

EASEMENT EXCHANGE AGREEMENT

This Easement Exchange Agreement (“Agreement”) dated _____, 2011, is made by and between the County of El Dorado, a political subdivision of the State of California (“County” or “Grantee”), and Thomas Edson Shinn, Scott Lawrence Shinn, and Linda Lou Fine (collectively, “Shinns” or “Grantors”). County and Grantors together may be referred to collectively hereinafter as the “Parties”.

RECITALS

A. Thomas Edson Shinn and Scott Lawrence Shinn, as their sole and separate property, each own fifty percent (50%) of that certain real property located in the unincorporated area of El Dorado County, California, a legal description of which is attached hereto as Exhibit A, also referred to as Assessor’s Parcel Number 331-620-29 (“Parcel 1”). Thomas Edson Shinn and Linda Lou Fine, as their sole and separate property, each own fifty percent (50%) of that certain real property located in the unincorporated area of El Dorado County, California, a legal description of which is attached hereto as Exhibit B, also referred to as Assessor’s Parcel Number 331-620-30 (“Parcel 2”). Parcel 1 and Parcel 2 shall be collectively referred to herein as the “Property.”

B. In or about 2006, Grantors, along with Joyce Shinn, entered into a Purchase and Sale Agreement with the County whereby the County acquired certain real property from Grantors, including fee title to a parcel of land to be used for a new animal shelter and certain easements to be used for an access road to the new shelter and to bring utilities to the new shelter. The County’s new animal shelter and the associated improvements shall be collectively referred to herein as the “Animal Shelter Project.”

C. Section 2.3 of the Purchase and Sale Agreement designated the location of an access road, water lines, and a field fence that were to be constructed by the County as part of the Animal Shelter Project.

D. The County has performed all obligations required by the Purchase and Sale Agreement with the exception of construction of the access road, water lines, and field fence described above.

E. Following execution of the Purchase and Sale Agreement, the Parties commenced discussions concerning construction of the aforementioned access road, utilities, and field fence in a location other than the one designated in the Purchase and Sale Agreement. The Parties have now concluded those discussions and desire to adjust the alignment of the access road, utilities, and field fence to better meet the needs of the Grantors, the County, and the public.

F. Accordingly, the Parties desire to enter into this Agreement to exchange real property rights in accordance with Government Code section 25365 by conveying to the County the easements necessary to effectuate the agreed-upon realignment of the

access road, utilities, and field fence and by relinquishing to the Grantors those previously-acquired easements that are no longer necessary.

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

AGREEMENT

1. Exchange of Easements. In accordance with Government Code section 25365, the Parties hereby agree to exchange easements as follows:

a. Grantors agree to grant to County and County agrees to accept from Grantors the following easements over, upon, and across the Property (the "New Easements"):

(i) road, public utilities, and signage easements in the form of and as described and depicted in Exhibits C-1, C-2, C-3, C-4, and C-5 attached hereto and incorporated by reference herein;

(ii) slope and drainage easements in the form of and as described and depicted in Exhibits D-1 and D-2 attached hereto and incorporated by reference herein; and

(iii) temporary construction easements in the form of and as described and depicted in Exhibits E-1 and E-2 attached hereto and incorporated by reference herein.

b. County agrees to quitclaim to Grantors and Grantors agree to accept from County any interest the County has in the following easements over, upon, and across the Property that were previously acquired by the County pursuant to the Purchase and Sale Agreement (the "Old Easements"):

(i) a road, public utilities, and signage easement sixty feet (60 ft.) wide as described and depicted in Exhibit F attached hereto and incorporated by reference herein; and

(ii) a slope easement as described and depicted in Exhibit F attached hereto and incorporated by reference herein.

c. Thomas Edson Shinn and Linda Lou Fine shall quitclaim to Thomas Edson Shinn and Scott Lawrence Shinn their interest in those easements over, upon, and across Parcel 1 and more particularly described and depicted in the grants of easement recorded in the El Dorado County Recorder's Office as Document Nos. 2006-0059870 and 2007-0059003. In exchange, Thomas Edson Shinn and Scott Lawrence Shinn shall grant to Thomas Edson Shinn and Linda Lou Fine an easement over, upon, and across the Parcel 1 in the same location as the easement described in Paragraph 1.a.i. above (the "Shinn Easement"). Said easement shall be subordinate to the New Easements granted to County herein.

2. Compensation. As full compensation was already provided under the Purchase and Sale Agreement and the real property rights exchanged herein are of equal value, no additional compensation is required herein.

3. Roadway Construction. County, upon final approval of the Animal Shelter Project by the Board of Supervisors, shall construct, at its sole cost and expense, the following improvements, which are more specifically shown on Exhibit G hereto: (a) Road A and Road B, including an encroachment at the intersection of Road A and Pleasant Valley Road, to be constructed in accordance with the standards required by the County Department of Transportation; (b) a minimum eight inch diameter water line within the bounds of Roads A and B in accordance with the standards required by the El Dorado Irrigation District and/or the Diamond Springs – El Dorado Fire Protection District; and (c) a field fence to reflect the revised road easement location, including a gate at the southerly terminus of Road A. County waives any right to reimbursement from the Shinn's for their future use of the above-referenced water line. The Parties hereby agree that, due to the realignment of the contemplated access road, the construction obligations set forth in this Paragraph shall supersede those construction obligations described in Section 2.3 of the Purchase and Sale Agreement.

4. Road Naming. Following completion of construction of Road A, as depicted in Exhibit G hereto, County shall initiate the process required by Streets & Highways Code section 970.5 or 971 to establish the official name for Road A as "Shinn Ranch Road."

5. Escrow. The exchange of real property rights shall be consummated through an escrow, which will be opened by County at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762, attn: Becky Slak. 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 various grants of easements from Grantors to County and the quitclaim deed from County to Grantors. Grantors and County agree to deposit in escrow all instruments, documents, writings and moneys identified or reasonable required to close escrow. Escrow shall close when Escrow Holder is in a position to: (a) record the executed grants of easements and quitclaim deed and (b) deliver a CLTA policy of title insurance to County..

6. Closing Date. The transaction forming the subject of this Agreement shall be closed by County within thirty (30) calendar days after the effective date of this Agreement, unless extended by mutual agreement of the Parties.

7. Title. Grantors shall grant to County the New Easements free and clear of title defects, liens, encumbrances, taxes and deeds of trust. Thomas Edson Shinn and Scott Lawrence Shinn shall grant to Thomas Edson Shinn and Linda Lou Fine the Shinn Easement free and clear of any title defects, liens, encumbrances, taxes and deeds of trust. Title to the New Easements shall vest in the County subject only to the following:

(a) As to Parcel 1, exceptions 1, 2, and 3 paid current and subject to exception 4 contained in Placer Title Company Preliminary Report No. 205-14457, dated April 21, 2011, a copy of which is attached hereto as Exhibit H; and

(b) As to Parcel 2, exceptions 1, 2, and 3 paid current and subject to exception 4 contained in Placer Title Company Preliminary Report No. 205-14464, dated April 26, 2011, a copy of which is attached hereto as Exhibit I.

8. Title Insurance. County shall obtain a CLTA standard owner's policy of title insurance insuring that title to the New Easements is vested in County upon close of escrow subject only to the exceptions listed in Paragraph 7 of this Agreement and to the standard exclusions contained in said policy.

9. Expenses and Fees. All escrow, recording and closing fees shall be paid by the County at closing. Any documentary tax or real property transfer tax arising out of the exchange of the New Easements and Old Easements shall be paid by County. The premium for the title insurance policy referred to Paragraph 8 above shall be paid by the County at closing.

10. Proration of Taxes; Homeowners Assessments. Real property taxes and any homeowner's association dues or road maintenance fees shall be prorated as of the close of escrow. Pursuant to California Revenue and Taxation Code Section 4986(a)(6), as of close of escrow, property taxes shall be cancelled prospectively. Grantors shall pay any amount necessary to satisfy any delinquent taxes dues, together with penalties and interest thereon, which shall be cleared from the title to the New Easements prior to Close of Escrow.

11. Assessments. It is agreed that Grantors 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 or any public utility company. Grantors agree to indemnify and hold County harmless from any claim arising therefrom. Grantors shall pay 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 New Easements prior to Close of Escrow.

12. Items to be Delivered at Close of Escrow.

a. Grantors shall execute and deliver to Escrow Holder the following documents for recordation and delivery to the County at Close of Escrow: (i) Grant of Road, Public Utilities, and Signage Easements in the form of Exhibits C-1, C-2, C-3, C-4, and C-5; (ii) Grant of Slope and Drainage Easements in the form of Exhibits D-1 and D-2; and (iii) Grant of Temporary Construction Easements in the form of Exhibits E-1 and E-2. Grantors shall also execute and deliver to Escrow Holder the Quitclaim Deed and Grant of Easement described in Paragraph 1.c. above.

b. County shall deliver to the Escrow Holder prior to the Close of Escrow, the County's share of costs, fees and expenses to be borne by the County pursuant to this Agreement, Certificates of Acceptance to be attached to and recorded with the grants of

the New Easements described above, and an executed Quitclaim Deed for the Old Easements in the form of Exhibit F hereto for recordation and delivery to Grantors at Close of Escrow.

c. Escrow Holder shall (i) first record all Quitclaim Deeds and then record the conveyance documents for the New Easements (together with County's Certificates of Acceptance) and the Shinn Easement and (ii) cause the policy of title insurance to be issued.

13. Possession and Occupancy. Possession and occupancy of the New Easements shall be delivered to County at 5:00 p.m. on the date of Close of Escrow.

14. Warranties. Grantors represent and warrant that:

a. Grantors own 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, and, at Close of Escrow, will have the power to sell, transfer and convey all right, title and interest in the Property.

b. Grantors have no knowledge of any pending litigation involving the Property.

c. Grantors have 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. As of the date Grantors have executed this Agreement, and throughout the escrow period and at closing, Grantors have no intention of filing for protection under the bankruptcy laws of the United States, and Grantors shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or have been adjudicated bankrupt or have filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under federal bankruptcy law or any other similar law or statute of the United States or any state and no such petition shall have been filed against it.

e. To the best of Grantor'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, Grantors know of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Grantors relating to environmental matters.

f. To the best of Grantor's knowledge, there are no Hazardous Materials on the Property and that there has been no release, use, generation, discharge, storage or disposal of any Hazardous Materials on, in, under, or otherwise affecting all or any portion of the Property.

As used herein, the term “Hazardous Materials” shall mean any hazardous or toxic substance, material, sewage, or waste which is regulated, controlled or prohibited by statute, rule, regulation, decree or order of any governmental authority, the State of California, or the United States government currently in effect. The term “Hazardous Material” includes, without limitation, any material or substance which is (1) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5, sections 25100, et seq., (hazardous waste Control Law), (2) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (“CPTHSAA Act”), (3) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory Act), (4) defined as a “hazardous substance” under Section 25821 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (5) petroleum, (6) asbestos, (7) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11, of Title 22 of the California Administrative Code, Division 4, Chapter 20, (8) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321), (9) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (10) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601)(“CERCLA”), or (11) defined as a “waste” under the California Porter-Cologne Water Quality Control Act, section 13050 of the California Water Code.

g. There are no oral or written leases, rental agreements, service contracts or other related agreements, licenses, and permits affecting all or any portion of the property.

h. In the event Grantors, prior to Close of Escrow, become aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to County of which County is otherwise unaware, Grantors shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items.

i. All warranties, covenants, and other obligations described in this Paragraph of the Agreement and elsewhere in this Agreement shall survive delivery of the deed(s).

15. 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.

16. Real Estate Broker. Neither party has employed the services of a broker or sales agent in connection with the exchange of easements hereunder. Each party agrees to indemnify and hold the other party harmless from any and all costs, expenses, or damages resulting from any claims for brokerage fees or other similar forms of compensation made by any real estate broker or any other person or entity because of the exchange of easements hereunder.

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

18. 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 Grantors 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 or such parties notifies the other in accordance with this paragraph of a change of address:

GRANTORS: Thomas Shinn
4880 Kingvale Road
El Dorado, CA 95623

COPY TO: Scott Shinn
530 Cliff Drive
Aptos, CA 95003

Linda Fine
P.O. Box 9
Fiddletown, CA 95629

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

COPY TO: County of El Dorado
Department of Transportation
Attn: Director
2850 Fairlane Court
Placerville, CA 95667

19. 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.

20. Governing Law; Venue. 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. Any action brought to enforce the provisions of this Agreement shall be brought in the Superior Court of the County of El Dorado.

21. 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.

22. 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.

23. 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.

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

25. Warranty of Authority. The Parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties the obligations set forth herein.

26. County Administrator. The County officer or employee with responsibility for administering this Agreement is James Ware, P.E., Director of Transportation, or successor.

27. Third Party Beneficiaries. No condition, covenant, waiver or release contained herein made or given by Grantor or County is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.

28. Land Use. Neither this Agreement nor County's performance under this Agreement shall in any way excuse, alter, or affect any requirements imposed on Grantors as a condition of TM07-1441.

29. Counterparts. This Agreement may be executed in counterpart originals.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

-- COUNTY --

Dated: _____

COUNTY OF EL DORADO

Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:
SUZANNE ALLEN DE SANCHEZ
Clerk of the Board

By: _____
Deputy Clerk

-- GRANTORS --

Dated: _____

THOMAS EDSON SHINN

Dated: _____

SCOTT LAWRENCE SHINN

Dated: _____

LINDA LOU FINE

EASEMENT EXCHANGE AGREEMENT

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
A	Legal description of "Parcel 1" owned by Tom & Scott Shinn (APN 331-620-29)
B	Legal description of "Parcel 2" owned by Tom Shinn & Linda Fine (APN 331-620-30)
C-1	Grant of public road and public utility easement
C-2	Grant of public road and public utility easement
C-3	Grant of public utility easement
C-4	Grant of sign easement
C-5	Grant of sign easement
D-1	Grant of slope easement
D-2	Grant of slope and drainage easement
E-1	Grant of temporary construction easement
E-2	Grant of temporary construction easement
F	Quitclaim of "Old Easements"
G	Drawing of realigned road
H	Preliminary Report (Parcel 1)
I	Preliminary Report (Parcel 2)

EXHIBIT A

Legal description of “Parcel 1” owned by Tom & Scott Shinn
(APN 331-620-29)

RECORDING REQUESTED BY:

PLACER TITLE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENT TO:

THOMAS EDSON SHINN
SCOTT LAWRENCE SHINN
4880 Kingvale Road
El Dorado, CA 95623

Title Order No.
Escrow No. 202-59625-CS



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2007-0018728-00

Recd 8-PLACER TITLE CO
Tuesday, MAR 20, 2007 14:44:38
Ttl Pd \$10.00 Nbr-0000966700
JLR/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

Documentary Transfer Tax: \$ -0- 11911
— COMPUTED ON FULL VALUE OF
PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS
LIENS AND ENCUMBRANCES REMAINING
AT TIME OF SALE.

UNDERSIGNED

Signature of Declarant or Agent determining tax. Firm Name

PCOS FILED

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SHINN RANCH INC., A California Corporation

Hereby GRANT (S) to

THOMAS EDSON SHINN, an unmarried man and SCOTT LAWRENCE SHINN, a married man as his sole and separate property

The following described real property is in the Unincorporated Area, County of El Dorado, State of California:

All that portion of Sections 33 and 34, Township 10 North, Range 10 East, and that portion of Section 3, Township 9 North, Range 10 East, M.D.B.&M. 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 DECEMBER 27, 2006 IN BOOK 29 OF RECORD OF SURVEY MAPS AT PAGE 124.

EXCEPTING THEREFROM all that portion thereof deeded to the County of El Dorado, in Deed recorded November 9, 2006 in Series No. 2006-0076807 Official Records.

APN: 331-620-21-100

SHINN RANCH INC.,
A California Corporation

BY: THOMAS E. SHINN, President

Date: 3/14/07

018728

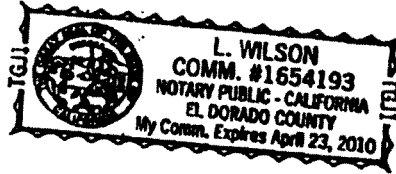
STATE OF CALIFORNIA
COUNTY OF EL DORADO)

On 3-14-07 before me, L. Wilson
The undersigned Notary Public in and for said County and State, personally appeared
THOMAS E. SHINN

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

L. Wilson

Notary Public in and for said County and State



03/20/2007, 20070018728

29/124

29/124

Record of Survey

Amends R.S. 26-117

A PORTION OF THE S.E. 1/4 OF SEC. 35 AND A PORTION OF THE N. 1/2 OF SEC. 34, T. 19 N., R. 10 E., AND A PORTION OF THE N. 1/2 OF SEC. 3, T. 9 N., R. 10 E., M.D.M. COUNTY OF EL DORADO STATE OF CALIFORNIA

NOVEMBER 20, 1966
SHEET 1 of 2
P-3599

CARLTON ENGINEERING INC.

BASIS OF BEARINGS

THE MEASUREMENT OF THIS SURVEY IS BASED UPON GPS OBSERVATION AND IS CONSIDERED TO BE THE TRUTH.

REFERENCES

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SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AS THE RESULT OF THE FOLLOWING FACTS:

THOMAS S. BULLOCK IN RECORDED BOOK 1000
JAMES C. MILLER L.S. 4040
LIC. EXP. DATE 03.28.82

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN RECORDED IN ACCORDANCE WITH SECTION 2706 OF THE PROFESSIONAL LAND SURVEYING ACT.

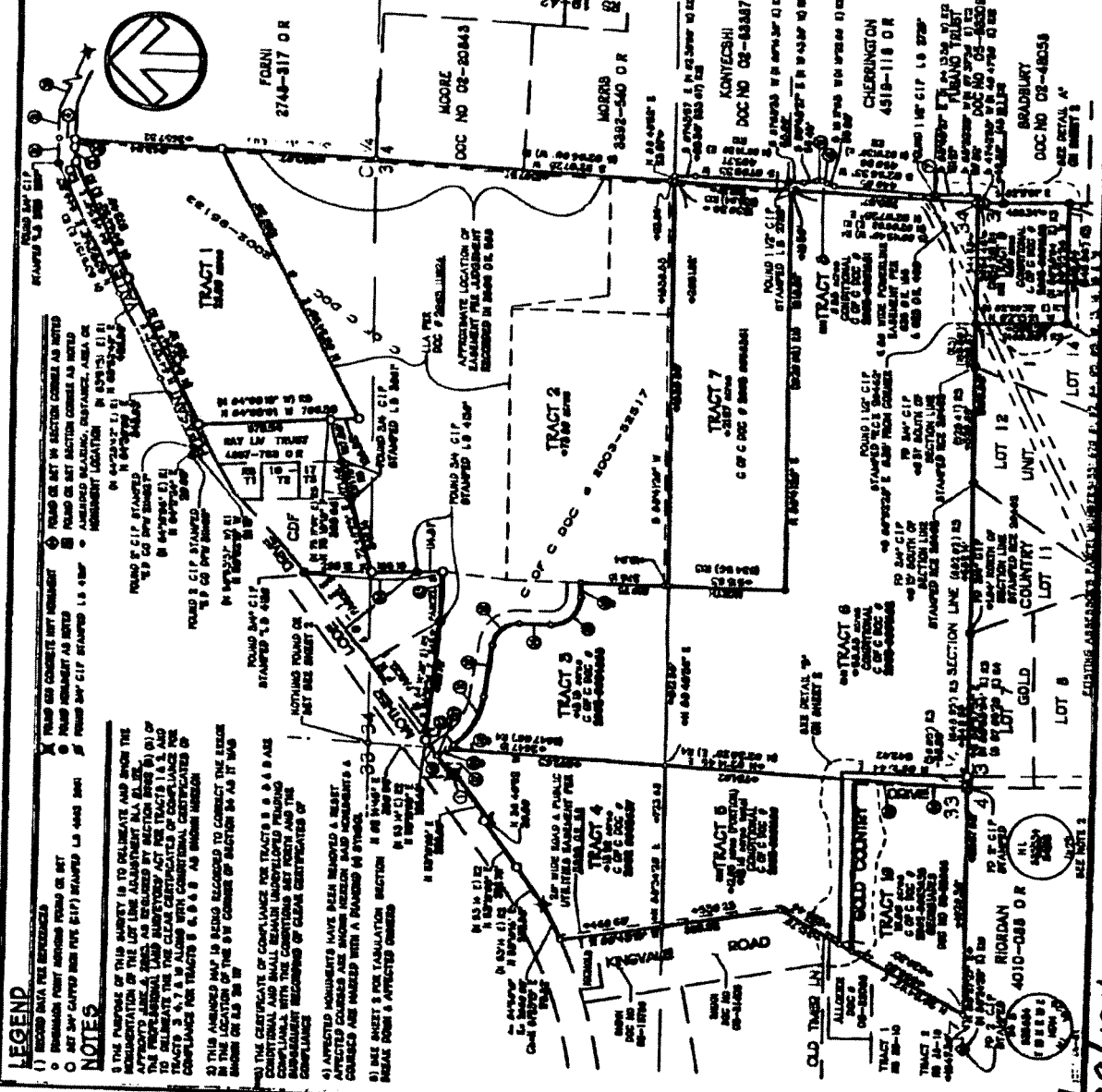


THOMAS S. BULLOCK
COUNTY SURVEYOR
COUNTY OF EL DORADO CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December 2066 AT 10:11 AM AT THE OFFICE OF RECORDS OF SURVEYS AT PAGE 287 AT THE REQUEST OF THOMAS S. BULLOCK

DOCUMENT NUMBER: 2066-117-001
BY: [Signature]
COUNTY OF EL DORADO CALIFORNIA



LEGEND

- (1) BOUNDARY LINE WITH BEARING AND DISTANCE
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- (80) BOUNDARY LINE WITH BEARING AND DISTANCE
- (81) BOUNDARY LINE WITH BEARING AND DISTANCE
- (82) BOUNDARY LINE WITH BEARING AND DISTANCE
- (83) BOUNDARY LINE WITH BEARING AND DISTANCE
- (84) BOUNDARY LINE WITH BEARING AND DISTANCE
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- (90) BOUNDARY LINE WITH BEARING AND DISTANCE
- (91) BOUNDARY LINE WITH BEARING AND DISTANCE
- (92) BOUNDARY LINE WITH BEARING AND DISTANCE
- (93) BOUNDARY LINE WITH BEARING AND DISTANCE
- (94) BOUNDARY LINE WITH BEARING AND DISTANCE
- (95) BOUNDARY LINE WITH BEARING AND DISTANCE
- (96) BOUNDARY LINE WITH BEARING AND DISTANCE
- (97) BOUNDARY LINE WITH BEARING AND DISTANCE
- (98) BOUNDARY LINE WITH BEARING AND DISTANCE
- (99) BOUNDARY LINE WITH BEARING AND DISTANCE
- (100) BOUNDARY LINE WITH BEARING AND DISTANCE

29/124

29/124

EXHIBIT B

Legal description of "Parcel 2" owned by Tom Shinn & Linda Fine
(APN 331-620-30)

RECORDING REQUESTED BY:

PLACER TITLE COMPANY

AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENT TO:

THOMAS EDSON SHINN
LINDA LOU FINE
4880 Kingvale Road
El Dorado, CA 95623

Title Order No.
Escrow No 202-59625-CS



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2007-0018727-00

Acct 8-PLACER TITLE CO
Tuesday, MAR 20, 2007 14:44:39
Tit Pd \$10.00 Nbr-0000966699
JLR/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

Documentary Transfer Tax: \$ -0- 11911
COMPUTED ON FULL VALUE OF
PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS
LIENS AND ENCUMBRANCES REMAINING
AT TIME OF SALE.

