

Seller: Tower Energy Group
APN: 329-280-12, 329-280-13
Project # 73320
Escrow #: 201-39429, 201-39426

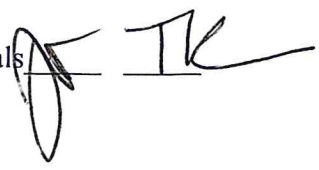
ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and **TOWER ENERGY GROUP, A CALIFORNIA CORPORATION**, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, legal descriptions of which are attached hereto as Exhibits A and A1 (the “Property”).
- B. On the terms and conditions set forth herein, Seller desires to sell and County desires to acquire for public purposes a portion of the Property in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto (the “Fee Property”). On the terms and conditions set forth herein, Seller also desires to sell and County desires to acquire for public purposes the following easements on the Property (collectively, the “Easements”): a Highway Easement as described and depicted in Exhibit C and the exhibits thereto; a Public Utilities Easement as described and depicted in Exhibit D; a Temporary Construction Easement(A) as described and depicted in Exhibit E; and a Temporary Construction Easement(B) as described and depicted in Exhibit F. All of the foregoing are collectively referred to hereinafter as “the Acquisition Properties.”

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

Seller’s Initials 

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AGREEMENT

1. ACQUISITION

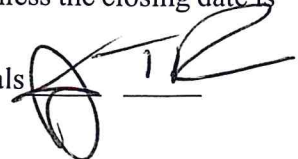
Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, E and F, and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$3,415.00 for the fee title, \$2,848.00 for the Highway Easement, \$27,010.00 for the Public Utility Easement, \$16,560.00 for the Temporary Construction Easements, \$23,416.00 for damages, for a total amount of \$73,249.00 (Seventy-Three Thousand Two-Hundred Forty-Nine Dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow Nos. 201-39429 and 201-39426 which have been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. 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 Grant Deed and Easement Deeds from Seller to County for the 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 September 30, 2013, unless the closing date is



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extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

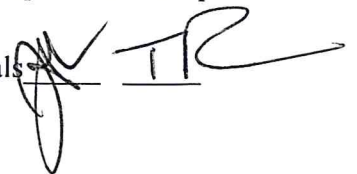
County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easements.

5. TITLE

Seller shall, by Grant Deed, convey to the County the Fee Property free and clear of title defects, liens, encumbrances, taxes, and deeds of trust except as set forth below. Seller shall also, by the attached grants of easements, grant the County or Pacific Gas & Electric Company, as applicable, the Easements free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for their intended purposes, as outlined herein. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No. 201-39429 and 201-39426 , if any; and
- C. Exceptions from Report Order No. 201-39429 numbered 1, 2 3, and 4 paid current, and subject to item 5, 6, 7, 8, 9 and 10 as listed in said preliminary title report, and exceptions



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from Report Order No. 201-39426 numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6, 7, 8, 12, 13 and 14 as listed in said preliminary title report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

6. WARRANTIES

Seller warrants that:

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

7. PRORATION OF TAXES



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All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

8. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company except for any assessments, bonds, charges or liens imposed on the property described in the Grant Deed in Exhibit B attached hereto, on or after the date of the closing. Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about



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the Property, including, but not limited to, soil and groundwater contamination.

10. 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 Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements incidental to Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. 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.

12. REAL ESTATE BROKER

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

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.



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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 Grant Deeds.

C. Escrow Holder shall:

- (i) Record the Grant and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B, C, D, E and F and the exhibits thereto, together with County's Certificates of Acceptance; and
- (ii) Cause the policy of title insurance to be issued; and
- (iii) Deliver the just compensation to Seller.

14. TIME IS OF THE ESSENCE

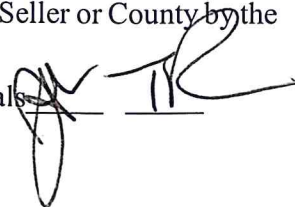
Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

15. 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.

16. 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



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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: Tower Energy Group
Attn: John T. Rogers
1983 West 190th Street
Torrance, CA 90504

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

COPY TO: County of El Dorado
CDA, Transportation Division
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

17. 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.

18. 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.

19. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do

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not constitute part of this Agreement and shall not be used in its construction.

20. 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.

21. 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.

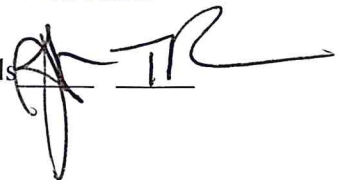
22. LEASE WARRANTY PROVISION

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

23. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

- A. County or County's contractor or authorized agent will cut and cap any landscape irrigation improvements at the new right of way limits prior to construction.
- B. County or County's contractor or authorized agent will relocate existing mailbox to accommodate the roadway improvements to be constructed.
- C. County or Country's contractor or authorized agent will conform both driveway entrances to accommodate the roadway improvements to be constructed.



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- D. County or County's contractor or authorized agent will place temporary fencing at the limits of the project work areas during project construction.
- E. County or County's contractor or authorized agent will remove existing pavement within area of relocated sign and replace approximately 26 feet of A/C curb to create new area around relocated sign, as shown in Exhibit G attached.

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 and the County shall repair any damage caused by the County or County's Contractor or authorized agents work. Seller understands and agrees that after completion of the work described above, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

24. 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 Numbers 329-280-12 and 329-280-13) where necessary, to perform the work as described in Section 23 of this Agreement.

25. 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.

