

Seller: Van Noord
APN: 109-240-08
109-030-33
Project#: 73354
Escrow#: 205-11797
205-11800

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and THOMAS R. VAN NOORD, TRUSTEE OF THE THOMAS R. VAN NOORD 1999 TRUST, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns those certain real Properties located in El Dorado County, California, legal descriptions of which are attached hereto as Exhibits A and B (the “Properties”).
- B. County desires to purchase an interest in the Properties as a Utility Easement described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit D and the exhibits thereto, all of which are attached hereto and referred to hereinafter as “the Easements”, on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Easements, as described and depicted in the attached Exhibits C and D and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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2. JUST COMPENSATION

The just compensation for the Easements is a nominal amount of **\$500.00 for the Utility Easement and \$500.00 for the Temporary Construction Easement for a total of \$1,000.00 (One Thousand Dollars, exactly)**. Seller and County hereby acknowledge that the cumulative fair market value for both the Easements is \$1,000.00.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 205-11797 for APN 109-030-33 and Escrow No. 205-11800 for APN 109-240-08, which have been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easements. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than October 31, 2008, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and



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- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, as outlined herein.

6. WARRANTIES

Seller warrants that:

- A. Seller owns the Properties free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Properties from adjacent properties, encroachments by improvements on the Properties onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Properties.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Properties.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

7. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements by the County or County's contractors or authorized

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agents, for the purpose of performing activities related to and incidental to the construction of improvements adjacent to Business Drive and Durock Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Easements are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

9. 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.

10. REAL ESTATE BROKER

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

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Easements prior to the Close of Escrow, for delivery to the County at Close of Escrow.

fvw

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B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the TCE.

C. Escrow Holder shall:

- (i) Record the Easements described and depicted in Exhibits C and D and the exhibits thereto, together with County's Certificate of Acceptance with the TCE.
- (ii) Deliver the just compensation to Seller.

12. TIME IS OF THE ESSENCE

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

13. BEST EFFORTS

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

14. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a

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change of address:

SELLER: Thomas Van Noord
3294 Royal Drive #201
Cameron Park, CA 95682

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

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

15. 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.

16. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

17. 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.

Seller's Initials TVN

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18. 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.

19. 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.

20. LEASE WARRANTY PROVISION

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

21. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

22. ENTIRE AGREEMENT


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

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SELLER:

THOMAS R. VAN NOORD, TRUSTEE OF THE THOMAS R. VAN NOORD 1999 TRUST

Date: 8-1-08

By: 
THOMAS R. VAN NOORD, TRUSTEE

COUNTY OF EL DORADO:

Date: _____

By: _____
Rusty Dupray, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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

ALL THAT PORTION OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 83 DEG 27' 00" WEST 697.30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO IVAN L. BROWN, ET UX., BY DOCUMENT RECORDED IN BOOK 1078 AT PAGE 316, OFFICIAL RECORDS, WHICH POINT IS MARKED BY A 1 INCH CAPPED IRON PIPE, SAID POINT ALSO BEING IN THE WEST RIGHT OF WAY LINE OF PRODUCT DRIVE, AS SAID DRIVE IS SHOWN ON THE MAP OF BARNETT BUSINESS PARK, RECORDED IN BOOK "G" OF MAPS AT PAGE 49 OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 83 DEG 27' 00" WEST 1116.87 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF DUROCK ROAD (OLD HIGHWAY 50), FROM WHICH POINT A CONCRETE MONUMENT ON THE SOUTHERLY LINE OF SAID ROAD BEARS SOUTH 48 DEG 20' 00" WEST 140.20 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1470.00 THROUGH A CENTRAL ANGLE OF 13 DEG 53' 29" AN ARC DISTANCE OF 356.40 FEET AND HAVING A CHORD WHICH BEARS NORTH 58 DEG 03' 12" EAST 355.53 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG SAID SECTION LINE NORTH 89 DEG 16' 53" EAST 806.85 FEET TO THE WEST BOUNDARY LINE OF SAID BROWN PARCEL; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY LINE 70.58 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

A.P.N. 109-030-33-100

EXHIBIT "B"
LEGAL DESCRIPTION

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

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

BEGINNING AT THE NORTHEASTERLY CORNER OF THE REAL PROPERTY HEREIN DESCRIBED, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 11 BEARS NORTH 83 DEG 27' 09" EAST 1008.71 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 2 DEG 59' 48" EAST 318.27 FEET; THENCE SOUTH 80 DEG 56' 07" WEST 657.53 FEET; THENCE THROUGH A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, THE CHORD OF WHICH BEARS NORTH 27 DEG 17' 15" WEST 67.25 FEET; THENCE NORTH 46 DEG 56' 05" WEST 326.43 FEET TO A POINT ON THE CENTERLINE OF DUROCK ROAD; THENCE ALONG SAID ROAD CENTERLINE THROUGH A CURVE TO THE RIGHT WITH A RADIUS OF 1500.00 FEET, THE CHORD OF WHICH BEARS NORTH 48 DEG 12' 06" EAST 60.71 FEET; THENCE LEAVING SAID ROAD CENTERLINE NORTH 83 DEG 27' 09" EAST 862.36 FEET TO THE POINT OF BEGINNING.

