

**REIMBURSEMENT AGREEMENT FOR THE INTERSECTION IMPROVEMENTS
AT DUROCK ROAD AND BUSINESS DRIVE BETWEEN
THE COUNTY AND THE DEVELOPER**

THIS REIMBURSEMENT AGREEMENT, hereinafter called "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 **KFRD INVESTMENTS, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 681 Main Street, Suite 220, Placerville, CA 95667, (hereinafter referred to as "Developer"), concerning the Durock Road and Business Drive traffic signal and intersection widening;

RECITALS

WHEREAS, the Findings/Conditions for Parcel Map P99-13, Mitigation Measures No. 18, require Developer to design and construct a traffic signal at the intersection of Durock Road and Business Drive and other improvements inclusive of Durock Road to include a westbound left-turn lane at this intersection, and an eastbound right-turn only lane (hereinafter collectively "the Project"), and provides that said improvements may be eligible for reimbursement from the County's West Slope Traffic Impact Mitigation (TIM) fee program and/or from the Durock Road Fee; and

WHEREAS, in accordance with Findings/Conditions for Parcel Map P99-13, Conditions of Approval No. 14, the County and Developer entered into Road Improvement Agreement for Durock Road/Business Drive Between The County And The Developer, Agreement # 04-601 (hereinafter "RIA #04-601"), for the construction of the Project in accordance with improvement plans and cost estimates entitled **BARNETT BUSINESS PARK UNIT II, DUROCK ROAD IMPROVEMENTS (CARLTON ENGINEERING) FROM STATION 468+00 TO STATION 478+00 (DUROCK ROAD) AND STATION 10+00 TO STATION 13+00 (BUSINESS DRIVE)**; and

WHEREAS, the original scope for the Project was subsequently changed in scope and design as more fully described and consistent with final improvement plans, specifications and estimates entitled **DUROCK ROAD & BUSINESS DRIVE TRAFFIC SIGNAL AND INTERSECTION WIDENING – CONTRACT NO. 73354**, signed by Robert E. Scarborough, engineer for Carlton Engineering, and submitted on April 12, 2007, (hereinafter referred to as "Revised Project") by Developer to County's Department of Transportation engineering staff to better meet the needs of Parcel Map P99-13 and the County; and

WHEREAS, County's Department of Transportation subsequently added the Revised Project to the County's Department of Transportation Proposed Five-Year Capital Improvement Program, 2007 ("County's CIP"), as Project No. 73354 and the Revised Project is scheduled for construction within the initial five year period of the County's CIP; and

WHEREAS, County and Developer agree that it is in the best interests of both parties for the Developer to complete the final design of the Revised Project as a condition to Parcel Map P99-13, and have County construct the Revised Project as a part of the County's CIP, and on October 30, 2007 County's Board of Supervisors approved a first amendment to the road improvement agreement, Agreement #04-601, to reflect same; and

WHEREAS, County has adopted "County of El Dorado Department of Transportation Guidelines for Road Impact Fee/Traffic Impact Mitigation Fee Reimbursement Projects" that identify requirements for pre-construction procedures, bid/proposal procedures, project award, construction, reimbursement and cost reimbursement policies, a copy of which is on file and available at the County's Department of Transportation main office located at 2850 Fairlane Court, Placerville, California 95667, and is incorporated herein and made a part hereof as though fully set forth; and

WHEREAS, County has further maintained Durock Road Fees within the Durock Road Account to provide reimbursement for certain designated design and construction costs associated with the Project. Pursuant to the Agreement to Acknowledge Termination of Agreements of Barnett Business Park Fee Between KFRD Investments, Inc. and Joe Vicini, Inc., dated June 22, 2004, (herein referred to as the "Termination Agreement"), the parties agreed to apply those Durock Road funds to reimbursements for payment of design and construction of improvements which are inclusive of the Project (previously referred to in said agreement as the "Barnett Business Park, Off-site Durock Road Improvements (Carlton Engineering), from Station 10+00.00 to Station 18+50.00"); and pursuant to the First Amendment to the Termination Agreement those Durock Road Funds are therefore available to provide for reimbursement of allowable costs of work for the Revised Project;

NOW, THEREFORE, it is the intent of the parties hereto that the performance of this Agreement shall be in conformity with all applicable state and local laws, rules and regulations and the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

ARTICLE I: REIMBURSEMENT

- A. County agrees to reimburse Developer for those total reimbursable costs set forth in Exhibit "A" pursuant to County of El Dorado Department of Transportation Guidelines for Road Impact Fee/Traffic Impact Mitigation Fee Reimbursement Projects ("Guidelines") with the exception that the 20% limit for engineering costs will not apply. In no event shall the Reimbursable Costs exceed the maximum amounts listed on the Schedule of Reimbursement, attached hereto as Exhibit "A" and incorporated by reference herein as though fully set forth. Timing, priority of payees and sources of funding for the reimbursement payments shall be in accordance with Exhibit "A".

