

SECTION 4 COUNTY OBLIGATIONS

4.1 County Cooperation. The County agrees to cooperate with Landowner in securing all permits that may be required for the development of the Project by County. In the event a State or Federal law or regulation is enacted after this Agreement has been executed, or in the event an action of any other governmental jurisdiction occurs that prevents, delays for thirty (30) days or more, or precludes compliance with one or more provisions of this Agreement, and/or requires material modifications in the Specific Plan, Design Standards or Development Standards, and/or requires substantial changes in plans, maps or permits approved by County, the parties agree that the provisions of this Agreement shall be modified, extended or suspended to the extent necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Credits and Reimbursements. Landowner may, pursuant to this Agreement, be financing construction of certain improvements which would otherwise be paid by the County or other parties and which serve other properties or which would be financed by existing County fees. County and Landowner agree that only where this Agreement explicitly so provides, Landowner shall be entitled to credits and reimbursement.

4.2.1 Reimbursement by Third Parties. In the case of public improvements which abut property owned by third persons or for other public improvements that are oversized or extended to benefit property owned by third persons, Landowner shall be entitled to receive a reimbursement from the benefited property's owner (and not the County) for the pro rata cost of the improvements which exceed Landowner's obligation. Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements.

County shall use its best efforts, to the extent County has the authority to do so, to impose the obligation to pay said reimbursement, as a condition of development of such benefited property, at the time such property owner requests a discretionary approval or other such entitlement from County for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of issuance of a building permit on the benefited property, recordation of a final parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district that is formed by or includes such benefited property. County's obligation to impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement. County shall

have no obligation to make any payments to Landowner unless and until it receives any such reimbursement amount from a third-party source.

4.2.2 Reimbursable Hard Costs. The "hard costs" of construction to be reimbursed to Landowner by the County or a third party or to be paid by Landowner to any third party in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by Landowner or such third party for the reimbursable work.

4.2.3 Interest on Reimbursements. In each case in which this Agreement provides that Landowner is entitled to receive reimbursement for improvements from third parties or is required to pay reimbursement to third parties, Landowner shall be entitled to receive, or be obligated to pay, interest on the amount to be reimbursed as determined by the Board of Supervisors on a case-by-case basis.

4.2.4 Term for Credits and Reimbursements. County's obligation to provide any credits or to pay any reimbursements to Landowner that accrue hereunder and shall remain and continue during the term of this Agreement.

4.2.5 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from County otherwise provided under then existing County policy, rule, regulation or ordinance.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by County. County agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall act upon such applications in a timely manner. Accordingly, to the extent that the applications and submittals are in conformity with the Entitlements, Applicable Law and this Agreement and adequate funding by Landowner exists therefore, County agrees to diligently and promptly accept, review and take action on all subsequent applications and submittals made to County by Landowner in furtherance of the Project. Similarly, County shall promptly review and approve improvement plans, conduct construction inspections and accept completed public facilities. In the event County does not have adequate personnel resources or otherwise cannot meet its obligations under this Section 4.3.1 and Sections 4.3.2, 4.3.3 and 4.3.4 of this Agreement, County will utilize, consistent with County policy and in accordance with the agreement to be entered into pursuant to Section 4.3.2, below, outside consultants for inspection and plan review purposes at the sole expense of Landowner. County will consult with Landowner concerning the selection of the most knowledgeable, efficient

and available consultants for purposes of providing inspection and plan review duties for the County and the Project.

4.3.2 Review and Approval of Improvement Plans, Final Subdivision Maps and Inspections. The parties agree that the timely performance of review, approval and inspection of improvement plans, final subdivision maps and constructed facilities and residential and non-residential dwellings is important to Landowner in achieving the success of the Project. To assure these services will be provided to the Project on a timely basis, the parties shall, prior to the approval of the Vesting Large Lot Tentative Subdivision Map, enter into a separate agreement that will establish the time periods for timely review, approval and inspections by County and the commitment of Landowner to pay the cost to County incurred for providing such timely review, approval and inspections.

4.3.3 Building Permits for Model Homes. County shall approve a building permit for each model home in a timely manner and in accordance with the County's applicable ordinances.

4.3.4 Grading Permit Pursuant to 404 Permit. County shall, in a timely fashion, review, process and approve a grading permit or grading permits meeting County requirements issued for the purposes for the filling of existing and construction and/or enhancement of new wetlands on the project site pursuant to a 404 permit issued by the Army Corps of Engineers.

4.4 Map Extensions. County agrees that the life of any tentative map or other permit(s) approved by County within the Project shall continue at a minimum for the term of this Agreement.

4.5 Formation of Necessary Zones of Benefit. Pursuant to this Agreement, Landowner is required to fund the cost of maintaining certain public facilities constructed within the Project. Landowner agrees to participate in the formation of such zones of benefit within County Service Area (CSA) No. 28 as may be necessary. County and Landowner shall cooperate in the preparation of such reports and documents, and take such other and further actions as may be necessary to form the necessary zone(s) of benefit and to impose any necessary fees, charges or assessments therein.

4.6 Formation of Project CFD and Issuance of Bonds. Development of the Project requires the investment of significant capital to fund the Project's necessary infrastructure and facilities, a portion of which benefit an area and population significantly larger than the Project alone. In approving this Agreement, the Board of Supervisors specifically finds that the Entitlements and the Landowner's obligations imposed pursuant to this Agreement provide a significant public benefit.

Landowner may elect to request the formation of a Community Facilities District (CFD) in order to finance and construct some of these pieces of infrastructure and facilities. In such event, County shall cooperate with Landowner in the expeditious review of any such request by Landowner by the County Bond Screening Committee (CBSC).

4.7 Right(s)-of-Way Acquisition. To the extent that the acquisition of off-site right(s)-of-way are necessary for Landowner to construct off-site improvements including, but not limited to, roadways, water, wastewater or drainage facilities, or trails, Landowner shall be responsible for acquiring said right(s)-of-way through good faith negotiations with the property owner. In the event Landowner is unable to obtain the right(s)-of-way through good faith negotiations, Landowner may request County acquire the right(s)-of-way. County shall promptly review any such request and shall notify Landowner as to whether or not County is prepared to acquire the right(s)-of-way in question through the exercise of its power of eminent domain. In the event County determines to exercise its power of eminent domain, it shall promptly proceed in accordance with the Eminent Domain Law (Code of Civil Procedure section 1230.010 et seq.) and agrees to use its best efforts to expedite acquisition.

Prior to County initiating any condemnation action, Landowner shall have provided funding for all costs of such right(s)-of-way acquisition, including attorney's fees, appraisal and court costs as the County may deem necessary and appropriate.

SECTION 5 DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30)-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of County implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the Board of Supervisors within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and County regulations implementing such Sections.

Following consideration of the evidence presented in said review before the Board of Supervisors, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement and the period for cure has elapsed, or the defaulting party waives its right to cure such default.

In addition to the foregoing remedy, if Landowner is in default of any of the terms of Sections 2.5 (Affordable Housing), 3.1 (Roadway Improvements), 3.2 (Wastewater Facilities), 3.3 (Park Facilities), 3.4 (Natural Open Space and Trails), 3.5 (Fire Protection and Public Safety Facilities), or 3.11 (Transfer of Tower Site and Assignment of Lease) herein, and the period for cure has elapsed, no building permit shall be issued or building permit application accepted for any structure on any lot of the Property.

5.2 Annual Review and Certification of Compliance. Once every twelve (12) month period commencing with the commencement date set forth in Section 1.3.1, County shall review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by County of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review and Landowner shall be entitled to the issuance of a Certificate of Compliance by County, a copy of which is attached as **Exhibit N** and incorporated herein, which shall be recorded with the County Recorder. Landowner shall be

responsible for the cost reasonably and directly incurred by the County to conduct such annual review and certification of compliance, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the County of the bill for such costs.

Upon not less than Sixty (60) days written notice by the Planning Director of County, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the County shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Board of Supervisors or if the matter is referred to the Planning Commission before said Commission.

If County takes no action within thirty (30) days following the hearing required under this Section 5.2, Landowner shall be deemed to have complied with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, seek a declaration of rights, or to enjoin any threatened or attempted violation. Notwithstanding Section 394 of the Code of Civil Procedure, all legal actions shall be initiated in the Superior Court of the County of Placer, State of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the County. Furthermore, no termination of this

Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

SECTION 6 HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold County, its elective and appointive boards, commissions, officers, agents, and employees harmless from any costs, expenses, damages, liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of County. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by County.

In addition to the foregoing obligations, Landowner shall, upon written request of County, defend, indemnify and hold County, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all lawsuits, claims, challenges, damages, expenses costs, including attorneys fees awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of the Project, this Agreement, the Entitlements, or the Environmental Impact Report, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. The County shall retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision. Upon request of County, Landowner shall execute an indemnification agreement in a form approved by County Counsel.

SECTION 7 PROJECT AS A PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

**SECTION 8
COOPERATION IN THE EVENT OF LEGAL CHALLENGE**

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action, subject to the obligations as set forth in Section 6 herein.

**SECTION 9
NOTICES**

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the County shall be addressed as follows:

Jan Christofferson, County Executive
County of Placer
175 Fulweiler Avenue
Auburn, CA 95603

Fred Yeager, Planning Director
County of Placer
11414 "B" Avenue
Auburn, CA 95603

Notice required to be given to the Landowner shall be addressed as follows:

Bickford Holdings, LLC
c/o Lennar Communities
1075 Creekside Ridge Drive, Suite 110
Roseville, CA 95678
Attention: Brian Bombeck

George Phillips
Law Offices of George Phillips
2306 Garfield Avenue
Carmichael, CA 95608

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 Enforceability. The County agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by County, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

10.2 County Finding. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

10.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the County and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

10.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

10.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Placer County Code, as it may be amended, provided that such amendments do not affect the rights granted to the parties by this Agreement.

10.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to

carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

10.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. County acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

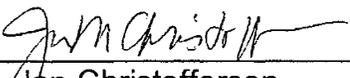
FORM OF AGREEMENT

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-nine (29) pages and eighteen (18) exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County of Placer has authorized the execution of this Agreement in duplicate originals by its County Executive Officer and attested to by its County Clerk under the authority of Ordinance No. 5331-B, adopted by the Board of Supervisors of the County of Placer on the 2nd day of November, 2004, and has caused this Agreement to be executed.

