

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of September 12, 2006**

AGENDA TITLE: Serrano/Village K5, Unit 3 (TM01-1378F)		(District I)
DEPARTMENT: Development Services/Planning	DEPT SIGNOFF:	CAO USE ONLY:
CONTACT: Gregory L. Fuz/Mel Pabalinas PMS		
DATE: 8/29/2006 PHONE: 5445/5343		
<p>DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION: Planning Services submitting the final map for Serrano/Village K5, Unit 3 (TM01-1378) located on Assessor's Parcel Numbers 113-700-07 and -11, creating 56 residential lots on approximately 16.11 gross acres. Serrano/Village K5, Unit 3, is located on the south side of Greenview Drive, approximately 1,400 feet east/west of the intersection with Courbet Way, in the El Dorado Hills area. Applicants: SERRANO ASSOCIATES. Engineer: R.E.Y. Engineers.</p> <p>Recommendation: Planning staff recommends the Board of Supervisors take the following action: 1. Approve the final map for Serrano/Village K5, Unit 3; 2. Authorize the Chair to sign the Agreement to Make Subdivision Improvements; 3. Authorize the Chair to sign the Agreement on Conditions for Acceptance of Drainage Easements for Serrano/Village K5, Unit 3; and 4. Authorize the Chair to sign the Agreement on Conditions for Acceptance of Roads for Serrano/Village K5, Unit 3.</p>		
CAO RECOMMENDATIONS:		
Financial impact? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Funding Source: <input type="checkbox"/> Gen Fund <input type="checkbox"/> Other	
BUDGET SUMMARY:	Other:	
Total Est. Cost _____	CAO Office Use Only:	
Funding	4/5's Vote Required <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budgeted _____	Change in Policy <input type="checkbox"/> Yes <input type="checkbox"/> No	
New Funding _____	New Personnel <input type="checkbox"/> Yes <input type="checkbox"/> No	
Savings _____	CONCURRENCES:	
Other _____	Risk Management _____	
Total Funding _____	County Counsel _____	
Change in Net County Cost _____	Other _____	
*Explain		
BOARD ACTIONS:		
Vote: Unanimous _____ Or _____ Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____ <small>Rev. 04/05</small>	<p>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</p> <p>Date: _____</p> <p>Attest: Cindy Keck, Board of Supervisors Clerk</p> <p>By: _____</p>	

**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL
MEETING OF SEPTEMBER 12, 2006**

**Page 2, Final Map
Serrano/Village K5, Unit 3
Memo to Board of Supervisors
August 29, 2006**

DISCUSSION

Tentative Map TM01-1378 was approved on July 26, 2001, with an expiration date of July 26, 2007. Pursuant to Section 66452.6A of the *Subdivision Map Act*, an additional three years was automatically granted with a revised expiration date of July 26, 2010, because of off-site road improvement requirements.

Improvement Agreements and Bonds: The applicant has submitted an Agreement to Make Subdivision Improvements and bonds pursuant to Section 16.16.050 of the County Code. The Department of Transportation has reviewed and approved the submitted cost estimates. County Counsel and Risk Management have reviewed and approved the Improvement Agreement and bonds for the subdivision.

Conditions of Approval: Staff has reviewed the conditions of approval for TM01-1378F and noted that all of the applicable conditions for the tentative map have been satisfied. The County Surveyor and the Department of Transportation have reviewed the applicable conditions for compliance (see Attachment B).

Water: The El Dorado Irrigation District has provided a Meter Award Letter verifying that the project has purchased the required Equivalent Dwelling Units (EDU's) for water and wastewater to serve all of the 56 residential lots.

Environmental Review: The project has been determined to be Statutorily Exempt from environmental review under CEQA as provided for by Section 15268(b)(3) of the CEQA Guidelines pertaining to ministerial approval of final subdivision maps.

EXHIBITS

- Exhibit A – Vicinity Map
- Exhibit B – Conditions/Status of Conditions Report
- Exhibit C – Reduced Copy of Final Map
- Exhibit D – El Dorado Irrigation District Meter Award Letter
- Exhibit E – Approval Memo from the Department of Transportation
- Exhibit F – Approval Memo for the County Surveyor's Office

**Serrano Village K5, Unit 3 (TM01-1378F)
Vicinity Map**

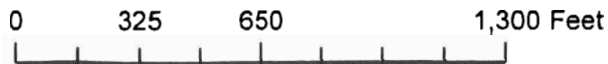
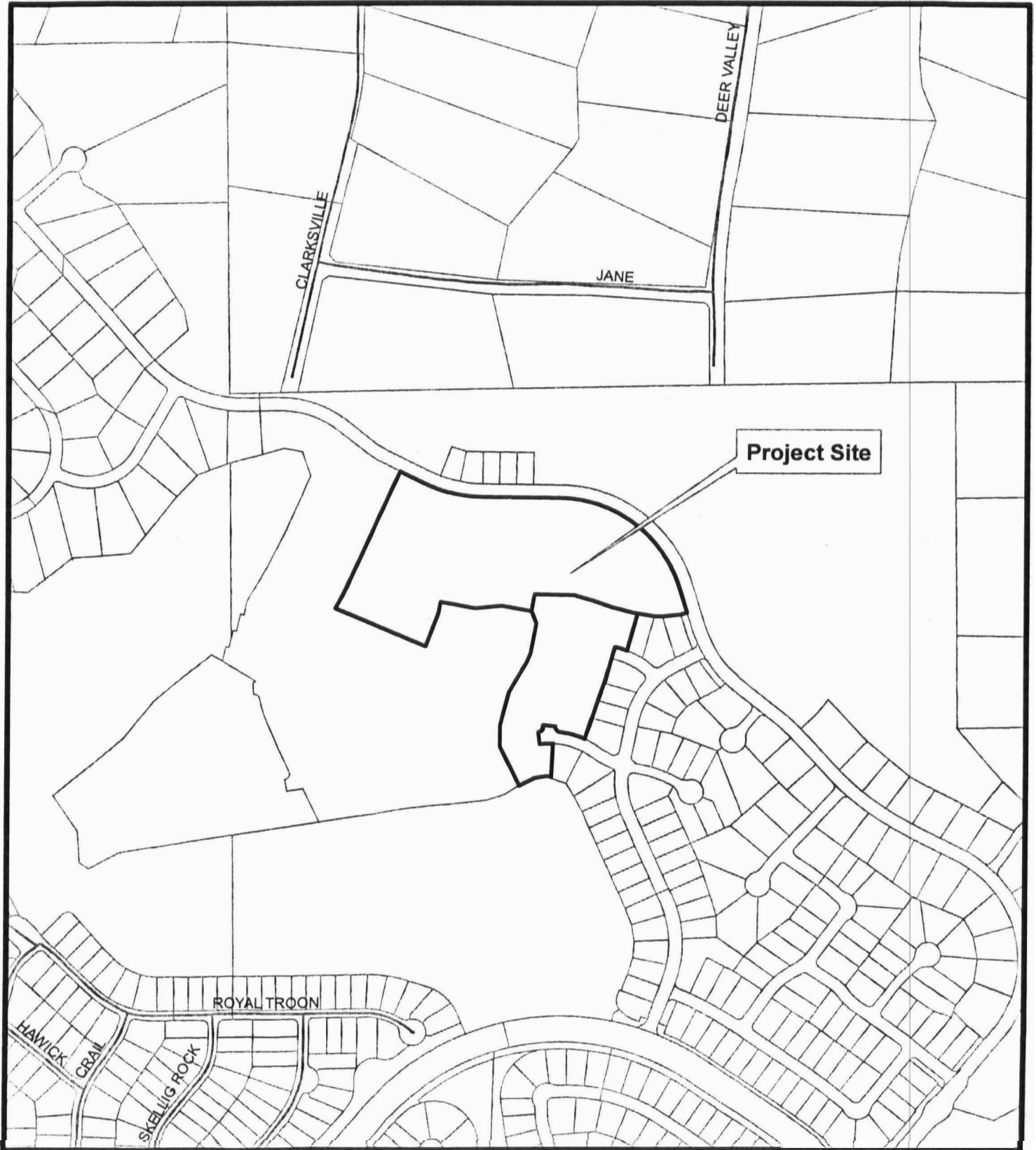


EXHIBIT B
CONDITIONS/STATUS OF CONDITIONS

TM01-1378 - As approved by the Planning Commission on July 26, 2001

Conditions

Department of Transportation

1. All roads shall be constructed in conformance with the Design and Improvement Standards Manual with the following specifications:

<i>Road</i>	<i>Standard Plan</i>	<i>Road Width</i>	<i>Right-of-Way Width</i>	<i>Exceptions/Special Notes</i>
Greenview Drive	Std Plan 101B	40 ft. (50' R/W), plus utility/ slope easements	50 feet plus utility/ slope easements	Type 1 rolled curb & gutter* with 4 ft. sidewalks
F, G, H, I and J Streets	Std Plan 101B	36 ft. (46' R/W), plus utility/ slope easements	46 feet plus utility/ slope easements	Type 1 rolled curb & gutter* with 4 ft. sidewalks
10, 11, 12, 13, 14, 15, 16, 17, and 18 Courts; and J Court	Std Plans 101B & 114	28 ft. (36' R/W), plus utility/ slope easements	36 feet plus utility/ slope easements	Cul-de-Sac to be installed. No sidewalks. Type 1 rolled curb

* Type 2 vertical curb & gutter adjacent to park site and open space
All road widths in the above table are measured from curb face to curb face

Where constrained by topography, sidewalks may be located outside of the right-of-way and meander as a mens to provide interest and variety in alignment. The alignment and design of the sidewalks shall be reviewed and approved by the Department of Transportation prior to the filing of the final map. Sidewalks shall be connected to any walk/trail systems in the project open space areas. Pedestrian easements shall be provided where necessary.

The lots within this subdivision are being constructed based on the improvement plans for Serrano Village K5, Phase 1A-1B, as approved by the County Engineer on April 18, 2006.

2. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) as indicated above, shall be made for the proposed roads, with slope easements where necessary. Said offer shall be rejected at the time of the final map. The offer shall be subject to that agreement between Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owner(s) Association simultaneously with the filing of the Final Subdivision Map.

The irrevocable offer of dedication is noted on Sheet 1 of the Final Map (Exhibit C).

3. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) of 47 feet in radius, shall be made for the proposed cul-de-sac bulbs, with slope easements where necessary. Said offer shall be rejected at the time of the final map. The offer shall be subject to that agreement between Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owner(s) Association simultaneously with the filing of the Final Subdivision Map.

The irrevocable offer of dedication is noted on Sheet 1 of the Final Map (Exhibit C).

4. The Master Covenants, Conditions and Restrictions (CC&R's) shall provide that no parking shall be permitted within cul-de-sac bulbs which have a radius to curb-face which is less than County standards and shall provide for enforcement of such provisions. Additionally, the CC&R's shall include a provision for off-street parking to compensate for lack of parking normally provided within the cul-de-sac. The CC&R's shall contain a provision that lots fronting on a cul-de-sac bulb shall either provide a three-car driveway or provide sufficient depth of driveway (18 feet per parking stall) to accommodate longitudinal and/or lateral parking for three spaces.

CC&Rs were recorded on August 24, 1995 and parking requirements are discussed in Article 8.

5. A Vehicular Access Restriction for lots contiguous to Greenview Drive shall be shown on the final map(s) for those corner lots having access to intersecting minor roadways.

Not applicable as no lots within this project phase are immediately adjacent to Greenview Drive.

6. Off-site road improvements shall be completed in compliance with the requirements set forth within the El Dorado Hills Specific Plan, Appendix F, and the El Dorado Hills Specific Plan Public Improvements Financing Plan, more specifically:

Prior to the issuance of the 1,500 building permits for dwelling units within the combined projects of Village C, Village E, Village F, Village G, Village H, Village I, Village J and Village K, the applicant shall construct Serrano Parkway as a two-lane divided road between its current terminus and Bass Lake Road. The connection to Bass Lake Road shall be configured as shown on the Exhibit entitled "Exhibit A - Connection of Serrano parkway and Bass Lake Road" and dated May 2001. The Bass Lake Road construction shall provide for a two-lane paved roadway per County Standards together with roadway grading for the ultimate four-lane roadway.

The extension of Serrano Parkway and connection to Bass Lake Road were completed in August 2005.

7. Bus turnouts shall be constructed at locations required by El Dorado Transit and the appropriate school district.

No bus turnouts are required for this phase of the project.

8. A final drainage plan shall be prepared in accordance with the County of El Dorado Drainage Manual, subject to review and approval by the Department of Transportation Drainage facilities shall be designed and shown on the project improvement plans consistent with the final drainage plan and the El Dorado Hills Specific Plan Master Drainage Study. The developer shall install said drainage facilities with the respective phase of construction, or as specified in the final drainage plan..

The final drainage plan has been reviewed and approved by the Department of Transportation.

9. Cross lot drainage shall be avoided wherever possible. The CC&R's for Village K5 and K6 shall include a requirement for a grading and drainage plan to be submitted for review and approval of the Architectural Control Committee of the Master or Village Homeowners association at the time of building permit application. The CC&R's shall require all downhill lots must be designed to accept any drainage from uphill lots and the Master or Village Homeowners Association shall enforce this condition.

CC&Rs were recorded on August 24, 1995 and drainage requirements are included in Article 9 of the CC&Rs and in the Serrano El Dorado Owner's Association Design Review Guidelines.

10. Drainage Maintenance shall be the responsibility of the Master Owner(s) Association. Therefore, all easements for drainage facilities shall first be offered to the County of El Dorado with rejection; the offer shall be subject to that agreement between Serrano and the County recorded as document 98-0015834-00 on March 26, 1998. Pursuant to the terms of said Agreement, upon rejection by the County, all drainage easements will be subsequently offered to the Master Owner(s) Association simultaneously with the filing of the Final Subdivision Map.

Easements for drainage are included as Note D on Sheet 1 of the Final Map. An irrevocable offer of dedication for drainage easements was submitted with the Final Map.

11. Prior to the recordation of a final map in Village K5 and K6, the CC&R's shall be submitted to the Planning Director to ensure that: the responsibilities for drainage maintenance are specified; that procedures and responsibilities for site plan and architectural review in compliance with the requirements of the Design Guidelines, Appendix B of the Specific Plan are provided; and that the CC&R's contain other provisions as specified by conditions of this map.

CC&Rs were recorded on August 24, 1995 and drainage requirements are included in Article 9 of the CC&Rs and in the Serrano El Dorado Owner's Association Design Review Guidelines.

12. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.

Drainage easements have been shown on the Final Map to the satisfaction of the Department of Transportation.

13. This project is proposing mass pad grading. Section 15.14.460 of the County of El Dorado Grading, Erosion and Sedimentation Ordinance (Amended Ordinance 4170, 8/20/91) states that a mass pad grading project application shall be transmitted for comment to the supervisor of the district where the project is located, prior to the issuance. The district supervisor will be allowed fifteen (15) calendar days to respond, before the grading permit is issued.

A Subdivision Grading Agreement has been executed by the Director of the Department of Transportation.

14. The developer shall enter into an Improvement Agreement with the County and provide security to guarantee performance of the Improvement Agreement as set forth within the County of El Dorado Major Land Division Ordinance.

County Counsel has reviewed and approved the submitted securities for the Subdivision Improvement Agreement (approval form attached as Exhibit E). Improvement cost estimates have been reviewed and approved by DOT, as submitted by the project engineer (see approval memos included as Exhibits F and G).

15. The Final Grading Plan shall comply with the provisions of the Grading Ordinance pertaining to terracing on slopes exceeding 25 feet in height, including accessibility, intervals, and cross section geometry.

The final grading plan has been approved by the Department of Transportation.

16. Erosion control and drainage design from residential areas into the open space areas and shall employ natural appearing methods. The use of native plant materials is required where re-vegetation is proposed.

Erosion control, drainage design and re-vegetation requirements are noted on the grading plan.

