

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
October 17, 2006**

AGENDA TITLE: Placerville Animal Control Facility - Property Acquisition

DEPARTMENT: General Services

CONTACT: Joanne M. Narloch/George W. Sanders

DATE: 10/17/2006

PHONE: 5847/5857

DEPT SIGNOFF:



CAO USE ONLY:

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

General Services Department recommending the following pertaining to Placerville Animal Control Facility property acquisition:

- 1.) Approve Amendment I to Purchase and Sale Agreement extending close of escrow on or before November 10, 2006;
- 2.) Ratify the signature of the Director of General Services on Amendment I of the Purchase and Sale Agreement;
- 3.) Authorize the Chairman to sign all escrow instructions specific to said acquisition;
- 4.) Authorize the Chairman to sign the Certificate of Acceptance;
- 5.) Authorize the Auditor/Controller to issue a check made payable to Placer Title Company in the amount of \$450,000.00 with the addition of title and escrow fees per Purchase and Sale Agreement; and
- 6.) Authorize General Services to deposit said escrow instructions and monies with Placer Title Company for a closing date on or before November 10, 2006.

CAO RECOMMENDATIONS:

Financial impact? Yes () No

BUDGET SUMMARY:

Total Est. Cost \$450,000.00

Funding
Budgeted \$450,000.00

New Funding _____

Savings* _____

Other _____

Total Funding \$450,000.00

Change in Net County Cost

Funding Source: () Gen Fund Other
Other: ACO Fund

CAO Office Use Only:

4/5's Vote Required () Yes () No
Change in Policy () Yes () No
New Personnel () Yes () No

CONCURRENCES:

Risk Management _____
County Counsel _____
Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 5/04 ISKW001 Agenda

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

George W. Sanders, Deputy Director

Location: 345 Fair Lane, Placerville, CA

Mailing: 360 Fair Lane, Placerville, CA 95667

Phone (530) 621-5847 Fax (530) 295-2538

October 9, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Placerville Animal Control Facility - Property Acquisition

Dear Board Members:

RECOMMENDATION:

General Services Department recommending the following pertaining to Placerville Animal Control Facility property acquisition:

- 1.) Approve Amendment I to Purchase and Sale Agreement extending close of escrow on or before November 10, 2006;
- 2.) Ratify the signature of the Director of General Services on Amendment I of the Purchase and Sale Agreement;
- 3.) Authorize the Chairman to sign all escrow instructions specific to said acquisition;
- 4.) Authorize the Chairman to sign the Certificate of Acceptance;
- 5.) Authorize the Auditor/Controller to issue a check made payable to Placer Title Company in the amount of \$450,000.00 with the addition of title and escrow fees per Purchase and Sale Agreement; and
- 6.) Authorize General Services to deposit said escrow instructions and monies with Placer Title Company for a closing date on or before November 10, 2006.

REASON FOR RECOMMENDATION:

On May 9, 2006, the Board approved the Purchase and Sale Agreement with the Shinn Family, et.al, for the purchase of Assessor's Parcel Numbers #331-620-01 and #331-620-02 and directed General Services' staff to initiate escrow proceedings for the property acquisition.

The escrow instructions contained in the Purchase and Sale Agreement identified a close of escrow date on or before October 16, 2006 or other such date as mutually agreed to in writing. It is necessary to extend the date of escrow close in order to allow the Board to take action on the CEQA document, which is being presented to the Board on October 17, 2006.

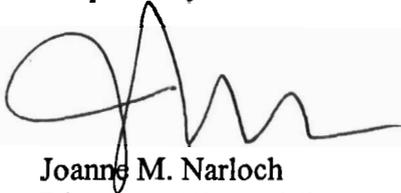
FISCAL IMPACT:

The negotiated sales price of \$450,000.00 is appropriated in the FY06/07 Accumulated Capital Outlay (ACO) Budget. The original funding for this project is derived from a General Fund contribution to the ACO Fund.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Board Chairman will sign the Certificate of Acceptance.
2. Auditor/Controller will issue and release a check in the amount of \$450,000.00 with the addition of title and escrow fees per Purchase and Sales Agreement.
3. General Services will submit the escrow instructions and check to the escrow holder, Placer Title Company
4. Placer Title Company will deposit said funds and complete the acquisition process on or before November 10, 2006.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joanne M. Narloch', is written over a light gray rectangular background.

Joanne M. Narloch
Director of General Services

JMN: mhb

AMENDMENT 1

To that certain **PURCHASE AND SALE AGREEMENT** made by and between **JOYCE SHINN, SCOTT LAWRENCE SHINN, THOMAS EDSON SHINN, and LINDA LOU FINE** ("Sellers") and the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County" or "Buyer") in May, 2006, (hereinafter referred to as "Agreement"), a copy of which is attached for reference.

This amendment shall apply to **ARTICLE 3- TITLE, ESCROW PROVISIONS,** Section 3.1 **Escrow.** of said Agreement. Language contained within the same has identified the "Close of Escrow" to occur on or before October 16, 2006 or such other date as the parties shall mutually agree in writing.

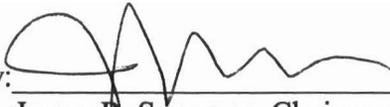
AMENDMENT 1 shall extend the "Close of Escrow" date to on or before November 10, 2006 or other such date as the parties shall mutually agree in writing.

AMENDMENT 1 shall not change any other terms and/or conditions of the original Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into **AMENDMENT 1** of said Agreement as of the day and year last written.

BUYER/COUNTY: COUNTY OF EL DORADO

Dated: 10/9/06

By: 
James R. Sweeney, Chairman
Board of Supervisors
Joanne Narlock
Director, General Services

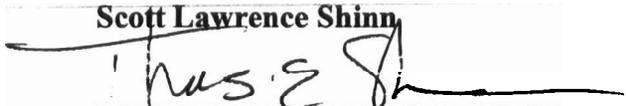
SELLERS: **RECORD TITLE INTEREST**
THOMAS EDSON SHINN PER REC-2006-0059871-00
DATED AUG. 31, 2006. COPY OF GRANT DEED ATTACHED.

Date: _____

Date: 10/09/06


Joyce Shinn

Date: 10/09/06


Scott Lawrence Shinn

Thomas Edson Shinn

Date: 10/09/06


Linda Lou Fine

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 202-59317-LW

AND WHEN RECORDED MAIL TO:

THOMAS EDSON SHINN
4880 Kingvale Road
El Dorado, CA 95623



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2006-0059871-00

Acct 6-PLACER TITLE CO
Thursday, AUG 31, 2006 14:30:00
Ttl Pd \$10.00 Nbr-0000900553
LJP/C1/1-2

att. George Sanders

A.P.N.: 331-620-01-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

PCOS
FILED

The undersigned grantor(s) declare(s):

Documentary transfer tax is 0.11911
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

City Transfer Tax:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JOYCE SHINN

Hereby GRANT(S) to THOMAS EDSON SHINN, AN UNMARRIED MAN

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: August 29, 2006

Joyce Shinn
JOYCE SHINN

STATE OF CALIFORNIA
COUNTY OF EL DORADO

On August 30, 2006 before me, L. WILSON, Notary Public,

personally appeared Joyce Shinn

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

WITNESS my hand and official seal.

Signature: *L. Wilson*
Commission Expiration Date: _____



MAIL, TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name _____ Street Address _____ City & State _____

01/Grandd dno (4/1002)

059871

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:

PARCEL ONE:

ALL THAT PORTION OF SECTIONS 33 AND 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, AND THAT PORTION OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

TRACT 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 30, 2003 IN BOOK 26 OF RECORD OF SURVEY MAPS AT PAGE 117.

A.P.N. 331-620-01-100

08/31/2006.20060059871

Description: El Dorado, CA Document-Year, DocID 2006.59871 Page: 2 of 2
Order: SHINN Comment:

P. 02

FAX NO. 530 677 0453

OCT-09-2006 MON 08:24 AM PLACER TITLE

ORIGINAL

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between **JOYCE SHINN, SCOTT LAWRENCE SHINN, THOMAS EDSON SHINN, and LINDA LOU FINE** ("Sellers") and the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County" or "Buyer").

RECITALS

WHEREAS, Joyce Shinn, as her sole and separate property, and Scott Lawrence Shinn, as his sole and separate property, each own fifty percent (50%) of that certain real property situated in the County of El Dorado, California, commonly known as APN 331-620-01, and more particularly described in Exhibit 1 hereto;

WHEREAS, Thomas Edson Shinn and Linda Lou Fine, as tenants in common, own all of that certain real property situated in the County of El Dorado, California, commonly known as APN 331-620-02, and more particularly described in Exhibit 2 hereto;

WHEREAS, the County has a need to relocate its existing Animal Control facility in Placerville and has identified portions of the certain real property described above and owned by Sellers in the County of El Dorado as a suitable location for relocation of the County's Animal Control facility;

WHEREAS, the County is in the process of completing required environmental analyses regarding its proposed project to relocate its animal control facility and may not consummate this transaction until completion of those analyses and the occurrence of a public hearing regarding its proposed project conducted after due notice;

WHEREAS, the parties desire to move forward with this purchase and sale to facilitate the County's need to relocate its Animal Control facility to best serve the needs of the citizens of the County; and

WHEREAS, the County wants to acquire multiple properties from separate owners via this single agreement and any contingencies relating to one property shall relate to all properties involved herein.

NOW, THEREFORE, in consideration of payment of compensation and the performance of the mutual promises and agreements herein, and for other valuable consideration, the parties hereto agree as follows:

ARTICLE 1 - PREMISES

1.1 Purchase and Sale. Subject to the terms and conditions herein, Sellers hereby agree to sell to County and County hereby agrees to purchase from Sellers ten (10) acres, more or less, of real property comprised of those portions of that certain real property owned by Sellers and more particularly described in Exhibits 3 and 4 and depicted in Exhibits 3-A and 4-A attached and made a part hereof. Said real property is hereinafter collectively referred to as the "Real Property."

