

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND SILVER SPRINGS LLC

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 SILVER SPRINGS LLC, a California limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 2999 Oak Road, Suite 40, Walnut Creek, CA 94597 (hereinafter referred to as "Owner"); concerning THE SILVER SPRINGS UNIT 1 (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 26th day of Sept, 2006.

RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as El Dorado County Assessor's Parcel No. 115-370-004. Owner desires 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, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNER 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 *Grading and Improvement Plans for Silver Springs Unit 1 and Plans for the Improvement of Silver Springs Parkway Realignment Onsite Phase 2* which were approved by the County Engineer, Department of Transportation, on May 9, 2006. Attached hereto are Schedule A, marked "General Sitework Improvements," Schedule B, marked "Surface Improvements," Schedule C, marked "Storm Drainage Improvements," Schedule D, marked "Sanitary Sewer Improvements," Schedule E, marked "Water Improvements," Schedule F, marked "Striping and Signage Improvements," Schedule G, marked "Erosion Control Improvements," Schedule H, marked "Underground Power, Telephone and Cable Improvements," Schedule A1, marked "General Sitework Improvements," Schedule B1, marked "Surface Improvements," Schedule C1, marked "Storm Drainage Improvements," Schedule D1, marked "Sanitary Sewer Improvements," Schedule E1, marked "Water Improvements," Schedule F1, marked "Striping and Signage

Improvements," Schedule G1, marked "Erosion Control Improvements," Schedule H1, marked "Underground Power, Telephone and Cable Improvements," and Schedule I1 marked "Miscellaneous Improvements" all of which are incorporated herein and made by reference a part hereof. The Schedules describe quantities, units and costs associated with the improvements to be made.

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

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

4. 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.

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

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

7. Provide deposit for and pay to County 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 the Board of Supervisors of El Dorado County.

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

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

10. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages 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 Owner'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, Owner, 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 Owner 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.

11. Enter into another agreement with County concurrently with this Agreement for intersection improvements on Green Valley Road at the intersections of Silver Springs Parkway (a roadway to be constructed in accordance with this Agreement) and Deer Valley Road to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

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

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

COUNTY WILL:

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 Owner 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.

18. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as

may be deemed by County's Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and County's Grading, Erosion and Sediment Control Ordinances.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's 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 County to secure the repair of any hidden defects in workmanship or materials which may appear.

21. Require Owner to pay County for costs, expenses and reasonable attorneys' fees to be paid by Owner 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 Owner subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

22. The estimated cost of installing all of the improvements is Nine Million Six Hundred Thirty-Nine Thousand Two Hundred and Twenty-Eight dollars (\$9,639,228.00).

23. Owner shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications 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 that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.~~

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 Owner 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 C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Silver Springs LLC
c/o The Cambay Group
2999 Oak Road, Suite 400
Walnut Creek, CA 94597

or to such other location as Owner directs.

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

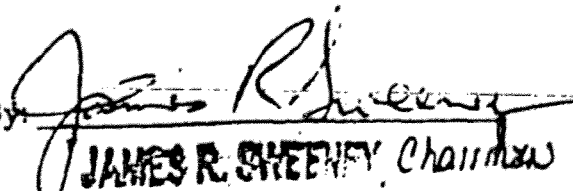
29. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

30. 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.

[Signatures on following pages]

--COUNTY OF EL DORADO--

By:  Dated: 9/26/06
JAMES R. SWEENEY, Chairman
Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By:  Dated: 9/26/06
Deputy Clerk

-- SILVER SPRINGS, LLC, --
a California limited liability company

By: Sorrento, Inc., a California corporation
Its Managing Member

By:  Dated: 9-1-06
Its Chief Financial Officer
"Owner"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of El Dorado } ss.

