APN:

117-160-05 Old APN: 108-470-05

Project#: 66101

Escrow#: 205-9942

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 EL DORADO HILLS INVESTORS, LTD, A

CALIFORNIA LIMITED PARTNERSHIP, referred to herein as ("Seller"), with reference to the

following facts:

B.

RECITALS

Seller owns that certain real property located in El Dorado County, California, a legal description A.

of which is attached hereto as Exhibit A (the "Property").

County desires to purchase an interest in the Property as a Slope Easement as described and

depicted in Exhibit B and the exhibits thereto and a Temporary Construction Easement (TCE) as

described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and

collectively referred to hereinafter as "the Easement Acquisition Properties", 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:

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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 Acquisition Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto. The terms of the Slope Easement and TCE shall be those set forth in Exhibits B and C respectively, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Easement Acquisition Properties is in the amount of \$3,400.00 for the Slope Easement and \$700.00 for the TCE, for a total of \$4,100.00 (Four-Thousand One-Hundred **Dollars**, exactly). Seller and County hereby acknowledge that the fair market value of the Easement Acquisition Properties is \$4,100.00.

3. ESCROW

The acquisition of the Easement Acquisition Properties shall be consummated by means of Escrow No. 205-9942, 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 Slope Easement and TCE from Seller to County for the Easement Acquisition Properties. 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 August 31,

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2007, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of

this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

A. The Escrow Holder's fees; and

B. Recording fees, if applicable; and

C. The premium for the policy of title insurance, if applicable; and

D. Documentary transfer tax, if any; and

E. All costs of executing and delivering the Slope Easement and TCE; and

F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall, by Slope Easement and TCE, grant to County the Easement Acquisition Properties, free and

clear of title defects, liens, and encumbrances that would render the Easement Acquisition Properties

unsuitable for their 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.

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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 Slope Easement and TCE.

7. POSSESSION

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

the right to possession and use of the Slope Easement by County shall commence upon the date of the

recording of the Slope Easement by County. The amount of the Purchase Price shown in Section 2

herein includes, but is not limited to, full payment for such possession and use of the Slope Easement,

including damages to property described in said easement, if any. Damages for the purpose of this

agreement does not include damages to surrounding property by County or anyone in County's

employment or acting for County that are due to negligent acts of said person(s) during the construction

or maintenance of the Slope Easement.

8. 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 Acquisition Properties are 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.

9. 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.

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10. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Easement Acquisition

Properties, 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.

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder the Slope Easement and the TCE for the

Easement Acquisition Properties 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 Certificates of Acceptance to be attached to and recorded with the Slope

Easement and TCE.

C. Escrow Holder shall:

(i) Record Slope Easement and TCE for the Easement Acquisition Properties described

and depicted in Exhibits B and C and the exhibits thereto, together with County's

Certificates of Acceptance.

(ii) Cause the policy of title insurance to be issued.

(iii) Deliver the just compensation to Seller.

Seller's Initial

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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:

Mr. Tony Mansour

El Dorado Hills Investors, LTD 4477 Golden Foothill Parkway El Dorado Hills, CA 95762

COUNTY:

County of El Dorado

Board of Supervisors

Attention: Clerk of the Board

330 Fair Lane

Placerville, CA 95667

Seller's Initial

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COPY TO: County of El Dorado

Department of Transportation Attn: R/W Program Manager

2850 Fairlane Court Placerville, CA 95667

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.

Seller's Initials

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20. <u>LEASE WARRANTY PROVISION</u>

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

period of one month.

21. CONSTRUCTION CONTRACT WORK

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws,

ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

All structures, improvements or other facilities, when removed and relocated, or reconstructed by

County, shall be left in as good a condition as found.

22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's

Property, (Assessor's Parcel Number: 117-160-05) where necessary to perform the replacement and/or

reconstruction as described in Section 21 of this Agreement. Seller understands and agrees that after

completion of the work described in Section 21, said facilities, except utility facilities, will be

considered Seller's sole property and Seller will be responsible for their maintenance

23. 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.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter

hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be

binding unless executed in writing by the party to be bound thereby.

Seller's Initials

APN: 117-160-05 Old APN: 108-470-05

Project#: 66101 Escrow#: 205-9942

SELLER:

EL DORADO HILLS INVESTORS, L Date: 5/25/07	By:	El Dorado Hills Investors, LTD By: The Mansour Company, Its General Partner Anthony E. Mansour, CEO
COUNTY OF EL DORADO:		
Date:	Ву:	Helen K. Baumann, 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 SECTION 11, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL 5, AS SHOWN ON THE PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON AUGUST 3, 2000, IN BOOK 47 OF PARCEL MAPS, AT PAGE 80.