ARTICLE 2 - PURCHASE PRICE

2.1 Purchase Price. The total purchase price for the Real Property shall be Four Hundred Fifty Thousand Dollars (\$450,000.00) (hereinafter, the "Purchase Price"). County shall pay the Purchase Price in cash or other immediately available funds at Close of Escrow (as that term is defined herein), plus the County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement. Sellers and County hereby acknowledge that the Purchase Price represents the fair market value of the Real Property.

2.2 Sellers' Obligations. In exchange for the Purchase Price and in addition to any other obligations specified in this Agreement, Sellers shall do the following: (a) each deliver to County a Grant Deed for the Real Property in which they have an interest; (b) convey an easement to the County for road, public utility, and signage purposes or irrevocably dedicate property for road, public utility, and signage purposes sixty (60) feet in width and as more specifically depicted in Exhibits 5 and 6 hereto; (c) convey an easement to the County for slope purposes as more specifically depicted in Exhibit 6 hereto; and (d) convey an easement to the County for public utility purposes twenty (20) feet in width and as more specifically depicted in Exhibit 5 hereto.

2.3 Buyer's Obligations. In addition to any other obligations specified in this Agreement, County shall do the following: (a) construct, at its sole cost and expense, Roads A and B, as more specifically depicted on Exhibits 5 and 6 hereto, including an encroachment at the intersection of Road A and Pleasant Valley Road, to be constructed in accordance with the standards required by the County's Department of Transportation, and (b) construct, at its sole cost and expense, an eight inch diameter water line within the bounds of Road A and a six inch water line within the bounds of Road B in accordance with the standards required by the El Dorado Irrigation District, and (c) construct, at its sole cost and expense, a field fence as more specifically depicted on Exhibit 7 hereto, in the location as depicted on Exhibit 5 hereto, including a gate at the southerly terminus of Road A. Additionally, though not a condition of performance under this Agreement, County may (a) install underground power and communication conduits within the bounds of Road A. County waives any right to reimbursement from Sellers for Sellers' future use of the water line constructed by County pursuant to the terms of this Agreement.

Additionally, County shall provide Sellers with substitute Certificates of Compliance relating to any parcels that already have Certificates of Compliance and are adjacent to the Real Property and affected by Sellers' transfer of the Real Property to the County. Pursuant to Government Code section 66428(a)(2) and County Code section 16.04.040(D), the County hereby declares that the sale of the Real Property to the County by this Agreement does not constitute a "subdivision" requiring preparation and approval of a tentative map, final map, or parcel map as per the Subdivision Map Act (Government Code section 66410 *et seq.*) or the County's Major Land Divisions Ordinance (County Code section 16.04.010 *et seq.*).

ARTICLE 3 - TITLE, ESCROW PROVISIONS

3.1 Escrow. The purchase and sale of the Real Property shall be consummated through an Escrow to be opened at Placer Title Company (hereinafter referred to as "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 further escrow instructions, however, shall be consistent with this Agreement, which shall control. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The "Close of Escrow" shall occur on or before October 16, 2006 or such other date as the parties shall mutually agree in writing. During that time, County shall make a good faith effort to expeditiously proceed with its CEQA analysis of the proposed animal control relocation project.

3.2 Escrow and Other Fees. Closing costs, including the following, shall be borne by the County: (a) the Escrow Holder's fees; (b) recording fees; (c) the premium for the policy of title insurance; (d) documentary transfer tax, if any; (e) all costs of executing and delivering the Grant Deed; and (f) all costs of any partial reconveyances of deeds of trust, if any.

3.3 Conditions.

3.3.1 Title. It shall be a condition of Closing, for County's benefit, that Sellers shall cause fee simple title to the Real Property to be conveyed to County by Grant Deed subject only to those exceptions of which County notifies Sellers pursuant to Paragraph 3.3.2 below. Upon the Close of Escrow, Escrow Holder shall cause its underwriter to issue its ALTA standard coverage, owner's policy of title insurance insuring title in County with liability in the amount of the Purchase Price, with such endorsements as County may reasonably require.

3.3.2 Approval of Encumbrances. Within thirty (30) days of the effective date of this Agreement, Buyer will order from Escrow Holder a preliminary title report and legible copies of all documents referred to therein covering the Real Property (collectively, the "Preliminary Report"). Within fifteen (15) days of County's receipt of the Preliminary Report, County shall notify Sellers, in

writing, of any exceptions of the Preliminary Report to which the County objects. With respect to any such title objections, Sellers shall have ten (10) days after delivery of the County's notice of objections to give notice to the County, in writing, stating either (a) the manner in which Sellers will remove or cure the County's title objections or (b) that Sellers shall not remove or cure the County's title objections. If Sellers fail to deliver such notice to the County, Sellers shall be deemed to have elected not to cure the County's title objections. If Sellers elect not to cure or remove one or more of the County's title objections, then the County shall have ten (10) days after delivery of Sellers' notice to deliver written notice to Sellers of the County's election either to (a) proceed with the purchase and waive any title objections that the Sellers elected not to cure or (b) terminate this Agreement.

3.4 Items to be Delivered at Close of Escrow. Sellers shall execute and deliver to Escrow Holder at the Close of Escrow one or more fully executed Grant Deeds for the Real Property. Sellers shall also execute and deliver to Escrow Holder at the Close of Escrow grants of easements evidencing Sellers' satisfaction of its obligations under Section 2.2 of this Agreement.

3.5 Buyer's Contingencies. Buyer's obligation to purchase the Real Property is expressly conditioned on all of the following: (a) Sellers' delivery of the Real Property free and clear of all liens and encumbrances except as otherwise allowed in Paragraph 3.3.2 herein; (b) the County Planning Commission's finding that the County's proposed use of the Real Property is consistent with the County's General Plan; (c) the County's filing of a Notice of Determination for its proposed project in compliance with the California Environmental Quality Act; (d) the County's satisfaction with the results of the property inspection permitted by Paragraph 5.1 herein; and (e) Seller's compliance with any other applicable legal requirements and final decisions of the County's Board of Supervisors relating to the County's proposed project. Additionally, the County reserves, until after completion of the CEQA process and after noticed public hearings regarding the proposed project, its right to make a final decision on whether to acquire the Real Property and to proceed with its proposed project to relocate its animal control facility to the Real Property.

3.6 Termination for Failure of a Contingency. If this Agreement is terminated or deemed to be terminated for failure of a contingency set forth in this Article 3, then immediately on written notice from Buyer, Escrow Holder must refund any deposit to Buyer without offset for any charges or claims. Any cancellation fee or other costs of the Escrow Holder or the Title Company resulting from this termination shall be borne equally by Sellers and Buyer, and each party shall pay its own expenses.

ARTICLE 4 - TAXES AND OTHER ASSESSMENTS

4.1 Taxes. Sellers authorize Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon which shall be cleared from the Real Property prior to Close of Escrow. All real property

taxes shall be prorated in accordance with Revenue and Taxation Code section 4986 as of the Close of Escrow.

4.2 Assessments. It is agreed that Sellers shall be responsible for payment of any assessments, bonds, charges or liens imposed upon the Real Property by any federal, state or local government agency, or utility. Sellers agree to indemnify and hold County harmless from any claim arising therefrom. Sellers authorize Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent assessments, bonds charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Real Property prior to Close of Escrow.

ARTICLE 5 - RIGHT OF ENTRY

5.1 Property Inspection. County shall have the right to inspect the Real Property pursuant this section. As part of this property inspection, County may, but is not required to, obtain and review such tests and inspections of the Real Property as County shall deem reasonably necessary in order to determine the condition of the Real Property and suitability of the Real Property to County's intended uses. If, on the basis of the foregoing review, County determines, in its sole discretion, that the Real Property is not acceptable, then, prior to the Close of Escrow, Seller shall remedy any unsatisfactory conditions or County may terminate this Agreement, without penalty, by delivering written notice of such termination to Sellers.

ARTICLE 6 - WARRANTIES

6.1 Warranties. Sellers warrant as follows:

A. Sellers owns the Real Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Real Property from adjacent properties, encroachments by improvements on the Real Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

B. Sellers have no knowledge of any pending litigation involving the Real Property.

C. Sellers have no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code, statute, regulation, or judicial order pertaining to the Real Property.

D. Sellers have no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Real Property owned or claimed by anyone other than Sellers. Sellers have no knowledge that anyone will, at the Close of Escrow, have any right to possession of the Real

Property, except as disclosed by this Agreement or otherwise in writing to County.

6.2 Hazardous Materials. Sellers represent and warrant for the benefit of County that, to the best of Sellers' knowledge, there are no Hazardous Materials present on the Real Property and there has been no release, use, generation, discharge, storage, or disposal of any Hazardous Materials on, in, under or otherwise affecting all or any portion of the Real Property. Sellers further represent and warrant that, to the best of Sellers' knowledge, the Real Property is not in violation of any federal, state, or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Real Property, including, but not limited to, soil and groundwater contamination. Sellers know of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the property or Sellers relating to environmental matters.

6.2.1 Hazardous Materials Defined: As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, sewage or waste which is regulated, controlled or prohibited by statute, rule, regulation, decree or order of any governmental authority, the State of California or the United States Government currently in effect. The term "Hazardous Material" includes, without limitation, any material or substance which is (1) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5, sections 25100, et seq., (Hazardous Waster Control Law), (2) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 ("CPTHSAA Act"), (3) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory Act), (4) defined as a "hazardous substance" under Section 25821 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (5) petroleum, (6) asbestos, (7) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (8) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Act, 33 U.S.C. Sec 1251 et seq. (33 U.S.C. Sec 1321), (9) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq. (42 U.S.C. Sec. 6903), (10) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec 9601) ("CERCLA"), or (11) defined as a "waste" under the California Porter-Cologne Water Quality Control Act, section 13050 of the California Water Code.

6.3 Leases. Sellers warrant that there are no oral or written leases on all or any portion of the Real Property exceeding a period of one month.

6.4 Survival. All warranties, covenants, and other obligations described in this Article and elsewhere in this Agreement shall survive delivery of the Grant Deed.

