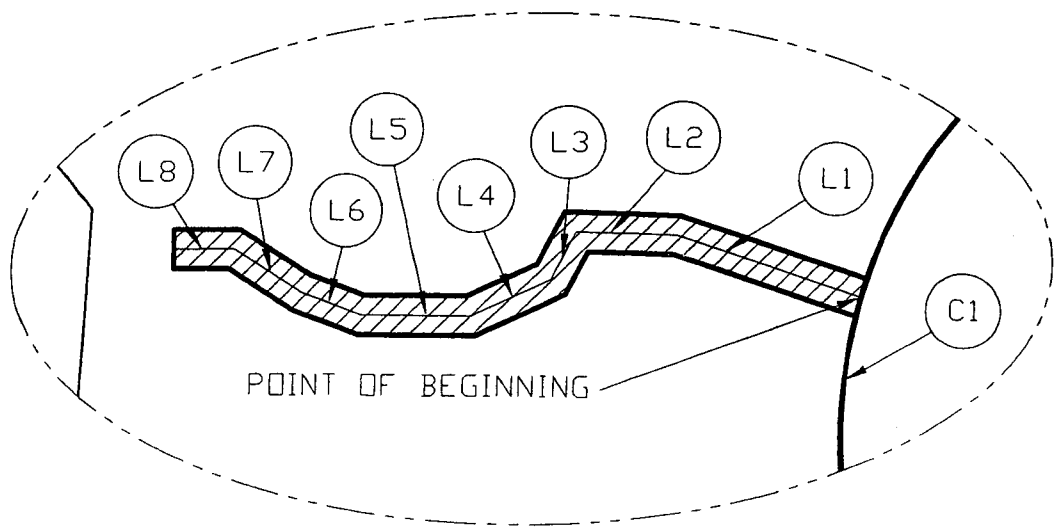


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- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Said easement shall be SUBJECT TO a right of entry by the State of California ("State") in the event that any essential term or condition of that certain "Grant Agreement for the Acquisition of the Real Property" entered into between the State, acting by and through the California Tahoe Conservancy and the County of El Dorado on March 16, 2007, CTA-06036 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of County of El Dorado under said agreement, and shall have the effect of vesting all title of the County of El Dorado to the hereinabove described easement in the State at the expiration of thirty (30) days from the recordation of said notice.

Said right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

Dated: 5/31/2007

  
\_\_\_\_\_  
David C. Blankenship

# Golden State Notary Acknowledgment Form

State of HAWAII ~~California~~ <sup>mt.</sup> ~~mt.~~ <sup>Not</sup>  
County of MAUI } ss.

On May 31, 2007 before me, MARJORIE A TERLUIN  
personally appeared DAVID C. BLANKENSHIP

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  whose name  is subscribed to the within instrument and acknowledged to me that  he/she/they executed the same in  his/her/their authorized capacity , and that by  his/her/their signature  on the instrument the person , or the entity upon behalf of which the person  acted, executed the instrument.

WITNESS my hand and official seal.

Marjorie A Terluin  
Signature of Notary

LS Seal

## Notes

Please provide information about the document that this form is attached to.  
\*\*\*This is not required under California State notary public law.\*\*\*

**EXHIBIT '1'**  
**LEGAL DESCRIPTION**

A ten foot wide strip of land, being a portion of Tract 1, as said tract is shown on the map recorded in Book 19 of Records of Survey, at Page 119, in the office of the El Dorado County Recorder, being a portion of the west half of Section 8, Township 11 North, Range 18 East, M.D.M., County of El Dorado, State of California, lying 5 feet (as measured at right angles) northerly and southerly of the following described centerline:

Beginning on the easterly boundary, from which the most southerly corner of said tract bears the following 2 courses: 1) 93.28 feet along the arc of a 128.00 foot radius curve concave easterly, through a central angle of  $41^{\circ}45'22''$ , subtended by a chord which bears South  $05^{\circ}18'41''$  East; 2) South  $26^{\circ}13'22''$  East (cite South  $24^{\circ}53'15''$  East) 159.98 feet; **thence from said point of beginning** and leaving said boundary North  $72^{\circ}07'11''$  West 45.18 feet; thence North  $88^{\circ}42'40''$  West 25.76 feet; thence South  $26^{\circ}52'04''$  West 13.74 feet; thence South  $63^{\circ}58'48''$  West 21.72 feet; thence North  $89^{\circ}51'53''$  West 28.17 feet; thence North  $70^{\circ}31'10''$  West 16.53 feet; thence North  $57^{\circ}51'02''$  West 20.73 feet; thence South  $89^{\circ}40'09''$  West 15.46 feet to the terminus of said centerline, the sidelines of said strip to be lengthened or shortened so as to terminate on the boundaries of said tract where applicable.

Containing 1,874 square feet (0.043 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit '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 0.999623.