A.P.N. 108-470-05-100 (OLD) 117-160-05-100 (NEW)

EXHIBIT "B"

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

Above section for Recorder's use

Mail Tax Statements to above.

Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EL DORADO HILLS INVESTORS, LTD, A CALIFORNIA LIMITED PARTNERSHIP, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

	VITNESS WHEREOF, Grantors have of, 2007.	e herein subscribed their names on this	_
GRA	ANTOR:		
	OORADO HILL INVESTORS, LTD TNERSHIP	, A CALIFORNIA LIMITED	
Ву:		<u> </u>	
	El Dorado Hills Investors, LTD		
	By: The Mansour Company,		
	Its General Partner		

Anthony E. Mansour, CEO

Notary Acknowledgements Follow

EXHIBIT "A" LEGAL DESCRIPTION SLOPE EASEMENT

All that portion of Parcel 5, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most easterly corner of said parcel, the beginning of a 324.584 meter (1,064.91 foot) radius curve concave southeasterly; thence along said boundary the following 3 courses: 1) southwesterly an arc distance of 142.957 meters (469.02 feet), through a central angle of 25°14'06", and subtended by a chord which bears South 38°58'09" West (cite South 38°58'20" West) 141.805 meters (465.24 feet); 2) South 26°20'01" West 91.466 meters (300.08 feet) to the beginning of a 13.710 meter (44.98 foot) radius non-tangent curve to the right; 3) southwesterly along said curve an arc distance of 11.068 meters (36.31 feet), through a central angle of 46°15'16", and subtended by a chord which bears South 49°25'09" West 10.770 meters (35.33 feet); thence leaving said boundary North 19°47'15" East 31.215 meters (102.41 feet); thence North 24°13'40" East 16.606 meters (54.48 feet) to the boundary common to Parcels 5 and 'H' of said map; thence along said common boundary the following 3 courses: 1) South 34°45'10" East (cite South 34°44'13" East) 2.620 meters (8.60 feet); thence North 26°20'01" East (cite North 26°20'58" East) 77.942 meters (255.71 feet); thence North 64°45'48" West (cite North 64°44'51" West) 4.794 meters (15.73 feet); thence leaving said common boundary North 25°41'01" East 20.717 meters (67.97 feet); thence North 35°27'28" East 26.611 meters (87.31 feet) to the boundary common to said Parcel 5 and Parcel 'A', as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 53, in the office of the El Dorado County Recorder, and the beginning of a 323.061 meter (1,059.91 foot) radius non-tangent curve to the right; thence northeasterly along said curve and boundary an arc distance of 78.548 meters (257.70 feet), through a central angle of 13°55'50", and subtended by a chord which bears North 55°16'57" East (cite North 55°19'36" East) 78.354 meters (257.07 feet) to the point of beginning, containing 0.1939 hectares (0.479 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

