

Seller: Russell-Promontory
APN: 117-010-05
Old APN: 108-040-03
Project#: 72360
Escrow#: 201-38706

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and RUSSELL-PROMONTORY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. County desires to purchase an interest in the Property as a Drainage Easement as described and depicted in Exhibit B and the exhibits thereto, all of which are attached hereto and referred to hereinafter as “the Easement”, on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Easement, as described and depicted in the attached Exhibit B and the exhibits thereto, which is attached hereto and hereby incorporated by reference and made a part hereof.

Also, pursuant to the terms and conditions of the Right of Entry-Long Form, recorded as Document # 2006-0032755 on May 15, 2006, Seller is due compensation for a Temporary Construction Easement (TCE), with a fair market value of \$31,500.00.

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2. JUST COMPENSATION

The just compensation for the Easement is in the amount of **\$8,900.00, and the TCE is in the amount of \$31,500.00 for a total of \$40,400.00 (Forty-Four Thousand Four Hundred Dollars, exactly)**, plus any and all interest due on those amounts, as defined in the Right of Entry-Long Form attached hereto as Exhibit C. Seller and County hereby acknowledge that the cumulative fair market value of the Easement and TCE is \$40,400.00 (rounded) as shown in the adjusted Value Summary Statement as prepared by Seevers, Jordan, and Ziegenmeyer dated May 24, 2006, attached hereto as Exhibit D and E.

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 201-38706, which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easement. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than September 30, 2008, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and

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- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

6. WARRANTIES

Seller warrants that:

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

7. WAIVER OF AND RELEASE OF CLAIMS

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

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8. COUNTERPARTS

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

9. REAL ESTATE BROKER

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

10. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Easement prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Easement.
- C. Escrow Holder shall:
 - (i) Record the Easement described and depicted in Exhibit B and the exhibits thereto, together with County's Certificate of Acceptance.
 - (ii) Deliver the just compensation for the Easement and the TCE to the Seller, including the amount of the any interest due for the Easement and TCE pursuant to the terms of the Long Form Right of Entry.

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12. TIME IS OF THE ESSENCE

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

13. BEST EFFORTS

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

14. NOTICES

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

SELLER: c/o Mr. Mike McDougall
MJM Properties, LLC
1037 Suncast Lane, Suite 111
El Dorado Hills, CA 95762

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

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

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15. BINDING EFFECT

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

16. GOVERNING LAW

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

17. HEADINGS

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

18. WAIVER

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

19. ATTORNEY'S FEES

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

20. LEASE WARRANTY PROVISION

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

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21. EFFECTIVE DATE

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

22. ENTIRE AGREEMENT

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

22. FUTURE ACCESS ISSUES

Seller anticipates the potential development of the Property after the County's acquisition of the Easement. The Property is currently zoned RM (Multifamily Residential District), and no development application has yet been filed. Depending upon the nature and type of the development proposal, including a rezone or multi-family planned development, discretionary review of the proposal may be required, and the type and character of any encroachment permit(s) will be considered as part of that discretionary review. Should the Seller present a development application for the Property, the Seller will be required to apply for an encroachment permit(s) from the Department of Transportation. The Department of Transportation, in its review of an encroachment permit application, will consider sight distances for adequacy, the proposed use of the Property, potential conflicts with any other traffic movements (i.e. intersections or private driveways), and other factors, and may condition encroachments as appropriate, including the construction of acceleration/deceleration lanes or the limitation of an encroachment to a "right-in, right-out" traffic movement. County shall grant encroachments for the Property onto White Rock Road that are appropriate for the zoning of the Property at the time of the encroachment application, in the approximate locations shown on Exhibit F,

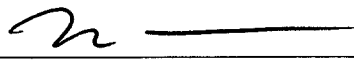
Seller: Russell-Promontory
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which is attached hereto. County's Department of Transportation commits to work with Seller in good faith regarding the appropriate location and configuration of the encroachment under any future development application for that property. Notwithstanding anything in this Agreement to the contrary, this provision is not intended to nor shall be construed to bind the discretion of the County, its Department of Transportation, Planning Commission, or Board of Supervisors, to approve, disapprove, or otherwise restrict or condition any future development proposal application for the Property consistent with law, inclusive of the imposition of conditions for encroachment(s).