17. Should asbestos-containing rock be exposed during grading, construction of roads, excavation for underground facilities, building foundations or any construction related activity, County Ordinance No. 4548 shall apply.

Contingency measures for encountering asbestos-containing rock are included on the Improvement Plans (Note #18, General Notes). A Fugitive Dust and Asbestos Hazard Mitigation Plan was approved by the Environmental Management Department on September 28, 2005.

Fire Department

18. The potable water system for the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,000 gpm with a minimum residual pressure of 20 psi for a two-hour duration. This fire flow rate shall be in excess of the maximum daily consumption rate for this development. A set of engineering calculations reflecting the fire flow capabilities of the system shall be supplied to the fire department for review and approval.

Requirements are noted on the Improvement Plans (Fire Department Note #6). The El Dorado Hills Fire Department approved the Improvement Plans on March 29, 2006.

19. This development shall install Mueller Dry Barrel fire hydrants conforming to El Dorado Irrigation District specifications for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet on center.

Requirements are noted on the Improvement Plans (Fire Department Note #9). The El Dorado Hills Fire Department approved the Improvement Plans on March 29, 2006.

20. To enhance the night-time visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the fire department and Fire Safe Regulations.

Requirements are noted on the Improvement Plans (Fire Department Note #7 and #8). The El Dorado Hills Fire Department approved the Improvement Plans on March 29, 2006.

21. In order to provide this development with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems shall be installed and in service prior to framing of any combustible members as specified by El Dorado Hills Fire Department Standard 103.

The El Dorado Hills Fire Department approved the Improvement Plans on March 29, 2006. Compliance with this condition will be verified at the building permit review stage.

22. The current section of Greenview Drive serving as access for this phase of development has not been constructed. If, at such time, this phase is developed and the Greenville Drive access has not been constructed, a means to provide two full time access roadways shall be provided.

Greenview Drive is constructed and serves as a point of access to this phase. Compliance with this condition will be verified at the building permit review stage.

23. The lots that are one acre and greater shall be provided with a minimum setback requirement of 30 feet, as required by the Fire Safe Regulations.

This condition is not applicable as none of lots within this project phase are greater than one acre.

24. All homes adjacent to the open space area will have stucco siding construction with metal fences. Should any lot be afforded the opportunity to cantilever a deck, the deck shall be enclosed with fire resistant material.

No lots within this project phase are adjacent to open space.

25. This village shall comply with all requirements as set forth in the Serrano Wildfire Management Plan.

The Wildfire Management Plan applies standard fire safe provisions to this phase, enforced through the Homeowner's Association.

Department of Planning

26. A Final Subdivision Map shall not be recorded until an EID Water Meter Award Letter or similar document has been issued for all of the lots included in the final map, and a copy filed with the Planning Department.

A signed EID meter award letter dated April 28, 2006 is included as Exhibit D. The meter award letter indicates the purchase of service for 57 residential lots

27. The applicable conditions of the Development Plan shall be satisfied prior to recordation of the final map.

The Final Map is consistent with the applicable Development Plan conditions as discussed under "Development Plan" conditions below.

28. Prior to final map approval, an acoustical analysis shall be conducted and submitted by a qualified acoustical consultant to the Planning Department which identifies that recommended measures to shield noise to outdoor activity areas of affected lots have been employed as per Policy 6.5.1.1 of the General Plan.

An acoustical analysis is not necessary as there are no lots within this project phase that will be exposed to transportation-generated noise levels requiring mitigation measures.

29. Where the subdivider is required to make improvements on land which neither the subdivider nor the County has sufficient title or interest to make such improvements, prior to filing of any final map or parcel map, the subdivider shall submit to the Planning Director for approval:
- a. A legal description prepared by a civil engineer or land surveyor of the land necessary to be acquired to complete the off-site improvements.
 - b. Improvement plans prepared by a civil engineer of the required off-site improvements.
 - c. An appraisal prepared by a professional appraiser of the cost of land necessary to complete the off-site improvements.

Prior to the filing of the final map, the subdivider shall enter into an agreement pursuant to Government Code Section 66462.5 to complete the required off-site improvements including the full costs of acquiring any real property interests necessary to complete the required improvements.

In addition to the agreement, the subdivider shall provide a cash deposit, letter of credit, or other acceptable surety in an amount sufficient to pay such costs including legal costs subject to the approval of County Counsel.

Not applicable to this project phase as all required off-site improvements to serve the project has been constructed.

30. An irrevocable offer of dedication (IOD) shall be made by the applicant to the El Dorado Hills Community Services District for all neighborhood parks. The form of the IOD shall conform to the IODs previously utilized for similar parks within the Serrano project.

Not applicable to this project phase as the approved tentative map does not include park sites.

31. The eight lots east of Greenview Drive and south of E Street just north of the proposed school site may not be recorded until the earlier of two years from the date of approval of the tentative map or the development of a school and park site plan by, for, and acceptable to the Rescue School District and the El Dorado Hills Community Services District.

This condition is applicable to Village J2 and J3, TM01-1376, not this project phase.

32. The applicant shall install an emergency access gate providing a connection between Clarksville Road and the Green Springs Ranch subdivision and this village. The gate shall be designed to the requirements of the El Dorado Hills Fire District and shall include a Knox lock or a type acceptable to the fire district.

Not applicable to TM01-1378 (Village K5/K6). This condition applied to TM01-1377 (Village K1/K2) and has since been satisfied, as the emergency access gate

was installed as part of the Improvement Plans for Village K1/K2, Phase 1, approved by DOT July 23, 2002.

33. The applicant shall install a fire hydrant of the type indicated in Condition 19 above. The hydrant shall be installed at the Clarksville gate at a location approved by the El Dorado Hills Fire Department such that it may be easily accessed from either side of the gate. A public utility easement shall be provided with the line extension.

Not applicable to TM01-1378 (Village K5/K6). This condition applied to TM01-1377 (Village K1/K2) and has since been satisfied, as the fire hydrant was installed as part of the Improvement Plans for Village K1/K2, Phase 1, approved by DOT July 23, 2002.

34. The applicant shall install a fire hydrant on the property line at points adjacent to the terminus of Dormitory Road and Deer Valley Road. The hydrant shall be of the type indicated in Condition 19 above. The hydrant shall be installed at a location approved by the El Dorado Hills Fire Department such that it may be easily accessed from Green Springs Ranch. A public utility easement shall be provided with the line extension.

A fire hydrant will be installed at the terminus of Dormitory Road as shown on the Village J3B improvement plans approved by DOT May 31, 2005. The hydrant at the terminus of Deer Valley Road applies to future Village K6 and will be required as a component of those certain improvement plans.

35. The common border between four acre (plus or minus) lots in Serrano and Green Springs Ranch lots that are developed with a single family residence as of August 1, 2001, shall be fenced. The fence shall be six feet high and shall be installed by the applicant. The fence shall be of the open metal fence kind and design commonly used in Serrano. Serrano lots adjoining lots not yet built upon in Green Springs Ranch will be required to install the open fence at the time of construction of a home on the Serrano lot.

Not applicable as this phase does not border Green Springs Ranch.

36. The lot configuration for the map shall be that submitted and dated July 26, 2001.

The configuration of lots and the number of lots within this phase is consistent with the tentative map approved July 26, 2001 and a substantial compliance approval dated February 14, 2005.

37. The four (plus or minus) acre lots adjacent to the Green Springs Ranch will have a limited building area for both the principal structure and all ancillary structures such as gazebos, pools, cabanas, barns and the like. The purpose of the limited building area is to create a minimum 250-foot separation between residences with Green Springs Ranch existing as of August 2, 2001, and those buildings to be built on the four (plus or minus) acre lots. Except for the area along the west border of the Peak, Annis, and Sedlak parcels that shall have a minimum 100-foot

building setback, the minimum common property line setback shall be 50 feet. At the time of recordation of a map creating the four (plus or minus) acre lots, the building setbacks illustrated on the approved map shall prevail for all structures.

Not applicable as this phase does not border Green Springs Ranch.

38. All wells within the borders of the map shall be abandoned in conformance with the requirements of the County Environmental Health Department. The wells must be abandoned as a first step in the development of the subdivision and may not be used in any way.

Not applicable as there are no wells in this project phase.

Conditions - Development Plan

1. The Development Plan permits the following:

A tentative subdivision map creating 212 parcels, ranging in size from 6,708 square feet to 177,725 square feet, including a 3.74 acre park site, open space lots and golf course lots.

The number of lots within this phase (56 lots) is consistent with the tentative map approved July 26, 2001 and a substantial compliance approval dated February 14, 2005.

2. Construction of duplex units and creation of duplex lots for lots fronting the golf course and on corner lots as well as lots fronting the Serrano County Club Golf Course.

Duplex construction/creation shall be determined at the time of building permit submittal.

3. Construction of triplex units on the lots along the streets adjacent to the 13th and 14th fairways.

Not applicable at this time. Triplex determination is handled at the building permit stage.

4. Construction of homes with up to 45 percent coverage on lots under 9,500 square feet or for duplex and/ or triplex lots.

Lot coverage requirements will be assessed at the building permit stage.

5. Place air conditioning equipment and pool equipment within 2.5 feet of a side property line so long as the line is defined by a solid fence.

Placement of air conditioning and pool equipment within the required sideyards will be assessed at the building permit stage.

6. Building side yard setbacks shall be five feet regardless of building height.

Side yard setbacks will be assessed at the building permit stage.

OTHER STANDARD SUBDIVISION REQUIREMENTS OF LAW

NOTE: The subdivision requirements as noted herein are provisions of County law either by Ordinance or Resolution and typically apply to all subdivisions. They do not represent all laws which may be applicable to the subdivision, but do reflect obligations for which the subdivider should be aware of as the project proceeds toward final map submittal.

1. Improvement plans for on-site and off-site road improvements shall be prepared by a registered civil engineer and shall be subject to County Department of Transportation approval.

The lots for this subdivision are being constructed from the set of improvement Plans entitled Serrano Village K5, Phase 1A – 1B, which were approved by the County Engineer April 18, 2006.

2. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.

Improvement Plans for Village K5 Phase 1A – 1B were approved by the County Engineer on April 18, 2006. IOD noted on Sheet 1 of Final Map.

3. The developer shall obtain approval of construction drawings and project improvement plans consistent with the Subdivision Design and Improvement Standards Manual and cost estimates from the County Department of Transportation and pay all applicable fees prior to commencement of any improvements on the public street and service facilities. All improvements shall be consistent with the approved tentative map.

Improvement Plans for Village K5, Phase 1A – 1B were approved by the County Engineer on April 18, 2006. Engineer's estimate of costs for this phase have been accepted by DOT.

4. The construction of all required improvements shall be completed with the presentation of the final map to the Planning Director before presentation of the final map to the Board of Supervisors for its approval. For improvements not completed, the subdivider shall provide a 100 percent performance surety and a 50 percent labor and materialmen surety by separate bond, cash deposit, assignment, or letter of credit from a financial institution. For improvements which have been completed, the subdivider shall provide a ten percent maintenance surety in any of the above-mentioned forms. Verification of

construction, or partial construction, and cost of completion shall be determined by the County Department of Transportation.

County Counsel has reviewed and approved the submitted securities for the Subdivision Improvement Agreement (approval form attached as Exhibit E). Improvement cost estimates have been reviewed and approved by DOT, as submitted by the project engineer.

5. Subdivision improvements shall include driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Transportation Director. Driveways shall be installed in a manner and location acceptable to the County Department of Transportation and shall meet standard County driveway requirements.

No street cuts or fills along the frontage of six feet or more in elevation are included within this project phase. A Subdivision Grading Agreement was executed by the Department of Transportation.

6. All grading plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the Department of Transportation. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Department of Transportation shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. No building permit shall be issued by the County until final grading plans and erosion control plans are approved by the Department of Transportation and the grading is completed.

Submission of grading plans to RCD is a prerequisite to obtaining signed improvement plans. Improvement Plans for this phase were approved by the County Engineer on April 18, 2006.

7. The timing of construction and method of revegetation shall be coordinated by the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Department of Transportation. The Department of Transportation shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.

Improvement Plans approved by the County Engineer on April 18, 2006 include specifications for revegetation (Erosion Control Notes, Sheet 23).

8. Improvement plans shall incorporate protective measures toward existing oak trees per Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).

General Note # 11 on the Improvement Plans approved by DOT April 18, 2006 addresses oak tree protection.

9. All survey monuments shall be set prior to the presentation of the final map to the Board of Supervisors for approval; or the developer shall have a surety of work to be done by bond or cash deposit and shall provide 50 percent labor and materials bond. Verification of set monuments, work completed, or work to be completed, and cost of completion is to be determined by the County Surveyor.

Survey monuments will not be set by Final Map approval. A monumentation bond will be submitted to the County Surveyor prior to approval of the Final Map.

10. All roads shall be named by filing a completed road naming petition for each proposed road with the county Surveyor(s) office prior to filing the final map.

All roads shown on the Final Map have been approved by the County Surveyor.

11. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible fire Protection district. The location of hydrants shall be shown on the improvement plans which shall be subject to the approval of the fire protection district.

Requirements are included under Fire Department notes on the Improvement Plans approved by the El Dorado Hills Fire Department on March 29, 2006.

12. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.

Compliance with this requirement is met by General Note #31 included on the Improvement Plans approved by DOT on April 18, 2006 should blasting activities occur.

13. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.

Compliance with this requirement is met by General Note #32 included on the Improvement Plans approved by DOT on April 18, 2006 should burning activities occur.

14. Pursuant to Resolution 33-98, this project is subject to the El Dorado Hills/Salmon Falls Area Road Impact Fee. Said fee shall be due upon the issuance of a building permit. If prior to the application for a building permit for said project, a revised fee is established, such revised fee amount shall be paid.

Road impact fees will be paid prior to building permit issuance.

15. Pursuant to Resolution 31-98, this project is subject to the Transportation Impact Fee for State System's Capacity and Interchanges - El Dorado Hills/ Salmon Falls. Said fee shall be due upon the issuance of building permit. If prior to the application for a building permit for said project, a revised fee is established, such revised fee amount shall be paid.

Road impact fees will be paid prior to building permit issuance.

16. Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493 (d).


The Tax Collector's Office has signed the Final Map indicating satisfaction of this condition.

17. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. The procedures set forth in Supplementary Document J, Section VIII, of the California Environmental Quality Act (CEQA) Guidelines concerning treatment of the remains shall be followed. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource.

Protocols for discovery of remains are included on the Improvement Plans approved by DOT April 18, 2006 (General Note # 17).

18. If the resource is determined to be important, as defined in Appendix K of the CEQA Guidelines, mitigation measures, as agreed to by the subdivider, archaeologist, and Planning Department shall be implemented. Treatment of Native American remains and/or archaeological artifacts shall be the responsibility of the subdivider and shall be subject to review and approval by the County Planning Director.

Protocols for treatment of archaeological resources and/or remains are included on the Improvement Plans approved by DOT April 18, 2006 (General Note # 17).

**PLAT OF
SERRANO VILLAGE K5-UNIT 3
PORTIONS OF SECTIONS 30 & 31, T.10N., R.9E., M.D.M.
BEING LOT 8 OF SUB. J-60 AND
PARCEL D OF P.M. _____
COUNTY OF EL DORADO, STATE OF CALIFORNIA
JUNE 2006
R.E.Y. ENGINEERS, Inc. **

OWNER'S STATEMENT:

THE UNDERSIGNED, OWNER OF RECORD TITLE INTEREST, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP, AND HEREBY MAKES AN IRREVOCABLE OFFER OF DEDICATION IN FEE, FOR ROAD AND PUBLIC UTILITIES PURPOSES OF THAT PROPERTY SHOWN HEREON AS LOTS R1, R2, R3, R4, AND R5. SAID OFFER IS SUBJECT TO THAT CERTAIN AGREEMENT BETWEEN THE UNDERSIGNED OWNER AND THE COUNTY OF EL DORADO DATED _____, 20____, RECORDED AT DOCUMENT NO. _____, O.R. AND INCORPORATED BY REFERENCE IN THIS OWNER'S STATEMENT AS IF SET FORTH IN FULL.