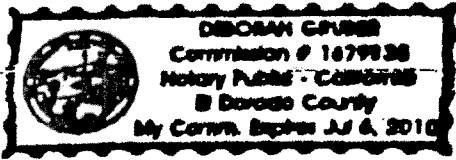
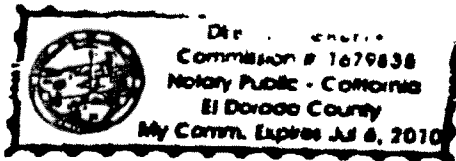
On August 1 2006 before me, DEBORAH GRUBER
personally appeared William Charles Scott Jr.

- 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.

Deborah Gruber
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: Agreement to make Subdivision Improvements FOR CLASS 1 SUBDIVISION
Document Date: date left blank to be completed BOS meeting Number of Pages: 6 + Schedule A-H Schedule A-H-1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: William C Scott Jr.

- Individual
- Corporate Officer — Title(s): CFO for Silver Springs LLC managing member
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: Sorrento Inc, a California Corporation





Stantec

**Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule A**

**Opinion of Probable Costs
General Sitework Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Earthworks					\$1,137,318.00
1 Mobilization/Demobilization	1	l.s.	\$15,000.00	\$15,000.00	
2 Clearing and Grubbing	1	l.s.	\$20,000.00	\$20,000.00	
3 Earthwork	75,000	yd ³	\$10.00	\$750,000.00	
4 Export	26,000	yd ³	\$12.00	\$312,000.00	
5 Existing Trees to be Removed	6	each	\$500.00	\$3,000.00	
6 4' Keystone Retaining Wall	45	l.f.	\$50.00	\$2,250.00	
7 5' Keystone Retaining Wall	95	l.f.	\$55.00	\$5,225.00	
8 0'-6' Keystone Retaining Wall	82	l.f.	\$50.00	\$4,100.00	
9 6' Keystone Retaining Wall	396	l.f.	\$65.00	\$25,740.00	
Total					\$1,137,318
4.0% Mobilization Survey					\$ 46,493
10.0% Construction Administration, Management, Testing and Inspection					\$ 113,732
10.0% Contingency					\$ 113,732
Grand Total					\$1,410,271



Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule B

Opinion of Probable Costs
Surface Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Street					\$924,758
1 3"-Type 'A' A.C.	2,892	ton	\$90.00	\$260,280	
2 11" Class 2 A.B.	4,488	yd ³	\$81.00	\$363,628	
3 4" PCC Sidewalk on 4" min. A.B.	26,773	ft ²	\$5.00	\$133,866	
4 Sidewalk Ramp	15	each	\$1,500.00	\$22,500	
5 Type 1 Curb & Gutter	5,986	l.f.	\$22.00	\$131,692	
6 Type 2 Curb & Gutter	430	l.f.	\$23.00	\$9,890	
7 Curb & Gutter Transition	120	l.f.	\$25.00	\$3,000	
Total					\$924,758
4.0% Construction Survey				\$ 36,990	
10.0% Construction Administration, Management, Testing and Inspection				\$ 92,476	
10.0% Contingency				\$ 92,476	
Grand Total					\$1,146,696



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**Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule C**

**Opinion of Probable Costs
Storm Drainage Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Drainage					\$322,462.00
1 12" HDPE Pipe	61	l.f.	\$42.00	\$2,562.00	
2 18" HDPE Drain	2336	l.f.	\$55.00	\$128,460.00	
3 24" HDPE Drain	244	l.f.	\$65.00	\$15,860.00	
4 48" Drain M.H.	9	each	\$4,000.00	\$36,000.00	
5 Type 'SR 4A' D.I.	18	each	\$3,500.00	\$63,000.00	
6 Grated Inlet per STD. Plan 115A	9	each	\$1,800.00	\$16,200.00	
7 Drainage Ditch	3,536	l.f.	\$10.00	\$35,360.00	
8 Erosion Control Pipe Discharge	5	each	\$5,000.00	\$25,000.00	
Total					\$322,462
4.0% Construction Survey					\$ 12,898
10.0% Construction Administration, Management, Testing and Inspection					\$ 32,246
10.0% Contingency					\$ 32,246
Grand Total					\$399,853



Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule D

Opinion of Probable Costs
Sanitary Sewer Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Sewer					\$228,735.00
1 6" PVC SDR-35 Sewer	2,433	l.f.	\$45.00	\$108,485.00	
2 6" PVC SDR-35 Sewer	142	l.f.	\$50.00	\$7,100.00	
3 48" Sewer Manhole	9	each	\$4,500.00	\$40,500.00	
4 48" Lined Sewer Manhole	4	each	\$4,500.00	\$18,000.00	
5 60" Lined Sewer Manhole	1	each	\$5,000.00	\$5,000.00	
6 Existing M.H. to be Adjusted	3	each	\$1,200.00	\$3,600.00	
7 Sewer Services	53	each	\$850.00	\$45,050.00	
Total					\$228,735
4.0% Construction Survey					\$ 9,149
10.0% Construction Administration, Management, Testing and Inspection					\$ 22,874
10.0% Contingency					<u>\$ 22,874</u>
Grand Total					\$283,631



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**Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule E**

**Opinion of Probable Costs
Water Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Water					\$280,420.00
1 4" PVC C-900	375	l.f.	\$35.00	\$13,125.00	
2 6" PVC C-900	1,317	l.f.	\$45.00	\$59,265.00	
3 10" PVC C-900	1,756	l.f.	\$55.00	\$96,680.00	
4 3/4" Service Meter & RP Backflow	53	e.s.	\$1,000.00	\$53,000.00	
5 Fire Hydrant w/ assembly	10	e.s.	\$2,200.00	\$22,000.00	
6 4" Gate Valve	2	e.s.	\$1,000.00	\$2,000.00	
7 8" Gate Valve	6	e.s.	\$1,500.00	\$9,000.00	
8 10" Gate Valve	7	e.s.	\$1,800.00	\$12,600.00	
9 2" Blowoff Valve	2	e.s.	\$1,300.00	\$2,600.00	
10 4" Blowoff Valve	3	e.s.	\$2,500.00	\$7,500.00	
11 1" Air Release Valve	1	e.s.	\$1,200.00	\$1,200.00	
12 2" Air Release Valve	1	e.s.	\$1,550.00	\$1,550.00	
Total					\$280,420
4.0% Construction Survey					\$ 11,217
10.0% Construction Administration, Management, Testing and Inspection					\$ 28,042
10.0% Contingency					\$ 28,042
Grand Total					\$347,721



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Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule F

Opinion of Probable Costs
Striping and Signage Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Striping and Signage					\$5,500.00
1 Labor and Materials	1	Ls.	\$5,500.00	\$5,500.00	
Total					\$5,500
4.0% Construction Survey					\$ 220
10.0% Construction Administration, Management, Testing and Inspection					\$ 560
10.0% Contingency					\$ 560
Grand Total					\$6,820



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**Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule G**

**Opinion of Probable Costs
Erosion Control Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Erosion Control					\$200,000.00
1 Labor and Materials	1	l.s.	\$200,000.00	\$200,000.00	
Total					\$200,000
4.0% Construction Survey					\$ 8,000
10.0% Construction Administration, Management, Testing and Inspection					\$ 20,000
10.0% Contingency					\$ 20,000
Grand Total					\$248,000



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**Silver Springs LLC
Silver Springs Unit 1 (53 Lots)
County of El Dorado
Schedule H**

**Opinion of Probable Costs
Underground Power, Telephone and Cable Improvements**

Description	Quantity	Unit	Unit Price	Cost	Total
Underground Power, Telephone and Cable Improvements					\$481,240.00
1 Service Structures Installed	53	e.s.	\$480.00	\$25,440.00	
2 Distribution Structures	53	e.s.	\$8,000.00	\$424,000.00	
3 Distribution Trenching	53	e.s.	\$600.00	\$31,800.00	
Total					\$481,240
4.0% Construction Survey					\$ 19,260
10.0% Construction Administration, Management, Testing and Inspection					\$ 48,124
10.0% Contingency					\$ 48,124
Grand Total					\$686,738