SELLER:

Russell-Promontory LLC, an Illinois
limited liability company

By: AKT Development Corporation, a
California corporation, managing member

By: 
Mark Enes, Executive Vice President

COUNTY OF EL DORADO:

Date: _____

By: _____
Rusty Dupray, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE EAST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF WHITE ROCK ROAD, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15 BEARS NORTH 0 DEGREES 20' 50" EAST 1870.13 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID ROAD BOUNDARY SOUTH 22 DEGREES 02' 30" WEST 991.29 FEET; THENCE THROUGH A CURVE TO THE RIGHT WITH A RADIUS OF 970.00 FEET, SUBTENDED BY A CENTRAL ANGLE OF 14 DEGREES 21' 01" THE CHORD OF WHICH BEARS SOUTH 29 DEGREES 13' 01" WEST 242.31 FEET; THENCE THROUGH A NON TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1030.48 FEET, THE CHORD OF WHICH BEARS SOUTH 32 DEGREES 23' 24" WEST 155.83 FEET; THENCE LEAVING SAID ROAD BOUNDARY NORTH 18 DEGREES 10' 26" WEST 1799.06 FEET; THENCE SOUTH 74 DEGREES 17' 54" EAST 170.17 FEET; THENCE SOUTH 56 DEGREES 44' 55" EAST 253.51 FEET; THENCE SOUTH 77 DEGREES 07' 11" EAST 300.56 FEET; THENCE NORTH 46 DEGREES 15' 33" EAST 128.72 FEET; THENCE NORTH 77 DEGREES 22' 50" EAST 68.66 FEET; THENCE SOUTH 85 DEGREES 21' 07" EAST 123.40 FEET; THENCE SOUTH 47 DEGREES 22' 10" EAST 205.24 FEET; THENCE SOUTH 12 DEGREES 02' 34" EAST 153.73 FEET TO THE POINT OF BEGINNING.

ASSESSORS PARCEL NO.: 108-040-03-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville CA 95667

Above section for Recorder's use _____

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

GRANT OF DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RUSSELL-PROMONTORY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a drainage easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A-2' AND DEPICTED IN EXHIBIT 'B-2' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2008.

GRANTOR:

Russell-Promontory LLC, an Illinois
limited liability company

By: AKT Development Corporation, a
California corporation, managing member

By: _____
Mark Enes, Executive Vice President

Notary Acknowledgments Follow

EXHIBIT 'A-2'

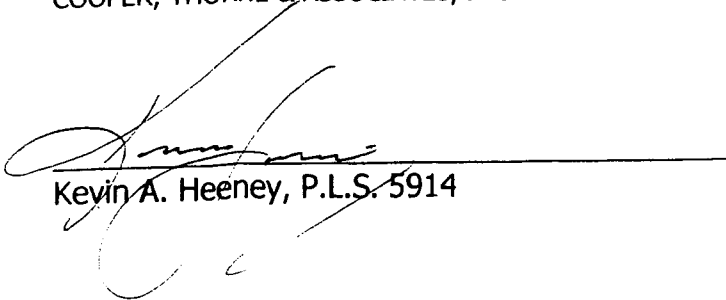
Drainage Easement

All that real property situate in the County of El Dorado, State of California, being a portion of the land described in Document No. 2002-61339, also being a portion of Section 15, Township 9 North, Range 8 East, M.D.M., and being more particularly described as follows:

Beginning at the Southeast corner of Tract 2, as shown on that certain Record of Survey, filed in the office of the County Recorder of El Dorado County in Book 24 of Record of Surveys, at Page 79 being a point common with an angle point in the Southwesterly line of Lot R1, as shown on the plat of Stonebriar Unit No. 2, filed in the office of the County Recorder of El Dorado County in Book I of Maps, Page 93; thence, along the Southwest line of said Lot R1, South 12°03'34" East, 40.69 feet; thence leaving said Southwest line, North 17°39'42" West, 119.61 feet; thence North 72°20'18" East, 11.73 feet to a point on the Southwest line of said Tract 2; thence along said Southwest line, South 12°03'34" East, 79.43 feet to the Point of Beginning, containing 701 square feet (0.016 acres) more or less.

End of Description

This description has been prepared by me or under my direction
COOPER, THORNE & ASSOCIATES, INC.


