

ORIGINAL

Seller: WRI Golden State
APN: 327-290-58
Project#: 71317
Escrow#: 205-9788

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 WRI GOLDEN STATE LLC, A DELAWARE LIMITED LIABILITY COMPANY, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Traffic Signal Appurtenance Easement as described and depicted in Exhibit C and the exhibits thereto, a Public Utility Easement as described and depicted in Exhibit D and the exhibits thereto, and a Temporary Construction Easement (TCE) as described and depicted in Exhibit E and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", 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:

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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 Acquisition Properties, as described and depicted in the attached Exhibits B, C, D and E and the exhibits thereto. The terms of the Traffic Signal Appurtenance Easement, Public Utilities Easement and TCE shall be those set forth in Exhibits C, D and E respectively, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$59,060.00 for fee title, including loss of improvements, \$20,735.00 for the Traffic Signal Appurtenance Easement, \$620.00 for the Public Utilities Easement and \$79,385.00 for the TCE, for a total of \$159,800.00 (One-Hundred Fifty-Nine Thousand Eight-Hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$159,800.00.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9788, which has 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 Grant Deed, Traffic Signal Appurtenance Easement, Public Utilities Easement and TCE from Seller to County for the

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Acquisition Properties. 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 February 28, 2007, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed, Traffic Signal Appurtenance Easement, Public Utilities Easement and TCE; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

Seller shall not be responsible for any escrow or other fees related to this Agreement as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended.

5. TITLE

Seller shall by Grant Deed, Traffic Signal Appurtenance Easement, Public Utilities Easement and TCE convey to the County, the Acquisition Properties, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and

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- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes; as contained in Placer Title Company Preliminary Report Order No. 205-9788, dated June 29, 2006 (hereinafter Preliminary Title Report), if any; and
- C. Exceptions numbered 1, 2, 3 and 29 paid current, and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 28, as contained in said Preliminary Title Report; and
- D. Seller affirms that exception 22 & 23 on said Preliminary Title Report, a Deed of Trust to secure an indebtedness of \$135,039,950.82, dated December 31, 1997, recorded January 06, 1998, in Book 5071, Page 76, Official Records of El Dorado County, requires that the beneficiary therein be paid with the proceeds from this Acquisition Agreement. Seller and County acknowledge that said Deed of Trust encumbers multiple properties of which the Acquisition Properties are a part.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

6. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear from all liens, licenses, claims, encumbrances, easements, and encroachments on the Property, not disclosed by the public record and that said

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Preliminary Title Report.

- B. Seller has no knowledge of any pending litigation involving the Property.
- 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 Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deeds.

7. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

8. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company up to the Close of Escrow. Seller agrees to indemnify and hold County harmless from any claim arising from such assessment, bond, charge or lien imposed upon the Property on or before the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens,

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together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller warrants and represents that, to the best of Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters. County and its representatives, prior to the date of closing, will have been afforded the opportunity to inspect the Property as it so desires.

10. 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 fee property described in the Grant Deed 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 Missouri Flat 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, and referenced in the Exhibits hereto, includes, but is not limited to, full payment for such possession and use, including severance damages, if any, from said date.

11. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the

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public project for which the Acquisition Properties 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.

12. 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.

13. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, 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.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed, Traffic Signal Appurtenance Easement, Public Utilities Easement and TCE for the Acquisition Properties 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 Grant Deed, Traffic Signal Appurtenance Easement, Public Utilities Easement, and TCE.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed, Traffic Signal Appurtenance Easement, Public Utilities Easement, and TCE for the Acquisition Properties described and depicted in

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Exhibits B, C, D and E and the exhibits thereto, together with County's Certificates of Acceptance.

- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

15. 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.

16. 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.

17. 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: WRI Golden State LLC
C/O Weingarten Realty Investors
Victoria Brown, Esq., Director Land Sales & Acquisitions
2600 Citadel Plaza, Suite 300
P.O. Box 924133
Houston, TX 770008**

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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

18. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, representatives, successors, and assigns except as otherwise provided in this Agreement.

19. 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.

20. 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.

21. 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.

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22. 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.