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements in the *Silver Springs Unit 1* Subdivision have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 1,410,271.00	0%	\$ 1,410,271.00
Surface Improvements	\$ 1,146,696.00	0%	\$ 1,146,696.00
Storm Drainage	\$ 399,853.00	0%	\$ 399,853.00
Sanitary Sewer	\$ 283,631.00	0%	\$ 283,631.00
Water	\$ 347,721.00	0%	\$ 347,721.00
Striping and Signage	\$ 6,820.00	0%	\$ 6,820.00
Erosion Control	\$ 248,000.00	0%	\$ 248,000.00
Underground Power, Telephone and Cable Improvements	<u>\$ 596,738.00</u>	0%	<u>\$ 596,738.00</u>
Totals	\$ 4,439,729.00		\$ 4,439,729.00

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owners to be **FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00).**

The Performance Bond is for the amount of **FOUR MILLION FOUR HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 dollars (\$4,439,729.00).** (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of **TWO MILLION TWO HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SIXTY FIVE AND 00/100 dollars (\$2,219,864.50).** (50% of the Total Amount, Column 2).

DATED: 08-01-06



Elizabeth Oliver

Carlann Oliver, PE
Stantec
2590 Venture Oaks Way
Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 8-11-06

Richard W. Shepard
Richard W. Shepard, PE
Director of Transportation

~~Silver Springs LLC~~
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule A1

Opinion of Probable Costs
General Sitework Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Earthworks					\$533,000.00
1 Mobilization/Demobilization	1	l.s.	\$20,000.00	20,000.00	
2 Clearing and Grubbing	1	l.s.	\$20,000.00	20,000.00	
3 Earthwork	18,300	yd ³	\$10.00	183,000.00	
4 Import	16,000	yd ³	\$15.00	240,000.00	
5 Rock Lined Ditch	3,300	l.f.	\$15.00	49,500.00	
6 Remove & Dispose Existing Trees	41	e.s.	\$500.00	20,500.00	
Total					\$533,000
4.0% Construction Survey					\$ 21,320
10.0% Construction Administration, Management, Testing and Inspection					\$ 53,300
10.0% Contingency					\$ 53,300
Grand Total					\$660,920

— Silver Springs LLC
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule B1

Opinion of Probable Costs
Surface Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Street					\$2,362,925.00
1 Asphalt Concrete (Type A)	6,227	ton	\$90.00	560,430.00	
2 Class 2 Aggregate Base	10,530	yd ³	\$81.00	852,930.00	
3 Minor Concrete (Type 2 Curb & Gutter)	8,592	l.f.	\$30.00	257,760.00	
4 Minor Concrete (Type A1-150)	3,086	l.f.	\$20.00	61,720.00	
5 Minor Concrete (Median Curb)	4,763	l.f.	\$25.00	119,075.00	
6 Minor Concrete (4" Thick Sidewalk)	831	yd ²	\$450.00	373,950.00	
7 Minor Concrete (4" Thick Bus Shelter Pad)	7	yd ²	\$450.00	3,150.00	
8 Minor Concrete (4" Thick Median Stamped Concrete)	92	yd ²	\$450.00	41,400.00	
9 Minor Concrete (8" Thick Bus Bay)	97	yd ²	\$450.00	43,650.00	
10 Minor Concrete (10" Thick Cross-Gutter)	15	yd ²	\$450.00	6,750.00	
11 2"x8" RWD Headerboard	550	l.f.	\$5.00	2,750.00	
12 Type 3 Street Barricade	554	l.f.	\$36.00	19,990.00	
13 Type 3 Portable Barricade	60	l.f.	\$35.00	2,100.00	
14 Remove & Dispose Existing Barricade	1	e.a.	\$200.00	200.00	
15 6" Headwall Metal Fence	560	l.f.	\$30.00	16,800.00	
16 42" Sidewalk Metal Fence	58	l.f.	\$15.00	870.00	
Total					\$2,362,928
4.0% Construction Survey					\$ 94,517
10.0% Construction Administration, Management, Testing and Inspection					\$ 236,293
10.0% Contingency					\$ 236,293
Grand Total					\$2,930,027