Kevin A. Heeney, P.L.S. 5914

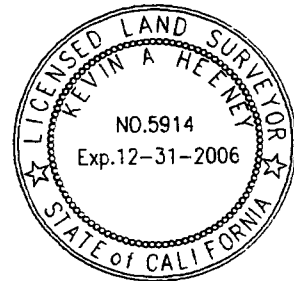
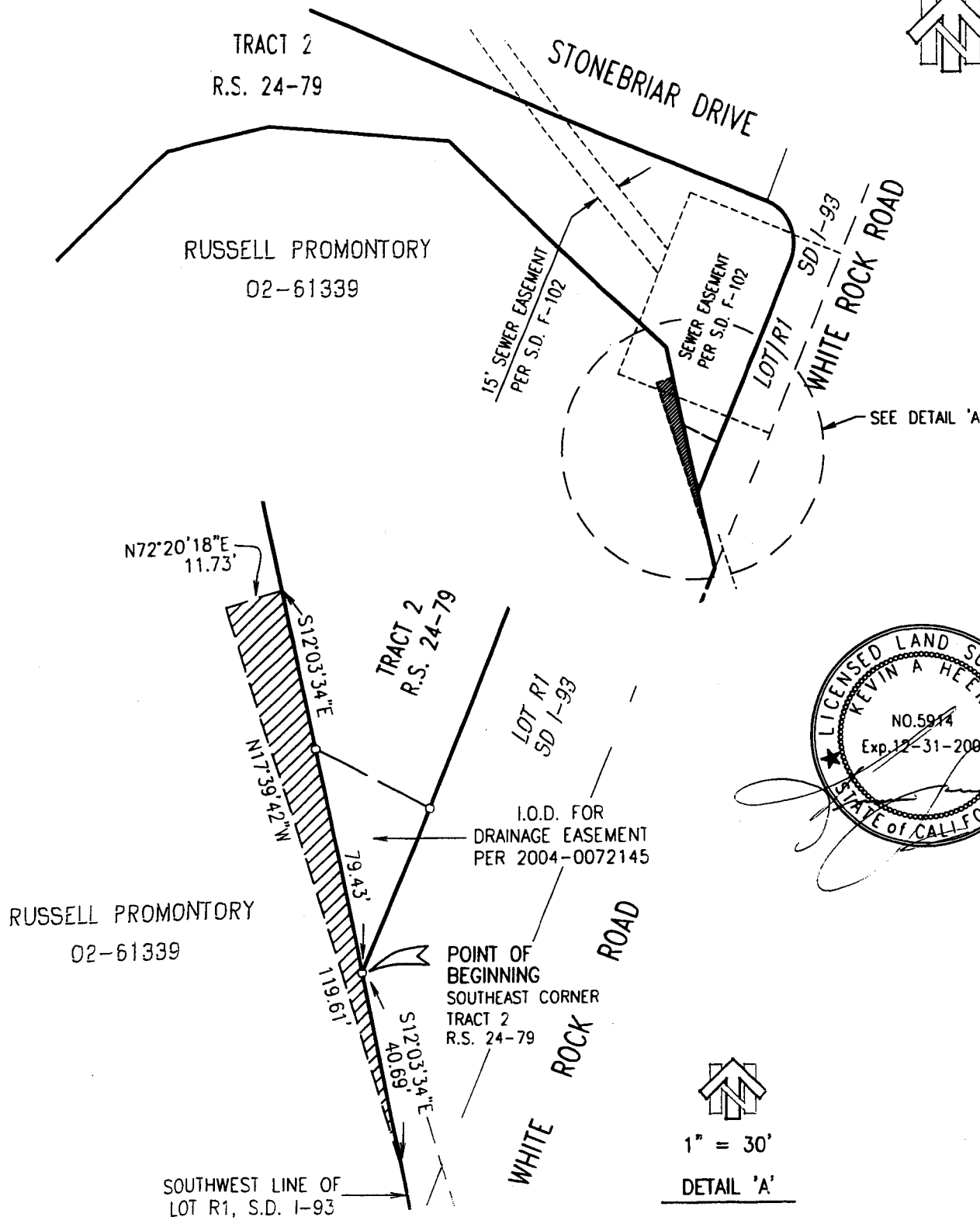


EXHIBIT 'B-2'



M:\94-112-500\Surveys\EXHIBITS\AKT-SDE-TCE-Exhibit.dwg, 9/14/2005 11:19:12 AM, 1:1

COOPER, THORNE & ASSOCIATES INC.