23. CONSTRUCTION CONTRACT WORK

A. 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:

- (i) County or county contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed. The existing sign in the main entrance median is in conflict with the proposed road improvements and will be removed. Replacement of said sign, landscape and irrigation is Seller's responsibility.
- (ii) County or county contractor or authorized agent will erect temporary construction fencing and/or barriers in place of existing landscape improvements along Right of Way areas, where appropriate, for public safety during the term of the construction. Said temporary construction fencing and/or barriers will be removed at the end of the construction. Replacement of landscape improvements is Seller's responsibility.
- (iii) During Phase 1A of the construction of said project, the main entrance will be closed only as needed for construction purposes during the course of the construction. During that time, County or county contractor or authorized agent will provide a temporary signalized driveway at the north end of the WRI Golden State LLC

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Property, (north of the current existing northerly entrance, located just north of the Bank of America). Upon completion of the construction of the new northerly entrance and temporary signalization, with said construction improvements paid for by County, the current existing northerly entrance will be closed permanently. While the main entrance is closed, a temporary parking area, located in the current vacant pad area north of the main and current existing northerly entrances described above, will be provided and stripped appropriately to accommodate the temporary closure of portions of the current parking area as described in the Construction Plans and Specifications for said Project #71317. Access to the Property will remain open during construction via one or more of the access points described herein. Upon completion of the project, or sooner, the main entrance will be reopened, which will include the permanent signalization installed in accordance with the Traffic Signal Appurtenance Easement. The entrance constructed at the northerly end of the Property shall remain permanent and open, minus the temporary signalization that was provided during the term of construction.

- (iv) At the culmination of the Phase 1A construction project, the current exit at the south end of the Property, (located between the Umpqua and Washington Mutual Banks) will be closed permanently.
- (v) During Phase 1B of the construction, the recycling center will be relocated within the Property, with the cost borne by the County for said relocation, and the pavement repaired, if necessary, and re-striped to accommodate the Recycling Centers' new

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location. County shall coordinate to obtain Property Management and Recycling Center Owners' concurrence with the new placement.

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.

All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. The just compensation provided in Section 2 herein, and referenced in the Exhibits hereto, includes compensation for the removal of any improvements, including those noted in this Section.

24. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number: 327-290-58) where necessary to perform the replacement and/or reconstruction as described in Section 23 of this Agreement. Seller understands and agrees that after completion of the work described in Section 23, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance

25. 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 and shall become effective immediately upon the County's approval and acceptance of this Agreement.

26. 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

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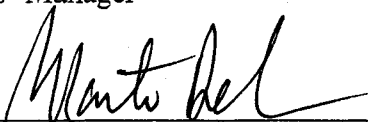
binding unless executed in writing by the party to be bound thereby.

SELLER:

**WRI GOLDEN STATE LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

By: Weingarten Golden State, Inc.
Its' Manager

Date: 12.27.06

By: 

vs Martin Debrovner,
Vice ~~President~~ *Chairman*

COUNTY OF EL DORADO

Date: _____

By: _____

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 NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THE PARCEL MAP, FILED MAY 26, 1982 IN BOOK 30, OF PARCEL MAPS AT PAGE 149, EL DORADO COUNTY RECORDS.

ASSESSORS PARCEL NO.: 327-290-58-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL 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 DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **WRI GOLDEN STATE LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, in fee, 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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2007.

GRANTOR:

WRI GOLDEN STATE LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Weingarten Golden State, Inc.
Its' Manager

By: _____
M. Candace DuFour
Sr. Vice President

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 149, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

PARCEL 1

Beginning on the northeasterly boundary of said parcel, from which the most northerly corner of said parcel, marked by a ¾" capped iron pipe stamped "LS 3185", bears North 39°18'18" West (cite North 39°15'27" West) 25.647 meters (84.14 feet); thence from said point of beginning along the existing southwesterly right-of-way line of Missouri Flat Road the following 4 courses: 1) South 39°18'18" East (cite South 39°15'27" East) 58.968 meters (193.46 feet); 2) North 47°40'02" East (cite North 47°39'58" East) 1.420 meters (4.66 feet); 3) South 35°58'45" East (cite South 35°58'49" East) 29.015 meters (95.19 feet); 4) South 40°38'06" East (cite South 40°38'10" East) 12.333 meters (40.46 feet) to the new southwesterly right-of-way line of said Missouri Flat Road; thence leaving said existing right-of-way line along said new right-of-way line the following 5 courses: 1) South 79°10'18" West 9.624 meters (31.57 feet); 2) North 36°46'09" West 22.366 meters (73.38 feet); 3) North 09°02'01" East 8.946 meters (29.35 feet); 4) North 39°28'12" West 67.310 meters (220.83 feet); 5) North 50°41'42" East 0.961 meters (3.15 feet) to the point of beginning, containing 0.0294 hectares (0.073), more or less.