Silver Springs LLC
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule C1

Opinion of Probable Costs
Storm Drainage Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Drainage					\$432,638.00
1 Standard 48" Storm Drain MH	9	e.s.	\$4,000.00	\$36,000.00	
2 Adjust 48" SDMH to Grade	4	e.s.	\$1,200.00	\$4,800.00	
3 Adjust 72" SDMH to Grade	3	e.s.	\$1,200.00	\$3,600.00	
4 Adjust Type B Saddle MH to Grade	2	e.s.	\$1,200.00	\$2,400.00	
5 12" Storm Drain HDPE	1,024	l.f.	\$42.00	\$43,008.00	
6 15" Storm Drain HDPE	70	l.f.	\$44.00	\$3,080.00	
7 18" Storm Drain HDPE	1,361	l.f.	\$55.00	\$74,855.00	
8 24" Storm Drain HDPE	68	l.f.	\$65.00	\$4,290.00	
9 15" Flared End Section w/ Inlet Protection	1	e.s.	\$1,600.00	\$1,600.00	
10 15" Flared End Section w/ Outlet Protection	1	e.s.	\$1,600.00	\$1,600.00	
11 Catch Basin Double Caltrans Type GO	10	e.s.	\$4,500.00	\$45,000.00	
12 Catch Basin Double Caltrans Type GO (Ph. 2)	6	e.s.	\$1,000.00	\$6,000.00	
13 Type 4 AC Curb Inlet w/ Pelican Gallery	1	e.s.	\$3,500.00	\$3,500.00	
14 Type 4 AC Curb Inlet w/ Pelican Gallery (Ph. 2)	1	e.s.	\$1,000.00	\$1,000.00	
15 Median Inlet 18"x18"	11	e.s.	\$1,000.00	\$11,000.00	
16 El Dorado County Standard Grated Inlet	4	e.s.	\$1,800.00	\$7,200.00	
17 Tie-in to Existing/Remove Plug	5	e.s.	\$3,200.00	\$16,000.00	
18 1"x18" HDPE Subdrain, including fittings	4,763	l.f.	\$35.00	\$166,705.00	
19 Plug and Mark	2	e.s.	\$500.00	\$1,000.00	
Total					\$432,638
4.0% Construction Survey				\$	17,306
10.0% Construction Administration, Management, Testing and Inspection				\$	43,264
10.0% Contingency				\$	<u>43,264</u>
Grand Total					\$536,471

Silver Springs LLC
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule D1

Opinion of Probable Costs
Sanitary Sewer Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Sewer					\$32,530.00
1 8" Sanitary Sewer PVC- SDR 35	251	l.f.	\$50.00	\$12,550.00	
2 4" Force Main PVC-C900, CL 150	82	l.f.	\$40.00	\$3,280.00	
3 Adjust Existing 48" MH to Grade	4	e.s.	\$1,200.00	\$4,800.00	
4 Relocated & Adjust Ext. 2" Sanitary Sewer Blowoff to Grade	1	e.s.	\$1,000.00	\$1,000.00	
5 Relocated & Adjust Ext. 2" Sanitary Sewer ARV to Grade	1	e.s.	\$1,200.00	\$1,200.00	
6 Tie-in to existing 8" Sanitary Sewer Stub	2	e.s.	\$2,500.00	\$5,000.00	
7 Install Sanitary Sewer-GOTG	4	e.s.	\$850.00	\$3,400.00	
8 2" Force Main Blowoff Valve	1	e.s.	\$1,300.00	\$1,300.00	
Total					\$32,530
4.0% Construction Survey					\$ 1,301
10.0% Construction Administration, Management, Testing and Inspection					\$ 3,253
10.0% Contingency					\$ 3,253
Grand Total					\$40,337