ARTICLE 7 - NOTICES

7.1 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 Sellers or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

SELLERS: Thomas Shinn
4880 Kingvale Road
El Dorado, CA
95623

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 General Services
Attention: Joanne M. Narloch
360 Fair Lane
Placerville, CA 95667

ARTICLE 8 - BROKER OR AGENT

8.1 Broker or Agent. County has not employed a broker or sales agent in connection with the purchase and sale of the Real Property. Sellers have employed a broker or sales agent in connection with the purchase and sale of the Real Property. Sellers are solely responsible for the payment of any commission or other compensation to their broker or sales agent. Sellers shall indemnify, defend and hold County harmless from any action or claim against County to pay any commission or other compensation to any third party in connection with this transaction.

ARTICLE 9 – WAIVER AND RELEASE OF CLAIMS

9.1 This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Real Property is conveyed and purchased, and Sellers hereby waive any and all claims relating to said project that may exist on the date of this Agreement.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 No Amendments. No amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

10.2 Time is of the Essence. The County must vacate its current Animal Control facility, which is located on land owned by the City of Placerville, by Spring 2007. Accordingly, time is of the essence of each term and provision of this Agreement.

10.3 Binding Effect. This Agreement shall bind the parties, their personal representatives, successors, and assigns.

10.4 Invalidity. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof.

10.5 Warranty of Authority. The parties to this Agreement warrant and 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 the obligations set forth herein.

10.6 Addendum and Exhibits. In the event of conflict between this Agreement and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

10.7 Venue. Any disputes regarding this Agreement and any attachments incorporated herein shall be governed by laws of the State of California and shall be filed in the Superior Court for El Dorado County.

10.8 Administrator. The County Officer or employee with responsibility for administering this Agreement is the Interim Director of General Services, Joanne M. Narloch or successor.

10.9 Execution. The Agreement may be executed and entered into in several

counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

10.10 Prior Agreements. This Agreement supersedes any prior negotiations and agreements and contains the complete, exclusive, and final agreement of the parties with respect to the subject matter hereof. No other agreement, representation, statement or promise made by any party or any employee, officer, or agent of any party that is not expressly set forth in this Agreement shall be binding or impose any liability on a party.

10.11 Captions. The section headings throughout this Agreement are for convenience and reference only and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

10.12 Survival. Except as otherwise provided herein, the covenants, representations, and warranties contained in this Agreement shall survive the Close of Escrow and shall not be deemed merged in the Grant Deed but shall remain in full force and effect.

10.13 Further Assurances. Sellers and County agree that at any time or from time to time after the execution of this Agreement, whether before or after the Close of Escrow, they will, upon request of the other, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effect fully the purposes of this Agreement.

10.14 Waiver. The waiver by Sellers or County of a breach or failure of a term, covenant, or condition of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach or failure of condition of the same or of another provision hereof.

10.15 Third Party Beneficiaries. No condition, covenant, waiver or release contained herein made or given by Sellers or County is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.

10.16 Incorporation of Recitals and Exhibits. The Recitals set forth above are true and correct and, together with the Exhibits attached hereto, are incorporated into this Agreement by this reference.

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

10.18 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.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the day and year last written.

BUYER/ "COUNTY":

Dated: 5/9/06

COUNTY OF EL DORADO

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

CINDY KECK
Clerk of the Board of Supervisors

By: Deborah Lyle
Deputy Clerk

SELLERS:

Dated: 5-14-06

JOYCE SHINN

Joyce Shinn

Dated: 5-17-06

SCOTT LAWRENCE SHINN

Scott Lawrence Shinn

Dated: 05/10/06

THOMAS EDSON SHINN

Thomas Edson Shinn

Dated: 5/13/06

LINDA LOU FINE

Linda Lou Fine

EXHIBIT 1

**Purchase and Sale Agreement
El Dorado County Animal Control Shelter**

APN 331-620-01

**Joyce Shinn
And
Scott Lawrence Shinn**

**DOC – 2002-0102634-00
DOC – 2003-0073332-00**

RECORDING REQUESTED BY

WHEN RECORDED, MAIL TO:

NAME THOMAS E SHINJ

MAILING ADDRESS 9880 KINKHUNK RD.

CITY, STATE ZIP CODE El Dorado Ca. 90623



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2002-0102634-00

Thursday, DEC 28, 2002 11:03:14
Ttl Pd \$31.00 Nbr-0000359062
JDK/C2/1-9

SPACE ABOVE THIS LINE RESERVED
FOR RECORDERS USE

TITLE(S)

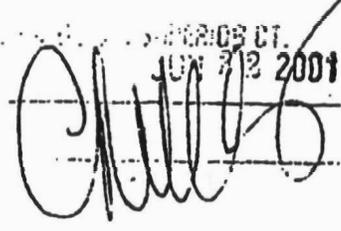
SPONSAL PROPERTY GORE

THIS DOCUMENT IS BEING RECORDED TO
ADD LEGAL DISC.

098723

102634

DE-226

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state number, and address): Edison A Jensen (Bar # 147085) Boroff, Jensen, Klein & Smith 55 River Street, Suite 230 Santa Cruz, California 95060		TELEPHONE AND FAX NOS.: (831) 458-0502 (831) 426-0159	FOR COURT USE ONLY 
ATTORNEY FOR (Name): Joyce Shinn			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO STREET ADDRESS: 495 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Placerville 95667			
ESTATE OF (Name): Franklyn X. Shinn		DECEDENT	
SPOUSAL PROPERTY ORDER		CASE NUMBER: PP20010098	

CERTIFIED COPY

1. Date of hearing: 6/22/01 Time: 8:00am Dept: 6 Room:

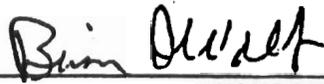
THE COURT FINDS

- 2. All notices required by law have been given.
- 3. Decedent died on (date): March 5, 1997
 - a. a resident of the California county named above.
 - b. a nonresident of California and left an estate in the county named above.
 - c. intestate testate
- 4. Decedent's surviving spouse is (name): Joyce Shinn

THE COURT FURTHER FINDS AND ORDERS

- 5. a. The property described in Attachment 5a is property passing to the surviving spouse, and no administration of it is necessary.
- b. See Attachment 5b for further order respecting transfer of the property to the surviving spouse.
- 6. To protect the interests of the creditors of (business name):
 an unincorporated trade or business, a list of all its known creditors and the amount owed each is on file.
 - a. Within (specify): _____ days from this date, the surviving spouse shall file an undertaking in the amount of \$ _____ upon condition that the surviving spouse pay the known creditors of the business.
 - b. See Attachment 6b for further order protecting the interests of creditors of the business.
- 7. a. The property described in Attachment 7a is property that belonged to the surviving spouse under Probate Code sections 100 and 101, and the surviving spouse's ownership upon decedent's death is confirmed.
- b. See Attachment 7b for further order respecting transfer of the property to the surviving spouse.
- 8. All property described in the Spousal Property Petition that is not determined to be property passing to the surviving spouse under Probate Code section 13500, or confirmed as belonging to the surviving spouse under Probate Code sections 100 and 101, shall be subject to administration in the estate described in Attachment 8.
- 9. Other (specify): _____

Date: 6/22/01


BRIAN D. WOLF
 Judge Pro Tem
 JUDGE OF THE SUPERIOR COURT
 SIGNATURE FOLLOWS LAST ATTACHMENT

10. Number of pages attached: 1

EXHIBIT "A"

County: El Dorado

City: unincorporated area

The South half of the Northwest quarter and the North half of the Southwest quarter of Section 34, Township 10 North, Range 10 East, M.D.B.&M.

SAVING AND EXCEPTING THEREFROM the following:

- a) All that portion thereof lying Northerly of the present U.S. Highway No. 50 and the Old Highway No. 50.
- b) That certain portion of land conveyed by John Salmon to Jerry Wentz, Sr. by Deed dated April 9, 1875, recorded in Book 55 of Deeds, at page 25, Records of the County of El Dorado, State of California.
- c) A portion of the Southwest quarter of the Northwest quarter and Northwest quarter of Southwest quarter of Section 34, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Southwest corner, a concrete highway monument 6 x 6 inches square, on the Southerly line of the Placerville and Sacramento State Highway and North side of cedar fence post, from which the Southwest corner of Section 34, Township 10 North, Range 10 East, M.D.B.&M., bears South 4° 07' West 2392.37 feet; thence on fence lines South 84° 14' East 504.75 feet to a forked oak; thence South 89° 05' East 224.9 feet to the Southeast corner; thence North 2° 27' West 631.4 feet to the Northeast corner, a cedar fence post marked R.N.E. cor. on the Southerly line of said Highway; thence on Southerly line of said highway South 50° 18' West 903.4 feet to the point of beginning.

- d) Beginning at a point on the Southerly boundary of U.S. Highway 50 which is located South 19° 02' East 2386.63 feet from the Northwest corner, Section 34, Township 10 North, Range 10 East, M.D.B.&M., said point also being located North 68° 26' East 186.4 feet from Engineers Station 180/-87.34 as said station is shown on State Highway Map, District III, El Dorado County, Route 11, Section B, Sheet 8 of 8 Sheets, approved by C.H. Whitmore, District Engineer; thence from said point of beginning, along the South boundary of said highway 100 feet wide, to a point which lies South 52° 50' 06" West 147.3 feet more or less from the point of beginning, last said point also being the Northeast corner of the property of Frank Cooper, et ux, as said property is recorded in Book 262, page 68, Official Records, County of El Dorado, thence leaving said Highway South 2° 27' East 299.12 feet along the boundary line between the property of Frank Cooper, et ux, as said property is recorded in above mentioned book and page, and the property of Julia C. Dobnam Snow, as recorded in Book 64, page 4, Official Records, County of El Dorado, thence North 73° 34' East 113.85 feet more or less to the Southwest corner of the property of State of California, recorded in Book 267 of Official Records of El Dorado County, at page 422; thence North 0° 46' West 355.57 feet along the West boundary of the property of State of California as recorded in Book 267, page 422, to the point of beginning.