PARCEL 2

Beginning on the southerly boundary of said parcel, from which the southwest corner, marked by a capped 5/8" rebar stamped "RCE 22180-1981", bears the following 2 courses: 1) 7.415 meters (24.33 feet) southwesterly along the existing northerly right-of-way line of U.S. Route 50 along the arc of a 137.138 meter (449.93 foot) radius curve concave northwesterly, through a central angle of 03°05'53", and subtended by a chord which bears South 69°01'28" West 7.414 meters (24.32 feet); 2) South 70°34'23" West (cite South 70°34'19" West) 152.445 meters (500.15 feet); thence from said point of beginning along said existing right-of-way line northeasterly an arc distance of 80.478 meters (264.04 feet) along the arc of a 137.138 meter (449.93 foot) radius curve to the left, through a central angle of 33°37'25", and subtended by a chord which bears North 50°39'49" East 79.328 meters (260.26 feet) to the new northerly right-of-way line of said U.S. Route 50; thence leaving said existing right-of-way line along said new right-of-way line South 50°39'49" West 79.328 meters (260.26 feet) to the point of beginning, containing 0.0311 hectares (0.077 acres), more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's right including access rights, appurtenant to grantor's remaining property, in and to said freeway.

PARCEL 3

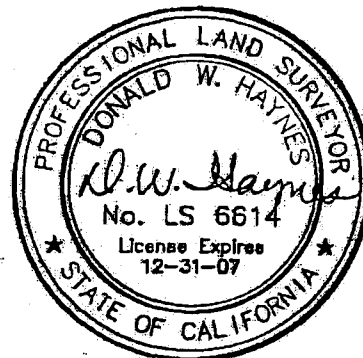
Beginning at the southwest corner of said parcel; thence along the existing northerly right-of-way line of U.S. Route 50 North $70^{\circ}34'23''$ East (cite North $70^{\circ}34'19''$ East) 68.342 meters (224.22 feet) to the new northerly right-of-way line of said U.S. Route 50; thence leaving said existing right-of-way line along said new right-of-way line the following 2 courses: 1) South $75^{\circ}24'35''$ West 16.703 meters (54.80 feet); 2) South $70^{\circ}34'19''$ West 51.150 meters (167.81 feet) to the westerly boundary of said parcel; thence leaving said new right-of-way line along said boundary South $01^{\circ}53'29''$ West (cite South $01^{\circ}05'31''$ West) 1.511 meters (4.96 feet) to the point of beginning, containing 0.0084 hectares (0.021 acres), more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property, in and to said freeway.

See attached Exhibit "B"

END OF DESCRIPTION.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



7-25-06

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°18'18"E	58.968m
L2	N47°40'02"E	1.420m
L3	S35°58'45"E	29.015m
L4	S40°38'06"E	12.333m
L5	S79°10'08"W	9.624m
L6	N36°46'09"W	22.366m
L7	N09°02'01"E	8.946m
L8	N39°28'12"W	67.310m
L9	N50°41'42"E	0.961m

MOST N'LY CORNER
PARCEL 3

(TIE) N39°18'18"W
25.647m

POINT OF
BEGINNING

MISSOURI FLAT RD.

NEW R/W LINE

WRI GOLDEN STATE LLC
PARCEL 3
30-PM-149
APN 327:290:58

ASSESSED AREA	TAKE AREA	REMAINING AREA
20.04 Ac	0.17 Ac	19.87 Ac

15' WIDE PUBLIC UTILITIES
EASEMENT FOR TRAFFIC SIGNALS

EXISTING R/W LINE



SCALE = 1:500
METRIC

Drawing Name: J:\DCAD\PROJECTS\Exhibit Maps\327-290-38R\1.dwg, Layout Tab: Model, Last Saved: Mon, 24 Jul 2016 - 11:56am, Drawn by:

EXHIBIT "B"

ASSESSED AREA	TAKE AREA	REMAINING AREA
20.04 Ac	0.17 Ac	19.87 Ac

EXISTING R/W LINE

WRI GOLDEN STATE LLC
 PARCEL 3
 30-PM-149
 APN 327:290:58



SCALE = 1:500
 METRIC

NEW R/W LINE

(TIE)
 R=137.138m
 L=7.415m
 $\Delta=3^{\circ}05'53''$
 Ch=S69°01'28"W
 7.414m

S50°39'49"W

Parcel 2

79.328m

R=137.138m
 L=80.478m
 $\Delta=33^{\circ}37'25''$
 Ch=N50°39'49"E
 79.328m

POINT OF BEGINNING

(TIE)
 S70°34'23"W
 152.445m

SOUTHWEST COR.
 PARCEL 3

U.S. ROUTE 50

Drawing Name: J:\LIC\AD\7131\KVA\Exhibit Map\327-290-58R\3.dwg, Layout Tab Model, Last saved Tue, 09 May 2006 - 2:59pm, D:\ayres

