


Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

### ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP, referred to herein as ("Seller"), with reference to the following facts:

#### RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, attached hereto and referred to hereinafter as "the Acquisition Property", on the terms and conditions herein set forth.
- C. County and Seller previously engaged in negotiations regarding the potential to relocate overhead and underground utility facilities currently located in existing old White Rock Road to new White Rock Road as part of County's construction project, and to consider, as part thereof, an initiation of abandonment proceedings of old White Rock Road, as part of compensation to the Seller for acquisition of Seller's property. Those negotiations were terminated and did not result in an agreement between Seller and County. As a consequence, notwithstanding anything else to the contrary, County is not obligated to, and shall not be

 \_\_\_\_\_

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

obligated in the future to, relocate any overhead or underground utility facilities currently located in or around old White Rock Road, as part of its construction project or otherwise, and is not obligated to, and shall not be obligated in the future to, consider an abandonment of old White Rock Road, as a result of County's acquisition of property herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

#### **AGREEMENT**

##### **1. ACQUISITION PROPERTY AND JUST COMPENSATION**

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, in fee, the Acquisition Property, as described and depicted in the attached Exhibit B and the exhibits thereto. Seller hereby agrees that in further consideration for this Agreement, Seller will grant the following additional easement land rights to County: those strips of land across APN 117-160-15, as described in the attached Exhibit C-1 and E-1 and depicted in the attached Exhibit D-1 and F-1, and APN 117-160-14 as described in the attached Exhibit C-2 and E-2 and depicted in the attached Exhibit D-2 and F-2. The Acquisition Property together with the additional easement rights referred to hereinabove are hereinafter collectively referred to as the "Ultimate Road Acquisition Property".

The just compensation for the Ultimate Road Acquisition Property is in the amount of **\$2,025,540.00 (Two Million Twenty-Five Thousand Five Hundred and Forty Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Ultimate Road Acquisition Property is

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

\$2,025,540.00, and that no other compensation in any form is due to Seller.

**2. NO OBLIGATION FOR RELOCATION AND ABANDONMENT.**

Seller acknowledges and agrees that County is not, and shall not in the future be, obligated to relocate overhead or underground utility facilities currently in or around old White Rock Road or to initiate an abandonment proceeding of existing White Rock Road.

**3. ESCROW**

The acquisition of the Ultimate Road Acquisition Property shall be consummated by means of Escrow No. 205-9946, which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed from Seller to County for the Acquisition Property, and the Slope Easement Deeds and Temporary Construction Easements for the Ultimate Road Acquisition Property. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than September 30, 2007, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and

Seller: EDHI LTD  
APN: 117-160-16, 15 & 14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed, Slope Easement Deeds and Temporary Construction Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant Deed convey to the County, the Acquisition Property, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Property shall vest in the County subject only to:

- A. Covenants, conditions, restrictions, and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes; as contained in Placer Title Company Preliminary Report Order No. 205-9946, dated November 29, 2006, if any; and
- C. Exceptions numbered 1, 2, 3, and 4, paid current, and subject to items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 as contained in said preliminary report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Property is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

**6. WARRANTIES**

Seller warrants that:

- A. Seller owns the Ultimate Road Acquisition Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Ultimate Road Acquisition Property from adjacent properties, encroachments by improvements on the Ultimate Road Acquisition Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Ultimate Road Acquisition Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Ultimate Road Acquisition Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deeds.

**7. PRORATION OF TAXES**

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Ultimate Road Acquisition Property prior to

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

**8. ASSESSMENTS**

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Ultimate Road Acquisition Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising therefrom. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Ultimate Road Acquisition Property prior to Close of Escrow.

**9. NO ENVIRONMENTAL VIOLATIONS**

Seller represents and warrants that, to the best of Seller's knowledge, the Ultimate Road Acquisition Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Ultimate Road Acquisition Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Ultimate Road Acquisition Property or Seller relating to environmental matters.