COUNTY OF PLACER,

BICKFORD HOLDINGS, LLC, a Nevada limited liability company

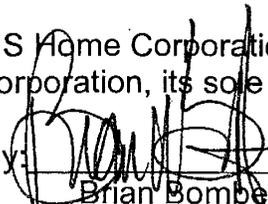
BY: 
Jan Christofferson
County Executive Officer

USH Bickford, LLC, a California limited liability company, Manager

ATTEST:

US Home Corporation, a Delaware corporation, its sole member

BY: 
Ann Holman
Clerk of the Board

By: 
Brian Bombeck
Vice Division President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

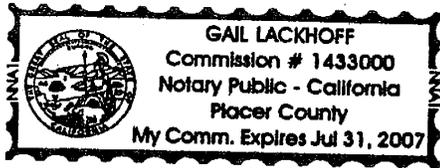
State of California }
County of PLACER } ss.

On November 18, 2004 before me, Gail Lackhoff, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BRIAN BOMBECK
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.
Gail Lackhoff
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

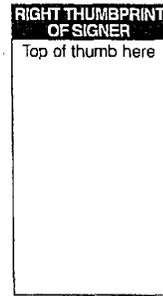
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



APPROVED AS TO FORM:

BY: Valerie [Signature]

County Counsel's Office

Attached Exhibit List

Exhibit "A-1"	Bickford Ranch Specific Plan Property
Exhibit "A-2"	Legal Description of Property
Exhibit "A-3"	Excepted Parcels
Exhibit "B"	Assignment Form
Exhibit "C"	Land Use Summary
Exhibit "D"	County Development Fee Schedule
Exhibit "E"	Conceptual Residential Unit Absorption Rate Schedule
Exhibit "F"	No Exhibit
Exhibit "G"	Off-Site Wastewater Transmission Facilities
Exhibit "H-1"	Bickford Ranch Park – Phase I
Exhibit "H-2"	Bickford Ranch Park – Phase II
Exhibit "I"	Tower Park Facilities
Exhibit "J-1"	Park Maintenance Facility
Exhibit "J-2"	Bickford Ranch Park Maintenance and Shop Equipment
Exhibit "K"	Fire Station – List of Equipment
Exhibit "L"	Fire Station – Location and Description
Exhibit "M"	Community Facilities Contribution – Facility Examples
Exhibit "N"	County Certificate of Compliance

EXHIBIT "A-2"
LEGAL DESCRIPTION
BICKFORD RANCH

Description:

The land referred to herein is situated in the State of California, County of Placer, Unincorporated Area, and is described as follows:

PARCEL 1:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 AND ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 19, AND ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 12 NORTH, RANGE 7 EAST, MDB&M, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 19, THENCE FROM SAID POINT OF BEGINNING, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 SOUTH 00°13'31" EAST 2,631.46 FEET TO THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30 OF SAID TOWNSHIP AND RANGE; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 SOUTH 00°07'18" WEST 824.52 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SIERRA COLLEGE BOULEVARD (D0051), SAID RIGHT-OF-WAY GRANTED TO THE COUNTY OF PLACER PER DEED FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY IN BOOK 1230 OF OFFICIAL RECORDS AT PAGE 220, SAID RIGHT-OF-WAY BEING ALSO SHOWN ON A RECORD OF SURVEY FILED FOR RECORD IN THE OFFICE OF SAID RECORDER IN BOOK 3 OF SURVEYS AT PAGE 12; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: (1) NORTH 56°56'32" WEST 331.55 FEET, (2) NORTH 49°48'34" WEST 439.18 FEET, (3) NORTH 64°17'05" WEST 525.86 FEET, (4) NORTH 64°14'44" WEST 455.45 FEET, (5) NORTH 59°34'25" WEST 354.27 FEET, (6) NORTH 38°16'34" WEST 351.09 FEET, (7) NORTH 30°57'19" WEST 692.42 FEET, (8) NORTH 20°21'14" WEST 269.35 FEET, (9) NORTH 12°40'48" WEST 142.27 FEET, (10) NORTH 02°53'26" WEST 231.70 FEET, (11) NORTH 05°35'40" WEST 354.93 FEET, (12) NORTH 00°40'25" WEST 650.14 FEET, (13) NORTH 07°15'56" WEST 150.76 FEET, (14) NORTH 01°33'18" WEST 600.06 FEET, (15) NORTH 01°33'18" WEST 563.17 FEET, (16) NORTH 00°38'06" WEST 640.29 FEET, (17) NORTH 00°17'05" EAST 294.73 FEET, (18) NORTH 03°08'50" EAST 200.27 FEET, (19) NORTH 0°37'28" WEST 300.20 FEET, (20) NORTH 00°17'05" EAST 696.72 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 38°59'39" EAST 90.75 FEET; THENCE NORTH 64°42'00" EAST 183.49 FEET; THENCE SOUTH 87°36'17" EAST 21.61 FEET; THENCE SOUTH 59°19'05" EAST 90.63 FEET; THENCE SOUTH 28°37'56" EAST 25.59 FEET; THENCE SOUTH 13°34'13" EAST 105.27 FEET; THENCE NORTH 62°12'03" EAST 12.04 FEET; THENCE SOUTH 81°18'04" EAST 126.47 FEET; THENCE NORTH 86°31'55" EAST 46.97 FEET; THENCE SOUTH 09°48'48" EAST 26.10 FEET; THENCE NORTH 89°04'59" EAST 136.34 FEET; THENCE NORTH 72°51'15" EAST 109.84 FEET; THENCE SOUTH 89°56'46" EAST 479.54 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18, BEING ALSO THE WEST LINE OF THAT CERTAIN PARCEL MAP NO. 71345 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY IN BOOK 7 OF PARCEL MAPS, AT PAGE 50; THENCE ALONG SAID LINE SOUTH 00°03'14" WEST 894.64 FEET TO THE SOUTHEAST AND SOUTHWEST CORNERS, RESPECTIVELY, THEREOF; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, BEING ALSO THE WEST LINE OF SAID PARCEL MAP NO. 71345, AND BEING ALSO THE WEST LINE OF THAT CERTAIN PARCEL MAP NO. 74185 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY IN BOOK 20 OF PARCEL MAPS, AT PAGE 56 SOUTH 00°06'01" EAST 1317.34 FEET TO THE SOUTHEAST AND SOUTHWEST CORNERS, RESPECTIVELY, THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND THE SOUTH LINE OF SAID PARCEL MAP NO. 74185 SOUTH 89°59'44" EAST 1323.68 FEET TO THE NORTHEAST AND SOUTHEAST CORNERS, RESPECTIVELY, THEREOF; THENCE ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19 SOUTH 00°11'57" EAST 1316.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION CONVEYED TO JERRY D. ANDERS AND G. DANIELLE ANDERS, TRUSTEES OF THE JERRY D. ANDERS AND G. DANIELLE ANDERS LIVING TRUST, DATED APRIL 1, 1998 BY DEED RECORDED JANUARY 12, 1999 AS DOCUMENT NO. 99-0002146.

SAID PARCEL 1 BEING DESCRIBED AS RESULTANT PARCEL 1 IN THAT CERTAIN MINOR BOUNDARY LINE ADJUSTMENT RECORDED OCTOBER 18, 2001 AS INSTRUMENT NO. 2001-0108266, OFFICIAL RECORDS.

APN: 032-010-012-000
031-101-036-000

PARCEL 2:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.&M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 20; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 20 NORTH 89°28'59" EAST 5303.75 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE ALONG THE EAST LINE OF SAID SECTION 20 SOUTH 00°06'58" WEST 2644.40 FEET TO THE SECTION CORNER COMMON TO SECTIONS 20, 21, 28 AND 29 OF SAID TOWNSHIP AND RANGE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20 SOUTH 89°37'18" WEST 5287.94 FEET TO THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30 OF SAID TOWNSHIP AND RANGE; THENCE ALONG THE WEST LINE OF SAID SECTION 20 NORTH 00°13'31" WEST 2631.46 FEET TO THE POINT OF BEGINNING AND BEING DESCRIBED AS RESULTANT PARCEL 2 IN THAT CERTAIN MINOR BOUNDARY LINE ADJUSTMENT RECORDED OCTOBER 18, 2001 AS INSTRUMENT NO. 2001-0108266, OFFICIAL RECORDS.

APN: 031-101-037-000

PARCEL 3:

ALL OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY J.H. BICKFORD TO W.R. KEMPT BY DEED DATED MAY 27, 1890, RECORDED MAY 28, 1890 IN BOOK 54 OF DEEDS AT PAGE 676.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED BY J.H. BICKFORD TO FRANK RANZIE BY DEED DATED JANUARY 21, 1889, RECORDED FEBRUARY 26, 1889, IN BOOK 51 OF DEEDS AT PAGE 389.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED BY J.H. BICKFORD AND FRANCENER M. BICKFORD, HIS WIFE TO THE CENTRAL PACIFIC RAILWAY COMPANY, A CORPORATION BY DEED DATED MARCH 7, 1908 RECORDED MARCH 17, 1908 IN BOOK 110 OF DEEDS AT PAGE 222.

ALSO EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO SOUTH YUBA WATER COMPANY BY THAT CERTAIN DEED RECORDED OCTOBER 17, 1908 IN BOOK 116 AT PAGE 30, OFFICIAL RECORDS.

APN: 031-101-022-000
031-101-025-000
031-101-030-000

PARCEL 4:

THE NORTH HALF OF THE NORTH HALF AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO, BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN. RUNNING THENCE VARIATION 16°30' EAST; THENCE NORTH 89°4' EAST 12.24 CHAINS; THENCE SOUTH 2° WEST 4.48 CHAINS; THENCE SOUTH 33° WEST 8.92 CHAINS; TO LINE OF COUNTY ROAD; THENCE NORTH 80°15' WEST ALONG LINE OF COUNTY ROAD 3.93 CHAINS; THENCE CONTINUING ALONG COUNTY ROAD, NORTH 42°30' WEST 6.98 CHAINS; THENCE NORTH 6.64 CHAINS TO THE PLACE OF BEGINNING AND BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF PLACER BY THAT CERTAIN DEED RECORDED JANUARY 16, 1969 IN BOOK 1230 AT PAGE 220, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF PLACER BY THAT CERTAIN DEED RECORDED JANUARY 16, 1969 IN BOOK 1230 AT PAGE 223, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION CONTAINED IN THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL FROM WHICH THE QUARTER CORNER ON THE WEST LINE OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, MDB&M, BEARS NORTH 89°38' WEST 1338.28 FEET; AND RUNNING THENCE NORTH 1°45' WEST 453.45 FEET TO A POINT ON THE BERM OF THE NORTH BANK OF A DITCH; THENCE SOUTH 8°31' EAST 200.41 FEET TO A POINT ON A BERM; THENCE SOUTH 72°31' EAST 275.25 FEET TO A POINT ON A BERM; THENCE SOUTH 73°07' EAST 117.63 FEET TO A POINT ON A BERM; THENCE SOUTH 87°32' EAST 154.65 FEET TO A POINT ON A BERM; THENCE SOUTH 12°23' EAST 122.47 FEET TO AN OAK TREE; THENCE SOUTH 08°09' WEST 183.61 FEET TO THE SOUTHEAST CORNER; THENCE NORTH 89°38' WEST 713.72 FEET TO THE POINT OF BEGINNING. EXCEPTING ANY PORTION THEREOF LYING IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, MDB&M.