EXHIBIT "B"

ASSESSED AREA	TAKE AREA	REMAINING AREA
20.04 Ac	0.17 Ac	19.87 Ac

WRI GOLDEN STATE LLC
PARCEL 3
30-PM-149
APN 327:290:58



SCALE = 1:500
METRIC

S75°24'35"W
16.703m

NEW R/W LINE

Parcel 3

51.150m

68.342m

S01°53'29"W
1.511m

S70°34'19"W

N70°34'23"E

EXISTING R/W LINE

POINT OF BEGINNING

U.S. ROUTE 50

Plotting Name: J:\JUCAN\1317\AR\EXHIBIT Maps\327-290-58R\jobp. Layout: Job Model, Last Saved: Tue, 09 May 2006 - 2:59pm, Daynes

EXHIBIT "C"

TRAFFIC SIGNAL APPURTENANCES EASEMENT

THIS TRAFFIC SIGNAL APPURTENANCES EASEMENT is entered into as of the _____ day of _____, 2007 by and between WRI GOLDEN STATE LLC, A DELAWARE LIMITED LIABILITY COMPANY whose address is: C/O Weingarten Realty Investors, 2600 Citadel Plaza, Suite 300, P.O. Box 924133, Houston, Texas 77292, hereinafter "Grantor", and the County of El Dorado, a political subdivision of the State of California, hereinafter "County", whose address is 360 Fair Lane, Placerville, CA, 95667, hereinafter "Grantee".

RECITALS

WHEREAS, Grantor is the owner of that certain parcel of land situated in the County of El Dorado, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantor Parcel"); and

WHEREAS, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, a non-exclusive easement for traffic signal appurtenances more particularly described on Exhibit "B" and depicted on Exhibit "C", attached hereto and made a part hereof ("Traffic Signal Appurtenances Easement"), and

NOW THEREFORE, in consideration of \$20,735.00 (Twenty-Thousand Seven-Hundred Thirty-Five-dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a non-exclusive easement for traffic signal appurtenances over, under and across those identified portions of the Grantor Parcel, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Easement for Traffic Signal Appurtenances. Grantor hereby grants to Grantee a non-exclusive easement for traffic signal appurtenances. Such easement shall be at the location described in Exhibit "B" and depicted in Exhibit "C" attached hereto and made a part hereof. Grantee agrees to repair any damage caused to Grantor's Parcel that is a direct result of the acts or negligence of Grantee, its employees, or contractors in installing, extending, maintaining, upgrading, removing, or repairing the traffic signal appurtenances.
2. Use. Grantee, through its officers, employees and agents, shall have the right to enter upon the Traffic Signal Appurtenances Easement area in such a manner and at times from the date hereof as may be reasonably necessary for the purpose of constructing, building, laying, patrolling, repairing, replacing, upgrading, maintaining, and removing thereon certain appurtenances, including such repairs, replacements, upgrades and removals as may be from time to time required. Said right shall be perpetual.

3. Maintenance. Grantee shall restore the surface of the Traffic Signal Appurtenances Easement area, subject to the rights of Grantee herein provided, within a reasonable period following any of Grantee's permitted activities within the easement areas.
4. Indemnification. Grantor, its successors and assigns, will not be responsible for any damage by others to said traffic signal appurtenances. During the term of the Traffic Signal Appurtenances Easement, Grantee shall indemnify, defend and hold harmless Grantor from any damages or liability to persons or property including any damage to the environment that arises from and including, but not limited to, the negligent use, construction, removal, operation, repair or maintenance of the Traffic Signal Appurtenances Easement by Grantee, its agents, employees, contractors.
5. Duration. This Traffic Signal Appurtenances Easement and the rights granted hereby shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.
6. Headings. The headings of the paragraph contained herein are intended for reference purposes only and shall not be used to interpret the Traffic Signal Appurtenances Easement contained herein or the rights granted hereby.
7. Counterparts. This Traffic Signal Appurtenances Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. Notices. All communications and notices required or permitted by this Traffic Signal Appurtenances Easement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Grantee or Grantor 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:

Grantor: WRI GOLDEN STATE LLC
 C/O Weingarten Realty Investors
 2600 Citadel Plaza, Suite 300
 P.O. Box 924133
 Houston, TX 77292

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

9. Effective Date. This Traffic Signal Appurtenances Easement shall be effective as of the last date executed below.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below.

