

Seller: Deitz
APN: 109-240-25 & 31
Project#: 73354
Escrow#: 205-11801
205-11802

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 ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS, 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 two Slope Easements described and depicted in Exhibits C and D and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit E 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, D, and E 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 in the amount of **\$2,500.00 as follows: For the Easement depicted in Exhibit C, the amount of \$1,340.00; for the Easement depicted in Exhibit D, the amount of \$660.00; and for the Temporary Construction Easement, the amount of \$500.00, for a total of \$2,500.00 (Two-Thousand Five-Hundred Five Dollars, exactly).** Seller and County hereby acknowledge that the cumulative fair market value for the Easements is \$2,500.00.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 205-11801 for APN 109-240-25 and Escrow No. 205-11802 for APN 109-240-31, 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 September 30, 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

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- C. The premium for the policy of title insurance, if applicable; and
- 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.

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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 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

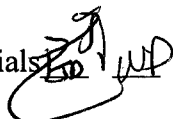
This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Easements are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

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.

Seller's Initials 

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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.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Easements.
- C. Escrow Holder shall:
 - (i) Record the Easements described and depicted in Exhibits C, D, and E and the exhibits thereto, together with County's Certificates of Acceptance.
 - (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.

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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 change of address:

SELLER: Robert and Wendy Deitz
4110 Business Drive #A
Shingle Springs, CA 95682-7230

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.

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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.

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. ENCROACHMENT PERMIT

The existing monument sign located on APN 109-240-25 extends approximately 2' (two feet), plus or minus, into the right of way. County has consented to issue an encroachment permit to allow the sign to encroach into the right of way, subject to the standard terms and conditions of said permit.

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22. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

- A. The oak tree located on the south side of Durock Road just west of Station 470+00 as shown in the project plans will not be removed, and will be protected to the extent reasonable by means of a small Keystone-type retaining wall, or equivalent structure, to prevent fill material from compaction against the trunk of the tree.
- B. Any landscaping material removed from the area of the existing monument sign on APN 109-240-25 will be replaced in-kind upon completion of the project, and planted on the Owner's property as near as reasonable to the original location. All existing landscape irrigation within the right of way will be removed and capped prior to construction, and upon completion of construction, said landscape irrigation system will be reconfigured to properly irrigate all existing and newly planted plant material.
- C. County or County's Contractor will take reasonable preventative measures to "protect in place" an old stone wall or foundation that is located on the south side of Durock Road on APN 109-240-31.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

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23. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties, (Assessor's Parcel Numbers: 109-240-25 and 109-240-31) where necessary to perform the replacement and/or reconstruction as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, the improvements will be considered Seller's sole property and Seller will be responsible for their maintenance, upkeep, and repair.

24. EFFECTIVE DATE

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

25. ENTIRE AGREEMENT

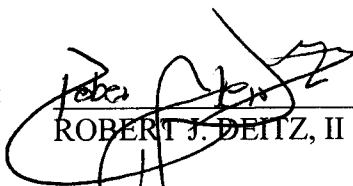
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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SELLER:

ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS

Date: 6-20-08

By: 
ROBERT J. DEITZ, II

Date: 6-23-08

By: 
WENDY A. DEITZ

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:

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

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 23, 2001 IN BOOK 47 OF PARCEL MAPS AT PAGE 117.

A.P.N. 109-240-25-100

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:

PARCEL B AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED MAY 23, 2001 IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, IN BOOK 47 OF PARCEL MAPS, AT PAGE 117.

ASSESSOR PARCEL NO.
109-240-31-100

EXHIBIT "C"

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

Above section for Recorder's use _____

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

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

APN: 109-240-25 & 31

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2008.

GRANTOR:

ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS

By: _____
ROBERT J. DEITZ

By: _____
WENDY A. DEITZ

Notary Acknowledgements Follow

EXHIBIT A

Slope Easement

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

Being a portion of Parcels A and B of that certain Parcel Map filed in book 47 of Parcel Maps at page 117 in the El Dorado County recorders office State of California, also being a portion of the Northeast Quarter of Section 11, Township 9 North, Range 9 East, described as follows:

