

Seller: MJ 318, L. P., et al
APN: 118-110-03
Project#: 73359
Escrow#: 205-11506

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 MJ 318, L. P., a California Limited Partnership, Angelo K. Tsakopoulos, a married man, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust Dated May 4, 1990, 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, a legal description of which is attached hereto, as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, a Road Right of Way and Public Utilities Easement, as described and depicted in Exhibit B, and the exhibits thereto; a Slope and Drainage Easement, as described and depicted in Exhibit C, and the exhibits thereto; and a Temporary Construction Easement, as described and depicted in Exhibit D, and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", on the terms and conditions herein set forth.

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

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1

Seller's Initials AK AK AK AK _____

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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 and D, and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit D, which is attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$1.00 for the Road Right of Way and Public Utilities Easement, \$3,250.00 for the Slope and Drainage Easement, and \$800.00 for the Temporary Construction Easement, and \$1,000.00 for nine trees outside of the current right of way, increased to a total **not-to-exceed amount** of \$5,100.00 (Five thousand one hundred 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 No. 205-11506, which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, and Grant of

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Temporary Construction Easement, 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 June 30, 2011, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement;

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

5. TITLE

Seller shall by Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement, convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the

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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. 205-11506, dated November 4, 2009, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to item 4, 5, 6, 7, 8, 10, 11, 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.

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

D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

7. PRORATION OF TAXES

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. 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.

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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 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 adjacent to Latrobe Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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

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13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement.
- C. Escrow Holder shall:
 - (i) Record the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement for the Acquisition Properties, as described and depicted in Exhibits B, C and D, and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Seller.

14. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or

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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 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: **MJ318, LP, a California Limited Partnership**
 Angelo K. Tsakopoulos
 Tsakopoulos Family Partnership, a California General Partnership
 John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley
 Ann Kemp Family Trust Dated May 4, 1990

C/O Michael J. McDougall, MJM Properties, LLC
1037 Suncoast Lane, Suite 111
El Dorado Hills, CA 95762

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

Seller's Initials  _____

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1037 Suncast Lane, Suite 111
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**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

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**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Program Manager
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 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.

Seller's Initials *om* *om* _____

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Seller's Initials *ou* *ou* *LT* *JK* *LK*

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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:

- (i) County or County's contractor or authorized agent will remove and replace any existing barbed wire fencing, in-kind, to be located behind the permanent easement line. Temporary fencing shall be provided at the time existing barbed wire fencing is removed and until permanent fencing is installed.
- (ii) County or County's contractor or authorized agent will remove nine trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater, will be cut, removed and placed within the new property line, for Seller to use as firewood.
- (iii) The widening will require the extension of the road fills on the north side of Latrobe Road, due to the steep down-slope on that side. County or County's contractor or authorized agent will construct a gabion-type retaining wall to retain the added fill slope material.

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- (ii) County or County's contractor or authorized agent will remove nine trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater, will be cut, removed and placed within the new property line, for Seller to use as firewood.
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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.

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 Properties, Assessor's Parcel Number 118-110-03, where necessary to perform the replacement and/or reconstruction as described in Section 23 of this Agreement. Seller understands and agrees that after completion of the work described in Section 23, the improvements will be considered Seller's sole property and Seller will be responsible for their maintenance, upkeep, and repair.

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 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.

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

Seller's Initials KT JK LK

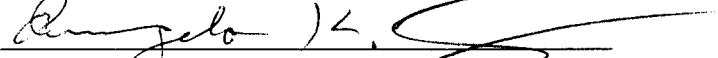
Seller: MJ 318, L. P., et al
APN: 118-110-03
Project#: 73359
Escrow#: 205-11506

SELLER:

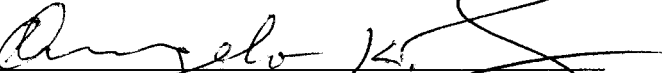
MJ 318, L. P., a California Limited Partnership, Angelo K. Tsakopoulos, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust Dated May 4, 1990

