

**PARCEL MAP IMPROVEMENT AGREEMENT
BETWEEN COUNTY AND OWNER**

AGMT #06-1157

THIS AGREEMENT, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "County," and **LAKEHILLS COMMUNITY COVENANT CHURCH, INC.**, a California non-profit religious corporation whose address is 5145 Golden Foothill Parkway, Suite 190, El Dorado Hills, California 95762, hereinafter referred to as "Owner," concerning the improvements for **LAKEHILLS COMMUNITY COVENANT CHURCH, P03-0015/PD03-0007**, hereinafter referred to as "Subdivision," in accordance with the improvement plans entitled **Grading & Improvement Plans for the Construction of Lakehills Community Covenant Church**, the Tentative Parcel Map of which was conditionally approved by County's Planning Commission on the 22nd day of September, 2005.

RECITALS

WHEREAS, Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **Lake Hills Community Covenant Church, P03-0015/PD03-0007**; and

WHEREAS, Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision; and

WHEREAS, Section 1, Volume II of County's Design and Improvement Standards Manual, hereinafter referred to as the "Manual," defines the term "subdivisions" as Class I Subdivisions, Rural Subdivisions, and Minor Land Divisions, commonly referred to as parcel maps; and

WHEREAS, Subsection F to Section 2, Volume II of the Manual requires Owners to execute a Parcel Map Improvement Agreement and furnish financial security before commencing or causing to be commenced any construction of Subdivision improvements; and

WHEREAS, Section 15.14.660 and Section 16.16.050 of the El Dorado County Ordinance Code, hereinafter referred to as the "Code," address the deposit of improvement security and maintenance security in sufficient amount to assure faithful performance of the work in the event of default on the part of the Owner or where the Owner does not proceed with preparation and obtaining the approval of a final map, and to guarantee and maintain the grading work to assure the proper functioning of drainage systems and adequate erosion and sedimentation control;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms, and conditions herein, to hereby agree as follows:

AGREEMENT

OWNER WILL:

1. Make or cause to be made all of those improvements in the Subdivision as required under the findings and mitigation measures of the Conditions of Approval #P03-0015/PD03-0007 and as shown or described on the improvement plans and specifications which were approved by County's Department of Transportation on the 19th day of July, 2006, and which are described in the cost estimates, attached hereto as Exhibit A, marked "Schedule of General Sitework Improvements;" Exhibit B, marked "Schedule of Surface Improvements;" Exhibit C, marked "Schedule of Storm Drainage Improvements;" Exhibit D, marked "Schedule of Sanitary Sewer Improvements;" Exhibit E, marked "Schedule of Water Improvements;" Exhibit F, marked "Schedule of Recycled Water Improvements;" Exhibit G, marked "Schedule of Underground Power and Telephone Improvements;" Exhibit H, marked "Schedule of Erosion Control Improvements;" and Exhibit I, marked "Schedule of Consultant Fees & Services;" all of which Exhibits are incorporated herein and made by reference a part hereof. The estimated cost of the improvements agreed to be performed herein is **THREE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS AND EIGHT CENTS (\$365,676.08)**.

2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.

3. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and the County Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

4. Complete said improvements no later than (2) years from the Notice to Proceed.

5. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

7. Provide deposits for and pay all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of County's Board of Supervisors.

8. Have as-built plans prepared by a civil engineer and filed with County's Department of Transportation as provided in Section 16.16.060 of the Code.

9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages, fines, penalties, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or an account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code, Section 2778.

11. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

12. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

COUNTY WILL:

13. Upon execution of this Agreement and receipt of good and sufficient security as required by Paragraph 4 above and receipt of the appropriate service fees, authorize the Parcel Map improvements described in Paragraph 1 above for construction.

14. Upon receipt of a Certificate from County's Director of Transportation stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.

15. Require Owner to make such alterations, deviations, additions to, or deletions from the improvements agreed to be performed herein and shown and described on the plans, specifications, and cost estimates as may be deemed by County's Director of Transportation to be necessary or advisable for the proper completion or construction of the whole work contemplated.

16. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications, cost estimates, and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County's Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements, and County's Grading, Erosion and Sediment Control Ordinances.

17. Require Owner to pay County for costs and reasonable attorney fees should the County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

ADDITIONAL TERMS:

18. Owner shall conform to and abide by all Federal, State, and local building, labor, and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, the improvement plans and specifications, is to be construed to permit work not conforming to these codes, laws and regulations.

19. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

20. Neither this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Owner without written approval of County.

21. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

22. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn: James W. Ware
Deputy Director,
Transportation Planning & Land
Development

With a copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn: Tim Prudhel
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Lakehills Community Covenant Church, Inc.
5145 Golden Foothill Parkway
El Dorado Hills, CA 95762

Attn: Ron Short, Senior Pastor and
Chief Executive Officer

or to such other location as Owner directs.

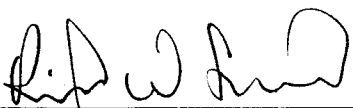
23. The County officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

24. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

25. The parties to this Agreement 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. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.


Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 11/29/06

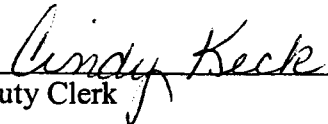
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: 
Board of Supervisors
"County"

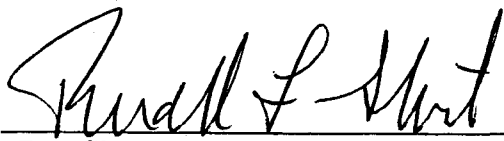
Dated: January 9, 2007

Attest:
Cindy Keck,
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: January 9, 2007

--LAKEHILLS COMMUNITY COVENANT
CHURCH, INC.--

By: 
Ron Short
Senior Pastor and Chief Executive Officer
"Owner"

Dated: 11/11/06

STATE OF CALIFORNIA)
(
COUNTY OF EL DORADO)

On this 16th day of NOVEMBER, 2006, before me,
J. CHIAPPONE, a Notary Public, personally
appeared RONALD F. SHORT, personally
known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person (s)
whose name is subscribed to this instrument, and acknowledged that he (she or 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.

WITNESS my hand and official seal.



J. Chiappone, NOTARY PUBLIC
Notary Public in and for said County & State

STATE OF CALIFORNIA)
(
COUNTY OF)

On this _____ day of _____, 200_, before me,
_____, a Notary Public, personally
appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person (s)
whose name is subscribed to this instrument, and acknowledged that he (she or 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.

WITNESS my hand and official seal.

Notary Public in and for said County & State

Exhibit A

SCHEDULE OF GENERAL SITEWORK IMPROVEMENTS

Owner agrees to perform general sitework improvements in the **Lakehills Community Covenant Church** project as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of General Site work Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Clear & Grub	20	AC	\$ 2,500.00	\$ 50,000.00
Excavation	80,000	CY	\$ 5.00	\$ 400,000.00

Total General Sitework Improvements Cost	\$ 450,000.00
Plus 10% Contingency	\$ 45,000.00
Estimated Total General Site work Improvements Cost	\$ 495,000.00

Exhibit B

SCHEDULE OF SURFACE IMPROVEMENTS

Owner agrees to improve all streets and roads for dedication upon the final map of the **Lakehills Community Covenant Church** project as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Surface Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
2.5"AC / 6.5"AB	34,606.00	SF	\$2.80	\$96,896.80
Type 2 Modified Curb and Gutter	1,322.00	LF	\$17.00	\$22,474.00
4" PCC Sidewalk	5,895.00	SF	\$4.00	\$23,580.00

Total Surface Improvements Cost \$142,950.80
Plus 10% Contingency \$14,295.08
Estimated Total Surface Improvements Cost \$157,245.88

Exhibit C

SCHEDULE OF STORM DRAINAGE IMPROVEMENTS

Owner agrees to install storm drainage improvements for the **Lakehills Community Covenant Church** project as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Storm Drainage Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
12" HDPE Storm Drain Pipe	54	LF	\$35.00	\$1,890.00
18" HDPE Storm Drain Pipe	821	LF	\$45.00	\$36,945.00
Type 'B' Drainage Inlet	3	EA	\$2,800.00	\$8,400.00
48" Storm Drain Manhole	4	EA	\$3,500.00	\$14,000.00