A slope 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 30.00 feet Southerly or to the right of Engineer's Station 471+59.20 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 $01^{\circ}27'08''$ West a distance of 6.44 feet; thence South $48^{\circ}26'42''$ West a distance of 78.09 feet; thence South $53^{\circ}10'03''$ West a distance of 93.09 feet; thence South $68^{\circ}10'31''$ West a distance of 51.79 feet to a point on the aforesaid Southerly right of way line, said point being 30.00 feet Southerly or to the right of Engineer's Station 469+42.49; thence along said Southerly right of way line and along the arc of a 1030.00 foot radius non-tangent curve to the left through a central angle of $12^{\circ}25'00''$, said curve being subtended by a chord bearing North $53^{\circ}39'27''$ East a distance of 224.94 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

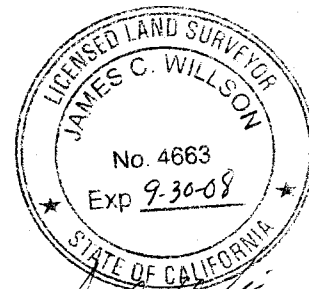


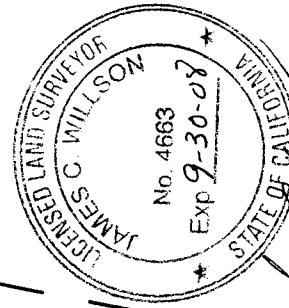
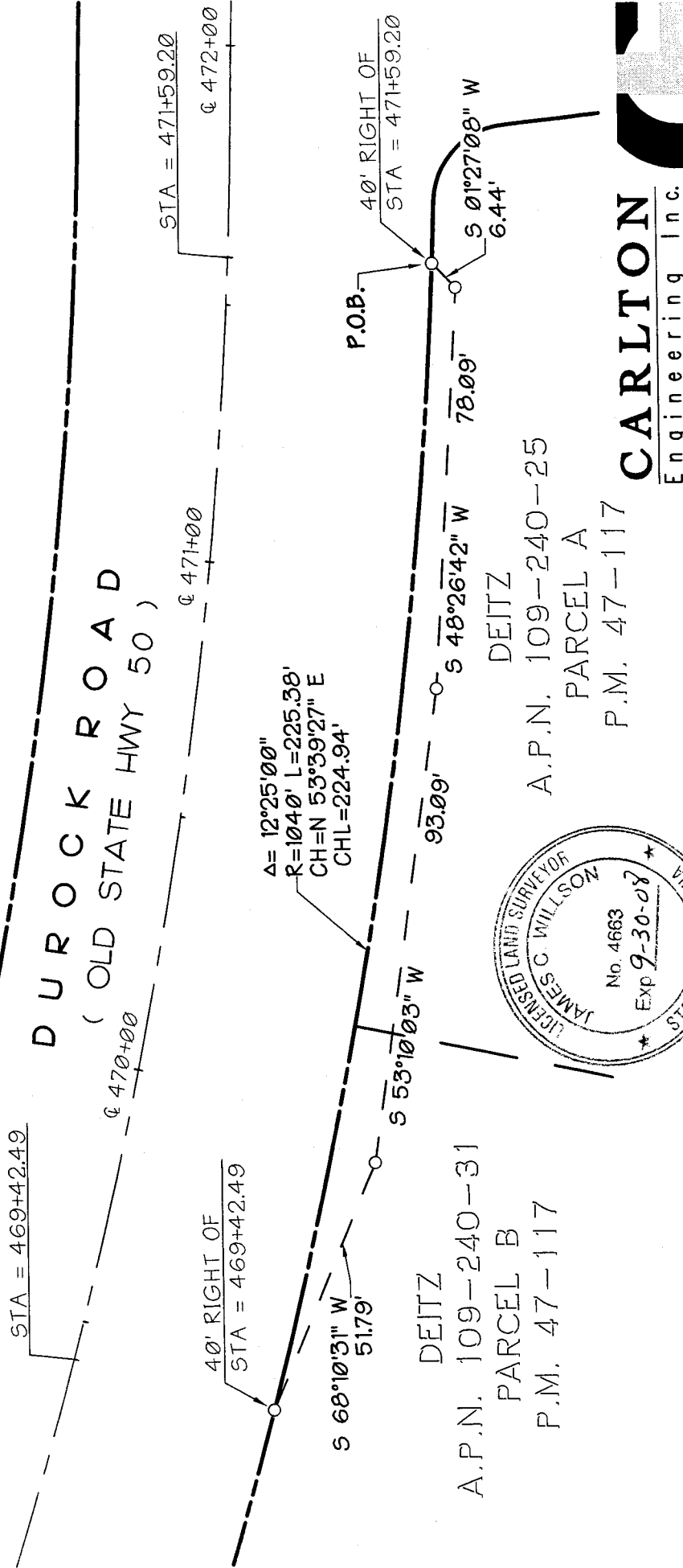
Exhibit B

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



LEGEND

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



CARLTON
Engineering Inc.