26. ENTIRE AGREEMENT

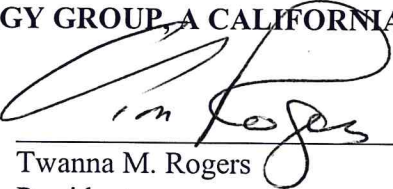
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter




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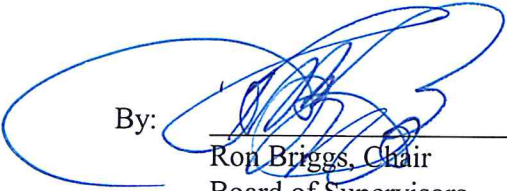
hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

SELLER: TOWER ENERGY GROUP, A CALIFORNIA CORPORATION

Date: 5/28/13 By: 
Twanna M. Rogers
~~President~~

Date: 5/28/13 By: 
John T. Rogers
~~Secretary~~

COUNTY OF EL DORADO:

Date: 5-21-13 By: 
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Seller's Initials 

EXHIBIT "A"
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 198, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DEER PARK UNIT NO.1", AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA ON OCTOBER 13, 1964, IN MAP BOOK "D" AT PAGE 30; THENCE FROM SAID POINT OF BEGINNING, NORTH 84 DEG 47' 00" WEST ALONG THE NORTH LINE OF SAID LOT 198, A DISTANCE OF 156.44 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE SOUTHEASTERLY LINE OF STATE HIGHWAY 49 FROM A TANGENT BEARING NORTH 39 DEG 50' 50" EAST, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4980.00 FEET AND A CENTRAL ANGLE OF 2 DEG 37' 53" A DISTANCE OF 228.71 FEET; THENCE SOUTH 84 DEG 47' 00" EAST, LEAVING SAID SOUTHEASTERLY LINE AND PARALLEL WITH THE NORTH LINE OF SAID LOT 198, A DISTANCE OF 200.00 FEET; THENCE SOUTH 41 DEG 09' 46" WEST A DISTANCE OF 228.69 FEET TO A POINT ON AN EASTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 198; THENCE NORTH 84 DEG 47' 00" WEST ALONG SAID PROJECTION, A DISTANCE OF 43.56 FEET TO THE NORTHEAST CORNER OF SAID LOT 198 AND THE POINT OF BEGINNING.

A.P.N. 329-280-12-100

EXHIBIT "A1"
LEGAL DESCRIPTION

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

PARCEL 1:

LOT 198, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DEER PARK UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 13, 1964, IN MAP BOOK "D" AT PAGE 30.

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE SOUTH ONE-HALF OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 198 AS SHOWN ON THAT CERTAIN MAP ENTITLED "DEER PARK UNIT NO. 1", AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA ON OCTOBER 13, 1964, IN MAP BOOK "D" AT PAGE 30; THENCE FROM SAID POINT OF BEGINNING ALONG THE EASTERLY LINE OF SAID LOT 198, NORTH 08 DEG 33' 18" WEST A DISTANCE OF 223.42 FEET THE NORTHEAST CORNER OF SAID LOT 198; THENCE ALONG A SOUTHERLY LINE OF THE LANDS OF TRIPLAR AS ACQUIRED BY THE BOUNDARY LINE AGREEMENT "BLA 95-59", SOUTH 84 DEG 47' 00" EAST A DISTANCE OF 43.56 FEET TO AN EASTERLY CORNER OF SAID LANDS; THENCE ACROSS THE LANDS OF QUIGLEY, AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 30, 1990 IN BOOK 3360 OF OFFICIAL RECORDS AT PAGE 14, EL DORADO COUNTY RECORDS, SOUTH 02 DEG 44' 44" WEST A DISTANCE OF 217.22 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 198 AND THE POINT OF BEGINNING.

A.P.N. 329-280-13-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-13

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **TOWER ENERGY GROUP, A CALIFORNIA CORPORATION**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property granted herein or structures constructed thereon are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of

EXHIBIT "B"

the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2013.

TOWER ENERGY GROUP, A CALIFORNIA CORPORATION

By: _____
Twanna M. Rogers
President

By: _____
John T. Rogers
Secretary

Notary Acknowledgments To Follow

Exhibit 'A'

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular property described in that certain document number 1998-0024912, official records said county and state more particularly described as follows:

Beginning at the southeast corner of said property; thence from said POINT OF BEGINNING along the southwesterly line of said property along a curve to the right having a radius of 769.89 feet through a central angle of $13^{\circ} 47' 10''$ an arc length of 185.25 feet, said curve being subtended by a chord which bears North $57^{\circ} 49' 13''$ West 184.80 feet; thence North $50^{\circ} 55' 38''$ West 79.59 feet; thence leaving said southwesterly line North $39^{\circ} 04' 22''$ East 2.74 feet; thence South $36^{\circ} 56' 44''$ East 10.82 feet; thence South $51^{\circ} 43' 05''$ East 69.14 feet to the beginning of a curve to the left having a radius of 766.24 feet; thence along said curve through a central angle of $13^{\circ} 41' 23''$ an arc length of 183.08 feet, said curve being subtended by a chord which bears South $58^{\circ} 33' 46''$ East 182.64 feet to the easterly line of said property; thence along said easterly line South $01^{\circ} 54' 21''$ West 3.97 feet to the POINT OF BEGINNING, containing 490 square feet more or less. See Exhibit 'B' attached hereto and made a part hereof.

Together with, underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe that portion of said tract for road right of way acquisition purposes.