Civil Engineering & Land Surveying
3233 Monier Circle, Suite 1
Rancho Cordova, CA 95742
(916) 636-0916
FAX 636-2476



Drainage Easement

BEING A PORTION OF SEC. 15, T.9 N. R.8 E., M.D.M.

County of El Dorado,

State of California

| | |
|---------|------------|
| DATE: | 04-08-05 |
| SCALE: | 1" = 100' |
| BY: | DMC |
| JOB NO. | 94-112-500 |



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0032755-00

Acct 30-EL DORADO CO BOARD OF SUPERVISORS
Monday, MAY 15, 2006 10:32:27
Ttl Pd \$0.00 Nbr-0000862485
JLR/C1/1-10

RECORDING REQUESTED BY:

Board of Supervisors

WHEN RECORDED MAIL TO:

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

**RIGHT OF ENTRY - LONG FORM
RUSSELL-PROMONTORY, LLC
PROJECT 72360
APN 108-040-03-100**

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

Project: 72360
Owner: Russell-Promontory LLC
APN: 108-040-03-100

RIGHT OF ENTRY - LONG FORM

Permission is hereby granted to enter upon our land, as described in Exhibits "A-1" and "A-2" and as depicted in Exhibits "B-1" and "B-2", attached hereto and made a part hereof, for the purpose of constructing or improving a public roadway and accomplishing all necessary incidents thereto.

It is understood this permission is not a waiver in any way or the right to compensation for such land or of any remedy authorized by law to secure payment therefore.

This permission is granted in consideration of the location, improvement and construction of such roadway and incidents thereto, which it is understood is required by the County of El Dorado, Department of Transportation, with the understanding that you will hereafter without unnecessary delay, negotiate with the undersigned, and any other person, if any, having any right, title or interest in said property, to agree upon the terms of compensation and that, if any agreement cannot be reached you will promptly commence eminent domain proceedings, including a deposit of funds to support an Order for Possession, to have such a compensation determined.

Section 1245.235 of the Code of Civil Procedure requires that the County of El Dorado, Department of Transportation, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the El Dorado County Board of Supervisors and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property only if all of the following are established:

- 1) The public interest and necessity require the project.
- 2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- 3) The property sought to be acquired is necessary for the project.

032755

- 4) The offer required by Section 7267.2 of the Government Code has been made to the owner or others of record. (If an offer has not been made an appraisal will be prepared as soon as practicable and an offer made of the full amount of such appraisal.)

By granting this Right of Entry to the County of El Dorado, Department of Transportation, we hereby waive our right to appear and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, as quoted above.


We agree that the County can establish the truth of the above-quoted matters and we will not contest the adoption of a Resolution of Necessity by the County of El Dorado. Therefore, because Section 1245.250 of the Code of Civil Procedure states that the adoption of a Resolution of Necessity by the County of El Dorado conclusively establishes the matters quoted above, it is understood the issues which will be determined in any subsequent eminent domain proceeding will be limited to those of just compensation as they relate to the property covered by this agreement and no issues will be raised therein or in preliminary proceedings thereto challenging the public use or necessity of the project, or the utilization therefore of the property covered by this right of entry.

It is understood that the County of El Dorado, Department of Transportation, will pay interest from the date this Right of Entry is accepted by the Board of Supervisors, on the just compensation to be paid by the County of El Dorado, Department of Transportation. The rate of interest will be the rate of earnings of the County Investment Pool and computation will be in accordance with Section 1268.350 of the Code of Civil Procedure. Interest will be computed to and including the date of deposit of compensation.

To the fullest extent allowed by law, the County shall defend, indemnify and hold Russell Promontory, LLC, Angelo K. Tsakopoulos, AKT Development, Inc., and their agents (collectively, "Landowner Interests") 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 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 this Right of Entry. Provided however, this indemnity shall not extend to claims arising from the sole or active negligence of the Landowner Interests. The duty of the County to indemnify and save the Landowner Interests harmless includes the duties to defend set forth in California Civil Code Section 2778.