~~Silver Springs LLC~~
Silver Springs Parkway Realignment On-Site Phase 2
 County of El Dorado
 Schedule E1

Opinion of Probable Costs
Water Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Water					\$376,380.00
1 10" Water Main (including fittings) PVC, C-901	546	l.f.	\$55.00	\$30,030.00	
2 12" Water Main (including fittings) PVC, C-902	4,430	l.f.	\$60.00	\$265,800.00	
3 10" Gate Valve	6	e.a.	\$1,800.00	\$10,800.00	
4 12" Gate Valve	14	e.a.	\$2,000.00	\$28,000.00	
5 2" Blowoff Valve	7	e.a.	\$1,300.00	\$9,100.00	
6 4" Blowoff Valve	3	e.a.	\$2,500.00	\$7,500.00	
7 1" Air Release Valve	3	e.a.	\$1,200.00	\$3,600.00	
8 2" Air Release Valve	1	e.a.	\$1,550.00	\$1,550.00	
9 Fire Hydrant w/ Tees, Valves & Lateral & Blue Pavement Marker	5	e.a.	\$2,200.00	\$11,000.00	
10 2" Water Service w/ one Meter Box	4	e.a.	\$1,000.00	\$4,000.00	
11 Adjust Existing valve Box to Grade	5	e.a.	\$1,000.00	\$5,000.00	
Total					\$376,380
4.0% Construction Survey					\$ 15,055
10.0% Construction Administration, Management, Testing and Inspection					\$ 37,638
10.0% Contingency					\$ 37,638
Grand Total					\$466,711

—Silver Springs LLC
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule F1

Opinion of Probable Costs
Striping and Signage Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Striping and Signage					\$10,150.00
1 Thermoplastic Pavement Marking	1,734	s.f.	\$1.50	\$2,601.00	
2 Paint Traffic Stripe	9,142	l.f.	\$0.13	\$1,189	
3 K-1 Marker	8	e.s.	\$45.00	\$360.00	
4 Roadside Sign w/ Post	40	e.s.	\$150.00	\$6,000.00	
Total					\$10,150
4.0% Construction Survey					\$ 408
10.0% Construction Administration, Management, Testing and Inspection					\$ 1,015
10.0% Contingency					\$ 1,015
Grand Total					\$12,588

~~Silver Springs LLC~~
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule G1

Opinion of Probable Costs
Erosion Control Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Erosion Control					\$55,150.00
1 Fiber Rolls	9,000	l.f.	\$3.50	\$31,500.00	
2 Hydroseeding	1	l.s.	\$10,000.00	\$10,000.00	
3 Tree Protection Fencing	3000	l.f.	\$2.50	\$7,500.00	
4 Turf Reinforcement Matting	2550	s.f.	\$1.00	\$2,550.00	
5 Stabilized Construction Entrance	1	l.s.	\$3,600.00	\$3,600.00	
Total					\$55,150
4.0% Construction Survey					\$ 2,208
10.0% Construction Administration, Management, Testing and Inspection					\$ 5,515
10.0% Contingency					\$ <u>5,515</u>
Grand Total					\$68,388

Silver Springs LLC
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule H1

Opinion of Probable Costs
Underground Power, Telephone and Cable Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Underground Power, Telephone and Cable Improvements					\$350,000.00
1 Distribution Structures	5,000	l.f.	\$50.00	\$250,000.00	
2 Distribution Trenching	5,000	l.f.	\$20.00	\$100,000.00	
Total					\$350,000
4.0% Construction Survey					\$ 14,000
10.0% Construction Administration, Management, Testing and Inspection					\$ 35,000
10.0% Contingency					\$ 35,000
Grand Total					\$434,000

~~Silver Springs LLC~~
Silver Springs Parkway Realignment On-Site Phase 2
County of El Dorado
Schedule I1