Loren A. Massaro P.L.S. 8117

Dated: 11.09.2012

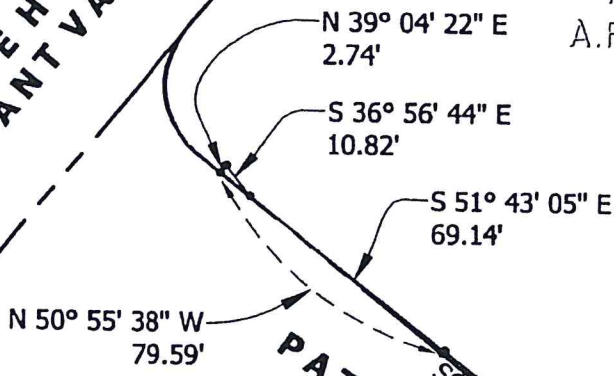


EXHIBIT 'B'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California

TOWER ENERGY GROUP
DOC. NO. 1998-0024912
POR. RS 22-20
A.P.N. 329-280-13

STATE HWY 49/
PLEASANT VALLEY RD



R=769.89'
L=185.25'
 $\Delta=13^\circ 47' 10''$
CH=N 57° 49' 13" W
184.80'

R=766.24'
L=183.08'
 $\Delta=13^\circ 41' 23''$
CH=S 58° 33' 46" E
182.64'

FEE RIGHT-OF-WAY
AREA=490 SQ. FT. ±

EASTERLY LINE DOC. NO. 1998-0024912

POINT OF BEGINNING
(SOUTHEAST COR. OF
DOC. NO. 1998-0024912)

S 01° 54' 21" W
3.97'



Grid North
Scale 1"=50'

CO.	RTE.	P.M.
ED	49	10.51/10.78

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-13

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

HIGHWAY AND PUBLIC UTILITIES EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **TOWER ENERGY GROUP, A CALIFORNIA CORPORATION**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A1" AND AS DEPICTED IN EXHIBIT "B1" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said easement shall include rights of way for Public Utilities such as water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property granted herein or structures constructed thereon are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

EXHIBIT "C"

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

The Grantor hereby further grants to grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right of way, including the right to take water, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The County of El Dorado shall repair any damage, at its expense, caused by the County of El Dorado's entry onto Grantor's remaining property, outside the Utilities Easement, and shall restore the Grantor's remaining property, as nearly as possible, to its original condition.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2013.

GRANTOR: TOWER ENERGY GROUP, A CALIFORNIA CORPORATION

Date: _____ By: _____
Twanna M. Rogers
President

Date: _____ By: _____
John T. Rogers
Secretary

Notary Acknowledgements To Follow

Exhibit 'A1'
(36185-1)

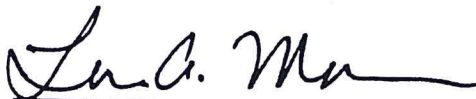
All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular property described in that certain document number 1998-0024912, official records said county and state more particularly described as follows:

Beginning on the southwesterly line of said property from which the southeast corner thereof bears the following 2 (two) courses; 1) South 50° 55' 38" East 79.59 feet and 2) along a curve to the left having a radius of 769.89 feet, through a central angle of 13° 46' 02" an arc length of 184.99 feet, said curve being subtended by a chord which bears South 57° 48' 39" East 184.55 feet; thence from said POINT OF BEGINNING along said southwesterly line North 50° 55' 38" West 7.95 feet to the beginning of a curve to the right having a radius of 25.00 feet; thence along said curve through a central angle of 90° 00' 00" an arc length of 39.26 feet, said curve being subtended by a chord which bears North 05° 56' 05" West 35.35 feet; thence North 39° 28' 29" East 17.52 feet; thence leaving said southwesterly line South 28° 15' 43" West 9.72 feet to the beginning of a non-tangent curve to the left having a radius of 37.83 feet; thence along said curve through a central angle of 69° 50' 00" an arc length of 46.11 feet, said curve being subtended by a chord which bears South 06° 39' 17" East 43.30 feet, thence South 39° 04' 22" West 2.74 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe that portion of said property for highway easement purposes.



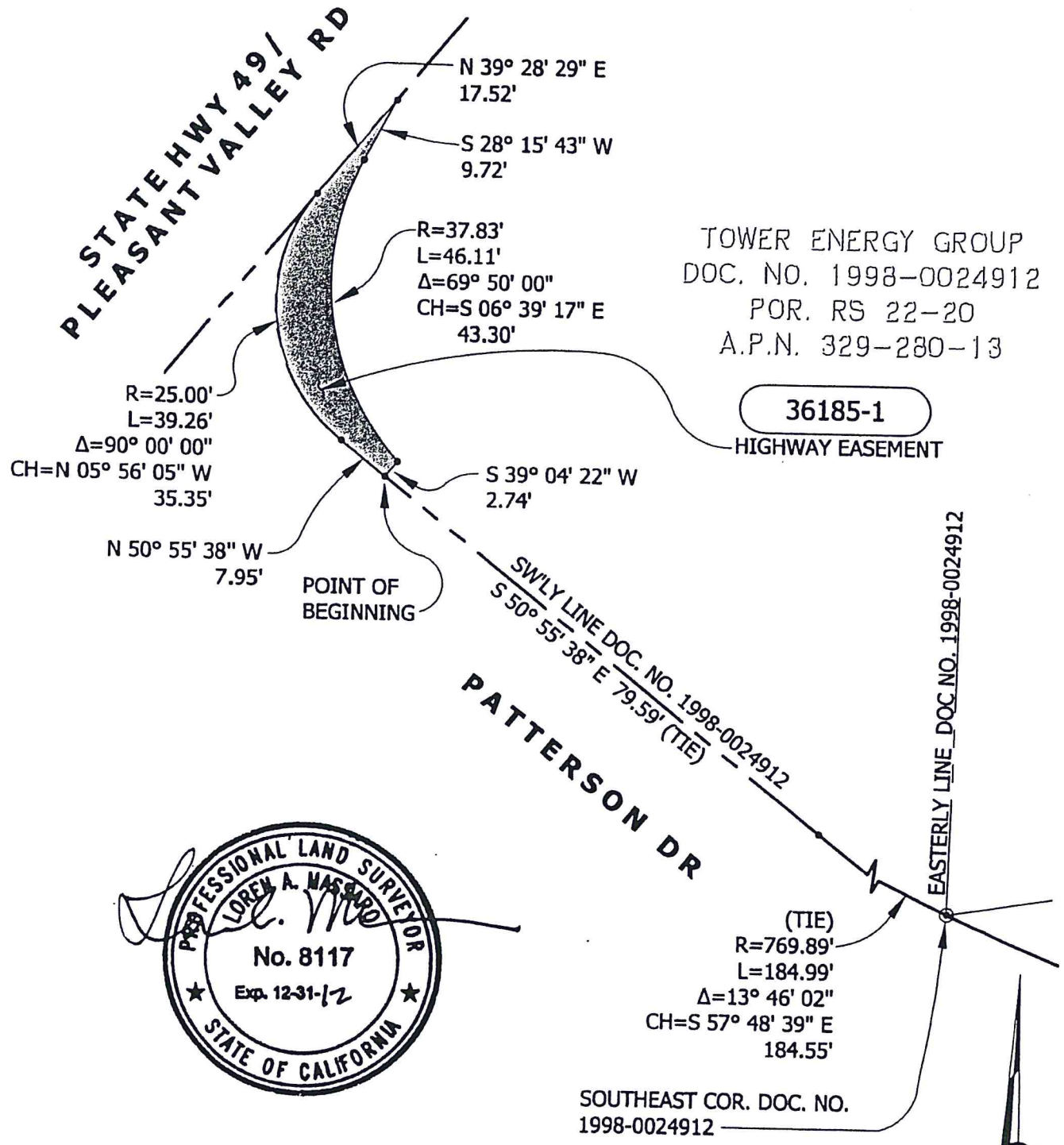
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Department of Transportation