SIGNED:


Russell-Promontory, LLC
A California Limited Liability Company


By: *Mark Eric*

Its: *Exec. Vice President*

Date: 2-17-06

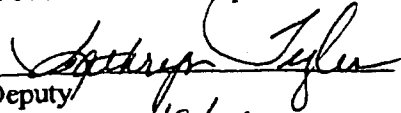
ACCEPTED:


Chairman of the Board of Supervisors
El Dorado County Board of Supervisors

Date: 5/9/06

ATTEST:

Cindy Keck,
Clerk of the Board of Supervisors

By: 
Deputy

Date: 5/9/06

Notary Acknowledgment Attached

EXHIBIT 'A-1'

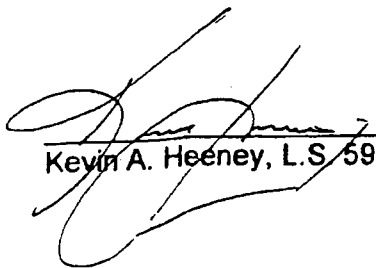
Temporary Construction Easement

All that real property situate in the County of El Dorado, State of California, being a portion of the land described in the Deed recorded August 20, 2002 as Document No. 2002-0061339 of Official Records, filed in the Office of the County Recorder of El Dorado County, and being more particularly described as follows:

Beginning at a point on the Easterly boundary line of said land, being the Southern most corner of Lot R-1 as shown on the plat of Stonebriar Unit No. 2, filed in the Office of the County Recorder of El Dorado County in Book I of Maps, Page 93, also being an angle point on the Northwest right-of-way line of White Rock Road; thence along said Easterly boundary line and Northwest right-of-way line, South $22^{\circ}01'30''$ West, 354.58 feet; thence leaving said Easterly boundary line and Northwest right-of-way line, North $13^{\circ}20'14''$ West, 276.46 feet; thence North $22^{\circ}01'30''$ East, 250.00 feet; thence South $67^{\circ}58'30''$ East, 61.32 feet thence South $17^{\circ}39'42''$ East, 143.32 feet to a point on the Easterly boundary line of said land and the Northwest right-of-way line of White Rock Road; thence along said Easterly boundary line and Northwest right-of-way line, South $12^{\circ}03'34''$ East, 12.78 feet to the Point of Beginning, containing 56,162 square feet (1.20 acres), more or less.

End of Description

This description has been prepared by me or under my direction.
COOPER, THORNE & ASSOCIATES, INC.



Kevin A. Heeney, L.S. 5914



032755

APN 108-040-36
TRACT 2
R.S. 24-79

APN 108-040-03
DOC NO 02-51339

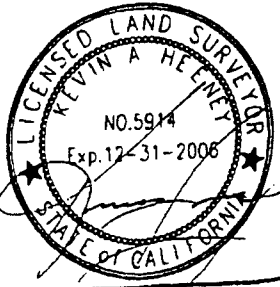
TEMPORARY
CONSTRUCTION
EASEMENT
52,162 S.F.
1.20 ACRES

S12°03'34"E
12.78'
POINT OF
BEGINNING

NORTHWEST RIGHT OF WAY
WHITE ROCK ROAD

WHITE ROCK ROAD

EUER RANCH UNIT NO. 1



COOPER, THORNE & ASSOCIATES INC.

Civil Engineering & Land Surveying
3233 Monier Circle, Suite 1
Bencho Cordova, CA 95742
(916) 638-0919
FAX 638-2475

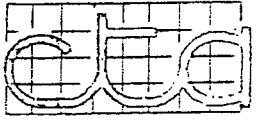


EXHIBIT B-1

Temporary Construction Easement
for White Rock Road
A.P.N. 108-040-03

COUNTY OF EL DORADO STATE OF CALIFORNIA

| |
|-----------------------|
| DATE: 05-16-05 |
| BY: SLS |
| SCALE: 1"=60' |
| SHEET 1 OF 1 |
| JOB NO. 94-112-501 |

EXHIBIT 'A-2'

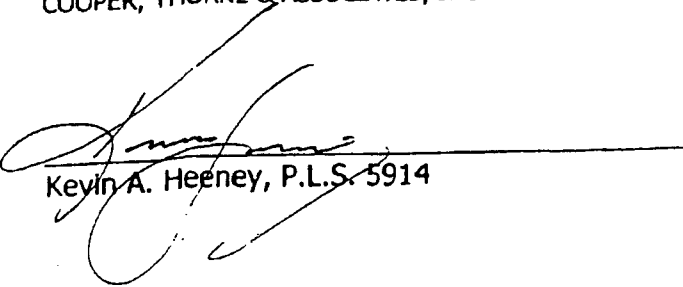
Drainage Easement

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End of Description

This description has been prepared by me or under my direction
COOPER, THORNE & ASSOCIATES, INC.