GRANTOR:
WRI GOLDEN STATE LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: Weingarten Golden State, Inc.
Its' Manager

By: _____
M. Candace DuFour
Sr. Vice President

ATTEST:
By: _____

GRANTEE:
County of El Dorado

Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION
TRAFFIC SIGNAL APPURTENANCE EASEMENT

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 149, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the new southwesterly right-of-way line of Missouri Flat Road, from which the most northerly corner of said parcel, marked by a ¾" capped iron pipe stamped "LS 3185", bears the following 3 courses: 1) North 39°28'12" West 37.844 meters (124.16 feet); 2) North 48°56'12" East 0.895 meters (2.94 feet); 3) North 39°18'18" West (cite North 39°15'27" West) 48.434 meters (158.90 feet); thence from said point of beginning along said new southwesterly right-of-way line of Missouri Flat Road the following 4 courses: 1) South 39°28'12" East 6.651 meters (21.82 feet); 2) South 09°02'01" West 8.946 meters (29.35 feet); 3) South 36°46'09" East 22.366 meters (73.38 feet); 4) North 79°10'08" East 9.624 meters (31.57 feet) to the existing southwesterly right-of-way line of said road; thence along said right-of-way line South 40°38'06" East 11.629 meters (38.15 feet); thence leaving said right-of-way line North 71°21'02" West 17.620 meters (57.81 feet); thence South 49°52'29" West 35.641 meters (116.93 feet); thence North 40°30'13" West 27.312 meters (89.61 feet); thence North 49°52'29" East 39.402 meters (129.27 feet); thence North 09°27'51" West 10.216 meters (33.52 feet) to the point of beginning, containing 0.1099 hectares (0.272 acres), more or less.

See attached Exhibit B.

END OF DESCRIPTION.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



5-10-06

MOST N'LY CORNER
PARCEL 3

(TIE) N39°18'18"W
48.434m

(TIE) N48°56'12"E
0.895m

EXHIBIT "B"

MISSOURI FLAT RD.

NEW R/W LINE

POINT OF BEGINNING

WRI GOLDEN STATE LLC
PARCEL 3
30-PM-149
APN 327:290:58

15' WIDE PUBLIC
UTILITIES EASEMENT
FOR TRAFFIC SIGNALS

N49°52'29"E
39.402m

N40°30'13"W
27.312m

S49°52'29"W
35.641m

N39°28'12"W
37.844m

L1

L7

L2

L3

L4

L5

L6



SCALE = 1:500
METRIC

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°28'12"E	6.651m
L2	S09°02'01"W	8.946m
L3	S36°46'09"E	22.366m
L4	N79°10'08"E	9.624m
L5	S40°38'06"E	11.629m
L6	N71°21'02"W	17.620m
L7	N09°27'51"W	10.216m

Drawing Name: J:\02\CA\07\317\AR\A\Exhibit Maps\327-290-58\SIG.dwg, Layout Tab: Model, Last Saved: Tue, 05 May 2006 - 4:05pm, D:\aynes

EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL 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 & Taxation Code 11922

GRANT OF PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **WRI GOLDEN STATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, a public utilities easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of 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.

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

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2007.

GRANTOR:

WRI GOLDEN STATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: Weingarten Golden State, Inc.

Its Manager

By: _____

M. Candace DuFour
Sr. Vice President

Notary Acknowledgments Follow

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 149, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most northerly corner of said parcel, marked by a ¾" capped iron pipe stamped "LS 3185"; thence from said point of beginning along the existing southwesterly right-of-way line of Missouri Flat Road South 39°18'18" East (cite South 39°15'27" East) 3.556 meters (11.67 feet); thence leaving said right-of-way line South 50°41'42" West 5.000 meters (16.40 feet); thence North 39°18'18" West 3.000 meters (9.84 feet) to the northwesterly boundary; thence along said boundary North 44°21'19" East (cite North 44°22'20" East) 5.031 meters (16.51 feet) to the point of beginning, containing 16.4 sq. meters (177 sq. ft.), more or less.

See attached Exhibit B.

END OF DESCRIPTION.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.

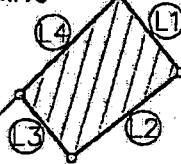


5-11-06

EXHIBIT "B"

MISSOURI FLAT RD.