- e) Beginning at a point on the Southerly highway right of way line from which point the Northwest corner of said Section 34, bears North $19^{\circ} 02'$ West 2386.65 feet and which said point of beginning is also located North $68^{\circ} 26'$ East 186.4 feet from Engineer's Station 180/87.35, as shown on the Official Highway Map, District III, Route II, Section B, Sheet 8 of 8 sheets, approved by C.H. Whitmore, District Engineer; thence following a curve to the left along the South highway right of way line, which curve contains a central angle of $5^{\circ} 16'$, a radius of 3050 feet, an arc length of 280.36 feet and a chord which bears North $48^{\circ} 24'$ East 279.84 feet to a point; thence leaving said highway right of way, South $1^{\circ} 33'$ East 477.37 feet to a point; thence South $73^{\circ} 34'$ West 226.73 feet to a point; thence North $0^{\circ} 46'$ West 355.57 feet to a point of beginning.
- f) Commencing at the Northwest corner of the parcel herein described, a 1/2 inch iron bar set flush in slate strata, being a point on the Southerly right of way line of Old Highway 50, as it intersects the Southerly right of way line of Highway 50, from which point the Northwest corner of Section 34, Township 10 North, Range 10 East, M.D.B.&M., bears North $29^{\circ} 59'$ West 2277.83 feet, also from which point Engineer Station 180/87.35 on the centerline survey of Highway 50, as shown on the Official California, Highway Map, District III, Route II, Section B, Sheet 8 of 8 sheets approved by C.H. Whitmore, bears South $56^{\circ} 44'$ West 637.03 feet; thence from said point of beginning, North $57^{\circ} 37'$ East 36.58 feet to a 6 inch by 6 inch concrete highway right of way marker set in the ground on the Southerly right of way line of Old Highway 50; thence North $64^{\circ} 40'$ East 174.56 feet along said right of way line to the Northeast corner thereof, a 1 inch iron bar set in a mound of rocks; thence South $3^{\circ} 12'$ East 480.13 feet to the Southeast corner thereof, a 3/4 inch hex drill steel set in a mound of rocks; thence North $86^{\circ} 14'$ West 195.10 feet to the Southwest corner thereof, a 3/4 inch hex drill steel set in a mound of rocks; thence North $3^{\circ} 12'$ West 372.52 feet to the point of commencement.
- g) Commencing at the Northeast corner of the parcel herein described said point being situate on the Southerly boundary of Old Highway No. 50 from which point the Northwest corner of said Section 34 bears North $29^{\circ} 59'$ West 2277.83 feet; thence leaving said point of beginning and running South $3^{\circ} 12'$ East 372.52 feet; thence South $86^{\circ} 14'$ East 195.10 feet; thence South $3^{\circ} 12'$ East 100 feet to the Southeast corner of the parcel herein described; thence South $76^{\circ} 14' 20''$ West 368.75 feet to the Southwest corner of the parcel herein described; thence North $1^{\circ} 33'$ West 477.37 feet to the Northwest corner of the parcel herein described said point being situate on the approximate point of intersection of the Southerly boundary of the U.S. Highway No. 50 and the Southerly boundary of Old Highway No. 50; thence along the Southerly boundary of the Old Highway No. 50 North $57^{\circ} 37' 20''$ East 177.64 feet to the point of beginning.
- h) Beginning at a point located at the intersection of the centerline of Pleasant Valley Road, based on the May 20, 1913 Plans (III, ED, 11, B, Sheet 10 of 13), plus found right of way monuments, and the North/South-centerline of said Section 34, from which the quarter section corner common to Sections 27 and 34 bears North $02^{\circ} 06' 09''$ East 1354.75 feet distant; thence from the true point of beginning along said North/South centerline South $02^{\circ} 06' 09''$ West 69.07 feet to a point on the new Southerly right of way line of the Pleasant Valley Road Reconstruction Project; thence Westerly along said right of way line the following two courses: 1) North $87^{\circ} 55' 51''$ West 37.65 feet and 2) South $83^{\circ} 17' 49''$ West 65.00 feet to a point on the Southerly right of way line of said 1913 plans, said point being 39.74 feet Southerly measured radially from engineer's station 225+72.37; thence along said Southerly right of way line the following three courses: 1) South $64^{\circ} 44' 32''$ West 572.49 feet to a point 35

feet Southeasterly measured at right angles from engineer's station 220+00; 2) South $64^{\circ} 12' 24''$ West 914.91 feet to a point located South $41^{\circ} 32' 54''$ East 37.4 feet from engineer's station 210+74.8 and 3) South $59^{\circ} 39' 24''$ West 166.31 feet to a point at the intersection with the Southeasterly right of way line of the 1933 alignment of U.S. Highway 50, presently called Mother Lode Drive; thence along the arc of a curve concave Northwesterly having a radius of 3050 feet, the chord of which bears North $42^{\circ} 38' 54''$ East 131.84 feet to a point on the centerline of said 1913 plans; thence leaving said right of way line along the arc of a curve concave Southerly having a radius of 700 feet, the chord of which bears North $62^{\circ} 55' 00''$ East 33.02 feet; thence North $64^{\circ} 16' 05''$ East 1532.90 feet (Record North $63^{\circ} 47'$ East 1533.0 feet) to the point of tangency of a 250 foot radius curve concave Southerly; thence along the arc of said curve, the chord which bears North $75^{\circ} 01' 27''$ East 93.31 feet to the true point of beginning.

- i) A portion of the Southwest quarter of Section 34, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 34, marked by a 1-1/2 inch capped iron pipe; thence along the North-South centerline of said Section 34, South $2^{\circ} 07'$ West 535.04 feet; thence South $89^{\circ} 41' 20''$ West 1820.05 feet; thence 534.56 feet North to a 1-1/2 inch capped iron pipe; thence along said line North $89^{\circ} 41' 20''$ East 1237.50 feet to a similar pipe; thence leaving said line North 700.63 feet to a 2 x 2 white stake; thence East 11.28 feet to a 1-1/2 inch capped iron pipe; thence South $8^{\circ} 30'$ East 431.64 feet to a similar pipe; thence East 537.24 feet to a similar pipe, a point on the North-South centerline of said Section 34; thence along said line South $2^{\circ} 07'$ West 270.60 feet to the point of beginning.

- j) A portion of the Southwest quarter of Section 34, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Southeasterly corner of the parcel herein described, a point from which the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 34 bears (2 courses) South 457.35 feet and North $89^{\circ} 41' 20''$ East 1839.69 feet; thence from point of beginning West 67.00 feet; thence along a curve to the right with a radius of 70 feet, the chord of which bears North $45^{\circ} 00'$ West 99.00 feet; thence North 138.54 feet; thence along a curve to the left, with a radius of 180 feet, the chord of which bears North $41^{\circ} 11'$ West 237.05 feet; thence North $82^{\circ} 22'$ West 236.58 feet; thence along a curve to the right with a radius of 270 feet, the chord of which bears North $59^{\circ} 34'$ West 209.26 feet; thence North $36^{\circ} 46'$ West 87.35 feet to a point in the Southerly right of way line of U.S. Highway No. 50; thence along said line North $53^{\circ} 14'$ East 25.94 feet; thence leaving said line South $84^{\circ} 38'$ East 43.77 feet, a 6 x 6 inch concrete monument; thence along a fence South $83^{\circ} 32'$ East 78.28 feet; thence South $84^{\circ} 10'$ East 182.37 feet; thence South $84^{\circ} 45'$ East 176.16 feet; thence South $85^{\circ} 43'$ East 70.25 feet; thence South $85^{\circ} 55'$ East 212.36 feet, the Northeast corner, a corner fence post; thence leaving said fence South $4^{\circ} 00'$ West 303.78 feet, a 1-1/2 inch capped iron pipe; thence South 250.00 feet to the point of beginning.

- k) All that portion of Sections 33 and 34, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Southeasterly corner of said roadway, from which the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 34 bears (2 courses) South 397.35 feet and North 89° 41' 20" East 1839.69 feet; thence from point of beginning West 67.00 feet a 3/4 inch capped iron pipe; thence along a curve to the right with a radius of 130 feet, the chord of which bears North 45° 00' West 183.85 feet, a similar pipe; thence North 138.54 feet to a similar pipe; thence along a curve to the left with a radius of 120.00 feet, the chord of which bears North 41° 11' West 158.03 feet, a similar pipe; thence North 82° 22' West 236.58 feet, a similar pipe; thence along a curve to the right with a radius of 330.00 feet, the chord of which bears North 59° 34' West 255.76 feet, a similar pipe; thence North 36° 46' West 87.35 feet to a similar pipe set on the Southerly right of way line of U.S. Highway No. 50; thence along said line North 53° 14' East 60.00 feet; thence leaving said line South 36° 46' East 87.35 feet; thence along the curve to the left with a radius of 270 feet, the chord of which bears South 59° 34' East 209.26 feet; thence South 82° 22' East 236.58 feet; thence along the curve to the right with a radius of 180.00 feet, the chord of which bears South 41° 11' East 237.50 feet; thence South 138.54 feet; thence along the curve to the left with a radius of 70.00 feet, the chord of which bears South 45° 00' East 99.00 feet; thence East 67.00 feet; thence South 60.00 feet to the point of beginning.

- 1) All that portion of the North half of the Southwest quarter of Section 34, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Southeast corner of the parcel herein described, a 1-1/2 inch capped iron pipe, from which the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 34, bears North 89° 41' 20" East 602.19 feet; thence from point of beginning South 89° 41' 20" West 1237.50 feet, the Southwest corner, a similar pipe; thence North 707.35 feet, the Northwest corner, a similar pipe; thence East 1237.50 feet, the Northeast corner, a 2 x 2 inch white stake from which a 1-1/2 inch capped iron pipe bears East 11.28 feet; thence from Northeast corner South 700.63 feet, to the point of beginning.

Assessors Parcel No.: 331-040-15-100
331-060-03-100

~~098723~~

102634

ESTATE OF FRANKLYN X. SHINN
SPOUSAL PROPERTY ORDER

Attachment 5 a
Decedent's Property Passing to Surviving Spouse

1. One-half (1/2) community property interest in the real property identified as assessor's parcel no. 331-040-15 and 331-060-03, located in El Dorado County.