B. Reimbursable Costs include, as set forth on Exhibit "A":

1. Department of Transportation plan check and inspection fees billed to the Developer for the Project and Revised Project up to the day of the execution of this Agreement.
2. Engineering fees billed to the Developer by Carlton Engineering for design of Project and Revised Project.
3. Engineering fees billed to the Developer by Keith Flaherty for design of Project and Revised Project.

C. Reimbursement of the Reimbursable Cost to the Developer shall be reduced by the amount due to County on the day of the execution of this Agreement related to Developer's commercial grading and parcel map permit accounts (CG147618, CG154395, PM05-0002 and PM99-0013). The funds deducted shall be used to satisfy the commercial grading and parcel map permits' outstanding account balances. Any future charges to these accounts will be the sole responsibility of the Developer.

D. That portion of the reimbursement of the Reimbursable Cost attributable to invoices billed to Developer from Carlton Engineering and not paid by KFRD for this Project and Revised Project pursuant to their original contract will be satisfied in the following manner: County will issue a joint check for those Reimbursable Costs attributable to said work through the period ending May 31, 2007, naming the Developer and Carlton Engineering as joint payees. Joint checks shall be eliminated upon written authorization from Carlton Engineering Inc.

E. Payment of the outstanding obligation of Developer to County for Department of Transportation time and materials billings for plan checking efforts in the amount of \$53,916.00, account #66105, will be paid in accordance with Exhibit "A".

F. The remaining Reimbursable Costs shall be paid to Developer as follows: as set forth in the Schedule of Reimbursement attached hereto as Exhibit "A" and incorporated by reference herein Reimbursements shall be made first from the available funds in the Durock Road Account with the remaining balance, if any, to be made from the County's West Slope Traffic Impact Mitigation Fee (TIM) fund. Developer acknowledges and agrees that the sole source of funds that Developer shall look to for the repayment of the Reimbursable Costs shall be the Durock Road Account and where applicable, the TIM fund as provided in this Agreement. The County shall not be required to fund the Reimbursable Costs from any other funds or revenues, including but not limited to, the County General Fund. Nothing contained herein shall affect the County's ability to modify the TIM Fee Programs as required by law, or as required in conjunction with other land use decisions in the future.

Notwithstanding any other provision to the contrary, in no event shall Developer be entitled to accelerate any payment or payments under this Agreement, whether for insufficient funds or otherwise.

ARTICLE II: VENUE

This Agreement has been executed in California, and shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE III: WAIVER

Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or of any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be expressed and in writing and shall be delivered to the other party.

ARTICLE IV: CONSTRUCTION

This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel and review and participated in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

ARTICLE V: CHANGES TO AGREEMENT

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.

ARTICLE VI: NOTICE TO PARTIES

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.: Diana Buckley,
Deputy Director of Administration

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 KFRD Investments, Inc. shall be addressed as follows:

KFRD Investments, Inc
P.O. Box 1983
Placerville, CA 95667
Attn: Kenneth Wilkinson

or to such other location as directed.

ARTICLE VII: CONTRACT ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Diana Buckley, Deputy Director of Administration, Department of Transportation, or successor.

ARTICLE VIII: ASSIGNMENT

This Agreement, or any part thereof, or any monies due or to become due hereunder may not be assigned by Developer without the approval of County.

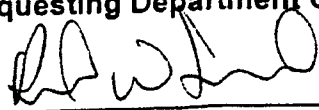
ARTICLE IX: AUTHORIZED SIGNATURES

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 to the obligations set forth herein.