UNDERSIGNED

Signature of Declarant or Agent determining tax. Firm
Name

PCOS
FILED

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SHINN RANCH INC., A California Corporation

Hereby GRANT (S) to

THOMAS EDSON SHINN, an unmarried man and LINDA LOU FINE, a married woman as her sole and separate property

The following described real property is in the Unincorporated Area, County of El Dorado, State of California:

All that portion of Sections 33 and 34, Township 10 North, Range 10 East, and that portion of Section 3, Township 9 North, Range 10 East, M.D.B.&M. described as follows:

Tract 2, 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 DECEMBER 27, 2006 IN BOOK 29 OF RECORD OF SURVEY MAPS AT PAGE 124.

EXCEPTING THEREFROM all that portion thereof deeded to the County of El Dorado, in Deed recorded November 9, 2006 in Series No. 2006-0076807 Official Records.

APN: 331-620-23-100

SHINN RANCH INC.,
A California Corporation

Thomas E Shinn
BY: THOMAS E. SHINN, President

Date: 3/14/07

018727

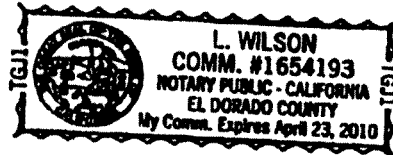
STATE OF CALIFORNIA
COUNTY OF EL DORADO)

On 3-14-07 before me, L. Wilson
The undersigned Notary Public in and for said County and State, personally appeared THOMAS E. SHINN

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

L. Wilson

Notary Public in and for said County and State



03/20/2007, 20070018727

29/124

29/124

Record of Survey

Amends R-5 26-117
 A PORTION OF THE S.E. 1/4 OF SEC. 33 AND A PORTION OF SEC. 34, T. 19 N., R. 19 E., AND A PORTION OF THE N. 1/2 OF SEC. 3, T. 9 N., R. 19 E., M.D.M., COUNTY OF EL DORADO STATE OF CALIFORNIA
 NOVEMBER, 2006
 SHEET 1 of 2
 1"=500'

CARLTON ENGINEERING INC.

BASIS OF BEARINGS

THE MEASUREMENTS OF THIS SURVEY ARE BASED UPON GPS OBSERVATION AND IS CONSIDERED TO BE TRUE NORTH.

REFERENCES

AS 9 7846 (20 10-04-04) PM 24 30 0007 PM 24-04-010 240 7 10 (20)
 AS 9 7 001 AS 9 10 001 AS 9 10 001 AS 9 10 001 AS 9 10 001
 EL DORADO COUNTY SAN MAPS FOR PLEASANT VALLEY SO PROJECT # 440-045
 PLAN 08 DATED 9 28 01 (20)
 CALIFORNIA HIGHWAY 90 ROAD PLAN DATED 04-04 001
 040 00 00 001
 C OF C 0000 0000-00001 (20)

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AT THE REQUEST OF

JAMES C WILSON L.S. 40003
 LIC EXP DATE 08-30-08

COUNTY SURVEYOR'S STATEMENT

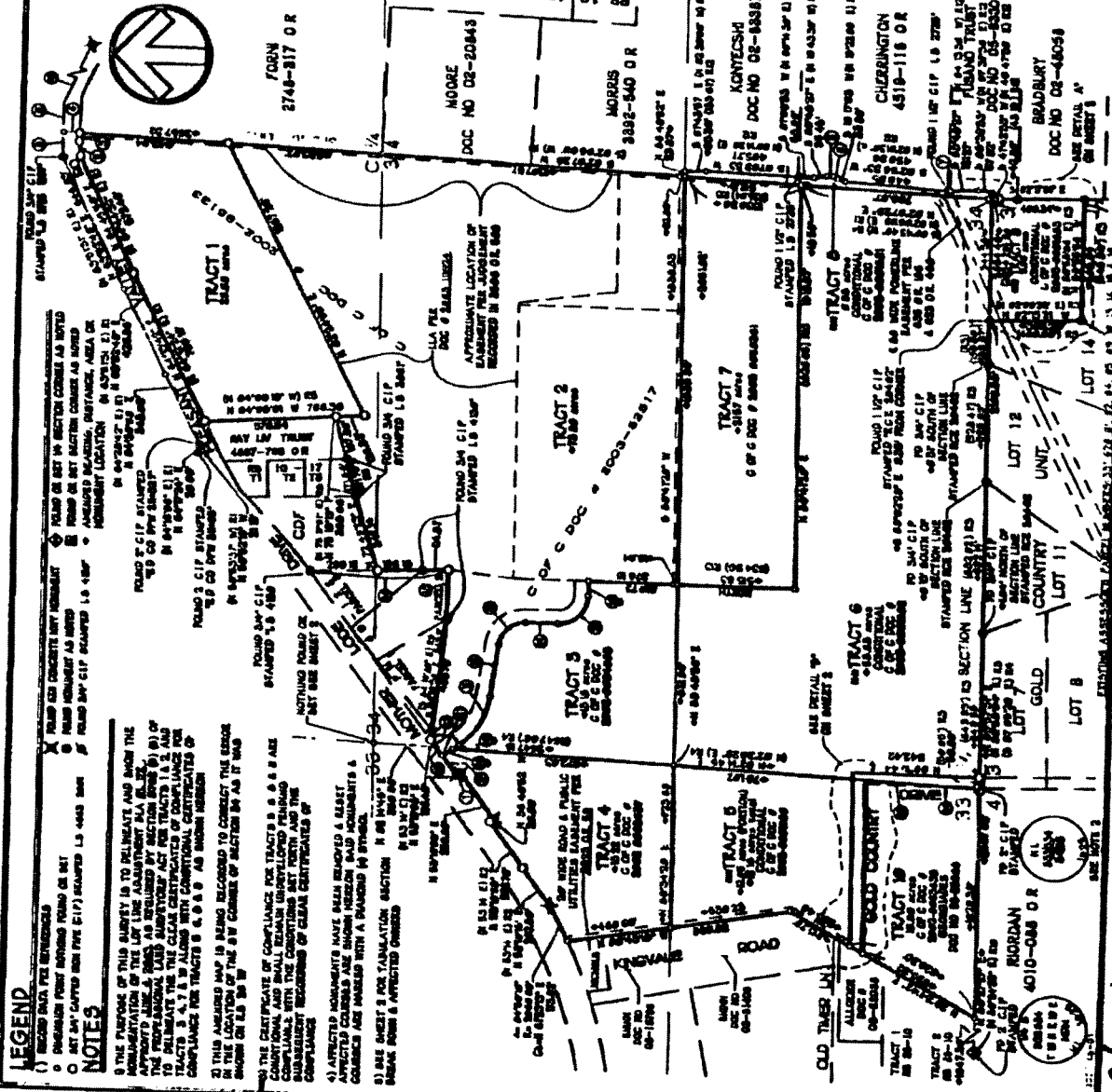
THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 27000 IN TITLE 27 OF THE CALIFORNIA GOVERNMENT CODE AND I HEREBY CERTIFY THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.



COUNTY RECORDER'S STATEMENT

FILED THIS 27th DAY OF December 2006 AT 4:00 PM
 IN BOOK 17 OF RECORDS OF SURVEYS AT PAGE 124
 THE REQUEST OF THOMAS L. MUMFORD

WILLIAM F. SCHULTE
 COUNTY RECORDER
 COUNTY OF EL DORADO CALIFORNIA



LEGEND

- 1) RECORD DATA FOR REFERENCES
- 2) THROUGH POINT NOTHING PLANNED OR SET
- 3) SET BY CAPTION FROM FILE (CIP) STAMPED L.S. 40003 2006
- 4) FOUND OR SET BY SECTION CORNER AS NOTED
- 5) FOUND OR SET BY SECTION CORNER AS NOTED
- 6) FOUND OR SET BY SECTION CORNER AS NOTED
- 7) FOUND OR SET BY SECTION CORNER AS NOTED
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- 11) FOUND OR SET BY SECTION CORNER AS NOTED
- 12) FOUND OR SET BY SECTION CORNER AS NOTED
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- 15) FOUND OR SET BY SECTION CORNER AS NOTED
- 16) FOUND OR SET BY SECTION CORNER AS NOTED
- 17) FOUND OR SET BY SECTION CORNER AS NOTED
- 18) FOUND OR SET BY SECTION CORNER AS NOTED
- 19) FOUND OR SET BY SECTION CORNER AS NOTED

29/124

29/124

EXHIBIT C-1

Grant of public road and public utility easement

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 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

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

Above section for Recorder's use

GRANT OF PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public road and public utility easement, for road construction, maintenance and drainage together with 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 EXHIBITS 'A1' AND DEPICTED IN EXHIBIT 'B1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn

Date: _____

Scott Lawrence Shinn

Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A1'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears South 63° 32' 26" West 730.09 feet; thence, from said POINT OF BEGINNING along said southerly right of way North 64° 01' 13" East 33.90 feet to the beginning of a non-tangent curve to the left having a radius of 80.00 feet; thence along said curve through a central of 90° 30' 18", an arc length of 126.37 feet, said curve being subtended by a chord which bears South 18° 46' 04" West 113.63 feet; thence, South 26° 29' 05" East 28.53 feet to the beginning of a curve to the right having a radius of 330.00 feet; thence, along said curve through a central angle of 19° 09' 02" an arc length of 110.30 feet, said curve being subtended by a which chord bears South 16° 54' 34" East 109.79 feet; thence, South 07° 20' 03" East 457.84 feet to the southerly line of said Tract A; thence, along the southerly line of said Tract A South 71° 18' 10" West 536.93 feet; thence, , South 74° 37' 03" West 200.51 feet to the southwest corner of said Tract A; thence leaving said southerly line along the westerly line of said Tract A, North 04° 49' 17" West 39.56 feet; thence leaving said westerly line North 71° 18' 10" East 635.52 feet to the beginning of a curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 78° 38' 13" an arc length of 68.62 feet, said curve being subtended by a chord which bears North 31° 59' 03" East 63.36 feet; thence North 07° 20' 03" West 377.94 feet to the beginning of a curve to the left having a radius of 270.00 feet; thence along said curve through a central angle of 19° 09' 02" an arc length of 90.24 feet, said curve being subtended by a chord which bears North 16° 54' 34" West 89.83 feet; thence, North 26° 29' 05" West 28.91 feet to the beginning of a curve to the left having a radius of 80.00 feet; thence, along said curve through a central angle of 89° 58' 29" an arc length of 125.63 feet, said curve being subtended by a chord which bears North 71° 28' 20" West 113.11 feet to said southerly right of way of Pleasant Valley Road; thence, North 63° 32' 26" East 186.77 feet to the POINT OF BEGINNING, containing 1.75 acres more or less.

See Exhibit B1, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances 0.999870 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract A as an easement for road and public utilities purposes.

Loren A. Massaro

Loren A. Massaro P.L.S. 8117

Dated: 09.26.2011



EXHIBIT 'B1'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records

○ R=80.00'
 L=125.63'
 Δ=89° 58' 29"
 CH=N 71° 28' 20" W-113.11'

POINT OF BEGINNING

N 64° 01' 13" E
 33.90'

N 63° 32' 26" E
 186.77'

R=80.00'
 L=126.37'
 Δ=90° 30' 18"
 CH=S 18° 46' 04" W-113.63'

NORTHWEST CORNER
 OF TRACT A

PLEASANT VALLEY ROAD
 TIE=S 63° 32' 26" W 730.09'
 SOUTHERLY RIGHT-OF-WAY

N 26° 29' 05" W
 28.91'

S 26° 29' 05" E 28.53'

R=270.00'
 L=90.24'
 Δ=19° 09' 02"
 CH=N 16° 54' 34" W - 89.83'

R=330.00'
 L=110.30'
 Δ=19° 09' 02"
 CH=S 16° 54' 34" E
 109.79'

WESTERLY LINE OF TRACT A

SHINY
 TRACT A R5 30-71
 A.P.N. 331-520-23

R=50.00'
 L=68.62'
 Δ=78° 38' 13"
 CH=N 31° 59' 03" E - 63.36'

N 07° 20' 03" W 377.94'

S 07° 20' 03" E 457.84'

SOUTHERLY LINE OF TRACT A

N 71° 18' 10" E 635.52'

S 71° 18' 10" W 536.93'

ROAD & PUBLIC
 UTILITIES EASEMENT
 AREA = ± 1.75 ACRES

N 04° 49' 17" W
 39.56'

SOUTHWEST CORNER
 OF TRACT A

S 74° 37' 03" W
 200.51'

A.P.N.
 331-520-24

A.P.N. 331-520-30



Grid North
 Scale 1"=150'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Road and Public Utility Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, 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 _____, 2011

COUNTY OF EL DORADO

Date: _____

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT C-2

Grant of public road and public utility easement

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 331-620-30
Thomas Edson Shinn and Linda Lou Fine

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

Above section for Recorder's use

GRANT OF PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public road and public utility easement, for road construction, maintenance and drainage together with 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 EXHIBITS 'A1' AND DEPICTED IN EXHIBIT 'B1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn Date: _____

Linda Lou Fine Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A1'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain document number 2007-59002, as shown on that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Beginning on the southerly line of Tract A as shown on said Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state, from which the southwesterly corner thereof bears the following two (2) courses, 1) South 71° 18' 10" West 414.69 feet and 2) South 74° 37' 03" West 200.51 feet; thence, from said POINT OF BEGINNING, along said southerly line, North 71° 18' 10" East 122.25 feet; thence leaving said southerly line, South 07° 20' 03" East 98.35 feet; thence, South 82° 39' 57" West 60.00 feet; thence, North 07° 20' 03" West 25.24 feet to the beginning of a curve to the left having a radius of 50.00 feet; thence, along said curve through a central angle of 101° 21' 47" an arc length of 88.46 feet, said curve being subtended by a chord which bears North 58° 00' 57" West 77.36 feet to the POINT OF BEGINNING. Containing 6,380 square feet more or less.

See Exhibit 'B1', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said real property as an easement for road and public utilities purposes.



Loren A. Massaro P.L.S. 8117

Dated: 05.26.2011

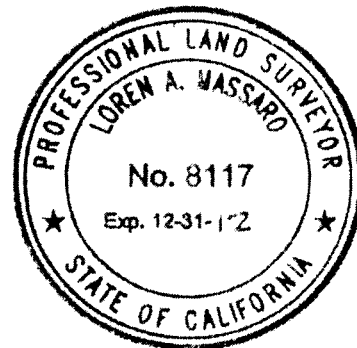
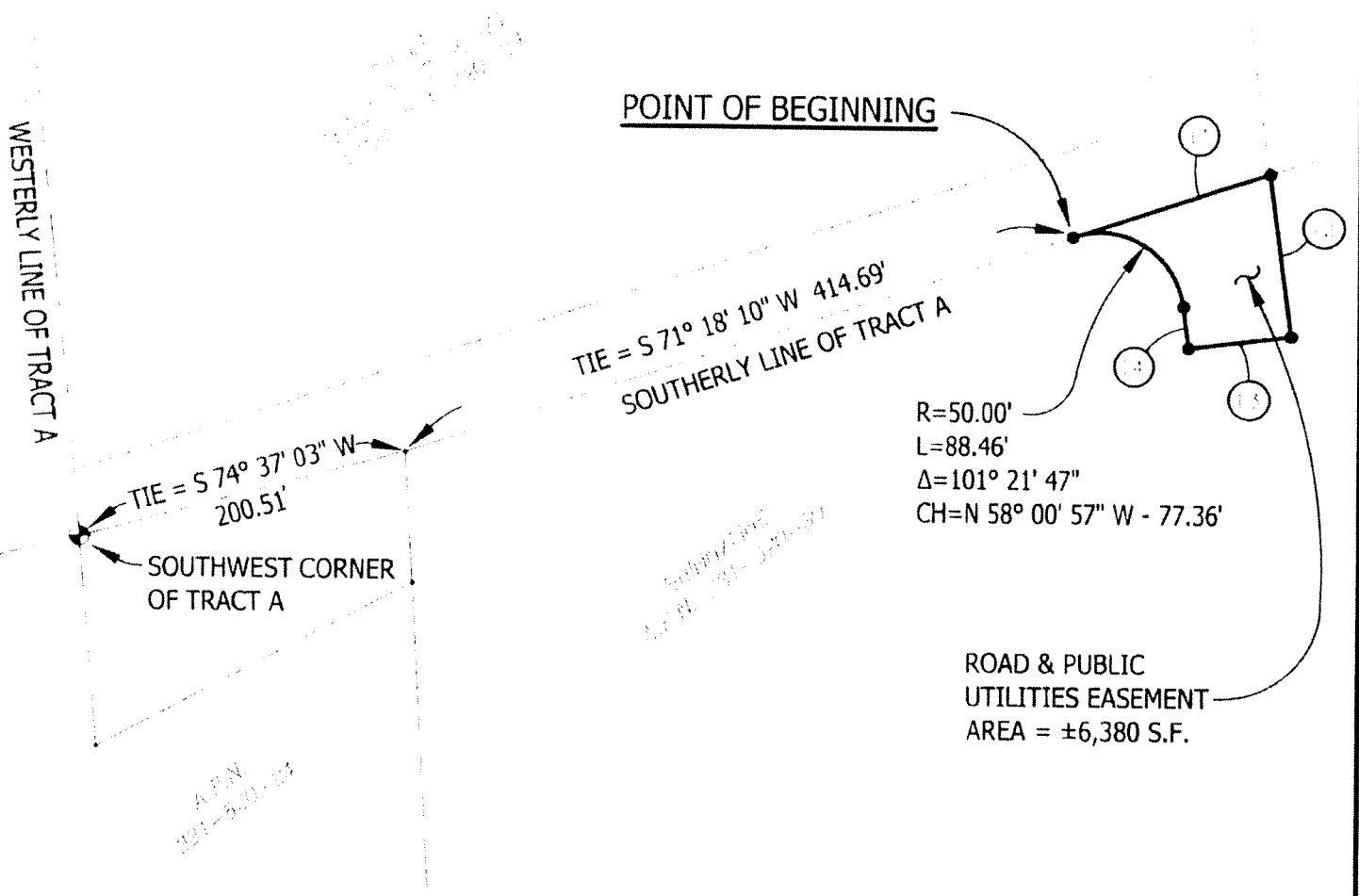


EXHIBIT 'B1'

Situate in Section 34, Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that
 particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain
 document number 2007-59002, as shown on that particular Record of Survey filed in
 Book 30 of Surveys at Page 71 official records



EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	N 71° 18' 10" E	122.25'
L2	S 07° 20' 03" E	98.35'
L3	S 82° 39' 57" W	60.00
L4	N 07° 20' 03" W	25.24'



Grid North
 Scale 1"=100'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-30
Thomas Edson Shinn and Linda Lou Fine

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Road and Public Utility Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, 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 _____, 2011

COUNTY OF EL DORADO

Date: _____

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT C-3

Grant of public utility easement

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 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

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

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a non-exclusive public utility easement, for construction and maintenance purposes, for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with 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 EXHIBITS 'A5' AND DEPICTED IN EXHIBIT 'B5' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn Date: _____

Scott Lawrence Shinn Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A5'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears South 63° 32' 26" West 57.87 feet; thence from said POINT OF BEGINNING South 87° 18' 03" East 38.27 feet to a point hereinafter referred to as **POINT 'A'**; thence North 62° 37' 40" East 175.86 feet; thence North 63° 09' 27" East 167.87 feet to a point hereinafter referred to as **POINT 'B'**; thence North 64° 41' 18" East 151.22 feet to a point hereinafter referred to as **POINT 'C'**; thence North 64° 41' 18" East 175.28 feet; thence North 62° 33' 01" East 171.79 feet to a point hereinafter referred to as **POINT 'D'**; thence North 64° 42' 25" East 94.45 feet to a point hereinafter referred to as **POINT 'E'**; thence North 61° 31' 15" East 263.39 feet to a point hereinafter referred to as **POINT 'F'**; thence North 73° 38' 30" East 62.54 feet to said southerly right of way.