Opinion of Probable Costs
Miscellaneous Improvements

Description	Quantity	Unit	Unit Price	Cost	Total
Miscellaneous Improvements					\$40,372.00
1 8" PVC Irrigation Sleeve, Schedule 80	606	l.f.	\$16.00	\$9,708.00	
2 4" PVC Irrigation Sleeve, Schedule 80	606	l.f.	\$16.00	\$9,696.00	
3 3" PVC Irrigation Sleeve, Schedule 80	646	l.f.	\$12.00	\$7,752.00	
4 3" Conduits (Future Traffic Signals)	668	l.f.	\$12.00	\$8,016.00	
5 No. 6 Pull Box (Future Traffic Signals)	5	e.a.	\$800.00	\$4,000.00	
Total					\$40,372
4.0% Construction Survey					\$ 1,815
10.0% Construction Administration, Management, Testing and Inspection					\$ 4,037
10.0% Contingency					\$ 4,037
Grand Total					\$50,061

Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements in the *Silver Springs Parkway On-Site* have been completed, to wit:

	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 660,920.00	0%	\$ 660,920.00
Surface Improvements	\$ 2,930,027.00	0%	\$ 2,930,027.00
Storm Drainage	\$ 536,471.00	0%	\$ 536,471.00
Sanitary Sewer	\$ 40,337.00	0%	\$ 40,337.00
Water	\$ 466,711.00	0%	\$ 466,711.00
Striping and Signage	\$ 12,586.00	0%	\$ 12,586.00
Erosion Control	\$ 68,386.00	0%	\$ 68,386.00
Underground Power, Telephone and Cable Improvements	\$ 434,000.00	0%	\$ 434,000.00
Miscellaneous	<u>\$ 50,061.00</u>	0%	<u>\$ 50,061.00</u>
Totals	\$ 5,199,499.00		\$ 5,199,499.00

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owners to be **FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY NINE AND 00/100 Dollars (\$5,199,499.00)**.

The Performance Bond is for the amount of **FIVE MILLION ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED NINETY NINE AND 00/100 Dollars (\$5,199,499.00)**. (100% of Remaining Amount Total, Column 4).

The Laborers and Materialmens Bond is for the amount of **TWO MILLION FIVE HUNDRED NINEY NINE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$2,599,750.00)**. (50% of the Total Amount, Column 2).

DATED: 08.01.06



Carlann E. Oliver

Carlann Oliver, PE
 Stantec
 2590 Venture Oaks Way
 Sacramento, CA 95833

ACCEPTED BY THE COUNTY OF EL DORADO:

DATED: 8.11.06

Richard W. Shepard

Richard W. Shepard, PE
 Director of Transportation

(100% of Completion Cost for Combined Units)

Bond No. 2170835

Premium \$84,828.00

PERFORMANCE BOND AGREEMENT FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and Silver Springs, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated August 1, 2006, and identified as project The Silver Springs Unit 1 is hereby referred to and made part hereof; and

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

Now, therefore, we, the Principal and Insurance Company of the West,

(hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of Nine Million Six Hundred Thirty-nine Thousand Two Hundred Twenty-eight Dollars and 00 Cents (\$^{9,639,228.00}) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

Released Pursuant to Board Action
21-1066 B 27 of 34

Performance Bond (continued)

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

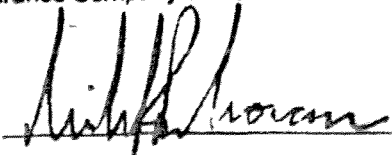
As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on August 1, 2005.6

"Surety"


Insurance Company of the West

By 

Michael B. McGowan, Attorney-in-fact
Print Name

"Principal"

Insert Company Name Silver Springs, LLC

By 
Name & Title WENZON C. SCOTT, JR
Street Address 2999 Oak Road, Suite 400 MEMPHIS
City, State Zip Walnut Creek, CA 94597

NOTARIES ATTACHED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA)

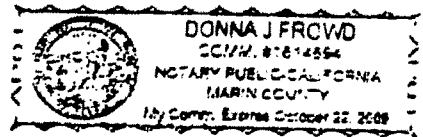
County of MARIN)

On August 1, 2006 before me, DONNA J. FROWD, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared MICHAEL B. MCGOWAN

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.