Kevin A. Heeney, P.L.S. 5914

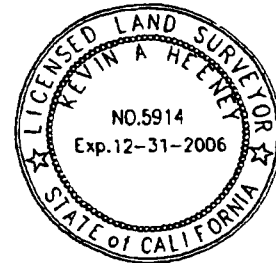
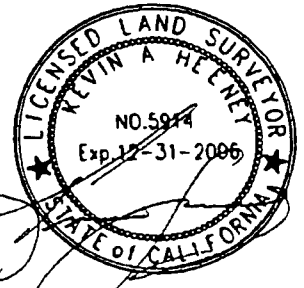
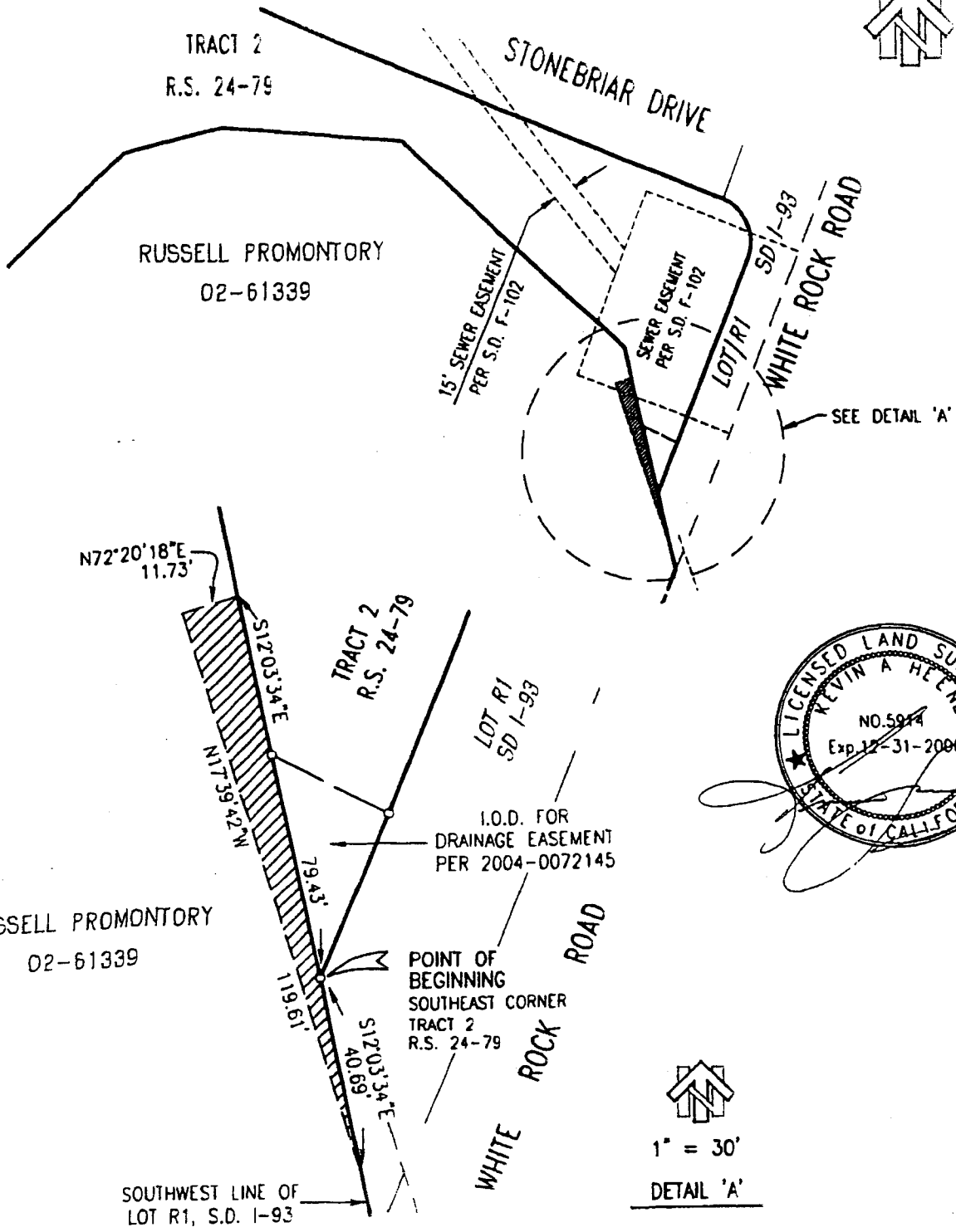