ALSO EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, MDB&M, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 FROM WHICH POINT THE EAST ONE QUARTER CORNER OF SAID SECTION BEARS THE FOLLOWING TWO (2) COURSES: (1) ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST

QUARTER OF SAID SECTION 29 SOUTH 89°56'48" EAST 675.11 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 AND (2) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 SOUTH 01°02'17" EAST 1346.42 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTH AND WEST LINES OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°56'48" WEST 675.11 FEET AND (2) NORTH 00°09'57" EAST 64.53 FEET; THENCE LEAVING THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 SOUTH 89°56'48" EAST 674.98 FEET; THENCE SOUTH 00°03'12" WEST 64.53 FEET TO THE POINT OF BEGINNING.

APN: 032-020-028-000
032-020-035-000

PARCEL 5:

THE NORTH ONE HALF OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND ALSO COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUNNING THENCE EAST 40 RODS; THENCE NORTHWESTERLY TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE SOUTH 80 RODS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER OF SAID SECTION 22; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 SOUTH 00°59' 12" EAST 745.83 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°35'15" WEST 78.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING SOUTH 88°35'15" WEST 100.89 FEET; THENCE NORTH 76°37'00" WEST 35.22 FEET; THENCE NORTH 89°28'00" WEST 158.61 FEET; THENCE SOUTH 28°35'15" WEST 274.33 FEET; THENCE CURVING TO THE RIGHT ON A NON-TANGENT ARC OF A 300.00 FOOT RADIUS CURVE WITH A RADIAL LINE BEARING NORTH 25°07'37" EAST, A CENTRAL ANGLE OF 252°07'26" AND AN ARC LENGTH OF 1320.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°11'20" EAST 485.03 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO PLACER COUNTY IN THE DEED RECORDED OCTOBER 7, 2002 AS INSTRUMENT NO. 2002-0121103, OFFICIAL RECORDS.

APN: 031-180-020-000
031-180-021-000
031-180-022-000
031-190-011-000

PARCEL 6:

THE WEST ONE HALF OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED FROM J.H. BICKFORD AND FRANCENER M. BICKFORD, HIS WIFE TO THE SOUTHERN PACIFIC COMPANY, A CORPORATION, DATED NOVEMBER 12, 1908, RECORDED JANUARY 4, 1910, IN BOOK 119 OF DEEDS AT PAGE 60.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY J.H. BICKFORD AND FRANCENER M. BICKFORD, HIS WIFE TO THE CENTRAL PACIFIC RAILWAY COMPANY, A CORPORATION, BY DEED DATED MARCH 7, 1908, RECORDED MARCH 17, 1908 IN BOOK 110 OF DEEDS AT PAGE 222.

APN: 031-190-005-000
031-190-010-000
031-180-023-000

PARCEL 7:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 22 TO THE NORTH LINE OF THE RIGHT OF WAY CONVEYED TO THE CENTRAL PACIFIC RAILWAY COMPANY BY DEED DATED MARCH 7, 1908, RECORDED IN BOOK 110 OF DEEDS AT PAGE 222, EXECUTED BY J.H. BICKFORD, ET UX., AND RUNNING THENCE ALONG THE NORTH LINE OF SAID RIGHT OF WAY IN A WESTERLY DIRECTION TO A POINT IN THE NORTH FENCE OF RAILROAD RIGHT OF WAY ABOUT 100 FEET AT RIGHT ANGLES FROM CENTERLINE OF TRACK; FROM WHICH POINT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEARS SOUTH 49°26' EAST 609.21 FEET; AND RUNNING THENCE NORTH 14°32' WEST 199.46 FEET; THENCE NORTH 68°17' WEST 173.26 FEET; THENCE SOUTH 73°34' WEST 130.28 FEET; THENCE SOUTH 60°28' WEST 146.13 FEET; THENCE SOUTH 88°39' WEST 122.34 FEET; THENCE NORTH 36°22' 1/2' WEST 265.27 FEET; THENCE NORTH 63°23' WEST 448.59 FEET; THENCE NORTH 29°34' WEST 187.30 FEET TO THE CENTER OF PRESENT COUNTY ROAD; THENCE NORTH ALONG THE CENTERLINE OF THE SAID PRESENT COUNTY ROAD NORTH 18°53' EAST TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 22 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN A STRIP OF LAND 400 FEET WIDE AS GRANTED BY AN ACT OF CONGRESS APPROVED JULY 1, 1862 AND AMENDED JULY 2, 1864, MAY 7, 1866, JULY 3, 1866, MARCH 3, 1869, TO THE CENTRAL PACIFIC RAILROAD COMPANY (UNION PACIFIC RAILWAY COMPANY ACT).

ALSO EXCEPTING THEREFROM ALL MINERALS IN SAID 400 FOOT STRIP OF LAND AS RESERVED TO THE UNITED STATES GOVERNMENT BY SAID ACTS.

APN: 031-200-001-000 (PORTION)

PARCEL 8:

COMMENCING AT A POINT WHERE THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN CROSSES THE NORTHERLY RIGHT OF WAY LINE OF THE CENTRAL PACIFIC RAILWAY, WHICH POINT IS 1212 FEET MEASURED NORTHERLY ALONG SAID WEST LINE FROM THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION TWENTY TWO (22); THENCE NORTHERLY ALONG SAID WEST LINE FOR A DISTANCE OF 167 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°06' EAST A DISTANCE OF 375.7 FEET TO A POINT; THENCE NORTH 89°57' 1/2' EAST A DISTANCE OF 400.5 FEET TO A POINT; THENCE NORTH 85°48' EAST A DISTANCE OF 108.2 FEET TO A POINT; THENCE SOUTH 71°46' EAST A DISTANCE OF 129.8 FEET TO A POINT

ON THE WESTERLY LINE OF THE BOULDER RIDGE COUNTY ROAD; THENCE SOUTH 18°53' WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 227.9 FEET; THENCE SOUTH 79°00' WEST ALONG WESTERLY LINE OF SAID BOULDER RIDGE COUNTY ROAD FOR A DISTANCE OF 132.9 FEET; THENCE SOUTH 52°36' WEST A DISTANCE OF 296.5 FEET TO A POINT WHERE THE SAID WESTERLY LINE OF BOULDER RIDGE COUNTY ROAD CROSSES THE NORTHERLY LINE OF THE CENTRAL PACIFIC RAILWAY RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT OF WAY FOR A DISTANCE OF 635.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. ALSO ALL THAT OTHER CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE ABOVE COUNTY AND STATE AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT WHERE THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, CROSSES THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY WHICH POINT IS 1048.0 FEET MEASURED NORTHERLY ALONG THE SAID WEST LINE OF THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION 22; THENCE SOUTHERLY ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 482.2 FEET TO A POINT ON THE WESTERLY LINE OF THE BOULDER RIDGE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID BOULDER RIDGE COUNTY ROAD FOR A DISTANCE OF 492.7 FEET TO A POINT WHERE THE WESTERLY LINE OF THE BOULDER RIDGE COUNTY ROAD CROSSES THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID RIGHT OF WAY FOR A DISTANCE OF 485.0 FEET, MORE OR LESS, TO A PLACE OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN A STRIP OF LAND 400 FEET WIDE AS GRANTED BY AN ACT OF CONGRESS APPROVED JULY 1, 1862 AND AMENDED JULY 2, 1864, MAY 7, 1866, JULY 3, 1866, MARCH 3, 1869, TO THE CENTRAL PACIFIC RAILROAD COMPANY (UNION PACIFIC RAILWAY COMPANY ACT).

ALSO EXCEPTING THEREFROM ALL MINERALS IN SAID 400 FOOT STRIP OF LAND AS RESERVED TO THE UNITED STATES GOVERNMENT BY SAID ACTS.

APN: 031-200-008-000
031-200-001-000 (PORTION)

PARCEL 9:

ALL THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 7 EAST, MDB&M., WHICH LIES NORTHERLY OF THE CENTRAL PACIFIC RAILROAD RIGHT OF WAY.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN A STRIP OF LAND 400 FEET WIDE AS GRANTED BY AN ACT OF CONGRESS APPROVED JULY 1, 1862 AND AMENDED JULY 2, 1864, MAY 7, 1866, JULY 3, 1866, MARCH 3, 1869, TO THE CENTRAL PACIFIC RAILROAD COMPANY (UNION PACIFIC RAILROAD COMPANY ACT).

ALSO EXCEPTING THEREFROM ALL MINERALS IN SAID 400 FOOT STRIP OF LAND AS RESERVED TO THE UNITED STATES GOVERNMENT BY SAID ACTS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN PARCEL 7 ABOVE.