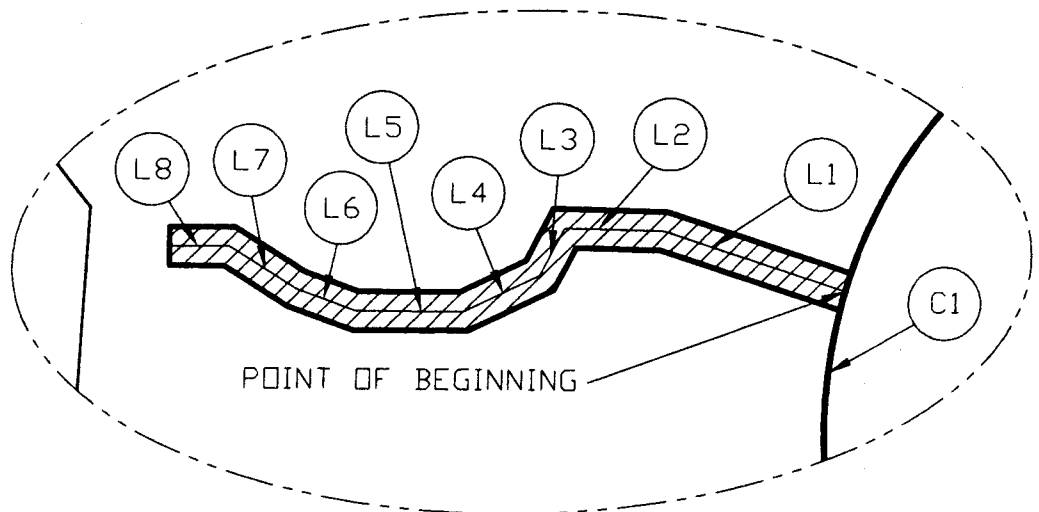
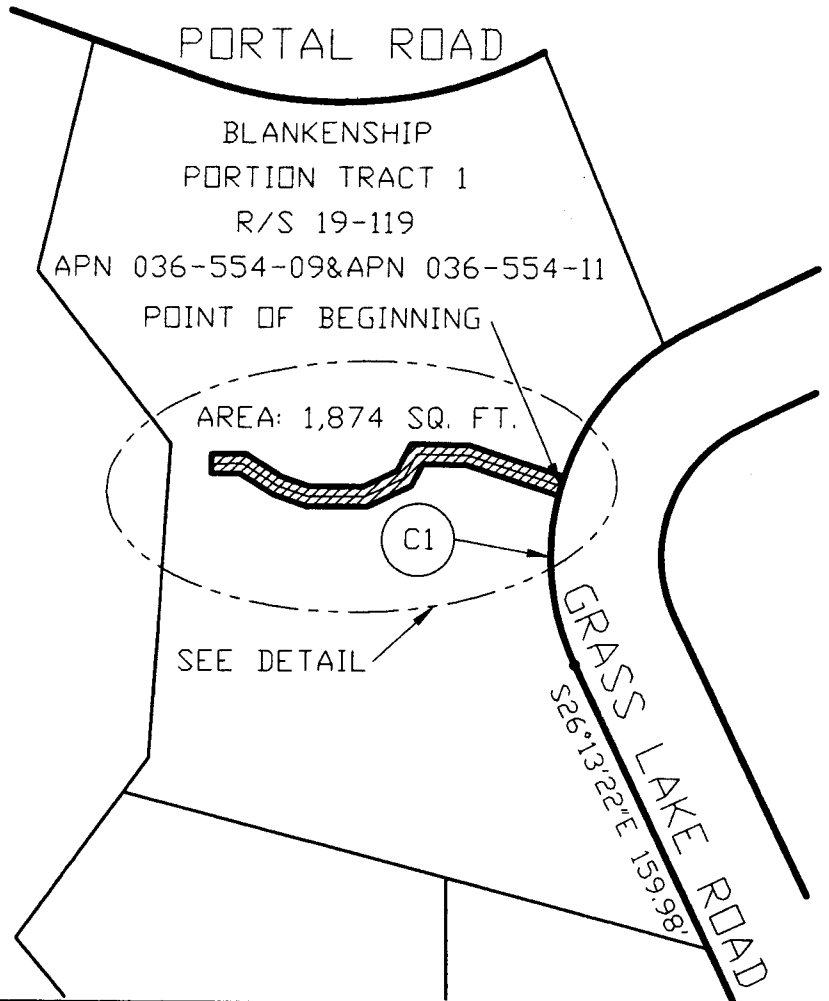
# EXHIBIT '2'



SCALE : 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.18'	N72°07'11"W
L2	25.76'	N88°42'40"W
L3	13.74'	S26°52'04"W
L4	21.72'	S63°58'48"W
L5	28.17'	N89°51'53"W
L6	16.53'	N70°31'10"W
L7	20.73'	N57°51'02"W
L8	15.46'	S89°40'09"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	93.28'	128.00'	41°45'22"	S05°18'41"E	91.23'



DETAIL  
NO SCALE