EXHIBIT 'E-2'



032755



M:\94-112-500\Surveys\EXHIBITS\AKT-SDE-TCE-Exhibit.dwg, 9/14/2005 11:19:12 AM, 1:1

COOPER, THORNE & ASSOCIATES INC.
 Civil Engineering & Land Surveying
 3233 Monier Circle, Suite 1
 Rancho Cordova, CA 95745
 (916) 636-091E
 FAX 636-247E

Drainage Easement

BEING A PORTION OF SEC. 15, T.9 N. R.8 E., M.D.M.

County of El Dorado, State of California

| | |
|---------|------------|
| DATE: | 04-08-05 |
| SCALE: | 1" = 100' |
| BY: | DMC |
| JOB NO. | 94-112-500 |

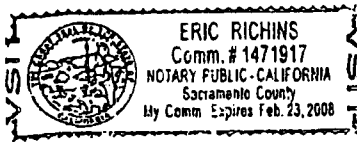
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On 2-17-06 before me, Eric Richins
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark Enos
Name(s) of Signer(s)

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

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

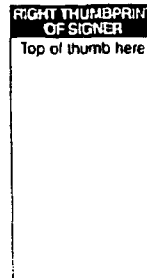
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer is Representing: _____



032755

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Right of Entry – Long Form dated February 17, 2006, from Russell-Promontory, LLC, to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this 9 day of May, 2006.

COUNTY OF EL DORADO

By: James R. Sweeney
Chairman of the Board
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

EXHIBIT 'D'

Russell Promontory
Euer Ranch 72360. Project
El Dorado Hills, California
APN # 108-040-03

**VALUE SUMMARY STATEMENT
DRAINAGE EASEMENT**

Owner: Russell Promontory LLC, a California Limited Liability Company

Property Address: NWC of White Rock Road and Stonebriar Drive, El Dorado Hills, CA.

Zone: RM-DC

Present Use: Multi-Family Residential

Best Use: Multi –Family Residential Development

Total Property Area: 701 sq ft

Property to be acquired: Drainage Easement

Access Rights: no

ESTIMATED VALUE OF REQUIRED PROPERTY:

LAND: Permit: 701 sq ft x \$14.00psf x 90% = \$8,833.00

\$ 8,833.00

IMPROVEMENTS:

None:

\$.00

TOTAL: \$ 8,833.00

Valuation of the Drainage Easement is based upon an analysis of recent sales of like properties having a similar zoning and use.

EXHIBIT 'E'

Russell Promontory
Euer Ranch 72360. Project
El Dorado Hills, California
APN # 108-040-03

**VALUE SUMMARY STATEMENT
TEMPORARY CONSTRUCTION EASEMENT**

Owner: Russell Promontory LLC, a California Limited Liability Company

Property Address: NWC of White Rock Road and Stonebriar Drive, El Dorado Hills, CA.

Zone: RM-DC

Present Use: Multi-Family Residential

Best Use: Multi -Family Residential Development

Total Property Area: 52,272 sq ft

Property to be acquired: Temporary Construction Easement

Access Rights: no

ESTIMATED VALUE OF REQUIRED PROPERTY:

LAND: Permit: 52,272 sq ft x \$14.00psf x 6 months x 8% = \$29,272

\$ 29,272.00

IMPROVEMENTS:

None:

\$.00

TOTAL: \$ 29,272.00

Adjustment to Value Due to Discrepancy in Legal Description
6/20/06

\$ 2,200.00

Total
Rounded

\$31,472.00
\$31,500.00

Valuation of the Temporary Construction Easement is based upon an analysis of recent sales of like properties having a similar zoning and use.