ARTICLE X: SEVERABILITY

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

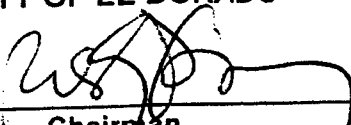
Requesting Department Concurrence:

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

Dated: 6/11/08

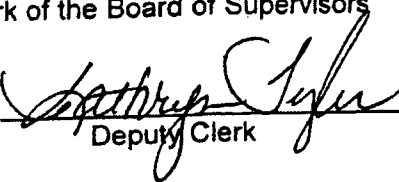
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: 
Chairman
BOARD OF SUPERVISORS

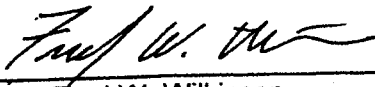
Dated: 6-10-08

Attest:
Cindy Keck
Clerk of the Board of Supervisors

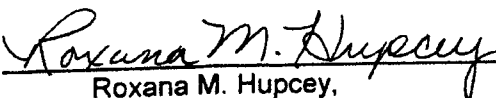
By: 
Deputy Clerk

Dated: 6-10-08

KFRD INVESTMENTS, INC.

By: 
Fred W. Wilkinson,
Vice President
"Developer"

Dated: 6-4-08

By: 
Roxana M. Hupcey,
Secretary
"Developer"

Dated: 6/4/08

DEVELOPER

ACKNOWLEDGMENT

State of California

County of El Dorado

On June 4, 2008 before me, Nancy Boyett, Notary Public
(here insert name and title of the officer)

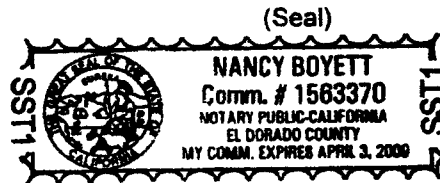
personally appeared Fred W. Wilkinson and Roxana M. Hupcey

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy Boyett



DEVELOPER

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A - Updated to 5/13/08 T&M Billings & Durock Road Account Interest Earned

Schedule of Reimbursement
(Amounts shown are current as of 5/13/08 - 12:00noon)

Detail	Eligible Project Costs (1)	Reduction to Eligible Project Costs	Net Reimbursement	Payee	Payment Timing and Amount (2)			Total
					30 day	1 year	3 year	
Payment Amount from Durock Road Account					231,022			231,022
Payment Amount from TIM					32,211	32,211	32,211	128,845
Total Payment					263,234	32,211	32,211	359,867
DOT Fees - Paid by KFRD	31,613		31,613	KFRD				31,613
DOT Fees - Not Paid	53,916		53,916	DOT				53,916
DOT Fees - On Site - see detail (1) below	-	60,014	60,014	DOT				60,014
Carlton Engineering - Not Paid (3)	124,451		124,451	Joint KFRD & Carlton				124,451
Carlton Engineering - Paid by KFRD	141,237	(60,014)	81,223	KFRD		32,211	32,211	124,451
Other Paid by KFRD	8,650		8,650	KFRD				81,223
Total	\$359,867	\$0	\$359,867		\$263,234	\$32,211	\$32,211	\$359,867
(1) Detail for Unpaid Billings to KFRD for On-Site Plan Review and Inspection								
Commercial Grading (CG 147618) (Through 4/25/08)	58,305				Payment Timing Notes			
Commercial Grading (CG 164395)	878				Initial payment to be made within 30 days of approval of reimbursement agreement and re-submittal of a complete reimbursement package and approval of plans and specifications by the County			
Parcel Map 05-0002	514				30 day			
Parcel Map 99-001	317				1 Year			
Total Outstanding Billings *	\$60,014				2 Year			
* amount may increase due to ongoing work efforts of DOT staff					3 Year			
(2) The payment timing presented here departs from the Guidelines in that the initial payment per the Guidelines is to be made within 90 days of acceptance of the improvement by County.								
(3) Carlton's Late fees for non-payment of invoices and Admin Fees for Invoice/check retrieval not included in this amount - Non Eligible for Reimbursement								

JW Durock
(Signature)



DISCOUNT FOR CASH AGREEMENT

As of the date of this Agreement, FRED WILKINSON and KFRD, INC. each acknowledge they owe the outstanding amount of \$124,787.56 plus interest to CARLTON ENGINEERING, INC. for services pursuant to a contract dated September 18, 2003.

