

**ROAD IMPROVEMENT AGREEMENT FOR TRAFFIC SIGNALS AT GREEN VALLEY
ROAD AT FRANCISCO DRIVE AND FRANCISCO DRIVE AT VILLAGE CENTER DRIVE
BETWEEN THE COUNTY AND THE DEVELOPER**

AGMT #05-801

THIS ROAD IMPROVEMENT AGREEMENT, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County") and **GREEN VALLEY MARKETPLACE LLC**, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 200 E. Baker Street, Suite 100, Costa Mesa, California 92626 (hereinafter referred to as "Developer") concerning the construction of traffic signals and road improvements at Green Valley Road and Francisco Drive and at Francisco Drive and Village Center Drive (hereinafter referred to as "Project") in accordance with the improvement plans entitled **GREEN VALLEY MARKETPLACE OFF-SITE IMPROVEMENTS GREEN VALLEY DRIVE, FRANCISCO DRIVE VILLAGE CENTER DRIVE (RSC ENGINEERING)**, and cost estimates prepared by Jairaj Singh, Registered Civil Engineer, and approved by Richard W. Shepard, P.E., Director of Transportation (hereinafter referred to as "Director") El Dorado County Department of Transportation (hereinafter referred to as "Department").

RECITALS

WHEREAS, Developer has prepared improvement plans, cost estimates and contract documents for the construction of the Project that have been approved by Director; and

WHEREAS, it is the intent of the parties hereto that the performance of Developer's obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules and regulations;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms and conditions herein, do hereby agree as follows:

SECTION 1. THE WORK

Developer will, at his own cost and his expense, in a workmanlike manner, faithfully and fully construct or cause to be constructed traffic signals and road improvements at the intersections of Green Valley Road and Francisco Drive and at Francisco Drive and Village Center Drive and will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by Director and hereby made a part of this Agreement for all purposes as if fully incorporated herein. All construction work shall be in accordance with all applicable state and local rules, regulations, and ordinances, including but not limited to, applicable Public Contract Code sections and County bidding requirements, Labor Code requirements inclusive of prevailing wage, State licensing regulations and County policies.

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Green Valley Marketplace Off-Site Improvements Opinion of Probable Cost," attached hereto and incorporated by reference herein.

County will require Developer 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 reasonably deemed by the Director to be necessary or advisable for the proper completion or construction of the whole work contemplated.

SECTION 2. TRAFFIC CONTROL

A Traffic Control Plan that meets County Standards shall be prepared by a Registered Civil Engineer and submitted to the Department for review and approval prior to the start of work on the Project.

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area. Road closure will not be permitted, and two (2) lanes of traffic must be open at the end of each working day. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of the travel ways open to traffic. The Plan shall also include the proposed staging of the improvements.

SECTION 3. TIME

Developer shall cause the commencement of items of work after receiving a Notice to Proceed from the Department and shall complete the Project no later than **December 31, 2006** subject to extensions for delays not within the control of Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 9:00 a.m. and 5:00 p.m. on Saturdays.

SECTION 4. WARRANTY

Developer warrants the materials and workmanship utilized on this Project for a period of one (1) year and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as are necessary due to defects. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond 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.

SECTION 5. PERFORMANCE AND PAYMENT BONDS

Developer shall deliver to Department a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Two Million, Two Hundred Twenty Three Thousand, Nine Hundred Thirty Four dollars (\$2,223,934.00)**, conditioned upon the faithful performance of this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Department a Payment Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Two Million, Two Hundred Twenty Three Thousand, Nine Hundred Thirty Four dollars (\$2,223,934.00)**, conditioned upon the faithful performance of this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Developer shall ensure that the contractor awarded the work provide Performance and Payment Bonds that name County as an additional obligee, and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms and shall be included in bid specifications. After contract award, Developer shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

SECTION 6. INDEMNIFICATION

To the fullest extent allowed by law, Developer shall 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 economic or consequential losses, which are claimed to or in any way arise out of or are connected with Developer'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, Developer, 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 Developer to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

SECTION 7. ATTORNEY FEES

Developer shall pay costs and reasonable attorney fees should County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

SECTION 8. INSURANCE

GENERAL INSURANCE REQUIREMENTS: Developer shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Developer maintains insurance that meets the following requirements. In lieu of this requirement, Developer may have Contractor provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Developer as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.

2. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverages: premises, personal

injury, operations, products and completed operations, blanket contractual and independent contractors liability.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developers in performance of the Agreement.

4. In the event Developer or its agent(s) are licensed professionals and are performing professional services under this contract, professional liability insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

PROOF OF INSURANCE REQUIREMENTS:

1. Developer shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability and automobile policies except Workers' Compensation and Professional Liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.

3. In the event Developer cannot provide an occurrence policy, Developer shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Developers shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.

2. Developer agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developer shall immediately provide a

new certificate of insurance as evidence of the required insurance coverage. In the event Developer fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Manager, and Developer agrees that no work or services shall be performed prior to the giving of such approval.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by Department, either independently or in consultation with the Risk Manager, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE: Developer shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Developer to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

PRIMARY COVERAGE: Developer's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Developers' insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

DEVELOPER'S OBLIGATIONS: Developer's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 9. RESPONSIBILITY OF ENGINEER

Developer shall employ an engineer to administer the construction of the Project, which includes, but is not limited to, construction staking, preparing and approving change orders, and keeping abreast of the various construction activities. County's Department of Transportation shall be notified in advance of terminating the services of the engineer. Stakes or marks shall be set by the engineer in accordance with the requirements of the Department in order to complete the work as specified in this Agreement. Changes in the work shall be described by change orders, drawings, and written descriptions, which shall be prepared by the engineer and approved by Department. Developer shall employ an individual or firm acceptable to Department to manage the construction of improvements contemplated herein. The individual or firm so employed shall act as Developer's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits

and any other agreements, notices or directives related to the Project and entered into or issued by other agencies, utilities or firms.

SECTION 10. INSPECTION

An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications, dated July 2002. All testing shall be accomplished to the reasonable satisfaction of County.

SECTION 11. RECORD DRAWINGS

Developer shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Department at the completion of the work.

SECTION 12. FEES

Developer shall pay all fees in accordance with Department's fee schedules, including but not limited to application, plan checking, construction oversight, inspection, administration and acceptance of the work by County.

SECTION 13. PUBLIC UTILITIES

Developer shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developer shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and Developer, Developer shall pay all costs of protection, relocation or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developer from making a claim to owner(s) of said utilities for reimbursement for relocation costs.

SECTION 14. RIGHT-OF-WAY CLEARANCE

County, on behalf of Developer, shall obtain fee title for right-of-way purposes for the Project by way of Grant Deeds or Irrevocable Offers of Dedication with definite and certain legal descriptions. Easements may be provided in lieu of fee title when acceptable to County. Said right-of-way and slope easements shall be sufficient to accommodate all cuts, fills, and appurtenances which are included in the Project and are, where applicable, to be accepted for maintenance by County.

A Record of Survey, the purpose of which is to show the right-of-way acquired and granted to County, shall be filed with the County Surveyor upon completion of the right-of-way acquisition. The Record of Survey shall show all new property lines and monuments for the tracts granted to County. Monuments will be of the type and placed in locations required by County in accordance with the Land Surveyors' Act.

Developer shall obtain agreements of entry from adjacent property owners for any work that will be performed outside County road right-of-way, such as grading existing driveways to conform with new road grades.

Developer shall enter into a separate Agreement with County to fund all costs and expenses incurred by County for acquisition, recording, administration and all work performed concerning right-of-way pursuant to this Agreement.

SECTION 15. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Russell A. Nygaard, Deputy Director, Engineering, Department of Transportation, or successor.

SECTION 16. ACCEPTANCE

Upon completion of the Project and upon receipt by County's Board of Supervisors of a certification from Department that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Green Valley Road and Francisco Drive and the Francisco Drive and Village Center Drive Parkway traffic signals and road improvements for maintenance.

SECTION 17. REIMBURSEMENT TO COUNTY

County shall be entitled to costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration and acceptance of the work performed pursuant to this Agreement.

SECTION 18. THE PROJECT/ DEVELOPER STATUS

Developer is constructing and completing the Project to provide traffic signals and road improvements at Green Valley Road and Francisco Drive and at Francisco Drive and Village Center Drive and is acting as an independent agent and not an agent of County.