3883 Ponderosa Road, Shingle Springs, CA 95682
Voice 530.677.5515 Fax 530.677.6645

EXHIBIT "D"

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

Above section for Recorder's use _____

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

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

APN: 109-240-31

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2008.

GRANTOR:

ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS

By: _____
ROBERT J. DEITZ

By: _____
WENDY A. DEITZ

Notary Acknowledgements Follow

EXHIBIT A

Slope Easement

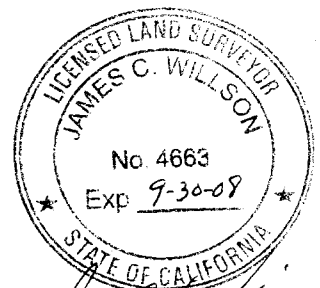
All that real property situated in the County of El Dorado, State of California described as follows:

Being a portion of Parcel B of that certain Parcel Map filed in Book 47 of Parcel Maps at page 117 in the El Dorado County Recorders office, State of California. Also a portion of that certain parcel being a portion of the Northeast Quarter of Section 11, Township 9 North, Range 9 East, described as follows:

A slope 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 468+67.18 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 46°05'54" West a distance of 13.01 feet; thence South 55°42'19" West a distance of 33.41 feet; thence South 73°04'22" West a distance of 35.69 feet; thence North 89°48'17" West a distance of 15.20 feet to a point on the aforesaid Southerly right of way line, said point being 30.00 feet Southerly or to the right of Engineer's Station 467+74.35; thence along said Southerly right of way line North 66°46'50" East a distance of 47.78 feet to a point of tangency lying 40.00 feet Southerly or to the right of Engineer's Station 468+22.13 B.C.; thence along the arc of a 1040.00 foot radius curve to the left through a central angle of 02°35'35", said curve being subtended by a chord bearing North 65°28'39" East a distance of 46.61 feet to the Point of Beginning.

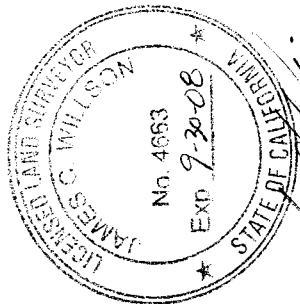
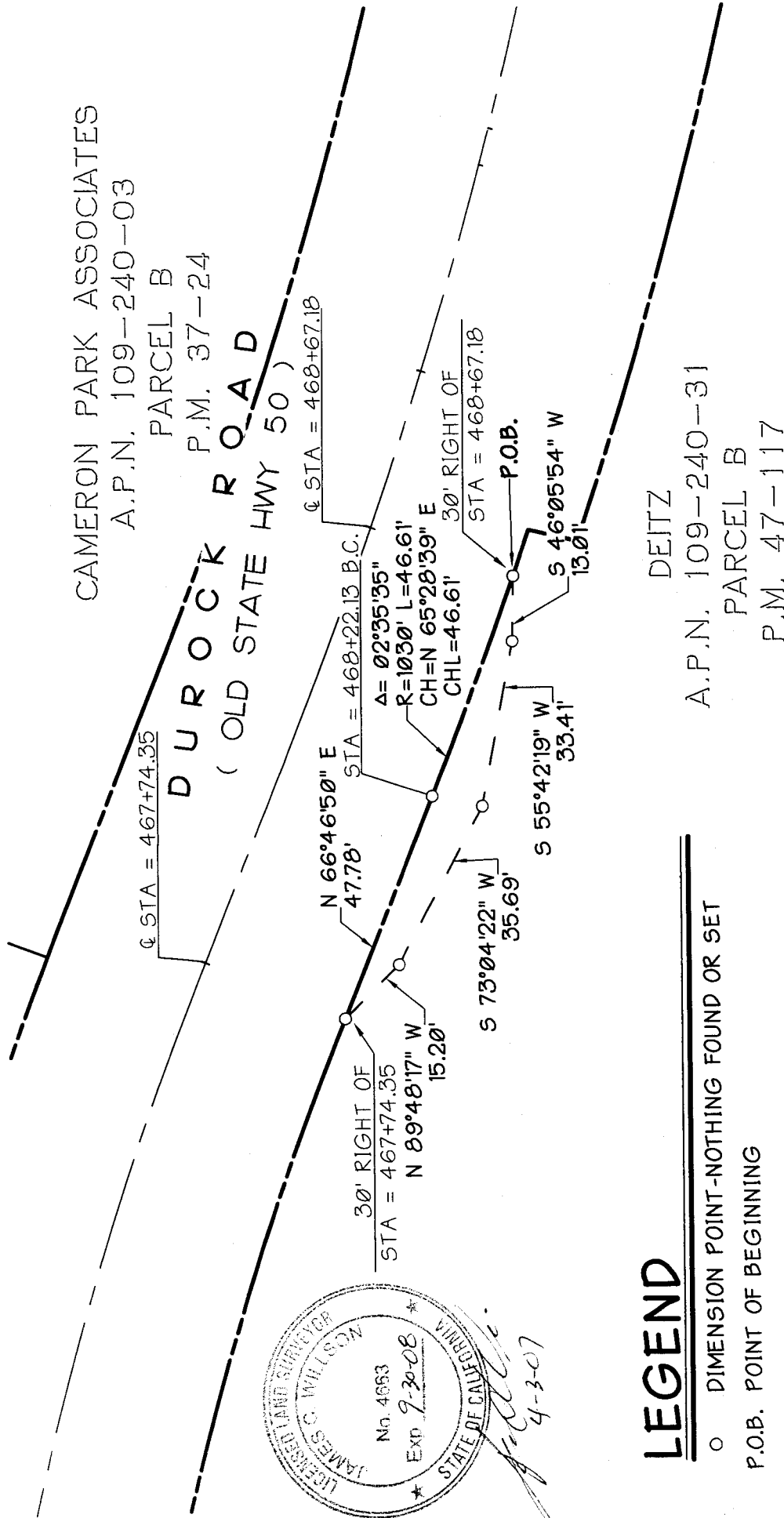
END DESCRIPTION