APN: 031-200-001-000 (PORTION)

PARCEL 10:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

APN: 032-041-005-000

PARCEL 11:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 NORTH, RANGE 7 EAST, MDB&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89°34'33" EAST 2,629.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 28, SOUTH 00°12'16" WEST 745.57 FEET TO THE NORTH RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD AS ESTABLISHED BY GRANT DEED TO SAID RAILROAD PER BOOK 107 OF DEEDS AT PAGE 588, OFFICIAL RECORDS OF PLACER COUNTY; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) CURVING TO THE LEFT ON AN ARC OF A 5,829.60 FOOT RADIUS CURVE; SAID ARC BEING AN INTERIOR ANGLE OF 06°55'28", AN ARC LENGTH OF 704.53 FEET, A BEGINNING RADIAL BEARING OF SOUTH 30°32'25" EAST AND BEING SUBTENDED BY A CHORD BEARING SOUTH 55°59'51" WEST 704.10 FEET, (2) CURVING TO THE LEFT ON AN ARC OF A 7,739.45 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 00°13'30", AN ARC LENGTH OF 30.39 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 52°25'22" WEST 30.39 FEET, (3) CURVING TO THE LEFT ON AN ARC OF A 11,559.17 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 00°09'00", AN ARC LENGTH OF 30.26 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 52°14'07" WEST 30.26 FEET, (4) CURVING TO THE LEFT ON AN ARC OF A 23,018.30 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 00°04'30", AN ARC LENGTH OF 30.13 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 52°07'22" WEST 30.13 FEET, AND (5) SOUTH 52°05'07" WEST 222.52 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG SAID SOUTH LINE NORTH 89°50'31" WEST 286.23 FEET; THENCE NORTH 57°53'00" EAST 190.00 FEET; THENCE NORTH 64°35'00" EAST 440.00 FEET; THENCE NORTH 25°13'30" EAST 321.39 FEET; THENCE NORTH 34°11'00" WEST 294.29 FEET; THENCE SOUTH 64°45'15" WEST 683.73 FEET; THENCE SOUTH 36°04'00" WEST 168.53 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG SAID WEST LINE SOUTH 00°25'11" EAST 395.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, SOUTH 00°25'11" EAST 303.07 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 52°05'07" WEST 1,072.88 FEET, (2) CURVING TO THE LEFT ON AN ARC OF A TANGENT 23,068.30 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 00°04'30", AN ARC LENGTH OF 30.20 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 52°02'52" WEST 30.20 FEET, (3) CURVING TO THE LEFT ON AN ARC OF A 11,609.17 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 00°09'00", AN ARC LENGTH OF 30.39 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 51°56'07" WEST 30.39 FEET, (4) CURVING TO THE LEFT ON AN ARC OF A 7,789.45 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 00°13'30", AN ARC LENGTH OF 30.59 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 51°44'52" WEST 30.59 FEET, AND (5) CURVING TO THE LEFT ON AN ARC OF A 5,879.60 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 04°37'32", AN ARC LENGTH OF 474.67 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 49°19'21" WEST 474.54 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28 NORTH 01°02'17"

WEST 1,331.68 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, NORTH 01°02'17" WEST 1,346.42 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID SECTION 28 AS CONVEYED TO STEVE AINSWORTH AND TANDA JO AINSWORTH, AS CO-TRUSTEES OF THE AINSWORTH FAMILY TRUST DATED FEBRUARY 2, 1999 IN THE DEED RECORDED OCTOBER 26, 2001 AS INSTRUMENT NO. 2001-0111475, OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO AINSWORTH FAMILY TRUST FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY AS DOCUMENT NO. 99-0022576 OF OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 86°06'28" EAST 259.84 FEET; THENCE NORTH 42°48'38" EAST 486.01 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE ALONG SAID EAST LINE SOUTH 00°12'16" WEST 340.81 FEET; THENCE LEAVING SAID EAST LINE SOUTH 47°24'03" WEST 156.74 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF A 130.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 26°13'57", AN ARC LENGTH OF 59.52 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 60°31'01" WEST 59.00 FEET; THENCE SOUTH 73°38'00" WEST 112.61 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF A 180.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 14°58'00", AN ARC LENGTH OF 47.02 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 81°07'00" WEST 46.89 FEET; THENCE SOUTH 88°36'00" WEST 67.08 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF A 120.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 42°39'49", AN ARC LENGTH OF 89.35 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 67°16'05" WEST 87.30 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID AINSWORTH FAMILY TRUST PARCEL; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 34°11'00" WEST 212.89 FEET TO THE POINT OF BEGINNING.

APN: 032-041-073-000
032-041-074-000

PARCEL 12:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THE GRANT DEED TO AINSWORTH FAMILY TRUST FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF PLACER COUNTY AS DOCUMENT NO. 99-0022576 OF OFFICIAL RECORDS, SAID POINT OF BEGINNING BEING ALSO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST LINE OF SAID AINSWORTH FAMILY TRUST PARCEL AND THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, NORTH 00°25'11" WEST 122.76 FEET; THENCE LEAVING SAID WEST LINE NORTH 61°09'00" EAST 26.77 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF A 20.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 42°41'00", AN ARC LENGTH OF 14.90 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 82°29'30" EAST 14.56

EXHIBIT A-2

FEET; THENCE SOUTH 76°10'00" EAST 9.40 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF A 105.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 34°14'00", AN ARC LENGTH OF 62.74 FEET AND BEGIN SUBTENDED BY A CHORD BEARING NORTH 86°43'00" EAST 61.81 FEET; THENCE NORTH 69°36'00" EAST 38.37 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF 70.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 12°42'00", AN ARC LENGTH OF 15.52 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 75°57'00" EAST 15.48 FEET; THENCE NORTH 82°18'00" EAST 65.55 FEET, THENCE CURVING TO THE LEFT ON AN ARC OF A 105.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 26°15'00", AN ARC LENGTH OF 48.11 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 69°10'30" EAST 47.69 FEET; THENCE NORTH 56°03'00" EAST 136.43 FEET; THENCE SOUTH 33°57'00" EAST 70.83 FEET; THENCE NORTH 56°03'00" EAST 97.00; THENCE NORTH 19°56'30" WEST 61.78 FEET; THENCE NORTH 70°03'30" EAST 59.09 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF A 280.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 16°30'15", AN ARC LENGTH OF 80.66 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 61°48'22" EAST 80.38 FEET; THENCE NORTH 53°33'15" EAST 61.74 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF A 230.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 46°39'21", AN ARC LENGTH OF 187.29 FEET AND BEGIN SUBTENDED BY A CHORD BEARING NORTH 30°13'34" EAST 182.16 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF A 20.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 64°03'48", AN ARC LENGTH OF 22.36 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 38°55'48" EAST 21.22 FEET; THENCE NORTH 70°57'42" EAST 8.00 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF A 80.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 41°53'55", AN ARC LENGTH OF 58.50 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 50°00'44" EAST 57.21 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF A 120.00 FOOT RADIUS CURVE, SAID ARC HAVING AN INTERIOR ANGLE OF 16°52'24", AN ARC LENGTH OF 35.34 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 37°29'59" EAST 35.21 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID AINSWORTH FAMILY TRUST PARCEL; THENCE ALONG THE NORTHEASTERLY, SOUTHEASTERLY AND SOUTHERLY LINES OF SAID GRANT DEED THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 34°11'00" EAST 81.40 FEET TO THE MOST EASTERLY POINT OF SAID GRANT DEED, (2) SOUTH 25°13'30" WEST 321.39 FEET, (3) SOUTH 64°35'00" EAST 440.00 FEET, (4) SOUTH 57°53'00" WEST 190.00 FEET, AND (5) NORTH 89°50'31" WEST 184.78 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN THAT CERTAIN MINOR BOUNDARY LINE ADJUSTMENT RECORDED OCTOBER 26, 2001 AS INSTRUMENT NO. 2001-0111471, OFFICIAL RECORDS.

APN: 032-041-072-000

PARCEL 13:

BEGINNING AT A POINT ON THE NORTH LINE OF ROAD AT THE SOUTHWEST CORNER OF PARCEL FROM WHICH THE QUARTER CORNER ON THE WEST LINE OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.&M. BEARS SOUTH 75°39' WEST 1931.17 FEET; AND RUNNING THENCE NORTH 24°34' EAST 589.33 FEET; THENCE NORTH 1°17' EAST 293.59 FEET; THENCE SOUTH 89°27' EAST 436.53 FEET TO A POINT ON BERM OR WEST BANK OF DITCH; THENCE SOUTH 36°54' EAST 198.87 FEET TO A POINT ON BERM; THENCE SOUTH 18°20' EAST 105.28 FEET TO A POINT ON BERM; THENCE SOUTH 2°30' WEST 125.26 FEET TO POINT ON BERM; THENCE SOUTH 15°06' WEST 153.33 FEET TO POINT ON BERM; THENCE SOUTH 24°52' WEST 319.83 FEET TO POINT ON BERM; THENCE SOUTH 10°40' EAST 94.34 FEET TO POINT ON BERM AT NORTH ROAD FENCE; THENCE ALONG NORTH LINE OF ROAD NORTH 82°27' WEST 683.95 FEET TO POINT OF BEGINNING.

EXCEPTING THEREFROM THE PORTION THEREOF WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF THE PARCEL DESCRIBED IN DEED TO THE COUNTY OF PLACER RECORDED MARCH 21, 1969 IN BOOK 1237 OF OFFICIAL RECORDS, PAGE 375.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING EAST OF THE CENTER LINE OF THE CAPERTON IRRIGATION DITCH.

APN: 032-020-019-000

PARCEL 14:

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 12 NORTH, RANGE 7 EAST, M.D.B.& M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND DESCRIBED IN THE DEED FROM WALTER M. LOOSE AND MILDRED A. LOOSE, HIS WIFE TO M. O. DOSHER AND ELIZABETH K. DOSHER, HIS WIFE, RECORDED DECEMBER 17, 1976 IN BOOK 1791, PAGE 293, OFFICIAL RECORDS, LYING WEST OF THE CENTER LINE OF THE CAPERTON IRRIGATION DITCH.

APN: 032-020-023-000 (PORTION)

EXHIBIT "B"—ASSIGNMENT FORM

When Recorded, Return to:

Attn: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
BICKFORD RANCH DEVELOPMENT AGREEMENT
(Parcel _____)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ____ day of _____, 200_, by and between Bickford Holdings, LLC, a Nevada Limited Liability Corporation (hereinafter "Landowner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____ the County of Placer and Landowner entered into that certain agreement entitled "Bickford Ranch Development Agreement" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter the "Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 200_, as Instrument No. _____.