POINT OF BEGINNING



EXISTING R/W LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°18'18"E	3.556m
L2	S50°41'42"W	5.000m
L3	N39°18'18"W	3.000m
L4	N44°21'19"E	5.031m

WRI GOLDEN STATE LLC
PARCEL 3
30-PM-149
APN 327:290:58

ROADWAY ESMT.
PER 1957-OR-38



SCALE = 1:250
METRIC

Drawing Name: J:\CADD\71317\RV\Exhibit Maps\327-290-58\Upldg. Layout Tabr Model, Last Saved: Fri, 12 May 2006 - 9:03am, bhaynes

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: 327-290-58

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Rd. Interchange
Improvement Project
Project #71317
APN: 327-290-58

TEMPORARY CONSTRUCTION EASEMENT

WRI GOLDEN STATE LLC., A DELAWARE LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor," grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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 Acquisition Agreement for Public Purposes, entered into by Grantor and Grantee dated this ___ day of _____, 2007, 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 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 U.S. Hwy. 50/Missouri Flat Rd. Interchange Improvement 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 U.S. Hwy. 50/Missouri Flat Rd. Interchange Improvement Project #71317, except where the easement has not been used for longer than twelve (12) months, in which case, this easement shall automatically terminate. 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

EXHIBIT "E"

completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Hwy. 50/Missouri Flat Rd. Interchange Improvement Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$3,308.00 (Three-Thousand Three-Hundred Eight Dollars, exactly)** will be paid to Grantor, until construction is completed.
5. Grantee shall indemnify, defend and hold harmless Grantor from and against all claims, demands, liabilities, judgments, awards, losses, damages, costs and expenses (including without limitation, reasonable attorney's fees, costs of expert witnesses, court costs and other litigation expenses) that may be suffered or incurred by Grantor arising from or related to any bodily injury, property/environmental damage or mechanics lien claim caused by the negligence of Grantee, its agents, employees, or contractors in connection with use of the Temporary Construction Easement, excepting therefrom the sole or active negligence of Grantor.
6. Grantee shall ensure vehicular access to Grantor's property as provided for in the Acquisition Agreement for Public Purposes, dated _____, 2006. Grantee shall return the Temporary Construction Easement area to the same or better condition then found prior to construction work by Grantee.

GRANTOR:

WRI GOLDEN STATE LLC, A DELAWARE LIMITED LIABILITY COMPANY

Executed on this date: _____, 2007

By: WRI GOLDEN STATE LLC, A Delaware Limited Liability Company
By: Weingarten Golden State, Inc.
Its' Manager

By: _____
M. Candace DuFour
Sr. Vice President

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 149, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

PARCEL 1

Beginning the most northerly corner of said parcel, marked by a ¼" capped iron pipe stamped "LS 3185"; thence from said point of beginning along the existing southwesterly right-of-way line of Missouri Flat Road South 39°18'18" East (cite South 39°15'27" East) 48.434 meters (158.90 feet) to the new southwesterly right-of-way line of said road; thence along said new right-of-way South 48°56'12" West 0.895 meters (2.94 feet); thence continuing along said right-of-way line South 39°28'12" East 11.649 meters (38.22 feet); thence leaving said right-of-way line South 51°22'21" West 1.591 meters (5.22 feet); thence North 38°37'39" West 7.464 meters (24.49 feet); thence South 72°42'20" West 9.872 meters (32.39 feet); thence South 49°20'57" West 34.601 meters (113.52 feet); thence South 40°21'07" East 45.997 meters (150.91 feet); thence North 49°52'29" East 39.402 meters (129.27 feet); thence North 09°27'51" West 10.216 meters (33.52 feet) to the aforementioned new right-of-way line; thence along said new right-of-way the following 4 courses: 1) South 39°28'12" East 6.651 meters (21.82 feet); 2) South 09°02'01" West 8.946 meters (29.35 feet); 3) South 36°46'09" East 22.366 meters (73.38 feet); 4) North 79°10'08" East 9.624 meters (31.57 feet) to the aforementioned existing right-of-way line; thence along said right-of-way line South 40°38'06" East (cite South 40°38'10" East) 11.629 meters (38.15 feet); thence leaving said right-of-way line North 71°21'02" West 17.620 meters (57.81 feet); thence South 49°52'29" West 43.009 meters (141.11 feet); thence North 45°50'10" West 116.641 meters (382.68 feet) to the northwesterly boundary; thence along said boundary North 44°21'19" East (cite North 44°22'20" East) 65.732 meters (215.66 feet) to the point of beginning, containing 0.4814 hectares (1.190 acres), more or less.