Attachment 7 a
Property to be Determined as belonging to Surviving Spouse

1. One-half (1/2) community property interest in the real property identified as assessor's parcel no. 331-040-15 and 331-060-03, located in El Dorado County.



entire to you both as joint tenants
with right of survivorship
and consequent to club
established in 1967
2017
Continued to the 2nd page of
attached to this order

~~098723~~

102634



This is a true certified copy of the record if it bears the seal, imprinted in purple ink, the date of issuance and an original signature.

Dated: 12/16/02



Superior Court of California
County of El Dorado

By Deane J. [Signature]
Deputy

12/26/2002, 20020102634

~~12/16/2002, 20020098723~~

RECORDING REQUESTED BY

Scott L. Shimm

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME: Scott Lawrence Shimm
STREET ADDRESS: 303 Cliff Drive
CITY: Aptos, California
STATE: 95003
ZIP:

Title Order No. Record No.



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2003-0073332-00

Check Number 1663
Tuesday, JUL 22, 2003 13:03:16
Ttl Pd \$40.00 Nbr-0000456750
JLF/C2/1-6

- SPACE ABOVE THIS LINE FOR RECORDER'S USE -

DOCUMENTARY TRANSFER TAXES NONE 119.11
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

THE UNDERSIGNED GRANTOR (S)

Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Scott Lawrence Shimm, Successor Trustee of the Loris E. Shimm Living
Trust dated March 26, 1996

hereby GRANT(s) to Scott Lawrence Shimm, a married man

PCOS FILED

the following described real property in the Unincorporated Area
County of El Dorado, State of California:

Legal Description attached hereto and made
apart hereof.

Dated July 16, 2003

State of California
County of El Dorado
On July 16, 2003
before me, L. Wilson
personally appeared Scott Lawrence Shimm

Scott Lawrence Shimm

Handwritten signature of Scott Lawrence Shimm



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

WITNESS my hand and official seal.

Signature

Handwritten signature of L. Wilson

(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

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:

PARCEL NO. ONE:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

A) ALL THAT PORTION THEREOF LYING NORTHERLY OF THE PRESENT U.S. HIGHWAY NO. 50 AND THE OLD HIGHWAY NO. 50.

B) THAT CERTAIN PORTION OF LAND CONVEYED BY JOHN SALMON TO JERRY WENTZ, SR. BY DEED DATED APRIL 9, 1875, RECORDED IN BOOK 55 OF DEEDS, AT PAGE 25, RECORDS OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA.

C) A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER, A CONCRETE HIGHWAY MONUMENT 6 X 6 INCHES SQUARE, ON THE SOUTHERLY LINE OF THE PLACERVILLE AND SACRAMENTO STATE HIGHWAY AND NORTH SIDE OF CEDAR FENCE POST, FROM WHICH THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., BEARS SOUTH 4 DEGREES 07' WEST 2392.37 FEET; THENCE ON FENCE LINES SOUTH 84 DEGREES 14' EAST 504.75 FEET TO A FORKED OAK; THENCE SOUTH 89 DEGREES 05' EAST 224.9 FEET TO THE SOUTHEAST CORNER; THENCE NORTH 2 DEGREES 27' WEST 631.4 FEET TO THE NORTHEAST CORNER, A CEDAR FENCE POST MARKED R.N.E. COR. ON THE SOUTHERLY LINE OF SAID HIGHWAY; THENCE ON SOUTHERLY LINE OF SAID HIGHWAY SOUTH 50 DEGREES 18' WEST 903.4 FEET TO THE POINT OF BEGINNING.

D) BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF U.S. HIGHWAY 50 WHICH IS LOCATED SOUTH 19 DEGREES 02' EAST 2386.63 FEET FROM THE NORTHWEST CORNER, SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., SAID POINT ALSO BEING LOCATED NORTH 68 DEGREES 26' EAST 186.4 FEET FROM ENGINEERS STATION 180/ 87.34 AS SAID STATION IS SHOWN ON STATE HIGHWAY MAP, DISTRICT III, EL DORADO COUNTY, ROUTE 11, SECTION B, SHEET 8 OF 8 SHEETS, APPROVED BY C.H. WHITMORE, DISTRICT ENGINEER; THENCE FROM SAID POINT OF BEGINNING, ALONG THE SOUTH BOUNDARY OF SAID HIGHWAY 100 FEET WIDE, TO A POINT WHICH LIES SOUTH 52 DEGREES 50' 06" WEST 147.3 FEET MORE OR LESS FROM THE POINT OF BEGINNING, LAST SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY OF FRANK COOPER, ET UX, AS SAID PROPERTY IS RECORDED IN BOOK 262, PAGE 68, OFFICIAL RECORDS, COUNTY OF EL DORADO, THENCE LEAVING SAID HIGHWAY SOUTH 2 DEGREES 27' EAST 299.12 FEET ALONG THE BOUNDARY LINE BETWEEN THE PROPERTY OF FRANK COOPER, ET UX, AS SAID PROPERTY IS RECORDED IN ABOVE MENTIONED BOOK AND PAGE, AND THE PROPERTY OF JULIA C. DOBNAM SNOW, AS RECORDED IN BOOK 64, PAGE 4, OFFICIAL RECORDS, COUNTY OF EL DORADO, THENCE NORTH 73 DEGREES 34' EAST 113.85 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE PROPERTY OF STATE OF CALIFORNIA, RECORDED IN BOOK 267

EXHIBIT "A"
LEGAL DESCRIPTION continued

OF OFFICIAL RECORDS OF EL DORADO COUNTY, AT PAGE 422; THENCE NORTH 0 DEGREES 46' WEST 355.57 FEET ALONG THE WEST BOUNDARY OF THE PROPERTY OF STATE OF CALIFORNIA AS RECORDED IN BOOK 267, PAGE 422, TO THE POINT OF BEGINNING.

E) BEGINNING AT A POINT ON THE SOUTHERLY HIGHWAY RIGHT OF WAY LINE FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 34, BEARS NORTH 19 DEGREES 02' WEST 2386.65 FEET AND WHICH SAID POINT OF BEGINNING IS ALSO LOCATED NORTH 68 DEGREES 26' EAST 186.4 FEET FROM ENGINEER'S STATION 180/87.35, AS SHOWN ON THE OFFICIAL HIGHWAY MAP, DISTRICT III, ROUTE II, SECTION B, SHEET 8 OF 8 SHEETS, APPROVED BY C.H. WHITMORE, DISTRICT ENGINEER; THENCE FOLLOWING A CURVE TO THE LEFT ALONG THE SOUTH HIGHWAY RIGHT OF WAY LINE, WHICH CURVE CONTAINS A CENTRAL ANGLE OF 5 DEGREES 16', A RADIUS OF 3050 FEET, AN ARC LENGTH OF 280.36 FEET AND A CHORD WHICH BEARS NORTH 48 DEGREES 24' EAST 279.84 FEET TO A POINT; THENCE LEAVING SAID HIGHWAY RIGHT OF WAY, SOUTH 1 DEGREES 33' EAST 477.37 FEET TO A POINT; THENCE SOUTH 73 DEGREES 34' WEST 226.73 FEET TO A POINT; THENCE NORTH 0 DEGREES 46' WEST 355.57 FEET TO A POINT OF BEGINNING.

F) COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, A 1/2 INCH IRON BAR SET FLUSH IN SLATE STRATA, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD HIGHWAY 50, AS IT INTERSECTS THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 50, FROM WHICH POINT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., BEARS NORTH 29 DEGREES 59' WEST 2277.83 FEET, ALSO FROM WHICH POINT ENGINEER STATION 180/87.35 ON THE CENTERLINE SURVEY OF HIGHWAY 50, AS SHOWN ON THE OFFICIAL CALIFORNIA, HIGHWAY MAP, DISTRICT III, ROUTE II, SECTION B, SHEET 8 OF 8 SHEETS APPROVED BY C.H. WHITMORE, BEARS SOUTH 56 DEGREES 44' WEST 637.03 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 57 DEGREES 37' EAST 36.58 FEET TO A 6 INCH BY 6 INCH CONCRETE HIGHWAY RIGHT OF WAY MARKER SET IN THE GROUND ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD HIGHWAY 50; THENCE NORTH 64 DEGREES 40' EAST 174.56 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER THEREOF, A 1 INCH IRON BAR SET IN A MOUND OF ROCKS; THENCE SOUTH 3 DEGREES 12' EAST 480.13 FEET TO THE SOUTHEAST CORNER THEREOF, A 3/4 INCH HEX DRILL STEEL SET IN A MOUND OF ROCKS; THENCE NORTH 86 DEGREES 14' WEST 195.10 FEET TO THE SOUTHWEST CORNER THEREOF, A 3/4 INCH HEX DRILL STEEL SET IN A MOUND OF ROCKS; THENCE NORTH 3 DEGREES 12' WEST 372.52 FEET TO THE POINT OF COMMENCEMENT.

G) COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED SAID POINT BEING SITUATE ON THE SOUTHERLY BOUNDARY OF OLD HIGHWAY NO. 50 FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 34 BEARS NORTH 29 DEGREES 59' WEST 2277.83 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND RUNNING SOUTH 3 DEGREES 12' EAST 372.52 FEET; THENCE SOUTH 86 DEGREES 14' EAST 195.10 FEET; THENCE SOUTH 3 DEGREES 12' EAST 100 FEET TO THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 76 DEGREES 14' 20" WEST 368.75 FEET TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 1 DEGREES 33' WEST 477.37 FEET TO THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED SAID POINT BEING SITUATE ON THE APPROXIMATE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF THE U.S. HIGHWAY NO. 50 AND THE SOUTHERLY BOUNDARY OF OLD HIGHWAY NO. 50; THENCE ALONG THE SOUTHERLY BOUNDARY OF THE OLD HIGHWAY NO. 50 NORTH 57 DEGREES 37' 20" EAST 177.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
LEGAL DESCRIPTION continued

H) BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF PLEASANT VALLEY ROAD, BASED ON THE MAY 20, 1913 PLANS (III, ED, 11, B, SHEET 10 OF 13), PLUS FOUND RIGHT OF WAY MONUMENTS, AND THE NORTH/SOUTH CENTERLINE OF SAID SECTION 34, FROM WHICH THE QUARTER SECTION CORNER COMMON TO SECTIONS 27 AND 34 BEARS NORTH 02 DEGREES 06' 09" EAST 1354.75 FEET DISTANT; THENCE FROM THE TRUE POINT OF BEGINNING ALONG SAID NORTH/SOUTH CENTERLINE SOUTH 02 DEGREES 06' 09" WEST 69.07 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT OF WAY LINE OF THE PLEASANT VALLEY ROAD RECONSTRUCTION PROJECT; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) NORTH 87 DEGREES 55' 51" WEST 37.65 FEET AND 2) SOUTH 83 DEGREES 17' 49" WEST 65.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID 1913 PLANS, SAID POINT BEING 39.74 FEET SOUTHERLY MEASURED RADIALLY FROM ENGINEER'S STATION 225+72.37; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) SOUTH 64 DEGREES 44' 32" WEST 572.49 FEET TO A POINT 35 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM ENGINEER'S STATION 220+00; 2) SOUTH 64 DEGREES 12' 24" WEST 914.91 FEET TO A POINT LOCATED SOUTH 41 DEGREES 32' 54" EAST 37.4 FEET FROM ENGINEER'S STATION 210+74.8 AND 3) SOUTH 59 DEGREES 39' 24" WEST 166.31 FEET TO A POINT AT THE INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE 1933 ALIGNMENT OF U.S. HIGHWAY 50, PRESENTLY CALLED MOTHER LODE DRIVE; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3050 FEET, THE CHORD OF WHICH BEARS NORTH 42 DEGREES 38' 54" EAST 131.84 FEET TO A POINT ON THE CENTERLINE OF SAID 1913 PLANS; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 700 FEET, THE CHORD OF WHICH BEARS NORTH 62 DEGREES 55' 00" EAST 33.02 FEET; THENCE NORTH 64 DEGREES 16' 06" EAST 1532.90 FEET (RECORD NORTH 63 DEGREES 47' EAST 1533.0 FEET) TO THE POINT OF TANGENCY OF A 250 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE ALONG THE ARC OF SAID CURVE, THE CHORD WHICH BEARS NORTH 75 DEGREES 01' 27" EAST 93.31 FEET TO THE TRUE POINT OF BEGINNING.

I) A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, MARKED BY A 1-1/2 INCH CAPPED IRON PIPE; THENCE ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION 34, SOUTH 2 DEGREES 07' WEST 535.04 FEET; THENCE SOUTH 89 DEGREES 41' 20" WEST 1820.05 FEET; THENCE 534.56 FEET NORTH TO A 1-1/2 INCH CAPPED IRON PIPE; THENCE ALONG SAID LINE NORTH 89 DEGREES 41' 20" EAST 1237.50 FEET TO A SIMILAR PIPE; THENCE LEAVING SAID LINE NORTH 700.63 FEET TO A 2 X 2 WHITE STAKE; THENCE EAST 11.28 FEET TO A 1-1/2 INCH CAPPED IRON PIPE; THENCE SOUTH 8 DEGREES 30' EAST 431.64 FEET TO A SIMILAR PIPE; THENCE EAST 537.24 FEET TO A SIMILAR PIPE, A POINT ON THE NORTH SOUTH CENTERLINE OF SAID SECTION 34; THENCE ALONG SAID LINE SOUTH 2 DEGREES 07' WEST 270.60 FEET TO THE POINT OF BEGINNING.

J) A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, A POINT FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34 BEARS (2 COURSES) SOUTH 457.35 FEET AND NORTH 89

EXHIBIT "A"
LEGAL DESCRIPTION continued

DEGREES 41' 20" EAST 1839.69 FEET; THENCE FROM POINT OF BEGINNING WEST 67.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70 FEET, THE CHORD OF WHICH BEARS NORTH 45 DEGREES 00' WEST 99.00 FEET; THENCE NORTH 138.54 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 180 FEET, THE CHORD OF WHICH BEARS NORTH 41 DEGREES 11' WEST 237.05 FEET; THENCE NORTH 82 DEGREES 22' WEST 236.58 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 270 FEET, THE CHORD OF WHICH BEARS NORTH 59 DEGREES 34' WEST 209.26 FEET; THENCE NORTH 36 DEGREES 46' WEST 87.35 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 50; THENCE ALONG SAID LINE NORTH 53 DEGREES 14' EAST 25.94 FEET; THENCE LEAVING SAID LINE SOUTH 84 DEGREES 38' EAST 43.77 FEET, A 6 X 6 INCH CONCRETE MONUMENT; THENCE ALONG A FENCE SOUTH 83 DEGREES 32' EAST 78.28 FEET; THENCE SOUTH 84 DEGREES 0' EAST 182.37 FEET; THENCE SOUTH 84 DEGREES 45' EAST 176.16 FEET; THENCE SOUTH 85 DEGREES 43' EAST 70.25 FEET; THENCE SOUTH 85 DEGREES 55' EAST 212.36 FEET, THE NORTHEAST CORNER, A CORNER FENCE POST; THENCE LEAVING SAID FENCE SOUTH 4 DEGREES 00' WEST 303.78 FEET, A 1 1/2 INCH CAPPED IRON PIPE; THENCE SOUTH 250.00 FEET TO THE POINT OF BEGINNING.

K) ALL THAT PORTION OF SECTIONS 33 AND 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID ROADWAY, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34 BEARS (2 COURSES) SOUTH 397.35 FEET AND NORTH 89 DEGREES 41' 20" EAST 1839.69 FEET; THENCE FROM POINT OF BEGINNING WEST 67.00 FEET A 3/4 INCH CAPPED IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 130 FEET, THE CHORD OF WHICH BEARS NORTH 45 DEGREES 00' WEST 183.85 FEET, A SIMILAR PIPE; THENCE NORTH 138.54 FEET TO A SIMILAR PIPE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 120.00 FEET, THE CHORD OF WHICH BEARS NORTH 41 DEGREES 11' WEST 158.03 FEET, A SIMILAR PIPE; THENCE NORTH 82 DEGREES 22' WEST 236.58 FEET, A SIMILAR PIPE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET, THE CHORD OF WHICH BEARS NORTH 59 DEGREES 34' WEST 255.76 FEET, A SIMILAR PIPE; THENCE NORTH 36 DEGREES 46' WEST 87.35 FEET TO A SIMILAR PIPE SET ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 50; THENCE ALONG SAID LINE NORTH 53 DEGREES 14' EAST 60.00 FEET; THENCE LEAVING SAID LINE SOUTH 36 DEGREES 46' EAST 87.35 FEET; THENCE ALONG THE CURVE TO THE LEFT WITH A RADIUS OF 270 FEET, THE CHORD OF WHICH BEARS SOUTH 59 DEGREES 34' EAST 209.26 FEET; THENCE SOUTH 82 DEGREES 22' EAST 236.58 FEET; THENCE ALONG THE CURVE TO THE RIGHT WITH A RADIUS OF 180.00 FEET, THE CHORD OF WHICH BEARS SOUTH 41 DEGREES 11' EAST 237.50 FEET; THENCE SOUTH 138.54 FEET; THENCE ALONG THE CURVE TO THE LEFT WITH A RADIUS OF 70.00 FEET, THE CHORD OF WHICH BEARS SOUTH 45 DEGREES 00' EAST 99.00 FEET; THENCE EAST 67.00 FEET; THENCE SOUTH 60.00 FEET TO THE POINT OF BEGINNING.

L) ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED, A 1-1/2 INCH CAPPED IRON PIPE, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, BEARS NORTH 89 DEGREES 41' 20" EAST 602.19 FEET; THENCE FROM POINT OF BEGINNING SOUTH 89 DEGREES 41' 20" WEST 1237.50 FEET, THE SOUTHWEST CORNER, A SIMILAR PIPE; THENCE NORTH 707.35 FEET,

073332

Order No. 202-55831

EXHIBIT "A"
LEGAL DESCRIPTION *continued*

THE NORTHWEST CORNER, A SIMILAR PIPE; THENCE EAST 1237.50 FEET, THE NORTHEAST CORNER, A 2 X 2 INCH WHITE STAKE FROM WHICH A 1-1/2 INCH CAPPED IRON PIPE BEARS EAST 11.28 FEET; THENCE FROM NORTHEAST CORNER SOUTH 700.63 FEET, TO THE POINT OF BEGINNING.

ASSESSORS PARCEL NO.: 331 -040-15-100 AND 331-060-03-100

EXHIBIT 2

**Purchase and Sale Agreement
El Dorado County Animal Control Shelter**

APN 331-620-02

**Thomas Edson Shinn
And
Linda Lou Fine**

DOC - 2003-0111924-00

RECORDING REQUESTED BY:

THOMAS EDSON SHINN
LINDA LOU FINE

AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENT TO:

THOMAS EDSON SHINN
LINDA LOU FINE
4880 KINGVALE ROAD
EL DORADO, CA 95623

Title Order No.
Escrow No. *20256064-C5*



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2003-0111924-00

Act 8-PLACER TITLE CO
Thursday, OCT 30, 2003 08:22:55
Ttl Pd \$19.00 Nbr-0000506117
JDK/C2/1-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

Documentary Transfer Tax: \$-0-11911
— COMPUTED ON FULL VALUE OF
PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS
LIENS AND ENCUMBRANCES REMAINING
AT TIME OF SALE.