THE UNDERSIGNED OWNER HEREBY RESERVES, AND SHALL FURTHER RESERVE THROUGH ANY CONVEYANCE OF TITLE HEREAFTER GRANTED, THE RIGHT TO CONVEY EASEMENTS FOR ROAD AND UTILITIES PURPOSES OVER AND ACROSS LOTS R1, R2, R3, R4, AND R5 AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY RIGHTS OF THE COUNTY OF EL DORADO IN THE EVENT THE COUNTY SHOULD ACCEPT THE OFFER REFERRED TO HEREIN.

THE UNDERSIGNED OWNER ALSO HEREBY OFFERS TO THE COUNTY OF EL DORADO, ON BEHALF OF THE PUBLIC, THE FOLLOWING EASEMENTS FOR THOSE CERTAIN COMPANIES AND PUBLIC ENTITIES WHICH WILL PROVIDE SERVICES:

- A. PUBLIC UTILITIES EASEMENTS FOR UNDERGROUND WIRES, CONDUITS AND PIPELINES AND APPURTENANT FIXTURES, WITH THE RIGHT TO TRIM AND REMOVE LIMBS, TREES AND BRUSH THEREFROM, OVER, UNDER AND ACROSS THE COMMON AREAS, LOTS R1, R2, R3, R4, AND R5 THE FRONT FIFTEEN (15.00) FEET OF EACH LOT SHOWN HEREON AND THE FIVE (5.00) FEET ON BOTH SIDES OF ALL SIDE LOT LINES EXTENDING FROM THE STREET RIGHT-OF-WAYS SHOWN HEREON ALONG SAID SIDE LOT LINES A DISTANCE OF FIFTY (50.00) FEET.
- B. RIGHTS OF ACCESS OVER AND ACROSS ANY PORTION OF THE LOTS, COMMON AREAS, AND LOTS R1, R2, R3, R4, AND R5 FOR THE PURPOSE OF INSPECTING, MAINTAINING OR REPLACING ON SITE FACILITIES.
- C. SLOPE EASEMENTS, FIFTEEN (15.00) FEET IN WIDTH CONTIGUOUS TO ALL STREETS (INCLUDING GREENVIEW DRIVE) OR FIVE (5.00) FEET BEYOND THE TOP OF CUT OR TOE OF FILL, WHICHEVER IS LARGER, FOR ROAD AND SLOPE MAINTENANCE PURPOSES.
- D. EASEMENTS FOR DRAINAGE AND APPURTENANT DRAINAGE STRUCTURES AND PIPES WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON AND SEVEN AND ONE HALF (7-1/2) FEET ON EACH SIDE OF ALL NATURAL OR CONSTRUCTED DRAINAGE SYSTEMS WHICH EXIST WITHIN THE SUBDIVISION, SUBJECT TO THAT CERTAIN AGREEMENT BETWEEN THE UNDERSIGNED OWNER AND EL DORADO COUNTY DATED _____, 20____, RECORDED AT DOCUMENT NO. _____, O.R. AND INCORPORATED BY REFERENCE IN THIS OWNER'S STATEMENT AS IF SET FORTH IN FULL.
- E. PUBLIC EASEMENTS FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF SEWER PIPELINES AND APPURTENANCES THEREO CONSTRUCTED OVER, ON, AND ACROSS THOSE LOTS SHOWN HEREON.
- F. POSTAL EASEMENTS FIVE (5) FEET ADJACENT TO ALL STREET RIGHT-OF-WAYS (INCLUDING GREENVIEW DRIVE)

EXCEPT AS SET FORTH ABOVE, ALL OFFERS MADE HEREIN ARE IRREVOCABLE AND SHALL REMAIN OPEN IN PERPETUITY DESPITE A REJECTION OF SUCH OFFER BY THE APPLICABLE ENTITY.

TOLL CA X L.P.
A CALIFORNIA LIMITED PARTNERSHIP

BY: TOLL CA GP CORP.
A CALIFORNIA CORPORATION, GENERAL PARTNER

BY: _____

SERRANO ASSOCIATES, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: PARKER DEVELOPMENT COMPANY
A CALIFORNIA CORPORATION
MANAGING MEMBER

BY: _____

TITLE: _____

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS:

TENTATIVE MAP #TM01-1378 APPROVED 7-26-01

EXISTING ASSESSOR'S PARCEL NO.:

DEVELOPMENT SERVICES DIRECTOR'S STATEMENT:

I, GREGORY L. FUZ, HEREBY STATE THAT THIS FINAL MAP CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP OF THIS SUBDIVISION APPROVED ON JULY 26, 2001, BY THE BOARD OF SUPERVISORS AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL CONDITIONS IMPOSED UPON SAID APPROVALS HAVE BEEN SATISFIED.

DATE: _____

BY: _____

GREGORY L. FUZ
DEVELOPMENT SERVICES DIRECTOR
COUNTY OF EL DORADO, CALIFORNIA

PRINCIPAL PLANNER
COUNTY OF EL DORADO, CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TOLL CA X L.P. AND SERRANO ASSOCIATES ON DECEMBER 1, 2006. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THEY WILL BE SET IN THOSE POSITIONS BEFORE APRIL 1, 2007 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



BRIAN THIONNET L.S. 6866 DATE _____
EXP. DATE: _____

COUNTY ENGINEER'S STATEMENT:

I, JAMES W. WARE, HEREBY STATE THAT ALL THE REQUIRED CONSTRUCTION PLANS AND SPECIFICATIONS WERE APPROVED AND THAT THE SUBDIVIDER HAS EXECUTED THE NECESSARY AGREEMENT AND SUBMITTED THE REQUIRED SECURITY TO SECURE COMPLETION OF THE REQUIRED IMPROVEMENTS FOR THIS SUBDIVISION.

DATE: _____

JAMES W. WARE R.C.E. 61036
COUNTY ENGINEER
DEPARTMENT OF TRANSPORTATION
COUNTY OF EL DORADO, CALIFORNIA
REG. EXP. DATE: 12-31-06

COUNTY TAX COLLECTOR'S STATEMENT:

I, C.L. RAFFETY, HEREBY STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, PROVIDED THAT THE FINAL MAP IS ACCEPTED FOR RECORD AND FILED PRIOR TO THE NEXT SUCCEEDING LIEN DATE.

DATE: _____

C.L. RAFFETY
TAX COLLECTOR
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
DEPUTY

COUNTY SURVEYOR'S STATEMENT:

I HAVE EXAMINED THE MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: _____

DANIEL S. RUSSELL L.S. 5017
LICENSE EXPIRES: 12-31-07
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

RICHARD L. BRINER L.S. 5084
LICENSE EXPIRES: 06-30-07
DEPUTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

BOARD CLERK'S STATEMENT:

I, CINDY KECK, HEREBY STATE THAT THE BOARD OF SUPERVISORS BY ORDER ON ADOPTED AND APPROVED THIS FINAL MAP OF THIS SUBDIVISION AND ACCEPT ON BEHALF OF THOSE PUBLIC ENTITIES WHICH WILL PROVIDE SERVICES, SUBJECT TO THE SURVEYOR'S CONSTRUCTION STANDARDS, THE EASEMENTS SHOWN HEREON AND AS OFFERED FOR DEDICATION EXCEPT DRAINAGE EASEMENTS AND LOTS R1, R2, R3, R4, AND R5 WHICH ARE HEREBY REJECTED.

DATE: _____

CINDY KECK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF EL DORADO, CALIFORNIA

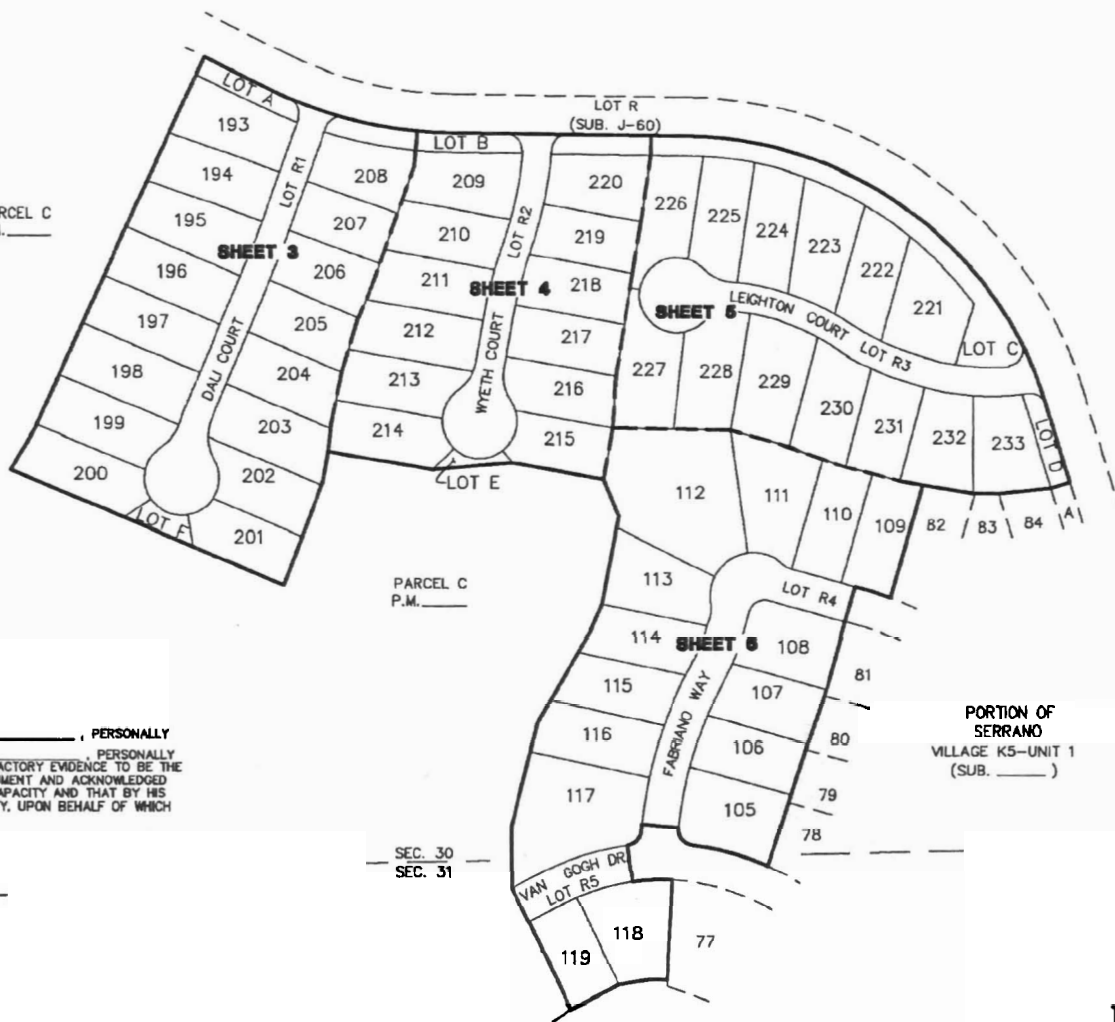
BY: _____

RECORDER'S CERTIFICATE:

FILED THIS _____ DAY OF _____, 20____ AT _____, IN BOOK _____ OF MAPS, AT PAGE _____, DOCUMENT NO. _____ AT THE REQUEST OF TOLL CA X L.P., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION IS GUARANTEED BY TITLE CERTIFICATE NO. _____, PREPARED BY PLACER TITLE COMPANY AND IS ON FILE IN THIS OFFICE.

WILLIAM E. SCHULTZ
COUNTY RECORDER, CLERK
COUNTY OF EL DORADO, CALIFORNIA

BY: _____
DEPUTY



NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
 COUNTY OF _____ } :SS
 ON _____, BEFORE ME, _____, PERSONALLY
 APPEARED _____, PERSONALLY
 KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
 PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
 TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS
 SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY, UPON BEHALF OF WHICH
 THE PERSON ACTED, EXECUTED THE INSTRUMENT.
 WITNESS MY HAND AND OFFICIAL SEAL.
 SIGNATURE: _____
 PRINCIPAL PLACE OF BUSINESS: _____
 MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT:

STATE OF CALIFORNIA }
 COUNTY OF _____ } :SS
 ON _____, BEFORE ME, _____, PERSONALLY
 APPEARED _____, PERSONALLY
 KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
 PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
 TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS
 SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY, UPON BEHALF OF WHICH
 THE PERSON ACTED, EXECUTED THE INSTRUMENT.
 WITNESS MY HAND AND OFFICIAL SEAL.
 SIGNATURE: _____
 PRINCIPAL PLACE OF BUSINESS: _____
 MY COMMISSION EXPIRES: _____

SEC. 30
 SEC. 31

TRACT 1
 (R.O.S. 29-24)

PLAT OF
SERRANO VILLAGE K5-UNIT 3
 PORTIONS OF SECTIONS 30 & 31, T.10N., R.9E., M.D.M.
 BEING LOT 8 OF SUB. J-60 AND
 PARCEL D OF P.M. _____
 COUNTY OF EL DORADO, STATE OF CALIFORNIA
 JUNE 2006

R.E.Y. ENGINEERS, Inc.



BY COUNTY OF CALIFORNIA
 COUNTY OF EL DORADO
 COUNTY OF EL DORADO

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT OF SUB. J-60 AND IS GRID NORTH. ROTATE BEARINGS TO GRID NORTH BY ADDING OR SUBTRACTING THE BEARINGS. ALL DISTANCES ARE GROUND DISTANCES.

REFERENCES:

- (1) SUB. J-60
- (2) SUB. _____
- (3) R.L.S. 29-24
- (4) P.M. _____

LEGEND:

- o DIMENSION POINT
- o SET 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 6866"
- o SET SPIRE AND WASHER STAMPED "L.S. 6866"
- o FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "L.S. 6866"
- o FOUND 1-1/2" C.I.P. STAMPED "ICE 20462-2003"
- (R) RADIAL LINE

NOTES:

1. THE TOTAL AREA WITHIN THIS SUBDIVISION IS 16.091 ACRES GROSS, CONSISTING OF 56 BUILDING LOTS AND 11 MISCELLANEOUS LOTS.
2. ALL DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
3. SIDE LOT LINES ARE MARKED BY CHISELED GASHES ON THE TOP BACK OF CURB OR SIDEWALK ON THE LOT LINE PROJECTION.
4. REAR LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 6866".
5. ALL LOTS SHOWN HEREON ARE SUBJECT TO THE REQUIREMENTS OF THE EL DORADO HILLS SPECIFIC PLAN AND THE PROVISIONS OF THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN EL DORADO HILLS INVESTORS, LTD., COUNTY OF EL DORADO ON JANUARY 3, 1986, RECORDED IN BOOK 3109 AT PAGE 105 OR:
6. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES, REPORT NO. 4086.61, DATED JUNE 12, 2002.
7. UNIT 3 CONSISTS OF PORTIONS OF PHASE 1A, 1B, 1C, AND 1D OF TENTATIVE MAP 1801-1378, MODIFICATIONS OF TM01-1378 WERE APPROVED BY THE COUNTY PLANNING DEPT. 12-07-04 AND 02-14-05.
8. LOTS A, B, C, D, E, AND F SHOWN HEREON ARE LANDSCAPE LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SERRANO MASTER OWNERS ASSOCIATION.
9. SLOPE AREA TO BE MAINTAINED BY THE SERRANO MASTER OWNERS ASSOCIATION PURSUANT TO SECTION 1.05 AND SECTION 3.07 OF THE TENTATIVE MAP 1801-1378, AS RECORDED ON SEPTEMBER 23, 1986 AT BOOK 4773, PAGE 317, ORIGINAL RECORDS, COUNTY OF EL DORADO.
10. DOC. #95-68716 O.R. IS AN EASEMENT GRANTED TO THE EL DORADO IRRIGATION DISTRICT AND IS LOCATED WITHIN THE DRAINAGE AND SEWER EASEMENT SHOWN HEREON.
11. THE LAND SHOWN HEREON IS HEREBY MERGED AND RESUBDIVIDED. THE FOLLOWING PUBLIC STREETS AND/OR EASEMENTS ARE HEREBY ABANDONED PURSUANT TO SECTION 65499.20-1/2 OF THE GOVERNMENT CODE: SLOPE EASEMENTS AND POSTAL EASEMENTS CREATED ON THE PLAT OF SERRANO VILLAGE K5-UNIT 3, SUB. J-60, MAP NO. 2, SUB. J-60, OVER A PORTION OF LOT B AS SHOWN ON SAID PLAT.