Donna J. Frowd

Signature of Notary Public

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ◊ Indicate title or type of attached document, number of pages and date
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

100%
150% of Completion Cost for Combined Units)

Bond No. 2170835

Premium Included on Performance Bond

LABORERS AND MATERIALMENS BOND FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and Silver Springs, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated August 1, 2006, and identified as project The Silver Springs Unit 1 is hereby referred to and made part hereof; and

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

Now, therefore, we, the Principal and Insurance Company of the West (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of Nine Million Six Hundred Thirty-nine Thousand Two Hundred Twenty-eight Dollars and 00 Cents (\$ 9,639,228.00), 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 the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall 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.

Laborers and Materialmens Bond (continued)

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

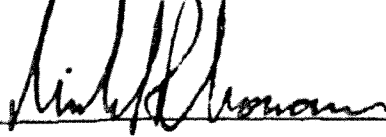
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on August 1, 2006.

"Surety"

Insurance Company of the West

By



Michael B. McGowan, Attorney-in-fact

Print Name

"Principal"

Silver Springs, LLC

By



Name, Title WILLIAM C. SCOTT, JR.

Street Address 2999 Oak Road, Suite 400

City, State, Zip Walnut Creek, CA 94597

NOTARIES ATTACHED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA)

County of MARIN)

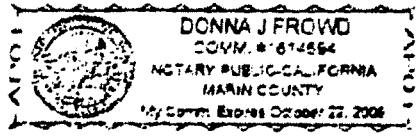
On August 1, 2006 before me, DONNA J. FROWD, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared MICHAEL B. MCGOWAN

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.

Donna J. Frowd
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer _____
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
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 - Date of notarization must be the date that the signers) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
 - Securely attach this document to the signed document

ICW GROUP
Power of Attorney
Insurance Company of the West

Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

SUSAN J. MCGOWAN, MICHAEL B. MCGOWAN, DONNA L. WELSH, MICHELLE L. SWEENEY
DONNA J. FROWD, WILLIAM P. MCGOWAN, DEBBIE L. WELSH, SHANNON E. SIMPSON

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005.



INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY
COMPANY

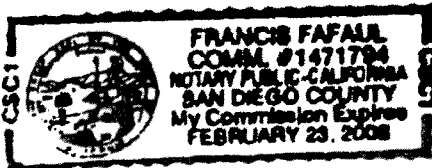
Jeffrey D. Sweeney, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }
County of San Diego } ss.

On November 1, 2005, before me, Francis Fafaul, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Francis Fafaul, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 1st day of August 2006

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 550-2400

**SORRENTO, INC.
ACTION BY UNANIMOUS CONSENT IN THE WRITING
OF THE BOARD OF DIRECTORS**

The undersigned, constituting the entire Board of Directors of Sorrento, Inc., a California corporation, pursuant to section 307(b) of the California Corporations Code, and Article III, Section 13, of the bylaws of this corporation, do hereby unanimously consent and adopt, without the formality of convening a meeting, the following resolution:

RESOLVED

That this corporation is hereby authorizing Silver Springs, LLC, a California limited liability company, to enter into the Agreement to Make Subdivision Improvements for Class I Subdivision Between County and Silver Springs, LLC ("SIA") with El Dorado County as they relate to Silver Springs subdivision.

FURTHER RESOLVED

That either F. Allan Chapman as President, and/or William C. Scott, Jr. as Chief Financial Officer, acting alone or jointly, may execute any documents necessary to complete the above referenced agreements and make them a binding obligation of the company.

Signed this 1st day of AUGUST, 2006.

SORRENTO, INC.



F. Allan Chapman, Director



William C. Scott, Jr., Director