MJ 318, L. P., a California Limited Partnership

Date: 12/16/10

By: 
Angelo K. Tsakopoulos, Managing Partner

Date: 12/16/10

By: 
Angelo K. Tsakopoulos

**Tsakopoulos Family Partnership,
a California General Partnership**

Date: _____

By: _____
Katina Tsakopoulos, Managing General Partner

Date: _____

By: _____
**John C. Kemp, Trustee of the John C. Kemp
and Lesley Ann Kemp Family Trust Dated
May 4, 1990**

Date: _____

By: _____
**Lesley Ann Kemp, Trustee of the John C.
Kemp and Lesley Ann Kemp Family Trust
Dated May 4, 1990**


COUNTY OF EL DORADO:

Date: _____

By: _____
**Norma Santiago, Chairman of the Board
Board of Supervisors**

ATTEST: SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

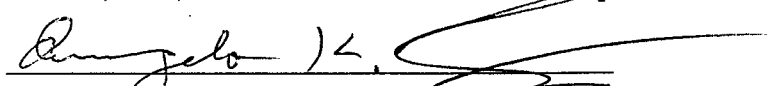
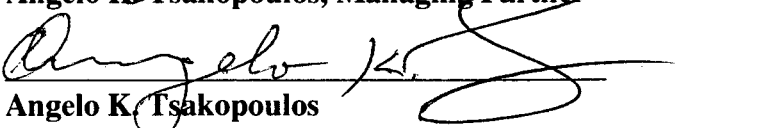
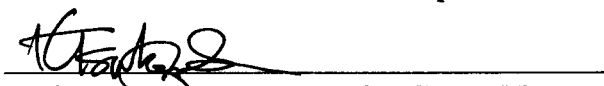
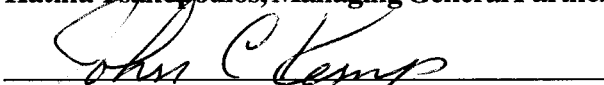

By: _____

Seller's Initials  _____

Seller: MJ 318, L. P., et al
APN: 118-110-03
Project#: 73359
Escrow#: 205-11506

SELLER:

MJ 318, L. P., a California Limited Partnership, Angelo K. Tsakopoulos, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust Dated May 4, 1990

MJ 318, L. P., a California Limited Partnership
Date: 12/16/10 By: 
Angelo K. Tsakopoulos, Managing Partner
Date: 12/16/10 By: 
Angelo K. Tsakopoulos
Tsakopoulos Family Partnership, a California General Partnership
Date: 12/28/10 By: 
Katina Tsakopoulos, Managing General Partner
Date: 1/7/11 By: 
John C. Kemp, Trustee of the John C. Kemp and Lesley Ann Kemp Family Trust Dated May 4, 1990
Date: 1-7-11 By: 
Lesley Ann Kemp, Trustee of the John C. Kemp and Lesley Ann Kemp Family Trust Dated May 4, 1990

COUNTY OF EL DORADO:

Date: _____ By: _____
Norma Santiago, Chairman of the Board Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

By: _____

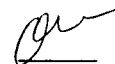
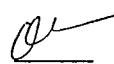
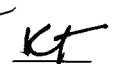


Seller's Initials     

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:

PARCEL ONE:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 19; THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20; THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29; THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 30, ALL IN TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M.

A) EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, AS DESCRIBED IN DEED TO HENRY COWELL LIME AND CEMENT COMPANY, A CORPORATION, RECORDED IN BOOK 83 OF DEEDS, RECORDS OF EL DORADO COUNTY, AT PAGE 437, AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., INTERSECTS THE COUNTY ROAD LEADING FROM LATROBE TO FOLSOM, AND RUNNING THENCE FROM SAID POINT OF INTERSECTION WEST 439.5 FEET ALONG SAID NORTH BOUNDARY LINE OF SAID SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 5 DEGREES 04' WEST 417.9 FEET, MORE OR LESS, TO SAID COUNTY ROAD; AND THENCE SOUTHEASTERLY ALONG SAID COUNTY ROAD TO THE POINT OF BEGINNING.

B) ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SECTIONS 29 AND 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 80 FEET IN WIDTH LYING 40 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (KNOWN AS RYAN RANCH ROAD):

BEGINNING AT A 3/4 INCH REBAR TAGGED "LS 3192" SET IN THE CENTERLINE OF LATROBE ROAD, SAID POINT BEARS NORTH 21 DEGREES 04' 51" WEST 1938.19 FEET FROM A 1-1/2 INCH CAPPED IRON PIPE STAMPED "T9N R9E S 30-29-31-32 1974 LS 3686"; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES:

NORTH 38 DEGREES 50' 35" EAST 233.64 FEET;
NORTH 02 DEGREES 33' 13" EAST 68.43 FEET;
NORTH 06 DEGREES 43' 39" EAST 157.02 FEET;
NORTH 06 DEGREES 21' 21" EAST 59.76 FEET;
NORTH 26 DEGREES 47' 11" EAST 161.53 FEET;
NORTH 47 DEGREES 41' 46" EAST 76.07 FEET;
NORTH 46 DEGREES 47' 04" EAST 98.46 FEET;
NORTH 33 DEGREES 47' 53" EAST 143.58 FEET;
NORTH 35 DEGREES 27' 04" EAST 170.65 FEET;
NORTH 42 DEGREES 01' 52" EAST 216.07 FEET;
NORTH 41 DEGREES 08' 07" EAST 36.12 FEET;
NORTH 46 DEGREES 41' 27" EAST 83.08 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION continued

NORTH 55 DEGREES 42' 58" EAST 132.12 FEET;
NORTH 65 DEGREES 54' 15" EAST 172.72 FEET;
NORTH 85 DEGREES 55' 31" EAST 140.01 FEET;
NORTH 80 DEGREES 48' 05" EAST 67.27 FEET;
NORTH 56 DEGREES 14' 50" EAST 97.72 FEET;
NORTH 38 DEGREES 28' 49" EAST 91.99 FEET;
NORTH 26 DEGREES 43' 43" EAST 324.74 FEET;
NORTH 39 DEGREES 12' 15" EAST 94.50 FEET;
NORTH 51 DEGREES 45' 05" EAST 341.54 FEET;
NORTH 63 DEGREES 53' 47" EAST 88.02 FEET TO A POINT IN THE NORTH-SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.; THENCE ALONG SAID NORTH-SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., NORTH 00 DEGREES 38' 00" WEST 11.11 FEET TO THE CENTER QUARTER CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 29, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., AS CONTAINED IN THE DEED TO SILVERADO TITLE COMPANY, A CALIFORNIA CORPORATION, RECORDED FEBRUARY 15, 1979 IN BOOK 1727 OF OFFICIAL RECORDS, AT PAGE 590.

C) ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.; LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WEST QUARTER CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M. AND THENCE FROM SAID POINT OF BEGINNING SOUTH 71 DEGREES 37' 51" EAST 1387.33 FEET ALONG THE MEAN LINE OF AN EXISTING FENCE TO A POINT IN THE NORTH-SOUTH QUARTER LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., SAID POINT BEARS SOUTH 00 DEGREES 02' 04" EAST 44.87 FEET FROM THE CENTER QUARTER CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.

D) ALSO EXCEPTING THEREFROM A PORTION OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST-WEST CENTERLINE OF THE SOUTH HALF OF SAID SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., SAID POINT BEARS NORTH 27 DEGREES 04' 34" WEST 1475.11 FEET FROM A 1-1/2 INCH CAPPED IRON PIPE STAMPED "LS 3686 SECTIONS 29-30-31-32 T9N R9E" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICIAL RECORDS OF THE COUNTY OF EL DORADO, IN BOOK 5 AT PAGE 9; THENCE FROM SAID POINT OF BEGINNING ALONG THE AFORESAID EAST-WEST CENTERLINE OF THE SOUTH HALF OF SAID SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., SOUTH 89 DEGREES 10' 54" WEST 4488.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.; THENCE ALONG THE WEST LINE OF SAID SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., NORTH 01 DEGREES 28' 39" WEST 1324.99 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.; NORTH 01 DEGREES 03' 46" WEST 1399.33 FEET TO THE INTERSECTION OF THE WEST LINE OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M. AND THE CENTERLINE OF THE LATROBE ROAD; THENCE ALONG THE CENTERLINE OF THE LATROBE ROAD THE FOLLOWING COURSES:

EXHIBIT 'A'
LEGAL DESCRIPTION continued

SOUTH 60 DEGREES 51' 31" EAST 304.17 FEET;
SOUTH 64 DEGREES 41' 26" EAST 430.77 FEET;
SOUTH 56 DEGREES 49' 41" EAST 348.48 FEET;
SOUTH 61 DEGREES 42' 33" EAST 411.84 FEET;
SOUTH 58 DEGREES 45' 48" EAST 209.64 FEET;
SOUTH 55 DEGREES 57' 18" EAST 204.23 FEET;
SOUTH 57 DEGREES 51' 47" EAST 244.95 FEET;
SOUTH 70 DEGREES 05' 04" EAST 187.26 FEET;
SOUTH 78 DEGREES 54' 54" EAST 233.44 FEET;
SOUTH 84 DEGREES 59' 22" EAST 273.31 FEET;
SOUTH 77 DEGREES 38' 54" EAST 168.80 FEET;
SOUTH 61 DEGREES 20' 27" EAST 144.69 FEET;
SOUTH 54 DEGREES 38' 10" EAST 192.78 FEET;
SOUTH 61 DEGREES 56' 00" EAST 142.20 FEET;
SOUTH 63 DEGREES 50' 32" EAST 858.69 FEET;
SOUTH 67 DEGREES 03' 32" EAST 429.89 FEET;
SOUTH 62 DEGREES 36' 58" EAST 226.69 FEET;
SOUTH 54 DEGREES 30' 46" EAST 22.08 FEET;

THENCE DEPARTING SAID CENTERLINE OF SAID LATROBE ROAD SOUTH 05 DEGREES 04' 00" EAST 510.32 FEET TO THE POINT OF BEGINNING, AS CONTAINED IN THE DEED RECORDED FEBRUARY 8, 1979 IN BOOK 1725 OF OFFICIAL RECORDS, AT PAGE 549.

E) ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40.00 FEET NORTHERLY AND RADIAL FROM ENGINEER'S STATION 40+34.40, E.D., "A" LINE, SAID "A" LINE BEING SHOWN ON A MAP OF THE 1986 ALIGNMENT OF LATROBE ROAD PROJECT NO. 3060, FROM WHICH THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31 AND 32 BEARS SOUTH 31 DEGREES 17' 05" EAST 2500.08 FEET DISTANT; THENCE FROM THE TRUE POINT OF BEGINNING ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1345.10 FEET, THE CHORD OF WHICH BEARS SOUTH 63 DEGREES 45' 05" EAST 138.44 FEET TO A POINT 40.00 FEET NORTHERLY OF AND RADIAL FROM ENGINEER'S STATION 39+00.00, P.O.C., "A" LINE; THENCE SOUTH 61 DEGREES 21' 27" EAST 103.37 FEET TO A POINT 45.00 FEET NORTHERLY OF AND RADIAL FROM ENGINEER'S STATION 38+00.00, P.O.C., "A" LINE; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1345.10 FEET, THE CHORD OF WHICH BEARS SOUTH 54 DEGREES 14' 57" EAST 100.17 FEET TO A POINT ON THE CENTERLINE OF LATROBE ROAD, AS SHOWN ON A RECORD OF SURVEY MAP FILED IN BOOK 14, AT PAGE 13, SAID OFFICIAL RECORDS; THENCE ALONG SAID CENTERLINE NORTH 67 DEGREES 03' 19" WEST 357.03 FEET; THENCE NORTH 63 DEGREES 50' 19" WEST 131.72 FEET TO THE TERMINATION POINT OF SAID ROAD PROJECT; THENCE NORTH 24 DEGREES 55' 50" EAST 38.22 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID ROAD PROJECT; THENCE SOUTH 65 DEGREES 04' 10" EAST 148.56 FEET TO THE TRUE POINT OF BEGINNING, AS CONTAINED IN THE DEED TO THE COUNTY OF EL DORADO ON SEPTEMBER 19, 1986 IN BOOK 2628 OF OFFICIAL RECORDS, AT PAGE 538.

PARCEL TWO:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, ALSO KNOWN AS THE NORTH 1/2 OF LOT 1

10-1055.C.27

EXHIBIT "A"
LEGAL DESCRIPTION continued

OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M.