CURVE	DELTA	CHORD	DISTANCE	RADIUS
C1	2°52'57"	16.84114244"	26.411	524.007
C2	4°30'08"	18.81164444"	37.437	525.007
C3	4°30'08"	18.81164444"	37.437	525.007
C4	14°48'38"	18.14648484"	135.337	525.007
C5	88°54'53"	18.23094444"	27.267	20.007
C6	88°54'53"	18.23094444"	27.267	20.007
C7	5°12'45"	18.83293888"	48.707	550.007
C8	5°12'45"	18.83293888"	48.707	550.007
C9	3°18'18"	18.83293888"	37.137	732.837
C10	2°47'46"	18.83293888"	26.367	571.137
C11	2°47'46"	18.83293888"	26.367	571.137
C12	38°53'48"	18.83293888"	35.817	55.007
C13	44°59'41"	18.83293888"	35.727	47.007
C14	47°20'42"	18.83293888"	37.747	47.007
C15	64°55'22"	18.83293888"	50.347	47.007
C16	47°20'42"	18.83293888"	37.747	47.007
C17	53°28'18"	18.83293888"	48.727	47.007
C18	53°28'18"	18.83293888"	48.727	47.007
C19	20°00'14"	18.83293888"	29.137	55.007
C20	2°30'08"	18.83293888"	12.267	204.137
C21	3°11'51"	18.83293888"	45.887	618.837
C22	0°14'48"	18.83293888"	3.537	818.837
C23	3°28'40"	18.83293888"	48.007	600.007
C24	13°24'57"	18.83293888"	70.847	300.007
C25	31°35'16"	18.83293888"	17.617	20.407
C26	45°22'04"	18.83293888"	18.317	23.507
C27	37°27'18"	18.83293888"	15.117	23.207
C28	37°27'18"	18.83293888"	15.117	23.207
C29	18°33'46"	18.83293888"	60.177	600.007
C30	288°02'45"	18.83293888"	87.087	47.007



LINE	LENGTH	BEARING
L1	1.60'	N70°19'11\"
L2	6.00'	N70°19'11\"
L3	39.88'	N85°30'02\"
L4	39.88'	N08°15'00\"
L5	22.22'	N08°15'00\"
L6	5.08'	N08°15'00\"
L7	20.09'	N08°15'00\"
L8	12.81'	N08°15'00\"
L9	12.81'	N08°15'00\"
L10	48.95'	N24°28'50\"
L11	14.82'	N24°28'50\"
L12	20.47'	N70°19'11\"
L13	18.65'	N70°19'11\"
L14	28.81'	N85°28'50\"
L15	18.88'	N85°28'50\"
L16	23.88'	N08°18'11\"
L17	20.07'	N70°19'11\"
L18	18.20'	N08°15'00\"
L19	18.20'	N08°15'00\"
L20	23.21'	N85°28'50\"
L21	21.81'	N85°28'50\"
L22	35.70'	N45°28'50\"
L23	6.89'	N15°20'09\"
L24	21.83'	N85°19'27\"
L25	24.07'	N85°28'50\"
L26	20.81'	N85°28'50\"
L27	53.02'	N45°28'50\"
L28	17.00'	N85°28'50\"
L29	38.91'	N45°28'50\"
L30	38.91'	N45°28'50\"
L31	25.36'	N45°28'50\"
L32	25.36'	N45°28'50\"
L33	17.81'	N85°28'50\"
L34	16.43'	N85°28'50\"
L35	33.30'	N45°28'50\"
L36	27.63'	N15°20'09\"
L37	17.60'	N85°28'50\"
L38	18.00'	N45°28'50\"
L39	18.00'	N45°28'50\"
L40	50.33'	N45°28'50\"
L41	55.00'	N45°28'50\"
L42	18.17'	N85°28'50\"
L43	25.00'	N15°20'09\"

PLAT OF
SERRANO VILLAGE K5-UNIT 3
 PORTIONS OF SECTIONS 30 & 31, T.10N., R.9E., M.D.M.
 BEING LOT 8 OF SUB. J-60 AND
 PARCEL D OF P.M.

COUNTY OF EL DORADO, STATE OF CALIFORNIA
 JUNE 2006
 R.E.Y. ENGINEERS, Inc.

PARCEL C
 P.M.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO SUB. J-60 AND GRID NORTH. ROTATE BEARINGS CLOCKWISE 90° 00' 00" TO OBTAIN TRUE NORTH BEARINGS. ALL DISTANCES ARE GROUND DISTANCES.

REFERENCES:

- (1) SUB. J-60
- (2) SUB. _____
- (3) R.D.S. 29-24
- (4) P.M. _____

LEGEND:

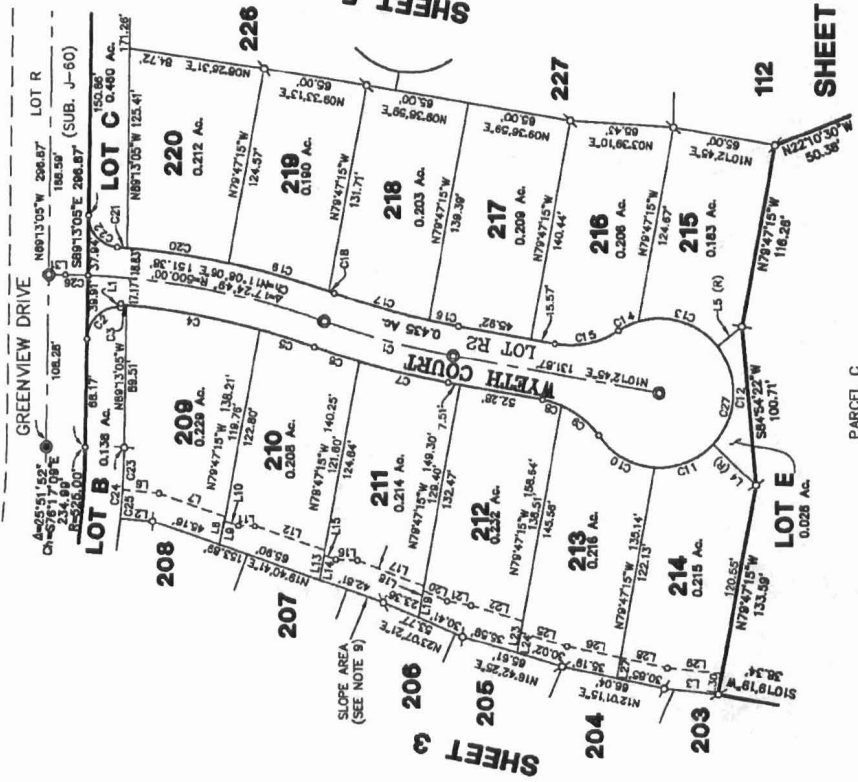
- DIMENSION POINT
- ⊙ SET 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 8866"
- ⊙ SET SPIKE AND WASHER STAMPED "L.S. 8866"
- ⊙ FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "L.S. 8866"
- ⊙ FOUND 1-1/2" C.I.P. STAMPED "ROE 20482-2003"
- (R) RADIAL LINE

NOTES:

1. THE TOTAL AREA WITHIN THIS SUBDIVISION IS 18,001 ACRES GROSS, CONSISTING OF 56 BUILDING LOTS AND 11 MISCELLANEOUS LOTS.
2. ALL DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
3. SIDE LOT LINES ARE MARKED BY CHEELED GASHES ON THE TOP BACK OF CURB OR SIDEWALK ON THE LOT LINE PROJECTION.
4. REAR LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 8866".
5. ALL LOTS SHOWN HEREON ARE SUBJECT TO THE REQUIREMENTS OF THE EL DORADO ZONING ORDINANCE AND THE PROVISIONS OF THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE EL DORADO PLANNING DEPARTMENT AND THE COUNTY OF EL DORADO ON JANUARY 3, 1989, RECORDED IN BOOK 3108 AT PAGE 105 O.R.
6. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES, REPORT NO. 4988.61, DATED JUNE 12, 2002.
7. UNIT 3 CONSISTS OF PORTIONS OF PHASE 1B, 1C, AND 1D OF TENTATIVE MAP NO. 11738, SPECIFICALLY DESCRIBED AND APPROVED BY THE COUNTY PLANNING DEPT. 12-07-04 AND 02-14-05.
8. LOTS A, B, C, D, E AND F SHOWN HEREON ARE LANDSCAPE LOTS AND SHALL BE MAINTAINED AND MAINTAINED BY THE SERRANO MASTER OWNERS ASSOCIATION.
9. SLOPE AREA TO BE MAINTAINED BY THE SERRANO MASTER OWNERS ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE MASTER DECLARATION OF COVENANTS RECORDED SEPTEMBER 2, 1998 AT BOOK 4773, PAGE 317, OFFICIAL RECORDS, COUNTY OF EL DORADO.
10. DOC. #05-68716 O.R. IS AN EASEMENT GRANTED TO THE EL DORADO EASEMENT DISTRICT AND IS LOCATED WITHIN THE UNIMPAVED AND SEWER EASEMENT SHOWN HEREON.
11. THE LAND SHOWN HEREON IS HEREBY MERGED AND RESUBDIVIDED. THE FOLLOWING PUBLIC STREETS AND/OR EASEMENTS ARE HEREBY ABANDONED PURSUANT TO SECTION 66498.20-1/2 OF THE GOVERNMENT CODE: SLOTTED EASEMENT TO BE MAINTAINED BY THE SERRANO MASTER OWNERS ASSOCIATION ON THE PLAT OF SERRANO NORTH UPLANDS, UNIT NO. 2, SUB. J-60, OVER A PORTION OF LOT 8 AS SHOWN ON SAID PLAT.

LINE	LENGTH	BEARING
L1	1.68'	N89°17'13"W
L2	20.00'	N89°27'45"E
L3	34.48'	N85°58'52"E
L4 (R)	37.48'	N43°39'30"E
L5 (R)	20.00'	N89°50'52"W
L6	22.83'	N85°37'08"E
L7	18.15'	N78°47'15"W
L8	18.15'	N78°47'15"W
L9	15.41'	N78°47'15"W
L10	8.26'	N18°40'41"E
L11	10.13'	N01°53'59"E
L12	46.48'	N18°24'50"E
L13	18.85'	N78°47'15"W
L14	15.61'	N78°47'15"W
L15	7.86'	N02°30'41"E
L16	13.89'	N02°30'38"E
L17	18.90'	N78°47'15"W
L18	18.90'	N78°47'15"W
L19	18.83'	N78°47'15"W
L20	18.81'	N23°07'21"E
L21	15.24'	N10°53'44"E
L22	33.48'	N18°43'18"E
L23	20.13'	N78°47'15"W
L24	13.08'	N78°47'15"W
L25	30.77'	N18°53'18"E
L26	34.85'	N12°01'15"E
L27	34.85'	N12°01'15"E
L28	30.83'	N12°00'30"E
L29	34.48'	N05°58'52"E
L30	13.04'	N78°47'15"W
L31	10.64'	N00°24'05"E

CURVE	DELTA	CHORD	DISTANCE	RADIUS
C1	37°45'	N150°13'7"E	83.93'	500.00'
C2	83°55'32"	N42°10'00"W	28.74'	25.00'
C3	102°43'32"	N122°24'45"E	84.80'	482.83'
C4	51°28'28"	N174°14'15"E	38.28'	482.83'
C5	37°45'	N150°13'7"E	29.30'	517.17'
C6	37°45'	N150°13'7"E	29.30'	517.17'
C7	37°45'	N150°13'7"E	29.30'	517.17'
C8	37°45'	N150°13'7"E	29.30'	517.17'
C9	37°45'	N150°13'7"E	29.30'	517.17'
C10	37°45'	N150°13'7"E	29.30'	517.17'
C11	83°55'32"	N42°10'00"W	28.74'	25.00'
C12	102°43'32"	N122°24'45"E	84.80'	482.83'
C13	51°28'28"	N174°14'15"E	38.28'	482.83'
C14	37°45'	N150°13'7"E	29.30'	517.17'
C15	37°45'	N150°13'7"E	29.30'	517.17'
C16	37°45'	N150°13'7"E	29.30'	517.17'
C17	37°45'	N150°13'7"E	29.30'	517.17'
C18	37°45'	N150°13'7"E	29.30'	517.17'
C19	37°45'	N150°13'7"E	29.30'	517.17'
C20	37°45'	N150°13'7"E	29.30'	517.17'
C21	37°45'	N150°13'7"E	29.30'	517.17'
C22	37°45'	N150°13'7"E	29.30'	517.17'
C23	37°45'	N150°13'7"E	29.30'	517.17'
C24	37°45'	N150°13'7"E	29.30'	517.17'
C25	37°45'	N150°13'7"E	29.30'	517.17'
C26	37°45'	N150°13'7"E	29.30'	517.17'
C27	37°45'	N150°13'7"E	29.30'	517.17'



**PLAT OF
SERRANO VILLAGE K5-UNIT 3
PORTIONS OF SECTIONS 30 & 31, T.10N., R.9E., M.D.M.
BEING LOT 8 OF SUB. J-60 AND
PARCEL D OF P.M.**

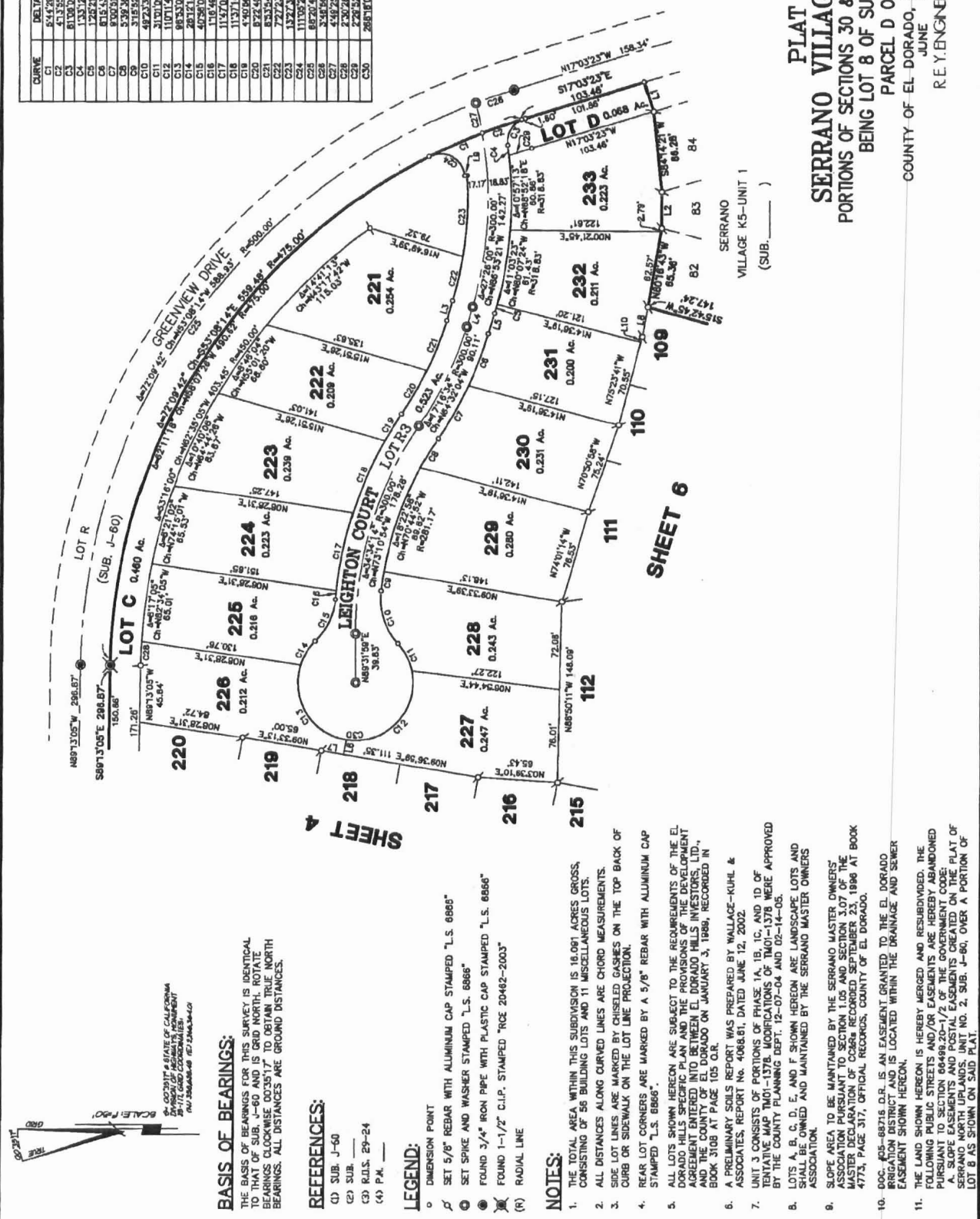
COUNTY OF EL DORADO, STATE OF CALIFORNIA

JUNE 2006

R.E.Y. ENGINEERS, INC.