Together with:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning at the aforementioned **POINT 'A'**; thence from said POINT OF BEGINNING South 62° 37' 40" West 25.00 feet.

Together with:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning at a point from which the aforementioned **POINT 'B'** bears North 05° 26' 35" West 15.00 feet; thence from said POINT OF BEGINNING North 05° 26' 35" West 30.77 feet to said southerly right of way.

Together with:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning at the aforementioned **POINT 'C'**; thence from said POINT OF BEGINNING South 00° 26' 56" West 20.00 feet.

Together with:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning at a point from which the aforementioned **POINT 'D'** bears North 41° 05' 52" West 20.00 feet; thence from said POINT OF BEGINNING North 41° 05' 52" West 37.08 feet to said southerly right of way.

Together with:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning at a point from which the aforementioned **POINT 'E'** bears North 03° 26' 38" West 20.00 feet; thence from said POINT OF BEGINNING North 03° 26' 38" West 38.87 feet to said southerly right of way.

Together with:

A strip of land, 10.00 feet in width, lying 5.00 feet on each side of, parallel with and adjacent to the following described line:

Beginning at the aforementioned **POINT 'F'**; thence from said POINT OF BEGINNING North 15° 33' 35" West 6.34 feet.

See Exhibit 'B5', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999870 to obtain ground distances.

Loren A. Massaro

Loren A. Massaro P.L.S. 8117

Dated: 09.28.2011



EXHIBIT 'B5'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
El Dorado County, State of California, being a portion of Tract A of that particular
Record of Survey filed in Book 30 of Surveys at Page 71 official records

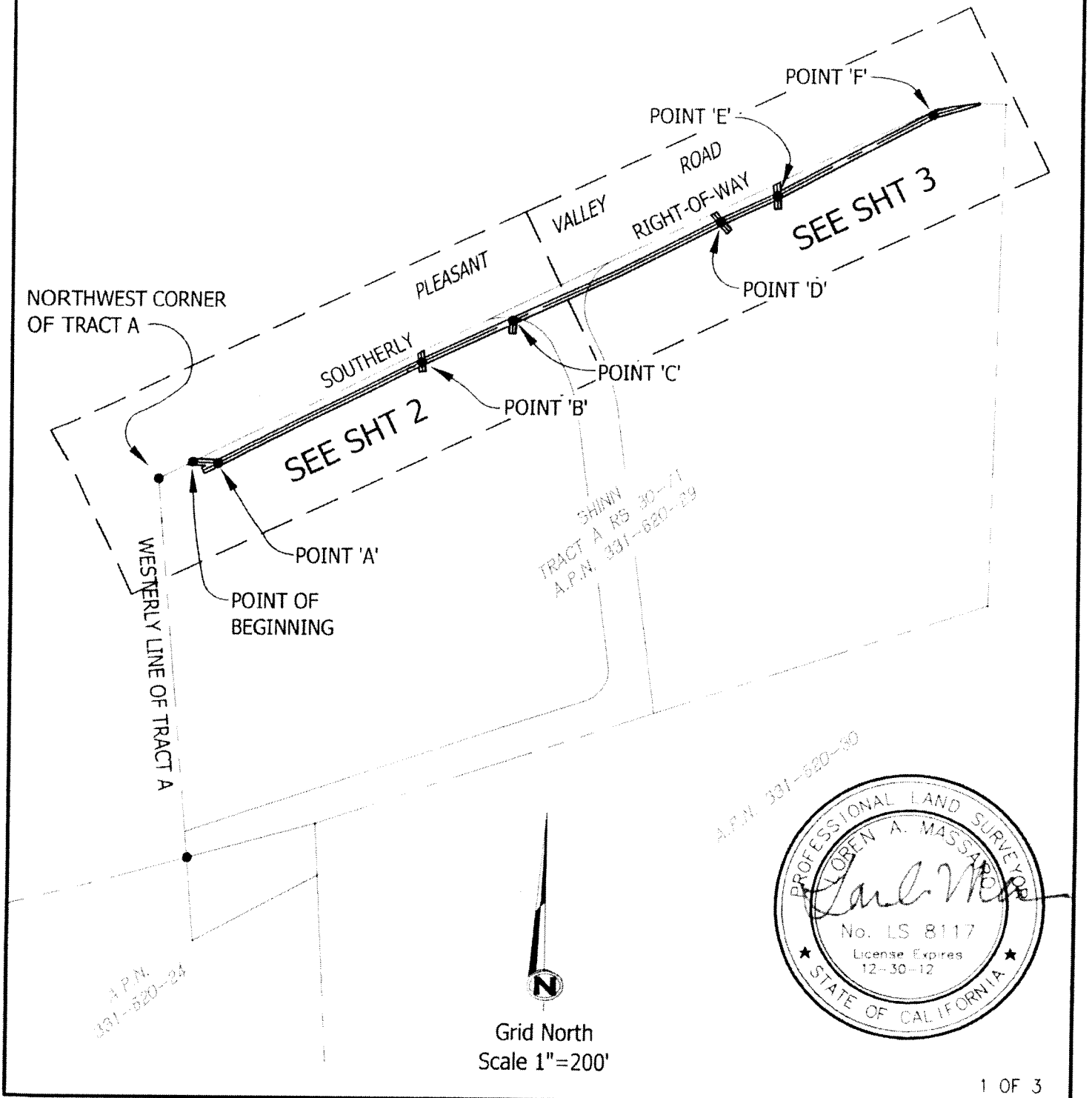


EXHIBIT 'B5'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records

EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	S 87° 18' 03" E	38.27'
L2	N 62° 37' 40" E	175.86'
L3	N 63° 09' 27" E	167.87'
L4	N 64° 41' 18" E	151.22'
L5	N 64° 41' 18" E	175.28'
L10	S 62° 37' 40" W	25.00'
L11	N 05° 26' 35" W	30.77'
L12	S 00° 26' 56" W	20.00'

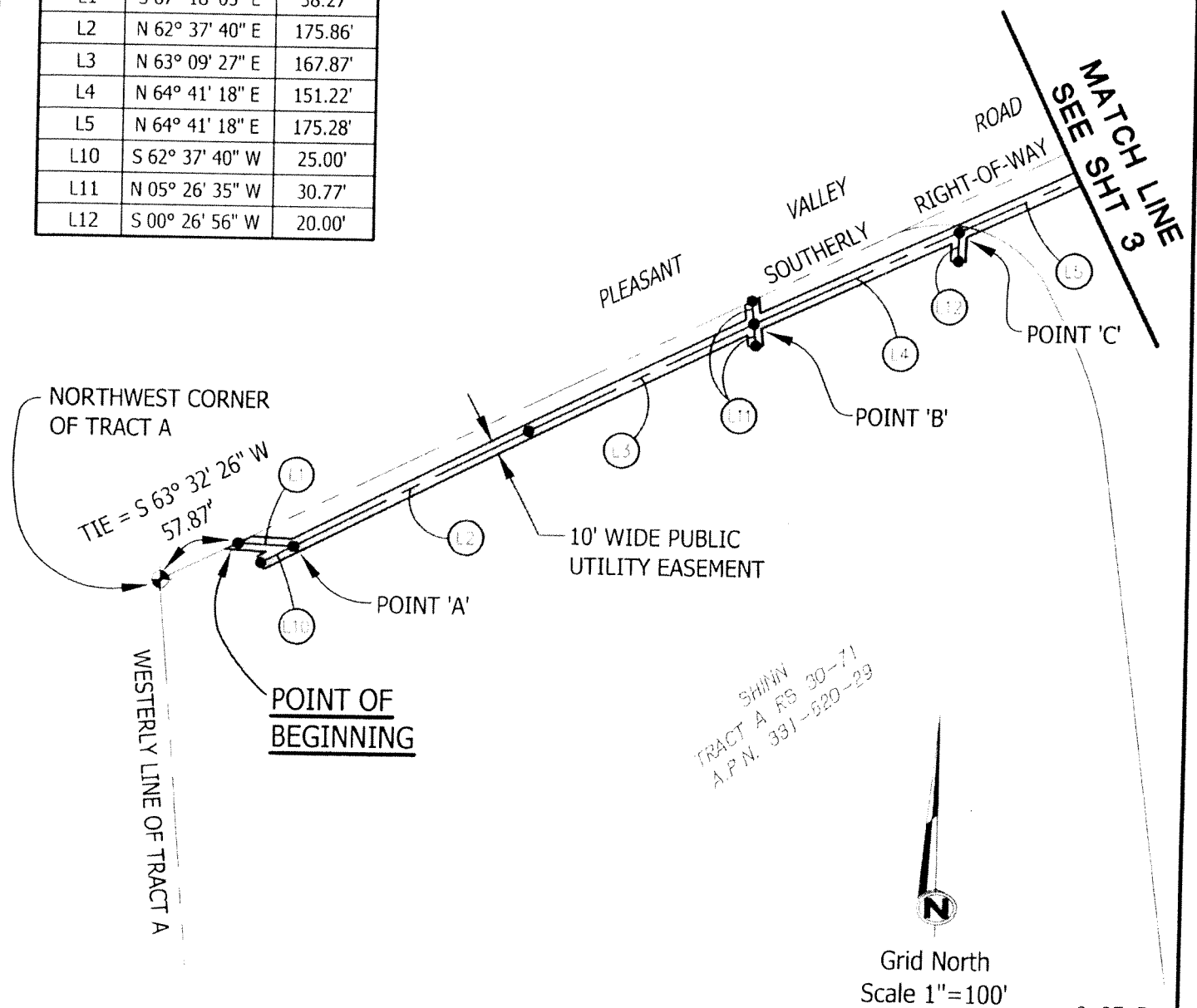
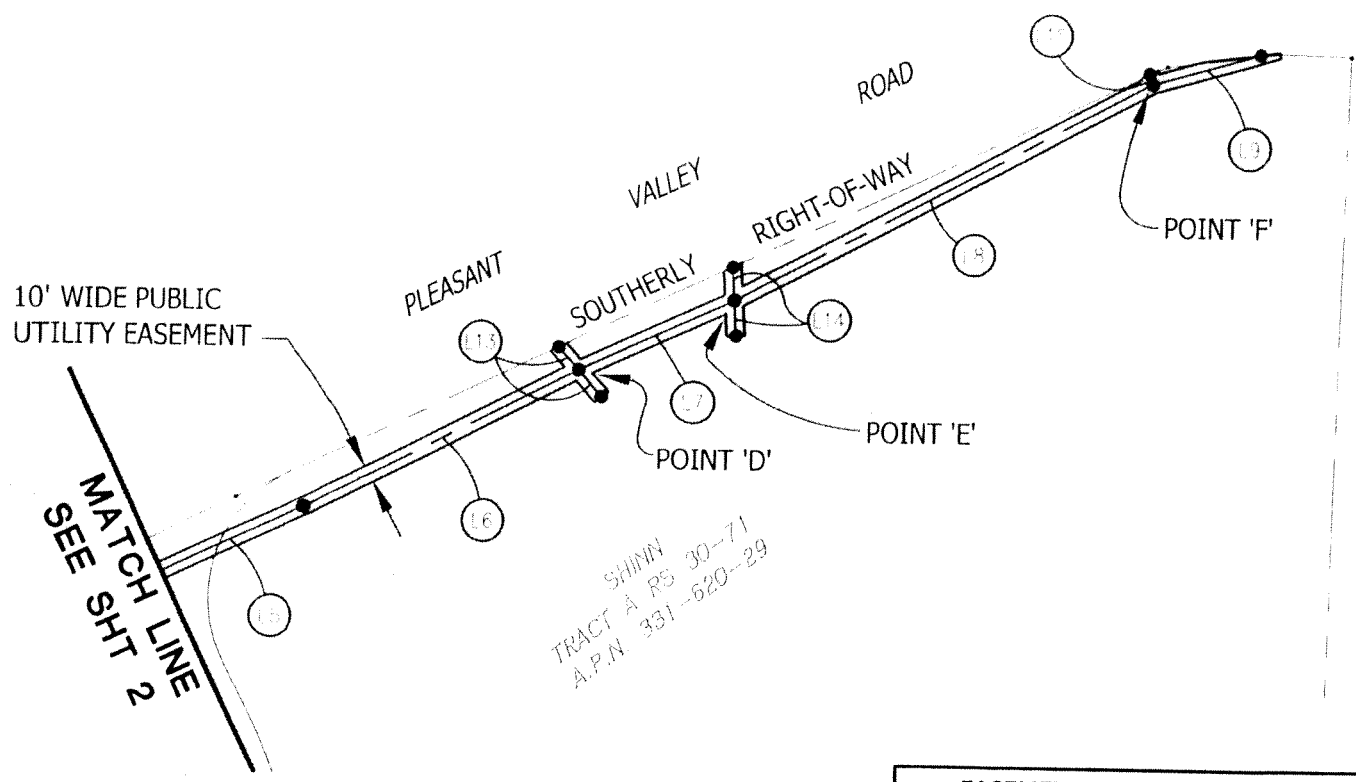



EXHIBIT 'B5'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records



EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L5	SEE SHT 2	SEE SHT 2
L6	N 62° 33' 01" E	171.79'
L7	N 64° 42' 25" E	94.45'
L8	N 61° 31' 15" E	263.39'
L9	N 73° 38' 30" E	62.54'
L13	N 41° 05' 52" W	37.08'
L14	N 03° 26' 38" W	38.87'
L15	N 15° 33' 35" W	6.34'


 Grid North
 Scale 1"=100'

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Utility Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, 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 _____, 2011

COUNTY OF EL DORADO

Date: _____

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT C-4

Grant of sign easement

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

Assessor's Parcel Number 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

Above section for Recorder's use

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

GRANT OF SIGN EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a non-exclusive sign easement for installation, maintenance and repair of a sign for the Placerville Animal Services Facility Project in 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 'A4' AND DEPICTED IN EXHIBIT 'B4' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn

Date: _____

Scott Lawrence Shinn

Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A4'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears South 63° 32' 26" West 495.62 feet; thence, from said POINT OF BEGINNING along said southerly right of way North 63° 32' 26" East 47.70 feet to the beginning of a curve to the right having a radius of 80.00 feet; thence, leaving said right of way along said curve through a central angle of 46° 00' 31" an arc length of 64.24 feet, said curve being subtended by a chord which bears North 86° 32' 41" East 62.53 feet; thence, South 68° 40' 11" West 105.68 feet ;thence, North 26° 27' 34" West 14.99 feet to the POINT OF BEGINNING. Containing 1639 square feet more or less.

See Exhibit B4, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said Tract A as an easement for signage purposes.



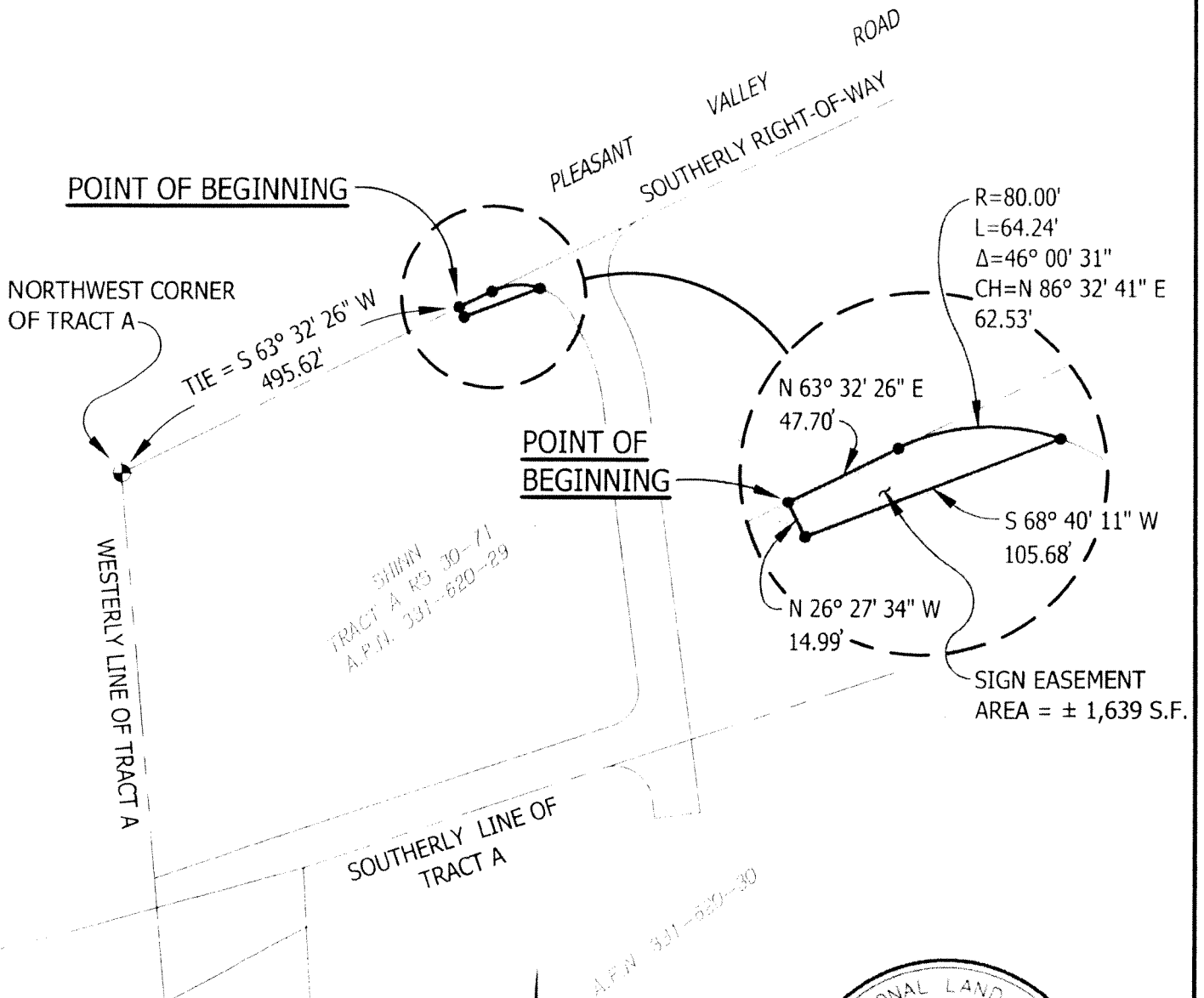
Loren A. Massaro P.L.S. 8117

Dated: 07.19.2011



EXHIBIT 'B4'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records



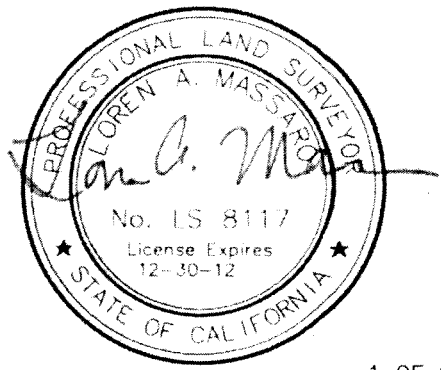
A.P.N. 331-620-24

SHINN
 TRACT A R5 30-71
 A.P.N. 331-620-29

A.P.N. 331-620-30



Grid North
 Scale 1"=200'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Sign Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, 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 _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT C-5

Grant of sign easement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Assessor's Parcel Number 331-620-30
Thomas Edson Shinn and Linda Lou Fine

Above section for Recorder's use _____

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

GRANT OF SIGN EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a non-exclusive sign easement for installation, maintenance and repair of a sign for the Placerville Animal Services Facility Project in 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 'A4' AND DEPICTED IN EXHIBIT 'B4' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn Date: _____

Linda Lou Fine Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A4'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain document number 2007-59002, as shown on that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

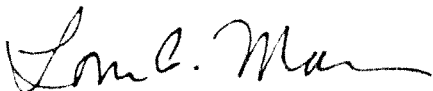
Beginning on the southerly line of Tract A as shown on said Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state, from which the southwesterly corner thereof bears the following two (2) courses, 1) South 71° 18' 10" West 387.27 feet and 2) South 74° 37' 03" West 200.51 feet; thence, from said POINT OF BEGINNING, along said southerly line, North 71° 18' 10" East 27.42 feet to the beginning of a curve to the right having a radius of 50.00 feet, thence along said curve through a central angle of 26° 51' 05" an arc length of 23.43 feet, said curve being subtended by a chord which bears North 84° 43' 42" East 23.22 feet; thence, South 18° 41' 50" East 14.73 feet; thence, South 72° 31' 02" West 50.01 feet; thence, North 18° 41' 50" West 19.06 feet to the POINT OF BEGINNING. Containing 940 square feet more or less.