B. Landowner intends to convey a portion of the Property to Assignee, commonly referred to as Parcel _____ and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

C. Landowner desires to assign and Assignee desires to assume all Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel, to the full extent allowed by the terms of the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, to the full extent allowed by the Development Agreement. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property owned by Landowner within the Property and as the Development Agreement otherwise specifically so provides.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel, to the full extent allowed by the Development Agreement.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 10 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

LANDOWNER :

ASSIGNEE:

By: _____
Print Name _____
Title: _____

By: _____
Print Name _____
Title _____

EXHIBIT "C"
LAND USE SUMMARY

KEY	LAND USE DESIGNATION		ACRES
RESIDENTIAL USES			
		TYPICAL LOT SIZE	UNITS
RE	Rural Estate	3.0 to 10.0 acres	33
RR	Rural Residential	1.0 to 3.0 acres	23
ER	Estate Residential	0.3 to 1.0 acre	262
LDR	Low Density Residential	7,000 to 15,000 sf	480
MLD	Medium Low Density	6,000 to 10,000 sf	344
MD	Medium Density	5,000 to 7,400 sf	576
VR	Village Residential	Attached Units	172
RESIDENTIAL TOTAL			1,890
COMMERCIAL USES			
VC	Village Commercial	(Public)	9.70
COMMERCIAL TOTAL			9.70
OPEN SPACE/RECREATION USES			
NOS	Natural Open Space	(Public)	673.77
OSC	Open Space Corridor	(Public)	46.25
Total Open Space			720.02
BP	Bickford Ranch Park	(Public)	57.11
TP	Tower Park	(Public)	3.76
Total Parks			60.87
CH	Clubhouses/Recreation Center	(Private and Public)	12.85
GC	18-Hole Golf Course & Practice Facility	(Private)	311.80
GMF	Golf Maintenance Facility	(Private)	4.17
Total Golf Course			328.82
OPEN SPACE/RECREATION TOTAL			1,109.71
PFL	Public Facility Lot – Communication Tower		4.70
PCWA	PCWA Facilities – Water Tank		1.78
FS	Fire Station		1.00
Roads	Major Roads		50.86
PLAN AREA TOTAL			1,890
			1,942.50

EXHIBIT "D" – COUNTY DEVELOPMENT FEE SCHEDULE
(As of Effective Date of Development Agreement)

Public Facilities Fee (Placer County Code section 2.120.090)

Single Family Dwelling -- \$2,889.74
Multi-Family Dwelling -- \$2,106.01/unit
Age-Restricted Senior Citizen -- \$1,899.94
Office Space -- \$0.65 per sq. ft.
Retail Space -- \$0.41 per sq. ft.
Industrial Space -- \$.032 per sq. ft.
Warehouse Space -- \$0.10 per sq. ft.

Traffic Mitigation Fee (Placer County Code section 15.28.030)

Placer Central Zone -- \$1,620 per dwelling unit equivalent

Regional Traffic Mitigation Fee – South Placer Area Regional Transportation

Authority Fee -- \$2,231 per dwelling unit equivalent

Parks and Recreation Facilities (Placer County Code section 16.08.100)

Satisfied by Section 3.3 of the Development Agreement

Dry Creek Watershed Drainage Fee (Placer County Code section 15.32.040)

Single Family Residential (4 units per acres or less) -- \$322/unit
High Density Residential (more than 4 units per acre) -- \$134/unit
Commercial/Industrial -- \$1,587 per acre (gross area of new development)

Placer County Fire Department (Resolution 96-217)

Satisfied by Section 3.5 of the Development Agreement

Exhibit "E"
Conceptual Residential Unit Absorption Schedule

Community	Final Map Units								Total
	2005	2006	2007	2008	2009	2010	2011	2012	
Meadows	0	5	15	0	0	0	0	0	20
Ridges	0	175	140	283	137	109	0	0	844
Heritage Ridge	0	262	233	190	155	80	0	0	920
Village Residential	0	0	0	106	0	0	0	0	106
Total	0	442	388	579	292	189	0	0	1,890