Dated: 11.09.2012

EXHIBIT 'B1'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=20'

CO.	RTE.	P.M.
ED	49	10.51/10.78

EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-12, 329-280-13

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

For Valuable Consideration, receipt of which is hereby acknowledged, **TOWER ENERGY GROUP, A CALIFORNIA CORPORATION** hereinafter called GRANTOR, owner of the real property herein described, does hereby grants to **PACIFIC GAS AND ELECTRIC COMPANY**, a public utility easement, for any and all public purposes, over, under, 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 as:

See Exhibits A3 and B3, attached hereto and made a part hereof.

Said public utility easement shall include rights of way for Public Utilities such as water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property granted herein or structures constructed thereon are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

EXHIBIT "D"

(b) County of El Dorado shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

Pacific Gas and Electric Company shall repair any damage, at its expense, caused by Pacific Gas and Electric Company's entry onto the easement area and Grantor's remaining property, pursuant to the rights in this Public Utility Easement, and shall restore the easement area and Grantor's remaining property as nearly as possible to its original condition.

IN WITNESS WHEREOF, GRANTORS has hereunto subscribed his name this _____ day of _____, 2013.

GRANTOR: TOWER ENERGY GROUP, A CALIFORNIA CORPORATION

By: _____
Twanna M. Rogers
President

By: _____
John T. Rogers
Secretary

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A3'
(36185-2)

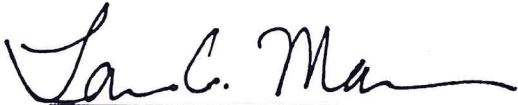
All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular property described in that certain document number 1998-0024912, official records said county and state more particularly described as follows:

Beginning at the northwest corner of said property; thence from said POINT OF BEGINNING along the northerly line of said property South 85° 32' 51" East 29.82 feet to the beginning of a non-tangent curve to the left having a radius of 2839.98 feet; thence leaving said line along said curve through a central angle of 02° 33' 51" an arc length of 127.10 feet, said curve being subtended by a chord which bears South 41° 30' 29" West 127.09 feet; thence South 40° 13' 33" West 103.48 feet to the beginning of a curve to the left having a radius of 3440.00 feet; thence along said curve through a central angle of 01° 30' 10" an arc length of 90.23 feet, said curve being subtended by a chord which bears South 39° 28' 28" West 90.23 feet to the beginning of a non-tangent curve to the right having a radius of 37.83 feet; thence along said curve through a central angle of 52° 22' 00" an arc length of 34.57 feet, said curve being subtended by a chord which bears North 02° 04' 43" East 33.38 feet; thence North 28° 15' 43" East 9.72 feet to the westerly line of said property; thence along said westerly line North 39° 28' 29" East 38.91 feet to the beginning of a non-tangent curve to the right having a radius of 4979.30 feet; thence along said curve through a central angle of 02° 37' 53" an arc length of 228.68 feet, said curve being subtended by a chord which bears North 40° 22' 44" East 228.66 feet to the POINT OF BEGINNING. See Exhibit 'B3' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe that portion of said property as an easement.