SECTION 19. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
4950 Hillsdale Circle, Suite 400
El Dorado Hills, CA 95762-5714
Attn: Russell A. Nygaard,
Deputy Director, Engineering

With a Copy to:

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.

To Developer:

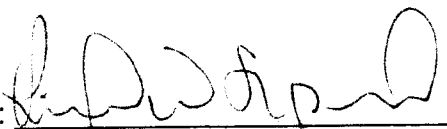
Green Valley Marketplace LLC.
200 E. Baker Street, Suite 100
Costa Mesa, CA 92626
Attn: Mark L. Whitfield,
Executive Vice President

or to such other location as Developer directs.

SECTION 20. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Department Concurrence:

By: 
Richard W. Sheppard, P.E.
Director of Transportation

Dated: 3/2/06

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: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Cindy Keck,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--Green Valley Marketplace, LLC--

Green Valley Marketplace, LLC
a California limited liability company

By: Donahue Schriber Realty Group, L.P.,
a Delaware limited partnership, Managing Member

By: Donahue Schriber Realty Group, Inc.,
a Maryland corporation as General Partner

By: Mark L. Whitfield
Name: Mark L. Whitfield
Its: Executive Vice President
Dated: February 13, 2006

By: Lawrence P. Casey
Name: Lawrence P. Casey
Its: Chief Operating Officer
Dated: February 13, 2006



2270 Douglas Blvd.
Suite 205
Roseville CA 95661
Ph: 916-788-2884

Exhibit A

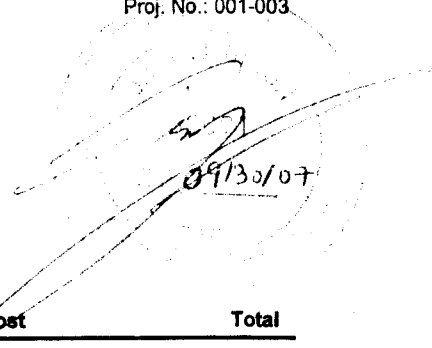
Date: 6/23/2005

Revised: 11/10/05

Proj. No.: 001-003

**GREEN VALLEY MARKETPLACE
OFF-SITE IMPROVEMENTS**

Opinion of Probable Cost



Green Valley Drive

	Quantity	Unit	Unit Cost	Total
Remove Existing curb & curb & gutter	350	L.F.	\$5.00	\$1,750.00
Edge Grind Existing Pavement	3790	S.F.	\$1.45	\$5,495.50
Sawcut existing pavement	1650	L.F.	\$2.50	\$4,125.00
Adjust existing vaults to grade	4	Each	\$5,000.00	\$20,000.00
Relocate Existing Telephone Pole	2	Each	\$7,500.00	\$15,000.00
Rock Excavation	1	LS	\$20,000.00	\$20,000.00
On-Site Placement of Dirt	275	CY	\$5.00	\$1,375.00
Export Excess Dirt	8250	CY	\$15.00	\$123,750.00
Type 2 Curb	690	L.F.	\$23.00	\$15,870.00
Type A1 150 Curb	1050	L.F.	\$18.00	\$18,900.00
Curb ramps	3	Each	\$750.00	\$2,250.00
Remove and Replace curb to place ramp	1	Each	\$1,000.00	\$1,000.00
Concrete Median	5425	S.F.	\$6.00	\$32,550.00
AC Dike	500	L.F.	\$12.00	\$6,000.00
AC Paving (4.5" AC/ 17.5" AB)	29600	S.F.	\$5.40	\$159,840.00
4" Concrete Sidewalk	6145	S.F.	\$5.00	\$30,725.00
Slurry Existing Street	1	LS	\$75,000.00	\$75,000.00
Place striping, Pavement markings & signage	1	LS	\$30,000.00	\$30,000.00
Install Caltrans Type B Drain Inlet	1	Each	\$1,500.00	\$1,500.00
Install Caltrans Type GO Inlet	1	Each	\$1,500.00	\$1,500.00
Remove Existing Storm Drain Manhole	2	Each	\$1,000.00	\$2,000.00
Modify Existing Storm Drain Manhole	1	Each	\$1,200.00	\$1,200.00
Install Storm Drain Manhole	4	Each	\$2,800.00	\$11,200.00
Remove Existing 24" Storm Drain	110	L.F.	\$15.00	\$1,650.00
Abandon Existing 10" Storm Drain	60	L.F.	\$7.00	\$420.00
Install Storm Drain (12" dia)	27	L.F.	\$35.00	\$945.00
Install Storm Drain (18" dia)	560	L.F.	\$50.00	\$28,000.00
Install Storm Drain (30" dia)	110	L.F.	\$90.00	\$9,900.00
Remove Existing Drain Inlet	1	L.S.	\$1,000.00	\$1,000.00
12" Perforated Underdrain	1100	LF	\$35.00	\$38,500.00
Remove Existing Traffic Signal Light	1	L.S.	\$3,500.00	\$3,500.00
Traffic Signal - Green Valley@Francisco	1	L.S.	\$25,000.00	\$25,000.00
Traffic Control	1	L.S.	\$35,000.00	\$35,000.00
Erosion Control & Fugitive Dust Control	1	L.S.	\$30,000.00	\$30,000.00
Sub Total				\$754,945.50