EXHIBIT "G" OFF-SITE WASTEWATER TRANSMISSION FACILITIES

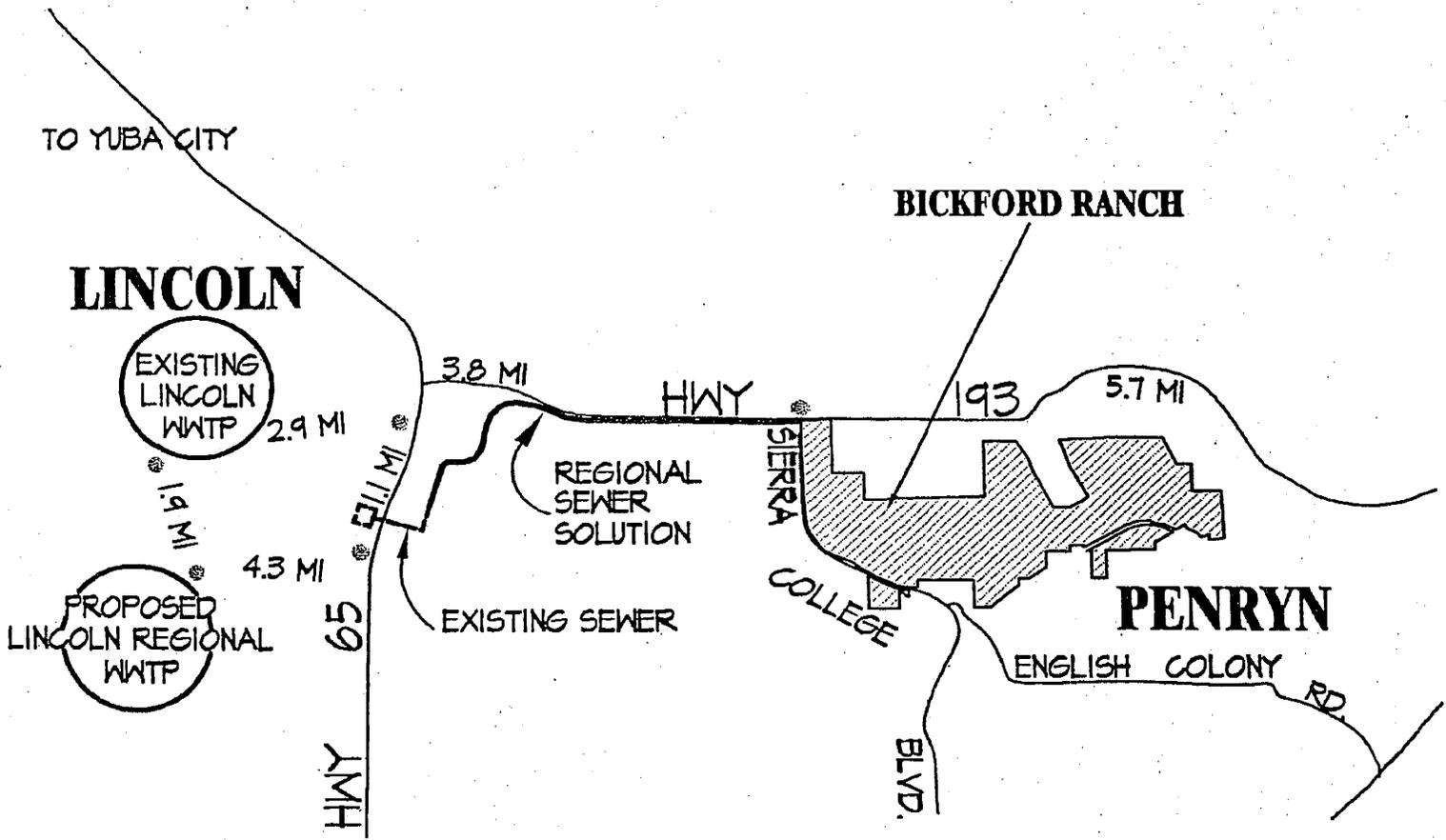


EXHIBIT "H-1"
BICKFORD RANCH PARK PHASE 1

SIERRA COLLEGE BOULEVARD

LOWER RANCH ROAD

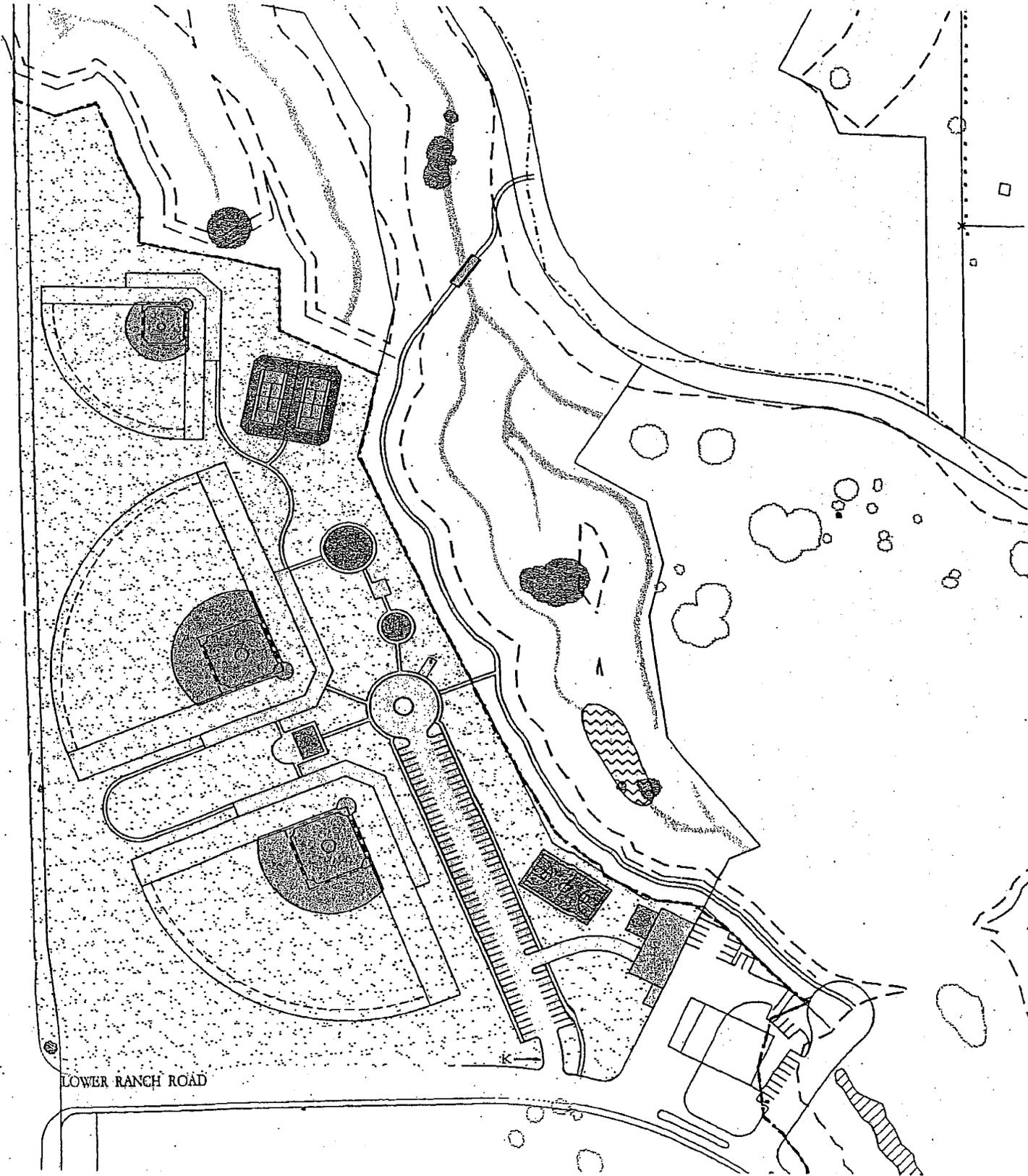


EXHIBIT "H-2"
BICKFORD RANCH PARK PHASE 2

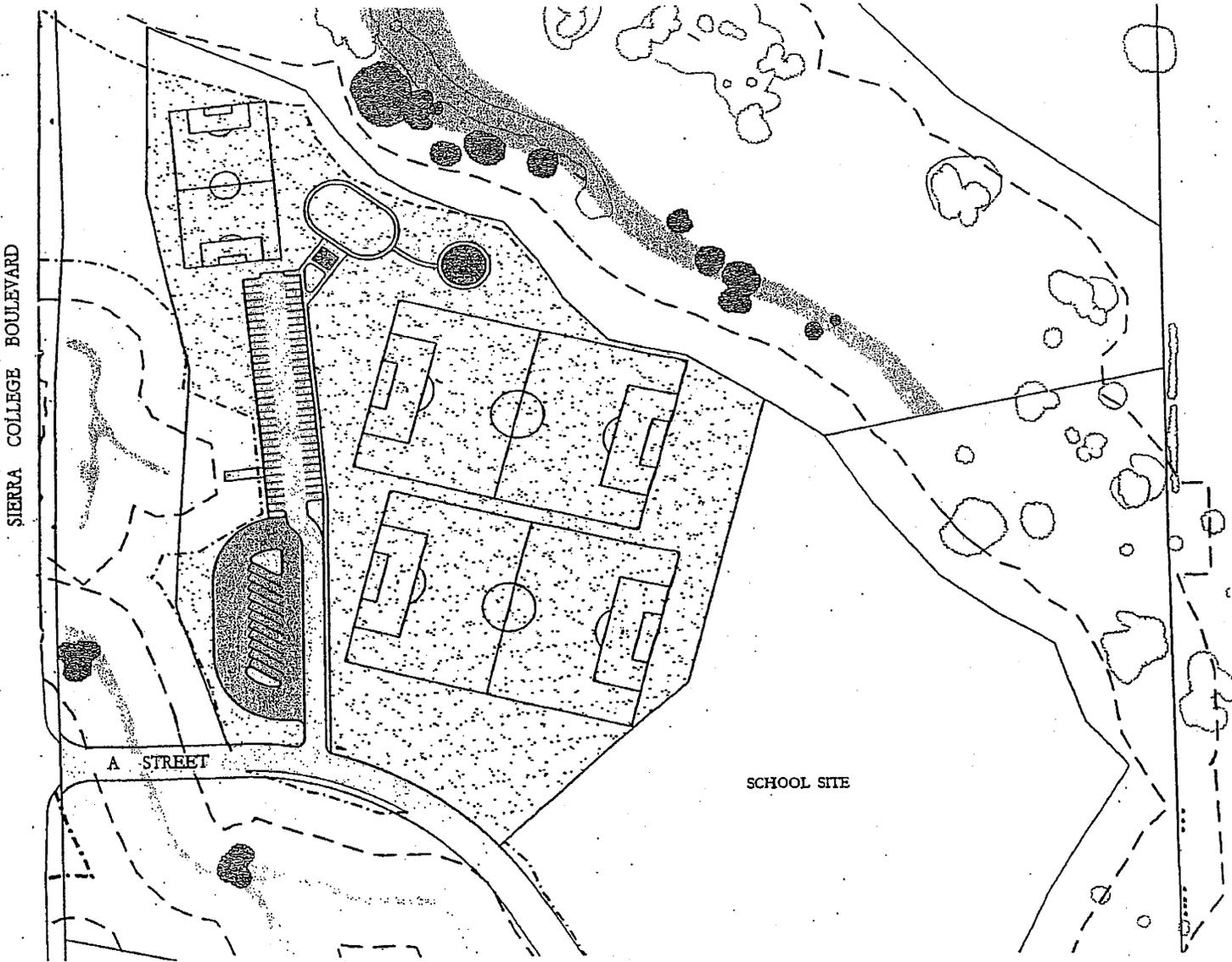


Exhibit "I"
Tower Park Facilities

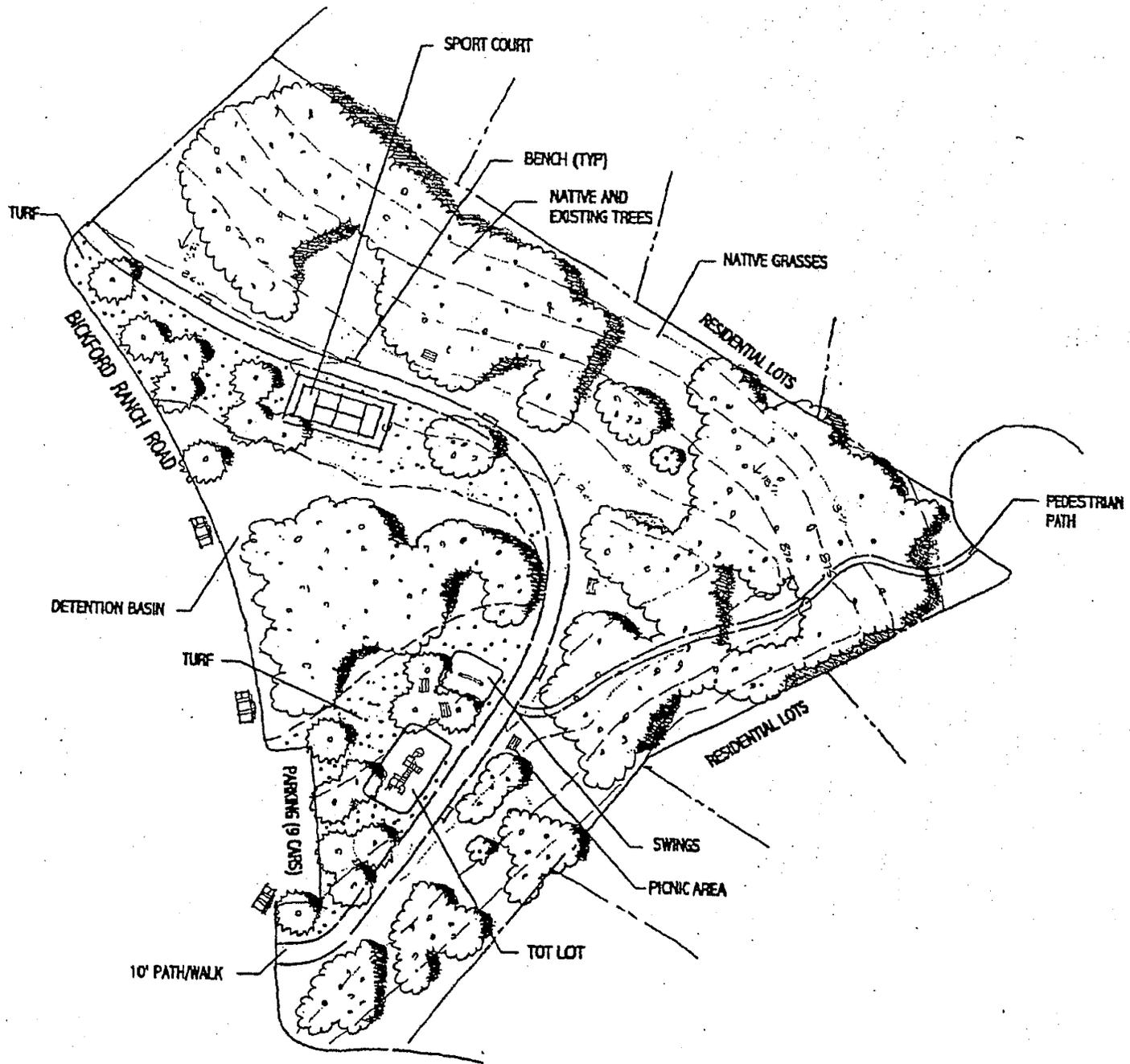


EXHIBIT "J-1"
PARK MAINTENANCE FACILITY

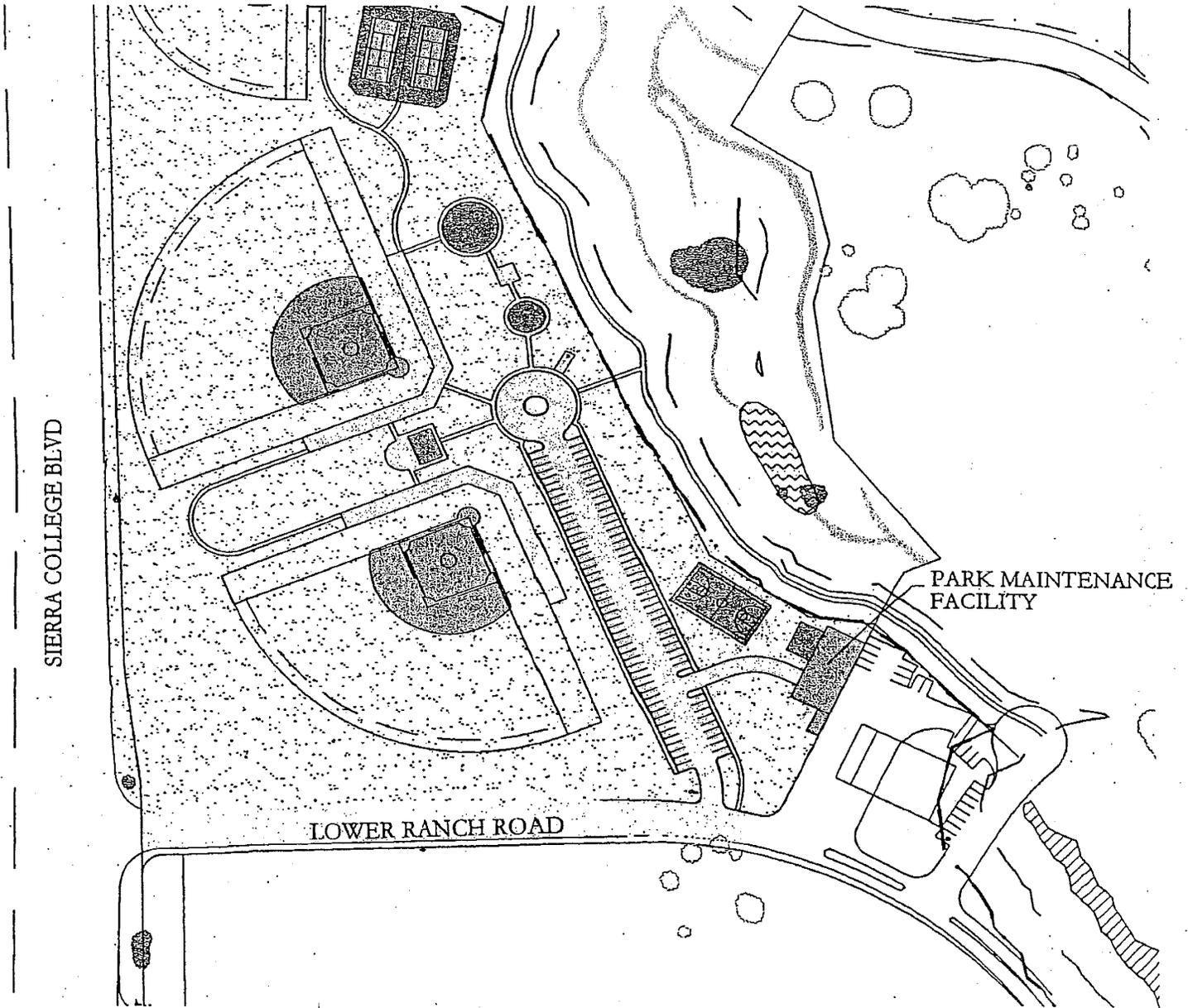


EXHIBIT "J-2"
Bickford Ranch Park Maintenance and Shop Equipment

Park Maintenance Equipment

Toro 10' Gang Mower
Toro 6' Deck Mower
Aerator
Top Dresser
Tractor
Edger
Leaf Vacuum
Fertilizer Spreader
100 Gallon Sprayer
Blowers (2)
Weed Eater
Toro Workman
Truck – one ton
Power Pruner
Push Mowers (2)
Power Washer
Chain Saw – 28"
Chain Saw – 18"
Sweeper

Park Maintenance Facility Shop Equipment

Work Bench – with vice
Peg Board
Air Compressor with Multiple Outlets
Eye Wash Station
Deep Sink
Irrigation Part Bins
Refrigerator
Microwave
Ice Maker
Lockers
Drinking Fountain
Supervisor's Desk/Chair
Crew Table/Eight Chairs
Computer/Printer
File Cabinets (3)
Map Table
Plan Holder
Coat Rack
Book Shelves
Large First Aid Kit
White Board

Bickford Ranch Fire Station Equipment

Gym

Tread Mill
Rubber Floor Mats
Free Weights
Stair Climber

Landscaping

Station Sign
Fence
Outside Public Information Sign
Flag Pole
Convault

Kitchen

Refrigerator
Kitchen Cabinets
Garbage compactor
Dishwasher
Microwave (over stove)
Kitchen Table
Kitchen Chairs
Kitchen Sink
Food Prep Island
Garbage disposal
Insta-Hot water
Freezer

Mixing Bowl set
Pots and pans
Ice machine
Barbecue
Waffle maker
Skillet
rice cooker
Hot pads
Knife sharpener
Blender
Can Opener
Crock Pot
Toaster
Kitchen towels
Food storage containers
Miscellaneous Food Preparation Supplies
Bench table

Training/Conference

Overhead projector
White board w/a/c.
Conference table
Chairs
Projector screen
Track Lights with dimmer
T.V
VCR
Large Coffee Pot
Slide Projector
Ceiling TV mount kit
Laptop Computer w/Training Software
Folding tables
Cabinet Cart for VCR

Kitchen: Equipment

Cutting Board
Knife set
Silverware
Plates
Glasses
Hand-mixer
Coffee Pot (under counter)

Utility Room

Personal washer/dryer
Utility sink

Bickford Ranch Fire Station Equipment

Industrial Washer
Bedding
Linens

Day Room

Entertainment Center
TV
V.C.R.
Track Lighting
Coffee Table
Recliner
End tables
Lamps
Couch
Stereo

Lobby

Desk
Chairs
Book Shelf
Swivel Chair
Clock
Chair Mat
White Board
Computer w/monitor and printer

Bedroom(s)

Twin Bed
Bed frame
Dresser/Locker
Night Stand
Bed Light
Lamp
Alarm Clock

Bathroom

Chairs
Magazine Table
End Table
Enclosed Cork Bulletin Board

Shop

Work Bench
Tool Chest w/tools
Vice
Crepper
12 volt Drill
Bench grinder