A.P.N. 109-240-08-100

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2109-09-0704

EASEMENT DEED

2007147 (06-06-054) 07 07 4
Goldhill – Martel 60kV Relocation @ Business Dr

THOMAS R. VAN NOORD, as trustee of the Thomas R. Van Noord 1999 Trust, dated July 15, 1999,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E, and its successors and assigns, the right to install, maintain and use for supporting PG&E's pole line, an anchor and guy wires and cables of such types and materials as PG&E shall from time to time determine within the strip land, situate in the county of El Dorado, state of California, described as follows:

(APN 109-240-08 & 109-030-33)

The strip of land described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Dated _____, 20____.

Thomas R. Van Noord, as trustee of the
Thomas R. Van Noord 1999 Trust, dated
July 15, 1999

Area 6

Sacramento Land Engineering

Electric Transmission

USGS location: T9N, R9E, NE 1/4 Sec 11

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO. N/A

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 03, 42

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed)

Order # or PM #: 30460674

JCN: 06-06-054

County: El Dorado

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision _____

Prepared By: syl3

Checked By:

Revision Number: 3

Rev: 6/9/08 syl3

LD 2109-09-0704

2007147 (06-06-054)

Goldhill-Martel 60kV Relocation @ Business Drive

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Exhibit "A"

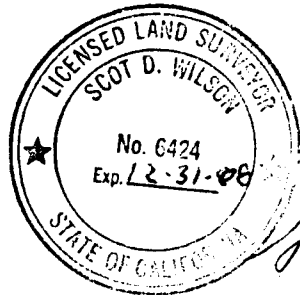
A portion of the parcel of land situate in the northeast quarter of Section 11, Township 9 North, Range 9 East, Mount Diablo Baseline & Meridian, described in the deed from Zandee O. Newell to Thomas R. Van Noord, dated July 14, 2005 and recorded as Document # 2005-0068460, Official Records of El Dorado County and described in the certificate of compliance between the County of El Dorado and Thomas R. Van Noord, dated February 12, 2007 recorded as Document # 2007-0021359, Official Records of El Dorado County and further described as follows:

A strip of land of the uniform width of 10 feet, extending from a point within said parcel of land described in the deed dated July 14, 2005, northerly to the northerly boundary line of said parcel of land described in the certificate of compliance dated February 12, 2007 and lying 5 feet on each side of the following described line:

BEGINNING at a point that bears north 37°04'35" east 541.01 feet from the found 1 1/2" iron pipe, marking the southwesterly terminus of a course in the southeasterly boundary line of the parcel of land designated PARCEL B on the Parcel Map filed for record on May 23, 2001 in Book 47 of Parcel Maps at page 117, El Dorado County Recorder (for identification only, said course has a bearing of south 58°02'25" west and a distance of 148.66 feet); thence

(1) north 1°51'50" west approx 53.28 feet to said northerly boundary line of the parcel of land described in the certificate of compliance dated February 12, 2007.

The foregoing description is based on a survey by Pacific Gas and Electric Company in September 2006. The basis of bearings used for the purposes of this description are based upon said Parcel Map filed for record on May 23, 2001 in Book 47 of Parcel Maps at page 117 El Dorado County Recorder.



Handwritten signature of Scot D. Wilson and a stamp that reads "APPROVED AS TO DESCRIPTION 06-27-08".

T9N, R9E MDB&M
NE 1/4 SEC 11

FD 1.5" IRON PIPE

FD 3/4" IRON PIPE
RCE 14747

(PER 47 PM 117)
(S 58° 02' 25" W)
(148.66')

N 37° 04' 35" E
541.10'

DUROCK ROAD
60' WIDE

SCALE:
1" = 100'

RELOCATED POLE LINE

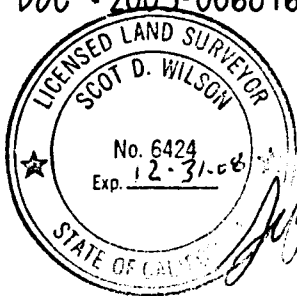
POLE TO BE REMOVED

BUSINESS DRIVE

THOMAS R. VAN NOORD 1999 TRUST
APN 109-240-08
DOC # 2005-0068460

N 1° 51' 50" W
APPROX 53.28'

EXISTING POLE LINE



THOMAS R. VAN NOORD 1999 TRUST
APN 109-030-33
DOC # 2007-0021359

AUTHORIZATION
30460674
BY D DOYLE
DR S TOUTGES
CH
O.K. S WILSON
DATE 7/18/2007

GOLD HILL - MARTEL 60KV RELOCATION
(DUROCK RD & BUSINESS DRIVE)
THOMAS R. VAN NOORD 1999 TRUST
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO CAL.