See attached Exhibit

PARCEL 2

Beginning on the westerly boundary of said Parcel 3, from which the southwest corner bears South 01°53'29" West (cite South 01°05'31" West) 1.511 meters (4.96 feet); thence from said point of beginning along said boundary North 01°53'29" East 3.220 meters (10.56 feet); thence leaving said boundary North 70°34'19" East 50.106 meters (164.39 feet); thence North 75°24'35" East 16.703 meters (54.80 feet); thence North

70°34'23" East 84.330 meters (276.67 feet) to the beginning of a 134.138 meter (440.08 foot) radius non-tangent curve to the left; thence easterly along said curve an arc distance of 6.812 meters (22.35 feet), through a central angle of 02°54'35", and subtended by a chord which bears North 69°07'07" East 6.811 meters (22.35 feet); thence North 50°39'49" East 78.437 meters (257.34 feet) to the beginning of a 134.138 meter (440.08 foot) radius non-tangent curve to the left; thence northeasterly along said curve an arc distance of 14.364 meters (47.13 feet), through a central angle of 06°08'08", and subtended by a chord which bears North 30°35'45" East 14.358 meters (47.10 feet); thence South 62°31'10" East 3.000 meters (9.84 feet) to the existing northerly right-of-way line of U.S. Route 50, the beginning of a 137.138 meter (449.93 foot) radius non-tangent curve to the right; thence southwesterly along said curve and right-of-way line an arc distance of 15.139 meters (49.67 feet), through a central angle of 06°19'30", and subtended by a chord which bears South 30°41'22" West 15.131 meters (49.64 feet) to the new northerly right-of-way line of said U.S. Route 50; thence along said new right-of-way line South 50°39'49" West 79.328 meters (260.26 feet) to the aforementioned existing right-of-way line, the beginning of a 137.138 meter (449.93 foot) radius non-tangent curve to the right; thence westerly along said curve an arc distance of 7.415 meters (24.33 feet), through a central angle of 03°05'53", and subtended by a chord which bears South 69°01'28" West 7.414 meters (24.32 feet); thence continuing along said existing right-of-way line South 70°34'23" West (cite South 70°34'19" West) 84.457 meters (277.09 feet) to the aforementioned new right-of-way line; thence along said new right-of-way line the following 2 courses: 1) South 75°24'35" West 16.703 meters (54.80 feet); 2) South 70°34'19" West 51.150 meters (167.81 feet) to the point of beginning, containing 0.0757 hectares (0.187 acres), more or less.

See attached Exhibit B.

END OF DESCRIPTION.

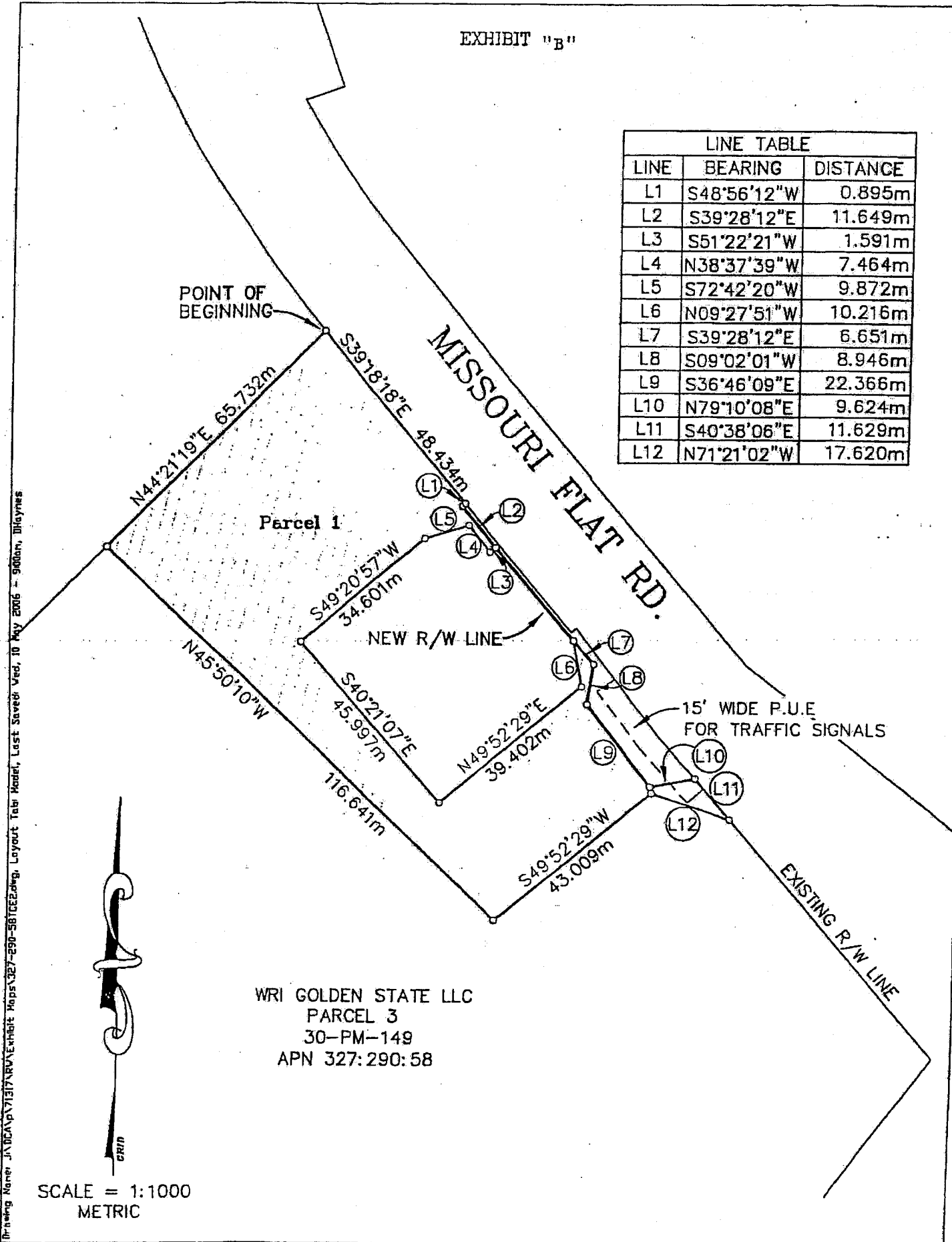
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