Miscellaneous Tool
Shop Vac

Roll Towel Dispenser
Toilet Paper Dispenser
Facial Tissue Dispenser
Soap Dispenser
Acrosol Dispenser
Janitor Cart
Wet area matting

BC Office

Exhibit "K"

Bickford Ranch Fire Apparatus and Equipment

A Custom 1500 GPM Type I Structure Fire Apparatus to the Fire Department's Specification shall be provided with the following equipment

Cab

Hose

Nextel w/vehicle kit
Mobile radio
3 Portable Radios
Portable lights
Map books
Binoculars

4 inch Supply hose - 1600 feet
3 inch Supply hose - 1800feet
1.75 Attack hose - 1200feet
1.5 inch single jacket -2400feet
1 inch single jacket - 1400feet
Hard suction - 2 lengths
1 inch Yellow Chief reel line

Hand Tools

Axes

Shovels

Forcible entry tools

Crash tools

Pike poles and rubbish hooks

Brooms

Water removal tools

Salvage covers, carryalls and hall runners

Tool box

Self Contained Breathing Apparatus

4 SCBAs

12 Breathing air bottles, 3000 psi

Mask, safety lines and personal alarms

Rescue Equipment

Hurst rescue tool set

Air bag rescue set

Swaz-all kit

Rope rescue gear

Cribbing

Water Delivery Equip.

Floto-pump

Spanner wrenches w/holder

Hose clamps and hydrant wrenches

Storz Manifold and adapters

Adapters, gated wye and siamese

Foam nozzles and attachments

Portable master stream appliance

Class "A" Foam 50 gallons

Class "B" Foam 100 gallons

1" Nozzles (5TFT)

1.5" Nozzles (6TFT)

2.5" Nozzles (3TFT)

1", 1.5" and 2.5" Nozzle tips

Wildland, 3" and 5" Hose packs

Operation Tools

Portable generator

Electric Extension Cord and adapters

Portable Lights

Smoke Ejector

Saws, carbide tipped, chisel and circular

Hose roller

Medical Aid

Trauma Kit

Oxygen cylinders

Oxygen Regulator

Oral and nasal airway kit

Suction Unit

Bag valve mask

Blood pressure cuff

Stethoscopes

Scissors and other tools

Various gauze, dressings, etc.

C-collars and other splinting equipment

Bum Kit

Triage Kit

Back boards w/straps and head immobilizers

A.L.S. Equipment

Defibrillator w/accessories.

Airway management tools

Pulse Oximeter

I.V. Equipment

Pharmaceuticals

Other necessary A.L.S. supplies and backup

EXHIBIT "L"
FIRE STATION LOCATION

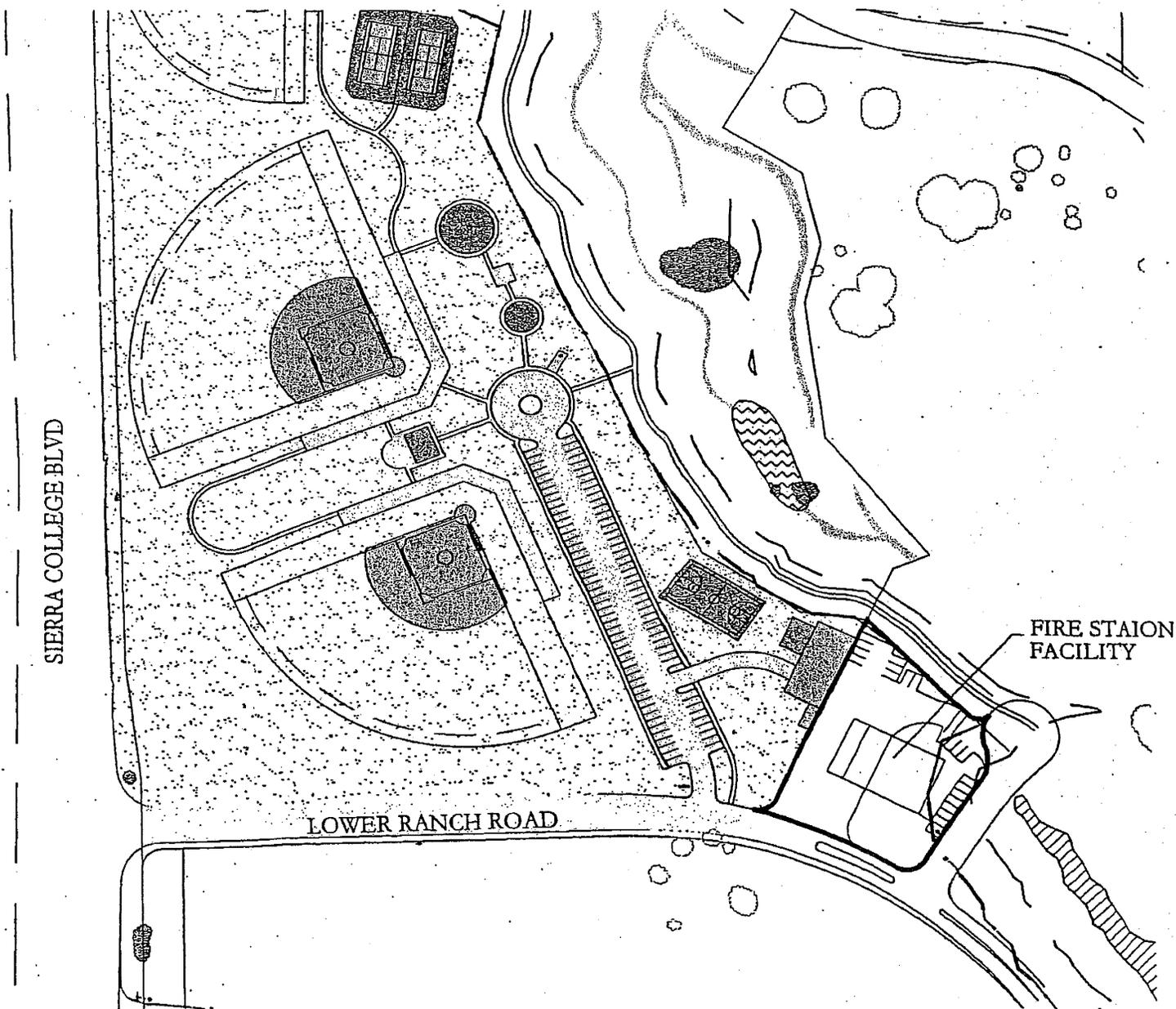


Exhibit "M"

Community Facilities Contribution – Facility Examples

The Community Facilities Contribution may be used to fund community facilities in the communities of Lincoln, Loomis, Penryn and Newcastle. Community facilities may include, but are not limited to, the following:

1. Improvements to existing community facilities.
2. Acquisition of parkland.
3. Improvement of parkland.
4. Construction of recreation facilities.
5. Trail construction/improvement.
6. Construction of community meeting areas.
7. Acquisition of or improvement to historical sites.