See Exhibit B4, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said real property as an easement for signage purposes.



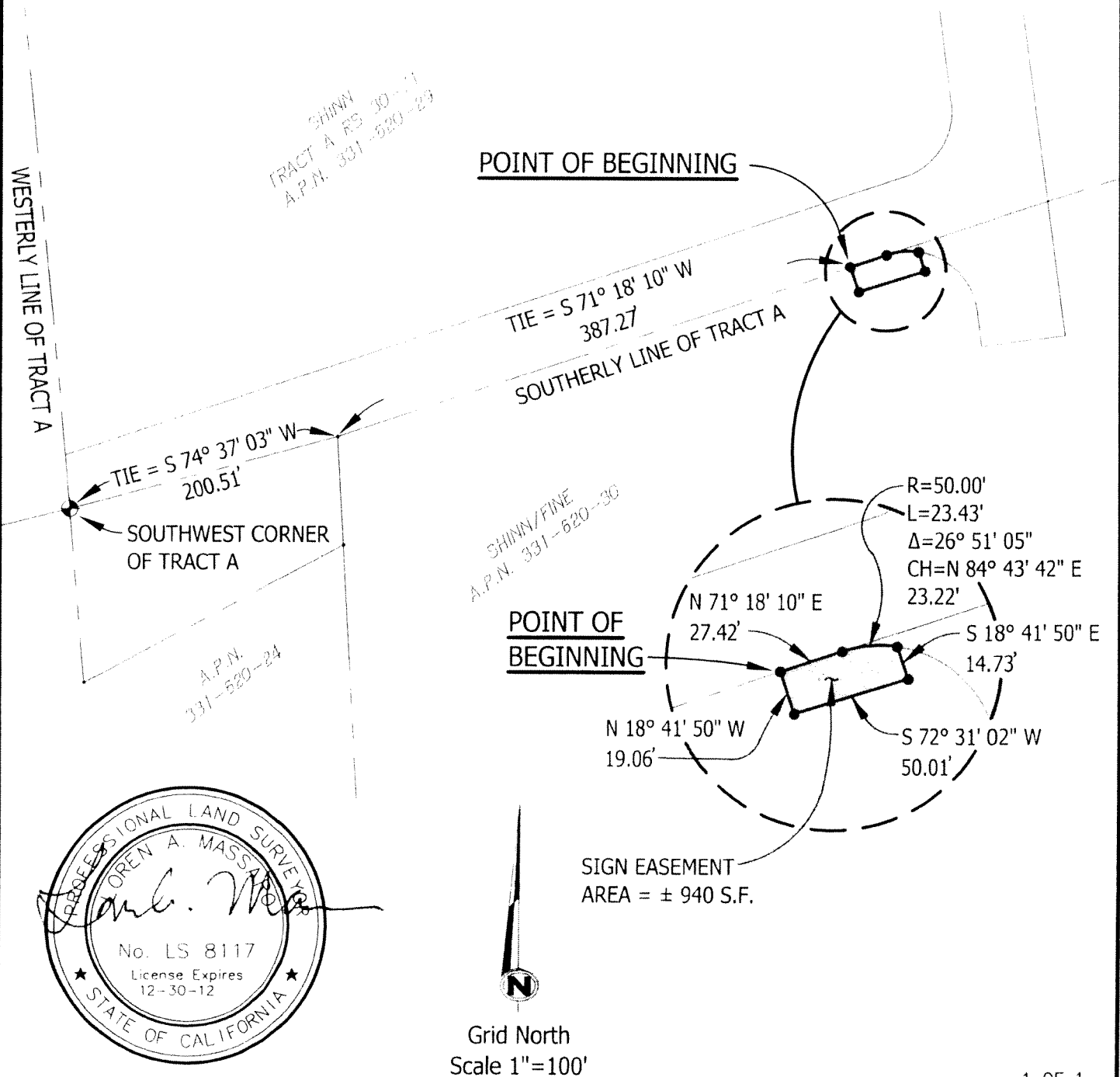
Loren A. Massaro P.L.S. 8117



Dated: 07.19.2011

EXHIBIT 'B4'

Situate in Section 34, Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that
 particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain
 document number 2007-59002, as shown on that particular Record of Survey filed in
 Book 30 of Surveys at Page 71 official records



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-30
Thomas Edson Shinn and Linda Lou Fine

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Sign Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, 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 _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT D-1

Grant of slope easement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Assessor's Parcel Number 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

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, **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction and maintenance purposes 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 'A2' AND DEPICTED IN EXHIBIT 'B2' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn Date: _____

Scott Lawrence Shinn Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A2'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Tract 1:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears South 63° 32' 26" West 176.80 feet; thence, from said POINT OF BEGINNING along said southerly right of way North 63° 32' 26" East 366.53 feet to the beginning of a curve to the right having a radius of 80.00 feet; thence leaving said right of way, along said curve through a central angle of 46° 00' 31" an arc length of 64.24 feet, said curve being subtended by a chord which bears North 86° 32' 41" East 62.53 feet; thence, South 68° 40' 11" West 159.10 feet; thence, South 63° 33' 57" West 44.50 feet; thence, South 61° 11' 51" West 117.87 feet; thence, South 69° 32' 11" West 76.65 feet; thence, South 78° 01' 33" West 28.00 feet to the POINT OF BEGINNING. Containing 0.12 acres more or less.

Together with Tract 2:

All that portion of said Tract A more particularly described as follows:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears the following two (2) courses 1) South 64° 01' 13" West 33.90 feet, and 2) South 63° 32' 26" West 730.09 feet; thence, from said POINT OF BEGINNING said southerly right of way North 64° 01' 13" East 538.69 feet; thence, North 82° 30' 51" East 29.34 feet; thence leaving said right of way, South 07° 22' 09" East 13.71 feet; thence, South 84° 14' 02" West 31.56 feet; thence, South 65° 21' 32" West 63.12 feet; thence, South 52° 31' 11" West 98.34 feet; thence, South 66° 55' 50" West 51.01 feet; thence, South 64° 45' 33" West 153.99 feet; thence, South 58° 22' 53" West 52.20 feet; thence, South 65° 26' 59" West 175.00 feet to the beginning of a non tangent curve to the right having a radius of 80.00 feet; thence along said curve through a central angle of 47° 16' 13" an arc length of 66.00 feet, said curve being subtended by a chord which bears North 40° 23' 07" East 64.15 feet to the POINT OF BEGINNING. Containing 0.33 acres more or less.

Together with Tract 3:

All that portion of said Tract A more particularly described as follows:

Beginning on the westerly line of said Tract A from which the southwesterly corner thereof bears South 04° 49' 17" East 49.86 feet; thence, from said POINT OF BEGINNING North 71° 18' 10" East 151.39 feet; thence, North 67° 32' 15" East 495.39 feet; thence, North 12° 53' 56" West 110.91 feet; thence, North 00° 44' 30" East 111.84 feet; thence, North 05° 09' 33" East 87.88 feet; thence, North 05° 48' 28" West 87.80 feet; thence, North 14° 21' 31" West 49.05 feet; thence, North 25° 57' 41" West 92.22 feet to the beginning of a non-tangent curve to the right having a radius of 80.00 feet; thence along said curve through a central angle of 27° 40' 54", an arc length of 38.65 feet, said curve being subtended by a chord which bears South 40° 19' 32" East 38.28 feet; thence, South 26° 29' 05" East 28.91 feet to the beginning of a curve to the right having a radius of 270.00 feet; thence along said curve through a central angle of 19° 09' 02", an arc length of 90.24 feet, said curve being subtended by a chord which bears South 16° 54' 34" East 89.83 feet; thence, South 07° 20' 03" East 377.94 feet to the beginning of a curve to the right having a radius of 50.00 feet; thence along said curve through a central angle of 78° 38' 13" an arc length of 68.62 feet, said curve being subtended by a chord which bears South 31° 59' 03" West 63.36 feet; thence South 71° 18' 10" West 635.52 feet to said westerly line of said Tract A; thence North 04° 49' 17" West 10.30 feet to the POINT OF BEGINNING. Containing 0.65 acres more or less.

Together with Tract 4:

All that portion of said Tract A more particularly described as follows:

Beginning on the southerly line of said Tract A from which the southwesterly corner thereof bears the following two (2) courses, 1) South 71° 18' 10" West 536.93 feet and 2) South 74° 37' 03" West 200.51 feet; thence, from said POINT OF BEGINNING North 07° 20' 03" West 457.84 feet to the beginning of a curve to the left having a radius of 330.00 feet; thence along said curve through a central angle of 19° 09' 02" an arc length of 110.30 feet, said curve being subtended by a chord which bears North 16° 54' 34" West 109.79 feet; thence, North 26° 29' 05" West 28.53 to the beginning of a curve to the right having a radius of 80.00 feet; thence along said curve through a central angle of 31° 27' 40" an arc length of 43.93 feet, said curve being subtended by a chord which bears North 10° 45' 15" West 43.38 feet; thence, South 28° 31' 05" East 101.86 feet; thence, South 13° 43' 22" East 70.66 feet; thence, , South 08° 04' 06" East 120.35 feet; thence, South 24° 40' 14" East 95.10 feet; thence, South 11° 09' 51" East 79.74 feet; thence, South 05° 26' 40" West 183.16 feet to said southerly line of said Parcel A; thence, South 71° 18' 10" West 9.34 feet the POINT OF BEGINNING. Containing 0.36 acres more or less.

See Exhibit 'B2', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said Tract A as a slope easement for road purposes.

Loren A. Massaro

Loren A. Massaro P.L.S. 8117

Dated: 09.26.2011



EXHIBIT 'B2'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
El Dorado County, State of California, being a portion of Tract A of that particular
Record of Survey filed in Book 30 of Surveys at Page 71 official records

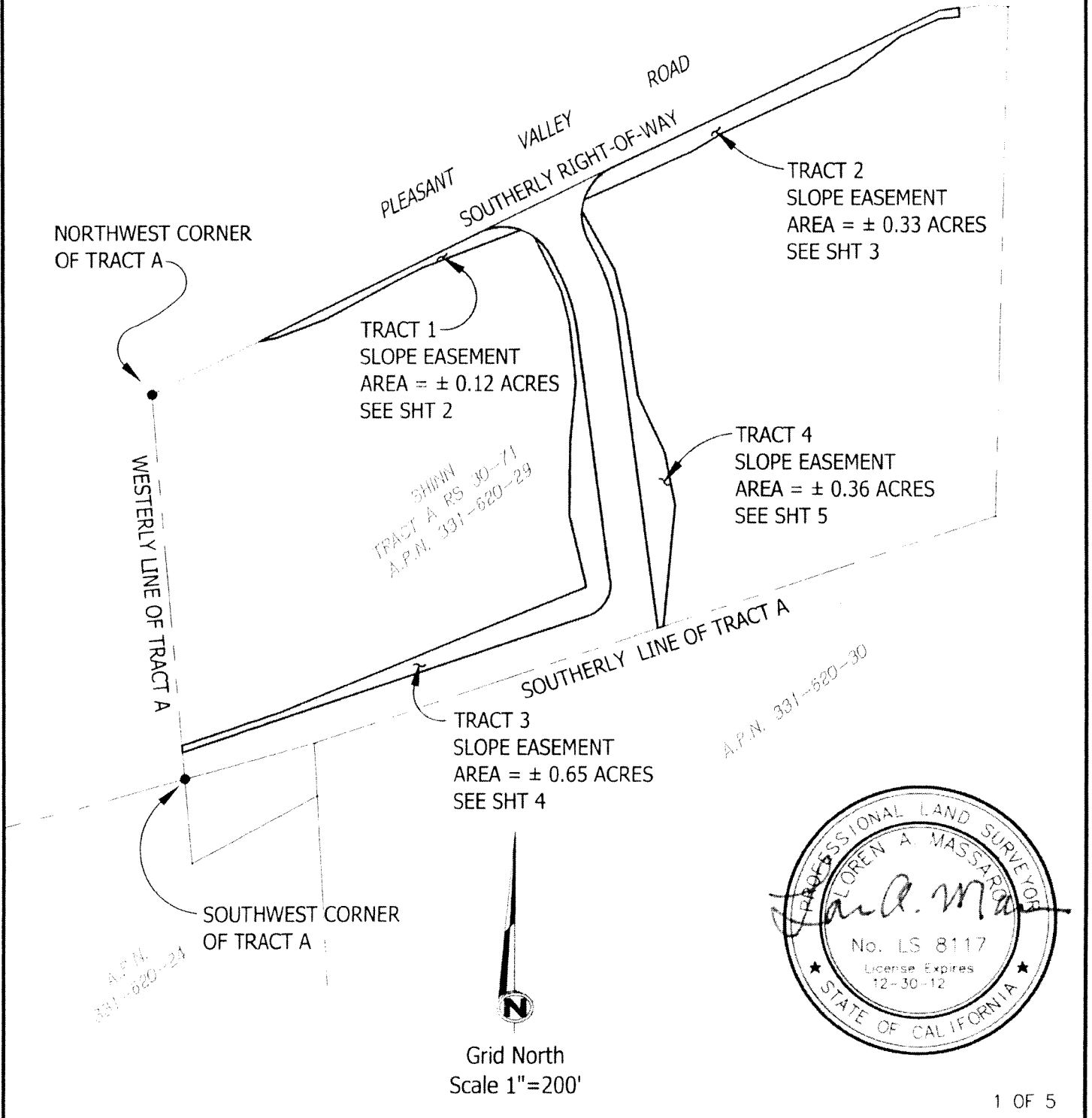


EXHIBIT 'B2'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records

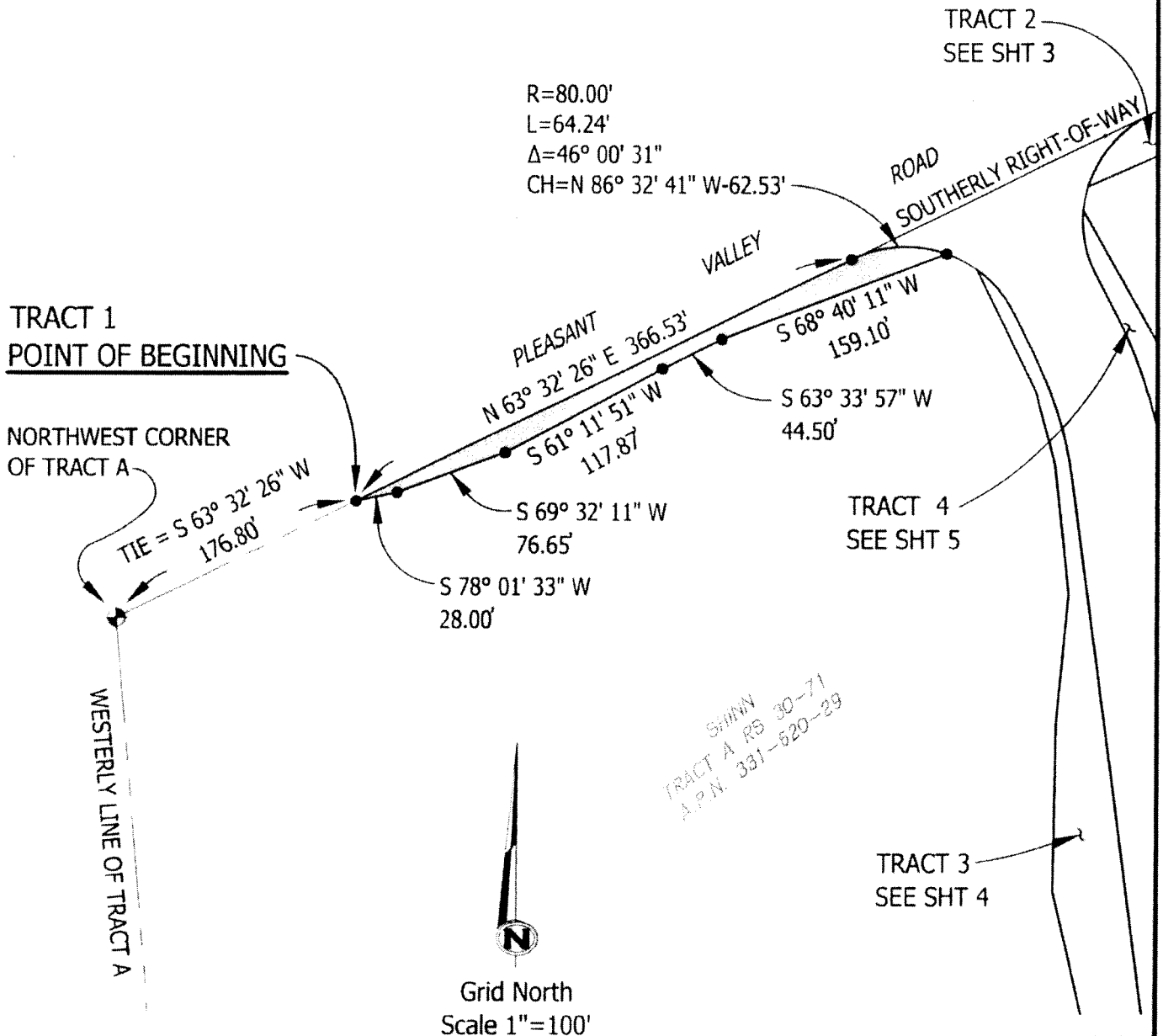
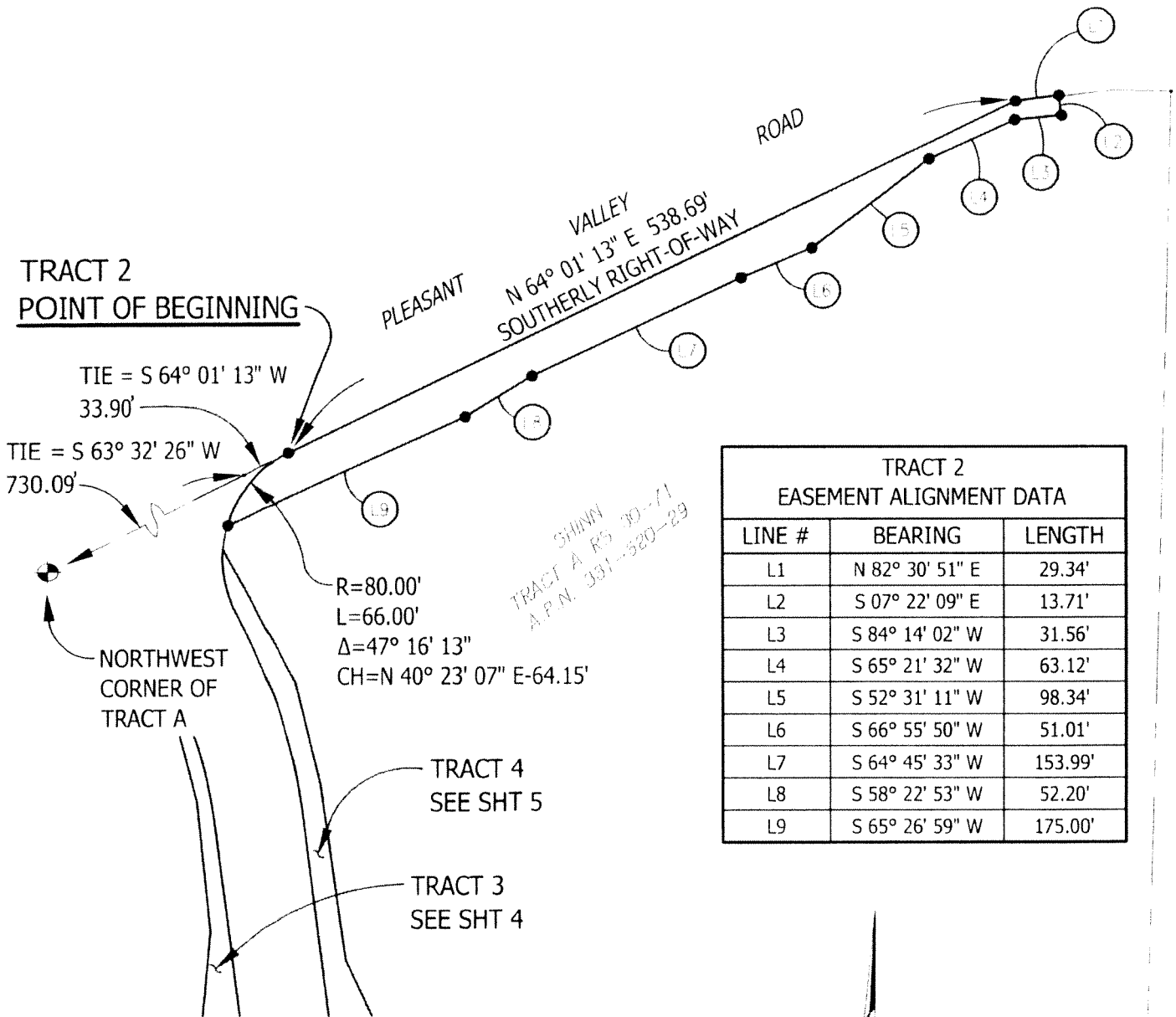