SEE UNDERSIGNED

Signature of Declarant or Agent determining tax. Firm
Name

GRANT DEED

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOYCE SHINN, AS TO AN UNDIVIDED 1/2 INTEREST AND SCOTT LAWRENCE SHINN, A
MARRIED MAN AS TO AN UNDIVIDED 1/2 INTEREST

Hereby GRANT (S) to

THOMAS EDSON SHINN AND LINDA LOU FINE, EACH AS TO AN UNDIVIDED 1/2 INTEREST

The following described real property in the Unincorporated Area, County of El Dorado, State of
California:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Portions of APN 331-040-15 and 331-060-03

The purpose of this deed is to affect a Boundary Line Adjustment between the land of the parties
named herein.

Joyce Shinn
JOYCE SHINN

Date: 08-15-03

THIS DOCUMENT SIGNED IN COUNTERPART
SCOTT LAWRENCE SHINN

111924

RECORDING REQUESTED BY:

**THOMAS EDSON SHINN
LINDA LOU FINE**

**AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENT TO:**

**THOMAS EDSON SHINN
LINDA LOU FINE
4880 KINGVALE ROAD
EL DORADO, CA 95623**

**Title Order No.
Escrow No.**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

**Documentary Transfer Tax: \$ -0-
— COMPUTED ON FULL VALUE OF
PROPERTY CONVEYED,
— OR COMPUTED ON FULL VALUE LESS
LIENS AND ENCUMBRANCES REMAINING
AT TIME OF SALE.**

SEE UNDERSIGNED

**Signature of Declarant or Agent determining tax. Firm
Name**

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**JOYCE SHINN, AS TO AN UNDIVIDED 1/2 INTEREST AND SCOTT LAWRENCE SHINN, A
MARRIED MAN AS TO AN UNDIVIDED 1/2 INTEREST**

Hereby GRANT (S) to

THOMAS EDSON SHINN AND LINDA LOU FINE, EACH AS TO AN UNDIVIDED 1/2 INTEREST

**The following described real property in the Unincorporated Area, County of El Dorado, State of
California:**

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

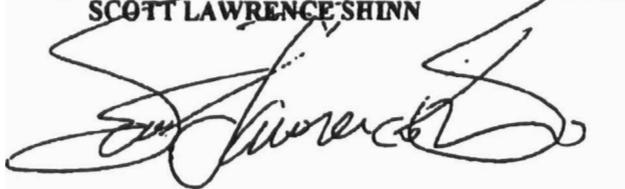
Portions of APN 331-040-15 and 331-060-03

**The purpose of this deed is to affect a Boundary Line Adjustment between the land of the parties
named herein.**

**THIS DOCUMENT SIGNED IN
COUNTERPART**

JOYCE SHINN

Date: 08-20-03


SCOTT LAWRENCE SHINN


111924

STATE OF California)
COUNTY OF El Dorado

On August 15, 2003 before me, L. Wilson

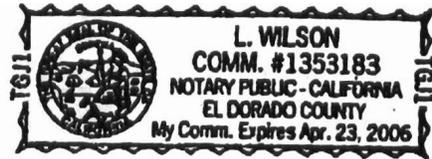
DATE

Personally appeared, Joyce Shim

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.

L. Wilson (SEAL)
NOTARY PUBLIC SIGNATURE



STATE OF _____)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

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.

NOTARY PUBLIC SIGNATURE (SEAL)

111924

STATE OF California)
COUNTY OF El Dorado)

On Aug. 20, 2003 before me, Cathy French
DATE

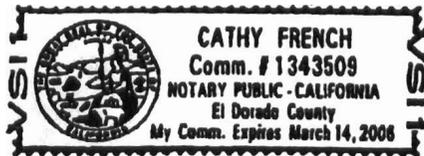
Personally appeared, Scott Lawrence Shinn *****

~~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.

Cathy French
NOTARY PUBLIC SIGNATURE

(SEAL)



STATE OF _____)
COUNTY OF _____)

On _____ before me, _____
DATE

Personally appeared, _____

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.

NOTARY PUBLIC SIGNATURE

(SEAL)

111924

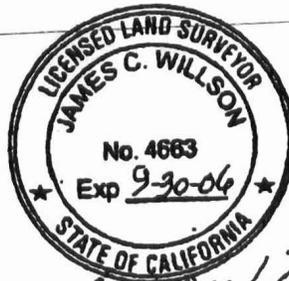
EXHIBIT A

All that real property situate in the County of El Dorado, State of California described as follows:

All that portion of the West Half of Section 34 Township 10 North, Range 10 East, M. D. M. more particularly described as follows:

Beginning at a point on the North-South centerline of said Section 34 from which the North Quarter Corner bears North 02° 07' 28" East, 2,067.31 feet, said point being marked by a ¼ inch capped iron pipe stamped LS 4663; thence leaving said Point of Beginning South 02° 07' 28" West, 1719.89 feet to the Northeast corner of that certain parcel 4 described in that certain Grant Deed to Ed H. Shinn and Agnes Shinn recorded in Book 1018 of Official Records at Page 397 in the El Dorado County Records, State of California; thence along the Northerly boundary of said Parcel 4 West, 537.24 feet; thence North 8° 30' 00" West, 431.64 feet; thence West, 11.18 feet to the Northwest corner of said Parcel 4 and being the Northeast corner of Parcel 1 of said Grant Deed; thence along the North boundary of said Parcel 1 West, 1,237.50 feet to the Northwest corner of said Parcel 1 being a point in the East boundary of Parcel 2 of said Grant Deed; thence along the said West boundary North 05° 22' 26" East (record North 04° 00' 00" East), 284.03 feet (record 303.78 feet) to the Northeast corner of said Parcel 2 and being the Southeast corner of that certain Parcel 2 as shown on that certain Parcel map filed in Book 40 of Parcel Maps at Page 122 in the El Dorado County Recorders Office, State of California; thence along the East boundary of said Parcel 2 of said Parcel Map and Parcel 3 of said Parcel Map North 02° 27' 53" West, 310.99 feet; thence North 72° 49' 23" East, 347.14 feet; thence North 75° 18' 19" East, 368.67 feet; thence South 04° 08' 01" East, 126.82 feet to a ¼ inch capped iron pipe stamped LS 4663; thence North 62° 24' 08" East, 1357.27 feet to the point of beginning.

The purpose of this description is to effect a lot line adjustment between the Grantor and the Grantee herein, and is referenced on that Record of Survey filed on October 30th, 2003 in Book 26 of Records of Survey at Page 117 of the official records of the County of El Dorado.



James C. Willson
9-12-03

EXHIBIT 3 LEGAL DESCRIPTION

A portion of the South half of the Northwest Quarter together with a portion of the North Half of the Southwest Quarter of Section 34, T.10N. , R.10E., M.D.M.

Also being a portion of Tract 1, as filed in Book 26 of Record of Surveys, Page 117 in the office of the County Recorder, County of El Dorado, State of California, more particularly described as follows:

Beginning at the Northwest corner of said parcel, a ¾" capped iron pipe stamped L.S.4663, 2001 from which point the Northwest corner of said Section 34, a 2" capped iron pipe stamped HL-1925 and appropriately stamped for said section corner bears the following (9) courses of record; (1) South 75°18'19" West 368.66 feet, (2) South 72°49'23" West 347.14 feet, (3) South 2°27'53" East 310.99 feet, (4) North 89°01'14" West 224.90 feet, (5) North 84°10'34" West 543.11 feet, (6) South 53°19'08" West 88.31 feet, (7) South 36°46'00" East 55.80 feet, (8) North 2°15'59" East 352.11 feet, (9) North 2°15'59" East 2644.69 feet, thence from said Point of Beginning, North 75°18'19" East 200.54 feet, thence South 2°27'53" East 79.03 feet to a point on the common boundary of Tract 1 and Tract 2 as shown in said Book 26 of Record of Surveys, Page 117, thence along said common boundary South 62°24'08" West 212.41 feet to a ¾" capped iron pipe being the Southwest corner of aforementioned Tract 1, thence along a portion of the west boundary of said Tract 1 North 4°08'01" West 126.82 feet, to the Point of Beginning.

End of description.

This legal description was prepared under the direction
of George W. Sanders, R.C.E. 29667.