Total Storm Drainage Improvements Cost	\$61,235.00
Plus 10% Contingency	\$ 6,123.50
Estimated Total Storm Drainage Improvements Cost	\$67,358.50

Exhibit D

SCHEDULE OF SANITARY SEWER IMPROVEMENTS

Owner agrees to install the sewer collection and disposal system for the **Lakehills Community Covenant Church** project as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Sanitary Sewer Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC SDR-35	658	LF	\$45.00	\$29,610.00
48" Sanitary Sewer Manhole	3	EA	\$3,500.00	\$10,500.00

Total Sanitary Sewer Improvements Cost	\$40,110.00
Plus 10% Contingency	\$4,011.00
Estimated Total Sanitary Sewer Improvements Cost	\$44,121.00

Exhibit E

SCHEDULE OF WATER IMPROVEMENTS

Owner agrees to install the water supply and distribution system in the Lakehills Community Covenant Church project as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
10" PVC C-900 (CL 150) Including Fittings	625	LF	\$55.00	\$34,375.00
Fire Hydrant Assembly	1	EA	\$3,000.00	\$ 3,000.00

Total Water Improvements Cost	\$37,375.00
Plus 10% Contingency	\$ 3,737.50
Estimated Total Water Improvements Cost	\$41,112.50

Exhibit F

SCHEDULE OF RECYCLED WATER IMPROVEMENTS

Owner agrees to install the recycled water supply and distribution system in **Lakehills Community Covenant Church** project required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Recycled Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" Purple Plus PVC C-900 (CL 150) Including Fittings	356	LF	\$35.00	\$12,460.00
3" Purple Plus PVC C-900 (CL 150) Including Fittings	326	LF	\$15.00	\$4,890.00
Booster Pump	1	EA	\$3,000.00	\$ 3,000.00

Total Recycled Water Improvements Cost	\$20,350.00
Plus 10% Contingency	\$ 2,035.00
Estimated Total Recycled Water Improvements Cost	\$22,385.00

Exhibit G

SCHEDULE OF UNDERGROUND POWER AND TELEPHONE IMPROVEMENTS

Owner agrees to install utility improvements in Lakehills Community Covenant Church project required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Utility Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Joint Trench	2,800	LF	\$25.00	\$ 70,000.00

Total Underground Power and Telephone Improvements Cost	\$ 70,000.00
Plus 10% Contingency	\$ 7,000.00
Estimated Total Underground Power and Telephone Improvements Cost	\$ 77,000.00

Exhibit H

SCHEDULE OF EROSION CONTROL IMPROVEMENTS

Owner agrees to install erosion control improvements in **Lakehills Community Covenant Church** project required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Erosion Control Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Fiber Waddle	400	LF	\$3.50	\$1,400.00
Hydroseed	130,000	SF	\$0.10	\$13,000.00
Silt Fence	3,200	LF	\$3.00	\$9,600.00
Check Dam	7	EA	\$500.00	\$3,500.00
Dust Control	1	LS	\$40,000.00	\$40,000.00
SWPPP Compliance	1	LS	\$15,000.00	\$15,000.00

Total Erosion Control Improvements Cost	\$82,500.00
Plus 10% Contingency	\$8,250.00
Estimated Total Erosion Control Improvements Cost	\$90,750.00

Exhibit I

SCHEDULE OF CONSULTANT FEES & SERVICES

Owner agrees to pay for consultant fees and services in **Lakehills Community Covenant Church** project required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule Consultant Fees & Services:

Item Description	Quantity	Units	Unit Cost	Total Cost
Project Administration	2	%	\$904,520.80	\$18,090.42
Construction Staking	5	%	\$904,520.80	\$45,226.04
Construction Engineering	5	%	\$904,520.80	\$45,226.04

Estimated Total Consultant Fees & Services Cost

\$108,542.50

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the **Lakehills Community Covenant Church** project have been completed, to wit:

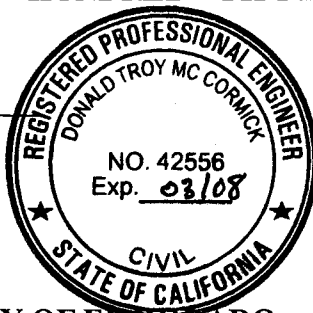
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework Improvements	\$495,000.00	80%	\$99,000.00
Surface Improvements	\$157,245.88	0%	\$157,245.88
Storm Drainage Improvements	\$67,358.50	90%	\$6,735.85
Sanitary Sewer Improvements	\$44,121.00	90%	\$4,412.10
Water Improvements	\$41,112.50	80%	\$8,222.50
Recycled Water Improvements	\$22,385.00	90%	\$2,238.50
Underground Power and Telephone Improvements	\$77,000.00	80%	\$15,400.00
Erosion Control Improvements	\$90,750.00	80%	\$18,150.00
Consultant Fees & Services	\$108,542.50	50%	\$54,271.25
Totals	<u>\$1,103,515.38</u>		<u>\$365,676.08</u>

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **THREE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SEVENTY-SIX AND 08/100 DOLLARS (\$365,676.08)**.

The Performance Bond is for the amount of **THREE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED SEVENTY-SIX AND 08/100 DOLLARS (\$365,676.08)**.

The Laborers and Materialmens Bond is for the amount of **FIVE HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 69/100 DOLLARS (\$551,757.69)**.

DATED: 11/17/06



Donald T. McCormick
 Donald T. McCormick, RCE 42556
 R.E.Y. Engineers, Inc.
 105 Lake Forest Way, Suite C
 Folsom, CA 95630

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 11/29/06

Richard W. Shepard
 Richard W. Shepard, P.E.
 Director of Transportation

Bond No. 104840806

Premium \$6,069.00

LABORERS AND MATERIALMENS BOND FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **Lakehills Community Covenant Church, Inc.** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2006, and identified as project **Grading & Improvement Plans for the Construction of Lakehills Community Covenant Church** is hereby referred to and made part hereof; and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, we, the Principal and Travelers Casualty and Surety Company of America (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **Five Hundred Fifty-One Thousand Seven Hundred Fifty-Seven Dollars and Sixty-Nine Cents (\$551,757.69)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on November 16, 20 06.

"Surety"

Travelers Casualty and Surety Company
of America

By Susan K. Symons

Susan K. Symons, Attorney-In-Fact
Print Name

"Principal"

Lakehills Community Covenant Church, Inc.

By Ron Short

Ron Short, Senior Pastor and Chief
Executive Officer
5145 Golden Foothill Parkway, Suite 190
El Dorado Hills, CA 95762

NOTARIES ATTACHED

PRINCIPAL

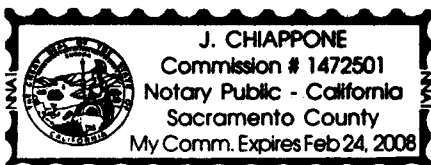
STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this 16th day of NOV, 2006, before me a Notary Public, personally appeared RONALD F. SHORT, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name is subscribed to this instrument, and acknowledged that he ~~(she or they)~~ executed it.

WITNESS my hand and official seal.

J. Chiappone, NOTARY PUBLIC
Notary Public in and for said County and State



SURETY

~~STATE OF CALIFORNIA~~ ~~XXXXXXXXXX~~ Illinois

~~COUNTY OF EL DORADO~~ Cook

On this 16th day of November, 2006, before me a Notary Public, personally appeared Susan K. Symons, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Diana L. Kuntz
Notary Public in and for said County and State



POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215990

Certificate No. 001051495

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael G. Alberico, E. Thomas Thilman, John M. Atkinson, Michael DeCaigny, Susan K. Symons, Pam J. Klasen, Eric M. Mezmar, Art Pedraza, and Thomas W. Filippini