Francisco Drive

Remove Existing curb	460	L.F.	\$5.00	\$2,300.00
Sawcut existing pavement	900	L.F.	\$2.50	\$2,250.00
Modify existing landscaping & Irrigation	1	LS	\$7,500.00	\$7,500.00
Earthwork: Grading & Export	210	CY	\$15.00	\$3,150.00
Type 2 Curb	200	L.F.	\$23.00	\$4,600.00
Type A1 150 Curb	300	L.F.	\$18.00	\$5,400.00
Curb ramps	3	Each	\$750.00	\$2,250.00
Concrete Median	250	S.F.	\$20.00	\$5,000.00
AC Paving (4.5" AC/ 17.5" AB)	7000	S.F.	\$5.40	\$37,800.00
Concrete Sidewalk	360	S.F.	\$5.00	\$1,800.00
Slurry Existing Street	1	LS	\$72,000.00	\$72,000.00
Place striping, Pavement markings & Signage	1	LS	\$20,000.00	\$20,000.00
Convert Existing Inlet to Manhole	1	Each	\$1,000.00	\$1,000.00

Install Caltrans Type B Drain Inlet	3	Each	\$1,800.00	\$5,400.00
Cut & Cap Existing 24" Storm Drain Line	1	Each	\$1,000.00	\$1,000.00
Install Storm Drain Manhole	2	Each	\$2,800.00	\$5,600.00
Install Storm Drain (30" dia)	120	L.F.	\$90.00	\$10,800.00
Install Storm Drain (12" dia)	195	L.F.	\$35.00	\$6,825.00
Remove & Salvage Existing Light by Fire Station	1	L.S.	\$1,250.00	\$1,250.00
Traffic Signal - Francisco @ driveway entrance	1	L.S.	\$175,000.00	\$175,000.00
Traffic Control	1	L.S.	\$25,000.00	\$25,000.00
Erosion Control & Fugitive Dust Control	1	L.S.	\$18,000.00	\$18,000.00
Sub Total				\$413,925.00

Village Center Drive

Remove Existing curb	183	L.F	\$5.00	\$915.00
Sawcut existing pavement	250	L.F	\$2.50	\$625.00
Excavation - grading & Export	120	CY	\$15.00	\$1,800.00
Type 2 Curb	165	L.F	\$18.00	\$2,970.00
Type 4 Barrier Curb	175	L.F	\$12.00	\$2,100.00
Curb ramps	2	Each	\$750.00	\$1,500.00
Concrete Median	17500	S.F.	\$20.00	\$350,000.00
AC Paving (4.5" AC/ 17.5" AB)	1040	S.F.	\$5.40	\$5,616.00
Concrete Sidewalk	3700	S.F.	\$5.00	\$18,500.00
Slurry Existing Street	1	L.S	\$50,000.00	\$50,000.00
Place striping & Pavement markings	1	L.S	\$15,000.00	\$15,000.00
Traffic Signal - Francisco @ Village Center Drive	1	L.S.	\$175,000.00	\$175,000.00
Traffic Control	1	L.S.	\$20,000.00	\$20,000.00
Erosion Control & Fugitive Dust Control	1	L.S.	\$10,000.00	\$10,000.00
Sub Total				\$654,026.00