CURVE	DELTA	CHORD	DISTANCE	RADIUS
C1	5°41'20"	N62409.25"W	47.50'	475.00'
C2	41°33'52"	N181020.27"W	35.00'	475.00'
C3	61°08'07"	N67352.27"W	25.00'	200.00'
C4	133°17'	N6237.00"E	8.64'	318.63'
C5	28°21'	N7335.07"W	7.89'	318.63'
C6	87°00'	N60724.13"W	40.11'	318.63'
C7	53°09'36"	N58433.55"W	27.76'	281.17'
C8	31°53'52"	N173431.77"W	18.02'	281.17'
C9	48°23'38"	N74209.96"E	45.95'	55.00'
C10	31°01'06"	N62544.53"E	25.14'	47.00'
C11	11°07'14"	N48268.51"W	77.08'	47.00'
C12	86°33'02"	N5833.50"E	71.52'	47.00'
C13	28°17'13"	N58243.50"E	27.00'	57.00'
C14	48°14'48"	N184537.23"W	71.00'	317.17'
C15	11°57'02"	N170528.25"W	65.12'	317.17'
C16	11°37'14"	N662320.20"W	64.22'	317.17'
C17	4°40'08"	N081151.05"W	26.91'	282.83'
C18	9°22'40"	N500507.07"W	41.37'	282.83'
C19	83°53'54"	N684574.24"W	53.88'	282.83'
C20	72°27'23"	N785430.22"W	36.78'	282.83'
C21	132°12'38"	N872133.37"W	58.28'	282.83'
C22	111°02'28"	N28303.95"E	32.88'	500.00'
C23	3°48'25"	N182570.51"W	33.28'	500.00'
C24	4°20'28"	N182570.51"W	25.25'	500.00'
C25	22°52'32"	N181818.18"W	18.62'	450.00'
C26	26°8'10"	N013331.17"E	97.45'	47.00'

LINE	LENGTH	BEARING
L1	25.00'	S72563.37"W
L2	28.43'	S88500.11"W
L3	17.00'	N731021.21"W
L4	17.00'	N731021.21"W
L5	17.00'	N731021.21"W
L6	17.00'	N731021.21"W
L7	17.00'	N731021.21"W
L8	24.88'	N081043.53"W
L9	1.87'	N05286.17"W
L10	4.48'	N72241.51"W



PLAT OF
SERRANO VILLAGE K5-UNIT 3
 PORTIONS OF SECTIONS 30 & 31, T.10N., R.9E., M.D.M.
 BEING LOT 8 OF SUB. J-60 AND
 PARCEL D OF P.M.

COUNTY OF EL DORADO, STATE OF CALIFORNIA
 JUNE 2006
 R.E.Y. ENGINEERS, INC.

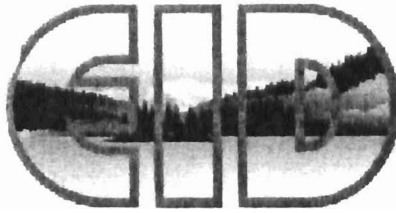
BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT OF SUB. J-60 AND IS GRID NORTH. ROTATE BEARINGS CLOCKWISE 00°35'17" TO OBTAIN TRUE NORTH BEARINGS. ALL DISTANCES ARE GROUND DISTANCES.

REFERENCES:
 (C) SUB. J-60
 (C) SUB. _____
 (C) R.O.S. 2P-24
 (C) P.M. _____

LEGEND:
 ○ DIMENSION POINT
 ⦿ SET 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 6866"
 ⦿ SET SPIKE AND WASHER STAMPED "L.S. 6866"
 ⦿ FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "L.S. 6866"
 ⦿ FOUND 1-1/2" C.I.P. STAMPED "RCE 20482-2003"
 (R) RADIAL LINE

NOTES:

- THE TOTAL AREA WITHIN THIS SUBDIVISION IS 16.081 ACRES GROSS, CONSISTING OF 56 BUILDING LOTS AND 11 MISCELLANEOUS LOTS.
- ALL DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
- SIDE LOT LINES ARE MARKED BY CHISELED GASHES ON THE TOP BACK OF CURB OR SIDEWALK ON THE LOT LINE PROJECTION.
- REAR LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH ALUMINUM CAP STAMPED "L.S. 6866".
- ALL LOTS SHOWN HEREON ARE SUBJECT TO THE REQUIREMENTS OF THE EL DORADO ZONING ORDINANCE AND THE PROVISIONS OF THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN EL DORADO HILLS INVESTORS, L.L.C. AND THE COUNTY OF EL DORADO ON JANUARY 5, 1986, RECORDED IN BOOK 3108 AT PAGE 105 O.R.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES, REPORT NO. 4088.81, DATED JUNE 12, 2002.
- UNIT 3 CONSISTS OF PORTIONS OF PHASE 1A, 1B, 1C, AND 1D OF THE TENTATIVE MAP T001-17178-01-01, SUB. J-60, WHICH WERE APPROVED BY THE COUNTY PLANNING DEPT. 12-07-04 AND 02-14-05.
- LOTS A, B, C, D, E AND F SHOWN HEREON ARE LANDSCAPE LOTS AND SHALL BE OWNED AND MAINTAINED BY THE SERRANO MASTER OWNERS ASSOCIATION.
- SLOPE AREA TO BE MAINTAINED BY THE SERRANO MASTER OWNERS' ASSOCIATION FOR THE PORTION OF THE SECTION 31, 1896 AT BOOK 4773, PAGE 317, OFFICIAL RECORDS, COUNTY OF EL DORADO.
- DOC. #5-682716 D.R. IS AN EASEMENT GRANTED TO THE EL DORADO FIRE DISTRICT AND IS LOCATED WITHIN THE DRAINAGE AND SEWER EASEMENT SHOWN HEREON.
- THE LAND SHOWN HEREON IS HEREBY MERGED AND RESUBDIVIDED. THE FOLLOWING PUBLIC STREETS AND/OR EASEMENTS ARE HEREBY ABANDONED AND RETURNED TO THE PUBLIC DOMAIN: SECTION 30 AND 31, 1896 AT BOOK 4773, PAGE 317, OFFICIAL RECORDS, COUNTY OF EL DORADO.



El Dorado Irrigation District
METER AWARD LETTER

This serves as an award for: **SUBDIVISION**

APPLICANT/S NAME AND ADDRESS

PROJECT NAME, LOCATION & APN

Serrano Associates
4525 Serrano Parkway
El Dorado Hills, CA 95762

Serrano Village K-5 1A and 1B
El Dorado Hills, CA
113-700-07.09 and 11

This METER AWARD LETTER is issued to the - OWNER / **AGENT** (Circle one)

Note: If the agent is making the application, a duly notarized authorization must be attached.

FOR SUBDIVISIONS - Applicant has met the following requirements:

1. District has approved the final Facility Plan Report.
2. Applicant submits verification of a valid Tentative Parcel Map from the County/City.
3. Applicant has satisfied all applicable engineering, environmental, right-of-way, and bonding requirements as specified in Regulation No. 22.
4. Applicant has paid all applicable water and wastewater fees, connection charges, and Bond Segregation Fees if applicable.
5. Applicant has satisfied all other District requirements pursuant to Regulation No. 22.

The District hereby grants this award for:

WATER: 64.5 EDUs (Equivalent Dwelling Unit).

WASTEWATER: 129 EDUs (Equivalent Dwelling Unit).

RECYCLED WATER 64.5 EDUs (Equivalent Dwelling Unit).

Work Order No: Water: 79858 Wastewater: 79859 Recycled: 79860

Comments: Building Permits will not be signed off until released by EID Inspection. Water meters will not be installed until the final map has been approved, new parcel numbers and addresses have been assigned and a release has been obtained from EID Inspection.

It is the property owner's responsibility to notify the District upon final map.

Applicant has read the above information and acknowledges receipt of a copy of this METER AWARD LETTER.

Date: April 28, 2006

[Signature]
Agent's Signature

[Signature]
Customer and Development Services

1 Copy - Project File

1 Copy - Applicant

1 Copy - County/City

(05/00)Workgroups/BS740

TM 01-1378 F



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION
INTEROFFICE MEMORANDUM**



Date: August 22, 2006

To: Mel Pabalinas, Senior Planner, Planning Services, DSD

From: Gregory Hicks, Senior Civil Engineer, Land Development Section, DOT

A handwritten signature in black ink, appearing to be "GH", written over a rectangular stamp area.

Subject: Serrano Village K5 Unit 3, Final Map

I have reviewed the Final Map and have found that the conditions of approval, the plans and the final map to be in general conformance with the requirements that the Land Development Section imposed on the tentative map. It is therefore approved, signed and stamped.

EXHIBIT E D.O.T APPROVAL MEMO

**COUNTY OF EL DORADO
COUNTY SURVEYOR
INTERDEPARTMENTAL MEMORANDUM**

DATE: August 21, 2006

TO: Mel Pabalins, El Dorado County Planning Department.

FROM: Rich Briner

SUBJECT: Serrano Village K5 Unit #3



This memo is to inform you that Serrano Village K5 Unit #3 final map is in our office and that all the signatures required by the Subdivision Map Act are on the map. We believe the map is ready for approval by the Board of Supervisors.

If you have any questions, please call extension 5440.

Rich Briner

Cc: Brian Thionnet, REY

EXHIBIT F COUNTY SURVEYOR APPROVAL MEMO

Contract #: AGMT 06-1064

Subdivision Improvement Agmt
Serrano Village K5, Unit 3

RE-SUBMITTAL CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Sandy Ewert
Phone: x5102
Department Head
Signature: [Signature]
Richard W. Shepard
Director of Transportation

Owner/Developer:

Name: Serrano Associates, LLC
Address: 4525 Serrano Parkway
El Dorado Hills, CA 95762
Phone: (916) 939-4060

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: N/A No:
Compliance verified by: NA - Subdivision Improvement Agreement

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: Date: 8/3/06 By: Jish Beck
Approved: Disapproved: Date: By:

ASSIGNMENT

DOT: Please note the bond under does not increase the amount of the bond - rather, it references the cumulative amount of this current payment & performance bonds.

Please forward to Risk Management upon approval.

DATE: 8/26/06 INDEX CODE: 301000 User Code: 96000A - TM 01-1378
ATTORNEY: TRISH G
DEPT. INDEX NO.: 301000
BY: [Signature]

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 8/3/06 By: [Signature]
Approved: Disapproved: Date: By:

AUG 03 2006

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s):
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY, OWNERS AND SUBDIVIDER

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 **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 and **TOLL CA X, L.P.**, a limited partnership, duly qualified to conduct business in the State of California, whose principal place of business is 250 Gibraltar Road, Horsham, Pennsylvania 19044, and whose local office address is 1361 Elmores Way, El Dorado Hills, California 95762 (hereinafter collectively referred to as "Owners"); and **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "Subdivider"), concerning **SERRANO VILLAGE K5 – UNIT 3** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the _____ day of _____, 2006.

RECITALS

Owners are vested with fee title to the Subdivision, a tract of land located in the County of El Dorado, State of California, and described as **SERRANO VILLAGE K5 – UNIT 3**. Owners desire Subdivider to construct on said property certain public improvements as hereinafter described in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

SUBDIVIDER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **SERRANO VILLAGE K5, PHASE 1A-1B** which were approved by the County Engineer, Department of Transportation, on April 18, 2006. Attached hereto are 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 Reclaimed Water Improvements;" Exhibit G, marked "Schedule of Erosion Control Improvements;" and Exhibit H, marked "Schedule of Miscellaneous Improvements;" all of which Exhibits are incorporated herein and made by

reference a part hereof. The Exhibits describe quantities, units and costs associated with the improvements to be made.

2. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with County's Board of Supervisors.

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 County's Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

4. 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, Subdivider shall, upon twenty (20) days written notice by County, post replacement securities issued by Sureties that are acceptable to County.

5. 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.

6. Provide deposit for and cover 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.

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

8. Repair at Subdivider'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.

9. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on 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 other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Subdivider's work, 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, Subdivider, Owners, any Contractor(s), Subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Subdivider to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

OWNERS WILL:

10. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall include a requirement that Owners furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by County's Risk Management Division.

11. Consent to the subject improvements and provide continuous, sufficient access to County, Subdivider, Owners, their successors and assigns, including but not limited to their 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 Owners.

13. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on 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 other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owners' work, 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, Subdivider, Owners, any Contractor(s), Subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, it's officers and employees, or as expressly provided by statute. This duty of Owners to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

COUNTY WILL:

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 16.16.050 of the Code and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. 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.

16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 of the Code.

17. Require Owners and/or Subdivider to make such alterations, deviations, additions to, or deletions from, the improvements 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, provided the amount of such changes in the improvements does not exceed then percent (10%) of the total estimated cost of the public improvements.

18. Require Owners and/or Subdivider 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 and cost estimate and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed necessary 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.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into the County road system for maintenance.

20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by the County to secure the repair of any hidden defects in workmanship or materials which may appear.

21. Require Owners and Subdivider to pay County for costs, expenses and reasonable attorneys' fees should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owners or Subdivider subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is **FOUR MILLION THREE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED NINETY FOUR AND 00/100 (\$4,334,594.00)**.

23. Subdivider and Owners 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 applicable 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 and cost estimates, is to be construed to permit work not conforming to these codes.

24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating 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 Owners or Subdivider of their respective obligations 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.

25. 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.

26. Neither this Agreement, nor any part thereof may be assigned by Owners or Subdivider without the express written approval of County.

27. 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:

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Chuck S. Pazzi,
Supervising Civil Engineer

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 Owners shall be in duplicate and addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway
El Dorado Hills, CA 95762
Attn.: Tom Howard,
Vice President of Construction

Toll CA X, L.P.
1361 Elmores Way
El Dorado Hills, CA 95762
Attn.: Mark Davis,
Vice President

or to such other location as Owners direct.