A.P.N. 118-110-02-100 AND 118-110-03-100

TOGETHER WITH:

A RIGHT OF WAY FOR ROAD PURPOSES AND PUBLIC UTILITIES EASEMENTS OVER AND ACROSS A STRIP OF LAND 80 FEET IN WIDTH, MEASURED AT RIGHT ANGLES ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH BEARS SOUTH 00 DEGREES 38' 00" EAST 11.11 FEET FROM THE CENTER QUARTER CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES:

**NORTH 63 DEGREES 53' 45" EAST 47.63 FEET;
NORTH 03 DEGREES 26' 06" WEST 53.88 FEET;
NORTH 04 DEGREES 46' 06" WEST 275.93 FEET;
NORTH 62 DEGREES 14' 24" EAST 201.26 FEET;
NORTH 43 DEGREES 43' 43" EAST 382.42 FEET;
NORTH 11 DEGREES 03' 23" EAST 89.67 FEET;
NORTH 23 DEGREES 45' 40" EAST 265.14 FEET;
NORTH 06 DEGREES 40' 24" EAST 105.00 FEET;
NORTH 18 DEGREES 30' 06" WEST 207.37 FEET;
NORTH 09 DEGREES 20' 51" WEST 100.00 FEET;
NORTH 03 DEGREES 47' 10" EAST 106.33 FEET;
NORTH 23 DEGREES 55' 39" EAST 462.54 FEET;
NORTH 29 DEGREES 42' 51" EAST 282.65 FEET;
NORTH 01 DEGREES 25' 48" WEST 108.76 FEET;
NORTH 37 DEGREES 08' 49" WEST 65.00 FEET;
SOUTH 88 DEGREES 03' 09" WEST 132.25 FEET;
NORTH 68 DEGREES 06' 51" WEST 76.85 FEET;
NORTH 26 DEGREES 21' 37" WEST 104.29 FEET;
NORTH 14 DEGREES 38' 31" WEST 207.98 FEET;
NORTH 05 DEGREES 18' 15" EAST 95.09 FEET;
NORTH 35 DEGREES 29' 45" EAST 113.10 FEET;
NORTH 44 DEGREES 51' 22" EAST 118.18 FEET;
NORTH 26 DEGREES 45' 18" EAST 105.24 FEET;
NORTH 24 DEGREES 04' 07" EAST 151.72 FEET;
NORTH 11 DEGREES 40' 29" EAST 112.00 FEET;
NORTH 00 DEGREES 20' 30" 3 EAST 458.88 FEET;
NORTH 16 DEGREES 36' 15" WEST 270.33 FEET;
NORTH 35 DEGREES 30' 13" WEST 153.27 FEET;
NORTH 12 DEGREES 19' 32" WEST 1057.21 FEET, TO A POINT IN THE EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.M.**

EXHIBIT 'B'

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Assessor's Parcel Number 118-110-03
MJ 318, L.P., et al

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

Above section for Recorder's use

**GRANT OF ROAD RIGHT OF WAY
AND PUBLIC UTILITIES EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MJ 318, L.P., a California Limited Partnership, Angelo K. Tsakopoulos, a married man, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust, Dated May 4, 1990, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road right of way and public utilities easement, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

GRANTOR

By: _____ Date: _____
MJ 318, L.P., a California Limited Partnership

Its: _____

By: _____ Date: _____
Angelo K. Tsakopoulos

By: _____ Date: _____
Tsakopoulos Family Partnership,
a California General Partnership

Its: _____

By: _____ Date: _____
John C. Kemp, Trustee

By: _____ Date: _____
Lesley Ann Kemp, Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Parcel 1 of that certain document number 2006 – 0005076, official records said county and state, described as follows:

A strip of land thirty (30.0) feet wide more particularly described as follows:

Beginning at the northwest corner of Tract 1 as said tract is shown on that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state; thence from said POINT OF BEGINNING north 05°01'36" east 30.00 feet; thence south 84°58'24" east 176.91 feet; thence south 77°37'56" east 175.01 feet; thence south 61°19'29" east 150.73 feet; thence south 54°37'12" east 192.61 feet; thence south 61°55'02" east 139.78 feet; thence south 63°49'34" east 725.73 feet to the northwesterly boundary of Tract 14 as said track is described in that certain document filed for record in book 2628 at page 538 official records said county and state; thence along said boundary south 24°56'35" west 30.00 feet; thence leaving said boundary north 63°49'34" west 726.87 feet; thence north 61°55'02" west 142.19 feet; thence north 54°37'12" west 192.77 feet; thence north 61°19'29" west 144.68 feet; thence north 77°37'56" west 168.79 feet; thence north 84°58'24" west 174.99 feet; thence to the POINT OF BEGINNING, containing 46,662 square feet (1.07 acres) more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Parcel 1 for acquisition by the County of El Dorado as an easement for road and public utilities purposes.