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

Bond No.	<u>104840806</u>
Premium	<u>\$6,069.00</u>

PERFORMANCE BOND AGREEMENT FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **Lakehills Community Covenant Church, Inc.** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated Jan 9, ²⁰⁰⁷~~2006~~, and identified as project **Grading & Improvement Plans for the Construction of Lakehills Community Covenant Church** is hereby referred to and made part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Travelers Casualty and Surety Company of America, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Three Hundred Sixty-Five Thousand Six Hundred Seventy-Six Dollars and Eight Cents (\$365,676.08)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents

Performance Bond (continued)

and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on November 16, _____, 2006

"Surety"

"Principal"

Travelers Casualty and Surety Company
of America

Lakehills Community Covenant Church, Inc.

By 
Susan K. Symons, Attorney-In-Fact

By 
Ron Short, Senior Pastor and Chief
Executive Officer

Susan K. Symons
Print Name

5145 Golden Foothill Parkway, Suite 190
El Dorado Hills, CA 95762

NOTARIES ATTACHED

PRINCIPAL

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this 16th day of NOVEMBER, 2006, before me a Notary Public, personally appeared RONALD F. SHORT, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (~~she or they~~) executed it.

WITNESS my hand and official seal.

J. Chiappone, NOTARY PUBLIC
Notary Public in and for said County and State



SURETY

STATE OF ~~CALIFORNIA~~ Illinois

COUNTY OF ~~EL DORADO~~ Cook

On this 16th day of November, 2006, before me a Notary Public, personally appeared Susan K. Symons, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.

Diana L. Kuntz
Notary Public in and for said County and State



EL DORADO COUNTY PLANNING DEPARTMENT

APPLICATION FOR Tentative Parcel Map

ASSESSOR'S PARCEL NO.(s) ⁵⁴ 107-130-211 New APN# 121-280-11

PROJECT NAME/REQUEST: (Describe proposed use) Lakehills Community Covenant Church

IF SUBDIVISION/PARCEL MAP: Create 4 lots, ranging in size from 1.95 ac to 12.46 ac acre(s) / SF
IF ZONE CHANGE: From no to _____ IF GENERAL PLAN AMENDMENT: From no to _____
IF TIME EXTENSION, REVISION, CORRECTION: Original approval date _____ Expiration date _____

APPLICANT/AGENT Lakehills Community Covenant Church

Mailing Address 5145 Golden Foothill Parkway, Suite 190, El Dorado Hills, CA
Phone (916) 939-9300 X103 FAX (916) 939-9309 95762

PROPERTY OWNER same as above Contacts: ~~Don White (916) 366-3040 (W) 472-9436 (H)~~
Mailing Address Sherman Haggerty Don McCormick
Phone () (916) 858-3900 (916) 933-3539 (H)
Lon Short, Postal FAX () _____ FAX (916) 939-9300 X103 (916) 366-3303

LIST ADDITIONAL PROPERTY OWNERS ON SEPARATE SHEET IF APPLICABLE

ENGINEER/ARCHITECT R.E.Y. Engineers, Inc.

Mailing Address 3222 Ramos Circle, Sacramento, CA 95827

Phone (916) 366-3040 FAX (916) 366-3303

LOCATION: The property is located on the North side of White Rock Road
N/E/W/S street or road

2800' feet / ~~miles~~ East of the intersection with Latrobe Road
N/E/W/S major street or road

in the El Dorado Hills area. PROPERTY SIZE 20.5T ac 19.61 ac
acreage / square footage

Russell Short Date 10-22-03
signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 10/30/03 Fee \$ 8,556.60 Receipt # 20217 Rec'd by P. O'Quinn Census 307.
Zoning CG-PD GPD C Supervisor Dist 2 Sec 11 Twn 9N Rng 8E

ACTION BY X PLANNING COMMISSION
ZONING ADMINISTRATOR

ACTION BY BOARD OF SUPERVISORS

Hearing Date September 22, 2005

Hearing Date N/A

Approved X Denied _____
findings and/or conditions attached

Approved _____ Denied _____
findings and/or conditions attached

Peter N. Maurer (jr)
Executive Secretary

APPEAL None
Approved _____ Denied _____