5-10-06

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S48°56'12"W	0.895m
L2	S39°28'12"E	11.649m
L3	S51°22'21"W	1.591m
L4	N38°37'39"W	7.464m
L5	S72°42'20"W	9.872m
L6	N09°27'51"W	10.216m
L7	S39°28'12"E	6.651m
L8	S09°02'01"W	8.946m
L9	S36°46'09"E	22.366m
L10	N79°10'08"E	9.624m
L11	S40°38'06"E	11.629m
L12	N71°21'02"W	17.620m



WRI GOLDEN STATE LLC
 PARCEL 3
 30-PM-149
 APN 327:290:58



SCALE = 1:1000
 METRIC

Printing Name: J:\DCAN\p\71317\RAVA\Exhibit Maps\327-290-58\TCE2.dwg, Layout Tab: Model, Last Saved: Wed, 10 May 2006 - 9:00am, D:\aynes

EXHIBIT "A"

WRI GOLDEN
STATE LLC
PARCEL 3
30-PM-149
APN 327:290:58

EXISTING R/W LINE

R=134.138m
L=14.364m
A=6°08'08"
Ch=N30°35'45"E
14.358m

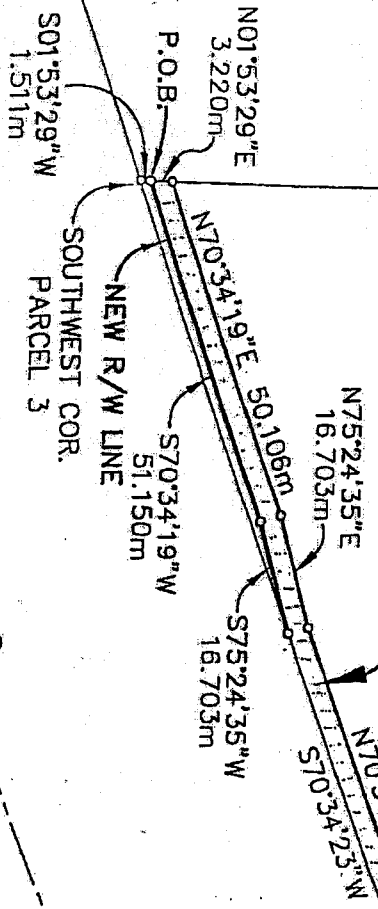
R=137.138m
L=15.139m
A=6°19'30"
Ch=S30°41'22"W
15.131m

R=137.138m
L=7.415m
A=3°05'53"
Ch=S69°01'28"W
7.414m

R=134.138m
L=6.812m
A=2°54'35"
Ch=N69°07'07"E
6.811m

84.330m
84.451m

Parcel 2



U.S. ROUTE 50



SCALE = 1:1000
METRIC

MicroStation V8i(32) - 9002 May 08 User: gawes Last: 10/20/10 Layout: Table Model: 062-726-250.dwg PLOT: 062-726-250.dwg 10/20/10 10:20:58 AM