OFF-SITE IMPROVEMENTS TOTAL				\$1,822,896.50
Construction Surveying (4% of Construction Cost)	1	L.S.	\$72,915.86	\$72,915.86
Construction management (3% of Construction Cost)	1	L.S.	\$54,686.90	\$54,686.90
15% Contingency	1	L.S.	\$273,434.48	\$273,434.48
OFF-SITE IMPROVEMENTS GRAND TOTAL				\$2,223,933.73

Approved by Rupa Somavaramu
1/23/06

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

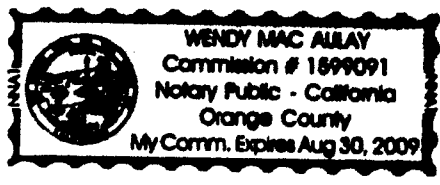
State of California

County of Orange

On February 13, 2006 before me, Wendy MacAulay, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark L. Whitfield and Lawrence P. Coley
Name(s) of Signer(s)

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.

Wendy MacAulay
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: Road Improvement Agreement - Green Valley
Highway 101, CA

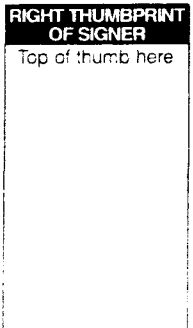
Document Date: not dated Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Same

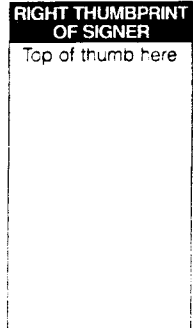
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

County of El Dorado, State of California
Department of Transportation

PERFORMANCE BOND

Bond No. 2171064

KNOW ALL MEN BY THESE PRESENT, that we Green Valley Marketplace, LLC, a California Limited Liability
the Developer in the Agreement hereto annexed, as Principal, and Insurance Company of The West Company
as Surety, are held firmly bound unto the County of El Dorado, a Political Subdivision of the State of California, hereinafter called the "Obligee" in the
sum of Two Million Two Hundred Twenty Three Thousand Nine Hundred* DOLLARS,
(\$ 2,223,934.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these present. *Thirty Four and No/100 --

Signed, sealed and dated: February 13, 2006

The condition of the above obligation is that if said Principal as Developer in the Agreement hereto annexed shall faithfully perform each and all of the conditions of said Agreement to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of Green Valley Marketplace (project name) in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, then this obligation shall be null and void; otherwise bond shall remain in full force and effect and the said Surety will complete the work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Agreement, and the said Surety, for value received, 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 there under shall in any wise affect its obligation 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.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Agreement and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: February 14, 2006

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

Insurance Company of The West
17852 E. 17th St. Suite 111
Tustin, CA 92780

Green Valley Marketplace, LLC
See Attached Signature page
Insurance Company of The West PRINCIPAL
Nanette Myers SURETY
Nanette Myers ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange SS

On this 14th day of February in the year 2006, before me Rosa Estela Rivas, Notary Public personally appeared Nanette Myers, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of Insurance Company of The West, and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Rosa Estela Rivas
Notary Public





Bond No. 2171064

**DONAHUE
SCHRIBER**

Green Valley Marketplace, LLC
A California limited liability company

By: Donahue Schriber Realty Group, L.P.,
a Delaware limited partnership, Managing Member

By: Donahue Schriber Realty Group, Inc.,
a Maryland corporation, as General Partner

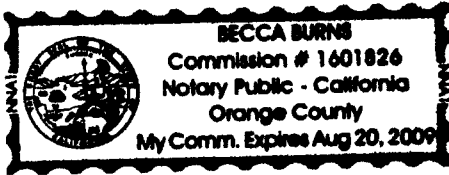
By: Mark L. Whitfield
Name: Mark L. Whitfield
Its: Executive Vice President

By: Lawrence P. Casey
Name: Lawrence P. Casey
Its: Chief Operating Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 15, 2006, before me, Becca Burns, Notary Public, personally appeared MARK L. WHITFIELD and LAWRENCE P. CASEY, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ 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 persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Becca Burns