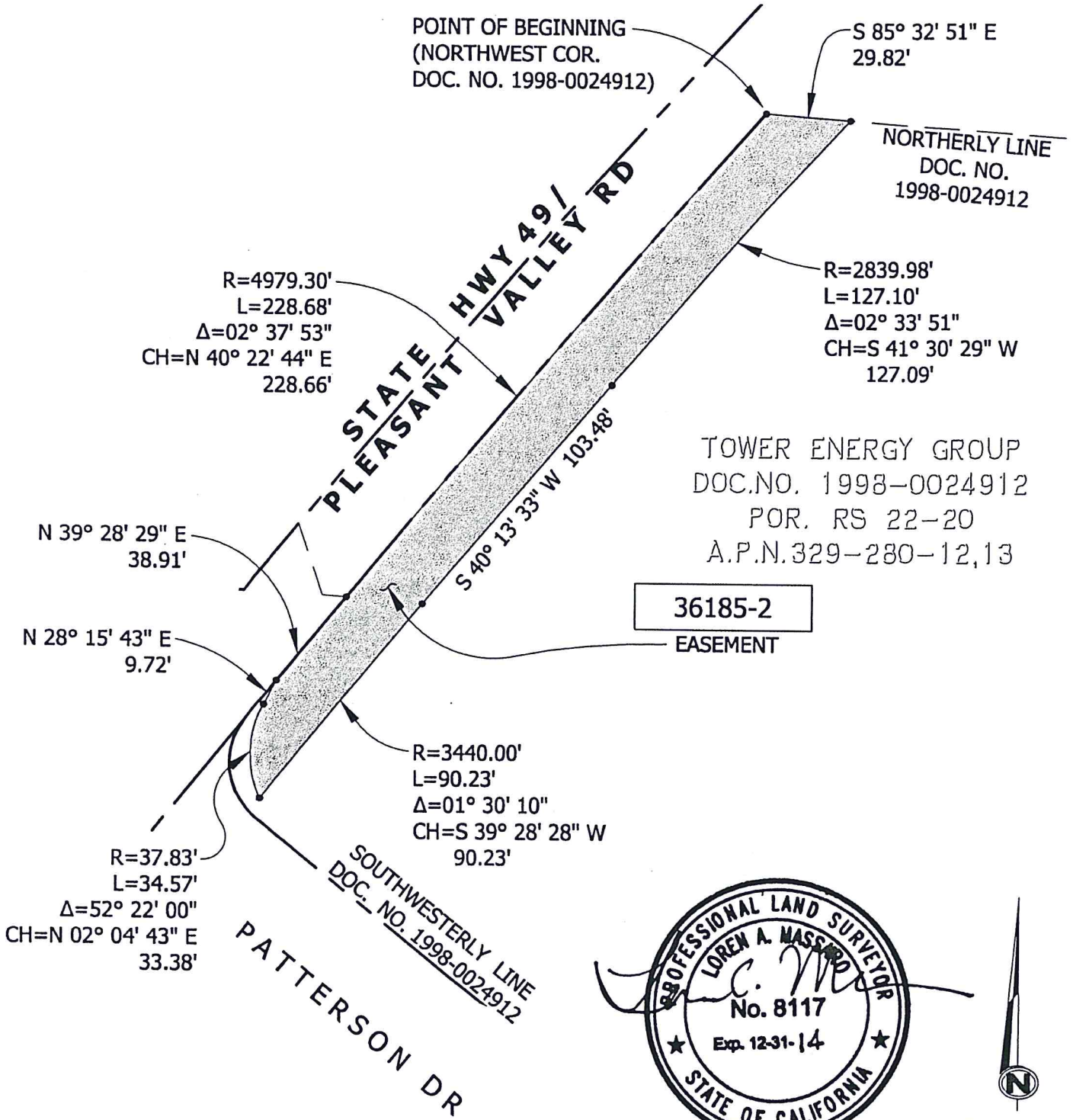
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated: 04.23.2013



EXHIBIT 'B3'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=50'

CO.	RTE.	P.M.
ED	49	10.51/10.78

EXHIBIT "E"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-12, 329-280-13
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

TOWER ENERGY GROUP, A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, 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 "A4" and "B4" attached hereto and by reference is made a part hereof.

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

1. In consideration of \$9,384.00 (NINE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS EXACTLY) 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 they are the owner of the property described in Exhibit A4 and depicted on the map in Exhibit B4 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 **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project)**. 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

EXHIBIT "E"

Completion of the Project. 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.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$391.00 (Three Hundred Ninety-One dollars, exactly) monthly will be paid to the 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 so that the property is restored as nearly as possible to its original condition.

GRANTOR: TOWER ENERGY GROUP, A CALIFORNIA CORPORATION

By: _____
Twanna M. Rogers
President

By: _____
John T. Rogers
Secretary

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A4'
(36185-3)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular property described in that certain document number 1998-0024912, official records said county and state more particularly described as follows:

Beginning at the northwest corner of said property; thence from said POINT OF BEGINNING along the northerly line of said property South 85° 32' 51" East 29.82 feet to the beginning of a non-tangent curve to the left having a radius of 2839.98 feet; thence leaving said line along said curve through a central angle of 02° 33' 51" an arc length of 127.10 feet, said curve being subtended by a chord which bears South 41° 30' 29" West 127.09 feet; thence South 40° 13' 33" West 103.48 feet to the beginning of a curve to the left having a radius of 3440.00 feet; thence along said curve through a central angle of 01° 30' 10" an arc length of 90.23 feet, said curve being subtended by a chord which bears South 39° 28' 28" West 90.23 feet to the beginning of a non-tangent curve to the right having a radius of 37.83 feet; thence along said curve through a central angle of 52° 22' 00" an arc length of 34.57 feet, said curve being subtended by a chord which bears North 02° 04' 43" East 33.38 feet; thence North 28° 15' 43" East 9.72 feet to the westerly line of said property; thence along said westerly line North 39° 28' 29" East 38.91 feet to the beginning of a non-tangent curve to the right having a radius of 4979.30 feet; thence along said curve through a central angle of 02° 37' 53" an arc length of 228.68 feet, said curve being subtended by a chord which bears North 40° 22' 44" East 228.66 feet to the POINT OF BEGINNING. See Exhibit 'B4' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe that portion of said property as an easement for temporary construction purposes.