Notices to Subdivider shall be addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway
El Dorado Hills, CA 95762
Attn.: Tom Howard,
Vice President of Construction

or to such other location as Subdivider directs.

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

29. The County officer or employee with responsibility for administering this Agreement is Chuck S. Pazzi, Supervising Civil Engineer, Department of Transportation, or successor.

30. 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.

31. 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.

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: _____

Dated: _____

Board of Supervisors
"County"

Attest:

Cindy Keck

Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

--SERRANO ASSOCIATES, LLC--

A Delaware limited liability company

By: Parker Development Company
a California corporation, Its Managing Member

By:  _____


Dated: 4-28-06

William R. Parker, President
"Owner"

--TOLL CA X L.P.--

A California limited partnership

By: Toll CA GP Corp.
a California corporation, General Partner

By:  _____


Dated: 5-1-06

Mark Davis, Division Vice President

"Owner"

-- SERRANO ASSOCIATES, LLC --
A Delaware limited liability company

By: Parker Development Company
a California corporation, Its Managing Member

By: 
William R. Parker, President
"Subdivider"

Dated: 4-28-06

ACKNOWLEDGMENT

State of California
County of El Dorado

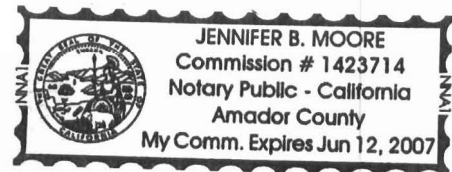
On May 1, 2006 before me, Jennifer B. Moore, Notary Public
(here insert name and title of the officer)

personally appeared Mark Davis

personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Jennifer B. Moore



(Seal)

Exhibit A

Schedule Of General Sitework Improvements

Owners agree to perform general sitework improvements in the SERRANO VILLAGE K5 UNIT 3 Subdivision 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 Sitework Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Clear and Grub	39	AC	\$ 2,500.00	\$ 97,500.00
Excavation	180,000	CY	\$ 5.00	\$ 900,000.00

Total General Sitework Improvements Cost	\$997,500.00
Plus 2% Project Administration	\$19,950.00
Plus 5% Construction Staking	\$49,875.00
Plus 10% Contingency	\$99,750.00
Estimated Total General Sitework Improvements Cost	\$1,167,075.00

Exhibit B
Schedule Of Surface Improvements

Owners agree to improve all streets and roads for dedication upon the final map of the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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
3" AC/ 8" AB	195,166	SF	\$ 2.80	\$ 546,464.80
Modified Type 1 Curb and Gutter	14,367	LF	\$ 15.00	\$ 215,505.00
0.1 Grind @ Greenview	62,603	SF	\$ 0.30	\$ 18,780.90
0.1 Overlay @ Greenview	76,297	SF	\$ 0.50	\$ 38,148.50
Sidewalk Ramps	16	EA	\$ 500.00	\$ 8,000.00
Street Signs	7	EA	\$ 250.00	\$ 1,750.00
4" PCC Sidewalk	22,997	SF	\$ 4.00	\$ 91,988.00
Stop signs w/ Stop Bars	7	EA	\$ 500.00	\$ 3,500.00

Total Surface Improvements Cost	\$924,137.20
Plus 2% Project Administration	\$18,482.74
Plus 5% Construction Staking	\$46,206.86
Plus 10% Contingency	\$92,413.72
Estimated Total Surface Improvements Cost	\$1,081,240.52

Exhibit C
Schedule Of Storm Drainage Improvements

Owners agree to install storm drainage improvements for the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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" Storm Drain Pipe - HDPE	338	LF	\$ 35.00	\$ 11,830.00
18" Storm Drain Pipe - HDPE	1,224	LF	\$ 45.00	\$ 55,080.00
24" Storm Drain Pipe - HDPE	203	LF	\$ 55.00	\$ 11,165.00
30" Storm Drain Pipe - HDPE	423	LF	\$ 55.00	\$ 23,265.00
Std. Type "B" Drain Inlet	21	EA	\$ 2,800.00	\$ 58,800.00
48" Storm Drain Manhole	18	EA	\$ 3,500.00	\$ 63,000.00

Total Storm Drainage Improvements Cost	\$223,140.00
Plus 2% Project Administration	\$4,462.80
Plus 5% Construction Staking	\$11,157.00
Plus 10% Contingency	\$22,314.00
Estimated Total Storm Drainage Improvements Cost	\$261,073.80

Exhibit D

Schedule Of Sanitary Sewer Improvements

Owners agree to install the sewer collection and disposal system for the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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" Sewer Line SDR-35	4,678	LF	\$ 45.00	\$ 210,510.00
6" Sewer Line SDR-26	257	LF	\$ 45.00	\$ 11,565.00
Std. 60" Manhole	2	EA	\$ 5,000.00	\$ 10,000.00
Std. 48" Manhole	21	EA	\$ 3,500.00	\$ 73,500.00
4" Sewer Services	133	EA	\$ 1,000.00	\$ 133,000.00
Sewer Cleanout	4	EA	\$ 1,000.00	\$ 4,000.00
Manhole Lining	1,693	SF	\$ 1.00	\$ 1,693.00

Total Sanitary Sewer Improvements Cost	\$444,268.00
Plus 2% Project Administration	\$8,885.36
Plus 5% Construction Staking	\$22,213.40
Plus 10% Contingency	\$44,426.80
Estimated Total Sanitary Sewer Improvements Cost	\$519,793.56

Exhibit E
Schedule Of Water Improvements

Owners agree to install the water supply and distribution system in the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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
8" PVC C-900 (CL 150)	5,202	LF	\$ 50.00	\$ 260,100.00
8" Gate Valve	16	EA	\$ 1,000.00	\$ 16,000.00
1" ARV	7	EA	\$ 2,500.00	\$ 17,500.00
2" BOV	6	EA	\$ 2,800.00	\$ 16,800.00
Fire Hydrants	12	EA	\$ 3,000.00	\$ 36,000.00
Water Services	133	EA	\$ 1,200.00	\$ 159,600.00

Total Water Improvements Cost	\$506,000.00
Plus 2% Project Administration	\$10,120.00
Plus 5% Construction Staking	\$25,300.00
Plus 10% Contingency	\$50,600.00
Estimated Total Water Improvements Cost	\$592,020.00

Exhibit F

Schedule Of Reclaimed Water Improvements

Owners agree to install the recycled water supply and distribution system in the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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 Reclaimed Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" Purple Plus C-900 (CL 150)	5,287	LF	\$ 35.00	\$ 185,045.00
6" Gate Valve	16	EA	\$ 700.00	\$ 11,200.00
2" BOV	7	EA	\$ 2,800.00	\$ 19,600.00
1" ARV	7	EA	\$ 2,500.00	\$ 17,500.00
Recycled Water Services	133	EA	\$ 1,200.00	\$ 159,600.00

Total Reclaimed Water Improvements Cost	\$392,945.00
Plus 2% Project Administration	\$7,858.90
Plus 5% Construction Staking	\$19,647.25
Plus 10% Contingency	\$39,294.50
Estimated Total Reclaimed Water Improvements Cost	\$459,745.65

Exhibit G

Schedule Of Erosion Control Improvements

Owners agree to install erosion control improvements for the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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	1,957	LF	\$ 3.00	\$ 5,871.00
Hydroseed	54,000	SF	\$ 0.05	\$ 2,700.00
Silt Fence	1,840	LF	\$ 3.00	\$ 5,520.00
Dust Control	1	LS	\$ 20,000.00	\$ 20,000.00
SWPP Compliance	1	LS	\$ 15,000.00	\$ 15,000.00

Total Erosion Control Improvements Cost	\$49,091.00
Plus 2% Project Administration	\$981.82
Plus 5% Construction Staking	\$2,454.55
Plus 10% Contingency	\$4,909.10
Estimated Total Erosion Control Improvements Cost	\$57,436.47

Exhibit H
Schedule Of Miscellaneous Improvements

Owners agree to install miscellaneous improvements for the **SERRANO VILLAGE K5 UNIT 3** Subdivision 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 Miscellaneous Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Joint Trench	8,385	LF	\$ 20.00	\$ 167,700.00

Total Miscellaneous Improvements Cost	\$167,700.00
Plus 2% Project Administration	\$3,354.00
Plus 5% Construction Staking	\$8,385.00
Plus 10% Contingency	\$16,770.00
Estimated Total Miscellaneous Improvements Cost	\$196,209.00

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the **SERRANO VILLAGE K5 UNIT 3** Subdivision have been completed, to wit:

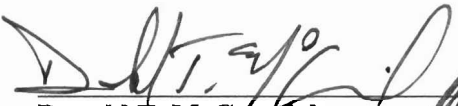
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 1,167,075.00	90%	\$ 116,707.50
Surface Improvements	\$ 1,081,240.52	0%	\$ 1,081,240.52
Storm Drainage	\$ 261,073.80	0%	\$ 261,073.80
Sanitary Sewer	\$ 519,793.56	0%	\$ 519,793.56
Water	\$ 592,020.00	0%	\$ 592,020.00
Reclaimed Water	\$ 459,745.65	0%	\$ 459,745.65
Erosion Control	\$ 57,436.47	0%	\$ 57,436.47
Miscellaneous	\$ 196,209.00	0%	\$ 196,209.00
Totals	\$ 4,334,594.00		\$ 3,284,226.50

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **FOUR MILLION THREE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED NINETY FOUR AND 00/100 dollars (\$4,334,594.00).**

The Performance Bond is for the amount of **THREE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 50/100 dollars (\$3,284,226.50).** (100% of Remaining Amount Total, Column 3)

The Labor and Materialmens Bond is for the amount of **TWO MILLION ONE HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN AND 00/100 dollars (\$2,167,297.00).** (50% of The Total Amount, Column 1)

DATED: 04/28/06

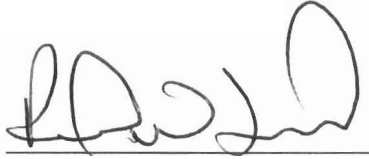


Donald T. McCormick
R.E.Y. Engineers
 105 Lake Forest Way, Suite C
 Folsom, CA 95630



ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 5/1/06



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

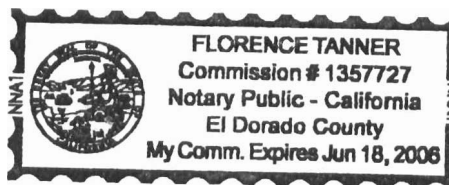
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On April 28, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Subdivision Improvement Agreement**
Serrano, Village K5 – Unit 3

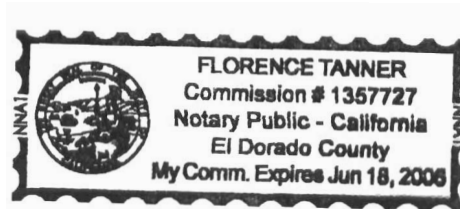
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On April 28, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Subdivision Improvement Agreement**
Serrano, Village K5 – Unit 3

PERFORMANCE BOND AGREEMENT FORM

Whereas, the Board of Supervisors of the County of El Dorado, State of California, and **SERRANO ASSOCIATES, LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project **SERRANO VILLAGE K5 – UNIT 3 (TM 01-1378)** is hereby referred to and made a 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 The Continental Insurance Company (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **THREE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 50/100 DOLLARS (\$3,284,226.50)** 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 conditions of this obligation is such that if the above bound Principal, his or its heirs, executors, 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 of 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 County of El Dorado, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Performance Bond (Continued)

As 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 El Dorado County 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 to be performed thereunder or the specifications accompanying the same shall in any ways 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Serrano Associates, LLC, Principal, shall be responsible for the completion of the public improvements as required in the described Subdivision Improvement Agreements.
2. Any claim or demand made by the Obligee shall be made against Serrano Associates, LLC and its surety.
3. Provided, further, that regardless of the period of time that this bond is in force and regardless of the number of demands made against this bond and the bonds listed on Attachment B, the Surety's obligations shall be limited in the cumulative aggregate amount of \$3,284,226.50 plus the costs, expenses and reasonable attorneys' fees to be paid by the Subdivider should the County of El Dorado be required to commence an action to enforce the provisions of the Agreement.
4. The cumulative obligation of the Principal under all of the agreements listed on Attachment B, shall be limited to the public improvements plans, specifications and cost estimates entitled **Serrano Village K5 Phase 1A - 1B**, listed in Attachment A, pages 1

Performance Bond (Continued)

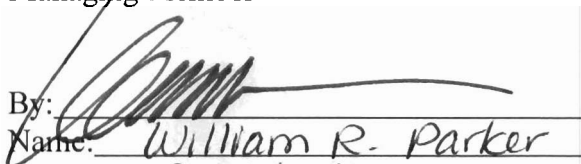
through 9 less the amount certified as partial completion of subdivision improvements certified on April 28, 2006 and accepted by the County of El Dorado.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on May 4, 2006.

“Principal”

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company,
a California Corporation
Managing Member

By: 
Name: William R. Parker
Its: President

“Surety”

THE CONTINENTAL INSURANCE COMPANY

By: 
Katherine G. Zerounian, Attorney-In-Fact

Attachment A

Schedule Of General Sitework Improvements

Owners agree to perform general sitework improvements in **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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 Sitework Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Clear and Grub	39	AC	\$ 2,500.00	\$ 97,500.00
Excavation	180,000	CY	\$ 5.00	\$ 900,000.00

Total General Sitework Improvements Cost	\$997,500.00
Plus 2% Project Administration	\$19,950.00
Plus 5% Construction Staking	\$49,875.00
Plus 10% Contingency	\$99,750.00
Estimated Total General Sitework Improvements Cost	\$1,167,075.00

Attachment A

Schedule Of Surface Improvements

Owners agree to improve all streets and roads for dedication upon the final map of **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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
3" AC/ 8" AB	195,166	SF	\$ 2.80	\$ 546,464.80
Modified Type 1 Curb and Gutter	14,367	LF	\$ 15.00	\$ 215,505.00
0.1 Grind @ Greenview	62,603	SF	\$.30	\$ 18,780.90
0.1 Overlay @ Greenview	76,297	SF	\$.50	\$ 38,148.50
Sidewalk Ramps	16	EA	\$ 500.00	\$ 8,000.00
Street Signs	7	EA	\$ 250.00	\$ 1,750.00
4" PCC Sidewalk	22,997	SF	\$ 4.00	\$ 91,988.00
Stop signs w/ Stop Bars	7	EA	\$ 500.00	\$ 3,500.00

Total Surface Improvements Cost	\$924,137.20
Plus 2% Project Administration	\$18,482.74
Plus 5% Construction Staking	\$46,206.86
Plus 10% Contingency	\$92,413.72
Estimated Total Surface Improvements Cost	\$1,081,240.52

Attachment A

Schedule Of Storm Drainage Improvements

Owners agree to install storm drainage improvements for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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" Storm Drain Pipe - HDPE	338	LF	\$ 35.00	\$ 11,830.00
18" Storm Drain Pipe - HDPE	1,224	LF	\$ 45.00	\$ 55,080.00
24" Storm Drain Pipe - HDPE	203	LF	\$ 55.00	\$ 11,165.00
30" Storm Drain Pipe - HDPE	423	LF	\$ 55.00	\$ 23,265.00
Std. Type "B" Drain Inlet	21	EA	\$ 2,800.00	\$ 58,800.00
48" Storm Drain Manhole	18	EA	\$ 3,500.00	\$ 63,000.00

Total Storm Drainage Improvements Cost	\$223,140.00
Plus 2% Project Administration	\$4,462.80
Plus 5% Construction Staking	\$11,157.00
Plus 10% Contingency	\$22,314.00
Estimated Total Storm Drainage Improvements Cost	\$261,073.80