Becca Burns
My Commission No. 1601826
My Commission Expires 08/20/2009

County of El Dorado, State of California
Department of Transportation

PERFORMANCE BOND

Bond No. 2171064

KNOW ALL MEN BY THESE PRESENT, that we Green Valley Marketplace, LLC, a California Limited Liability
the Developer in the Agreement hereto annexed, as Principal, and Insurance Company of The West Company
as Surety, are held firmly bound unto the County of El Dorado, a Political Subdivision of the State of California, hereinafter called the "Obligee" in the
sum of Two Million Two Hundred Twenty Three Thousand Nine Hundred* DOLLARS,
(\$ 2,223,934.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these present. *Thirty Four and No/100 -- -

Signed, sealed and dated: February 13, 2006

The condition of the above obligation is that if said Principal as Developer in the Agreement hereto annexed shall faithfully perform each and all of
the conditions of said Agreement to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and
material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a
good and workmanlike manner, the work of Green Valley Marketplace (project name) in strict conformity with the terms and
conditions set forth in the Agreement hereto annexed, then this obligation shall be null and void; otherwise bond shall remain in full force and
effect and the said Surety will complete the work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due
under terms of the Agreement, and the said Surety, for value received, 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 there under shall in any wise affect its obligation 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.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such
suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Agreement and for a period of one (1) year from the date of acceptance of
the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: February 14, 2006

Correspondence or Claims relating to this bond should be sent
to the Surety at the following address:

Insurance Company of The West
17852 E. 17th St. Suite 111
Tustin, CA 92780

Green Valley Marketplace, LLC
See Attached Signature page
Insurance Company of The West PRINCIPAL
Nanette Myers SURETY
Nanette Myers ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.

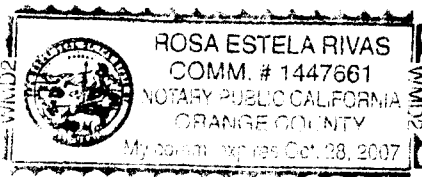
CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange SS

On this 14th day of February in the year 2006, before me Rosa Estela Rivas, Notary Public
personally appeared Nanette Myers, personally known to be (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of
Insurance Company of The West, and acknowledged to me that he subscribed the name
of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Rosa Estela Rivas
Notary Public





Bond No. 2171064

**DONAHUE
SCHRIBER**

Green Valley Marketplace, LLC
A California limited liability company

By: Donahue Schriber Realty Group, L.P.,
a Delaware limited partnership, Managing Member

By: Donahue Schriber Realty Group, Inc.,
a Maryland corporation, as General Partner

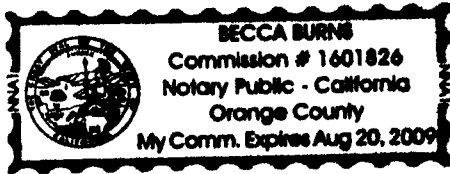
By: Mark L. Whitfield
Name: Mark L. Whitfield
Its: Executive Vice President

By: Lawrence P. Casey
Name: Lawrence P. Casey
Its: Chief Operating Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 15, 2006, before me, Becca Burns, Notary Public, personally appeared MARK L. WHITFIELD and LAWRENCE P. CASEY, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ 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 persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Becca Burns

Becca Burns
My Commission No. 1601826
My Commission Expires 08/20/2009

County of El Dorado, State of California
Department of Transportation

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. 2171064

WHEREAS, the County of El Dorado, Department of Transportation, hereafter referred to as "Obligee", and Green Valley Marketplace
*LLC, a California Limited Liability Company
hereafter referred to as "Principal", have entered into an agreement whereby principal agrees to install and complete certain designated
public improvements, which said agreement, dated February 13 2006 and identified as project
Green Valley Marketplace is hereby referred to and made part hereof.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said agreement, guaranteeing the faithful performance thereof:
NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of
Two Million Two Hundred Twenty Three Thousand Nine Hundred Thirty Four and No/100 - - - Dollars,
(\$ 2,223,934.00) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the
Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted,
withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to
Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an
amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond,
the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or
their assigns in any suit brought upon this bond.