**10. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement,

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

the right to possession and use of the Ultimate Road Acquisition Property described in the Grant Deed, Slope Easement Deeds and Temporary Construction Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements adjacent to Latrobe Road, and the new White Rock Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. The amount of the just compensation in this Agreement includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**11. WAIVER OF AND RELEASE OF CLAIMS**

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

**12. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**13. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Ultimate Road Acquisition Property, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

compensation to any broker or sales agent in connection with this transaction.

**14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed for the Acquisition Property, and the Slope Easement Deeds and Temporary Construction Easements for the Ultimate Road Acquisition Property prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 1, together with County's Certificate of Acceptance to be attached to and recorded with the Grant Deed, Slope Easement Deeds and Temporary Construction Easements.
- C. Escrow Holder shall:
  - (i) Record the Grant Deed, Slope Easement Deeds and Temporary Construction Easements for the Ultimate Road Acquisition Property described and depicted in the exhibits hereto, together with County's Certificate of Acceptance.
  - (ii) Cause the policy of title insurance to be issued.
  - (iii) Deliver the just compensation to Seller.

**15. TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.



Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

**16. BEST EFFORTS**

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

**17. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: Mr. Tony Mansour  
El Dorado Hills Investors, LTD  
4477 Golden Foothill Parkway  
El Dorado Hills, CA 95762**

**COUNTY: County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667**

**COPY TO: County of El Dorado  
Department of Transportation  
Attn: R/W Program Manager  
2850 Fairlane Court  
Placerville, CA 95667**

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

**18. BINDING EFFECT**

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

**19. GOVERNING LAW**

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

**20. HEADINGS**

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

**21. WAIVER**

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**22. ATTORNEY'S FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

**23. LEASE WARRANTY PROVISION**

Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

Seller: EDHI LTD  
APN: 117-160-16, 15 &14  
Old APN: 108-470-16  
Project#: 66101  
Escrow#: 205-9946

**24. EFFECTIVE DATE**

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

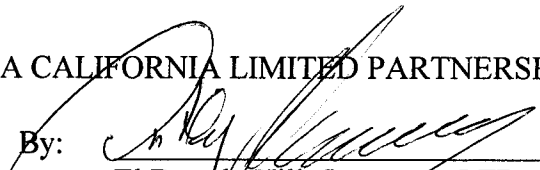
**25. ENTIRE AGREEMENT**

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

**SELLER:**

EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP

Date: 6/29/07

By: 

El Dorado Hills Investors, LTD  
By: The Mansour Company, a California Corporation  
Its: General Partner  
By: Anthony E. Mansour  
Its: Chief Executive Officer


**COUNTY OF EL DORADO**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
James R. Sweeney, Chairman of the Board  
Board of Supervisors

ATTEST: CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Seller's Initials  \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:**

**ALL THAT PORTION OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:**

**PARCEL K, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFONRIA ON AUGUST 3, 2000 IN BOOK 47 OF PARCEL MAPS AT PAGE 80.**

**EXHIBIT "B"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

\_\_\_\_\_  
Above section for Recorder's use \_\_\_\_\_

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

**IN WITNESS WHEREOF**, Grantors have herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**GRANTOR:**

**EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
El Dorado Hills Investors, LTD  
By: The Mansour Company,  
Its General Partner  
Anthony E. Mansour, CEO

**Notary Acknowledgements Follow**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

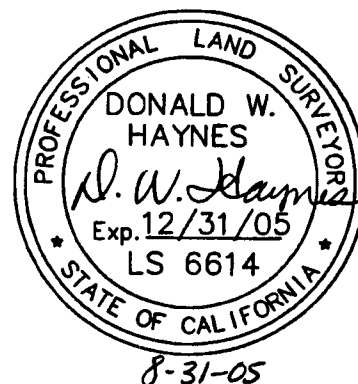
All that portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Parcel K, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder.

END OF DESCRIPTION.

See attached Exhibit

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



8-31-05

EXHIBIT "B"

LATROBE RD.