JCN	06-06-054	
REGION	AREA 6	
COUNTY	EL DORADO	
PROFILE		
SHEET NO.	1	OF
DRAWING NUMBER	Exhibit "B"	
CHANGE	3	

EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 109-030-33

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Durock Road /Business Drive Signalization Project
Project #73354
APN: 109-030-33

TEMPORARY CONSTRUCTION EASEMENT

THOMAS R. VAN NOORD, TRUSTEE OF THE THOMAS R. VAN NOORD 1999 TRUST, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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

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

1. For good and valuable consideration, as more specifically described in the Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated XXXXXXXX, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that she/he/it is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Durock Road /Business Drive Signalization 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 Durock Road /Business Drive Signalization 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.

EXHIBIT "D"

4. Compensation under this temporary construction easement covers the construction period estimated to be 1 (One) year of construction, together with the one-year warranty period. In the event that construction of the Durock Road /Business Drive Signalization Project is not completed within 1 (One) year of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$26.25 (Twenty-Six Dollars and Twenty-Five Cents, exactly)** will be paid to Grantor, until construction is completed.

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

GRANTOR:

THOMAS R. VAN NOORD, TRUSTEE OF THE THOMAS R. VAN NOORD 1999 TRUST

Executed on this date: _____, 2008

By: _____
THOMAS R. VAN NOORD, TRUSTEE

(Notary Acknowledgements Follow)

EXHIBIT A

Temporary Construction Easement

All that real property situated in the County of El Dorado, State of California described as follows:

A portion of that certain parcel described in Document 2001-16866 recorded in the El Dorado County Recorders Office, State of California, being a portion of the Northeast Quarter of Section 11, Township 9 North, Range 9 East, described as follows:

A temporary construction easement more particularly described as follows:

BEGINNING AT A POINT lying on the Southerly right of way line of Durock Road (Old State Highway 50), said point being 40.00 feet Southerly or to the right of Engineer's Station 474+42.55 as said Stationing is delineated on the Old State Highway 50 plats, said point also being delineated as "P.O.B." on Exhibit B attached hereto; thence from said Point of Beginning, and leaving said Southerly right of way line, South 12°51'42" West a distance of 31.78 feet; thence South 42°26'59" West a distance of 10.71 feet; thence North 47°33'01" West a distance of 16.00 feet; thence North 40°06'42" East a distance of 7.01 feet; ; thence North 31°24'01" West a distance of 6.12 feet to a point being 40.00 feet Southerly or to the right of Engineer's Station 474+11.38; thence along said Southerly right of way line and along the arc of a 1460.00 foot radius curve to the right through a central angle of 01°11'27" said curve being subtended by a chord bearing North 54°45'26" East a distance of 30.34 feet to the Point of Beginning.

Basis of bearings of this description is identical to Parcel Map filed in book 47 of Parcel Maps page 117 in the El Dorado County recorders office.

END DESCRIPTION

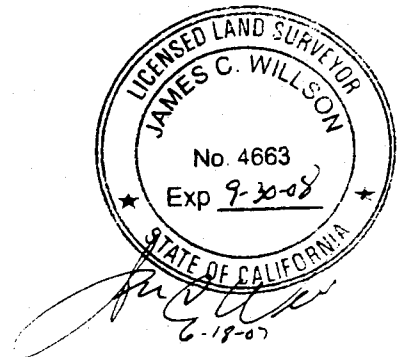


Exhibit B



1"=10'

A PORTION OF THE N.E. QUARTER OF
SECTION 11, T. 9 N., R. 9 E., M.D.M.

⊕ STA = 474+42.55

⊕ STA = 474+11.38

LEGEND

- DIMENSION POINT-NOTHING FOUND OR SET
- P.O.B. POINT OF BEGINNING

474+00
 (OLD STATE HWY 50)
 DUROCK
 ROAD

40' RIGHT OF
 STA = 474+42.55
 P.O.B.

$\Delta = 01^{\circ}11'27''$
 $R = 1460.00'$ $L = 30.34'$
 $CH = N 54^{\circ}45'26'' E$
 $CHL = 30.34'$

40' RIGHT OF
 STA = 474+11.38

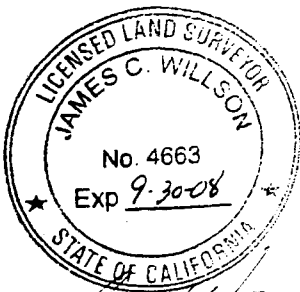
N $31^{\circ}24'01''$ W
 6.12'

N $40^{\circ}06'42''$ E
 7.01'

N $47^{\circ}33'01''$ W
 16.00'

S $42^{\circ}26'59''$ W
 10.71'

S $12^{\circ}51'42''$ W
 31.78'



James C. Willson
 4-3-07

VAN NOORD
 A.P.N. 109-030-33

CARLTON
 Engineering Inc.



TW