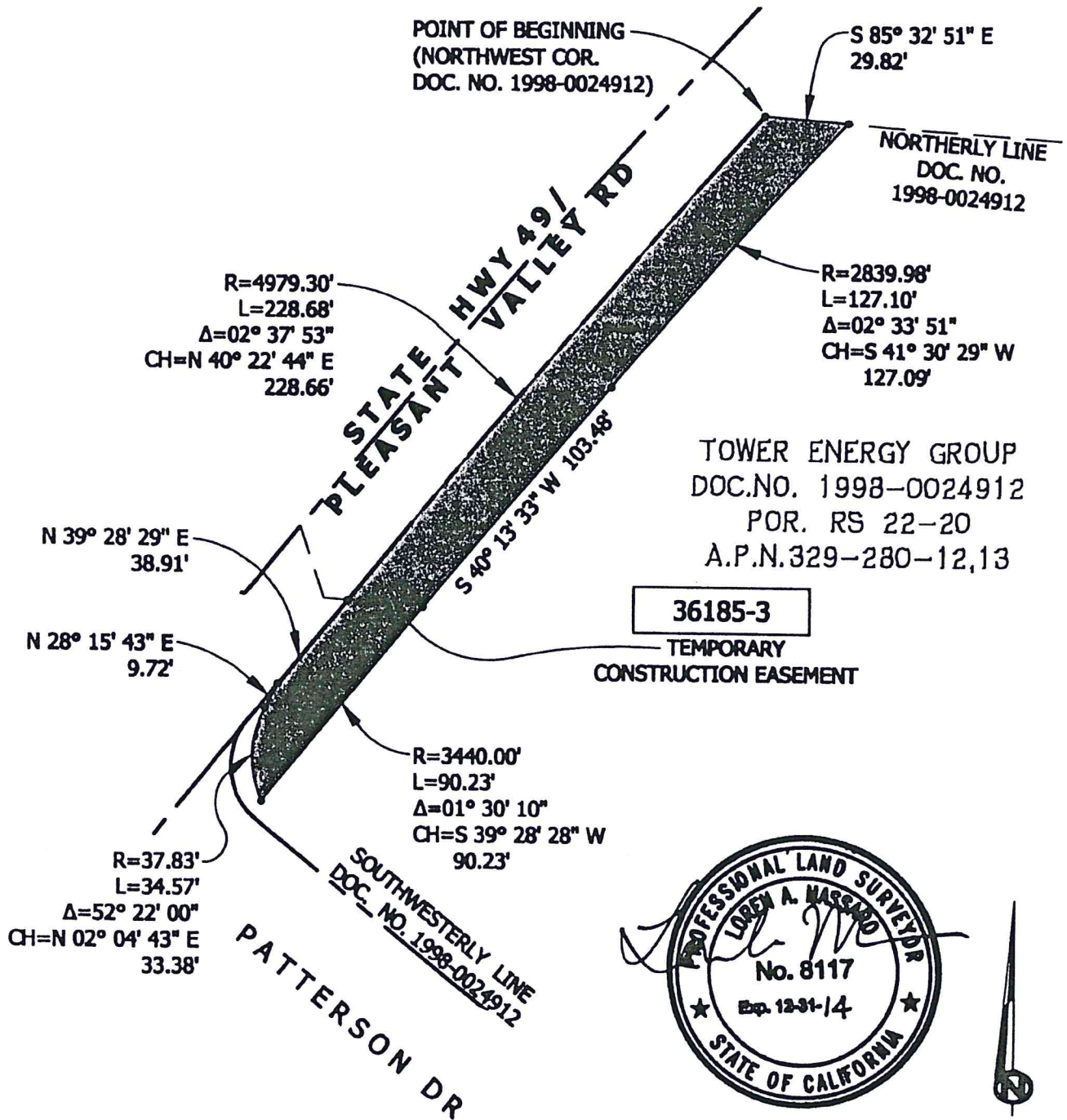
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated: 01.16.2013



EXHIBIT 'B4'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



CO.	RTE.	P.M.
ED	49	10.51/10.78

EXHIBIT "F"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-13
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

TOWER ENERGY GROUP, A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, 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 "A2" and "B2" attached hereto and by reference is made a part hereof.

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

1. In consideration of \$7,176.00 (SEVEN THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS EXACTLY) 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 they are the owner of the property described in Exhibit A2 and depicted on the map in Exhibit B2 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 **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project)**. 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

EXHIBIT "F"

Completion of the Project. 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.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$299.00 (Two Hundred Ninety-nine dollars, exactly) monthly will be paid to the 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 so that the property is restored as nearly as possible to its original condition.

GRANTOR: TOWER ENERGY GROUP, A CALIFORNIA CORPORATION

By: _____
Twanna M. Rogers
President

By: _____
John T. Rogers
Secretary

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A2'

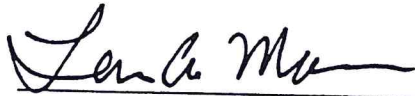
All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular property described in that certain document number 1998-0024912, official records said county and state more particularly described as follows:

Beginning on the easterly line of said property from which the southeast corner thereof bears South 01° 54' 21" West 3.97 feet; thence from said POINT OF BEGINNING along a curve to the right having a radius of 766.24 feet through a central angle of 13° 41' 23" an arc length of 183.08 feet, said curve being subtended by a chord which bears North 58° 33' 46" West 182.64 feet; thence North 51° 43' 05" West 69.14 feet; thence North 36° 56' 44" West 10.82 feet to the beginning of a non-tangent curve to the right having a radius of 37.83 feet; thence along said curve through a central angle of 17° 28' 01" an arc length of 11.53 feet, said curve being subtended by a chord which bears North 32° 50' 17" West 11.49 feet to the beginning of a non-tangent curve to the right having a radius of 3440.00 feet; thence along said curve through a central angle of 00° 11' 01" an arc length of 11.02 feet, said curve being subtended by a chord which bears North 38° 48' 53" East 11.02 feet; thence South 36° 56' 44" East 23.50 feet; thence South 51° 43' 05" East 67.65 feet to the beginning of a curve to the left having a radius of 754.74 feet; thence along said curve through a central angle of 03° 40' 10" an arc length of 48.34 feet, said curve being subtended by a chord which bears South 53° 33' 10" East 48.33 feet; thence North 63° 30' 53" East 18.34 feet to the beginning of a non-tangent curve to the left having a radius of 738.74 feet; thence along said curve through a central angle of 04° 08' 24" an arc length of 53.38 feet, said curve being subtended by a chord which bears South 58° 08' 41" East 53.37 feet; thence South 29° 47' 07" West 17.52 feet; thence South 66° 05' 40" East 62.67 feet to said easterly line; thence South 01° 54' 21" West 14.99 feet to the POINT OF BEGINNING, containing 4098 square feet or 0.09 acres more or less. See Exhibit 'B2' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe that portion of said property for construction easement purposes.