EDH INVESTORS  
APN 108:470:16  
PARCEL K  
47-PM-80

WHITE ROCK ROAD



SCALE = 1:2000  
METRIC

Drawing Name: J:\DCA\p\72335\DWGSRV EXHIBITS\108-470-16RW.dwg, Layout Tab: Model, Last Saved: Fri, 12 Aug 2005 - 2:34pm, Dhiaynes

**EXHIBIT "C-1"**  
**LEGAL DESCRIPTION**  
**SLOPE EASEMENT**

All that portion of Parcel J, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most westerly corner of said parcel; thence along the southwesterly boundary South 41°54'02" East (cite South 41°53'24" East) 2.931 meters (9.62 feet); thence leaving said boundary North 27°00'32" East 76.040 meters (249.47 feet); thence North 03°58'24" West 7.156 meters (23.48 feet) to the northwesterly boundary; thence along said boundary South 26°20'20" West (cite South 26°20'58" West) 81.126 meters (266.16 feet) to the point of beginning, containing 0.0250 hectares (0.062 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



10-06-06



EXHIBIT "D-1"

NEW R/W LINE

PARCEL K  
47-PM-80

PARCEL 6  
47-PM-80

WHITE ROCK ROAD (EXIST.)

WHITE ROCK  
ROAD (FUTURE)

N03°58'24"W  
7.156m

EDH INVESTORS  
APN 108:470:15  
47-PM-80(J)

POINT OF  
BEGINNING

S41°54'02"E  
2.931m

NEW R/W LINE

S26°20'20"W 81.126m  
N27°00'32"E 76.040m



SCALE = 1:1000  
METRIC

Drawing Name: J:\DCA\p72335\DWG\RW EXHIBITS\108-470-15SE-REV.dwg, Layout Tab Model, Last Saved: Fri, 06 Oct 2006 - 11:43am, JHaynes

**EXHIBIT "E-1"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of Parcel J, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Commencing at the most westerly corner of said parcel; thence along the southwesterly boundary South 41°54'02" East (cite South 41°53'24" East) 2.931 meters (9.62 feet); thence continuing along said South 41°54'02" East 1.608 meters (5.28 feet); thence leaving said boundary North 27°00'32" East 77.035 meters (252.74 feet); thence North 03°58'24" West 7.939 meters (26.05 feet) to the northeasterly boundary; thence along said boundary North 53°01'12" West (cite North 53°00'34" West) 1.129 meters (3.70 feet) to the most northerly corner; thence along the northwesterly boundary South 26°20'20" West (cite South 26°20'58" West) 1.283 meters (4.21 feet); thence leaving said boundary South 03°58'24" East 7.156 meters (23.48 feet); thence South 27°00'32" West 76.040 meters (249.47 feet) to the point of beginning, containing 0.0127 hectares (0.031 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



10-06-06

EXHIBIT "F-1"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°54'02"E	1.608m
L2	N03°58'24"W	7.939m
L3	N53°01'12"W	1.129m
L4	S26°20'20"W	1.283m
L5	S03°58'24"E	7.156m

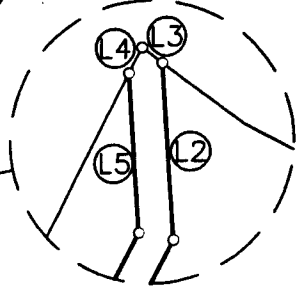
NEW R/W LINE

PARCEL K  
47-PM-80

PARCEL 6  
47-PM-80

WHITE ROCK  
ROAD (FUTURE)

WHITE ROCK ROAD (EXIST.)



N27°00'32"E  
77.035m

S27°00'32"W  
76.040m

EDH INVESTORS  
APN 108:470:15  
47-PM-80(J)

POINT OF  
BEGINNING

S41°54'02"E  
2.931m

NEW R/W LINE



SCALE = 1:1000  
METRIC

**EXHIBIT "C-2"**  
**LEGAL DESCRIPTION**  
**SLOPE EASEMENT**

All that portion of Parcel H, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most southerly corner of said parcel; thence along the southwesterly boundary North 34°45'10" West (cite North 34°44'13" West) 2.620 meters (8.60 feet); thence leaving said boundary North 24°13'40" East 64.193 meters (210.61 feet); thence North 25°41'01" East 12.435 meters (40.80 feet) to the northeasterly boundary; thence along said boundary South 64°45'48" East (cite South 64°44'51" East) 4.794 meters (15.73 feet) to the most easterly corner; thence along the southeasterly boundary South 26°20'01" West (cite South 26°20'58" West) 77.942 meters (255.71 feet) to the point of beginning, containing 0.0283 hectares (0.070 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