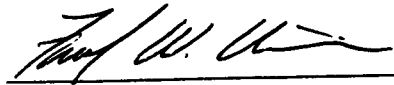
In exchange for the payment of \$100,000.00 by KFRD Inc. to CARLTON ENGINEERING INC. on or before June 5, 2008, CARLTON ENGINEERING INC. shall and hereby does release its claim to any outstanding sums arising from design, drafting, reproduction, engineering, consultations and all other labor and materials CARLTON ENGINEERING INC. has expended and/or delivered for the benefit of KFRD Inc. relating to the Signalization Design and Intersection Widening Project at Durock Road and Business Drive in Shingle Springs, California.

The said payment by KFRD Inc. shall be in the form of a cashier's check and delivered to the offices of CARLTON ENGINEERING in Shingle Springs, CA.

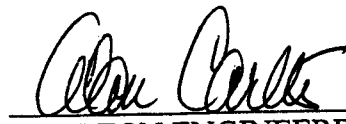
In exchange for the payment as stated herein and at the same time and place thereof, CARLTON ENGINEERING INC. shall provide KFRD Inc. the signed and sealed, wet-stamped plans, specifications, studies, traffic control plans, and other deliverables created or gathered which relate to the said signalization project designed by CARLTON ENGINEERING INC. for KFRD Inc. CARLTON ENGINEERING INC. shall also provide at the same time and place, all ordinary and customary electronic media "Auto-CAD" of that work. The electronic file transfer shall be subject to the execution of the attached CADD/Electronic File Transfer Agreement.

CARLTON ENGINEERING INC. hereby authorizes the County of El Dorado to terminate its joint check procedure with respect to this project.

Date: 5-23-08


KFRD Inc.
By: Fred Wilkinson, President

Date: 6-24-08


CARLTON ENGINEERING INC.
By: Alan Carlton, President

.\corp\CarltonEngineeringIncDiscountForCashAgKFRDInc051908

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado

On 6/24/08 before me, Nancy Boyett, Notary Public
Date Here Insert Name and Title of the Officer

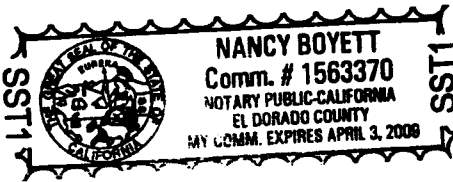
personally appeared Alan Carlton
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy Boyett
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Discount For Cash Agreement

Document Date: 6-24-08 Number of Pages: 1

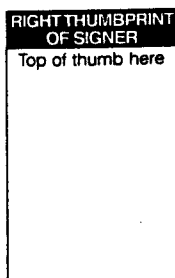
Signer(s) Other Than Named Above: Fred Wilkinson

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of EL DORADO }

On 5/23/08 before me, SUSAN K SAY NOTARY Public
Date Here Insert Name and Title of the Officer

personally appeared FRED WILKINSON
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan K Say
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Discount For Cash Agreement

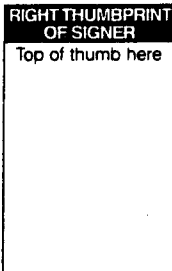
Document Date: 5-23-08 Number of Pages: 1 + NOTARY

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

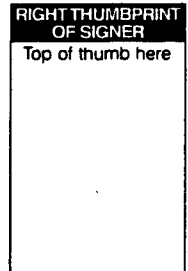
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made effective June 10, 2008 by and between KFRD Investments, Inc. (hereinafter KFRD) and the County of El Dorado (hereinafter COUNTY) with respect to the following:

NATURE OF CLAIM

A dispute has arisen between the parties hereto concerning the Durock Road and Business Drive traffic signal and intersection widening. This dispute has led to the filing of a complaint and cross-complaint which are now pending in the El Dorado County Superior Court Case Number PC20080082 (hereinafter "Subject Litigation").

ACKNOWLEDGEMENT

KFRD and County acknowledge that in conjunction with and as a part hereof, the parties have entered into the following Agreements:

1. Reimbursement Agreement for the Intersection Improvements at Durock Road and Business Drive Between the County and the Developer;
2. First Amendment to Road Improvement Agreement for Durock Road/Business Drive Between the County and the Developer;
3. First Amendment to Agreement to Acknowledge Termination of Agreement of Barnett Business Park Fee between KFRD Investments, Inc. and Joe Vicini, Inc.
4. Temporary Right of Way and Construction Easement.