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



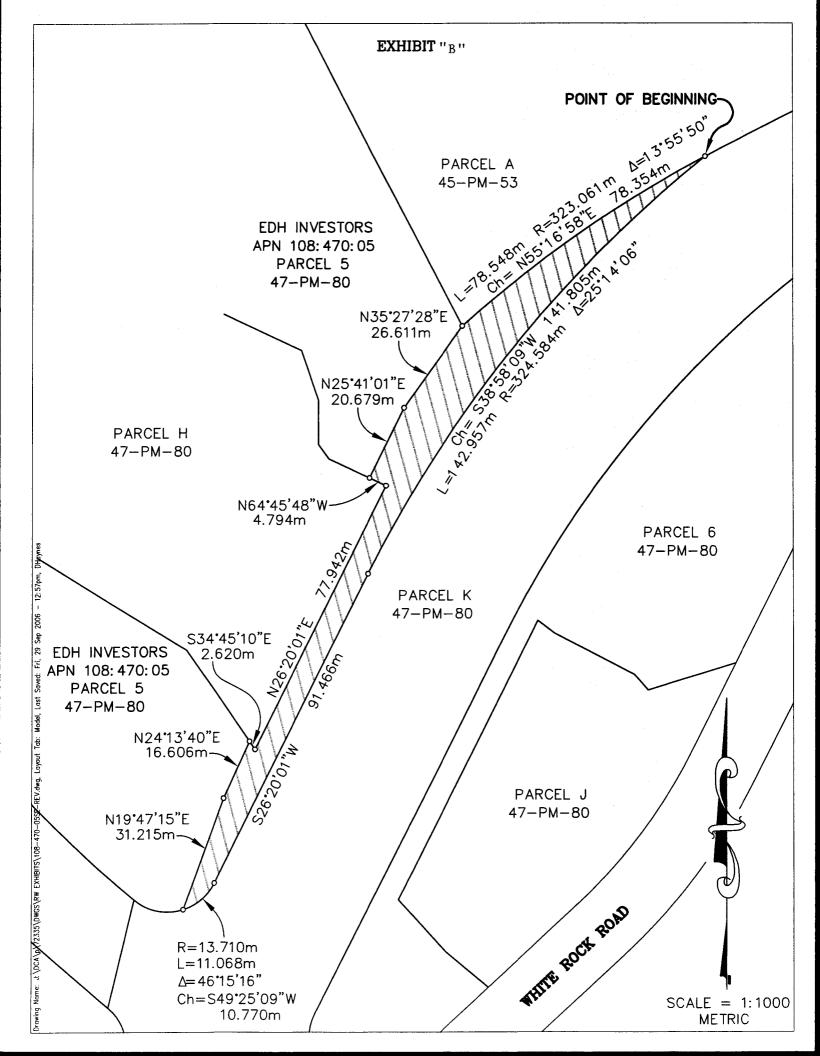


EXHIBIT "C"

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

Assessor's Parcel Number: 117-160-05

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2

Project #66101 APN: 117-160-05

TEMPORARY CONSTRUCTION EASEMENT

EL DORADO HILLS INVESTORS LTD, A CALIFORNIA LIMITED PARTNERSHIP, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A and B attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

- 1. For good and valuable consideration, as more specifically described in the Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated XX/XX/2007, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
- 2. Grantor represents and warrants that she/he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
- 3. This temporary construction easement is necessary for the purpose of constructing the Latrobe Road Widening Project Phase 2. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Latrobe Road Widening Project Phase 2. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "C"

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 6 (Six) months of construction, together with the one-year warranty period. In the event that construction of the Latrobe Road Widening Project Phase 2 is not completed within 6 (six) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$116.66 (One-Hundred Sixteen Dollars and Sixty-Six Cents, exactly) will be paid to Grantor, until construction is completed.
- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR:

EL DORADO HILLS INVESTORS, LTD A CALIFORNIA LIMITED PARTNERSHIP

Executed on thi	s date:	>	2007
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By:

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

EXHIBIT "A" LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 5, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

PORTION 1

Beginning at an angle point on the easterly boundary of said Parcel 5, coincident with the most southerly corner of Parcel 'A', as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 53, in the office of the El Dorado County Recorder; **thence from said point of beginning** and leaving said boundary South 35°27'28" West 26.611 meters (87.31 feet); thence South 25°41'01" West 20.717 meters (67.97 feet) to a point hereinafter referred to as **Point 'A'**, lying on the boundary common to Parcels 5 and 'H' of said Parcel Map 47-80; thence along said common boundary North 64°45'48" West (cite North 64°44'51" West) 1.500 meters (4.92 feet); thence leaving said boundary North 25°41'01" East 20.857 meters (68.43 feet); thence North 35°27'28" East 27.493 meters (90.20 feet) to the aforementioned easterly boundary; thence along said boundary South 27°50'25" East (cite South 27°49'34" East) 1.679 meters (5.51 feet) to the point of beginning, containing 0.0072 hectares (0.019 acres), more or less.

PORTION 2

Commencing at the aforementioned **Point 'A'**; thence along the aforementioned common boundary the following 3 courses: 1) South 64°45'48" East (cite South 64°44'51" East) 4.794 meters (15.73 feet); 2) South 26°20'01" West (cite South 26°20'58" West) 77.942 meters (255.71 feet); 3) North 34°45'10" West (cite North 34°44'13" West) 2.620 meters (8.596 feet) **to the true point of beginning**; thence leaving said common boundary South 24°13'40" West 16.606 meters (54.48 feet); thence South 19°47'15" West 31.215 meters (102.41 feet) to the southerly boundary, the beginning of a 13.710 meter (44.98 foot) radius non-tangent curve to the right; thence westerly along said curve and boundary an arc distance of 1.800 meters (5.90 feet), through a central angle of 07°31'17", and subtended by a chord which bears South 76°18'26" West 1.798 meters (5.90 feet); thence leaving said boundary on a non-tangent line North 19°47'15" East 32.265 meters (105.86 feet); thence North 24°13'40" East 17.566 meters (57.63 feet) to the aforementioned common boundary; thence along said boundary South 34°45'10" East 1.750 meters (5.74 feet) to the point of beginning, containing 0.0073 hectares (0.018 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

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