Loren A. Massaro P.L.S. 8117

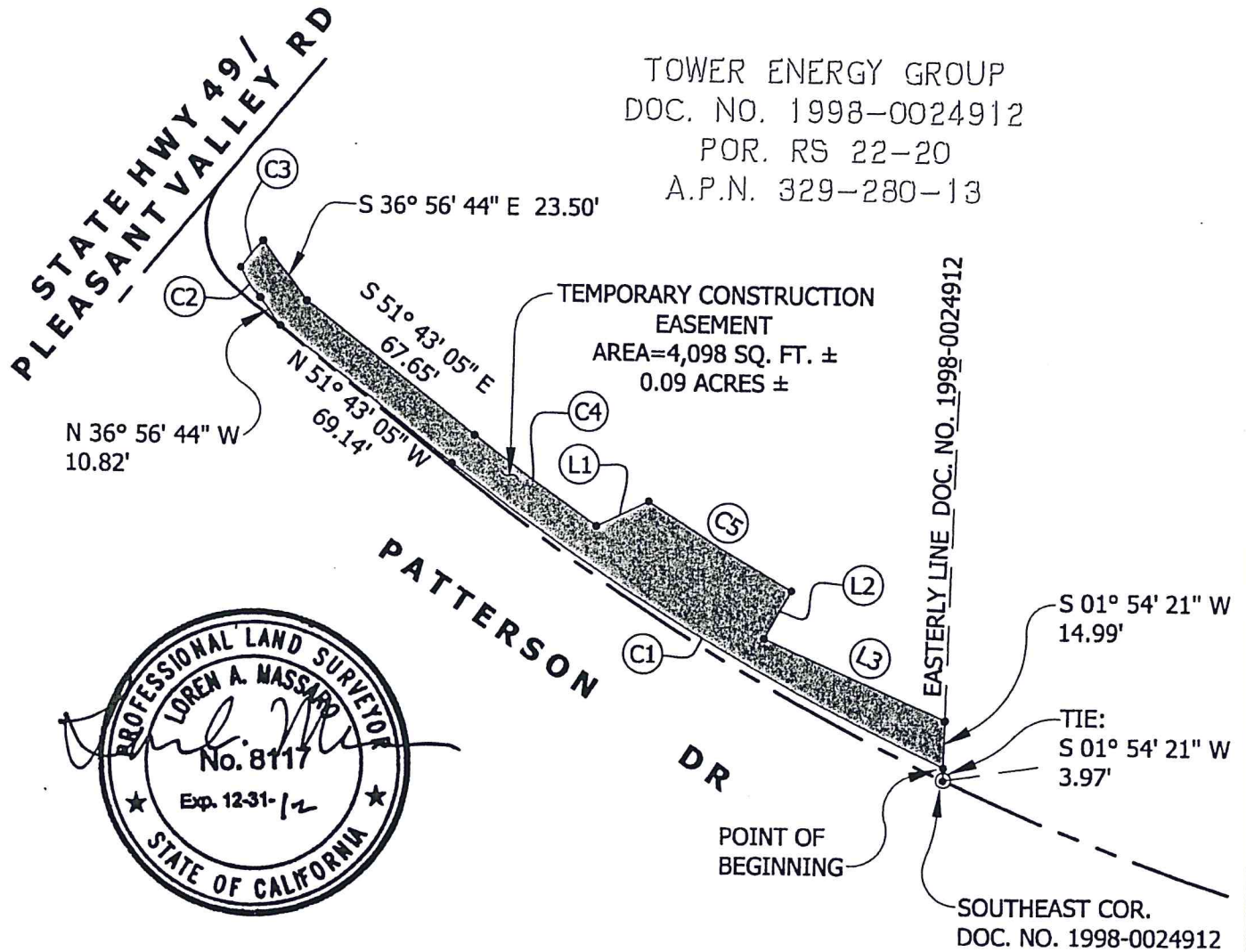
Dated: 11.09.2012



EXHIBIT 'B2'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California

TOWER ENERGY GROUP
DOC. NO. 1998-0024912
POR. RS 22-20
A.P.N. 329-280-13



- (C1) R=766.24' Δ=13° 41' 23" L=183.08'
CH=N 58° 33' 46" W 182.64'
- (C2) R=37.83' Δ=17° 28' 01" L=11.53'
CH=N 32° 50' 17" W 11.49'
- (C3) R=3440.00' Δ=00° 11' 01" L=11.02'
CH=N 38° 48' 53" E 11.02'
- (C4) R=754.74' Δ=03° 40' 10" L=48.34'
CH=S 53° 33' 10" E 48.33'

- (L1) N 63° 30' 53" E 18.34'
- (C5) R=738.74' Δ=04° 08' 24" L=53.38'
CH=S 58° 08' 41" E 53.37'
- (L2) S 29° 47' 07" W 17.52'
- (L3) S 66° 05' 40" E 62.67'