In consideration of the above agreements which are incorporated herein as though fully set forth and in order to further the purpose of said documents, it is hereby agreed as follows:

MUTUAL RELEASE

That KFRD in consideration of the foregoing and the payment of Three Hundred Fifty-Nine Thousand Eight Hundred Sixty-Seven dollars (\$359,867.00) pursuant to the schedule attached to the Reimbursement Agreement, Exhibit A does hereby and for its heirs, executors, administrators, successors, partners, employers, employees attorneys, indemnitors and assigns release, acquit and forever discharge the COUNTY its employees, agents and contractors, and its servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, including attorney fees, whether based on tort, contract, or other legal or equitable theories of recovery which KFRD now has or which may hereafter accrue on account of or in any way growing out of or relating to matters which gave rise to the Subject Litigation.

That the COUNTY does hereby and for its heirs, executors, administrators, successors, partners, employers, employees attorneys, indemnitors and assigns release, acquit and forever discharge KFRD its employees, agents and contractors, and its servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, including attorney fees, whether based on tort, contract, or other legal or equitable theories of recovery which COUNTY now has or which may hereafter accrue on account of or in any way growing out of or relating to matters which gave rise to the Subject Litigation.

The parties hereto agree that this compromise and release shall constitute a bar to all such claims, demands, obligations or causes of action. This bar shall be effective upon the effective date of this agreement.

Each of the parties to this Settlement Agreement will bear their own costs, attorneys' fees and all other monies incurred or paid in connection with the Subject Litigation.

RELEASE OF UNKNOWN CLAIMS

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain Claims Not Affected By General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

All parties to this Settlement Agreement understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if one of them should eventually suffer additional damages or losses from their prior interactions, or should there exist other undisclosed obligations or liabilities existing between them, including their assignees, they will not be able to make any claim for those damages, losses or obligations. Furthermore, all parties to this Settlement Agreement acknowledge that they intend these consequences even as to claims for damages, losses or obligations that may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect their decision, either singularly or collectively, to execute this release, regardless of the cause of their lack of knowledge.

NO ADMISSION.

This Settlement Agreement is the compromise of a disputed claim and fully and finally settles all claims between the parties hereto stemming from the matters forming the basis of the Subject Litigation. Nothing contained in this Settlement Agreement, including, without limitation, the payment of any consideration hereunder or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein. Except for the obligations created by this Settlement Agreement, each party or person hereto expressly denies any and all liability associated with or related, whether directly or indirectly, to the Subject Litigation and claims therein described.

NO ASSIGNMENT

KFRD represents and warrants that they have not heretofore assigned, transferred or hypothecated or purported to have assigned, transferred to hypothecated or will in the future assign, transfer or hypothecate to anyone any debt, judgment, claim, liability, demand, property, action, cause of action, or any interest therein, based upon or arising out of or pertaining to or concerning or connected with any matter, facts, events, circumstances or things released herein.

AUTHORITY OF SIGNATORIES.

All parties covenant that they possess the necessary capacity and authority to sign and enter into this Settlement Agreement.

COUNTERPARTS.

For the convenience of the parties, this document may be executed in counterparts which shall together constitute the agreement of the parties.

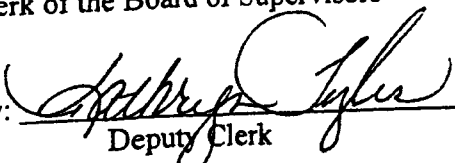
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: 
Chairman
BOARD OF SUPERVISORS

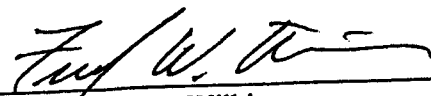
Dated: 4/10/08

Attest:
Cindy Keck
Clerk of the Board of Supervisors

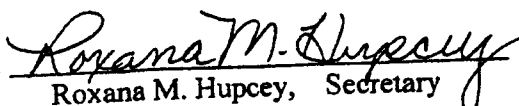
By: 
Deputy Clerk

Dated: 6-10-08

KFRD INVESTMENTS, INC.

By: 
Fred W. Wilkinson,
Vice President

Dated: 6-4-08

By: 
Roxana M. Hupcey, Secretary

Dated: 6/4/08