James C. Willson
6-18-07

Exhibit B

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



LEGEND

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

CARLTON
Engineering Inc.

3883 Ponderosa Road, Shingle Springs, CA 95682
Voice 530.677.5515 Fax 530.677.6645

EXHIBIT "E"

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: 109-240-25

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Durock Road /Business Drive Signalization Project
Project #73354

TEMPORARY CONSTRUCTION EASEMENT

ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS, 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 "E"

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 **\$22.62 (Twenty-Two Dollars and Sixty-Two 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:

ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS

Executed on this date: _____, 2008

By: _____
ROBERT J. DEITZ

By: _____
WENDY A. DEITZ

(Notary Acknowledgements Follow)

Durock Road Widening
Driveway Easement
April 3, 2007

EXHIBIT A

Temporary Driveway Construction Easement

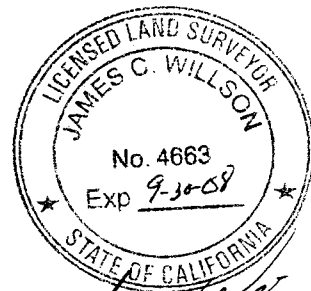
All that real property situated in the County of El Dorado, State of California described as follows:

A portion of that certain parcel being a portion of the Northeast Quarter of Section 11, Township 9 North, Range 9 East, being a portion of Parcel A of that certain Parcel Map filed in Book 47 of parcel maps at Page 117 in the El Dorado County Recorders Office, State of California, described as follows:

A temporary construction easement more particularly described as follows:

BEGINNING AT A POINT lying on the Westerly right of way line of Business Drive, also being the Easterly boundary of said Parcel A from which an angle point in said east boundary being marked by a 3/4" Capped Iron Pipe (C.I.P.) stamped "L.S. 7612" bears South 51°15'57" East a distance of 72.00 feet. Thence from that said Point of Beginning South 87°58'16" West a distance of 45.79 feet; thence along the arc of a 1040.00 foot radius non-tangent curve to the left, through a central angle of 00°56'50" said curve being subtended by a chord of North 47°15'37" East a distance of 17.19 feet; thence along the arc of a 15.00 foot radius (non-tangent) curve to the right, through a central angle of 81°56'50", said curve being subtended by a chord of North 87°45'38" East a distance of 19.67 feet; thence South 51°15'57" East a distance of 17.28 feet to the Point of Beginning.

END DESCRIPTION



[Handwritten signature]
6-14-07