Dated: February 14, 2006

Correspondence or Claims relating to this bond should be sent
to the Surety at the following address:

Insurance Company of The West
17852 E. 17th St., Suite 111
Tustin, CA 92780

Green Valley Marketplace, LLC
See Attached Signature page

Insurance Company of The West PRINCIPAL
Nanette Myers SURETY
ATTORNEY-IN-FACT

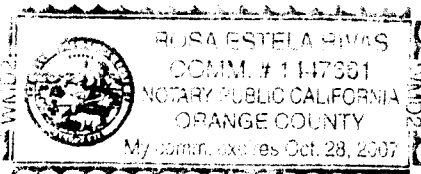
NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange SS

On this 14th day of February in the year 2006 before me Rosa Estela Rivas, Notary*, personally
appeared Nanette Myers, personally known to be (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of
Insurance Company of The West, and acknowledged to me that he
subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact. *Public

(SEAL)



Rosa Estela Rivas
Notary Public



Bond No. 2171064

**DONAHUE
SCHRIBER**

Green Valley Marketplace, LLC
A California limited liability company

By: Donahue Schriber Realty Group, L.P.,
a Delaware limited partnership, Managing Member

By: Donahue Schriber Realty Group, Inc.,
a Maryland corporation, as General Partner

By: Mark L. Whitfield
Name: Mark L. Whitfield
Its: Executive Vice President


By: Blaney
Name: _____
Its: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 15, 2006, before me, Becca Burns, Notary Public, personally appeared MARK L. WHITFIELD and LAWRENCE P. CASEY, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ 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 persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.




Becca Burns
My Commission No. 1601826
My Commission Expires 08/20/2009

ICW GROUP
Power of Attorney
Insurance Company of the West

The 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, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, 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

JANE KEPNER, NANETTE MYERS, JAMES A. SCHALLER, JERI APODACA, MIKE PARIZINO,
LINDA ENRIGHT, RHONDA C. ABEL, ROSA E. RIVAS, RACHELLE RHEAULT, GRACE REZA

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 16th day of January, 2001.



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

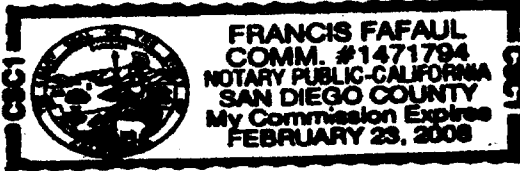
John H. Craig, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }
County of San Diego } ss.

On August 29, 2005, before me, Francis Fafaul, Notary Public, personally appeared John L. Hannum and John H. Craig, 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, The 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 14th day of February, 2006

John H. Craig, 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) 350-2400.

County of El Dorado, State of California
Department of Transportation

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. 2171064

WHEREAS, the County of El Dorado, Department of Transportation, hereafter referred to as "Obligee", and Green Valley Marketplace
*LLC, a California Limited Liability Company
hereafter referred to as "Principal", have entered into an agreement whereby principal agrees to install and complete certain designated
public improvements, which said agreement, dated February 13 2006 and identified as project
Green Valley Marketplace is hereby referred to and made part hereof.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said agreement, guaranteeing the faithful performance thereof:
NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of
Two Million Two Hundred Twenty Three Thousand Nine Hundred Thirty Four and No/100 - - - Dollars,
(\$ 2,223,934.00) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the
Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted,
withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to
Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an
amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond,
the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or
their assigns in any suit brought upon this bond.

Dated: February 14 _____, 2006 .

Correspondence or Claims relating to this bond should be sent
to the Surety at the following address:

Insurance Company of The West
17852 E. 17th St., Suite 111
Tustin, CA 92780

Green Valley Marketplace, LLC
See Attached Signature page
Insurance Company of The West PRINCIPAL
Nanette Myers SURETY
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.