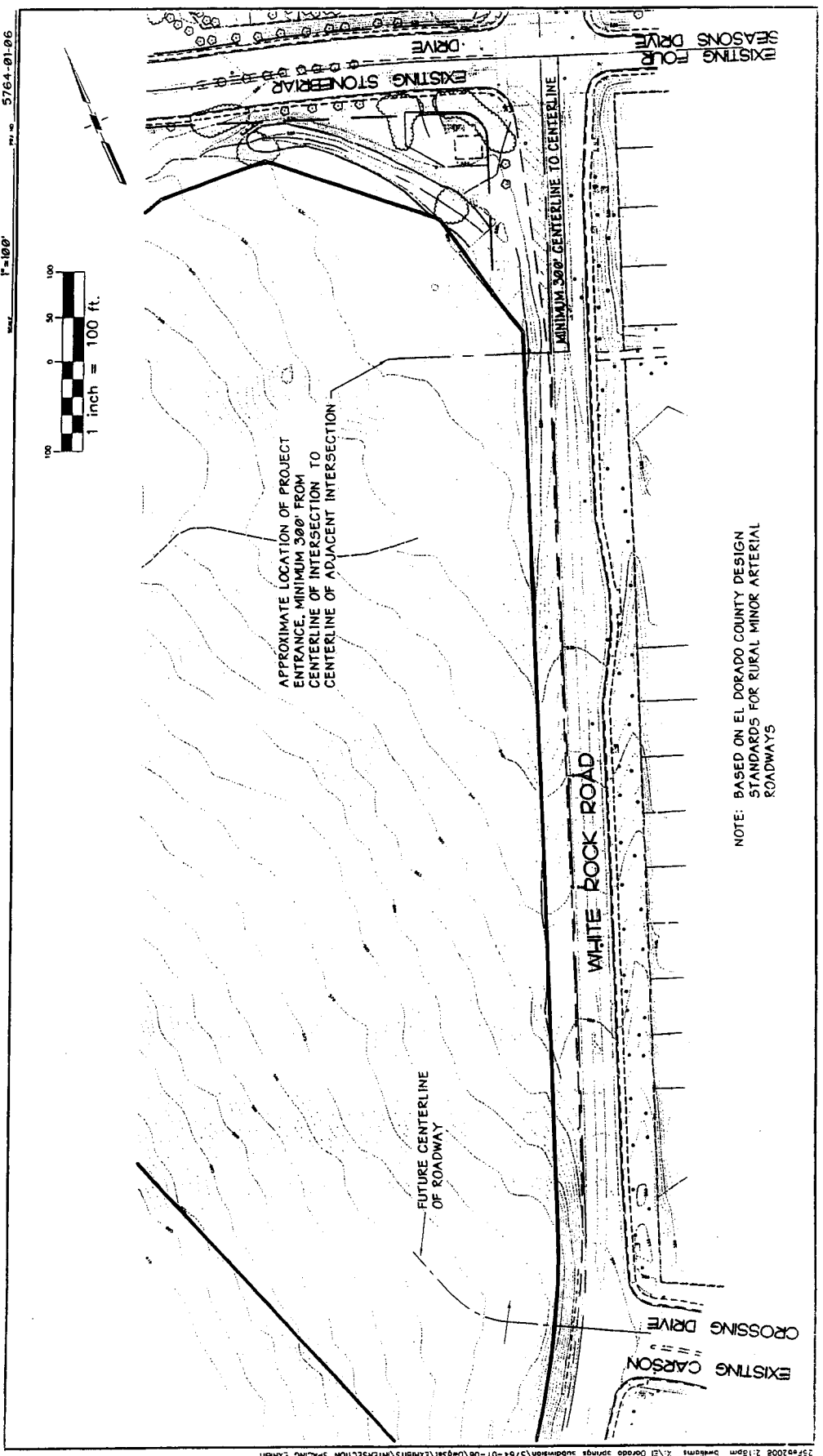
EXHIBIT 'F'

Intersection Spacing

SHEET NO. _____ OF _____
 DRAWING NO. **A5R** DATE **03/20/08**
 PROJECT NO. _____ DATE _____
 SCALE: **1" = 100'**



CARLTON
 Engineering Inc.
 1883 Riverside Road, Orange Springs, FL 32067
 Phone: 351-971-5515 Fax: 351-971-8625



NOTE: BASED ON EL DORADO COUNTY DESIGN STANDARDS FOR RURAL MINOR ARTERIAL ROADWAYS