EXHIBIT 'B2'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records



TRACT 2 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	N 82° 30' 51" E	29.34'
L2	S 07° 22' 09" E	13.71'
L3	S 84° 14' 02" W	31.56'
L4	S 65° 21' 32" W	63.12'
L5	S 52° 31' 11" W	98.34'
L6	S 66° 55' 50" W	51.01'
L7	S 64° 45' 33" W	153.99'
L8	S 58° 22' 53" W	52.20'
L9	S 65° 26' 59" W	175.00'

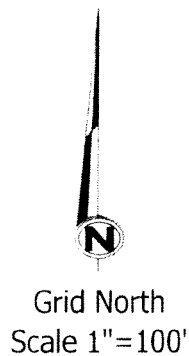


EXHIBIT 'B2'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
El Dorado County, State of California, being a portion of Tract A of that particular
Record of Survey filed in Book 30 of Surveys at Page 71 official records

TRACT 3 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L10	N 71° 18' 10" E	151.39'
L11	N 67° 32' 15" E	495.39'
L12	N 12° 53' 56" W	110.91'
L13	N 00° 44' 30" E	111.84'
L14	N 05° 09' 33" E	87.88'
L15	N 05° 48' 28" W	87.80'
L16	N 14° 21' 31" W	49.05'
L17	N 25° 57' 41" W	92.22'
L18	S 26° 29' 05" E	28.91'
L19	S 07° 20' 03" E	377.94'
L20	S 71° 18' 10" W	635.52'
L21	N 04° 49' 17" W	10.30'

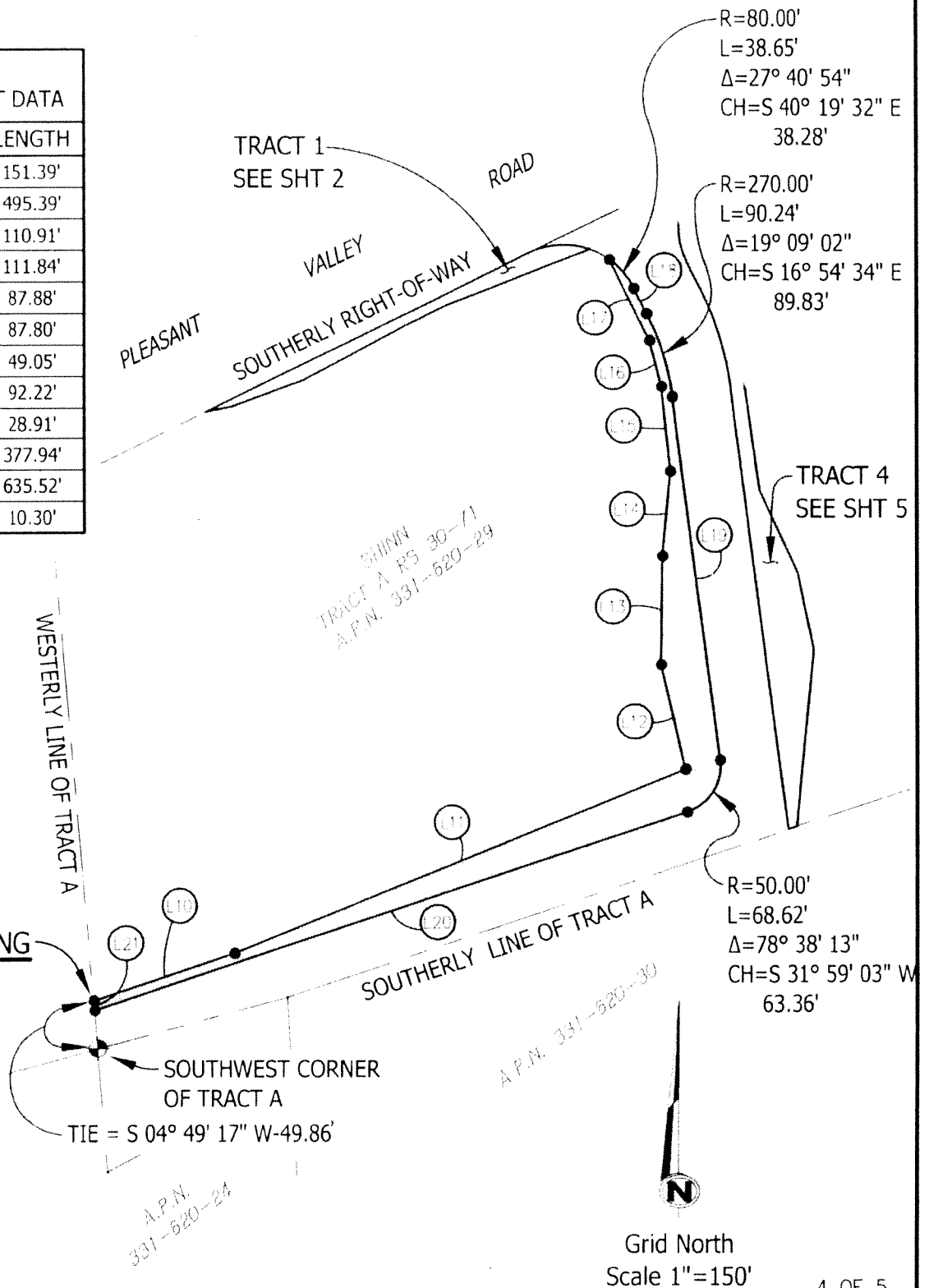
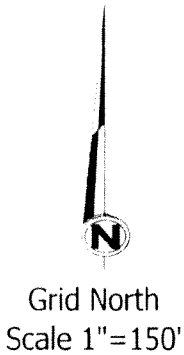


EXHIBIT 'B2'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records



R=80.00'
 L=43.93'
 $\Delta=31^\circ 27' 40''$
 CH=N 10° 45' 15" W - 43.38'

TRACT 1
 SEE SHT 2

PLEASANT VALLEY ROAD
 SOUTHERLY RIGHT-OF-WAY

TRACT 2
 SEE SHT 3

TRACT 4 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L22	N 07° 20' 03" W	457.84'
L23	N 26° 29' 05" W	28.53'
L24	S 28° 31' 05" E	101.86'
L25	S 13° 43' 22" E	70.66'
L26	S 08° 04' 06" E	120.35'
L27	S 24° 40' 14" E	95.10'
L28	S 11° 09' 51" E	79.74'
L29	S 05° 26' 40" W	183.16'
L30	S 71° 18' 10" W	9.34'

R=330.00'
 L=110.30'
 $\Delta=19^\circ 09' 02''$
 CH=N 16° 54' 34" W
 109.79'

SHINY
 TRACT A RS 30-71
 A.P.N. 331-620-29

TRACT 3
 SEE SHT 4

SOUTHWEST
 CORNER OF
 TRACT A

TIE = S 74° 37' 03" W
 200.51'

SOUTHERLY LINE OF TRACT A
 TIE = S 71° 18' 10" W 536.93'

A.P.N. 331-620-30

TRACT 4
POINT OF
 BEGINNING

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Slope Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, 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 _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT D-2

Grant of slope and drainage easement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Assessor's Parcel Number 331-620-30
Thomas Edson Shinn and Linda Lou Fine

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 AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction and maintenance of drainage facilities 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 'A2' AND DEPICTED IN EXHIBIT 'B2' ATTACHED HERTO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn Date: _____

Linda Lou Fine Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A2'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain document number 2007-59002, as shown on that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Beginning on the southerly line of Tract A as shown on said Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state, from which the southwesterly corner thereof bears the South 74° 37' 03" West 200.51 feet; thence, from said POINT OF BEGINNING, along said southerly line North 71° 18' 10" East 414.69 feet to the beginning of a curve to the right having a radius of 50.00 feet; thence, leaving said southerly line, along said curve through a central angle of 101° 21' 47" an arc length of 88.46 feet, said curve being subtended by a chord which bears South 58° 00' 57" East 77.36 feet; thence, South 07° 20' 03" East 25.24 feet; thence, North 82° 39' 57" East 60.00 feet; thence, North 07° 20' 03" West 98.35 feet to said southerly line; thence along said line North 71° 18' 10" East 9.34 feet; thence, leaving said line, South 12° 25' 03" East 119.68 feet; thence, South 85° 25' 47" West 48.32 feet; thence, thence, South 07° 20' 03" East 28.75 feet; thence, South 82° 39' 57" West 15.00 feet; thence, North 07° 20' 03" West 29.47 feet; thence, South 85° 25' 47" West 26.78 feet; thence, North 07° 18' 32" West 53.97 feet to the beginning of a curve to the left having a radius of 20.00 feet; thence, along said curve through a central angle of 100° 10' 26" an arc length of 34.97 feet, said curve being subtended by a chord which bears North 57° 23' 45" West 30.68 feet; thence, South 72° 31' 02" West 119.98 feet; thence, South 69° 40' 40" West 270.02 feet; thence, South 74° 30' 16" West 53.68 feet; thence, North 03° 09' 09" West 23.08 feet to the POINT OF BEGINNING. Containing 0.30 acres more or less. See Exhibit 'B2', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said real property for slope and drainage easement purposes.

Loren A. Massaro 06.06.2011

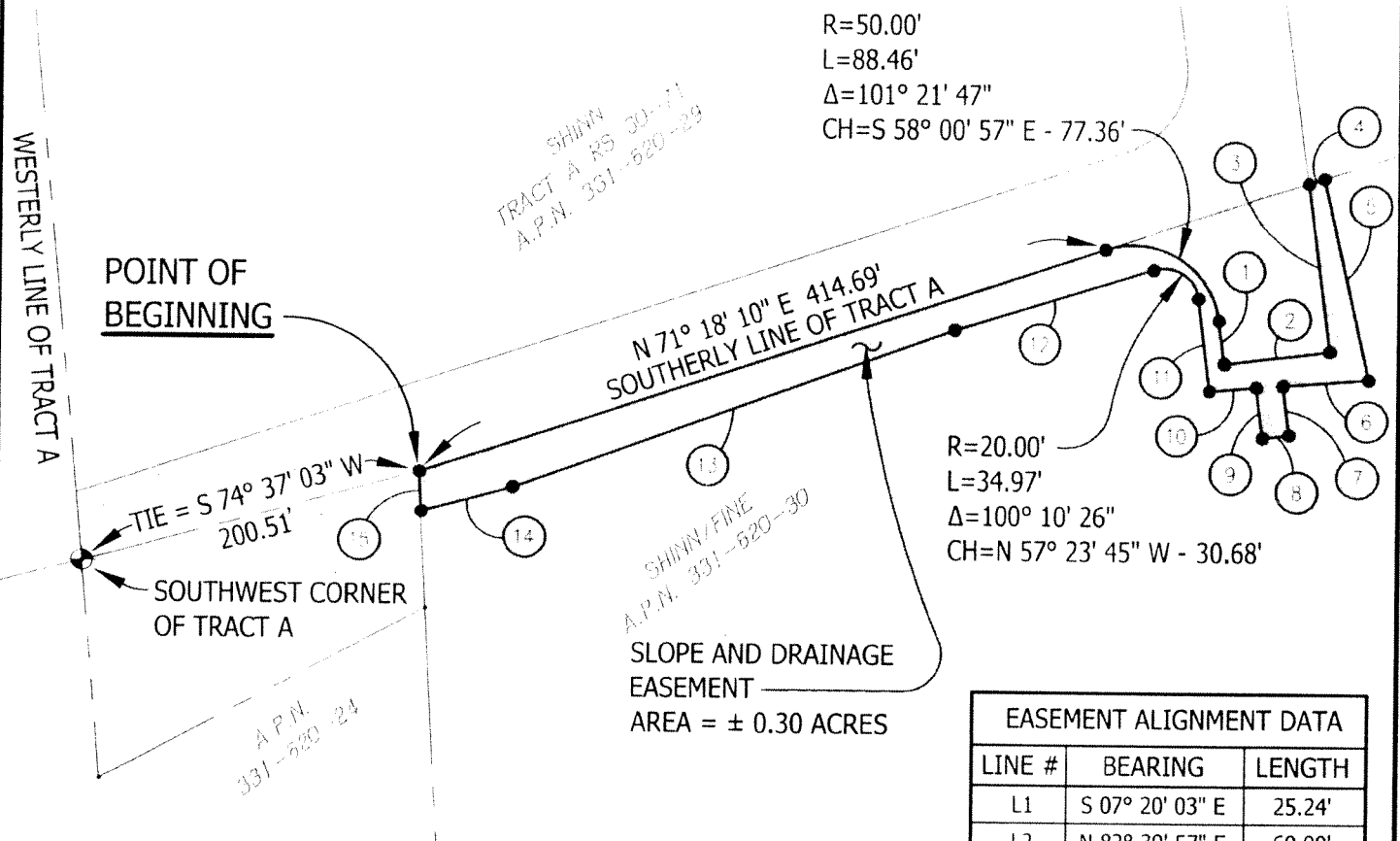
Loren A. Massaro P.L.S. 8117



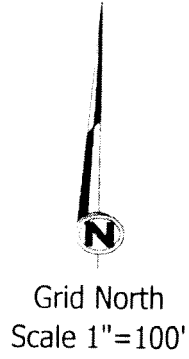
1 of 1

EXHIBIT 'B2'

Situate in Section 34, Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that
 particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain
 document number 2007-59002, as shown on that particular Record of Survey filed in
 Book 30 of Surveys at Page 71 official records



EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	S 07° 20' 03" E	25.24'
L2	N 82° 39' 57" E	60.00'
L3	N 07° 20' 03" W	98.35'
L4	N 71° 18' 10" E	9.34'
L5	S 12° 25' 03" E	119.68'
L6	S 85° 25' 47" W	48.32'
L7	S 07° 20' 03" E	28.75'
L8	S 82° 39' 57" W	15.00'
L9	N 07° 20' 03" W	29.47'
L10	S 85° 25' 47" W	26.78'
L11	N 07° 18' 32" W	53.97'
L12	S 72° 31' 02" W	119.98'
L13	S 69° 40' 40" W	270.02'
L14	S 74° 30' 16" W	53.68'
L15	N 03° 09' 09" W	23.08'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-30
Thomas Edson Shinn and Linda Lou Fine

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated XXXXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, 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 _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT E-1

Grant of temporary construction easement

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: 331620-29
Thomas Edson Shinn and Scott Lawrence Shinn

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Placerville Animal Services Facility
W.O. # 90600

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN, hereinafter referred to as "Grantor," grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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:

DESCRIBED IN EXHIBIT 'A3' AND DEPICTED IN EXHIBIT 'B3' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

1. For good and valuable consideration, as more specifically described in the Easement Exchange Agreement entered into by Grantor and Grantee dated _____, 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 he is the owner of the property described in Exhibit A3 and depicted on the map in Exhibit B3 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 Placerville Animal Services Facility Project. 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 Placerville Animal Services Facility Project. 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

Exhibit 'A3'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Tract 1:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears South 63° 32' 26" West 136.82 feet; thence, from said POINT OF BEGINNING along said southerly right of way, North 63° 32' 26" East 39.98 feet; thence leaving said right of way, North 78° 01' 33" East 28.00 feet; thence, North 69° 32' 11" East 76.65 feet; thence, North 61° 11' 51" East 117.87 feet; thence, North 63° 33' 57" East 44.50 feet; thence, North 68° 40' 11" East 159.10 feet to the beginning of a curve to the right having a radius of 80.00 feet; thence along said curve through a central angle of 09° 59' 24", an arc length of 13.95 feet, said curve being subtended by a chord which bears South 65° 27' 21" East 13.93 feet; thence, South 68° 40' 11" West 168.36 feet; thence, South 63° 33' 57" West 43.85 feet; thence, South 61° 11' 51" West 118.39 feet; thence, South 69° 32' 11" West 78.12 feet; thence, South 78° 01' 33" West 67.45 feet to the POINT OF BEGINNING. Containing 4,514 square feet more or less.

Together with Tract 2:

All that portion of said Tract A more particularly described as follows:

Beginning on the southerly right of way of Pleasant Valley Road from which the northwesterly corner of said Tract A bears the following three (3) courses, 1) South 82° 30' 51" West 29.34 feet, 2) South 64° 01' 13" West 538.69 feet, and 3) South 63° 32' 26" West 730.09 feet; thence, from said POINT OF BEGINNING, along said right of way line, North 82° 30' 51" East 10.00 feet; thence, leaving said right of way line South 07° 22' 09" East 24.01 feet; thence, South 84° 14' 02" West 40.18 feet; thence, South 65° 21' 32" West 60.33 feet; thence, South 52° 31' 11" West 98.48 feet; thence, South 66° 55' 50" West 52.08 feet; thence, South 64° 45' 33" West 153.25 feet; thence, South 58° 22' 53" West 52.27 feet; thence, South 65° 26' 59" West 183.10 feet to the beginning of a non tangent curve to the right having a radius of 80.00 feet; thence along said curve through a central angle of 08° 57' 22" an arc length of 12.50 feet, said curve being subtended by a chord which bears North 12° 16' 19" East 12.49 feet; thence, North 65° 26' 59" East 175.00 feet; thence, North 58° 22' 53" East 52.20 feet; thence, North 64° 45' 33" East 153.99 feet; thence, North 66° 55' 50" East 51.01 feet; thence, , North 52° 31' 11" East 98.34 feet; thence, North 65° 21' 32" East

63.12 feet; thence, North 84° 14' 02" East 31.56 feet; thence, North 07° 22' 09" West 13.71 feet to the POINT OF BEGINNING. Containing 6,515.20 square feet more or less.

Together with:

All that portion of said Tract A more particularly described as follows:

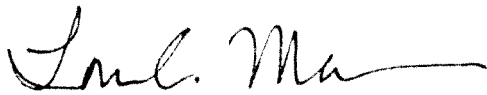
A strip of land 30.00 feet in width lying parallel with and adjacent to the Westerly line of said Tract A; the sideline of said strip to be lengthened or shortened as necessary to terminate at the northerly and southerly line of said Tract. Containing 0.40 acres more or less.

See Exhibit 'B3', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said Tract A as an easement for construction purposes.