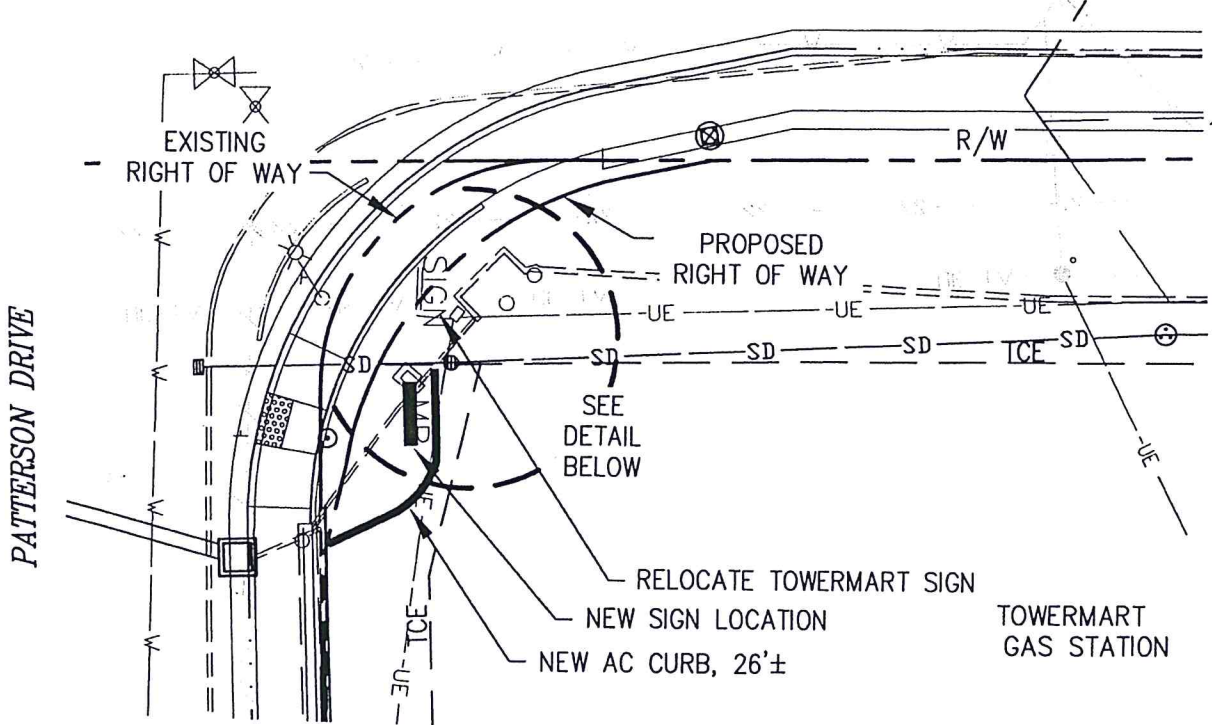
CO.	RTE.	P.M.
ED	49	10.51/10.78



Grid North
Scale 1"=50'

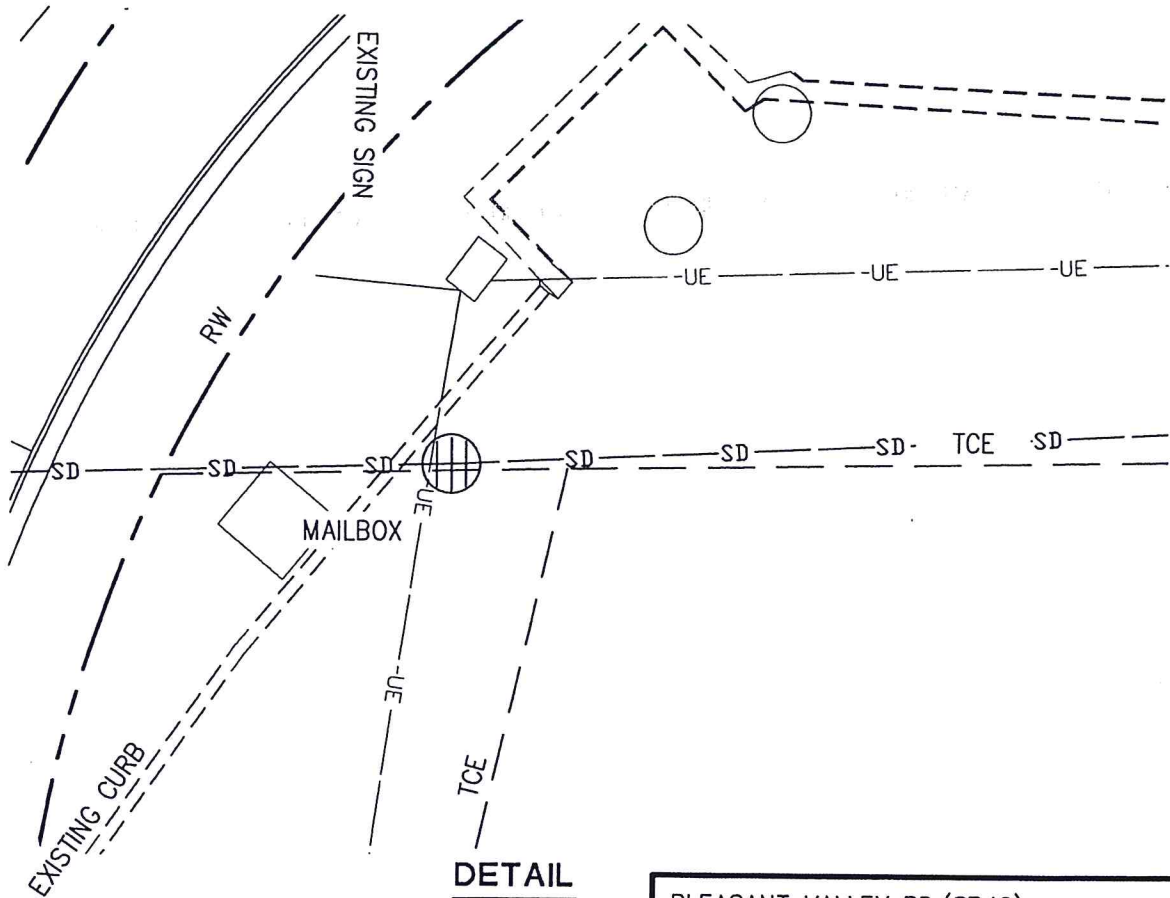
EXHIBIT "G"

HWY 49 / PLEASANT VALLEY ROAD



PLAN - TOWERMART SIGN RELOCATION

SCALE: 1"=20'



DETAIL

SCALE: 1"=5'

PLEASANT VALLEY RD.(SR49)
/ PATTERSON DR.
INTERSECTION SIGNALIZATION

5-01-13

\\73320 patterson....\drawings\sheets\L2\Layout tab: TM Sign Relocation Exhibit