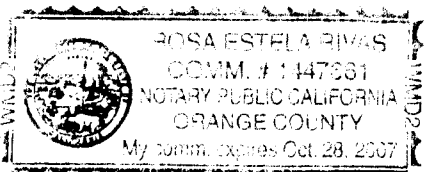
CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Orange SS

On this 14th day of February in the year 2006 before me Rosa Estela Rivas, Notary*, personally
appeared Nanette Myers, personally known to be (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of
Insurance Company of The West, and acknowledged to me that he
subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact. *Public

(SEAL)

Rosa Estela Rivas
Notary Public





Bond No. 2171064

**DONAHUE
SCHRIBER**

Green Valley Marketplace, LLC
A California limited liability company

By: Donahue Schriber Realty Group, L.P.,
a Delaware limited partnership, Managing Member

By: Donahue Schriber Realty Group, Inc.,
a Maryland corporation, as General Partner

By: Mark L. Whitfield
Name: Mark L. Whitfield
Its: Executive Vice President

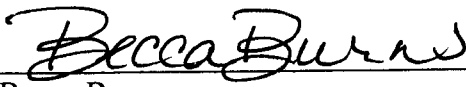
By: Blaney
Name: _____
Its: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On February 15, 2006, before me, Becca Burns, Notary Public, personally appeared MARK L. WHITFIELD and LAWRENCE P. CASEY, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ 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 persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.




Becca Burns
My Commission No. 1601826
My Commission Expires 08/20/2009

ICW GROUP
Power of Attorney
Insurance Company of the West

The 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, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, 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

JANE KEPNER, NANETTE MYERS, JAMES A. SCHALLER, JERI APODACA, MIKE PARIZINO,
LINDA ENRIGHT, RHONDA C. ABEL, ROSA E. RIVAS, RACHELLE RHEAULT, GRACE REZA

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 16th day of January, 2001.



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

John H. Craig, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }
County of San Diego } ss.

On August 29, 2005, before me, Francis Fafaul, Notary Public, personally appeared John L. Hannum and John H. Craig, 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, The 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 14th day of February, 2006

John H. Craig, 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) 350-2400.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/1/06

Aon Risk Services, Inc. of Southern California Insurance Services
707 Wilshire Blvd., Ste. 6000
Los Angeles, CA 90017
213-630-3200
Fax 213-689-9842

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY	A	National Surety Corp (a Fireman's Fund Insurance Company)
COMPANY	B	Fireman's Fund Insurance Company
COMPANY	C	
COMPANY	D	

INSURED
Donahue Schriber Realty Group
Green Valley Marketplace, LLC
200 E. Baker Street, Suite #100
Costa Mesa, CA 92626

COVERAGES

THIS IS CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZC80414883	6/1/05	6/1/06	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	MZC80414883	6/1/05	6/1/06	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULE AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	XAU00087027900	6/1/05	6/1/06	EACH OCCURRENCE \$ 50,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 50,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMIT \$
	<input type="checkbox"/> INCL				EL EACH ACCIDENT \$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
	OTHER				EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL, PROVISIONS:

Re: Loc #GVMP-Green Valley Marketplace, El Dorado Hills, CA 95782; Agreement #05-801; Rough grading & placement of dry utilities in Green Valley Rd R.O.W. performed on Green Valley Rd., east of the intersection with Francisco Dr. County of El Dorado, its officials, employees & volunteers are added as Additional Insureds as required by written contract but limited to the operations of the insured under said contract and always subject to the policy(ies) terms, conditions and exclusions. The policies certified hereon are primary to other insurance available to the certificate holder but only to the extent required by written contract with the insured. Waiver of Subrogation is included. Terrorism is not excluded. (This certificate supercedes any previously issued certificates)


CERTIFICATE HOLDER

County of El Dorado
Attn: Department of Transportation
2441 Headington Road
Placerville, CA 95667

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: XAU00087027900
POLICY PERIOD: June 1, 2005 - June 1, 2006
ISSUED TO: Donahue Schriber Realty Group, etal
INSURANCE COMPANY: Fireman's Fund Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

County of El Dorado, its officials, employees & volunteers
Attn: Department of Transportation
2441 Headington Road
Placerville, CA 95667

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Any insurance maintained by the Additional Insured will apply in excess of, and not contribute with, insurance provided by this policy

POLICY NUMBER: MZC80414883
ISSUED TO: Donahue Schriber Realty Group, Etal
POLICY PERIOD: June 1, 2005 to June 1, 2006

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

County of El Dorado, its officials, employees & volunteers
Attn: Department of Transportation
2441 Headington Road
Placerville, CA 95667

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.