Loren A. Massaro P.L.S. 8117

Dated: 07.19.2011



EXHIBIT 'B3'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
El Dorado County, State of California, being a portion of Tract A of that particular
Record of Survey filed in Book 30 of Surveys at Page 71 official records

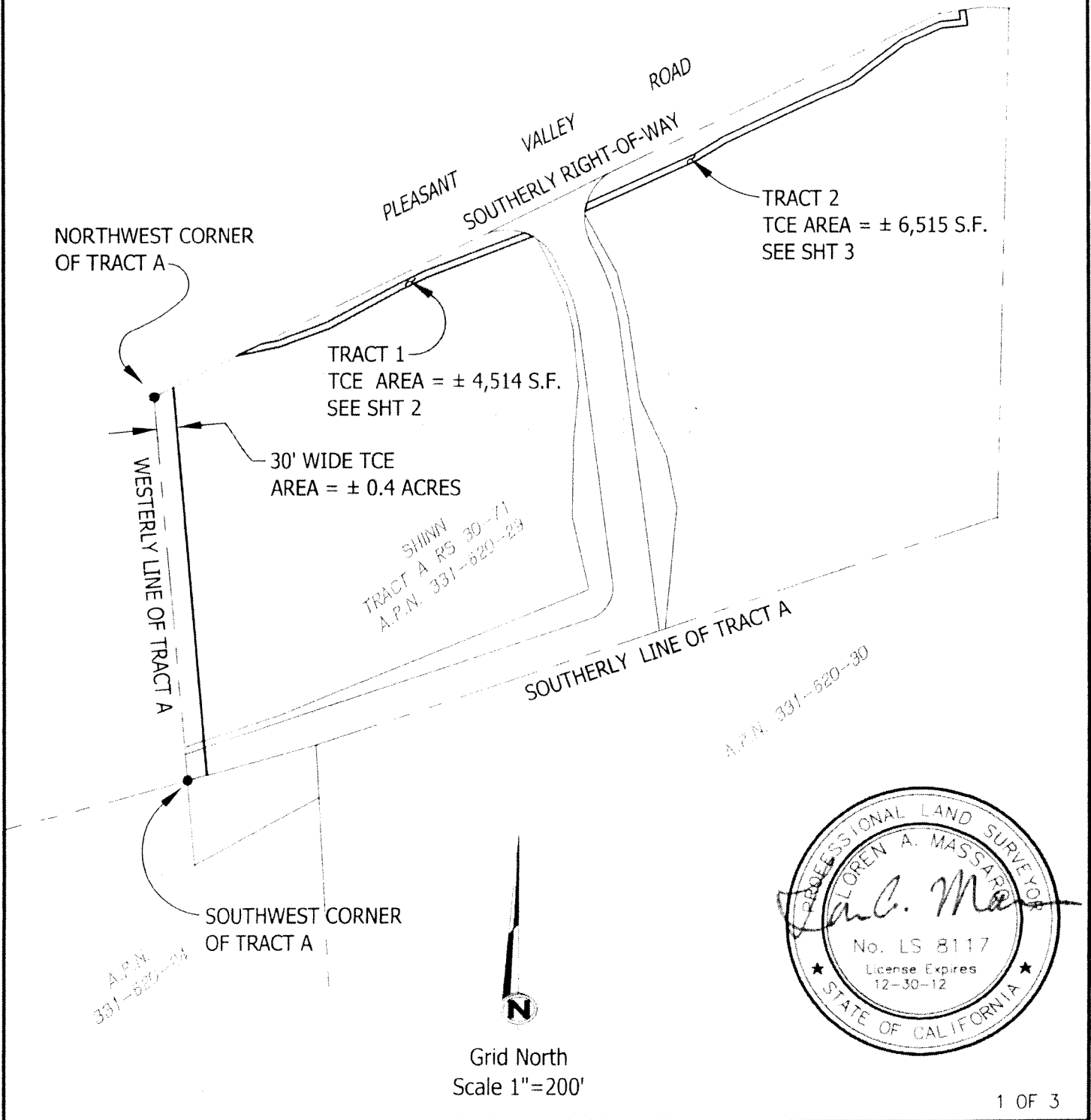


EXHIBIT 'B3'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records

TRACT 1 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	N 63° 32' 26" E	39.98'
L2	N 78° 01' 33" E	28.00'
L3	N 69° 32' 11" E	76.65'
L4	N 61° 11' 51" E	117.87'
L5	N 63° 33' 57" E	44.50'
L6	N 68° 40' 11" E	159.10'
L7	S 68° 40' 11" W	168.36'
L8	S 63° 33' 57" W	43.85'
L9	S 61° 11' 51" W	118.39'
L10	S 69° 32' 11" W	78.12'
L11	S 78° 01' 33" W	67.45'

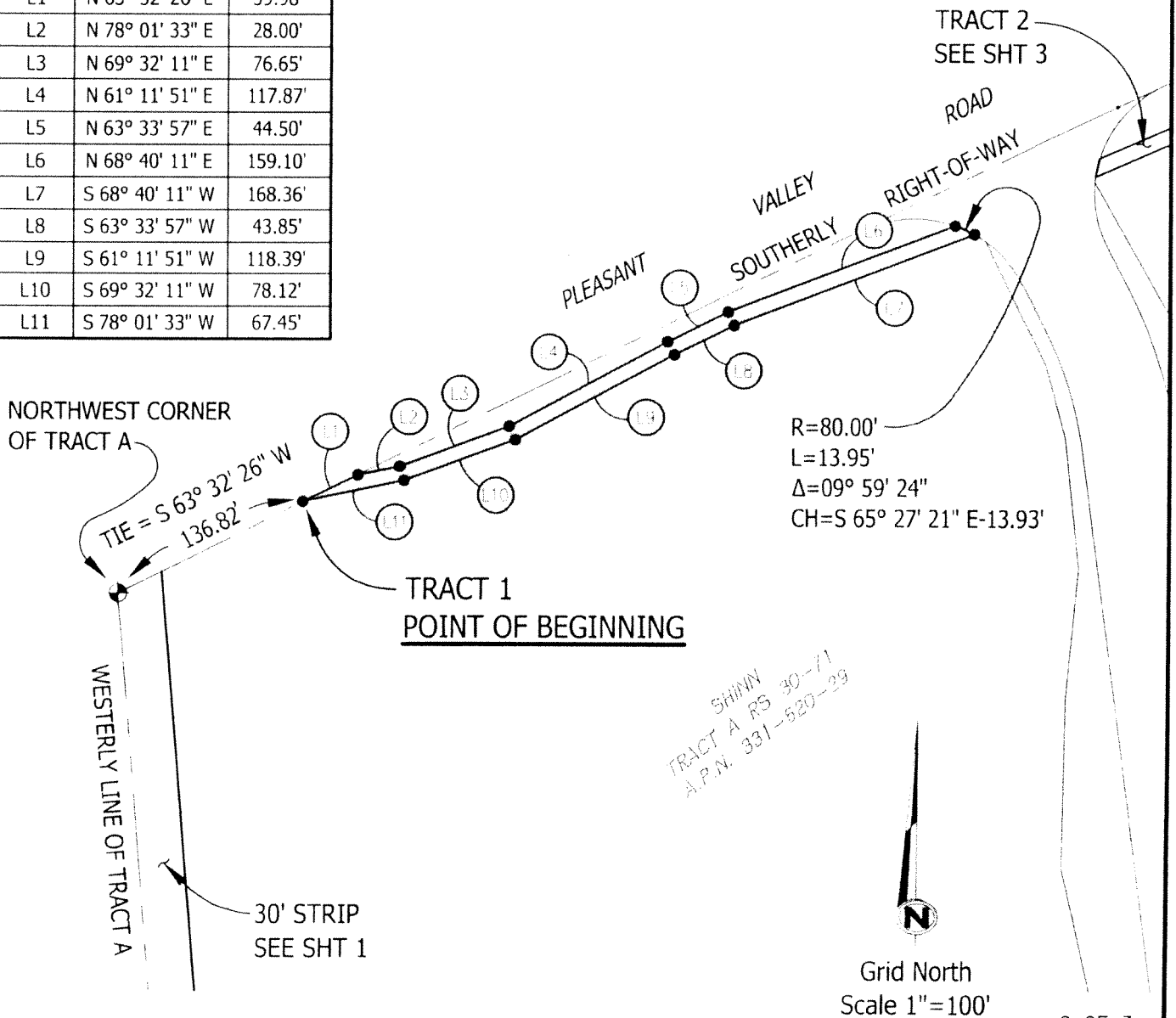


EXHIBIT 'B3'

Situate in Section 34 Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract A of that particular
 Record of Survey filed in Book 30 of Surveys at Page 71 official records

TRACT 2 POINT OF BEGINNING

TIE = S 82° 30' 51" W 29.34'

ROAD

PLEASANT VALLEY
 TIE = S 64° 01' 13" W 538.69'
 SOUTHERLY RIGHT-OF-WAY

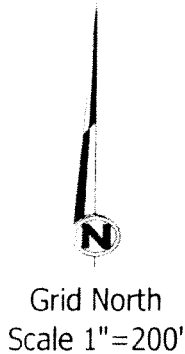
TIE = S 63° 32' 26" W
 730.09'

NORTHWEST
 CORNER OF
 TRACT A

R=80.00'
 L=12.50'
 $\Delta=08^{\circ} 57' 22''$
 CH=N 12° 16' 19" E-12.49'

SHINNY
 TRACT A RS 30-71
 A.P.N. 331-620-29

TRACT 2 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L12	N 82° 30' 51" E	10.00'
L13	S 07° 22' 09" E	24.01'
L14	S 84° 14' 02" W	40.18'
L15	S 65° 21' 32" W	60.33'
L16	S 52° 31' 11" W	98.48'
L17	S 66° 55' 50" W	52.08'
L18	S 64° 45' 33" W	153.25'
L19	S 58° 22' 53" W	52.27'
L20	S 65° 26' 59" W	183.10'
L21	N 65° 26' 59" E	175.00'
L22	N 58° 22' 53" E	52.20'
L23	N 64° 45' 33" E	153.99'
L24	N 66° 55' 50" E	51.01'
L25	N 52° 31' 11" E	98.34'
L26	N 65° 21' 32" E	63.12'
L27	N 84° 14' 02" E	31.56'
L28	N 07° 22' 09" W	13.71'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-29
Thomas Edson Shinn and Scott Lawrence Shinn

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated XXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and SCOTT LAWRENCE SHINN, A MARRIED MAN**, 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 _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT E-2

Grant of temporary construction easement

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: 331620-30
Thomas Edson Shinn and Linda Lou Shinn

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Placerville Animal Services Facility
W.O. # 90600

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN, hereinafter referred to as "Grantor," grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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:

DESCRIBED IN EXHIBIT 'A3' AND DEPICTED IN EXHIBIT 'B3' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

1. For good and valuable consideration, as more specifically described in the Easement Exchange Agreement entered into by Grantor and Grantee dated _____, 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 he is the owner of the property described in Exhibit A3 and depicted on the map in Exhibit B3 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 Placerville Animal Services Facility Project. 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 Placerville Animal Services Facility Project. 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.

4. 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.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2011.

GRANTOR

Thomas Edson Shinn Date: _____

Linda Lou Fine Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A3'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain document number 2007-59002, as shown on that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

Beginning on the southerly line of Tract A as shown on said Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state, from which the southwesterly corner thereof bears the following two (2) courses, 1) South 71° 18' 10" West 546.27 feet and 2) South 74° 37' 03" West 200.51 feet; thence, from said POINT OF BEGINNING, along said southerly line, North 71° 18' 10" East 10.06 feet; thence, leaving said line, South 12° 25' 03" East 161.96 feet; thence, South 85° 25' 47" West 103.75 feet; thence North 07° 18' 32" West 39.48 feet; thence, North 85° 25' 47" East 26.78 feet; South 07° 20' 03" East 29.47 feet; thence, North 82° 39' 57" East 15.00 feet; thence, North 07° 20' 03" West 28.74 feet; thence, North 85° 25' 47" East 48.32 feet; thence, North 12° 25' 03" West 119.68 feet to the POINT OF BEGINNING. Containing 4,794 square feet more or less.

See Exhibit 'B3', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearings for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999870 to obtain ground distances.

The purpose of this description is to describe those portions of said real property as an easement for construction purposes.

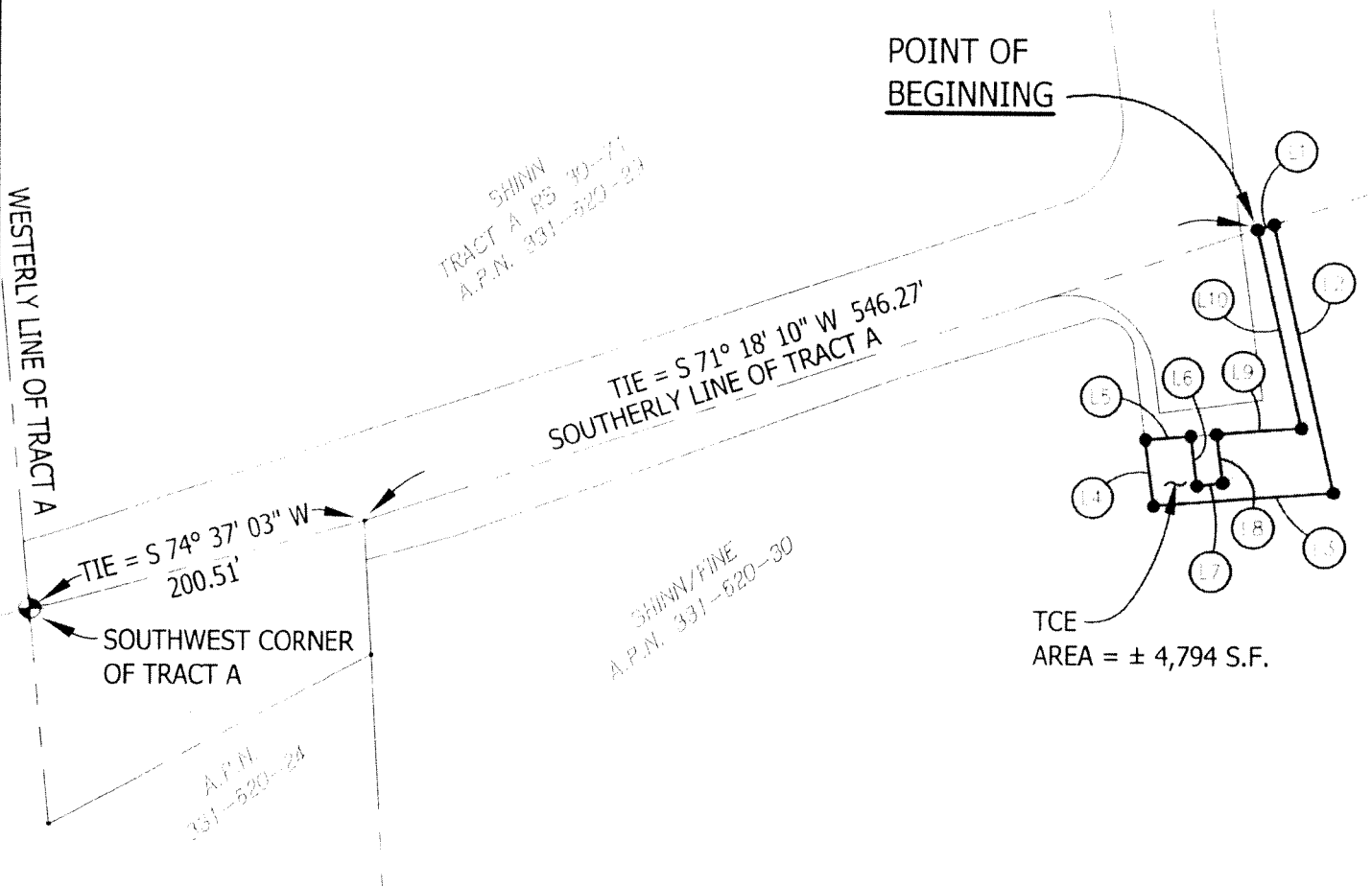

Loren A. Massaro P.L.S. 8117

Dated: 06.06.2011

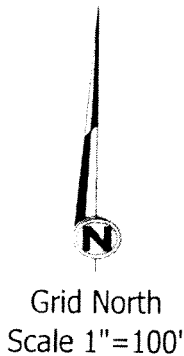


EXHIBIT 'B3'

Situate in Section 34, Township 10 North, Range 10 East, M.D.M. ,
 El Dorado County, State of California, being a portion of Tract 1 and Tract 2 of that
 particular Record of Survey filed in Book 26 of Surveys at Page 117 and that certain
 document number 2007-59002, as shown on that particular Record of Survey filed in
 Book 30 of Surveys at Page 71 official records



EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	N 71° 18' 10" E	10.06'
L2	S 12° 25' 03" E	161.96'
L3	S 85° 25' 47" W	103.75'
L4	N 07° 18' 32" W	39.48
L5	N 85° 25' 47" E	26.78'
L6	S 07° 20' 03" E	29.47'
L7	N 82° 39' 57" E	15.00'
L8	N 07° 20' 03" W	28.74'
L9	N 85° 25' 47" E	48.32'
L10	N 12° 25' 03" W	119.68'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 331-620-30
Thomas Edson Shinn and Linda Lou Fine

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated XXXXXXXXXX, 2011 from **THOMAS EDSON SHINN, AN UNMARRIED MAN and LINDA LOU FINE, A MARRIED WOMAN**, 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 _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT F

Quitclaim of “Old Easements”

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

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as the "Grantor," hereby remise, release, and forever quitclaim to **THOMAS EDSON SHINN, AN UNMARRIED MAN AND SCOTT LAWRENCE SHINN, A MARRIED MAN**, hereinafter referred to as the "Grantee," all that real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their name on this _____ day of _____, 2011.

GRANTOR

Raymond J. Nutting, Chair
Board of Supervisors
Date: _____

ATTEST:
SUZANNE ALLEN DE SANCHEZ
Clerk of the Board

Deputy Clerk
Date: _____

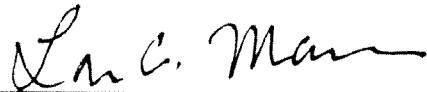
Exhibit 'A'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

That portion of said Tract A described in that certain document number 2006-76807 official records said county and state, identified as Road 'A' and Road 'B' in said document.

END OF DESCRIPTION

The purpose of this description is to describe those portions of said Tract A previously granted as easements, for the purpose of abandonment.



Loren A. Massaro P.L.S. 8117

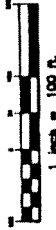
Dated: 06-26-2011



Record of Survey

BEING PORTIONS OF TRACTS 1 & 2
OF R.S. 29-124 AND BEING A PORTION OF THE
N.W. 1/4 OF SECTION 34, T. 19 N., R. 19 E., MD.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
APRIL, 28TH 1997
SHEET 1 OF 1

CARLTON ENGINEERING INC.



SURVEYOR'S STATEMENT

I, CARLTON ENGINEERING INC., A LIMITED LIABILITY COMPANY, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE RESIDENCE OF THOMAS SHINN IN PERMANENT, 2007.



Carlton Engineering Inc.
JAMES C. WILSON - L.S. 2003
L.S. EXP. DATE: 08-31-2008

COUNTY SURVEYOR'S STATEMENT

THIS SURVEY WAS MADE IN ACCORDANCE WITH SECTION 26077 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 13TH DAY OF APRIL, 2007.



DANA W. S. RUSK
DANA W. RUSK, L.S. 679 LICENSE EXPIRES 8-31-07
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

COUNTY RECORDER'S STATEMENT

THIS MAP IS FILED IN BOOK 52000 OF RECORDS AT PAGE 10116 AT THE REQUEST OF THOMAS SHINN.

DOCUMENT No. 20007-572007

WILLIAM E. SCHUBERTZ
COUNTY RECORDER, CLERK
COUNTY OF EL DORADO, CALIFORNIA

By: *William E. Schubertz*

NOTES

- THE PURPOSE OF THIS SURVEY IS TO DELINEATE AND SHOW THE ADJUSTMENT OF THE LOT LINE ADJUSTMENT PER THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT.
- EXISTING ALL IN ONE ADJUSTMENT DOES NOT EXHIBIT A LOT LINE CORRECTION IN BOTH LINE OF DESCRIPTIONS. THE CORRECTION SHOULD BE MADE IN BOTH "EAST" AND "WEST" LINE OF DESCRIPTIONS. THE LINE OF DESCRIPTION SHOULD READ "4894.91 FT" BEARS WEST IN DESCRIPTION.
- THE ADJUSTMENT IN DOC 07-18728 IN EXHIBIT B IN THE FIRST LINE OF "EAST" DESCRIPTION SHOULD BE "SOUTH 89° 50' 00" WEST" BEARS WEST IN DESCRIPTION TO MATCH THE BEARING COURSE IN EXHIBIT A-1.