EXHIBIT "N"
COUNTY CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE ISSUED PURSUANT TO
DEVELOPMENT AGREEMENT
ENTERED INTO BY AND BETWEEN
BICKFORD HOLDINGS, LLC AND THE COUNTY OF PLACER

THIS CERTIFICATE OF COMPLIANCE is delivered by THE COUNTY OF PLACER ("County") pursuant to Section 5.2 of that certain Development Agreement, entered into by and between BICKFORD HOLDINGS, LLC ("Landowner") and County, dated as of _____, 200__ (the "Development Agreement").

RECITALS:

This Certificate of Compliance is delivered on the basis of the following facts:

A. Landowner and County entered into the Development Agreement. Section 5.2 of the Development Agreement provides for annual review of the Developer's good faith compliance with the terms thereof.

B. County has conducted its annual review pursuant to Section 5.2 of the Development Agreement for the period ended _____ and determined that Landowner is in compliance therewith and proceeding in good faith with the development contemplated therein. **[Insert relevant information concerning any hearings that were held or proceedings conducted as part of the annual review.]**

NOW THEREFORE, County issues this Certificate of Compliance that shall have the effect and significance provided for in Section 5.2 of the Development Agreement.

IN WITNESS WHEREOF, County has issued this Certificate of Compliance as of this _____ day of _____, 200__.

COUNTY OF PLACER

By: _____
Title: _____

**APPENDIX C
RESOLUTION ADOPTING
SPECIFIC PLAN**

Before the Board of Supervisors
County of Placer, State of California

In the matter of:

Resol. No: 2004-297

A RESOLUTION ADOPTING THE BICKFORD RANCH
SPECIFIC PLAN AND DESIGN GUIDELINES

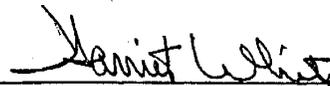
The following RESOLUTION was duly passed by the Board of Supervisors of the
County of Placer at a regular meeting held October 19, 2004, by the following
vote on roll call:

Ayes: SANTUCCI, WEYGANDT, GAINES, WHITE

Noes: BLOOMFIELD

Absent: NONE

Signed and approved by me after its passage.



Harriet White
Chairman, Board of Supervisors

Attest:
Clerk of said Board



Ann Holman

WHEREAS, pursuant to Government Code sections 65450-65457 the County of Placer ("County") is authorized to adopt specific plans, and the County has adopted Placer County Code Section 17.58.200 in furtherance thereof, and,

WHEREAS, on November 1 and 8, 2001, the Placer County Planning Commission ("Planning Commission") held public hearings pursuant to Section 17.58.200(E)(1) of the Placer County Code to consider the Bickford Ranch Specific Plan ("Specific Plan"), and other land use approvals related to the Specific Plan, including the Bickford Ranch Design Guidelines (Design Guidelines"), a development agreement by and between the County of Placer ("County") and Bickford Holdings, LLC ("Landowner") and the Bickford Ranch Development Standards, and the Planning Commission has made written recommendations to the Board of Supervisors ("Board") related thereto, and,

WHEREAS, on December 10, 2001, the Board held a public hearing pursuant to Section 17.58.200(E)(2) of the Placer County Code to consider the recommendations of the Planning Commission, and to receive public input regarding the Specific Plan and the Design Guidelines, and,

WHEREAS, having considered the recommendations of the Planning Commission, reviewed the Specific Plan, the Design Guidelines, the Development Agreement and the Bickford Ranch Development Standards, having received and considered the written and oral comments submitted by the public thereon, and having adopted Resolution No. 2001-340 certifying the Final Environmental Impact Report for the Bickford Ranch Specific Plan, the Board adopted and approved the Specific Plan.

WHEREAS, on or about January 17, 2002, litigation was commenced to challenge the actions of the Board in granting the Project approvals alleging, among other things, violations of the California Planning and Zoning law as well as violations of the California Environmental Quality Act in connection with the preparation and certification of the FEIR. The suits filed are more particularly identified as follows:

(a) Sierra Club, Sierra Foothills Audubon Society and California Oaks Foundation v. Placer County, et al. (Bickford Holdings, LLC, et al. Real Parties in Interest), Case No. SCV-12789; and

(b) Bickford Ranch Coalition of WPCARE; Town of Loomis v. County of Placer (Bickford Holdings, LLC et al. Real Parties in Interest), Case No. SCV-12793.

The cases were consolidated for purposes of trial. The two cases are referred to collectively as the "Project Approval Litigation."

WHEREAS, on October 21, 2003, the Board approved two tentative subdivision maps filed by the Applicant, pursuant to the Subdivision Map Act and the Subdivision Ordinances of the County of Placer. The tentative subdivision maps were based on and intended to implement the Project Approvals. The Project Approvals were made a part of and incorporated in the Board's approval of the tentative subdivision maps. On November 18, 2003, litigation was commenced challenging the Board's action in approving the tentative subdivision maps in a case entitled Sierra Club, Sierra Foothills Audubon Society and California Oaks Foundation v. Placer County, et al. (Bickford Holdings, LLC, et al. Real Parties in Interest), Case No. SCV 16428 (the "Subdivision Map Litigation"). On May 28, 2004, the Subdivision Map Litigation was dismissed with prejudice on Applicant's and County's motion, such dismissal constituting an adjudication that the tentative subdivision maps were validly approved in a process that complied with law. The time to file any new action to challenge the tentative subdivisions maps has expired. Thus, the tentative subdivision maps and the process by which they were approved has been determined to be valid and that conclusion is not subject to further review except by way of appeal in the Subdivision Map Litigation.

WHEREAS, since the Project Approval, certain modifications have been made in the Project as follows:

(1) Water conveyance modifications requested by Placer County Water Authority as part of its execution of a Water Master Services Agreement to serve the Project more particularly described in the Addendum to the FEIR referred to in the following recital (the "Addendum");

(2) Minor master lotting plan changes documented in the tentative subdivision maps for the Project approved as recited above and more particularly described in the Addendum; and

(3) Three additional minor lotting plan and golf course alignment modifications for the Heritage Ridge portion of the Project, described in Applicant's letter to the County dated November 21, 2003 more particularly explained and described in the Addendum.

WHEREAS, anticipating the possibility of further proceedings to be undertaken in connection with the Project that could require consideration under the California Environmental Quality Act, Staff and the EIR consultant that prepared the FEIR, URS Corp., considered whether or not additional environmental documentation would be required, (i) to describe project changes, (ii) the changes in background circumstances, and (iii) other relevant criteria in accordance with the provisions of CEQA Guidelines Section 15162, all for the purpose of determining whether or not new environmental analysis was required in addition to that contained in the FEIR. Staff and URS Corp. have undertaken that analysis, concluded that the changes do not warrant preparation of a supplemental EIR or a subsequent EIR, and that all of the changes can be addressed in an addendum to the FEIR prepared pursuant to CEQA Guideline Section 15164. The Addendum has been prepared by Staff with the assistance of URS Corp., and has been presented to the Board as a predicate for its action herein. The Addendum is intended to be added to and become an integral part of the FEIR previously certified herein.

WHEREAS, after extensive argument concerning and resolution of various procedural issues, briefing, consideration of the Administrative Record and other matters at issue in the Project Approval Litigation, the Court filed its Statements of Decision on June 18, 2004, entered Judgment and issued a Writ of Mandate on June 28, 2004, directing County to set aside the Project Approvals, except for certification of the FEIR that the Court found to be proper. The basis for setting aside the Project Approvals was the Court's determination that the Administrative Record did not contain a complete and coherent Specific Plan. Setting aside the Specific Plan necessarily required setting aside the various approvals dependent upon or related to the Specific Plan including the Design Guidelines, the Development Standards, the Development Agreement, the Resolutions pertaining to Clark Tunnel Road, the Mitigation Monitoring and Reporting Plan, the provisions of Project approval adopting mitigation measures and the Statement of Overriding Considerations. The Writ does not require the Board to set aside its certification of the FEIR and the Judgment of the Court expressly finds the certification to have been proper.

WHEREAS, by Resolution 2004-214, the Board has complied with the Court's Writ. The Board now desires to act on the Applicant's request to approve the Addendum and reenact the Project Approvals, including the Specific Plan and Design Guidelines.

WHEREAS, having considered the Addendum and the FEIR, the Specific Plan, the Design Guidelines, the Development Agreement and other matters that the Board deems relevant to the full and fair consideration of the approvals for the Bickford Ranch Project and the environmental impacts thereof, and having adopted Resolution 2004-296 that makes findings with respect to mitigation measures, adopts a mitigation monitoring and reporting plan, addresses other matters required to be addressed under CEQA, adopts a statement of overriding considerations and makes findings concerning the consistency of the Board's proposed actions with the General Plan, the Board finds pursuant to Section 17.58.200(F) of the Placer County Code:

(a) The Specific Plan and Design Guidelines are consistent with the objectives, policies, general land uses and programs specified in the Placer County General Plan, including Appendix "C" thereto as set forth in Resolution 2004- 296;

(b) As set forth in Resolution No. 2004-296, while some impacts are insignificant or can be mitigated to a level of less than significant, the Specific Plan will have significant environmental impacts on the environment in some instances, but the Board has adopted a statement of overriding considerations in accordance with Section 18.20.070(A)(2) of the Placer County Code and the California Environmental Quality Act.

(c) The Specific Plan is not within the area of any airport land use plan.

WHEREAS, notice of all hearings required by Section 17.58.200 of the Placer County Code have been given and all hearings have been held as required by statute and ordinance, and

WHEREAS, the Board finds that the foregoing recitals setting forth the actions of the County are true and correct,

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, DOES HEREBY RESOLVE as follows:

(1) The Bickford Ranch Specific Plan, a true and correct copy of which is included herein under separate cover and incorporated herein by reference, and the Bickford Ranch Design Guidelines, a true and correct copy of which is included herein under separate cover and incorporated herein by reference, are hereby approved in accordance with Section 17.58.200(F) of the Placer County Code.

(2) The Specific Plan and the Design Guidelines shall take effect and be in full force and effect upon the effective date of the Bickford Ranch Development Agreement or the effective date of the Bickford Ranch Development Standards, whichever date is later.