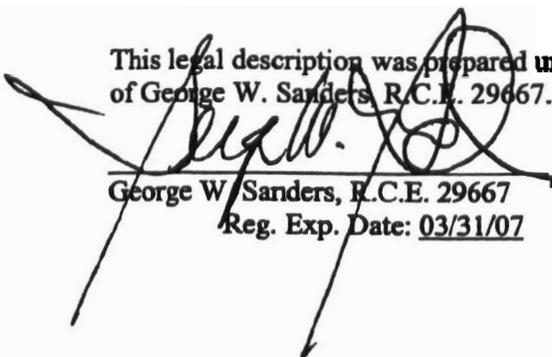
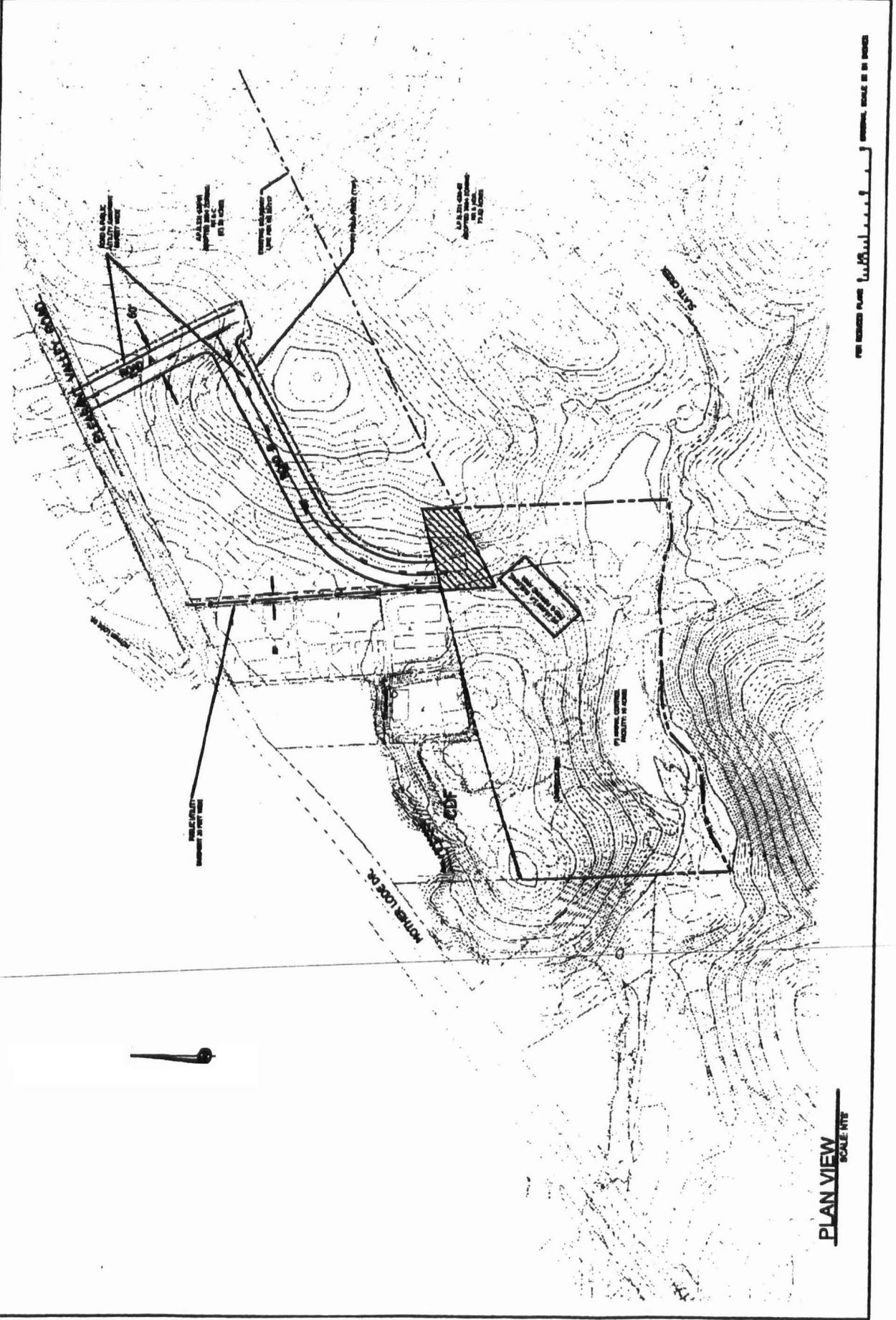

George W Sanders, R.C.E. 29667
Reg. Exp. Date: 03/31/07



EXHIBIT 3-A

<p>2000 Per Line Count Placerville, CA 95667 (209) 821-5850 County of El Dorado General Services Department Facility Services Division</p>		<p>3000 FAIRLANE CT. SU #2 PLACERVILLE, CA 95667</p>
<p>PROJECT NO. _____ DRAWING NO. _____ SHEET NO. _____</p>		<p>EXHIBIT 3-A PAGE 1 OF 1</p>



PLAN VIEW
SCALE: 1" = 100' FT

FOR REVISION PLANS (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

EXHIBIT 4 LEGAL DESCRIPTION

A portion of the South half of the Northwest Quarter together with a portion of the North Half of the Southwest Quarter of Section 34, T.10N. , R.10E., M.D.M.

Also being a portion of Tract 2, as filed in Book 26 of Record of Surveys, Page 117 in the office of the County Recorder, County of El Dorado, State of California, more particularly described as follows:

Beginning at the Northwest corner of said parcel, a ¾" capped iron pipe stamped L.S.4663, 2001 from which point the Northwest corner of said Section 34, a 2" capped iron pipe stamped HL-1925 and appropriately stamped for said section corner bears the following (7) courses of record; (1)South 2°27'53" East 310.99 feet, (2)North 89°01'14" West 224.90 feet, (3)North 84°10'34" West 543.11 feet, (4)South 53°19'08" West 88.31 feet, (5)South 36°46'00" East 55.80 feet, (6)North 2°15'59" East 352.11 feet, (7)North 2°15'59" East 2644.69 feet, thence from said Point of Beginning, North 72°49'23" East 347.14 feet to a ¾" capped iron pipe stamped L.S. 3961, thence North 75°18'19" East 368.66 feet to a capped iron pipe stamped L.S. 4663, 2001, thence South 4°08'01" East 126.82 feet to a ¾" capped iron pipe stamped L.S.4663, 2001, thence North 64°24'08" East 212.41 feet to a point on the common boundary of Tract 1 and Tract 2 as shown in Book 26 of Record of Surveys, Page 117, thence leaving the common boundary South 2°27'53" East 575.43 feet to the centerline of Slate Creek, thence generally along the centerline of Slate Creek the (33) courses; (1)South 87°47'51" West 10.84, (2)South 82°40'45" West 24.20 feet, (3)South 79°29'02" West 23.59 feet, (4)South 86°42'32" West 22.26 feet, (5)North 82°22'34" West 10.68 feet, (6)North 75°34'04" West 23.41 feet, (7)North 69°18'58" West 17.46 feet, (8)North 78°41'24" West 10.99 feet, (9)North 82°31'49" West 38.55 feet, (10)North 82°05'57" West 20.61 feet, (11)North 70°03'27" West 10.02 feet, (12)South 89°25'03" West 57.97 feet, (13)South 83°25'07" West 19.58 feet, (14)South 71°39'54" West 15.10 feet, (15)South 88°17'43" West 13.31 feet, (16)North 69°03'08" West 7.17 feet, (17)South 88°30'21" West 151.58 feet, (18)South 82°27'57" West 24.51 feet, (19)South 76°49'58" West 18.66 feet, (20)South 73°40'44" West 15.72 feet, (21)South 74°02'25" West 21.10 feet, (22)South 59°20'57" West 10.03 feet, (23)South 48°17'33" West 48.22 feet, (24)South 43°59'21" West 31.25 feet, (25)South 54°45'09" West 21.69 feet, (26)South 74°05'15" West 20.65 feet, (27)South 81°31'27" West 20.95 feet, (28)South 87°12'53" West 46.30 feet, (29)South 81°32'35" West 35.13 feet, (30)South 68°58'58" West 33.92 feet, (31)South 75°27'11" West 13.60 feet, (32)South 60°26'16" West 35.64 feet, (33)South 61°42'45" West 62.14 feet, thence leaving the centerline of Slate Creek North 2°27'53" West 177.74 feet to a ¾" capped iron pipe stamped L.S. 4663, 2001 said point on the westerly boundary of aforementioned Tract 2, thence North 2°27'53" West 310.99 feet to the Point of Beginning.

End of description.

This legal description was prepared under the direction of George W. Sanders, R.C.E. 29667.

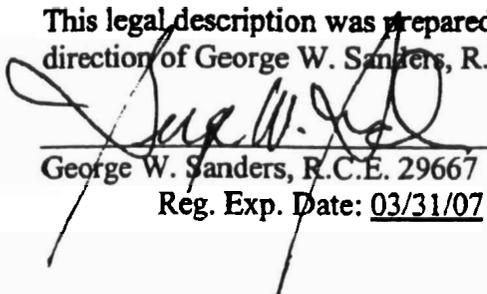
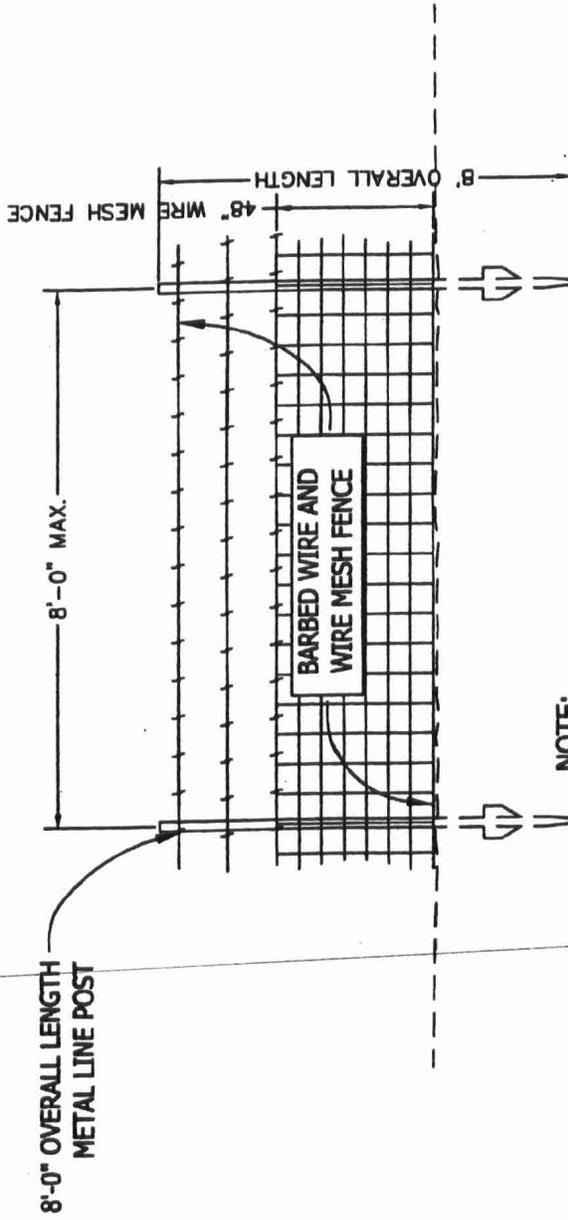

George W. Sanders, R.C.E. 29667
Reg. Exp. Date: 03/31/07



EXHIBIT 7



NOTE:
SEE CAL TRANS STD. PLAN
A86 FOR ADDITIONAL
NOTES AND DETAILS

WM AND BW FENCE DETAIL

NTS

FOR REDUCED PLANS SEE DRAWING SCALE IN INDEX

FACILITY SERVICES
3000 FAIRLANE CT. SU #2
PLACERVILLE, CA 95667

County of El Dorado
General Services Department
Facility Services Division
2000 Fair Lane Court, Placerville, CA 95667 (530) 871-5450

90272226
SHEET NO.
JOB NO.
DATE

EXHIBIT 7
PAGE 1 OF 1