LEGEND

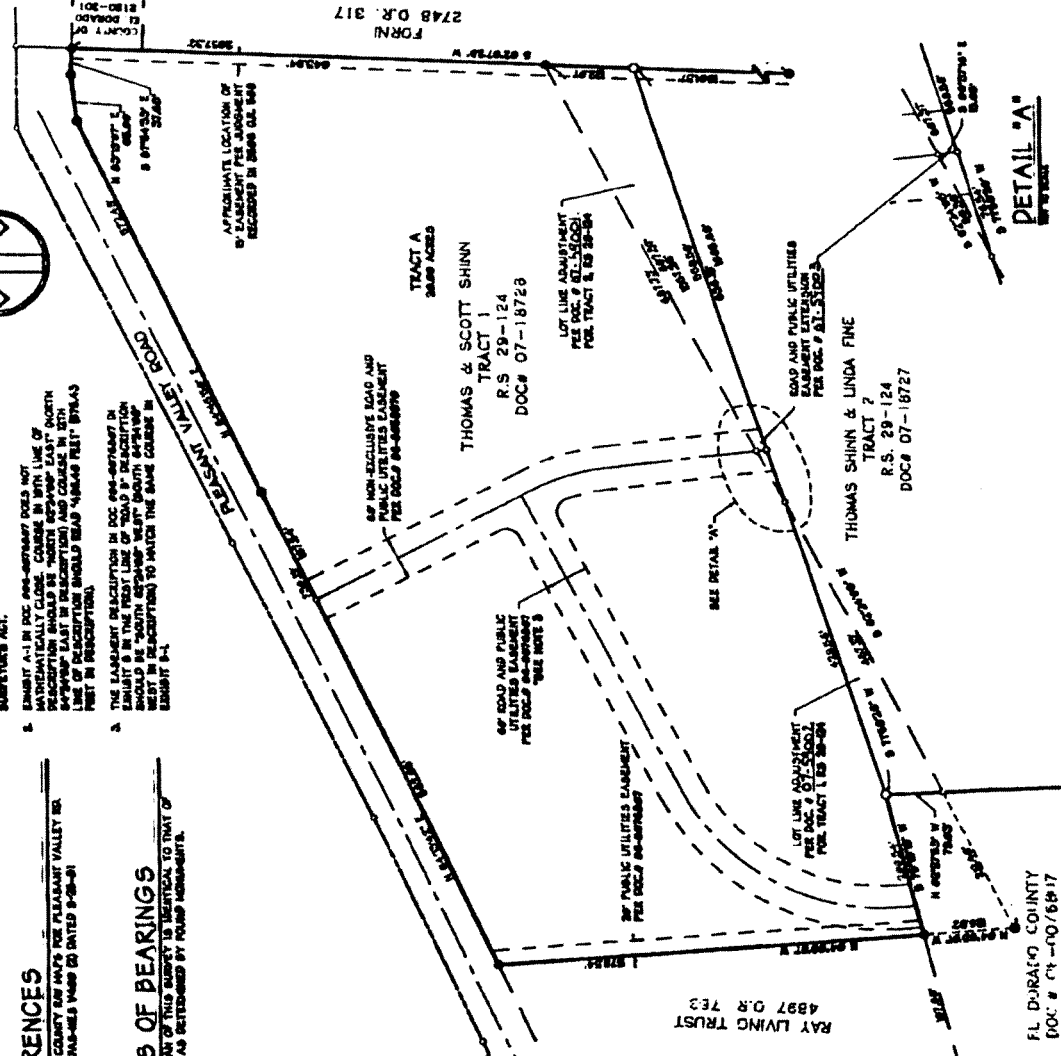
- PERMANENT POINT - METAL ROD OR SET
- SET OF STAKES - L.S. 4640 2007
- FOUND SURV. OR STAKES - L.S. 4640 2007

REFERENCES

- 1. DODD COUNTY MAP SHOWS THE PLANNED VALLEY DR.
- 2. L.S. 1017 - 1/4 ACRES TRACT 10 DATED 9-28-81
- 3. L.S. 24-39
- 4. L.S. 24-39

BASIS OF BEARINGS

THE BEARING OF THIS SURVEY IS IDENTICAL TO THAT OF L.S. 24-39 AS ESTABLISHED BY FOUND INSTRUMENTS.



DETAIL "A"
SEE PAGE 10116

PLAT 86-2008, APPROVED JANUARY 24, 2007. FURTHER ADJUSTMENTS PERMITTED UNDER 20-2007-21 AND A PORTION OF 20-18728-12

FL DORADO COUNTY
DOC # 07-18728
SEE NOTE 3

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

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as the "Grantor," hereby remise, release, and forever quitclaim to **THOMAS EDSON SHINN, AN UNMARRIED MAN AND LINDA LOU FINE, A MARRIED WOMAN**, hereinafter referred to as the "Grantee," all that real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their name on this _____ day of _____, 2011.

GRANTOR

Raymond J. Nutting, Chair
Board of Supervisors
Date: _____

ATTEST:
SUZANNE ALLEN DE SANCHEZ
Clerk of the Board

Deputy Clerk
Date: _____

Exhibit 'A'

All that certain real property situate in Section 34, Township 10 North, Range 10 East, M.D.M. , El Dorado County, State of California, being a portion of Tract A of that particular Record of Survey filed in Book 30 of Surveys at Page 71 official records said county and state more particularly described as follows:

That portion of said Tract A, described in that certain document number 2006-59870 official records said county and state, identified as a 60.00 foot wide strip in said document.

Together with:

That portion of said Tract A, described in that certain document number 2007-59003 official records said county and state, identified as a 60.00 foot wide strip in said document.

END OF DESCRIPTION

The purpose of this description is to describe those portions of said Tract A previously granted as an easement; for the purpose of abandonment.

Loren A. Massaro

Loren A. Massaro P.L.S. 8117

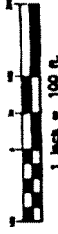
Dated: 09.29.2011



Record of Survey

BEING PORTIONS OF TRACTS 1 & 2
OF R.S. 29-124 AND BEING A PORTION OF THE
N.W. 1/4 OF SECTION 34, T. 19 N., R. 19 E., M.D.M.
COUNTY OF EL DORADO STATE OF CALIFORNIA
APRIL, 2007 1"=100'

CARLTON ENGINEERING INC.



SURVEYOR'S STATEMENT

I, JOHN C. WILSON, LICENSED SURVEYOR NO. 4452, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN COMPLIANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE SIGNATURE OF JOHN C. WILSON IN PERSON ON APRIL 2, 2007.



John C. Wilson
JOHN C. WILSON - L.S. 4452
L.S. EXP. DATE: 08-28-08

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 25007 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 13TH DAY OF APRIL, 2007.

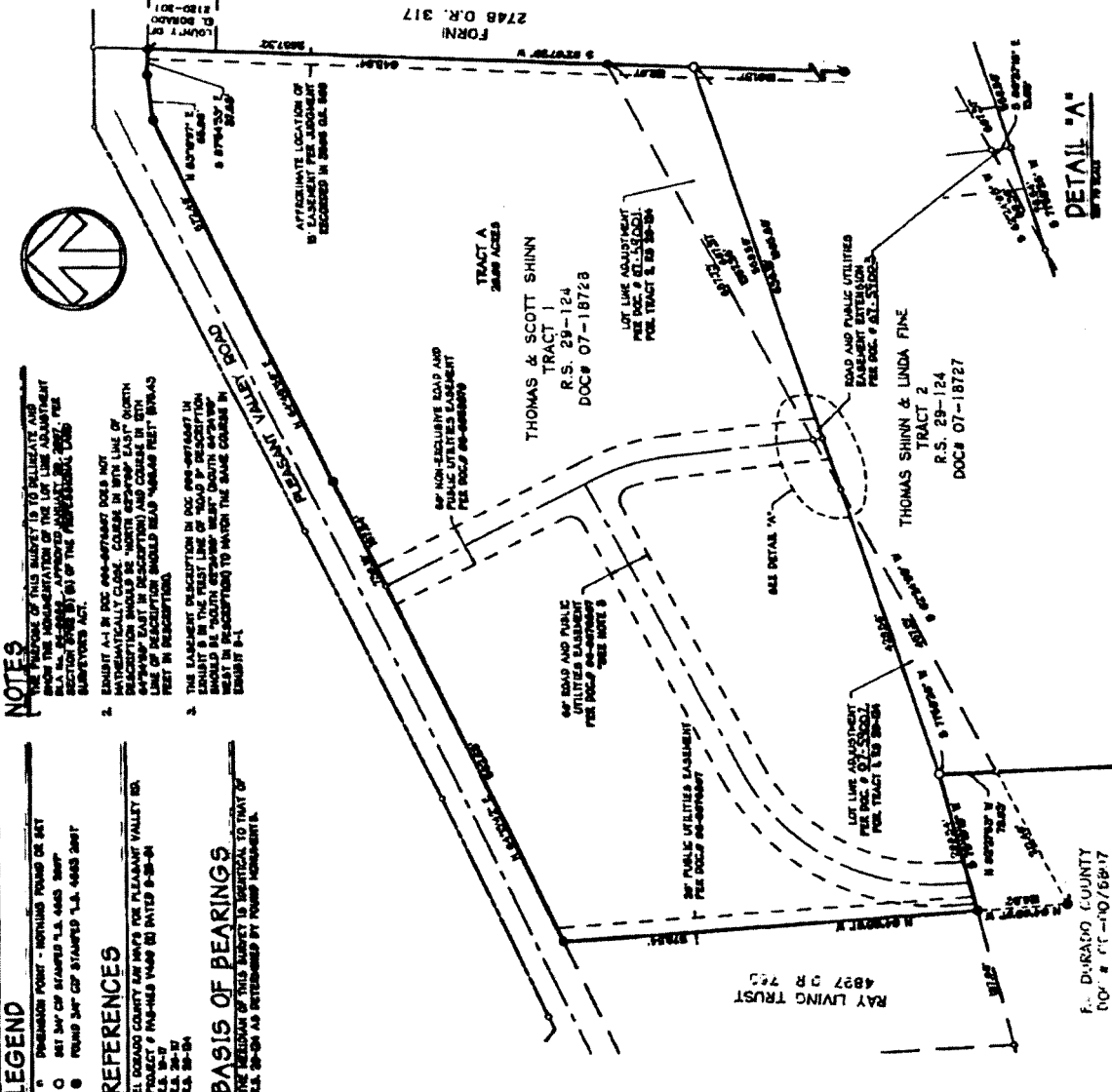


David S. Russell
DAVID S. RUSSELL
L.S. 4452 LICENSE EXPIRES 03-31-07
COUNTY CLERK FOR EL DORADO CALIFORNIA
BY: *[Signature]*
DENNIS T. ROBERTS
L.S. 4452 LICENSE EXPIRES 04-30-08
COUNTY OF EL DORADO, CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS 11 DAY OF APRIL, 2007 AT EL DORADO, CALIFORNIA, AT THE REQUEST OF THOMAS SHINN & LINDA FINE.

DOCUMENT No. 2007-57004
L. WILSON, E. RUSSELL
COUNTY CLERK
COUNTY OF EL DORADO, CALIFORNIA
By: *[Signature]*



NOTES

1. THE PURPOSE OF THIS SURVEY IS TO DELINEATE AND SHOW THE MODIFICATION OF THE LOT LINE ADJUSTMENT OF THE TRACTS SHOWN ON THE PREVIOUS RECORD OF SURVEY ACT.
2. EASEMENT A-1 IN DOC 07-18727 DOES NOT AFFECT THE BOUNDARIES OF THIS SURVEY. THE BOUNDARIES OF THIS SURVEY SHOULD BE NORTH 89°40'00" EAST 100.00 FEET IN DESCRIPTION AND CORNER IN 8TH FEET IN DESCRIPTION.
3. THE EASEMENT DESCRIPTION IN DOC 07-18727 SHOULD BE "NORTH 89°40'00" EAST 100.00 FEET IN DESCRIPTION TO MATCH THE SAME COURSE IN EASEMENT A-1.

LEGEND

- PERMANENT POINT - HORNSHORN FOUND OR SET
- SET BY OR STAMPED L.S. 4452 2007
- FOUND BY OR STAMPED L.S. 4452 2007

REFERENCES

EL DORADO COUNTY OR MAPS FOR PLAZAMANT VALLEY OR TRACT # 10-145 FOUND OR DATED 8-28-04
L.S. 29-124
L.S. 07-18727

BASIS OF BEARINGS

THE BEARINGS OF THIS SURVEY ARE REFERENCED TO THAT OF THE SURVEY AS PERFORMED BY ROBERT ROBERTS.

DETAIL "A"
SEE NOTE 1

F. DURASO COUNTY
DOC # 07-10769-17
SEE NOTE 3

BLK 85-6088 ACCEPTED JANUARY 26, 2007 EXHIBIT 03310003 PARCEL NUMBER 011520 BLK 85-6088 A PORTION OF 341-205-13

EXHIBIT G

Drawing of realigned road

EXHIBIT H

Preliminary Report (Parcel 1)

PLACER TITLE COMPANY

Preliminary Report

Issued By:

Order No. 205-14457

PLACER TITLE COMPANY
3860 EL DORADO HILLS BLVD #502
EL DORADO HILLS, CA 95762
Escrow Officer: Becky Slak
Phone: 916-933-4550
Fax: 916-933-4952
Escrow Officer Email: bslak@placertitle.com
Email Loan Docs To: 205edocs@placertitle.com

Customer Reference:

Property Address: APN: 331-620-29-100, SHINGLE SPRINGS, CA 95682

In response to the above referenced application for a policy of title insurance, **PLACER TITLE COMPANY** hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 21, 2011 at 7:30 a.m.

Title Officer: Kelly Riddle

Order No. 205-14457

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

THOMAS EDSON SHINN, AN UNMARRIED MAN AND SCOTT LAWRENCE SHINN, A MARRIED MAN

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, BEING A PORTION OF TRACTS 1 AND 2 OF RECORD OF SURVEY 29-124, DESCRIBED AS FOLLOWS:

TRACT A, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, ON SEPTEMBER 14, 2007, IN BOOK 30 OF RECORD OF SURVEY MAPS, AT PAGE 71.

A.P.N. 331-620-29-100

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2011-2012, A LIEN, NOT YET DUE OR PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. ANY TAXES OR ASSESSMENTS LEVIED BY:
 - A. EL DORADO IRRIGATION DISTRICT
4. RIGHTS OF THE PUBLIC AND OF THE COUNTY OF EL DORADO, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN PLEASANT VALLEY ROAD.
5. THE TERMS AND CONDITIONS, AS CONTAINED IN A "JUDGEMENT AND INJUNCTION", ISSUED OUT OF THE SUPERIOR COURT, STATE OF CALIFORNIA, COUNTY OF EL DORADO, CASE NO. 56075, A CERTIFIED COPY THEREOF, RECORDED: FEBRUARY 15, 1991 IN BOOK 3506 OF OFFICIAL RECORDS, AT PAGE 509
6. PROVISIONS AND NOTES AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN BOOK 26 OF RECORD OF SURVEYS AT PAGE 117.
7. A ROAD AND EASEMENT MAINTENANCE AGREEMENT UPON THE TERMS, COVENANTS AND PROVISIONS CONTAINED THEREIN, EXECUTED BY THOMAS E. SHINN AND LINDA LOU FINE , RECORDED AUGUST 02, 2004, SERIES NO. 2004-0061340-00, OFFICIAL RECORDS.

CONTAINS:ASSOCIATION CHARGES, ASSESSMENTS AND LIENS.
CONFERED UPON: SHINN RANCH ROAD ASSOCIATION

BYLAWS OF THE SHINN RANCH ROAD ASSOCIATION, RECORDED AUGUST 2, 2004,
INSTRUMENT NO. 2004-0061341-00 OFFICIAL RECORDS.

8. TERMS AND CONDITIONS CONTAINED IN AN INSTRUMENT ENTITLED "SEPERATION OF SERVICE LIEN EL DORADO IRRIGATION DISTRICT REGULATION 17-AGRICULTURAL METERED IRRIGATION CUSTOMERS", RECORDED MARCH 10, 2005, INSTRUMENT NO. 2005-0019249-00 OFFICIAL RECORDS.

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

EXCEPTIONS

(Continued)

9. AN EASEMENT OVER SAID LAND FOR ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO LINDA LOU FINE ET AL, IN DEED RECORDED AUGUST 31, 2006, AS INSTRUMENT NO. 2006-0059870, OFFICIAL RECORDS.

AFFECTS A 60 FOOT STRIP IN THE CENTRAL PORTION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

10. AN EASEMENT OVER SAID LAND FOR ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF EL DORADO, IN DEED RECORDED NOVEMBER 09, 2006, AS INSTRUMENT NO. 2006-0076807, OFFICIAL RECORDS.

AFFECTS 60 FOOT STRIPS LYING IN THE CENTRAL AND WESTERLY PORTION AS SHOWN ON THE MAP ATTACHED TO SAID DOCUMENT

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

11. AN EASEMENT OVER SAID LAND FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF EL DORADO, IN DEED RECORDED NOVEMBER 09, 2006, AS INSTRUMENT NO. 2006-0076807, OFFICIAL RECORDS.

AFFECTS THE WEST 20 FEET

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

12. AN EASEMENT OVER SAID LAND FOR ROAD AND UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO THOMAS EDSON SHINN , AN UNMARRIED MAN AND LINDA LOU FINE , AN UNMARRIED WOMAN, IN DEED RECORDED SEPTEMBER 14, 2007, AS INSTRUMENT NO. 2007-59003, OFFICIAL RECORDS.

AFFECTS AS SHOWN ON THE MAP

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

13. THE POSSIBLE COMMUNITY PROPERTY INTEREST OF THE SPOUSE OF THE VESTEE HEREIN, IF MARRIED, WHICH WILL REQUIRE JOINDER OF SAID SPOUSE IN ANY CONVEYANCES.

AS TO THE INTEREST OF SCOTT LAWRENCE SHINN AND LINDA LOU FINE

*** NOTE: (FOR PRO-RATION PURPOSES ONLY)

TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS, FOR THE FISCAL YEAR 2010-2011:

1ST INSTALLMENT: \$148.39 PAID

EXCEPTIONS
(Continued)

2ND INSTALLMENT: \$148.39 PAID
ASSESSED VALUATIONS:
LAND: \$28,569.00
IMPROVEMENTS: \$0.00
EXEMPTION: \$0.00
PARCEL NO.: 331-620-29-100 CODE AREA: 078-100

***** CHAIN OF TITLE REPORT:**

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

***** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:**

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

***** CANCELLATION NOTE:**

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE 2 OF BULLETIN NO. NS-35E.

DISCLOSURE OF DISCOUNTS:

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title and the property is your primary residence; or
2. The transactions is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes.
 This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it.
 This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * Land use
 - * Improvements on the land
 - * Land division
 - * Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA LOAN POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California); or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. **If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer.** In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

- PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company
Fidelity National Title Insurance Company
First American Title Insurance Company
First American Title Insurance Company of New York
Lawyers Title Insurance Corporation
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
NCS Exchange Professionals
North Idaho Title Insurance Company
Old Republic National Title Insurance Company

Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Targhee National Title
The Sterling Title Company
Ticor Title Insurance Company
Transnation Title Insurance Company
United General Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

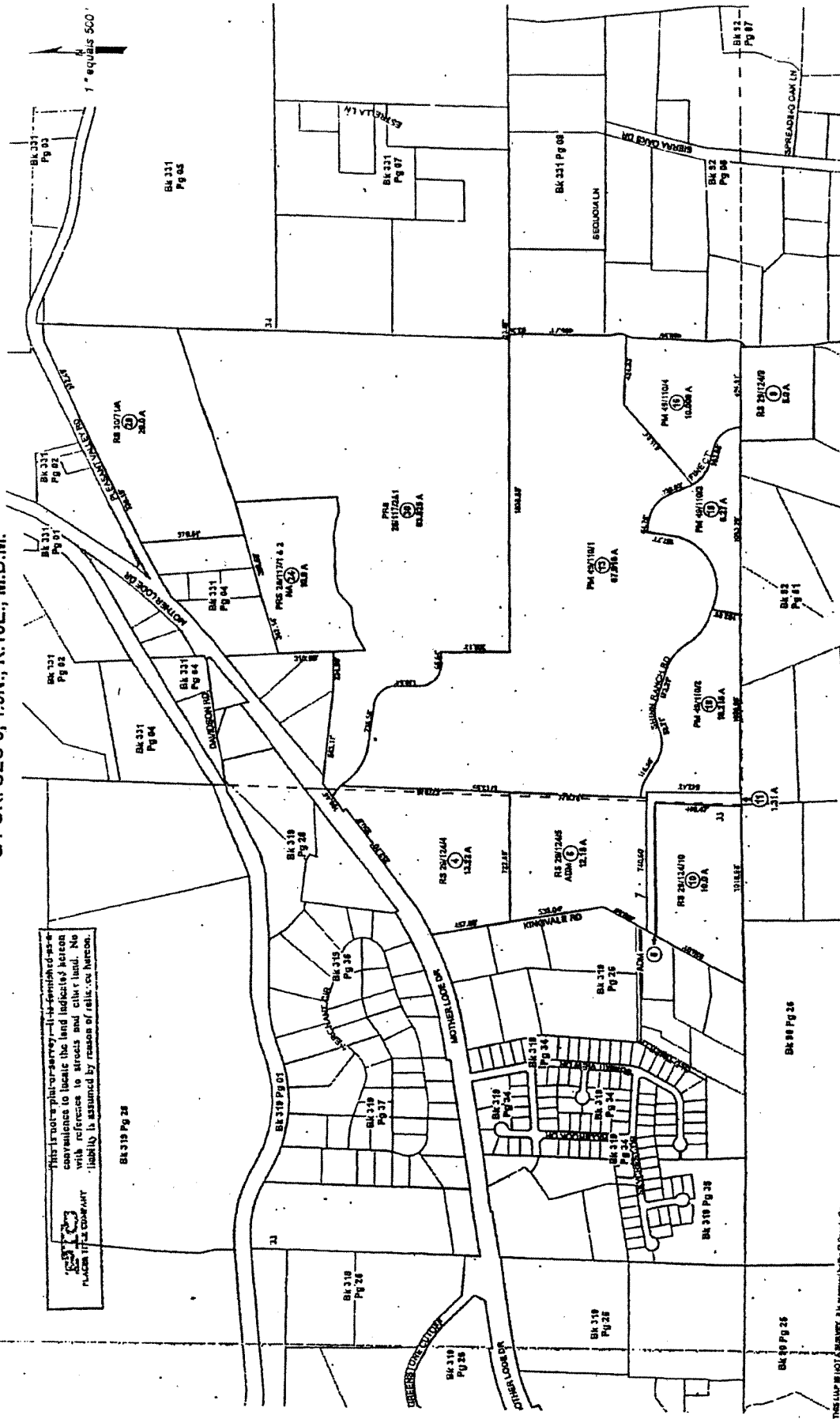
We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PORS. SECS. 33 & 34, T.10N., R.10E.,
& POR. SEC 3, T.9N., R.10E., M.D.M.