10-04-06

EXHIBIT "D-2"

PARCEL A  
45-PM-53

PARCEL 5  
47-PM-80

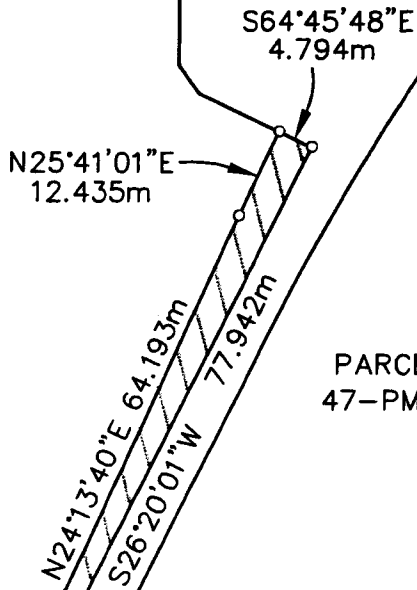
EDH INVESTORS  
APN 108:470:14  
PARCEL H  
47-PM-80

PARCEL 6  
47-PM-80

PARCEL K  
47-PM-80

PARCEL 5  
47-PM-80

PARCEL J  
47-PM-80



N34°45'10"W  
2.620m

POINT OF BEGINNING

**WHITE ROCK ROAD  
(FUTURE)**

**WHITE ROCK ROAD  
(EXISTING)**



SCALE = 1:1000  
METRIC

Drawing Name: J:\DCA\p\2335\DWGS\RW EXHIBITS\08-470-14\REV.dwg, Layout Tab: Model, Last Saved: Wed, 04 Oct 2006 - 8:45am, D:\pines

**EXHIBIT "E-2"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of Parcel H, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Commencing at the most southerly corner of said parcel; thence along the southwesterly boundary North 34°45'10" West (cite North 34°44'13" West) 2.620 meters (8.60 feet) **to the true point of beginning**; thence continuing along said boundary North 34°45'10" West 1.750 meters (5.74 feet); thence leaving said boundary North 24°13'40" East 63.310 meters (207.71 feet); thence North 25°41'01" East 12.443 meters (40.82 feet) to the northeasterly boundary; thence along said boundary South 64°45'48" East (cite South 64°44'51" East) 1.500 meters (4.92 feet); thence leaving said boundary South 25°41'01" West 12.435 meters (40.80 feet); thence South 24°13'40" West 64.193 meters (210.61 feet) to the point of beginning, containing 0.0114 hectares (0.282 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



10-04-06

EXHIBIT "F-2"

PARCEL A  
45-PM-53

PARCEL 5  
47-PM-80

EDH INVESTORS  
APN 108:470:14  
PARCEL H  
47-PM-80

PARCEL 6  
47-PM-80

PARCEL K  
47-PM-80

PARCEL J  
47-PM-80

PARCEL 5  
47-PM-80

POINT OF BEGINNING

N34°45'10"W  
1.750m

(TIE)  
N34°45'10"W  
2.620m

N24°13'40"E  
63.310m

S24°13'40"W  
64.193m

N25°41'01"E  
12.443m

S25°41'01"W  
12.435m

S64°45'48"E  
1.500m

WHITE ROCK ROAD  
(FUTURE)

WHITE ROCK ROAD  
(EXISTING)



SCALE = 1:1000  
METRIC

Drawing Name: J:\DCA\p22355\DWGS\PW EXHIBITS\108-470-14\F-REV.dwg, Layout Tab: Model, Last Saved: Wed, 04 Oct 2006 - 9:16am, D:\pines