Attachment A

Schedule Of Sanitary Sewer Improvements

Owners agree to install the sewer collection and disposal system for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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" Sewer Line SDR-35	4,678	LF	\$ 45.00	\$ 210,510.00
6" Sewer Line SDR-26	257	LF	\$ 45.00	\$ 11,565.00
Std. 60" Manhole	2	EA	\$ 5,000.00	\$ 10,000.00
Std. 48" Manhole	21	EA	\$ 3,500.00	\$ 73,500.00
4" Sewer Services	133	EA	\$ 1,000.00	\$ 133,000.00
Sewer Cleanout	4	EA	\$ 1,000.00	\$ 4,000.00
Manhole Lining	1,693	SF	\$ 1.00	\$ 1,693.00

Total Sanitary Sewer Improvements Cost	\$444,268.00
Plus 2% Project Administration	\$8,885.36
Plus 5% Construction Staking	\$22,213.40
Plus 10% Contingency	\$44,426.80
Estimated Total Sanitary Sewer Improvements Cost	\$519,793.56

Attachment A

Schedule Of Water Improvements

Owners agree to install the water supply and distribution system in **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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
8" PVC C-900 (CL 150)	5,202	LF	\$ 50.00	\$ 260,100.00
8" Gate Valve	16	EA	\$ 1,000.00	\$ 16,000.00
1" ARV	7	EA	\$ 2,500.00	\$ 17,500.00
2" BOV	6	EA	\$ 2,800.00	\$ 16,800.00
Fire Hydrants	12	EA	\$ 3,000.00	\$ 36,000.00
Water Services	133	EA	\$ 1,200.00	\$ 159,600.00

Total Water Improvements Cost	\$506,000.00
Plus 2% Project Administration	\$10,120.00
Plus 5% Construction Staking	\$25,300.00
Plus 10% Contingency	\$50,600.00
Estimated Total Water Improvements Cost	\$592,020.00

Attachment A

Schedule Of Reclaimed Water Improvements

Owners agree to install the recycled water supply and distribution system in **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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 Reclaimed Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" Purple Plus C-900 (CL 150)	5,287	LF	\$ 35.00	\$ 185,045.00
6" Gate Valve	16	EA	\$ 700.00	\$ 11,200.00
2" BOV	7	EA	\$ 2,800.00	\$ 19,600.00
1" ARV	7	EA	\$ 2,500.00	\$ 17,500.00
Recycled Water Services	133	EA	\$ 1,200.00	\$ 159,600.00

Total Reclaimed Water Improvements Cost	\$392,945.00
Plus 2% Project Administration	\$7,858.90
Plus 5% Construction Staking	\$19,647.25
Plus 10% Contingency	\$39,294.50
Estimated Total Reclaimed Water Improvements Cost	\$459,745.65

Attachment A

Schedule Of Erosion Control Improvements

Owners agree to install erosion control improvements for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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	1,957	LF	\$ 3.00	\$ 5,871.00
Hydroseed	54,000	SF	\$ 0.05	\$ 2,700.00
Silt Fence	1,840	LF	\$ 3.00	\$ 5,520.00
Dust Control	1	LS	\$ 20,000.00	\$ 20,000.00
SWPP Compliance	1	LS	\$ 15,000.00	\$ 15,000.00

Total Erosion Control Improvements Cost	\$49,091.00
Plus 2% Project Administration	\$981.82
Plus 5% Construction Staking	\$2,454.55
Plus 10% Contingency	\$4,909.10
Estimated Total Erosion Control Improvements Cost	\$57,436.47

Attachment A

Schedule Of Miscellaneous Improvements

Owners agree to install miscellaneous improvements for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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 Miscellaneous Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Joint Trench	8,385	LF	\$ 20.00	\$ 167,700.00

Total Utility Improvements Cost	\$167,700.00
Plus 2% Project Administration	\$3,354.00
Plus 5% Construction Staking	\$8,385.00
Plus 10% Contingency	\$16,770.00
Estimated Total Utility Improvements Cost	\$196,209.00

Attachment A

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the SERRANO VILLAGE K5 UNIT 3 Subdivision have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 1,167,075.00	90%	\$ 116,707.50
Surface Improvements	\$ 1,081,240.52	0%	\$ 1,081,240.52
Storm Drainage	\$ 261,073.80	0%	\$ 261,073.80
Sanitary Sewer	\$ 519,793.56	0%	\$ 519,793.56
Water	\$ 592,020.00	0%	\$ 592,020.00
Reclaimed Water	\$ 459,745.65	0%	\$ 459,745.65
Erosion Control	\$ 57,436.47	0%	\$ 57,436.47
Miscellaneous	\$ 196,209.00	0%	\$ 196,209.00
Totals	\$ 4,334,594.00		\$ 3,284,226.50

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **FOUR MILLION THREE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED NINETY FOUR AND 00/100 dollars (\$4,334,594.00)**.

The Performance Bond is for the amount of **THREE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 50/100 dollars (\$3,284,226.50)**. (100% of Remaining Amount Total, Column 3)

The Labor and Materialmens Bond is for the amount of **TWO MILLION ONE HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN AND 00/100 dollars (\$2,167,297.00)**. (50% of The Total Amount, Column 1)

DATED: 04/28/06



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



ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: _____

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

Agreement to Make Subdivision Improvements for
 Class 1 Subdivision Between County, Owners and Subdivider
 SERRANO VILLAGE K5 - UNIT 3, TM 01-1378

AGMT 06-1064
 Certificate of Partial Completion

Attachment B

It is hereby understood and agreed that this addendum is affixed to and a part of bond number 929374865 which is issued on behalf of the County of El Dorado, a political subdivision of the State of California.

The cumulative liability of the following Performance Bonds shall not exceed \$3,284,226.50 and shall incorporate the following Subdivisions Improvement Agreements, tracts of land and bond security as required by Section 16.16.050 of the El Dorado County Ordinance Code as listed below:

	<u>Owner/Subdivider</u>	<u>Date of Agreement</u>	<u>Tract Description</u>	<u>Bond No.</u>
1	Serrano Associates, LLC and Toll CA X L.P.	May 1, 2006	Serrano Village K5 Unit 3	929374865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

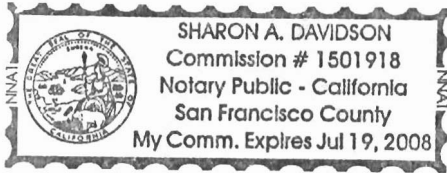
ss.

On MAY 4, 2006, before me, SHARON A. DAVIDSON, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KATHERINE G. ZEROUNIAN
Name(s) of Signer(s)

- personally known to me
- ~~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.



WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

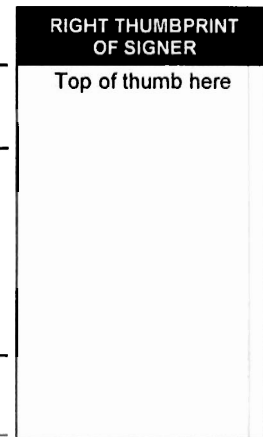
Signer(s) Other Than Name Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On May 5, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Performance Bond**
Serrano, Village K5 – Unit 3

LABORERS AND MATERIALMEN BOND FORM

Whereas, the Board of Supervisors of the County of El Dorado, State of California, and **SERRANO ASSOCIATES, LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project **SERRANO VILLAGE K5 – UNIT 3 (TM 01-1378)** is hereby referred to and made a 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, said Principal and undersigned as corporate surety, are held and firmly bound unto the County of El Dorado for all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of **TWO MILLION ONE HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN AND 00/100 DOLLARS (\$2,167,297.00)** 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 El Dorado County 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.

Laborers and Materialmen Bond (Continued)

It is hereby expressly stipulated and agreed that this bond shall insure 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 of the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Serrano Associates, LLC, Principal, shall be responsible for the completion of the public improvements as required in the described Subdivision Improvement Agreements.
2. Any claim or demand made by the Obligee shall be made against Serrano Associates, LLC and its surety.
3. Provided, further, that regardless of the period of time that this bond is in force and regardless of the number of demands made against this bond and the bonds listed on Attachment B, the Surety's obligations shall be limited in the cumulative aggregate amount of \$2,167,297.00 plus the costs, expenses and reasonable attorneys' fees to be paid by the Subdivider should the County of El Dorado be required to commence an action to enforce the provisions of the Agreement.
4. The cumulative obligation of the Principal under all of the agreements listed on Attachment B, shall be limited to the public improvements plans, specifications and cost estimates entitled **Serrano Village K5 Phase 1A – 1B** in Attachment A, pages 1 through

Laborers and Materialmen Bond (Continued)

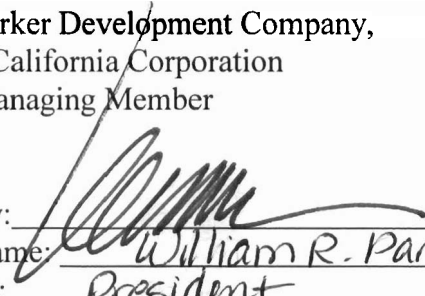
9 less the amount certified as partial completion of subdivision improvements certified on April 28, 2006 and accepted by the County of El Dorado.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on May 4, 2006.

“Principal”


SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company,
a California Corporation
Managing Member

By: 
Name: William R. Parker
Its: President

“Surety”

THE CONTINENTAL INSURANCE COMPANY

By: 
Katherine G. Zerounian, Attorney-In-Fact

Attachment A

Schedule Of General Sitework Improvements

Owners agree to perform general sitework improvements in **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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 Sitework Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Clear and Grub	39	AC	\$ 2,500.00	\$ 97,500.00
Excavation	180,000	CY	\$ 5.00	\$ 900,000.00

Total General Sitework Improvements Cost	\$997,500.00
Plus 2% Project Administration	\$19,950.00
Plus 5% Construction Staking	\$49,875.00
Plus 10% Contingency	\$99,750.00
Estimated Total General Sitework Improvements Cost	\$1,167,075.00

Attachment A

Schedule Of Surface Improvements

Owners agree to improve all streets and roads for dedication upon the final map of **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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
3" AC/ 8" AB	195,166	SF	\$ 2.80	\$ 546,464.80
Modified Type 1 Curb and Gutter	14,367	LF	\$ 15.00	\$ 215,505.00
0.1 Grind @ Greenview	62,603	SF	\$.30	\$ 18,780.90
0.1 Overlay @ Greenview	76,297	SF	\$.50	\$ 38,148.50
Sidewalk Ramps	16	EA	\$ 500.00	\$ 8,000.00
Street Signs	7	EA	\$ 250.00	\$ 1,750.00
4" PCC Sidewalk	22,997	SF	\$ 4.00	\$ 91,988.00
Stop signs w/ Stop Bars	7	EA	\$ 500.00	\$ 3,500.00

Total Surface Improvements Cost	\$924,137.20
Plus 2% Project Administration	\$18,482.74
Plus 5% Construction Staking	\$46,206.86
Plus 10% Contingency	\$92,413.72
Estimated Total Surface Improvements Cost	\$1,081,240.52

Attachment A

Schedule Of Storm Drainage Improvements

Owners agree to install storm drainage improvements for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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" Storm Drain Pipe - HDPE	338	LF	\$ 35.00	\$ 11,830.00
18" Storm Drain Pipe - HDPE	1,224	LF	\$ 45.00	\$ 55,080.00
24" Storm Drain Pipe - HDPE	203	LF	\$ 55.00	\$ 11,165.00
30" Storm Drain Pipe - HDPE	423	LF	\$ 55.00	\$ 23,265.00
Std. Type "B" Drain Inlet	21	EA	\$ 2,800.00	\$ 58,800.00
48" Storm Drain Manhole	18	EA	\$ 3,500.00	\$ 63,000.00

Total Storm Drainage Improvements Cost	\$223,140.00
Plus 2% Project Administration	\$4,462.80
Plus 5% Construction Staking	\$11,157.00
Plus 10% Contingency	\$22,314.00
Estimated Total Storm Drainage Improvements Cost	\$261,073.80

Attachment A

Schedule Of Sanitary Sewer Improvements

Owners agree to install the sewer collection and disposal system for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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" Sewer Line SDR-35	4,678	LF	\$ 45.00	\$ 210,510.00
6" Sewer Line SDR-26	257	LF	\$ 45.00	\$ 11,565.00
Std. 60" Manhole	2	EA	\$ 5,000.00	\$ 10,000.00
Std. 48" Manhole	21	EA	\$ 3,500.00	\$ 73,500.00
4" Sewer Services	133	EA	\$ 1,000.00	\$ 133,000.00
Sewer Cleanout	4	EA	\$ 1,000.00	\$ 4,000.00
Manhole Lining	1,693	SF	\$ 1.00	\$ 1,693.00

Total Sanitary Sewer Improvements Cost	\$444,268.00
Plus 2% Project Administration	\$8,885.36
Plus 5% Construction Staking	\$22,213.40
Plus 10% Contingency	\$44,426.80
Estimated Total Sanitary Sewer Improvements Cost	\$519,793.56

Attachment A

Schedule Of Water Improvements

Owners agree to install the water supply and distribution system in **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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
8" PVC C-900 (CL 150)	5,202	LF	\$ 50.00	\$ 260,100.00
8" Gate Valve	16	EA	\$ 1,000.00	\$ 16,000.00
1" ARV	7	EA	\$ 2,500.00	\$ 17,500.00
2" BOV	6	EA	\$ 2,800.00	\$ 16,800.00
Fire Hydrants	12	EA	\$ 3,000.00	\$ 36,000.00
Water Services	133	EA	\$ 1,200.00	\$ 159,600.00

Total Water Improvements Cost	\$506,000.00
Plus 2% Project Administration	\$10,120.00
Plus 5% Construction Staking	\$25,300.00
Plus 10% Contingency	\$50,600.00
Estimated Total Water Improvements Cost	\$592,020.00

Attachment A

Schedule Of Reclaimed Water Improvements

Owners agree to install the recycled water supply and distribution system in **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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 Reclaimed Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" Purple Plus C-900 (CL 150)	5,287	LF	\$ 35.00	\$ 185,045.00
6" Gate Valve	16	EA	\$ 700.00	\$ 11,200.00
2" BOV	7	EA	\$ 2,800.00	\$ 19,600.00
1" ARV	7	EA	\$ 2,500.00	\$ 17,500.00
Recycled Water Services	133	EA	\$ 1,200.00	\$ 159,600.00

Total Reclaimed Water Improvements Cost	\$392,945.00
Plus 2% Project Administration	\$7,858.90
Plus 5% Construction Staking	\$19,647.25
Plus 10% Contingency	\$39,294.50
Estimated Total Reclaimed Water Improvements Cost	\$459,745.65

Attachment A

Schedule Of Erosion Control Improvements

Owners agree to install erosion control improvements for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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	1,957	LF	\$ 3.00	\$ 5,871.00
Hydroseed	54,000	SF	\$ 0.05	\$ 2,700.00
Silt Fence	1,840	LF	\$ 3.00	\$ 5,520.00
Dust Control	1	LS	\$ 20,000.00	\$ 20,000.00
SWPP Compliance	1	LS	\$ 15,000.00	\$ 15,000.00

Total Erosion Control Improvements Cost	\$49,091.00
Plus 2% Project Administration	\$981.82
Plus 5% Construction Staking	\$2,454.55
Plus 10% Contingency	\$4,909.10
Estimated Total Erosion Control Improvements Cost	\$57,436.47

Attachment A

Schedule Of Miscellaneous Improvements

Owners agree to install miscellaneous improvements for **SERRANO VILLAGE K5 PHASE 1A - 1B** Subdivision 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 Miscellaneous Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Joint Trench	8,385	LF	\$ 20.00	\$ 167,700.00

Total Utility Improvements Cost	\$167,700.00
Plus 2% Project Administration	\$3,354.00
Plus 5% Construction Staking	\$8,385.00
Plus 10% Contingency	\$16,770.00
Estimated Total Utility Improvements Cost	\$196,209.00

Attachment A

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the SERRANO VILLAGE K5 UNIT 3 Subdivision have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 1,167,075.00	90%	\$ 116,707.50
Surface Improvements	\$ 1,081,240.52	0%	\$ 1,081,240.52
Storm Drainage	\$ 261,073.80	0%	\$ 261,073.80
Sanitary Sewer	\$ 519,793.56	0%	\$ 519,793.56
Water	\$ 592,020.00	0%	\$ 592,020.00
Reclaimed Water	\$ 459,745.65	0%	\$ 459,745.65
Erosion Control	\$ 57,436.47	0%	\$ 57,436.47
Miscellaneous	\$ 196,209.00	0%	\$ 196,209.00
Totals	\$ 4,334,594.00		\$ 3,284,226.50

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **FOUR MILLION THREE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED NINETY FOUR AND 00/100 dollars (\$4,334,594.00)**.