This notice is hereby given that the assessor has made a preliminary assessment of the parcels shown on this map. The assessor's office is not responsible for the accuracy of the information shown on this map. The assessor's office is not responsible for the accuracy of the information shown on this map. The assessor's office is not responsible for the accuracy of the information shown on this map.

THIS MAP IS NOT A WARRANTY, it is prepared by the Assessor's Office. The Assessor's Office is not responsible for the accuracy of the information shown on this map. The assessor's office is not responsible for the accuracy of the information shown on this map.

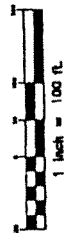
Acres are Estimates

Rev. Sept. 14, 2007 Assessor's Map Bk. 331 Pg. 62
County of El Dorado, CA

Record of Survey

BEING PORTIONS OF TRACTS 1 & 2 OF R.S. 29-124 AND BEING A PORTION OF THE N.W. 1/4 OF SECTION 34, T. 10 N., R. 10 E., M.D.M. COUNTY OF EL DORADO STATE OF CALIFORNIA APRIL, 2007 F=100'

CARLTON ENGINEERING INC.



SURVEYOR'S STATEMENT
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF THOMAS SHINN IN FRESNO, CALIF.



JAMES C. WILSON - L.S. 13,163
LIC. EXP. DATE: 08-31-08

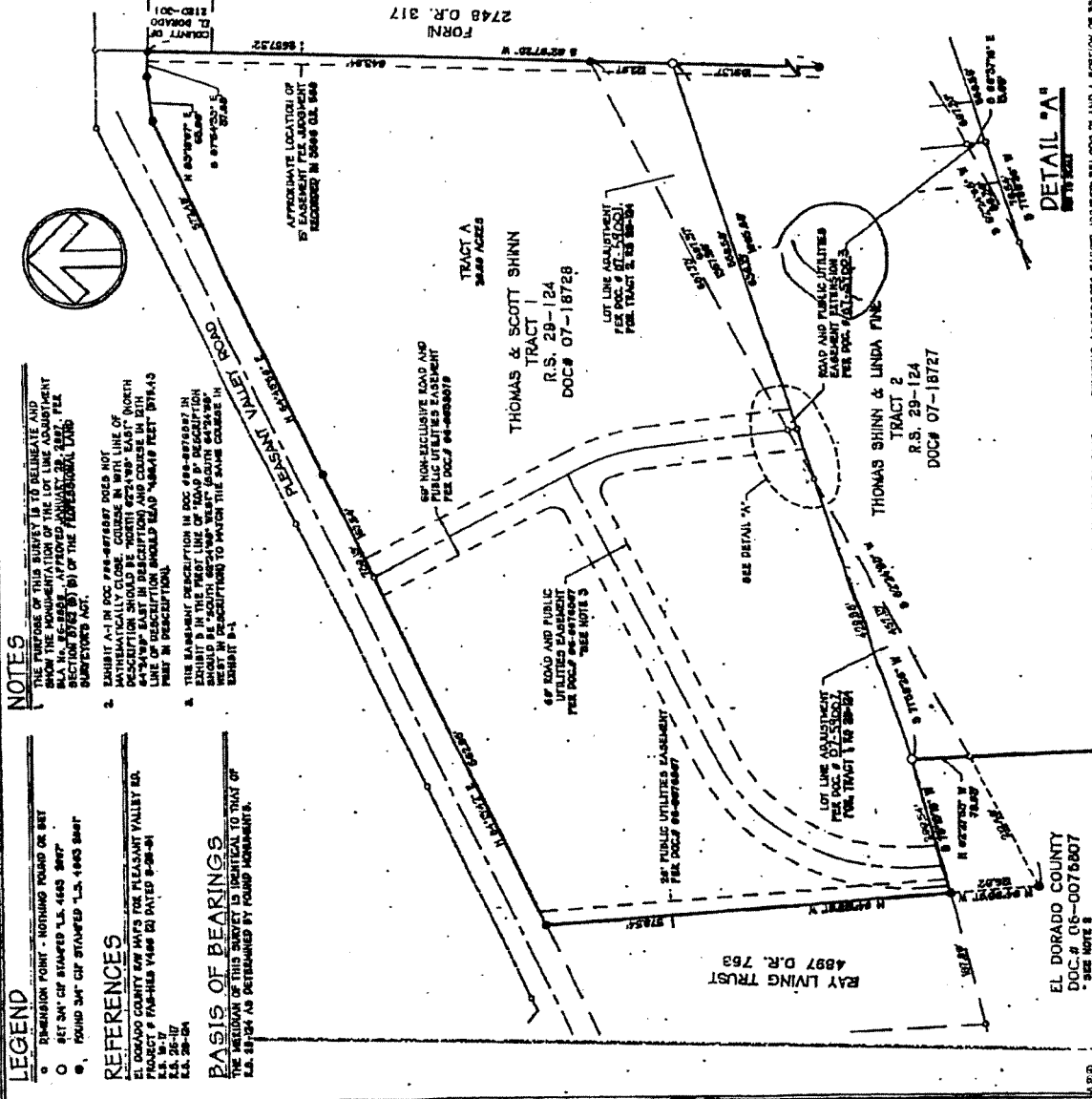
COUNTY SURVEYOR'S STATEMENT
THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8760 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 15TH DAY OF APRIL, 2007.



DANIEL S. RULICK
DANIEL S. RULICK L.S. 13,197 LICENSE EXPIRES 10-31-07
COUNTY OF EL DORADO, CALIFORNIA
JAMES C. WILSON L.S. 13,163 LICENSE EXPIRES 08-31-08
COUNTY OF EL DORADO, CALIFORNIA

COUNTY RECORDER'S STATEMENT
FILED THIS 15TH DAY OF APRIL 2007 AT 02:15:14 IN BOOK OF RECORDS OF SURVEYS AT PAGE 3071 AT THE REQUEST OF THOMAS SHINN.

DOCUMENT NO. 0807-579007
WILLIAM E. SCHULTZ
COUNTY RECORDER, CLERK
COUNTY OF EL DORADO, CALIFORNIA
BY: William E. Schultz



NOTES

- THE PURPOSE OF THIS SURVEY IS TO DELINEATE AND SHOW THE MONUMENTATION OF THE LOT LINE ADJUSTMENT BLA NO. 080800, APPROVED JANUARY 28, 2007, PER SECTION 8767 (5) (b) OF THE PROFESSIONAL LAND SURVEYORS ACT.
- EXHIBIT A-1 IN DOC #07-18728 DOES NOT MATHEMATICALLY CLOSE. COURSE IN WITH LINE OF DESCRIPTION SHOWN IN DESCRIPTION AND CLOSES IN WITH LINE OF DESCRIPTION SHOULD READ "N 84°10'00" E 174.43 FEET IN DESCRIPTION.
- THIS BASELINE DESCRIPTION IN DOC #08-080800 IN EXHIBIT B IN THE FIRST LINE OF ROAD'S DESCRIPTION SHOULD BE "SOUTH 85°10'00" WEST 100.00 FEET IN DESCRIPTIONS TO MATCH THE SAME COURSE IN EXHIBIT B-1.

LEGEND

- BENCHMARK POINT - NOTHING FOUND OR SET
- SET 3/4" CP STAMPED L.S. 4663 3/07
- FOUND 3/4" CP STAMPED L.S. 4663 3/07

REFERENCES

EL DORADO COUNTY EAV MAPS FOR PLEASANT VALLEY RD. PROJECT # FAS-HLS 1486 (D) DATED 8-28-01
L.S. 11,117
L.S. 28-104

BASIS OF BEARINGS

THE BEARINGS AND DISTANCES ON THIS MAP TO TRACT OF L.S. 88107 AS DETERMINED BY FOUND MONUMENTS.

EXHIBIT I

Preliminary Report (Parcel 2)

PLACER TITLE COMPANY

Preliminary Report

Issued By:

Order No. 205-14464

PLACER TITLE COMPANY
3860 EL DORADO HILLS BLVD #502
EL DORADO HILLS, CA 95762
Escrow Officer: Becky Slak
Phone: 916-933-4550
Fax: 916-933-4952
Escrow Officer Email: bslak@placertitle.com
Email Loan Docs To: 205edocs@placertitle.com

Customer Reference:

Property Address: APN: 331-620-30-100, SHINGLE SPRINGS, CA 95682

In response to the above referenced application for a policy of title insurance, PLACER TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 26, 2011 at 7:30 a.m.

Title Officer: Kelly Riddle

Order No. 205-14464

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

**THOMAS EDSON SHINN, AN UNMARRIED MAN
AND LINDA LOU FINE, A MARRIED WOMAN**

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

**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:

PARCEL 1:

ALL THAT PORTION OF SECTIONS 33 AND 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., AND SECTION 3, TOWNSHIP 9 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

TRACT 2, 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 DECEMBER 27, 2006 IN BOOK 29 OF RECORD OF SURVEY MAPS AT PAGE 124.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DEEDED TO THE COUNTY OF EL DORADO, IN DEED RECORDED NOVEMBER 9, 2006 IN SERIES NO. 2006-0076807 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DEEDED IN GRANT DEED RECORDED SEPTEMBER 14, 2007 IN SERIES NO. 2007-0059001, OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID TRACT 2 OF RECORD OF SURVEY MAP IN BOOK 29 PAGE 124, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHERLY CORNER OF SAID TRACT 2; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT 2, SOUTH 62 DEG 24' 08" WEST A DISTANCE OF 687.73 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY OF SAID TRACT 2, NORTH 71 DEG 59' 26" EAST A DISTANCE OF 636.13 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT 2; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT 2, NORTH 02 DEG 07' 28" EAST A DISTANCE OF 122.01 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF TRACT 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA IN BOOK 29 AT PAGE 124, BEING A PORTION OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED IN EXHIBIT "A" IN THAT CERTAIN DOCUMENT NO. 2006-0076807, RECORDED NOVEMBER 9, 2006 IN THE EL DORADO COUNTY RECORDER'S OFFICE, STATE OF CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING, NORTH 71 DEG 59' 26" EAST A DISTANCE OF 429.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 1, SAID POINT BEING SOUTH 62 DEG 24' 08" WEST A DISTANCE OF 687.73 FEET FROM THE SOUTHEASTLY CORNER OF SAID TRACT 1; THENCE ALONG SAID SOUTHERLY LINE OF SAID TRACT 1, SOUTH 62 DEG 24' 08" WEST A DISTANCE OF 457.13 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN SAID EXHIBIT "A"; THENCE LEAVING SAID SOUTHERLY LINE OF SAID TRACT 1, NORTH 02 DEG 27' 53" WEST A DISTANCE OF 79.03 FEET TO THE POINT OF BEGINNING, AS DEEDED TO THOMAS EDSON SHINN, ET AL, IN DEED RECORDED SEPTEMBER 14, 2007 IN SERIES NO. 2007-0059002 OFFICIAL RECORDS.

Order No. 205-14464

EXHIBIT "A"
LEGAL DESCRIPTION continued

A.P.N. 331-620-30-100

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2011-2012, A LIEN, NOT YET DUE OR PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. ANY TAXES OR ASSESSMENTS LEVIED BY:
 - A. EL DORADO IRRIGATION DISTRICT
4. RIGHTS OF THE PUBLIC AND OF THE COUNTY OF EL DORADO, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN MOTHER LODGE DRIVE.
5. TERMS, CONDITIONS AND EASEMENTS AS SET FORTH IN JUDGEMENT AND INJUNCTION ISSUED OUT OF THE SUPERIOR COURT, CASE #56075, RECORDED FEBRUARY 15, 1991 IN BOOK 3506 AT PAGE 509 OFFICIAL RECORDS.
6. EASEMENT OVER SAID LAND FOR THE PURPOSE OF ROAD AND PUBLIC UTILITIES, AND INCIDENTAL PURPOSES AND PROVISIONS AND NOTES THEREIN SET FORTH ON RECORD OF SURVEY MAP IN BOOK 26, PAGE 117 AND BOOK 29 PAGE 124 OF MAPS.

AFFECTS: THE EAST, WEST AND SOUTHERLY PORTION

7. A ROAD AND EASEMENT MAINTENANCE AGREEMENT UPON THE TERMS, COVENANTS AND PROVISIONS THEREIN SET FORTH EXECUTED BY THOMAS E. SHINN, ET AL, RECORDED AUGUST 2, 2004 IN SERIES NO. 2004-61340 OFFICIAL RECORDS.

SAID MAINTENANCE AGREEMENT PROVIDES FOR ASSOCIATION CHARGES AND ASSESSMENTS TO THE SHINN ROAD ASSOCIATION.

THE BYLAWS OF SAID SHINN RANCH ROAD ASSOCIATION WAS RECORDED AUGUST 2, 2004 IN SERIES NO. 2004-0061341 OFFICIAL RECORDS.

8. TERMS SET FORTH IN INSTRUMENT OF REGULATION 17-AGRICULTURAL METERED IRRIGATION CUSTOMERS, WITH EL DORADO IRRIGATION DISTRICT, RECORDED MARCH 10, 2005 IN SERIES NO. 2005-0019249 OFFICIAL RECORDS.
9. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$725,000.00, DATED JULY 12, 2007, RECORDED JULY 19, 2007, AS INSTRUMENT NO. 2007-0047003, OFFICIAL

EXCEPTIONS
(Continued)

RECORDS.

TRUSTOR: THOMAS EDSON SHINN AN UNMARRIED MAN AND LINDA LOU FINE
TRUSTEE: PLACER TITLE COMPANY
BENEFICIARY: SUTTER COMMUNITY BANK
LOAN NO.: 100120000

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST
RECORDED SEPTEMBER 14, 2007, AS INSTRUMENT NO. 2007-059005, OFFICIAL
RECORDS.

AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST
RECORDED AUGUST 31, 2010, AS INSTRUMENT NO. 2010-40416, OFFICIAL
RECORDS.

10. AGREEMENT OF SALE DATED MARCH 10, 2010, BETWEEN SHINN RANCH INC., THOMAS E. SHINN AND LINDA LOU FINE, SELLER, AND FLAGSTONE LAND HOLDINGS LLC, BUYER, ON THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED APRIL 13, 2010, AS INSTRUMENT NO. 2010-0016190, OFFICIAL RECORDS.
11. THE COMMUNITY INTEREST OF THE SPOUSE OF LINDA LOU FINE, ONE OF THE VESTEES HEREIN SHOWN.

*** NOTE: (FOR PRO-RATION PURPOSES ONLY)

TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS, FOR
THE FISCAL YEAR 2010-2011:

1ST INSTALLMENT: \$1,705.23 PAID
2ND INSTALLMENT: \$1,705.23 PAID

ASSESSED VALUATIONS:

LAND: \$328,278.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 331-620-30-100 CODE AREA: 078-100

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY
DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS
PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

EXCEPTIONS
(Continued)

***** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:**

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

***** CANCELLATION NOTE:**

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE 2 OF BULLETIN NO. NS-35E.

DISCLOSURE OF DISCOUNTS:

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title and the property is your primary residence; or
2. The transactions is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes.
 This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it.
 This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * Land use
 - * Improvements on the land
 - * Land division
 - * Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title:
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA LOAN POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

EXCLUSIONS FROM COVERAGE

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land, or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. **If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer.** In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company
Fidelity National Title Insurance Company
First American Title Insurance Company
First American Title Insurance Company of New York
Lawyers Title Insurance Corporation
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
NCS Exchange Professionals
North Idaho Title Insurance Company
Old Republic National Title Insurance Company

Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Targhee National Title
The Sterling Title Company
Ticor Title Insurance Company
Transnation Title Insurance Company
United General Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

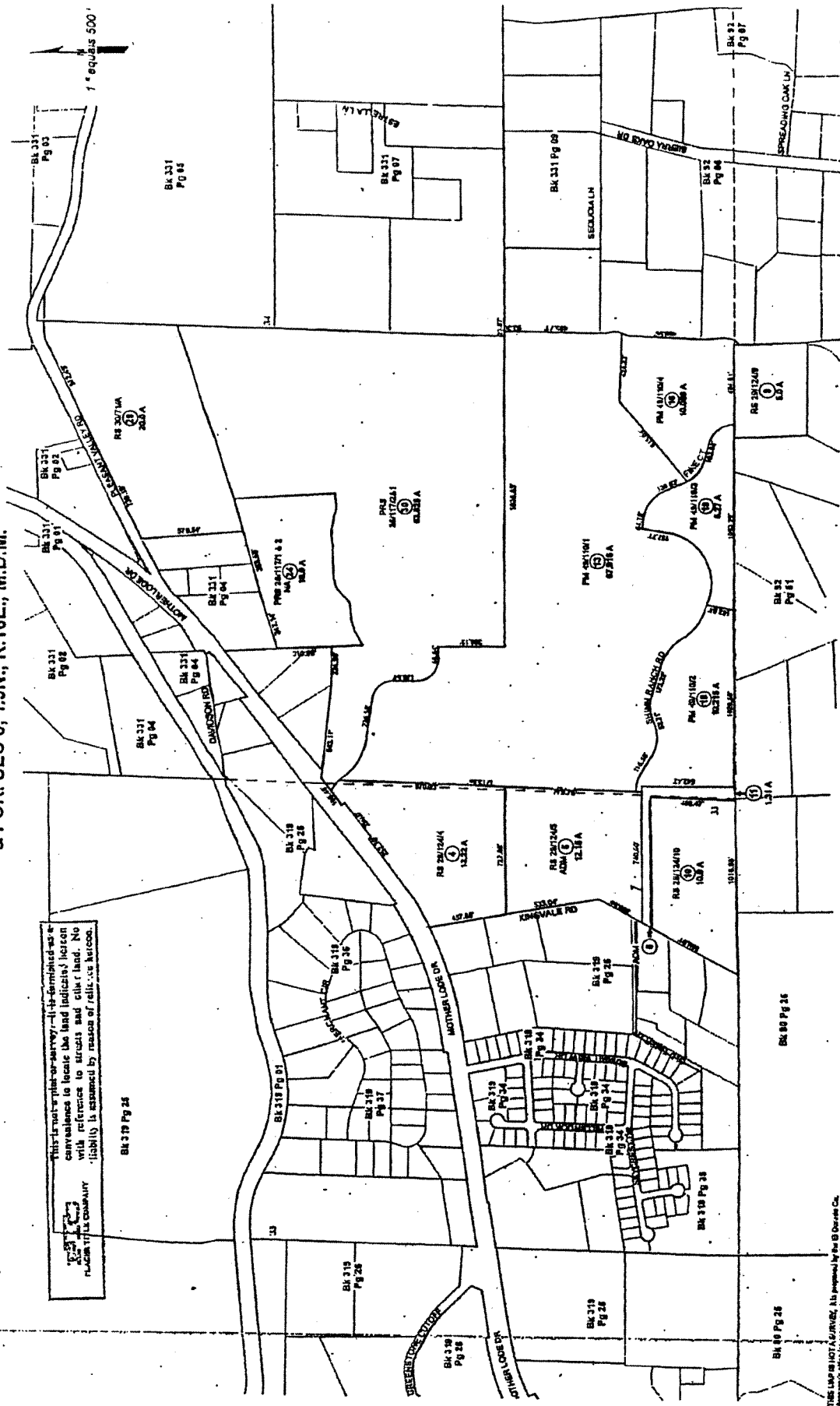
- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PORS. SECS. 33 & 34, T.10N., R.10E.,
& POR. SEC 3, T.9N., R.10E., M.D.M.

This tract or survey is shown as a convenience to locate the land interests herein with reference to streets and other land. No liability is assumed by reason of reliance hereon.



THIS MAP IS NOT A SURVEY. It is prepared by the Assessor's Office for information only. It is not intended to be used as a legal document. The Assessor's Office is not responsible for any errors or omissions. The Assessor's Office is not a surveying firm. The Assessor's Office is not a law firm. The Assessor's Office is not a real estate broker. The Assessor's Office is not a title insurance company. The Assessor's Office is not a mortgage lender. The Assessor's Office is not a financial institution. The Assessor's Office is not a government agency. The Assessor's Office is not a public utility. The Assessor's Office is not a professional corporation. The Assessor's Office is not a partnership. The Assessor's Office is not a sole proprietorship. The Assessor's Office is not a limited liability company. The Assessor's Office is not a trust. The Assessor's Office is not a partnership. The Assessor's Office is not a sole proprietorship. The Assessor's Office is not a limited liability company. The Assessor's Office is not a trust.

Acresages Are Estimates

REV. SEPT. 14, 2007 Assessor's Map BK 331 Pg. 62
County of El Dorado, CA