The Performance Bond is for the amount of **THREE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED TWENTY SIX AND 50/100 dollars (\$3,284,226.50)**. (100% of Remaining Amount Total, Column 3)

The Labor and Materialmens Bond is for the amount of **TWO MILLION ONE HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED NINETY SEVEN AND 00/100 dollars (\$2,167,297.00)**. (50% of The Total Amount, Column 1)

DATED: 04/28/06

(Handwritten Signature)

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



ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: _____

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

Agreement to Make Subdivision Improvements for
 Class 1 Subdivision Between County, Owners and Subdivider
 SERRANO VILLAGE K5 - UNIT 3, TM 01-1378

AGMT 06-1064
 Certificate of Partial Completion

Attachment B

It is hereby understood and agreed that this addendum is affixed to and a part of bond number 929374865 which is issued on behalf of the County of El Dorado, a political subdivision of the State of California.

The cumulative liability of the following Laborers and Materialmen Bonds shall not exceed \$2,167,297.00 and shall incorporate the following Subdivisions Improvement Agreements, tracts of land and bond security as required by Section 16.16.050 of the El Dorado County Ordinance Code as listed below:

<u>Owner/Subdivider</u>	<u>Date of Agreement</u>	<u>Tract Description</u>	<u>Bond No.</u>
1 Serrano Associates, LLC and Toll CA X L.P.	May 1, 2006	Serrano Village K5 Unit 3	929374865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John T Lettieri, Mark Roppo, Katherine G Zerounian, Paul S Rodriguez, Tom Branigan, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of September, 2005.



The Continental Insurance Company

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of September, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4TH day of MAY, 2006.



The Continental Insurance Company

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

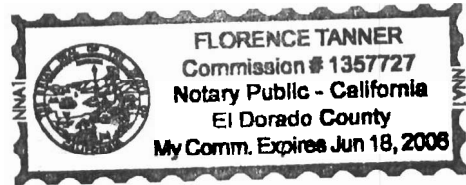
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On May 5, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Labor and Material Bond**
Serrano, Village K5 – Unit 3

R I D E R

To be attached to and form part of:

Bond Number 929374865
dated 5/4/2006

issued by the THE CONTINENTAL INSURANCE COMPANY
in the amount of \$ 5,451,523.50

on behalf of SERRANO ASSOCIATES, LLC
(Principal)

and in favor of COUNTY OF EL DORADO
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Effective Date shall be amended:

FROM: May 4, 2006

TO: May 5, 2006

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 5th day of May, 2006.


Signed, Sealed & Dated this 14th day of July, 2006.

SERRANO ASSOCIATES, LLC., a Delaware limited liability company

By: Parker Development Company a California corporation,
Its Managing Member

By:  _____
(Principal)

THE CONTINENTAL INSURANCE COMPANY
(Surety)

By:  _____
Katherine G. Zerounian, Attorney-in-Fact

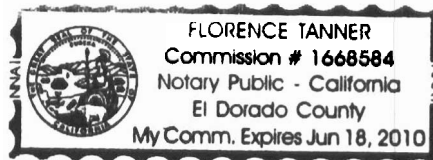
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On July 14, 2006 before me, Florence Tanner, Notary Public personally appeared James E. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Rider**
Bond #929374865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

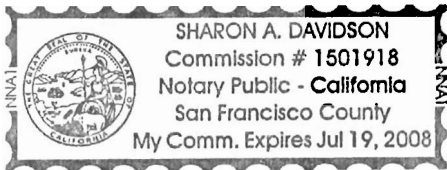
ss.

On JULY 17, 2006, before me, SHARON A. DAVIDSON, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KATHERINE G. ZEROUNIAN
Name(s) of Signer(s)

- personally known to me
- ~~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.



WITNESS my hand and official seal

Place Notary Seal Above

[Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Name Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John T Lettieri, Mark Roppo, Katherine G Zerounian, Paul S Rodriguez, Tom Branigan, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of September, 2005.



The Continental Insurance Company

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of September, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of JULY, 2006.



The Continental Insurance Company

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

RECORDING REQUESTED BY

Board of Supervisors

WHEN RECORDED MAIL TO:

NAME: BOARD OF SUPERVISORS

MAILING
ADDRESS:

CITY, STATE,
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR
RECORDERS USE

TITLE(S)

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS FOR
SERRANO VILLAGE K5 – UNIT 3

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS

WHEREAS, Tentative Subdivision Map TM 01-1378, also referred to as **SERRANO VILLAGE K5 AND K6** of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on July 26, 2001, and included the following conditions relating to drainage:

“9. Cross lot drainage shall be avoided wherever possible. The CC&Rs for Village K5 and K6 shall include a requirement for a grading and drainage plan to be submitted for review and approval of the Architectural Control Committee of the Master or Village Homeowners’ Association at the time of building permit application. The CC&Rs shall require all “downhill” lots must be designed to accept any drainage from uphill lots and the Master or Village Homeowners’ Association shall enforce this condition.

10. **Drainage Maintenance shall be the responsibility of the Master Owners’ Association.** Therefore, all easements for drainage facilities shall first be offered to the County of El Dorado with rejection; the offer shall be subject to that agreement between Serrano and the County recorded as document 98-0015834-00 on March 26, 1998. Pursuant to the terms of said Agreement, upon rejection by the County, all drainage easements will be subsequently offered to the Master Owner’s Association simultaneously with the filing of the Final Subdivision Map.” and,

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Serrano provides,

A3.07. Master Association Easements for Maintenance

A. The Master Association shall have an easement in and to that portion of a Lot or Parcel which adjoins the Common Area for the limited purpose of access to and maintenance of the adjoining Common Area. The Master Association shall have easements for access over such portions of Lots or Parcels as are reasonably necessary for the Master Association to maintain the Common Area and those front yard areas which are to be maintained by the Master Association, and no Owner shall interfere with the use of such easements by the Master Association or its agents or employees. The Master Association shall have easements for access over such portions of each Lot or Parcel as are reasonably necessary for the Master Association to maintain drainage facilities to be maintained by the Owner, should the owner fail to do so (which maintenance shall be at the sole cost and expense of the Owner); and to maintain drainage facilities to be maintained by the Master Association. No Owner shall interfere with the use of such easements by the Master Association or its agents or employees', and

WHEREAS, while the County intends to reject the offer of dedication for the drainage easements at the time of the final subdivision map for the Village, or any phase thereof, is approved, the County, and **Serrano Associates, LLC, a Delaware limited liability company, and Toll CA X L.P., a California limited partnership**, the owners of **Serrano Village K5 - Unit 3**, wish to define the events upon which the County may rescind its rejection and accept the drainage easements,

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of El Dorado, a political subdivision of the State of California, and **Serrano Associates, LLC, a Delaware limited liability company**, and **Toll CA X L.P., a California limited partnership**, as follows:

1. The County shall reject all offers of dedication of drainage easements within **Serrano Village K5 – Unit 3** at the time of approval of the final map(s) therefore.
2. Notwithstanding the rights granted to it under Government Code section 66477.2(a), the County shall not thereafter rescind its action and accept the drainage easements unless the Board of Supervisors has made a finding, based upon substantial evidence submitted at a public hearing specially held by the Board to consider the matter, that the Serrano Master Homeowners Association, or its successor-in-interest, has: (1) abandoned its maintenance responsibilities or real property interest in said drainage facilities, or; (2) failed to maintain said drainage facilities in a safe and proper manner or in accordance with applicable County maintenance standards.
3. This Agreement is intended to manifest the understanding of the parties with respect to condition 10 of TM 01-1378 and shall be utilized as the framework for the interpretation of other similar conditions imposed upon other tentative maps within the El Dorado Hills Specific Plan.
4. This Agreement is conditioned upon the creation and continued existence of the Serrano Master Homeowners' Association, or its successor-in-interest. In the event said organization or a similar such organization is not formed, or said organization ceases to exist without a successor-in-interest taking over its legal responsibilities for maintenance, then this Agreement shall become null and void without any further action by the County.

Dated: _____

COUNTY OF EL DORADO

By _____
Chairman, Board of Supervisors

ATTEST:

CINDY KECK, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

TOLL CA X L.P.
a California limited partnership

By: Parker Development Company
a California corporation
Its Managing Member

By: Toll CA GP Corp.
a California corporation
General Partner

By: 

By: Mark Davis

Name: William R. Parker

Name: Mark Davis

Title: President

Title: Vice President

Date: 5-3-06

Date: 5-3-06

*WLP
5/3/06*

STATE OF CALIFORNIA)
COUNTY OF EL DORADO)

On 5-3-06, before me, the undersigned notary public, personally
appeared William R. Parker,

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Florence Tanner



STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, the undersigned notary public, personally
appeared _____,

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENT

State of California
County of El Dorado

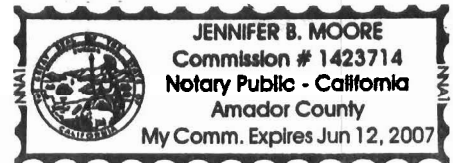
On 5/4/06 before me, Jennifer B. Moore, Notary Public
(here insert name and title of the officer)

personally appeared Mark O. Davis

personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Jennifer B. Moore



(Seal)

RECORDING REQUESTED BY

Board of Supervisors

WHEN RECORDED MAIL TO:

NAME: BOARD OF SUPERVISORS

MAILING
ADDRESS:

CITY, STATE,
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR
RECORDERS USE

TITLE(S)

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF ROADS FOR SERRANO
VILLAGE K5 – UNIT 3

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF ROADS

WHEREAS, Tentative Subdivision Map TM 01-1378, also referred to as **SERRANO VILLAGE K5 AND K6** of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on July 26, 2001, and included the following condition relating to roads:

“2. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) as indicated above, shall be made for the proposed roads, with slope easements where necessary. Said offer shall be rejected at the time of the final map. The offer shall be subject to that agreement between Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owners’ Association simultaneously with the filing of the Final Subdivision Map.” and,

WHEREAS, the roadways in the El Dorado Hills Specific Plan, excepting El Dorado Hills Blvd., Silva Valley Parkway, Appian Way and Serrano Parkway, are intended to be private roads maintained by the Serrano Master Homeowners’ Association, and

WHEREAS, while the County intends to reject the offer of dedication for the private roads at the time of the final subdivision map for the Village, or any phase thereof is approved, the County and **Serrano Associates, LLC, a Delaware limited liability company, and Toll CA X L.P., a California limited partnership**, the owners of **Serrano Village K5 – Unit 3** wish to define the events upon which the County may rescind its rejection and accept the private roads.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of El Dorado, a political subdivision of the State of California, and **Serrano Associates, LLC, a Delaware limited liability company**, and **Toll CA X L.P., a California limited partnership**, as follows:

1. The County shall reject all offers of dedication for roads within **Serrano Village K5 – Unit 3** at the time of approval of the final map(s) therefore, excepting to the extent applicable, El Dorado Hills Blvd., Silva Valley Parkway, Appian Way and Serrano Parkway.
2. Notwithstanding the rights granted to it under Government Code section 66477.2(a), the County shall not thereafter rescind its action and accept the roads unless the Board of Supervisors has made a finding, based upon substantial evidence submitted at a public hearing specially held by the Board to consider the matter, that the Serrano Master Homeowners' Association, or its successor-in-interest, has: (1) abandoned its maintenance responsibilities or real property interest in said roadway(s), or; (2) failed to maintain such roadway(s) in a safe and proper manner or in accordance with applicable County maintenance standards.
3. This Agreement is intended to manifest the understanding of the parties with respect to Condition 2 of TM 01-1378 and shall be utilized as the framework for the interpretation of other similar conditions imposed upon other tentative maps within the El Dorado Hills Specific Plan.
4. This Agreement is conditioned upon the creation and continued existence of the Serrano Master Homeowners' Association, or its successor-in-interest. In

the event said organization or a similar such organization is not formed, or said organization ceases to exist without a successor-in-interest taking over its legal responsibilities for maintenance, then this Agreement shall become null and void without any further action by the County.

Dated: _____

COUNTY OF EL DORADO

By: _____

Chairman, Board of Supervisors

ATTEST:

CINDY KECK, Clerk
of the Board of Supervisors

By: _____

Deputy Clerk

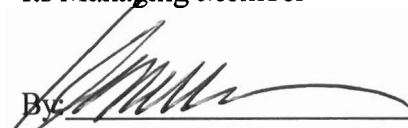
Dated: _____

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

TOLL CA X L.P.
a California limited partnership

By: Parker Development Company
a California corporation
Its Managing Member

By: Toll CA GP Corp.
a California corporation
General Partner

By:  _____

Name: William R. Parker

Title: President

Date: 5-3-06

By: Mark Davis

Name: Mark Davis

Title: Vice President

Date: 5-4-06

STATE OF CALIFORNIA)
)
COUNTY OF El Dorado)

On 5-3-06, before me, the undersigned notary public, personally appeared William R. Parker,

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Florence Tanner



STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, the undersigned notary public, personally appeared _____,

- personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

State of California
County of El Dorado

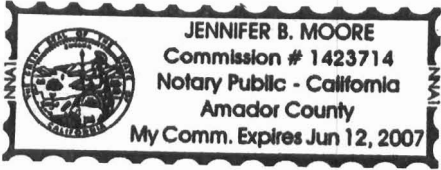
On 5/4/06 before me, Jennifer B. Moore, Notary Public
(here insert name and title of the officer)

personally appeared Mark O. Davis

personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature Jennifer B. Moore



(Seal)

DEVELOPMENT SERVICES DEPARTMENT

County of
EL DORADO

<http://www.co.el-dorado.ca.us/devservices>

PLANNING
SERVICES



PLACERVILLE OFFICE:
2850 FAIRLANE COURT
PLACERVILLE, CA. 95667
(530) 621-5355
(530) 642-0508 Fax
Counter Hours: 7:30 AM to 4:30 PM
planning@co.el-dorado.ca.us

LAKE TAHOE OFFICE:
3368 LAKE TAHOE BLVD. SUITE 302
SOUTH LAKE TAHOE, CA 96150
(530) 573-3330
(530) 542-9082 Fax
Counter Hours: 7:30 AM to 4:30 PM
tahoebuild@co.el-dorado.ca.us

EL DORADO HILLS OFFICE:
4950 HILLSDALE CIRCLE, SUITE 100
EL DORADO HILLS, CA 95762
(916) 941-4967 and (530) 621-5582
(916) 941-0269 Fax
Counter Hours: 7:30 AM to 4:30 PM
planning@co.el-dorado.ca.us

August 29, 2006

Kirk Bone
Serrano Associates
4525 Serrano Parkway
El Dorado Hills, CA 95762

Dear Mr. Bone:

The final map for Serrano/Village K5, Unit 3, has been forwarded to the Board of Supervisors and will be on the Consent Calendar September 12, 2006. Please contact the Board Clerk's Office for the time. A copy of the memo to the Board is enclosed for your information. If you have any questions, please contact Mel Pabalinas in Planning Services at (530) 621-5355.

Sincerely,

A handwritten signature in cursive script that reads "Jo Ann Brillisour".

Jo Ann Brillisour
Clerk to the Planning Commission

Enclosure

cc: Brian Thionnet, REY Engineers