Loren A. Massaro, P.L.S. 8117

10.22.2009
Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
October 2009 1" = 150'



Grid North
Per R.S. 14-13

MJ318 / Tsakopoulos / Kemp
APN 118-110-03
R.S. 17-117

Road and Public Utilities Easement
Area = 1.07 Acres (46,662+- Sq. Ft.)

N05°01'36"E
30.00'

176.91'
S84°58'24"E

175.01'
S77°37'56"E

N84°58'24"W
174.99'

N77°37'56"W
168.79'

150.73'
S61°19'29"E

N61°19'29"W
144.68'

S54°37'12"E 192.61'
N54°37'12"W 192.77'

Point of Beginning
Northwest Corner Tract 1
per R.S. 7-80

Gardemeyer
APN 117-020-15

139.78'
S61°55'02"E

N61°55'02"W
142.19'

S63°49'34"E

N63°49'34"W

Boundary Tract 14
O.R. 2628-538

Boundary Tract 1 R.S. 7-80

LATROBE ROAD

725.73'

726.87'

S24°56'35"W
30.00'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 118-110-03
MJ 318, L.P., et al

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Road Right of Way and Public Utilities Easement dated _____, 2011 from MJ 318, L.P., a California Limited Partnership, Angelo K. Tsakopoulos, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust, Dated May 4, 1990, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2011.

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT 'C'

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Assessor's Parcel Number 118-110-03
MJ 318, L.P., et al

Above section for Recorder's use

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

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MJ 318, L.P., a California Limited Partnership, Angelo K. Tsakopoulos, a married man, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust, Dated May 4, 1990, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction and maintenance of drainage facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

GRANTOR

MJ 318, L.P., a California Limited Partnership

By: _____ Date: _____
Angelo K. Tsakopoulos, Managing Partner

By: _____ Date: _____
Angelo K. Tsakopoulos

Tsakopoulos Family Partnership, a California General Partnership

By: _____ Date: _____
Katina Tsakopoulos, Managing General Partner

By: _____ Date: _____
John C. Kemp, Trustee

By: _____ Date: _____
Lesley Ann Kemp, Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Parcel 1 of that certain document number 2006 – 0005076, official records said county and state, described as follows:

Parcel 1:

Beginning at point from which the northwest corner of Tract 1 as said tract is shown on that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state bears the following two courses: 1) north $84^{\circ}58'24''$ west 176.91 feet and 2) south $05^{\circ}01'36''$ west 30.00 feet; thence from said POINT OF BEGINNING south $84^{\circ}58'24''$ east 78.26 feet; thence south $71^{\circ}46'10''$ east 97.90 feet to a point hereinafter referred to as Point 'A'; thence north $77^{\circ}37'56''$ west 175.01 feet to the POINT OF BEGINNING, containing 875 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

Parcel 2:

Beginning at point from which the aforementioned Point 'A' bears the following two courses: 1) north $54^{\circ}37'12''$ west 113.88 feet and 2) north $61^{\circ}19'29''$ west 150.73 feet; thence from said POINT OF BEGINNING south $61^{\circ}55'02''$ east 217.70 feet; thence south $63^{\circ}49'34''$ east 725.35 feet; thence south $24^{\circ}56'35''$ west 10.00; thence north $63^{\circ}49'34''$ west 725.73 feet; thence north $61^{\circ}55'02''$ west 139.78 thence; north $54^{\circ}37'12''$ west 78.73 feet to the POINT OF BEGINNING, containing 9,043 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Parcel 1 of document number 2006 – 0005076 for acquisition by the County of El Dorado as an easement for slope and drainage purposes.



Loren A. Massaro, P.L.S. 8117

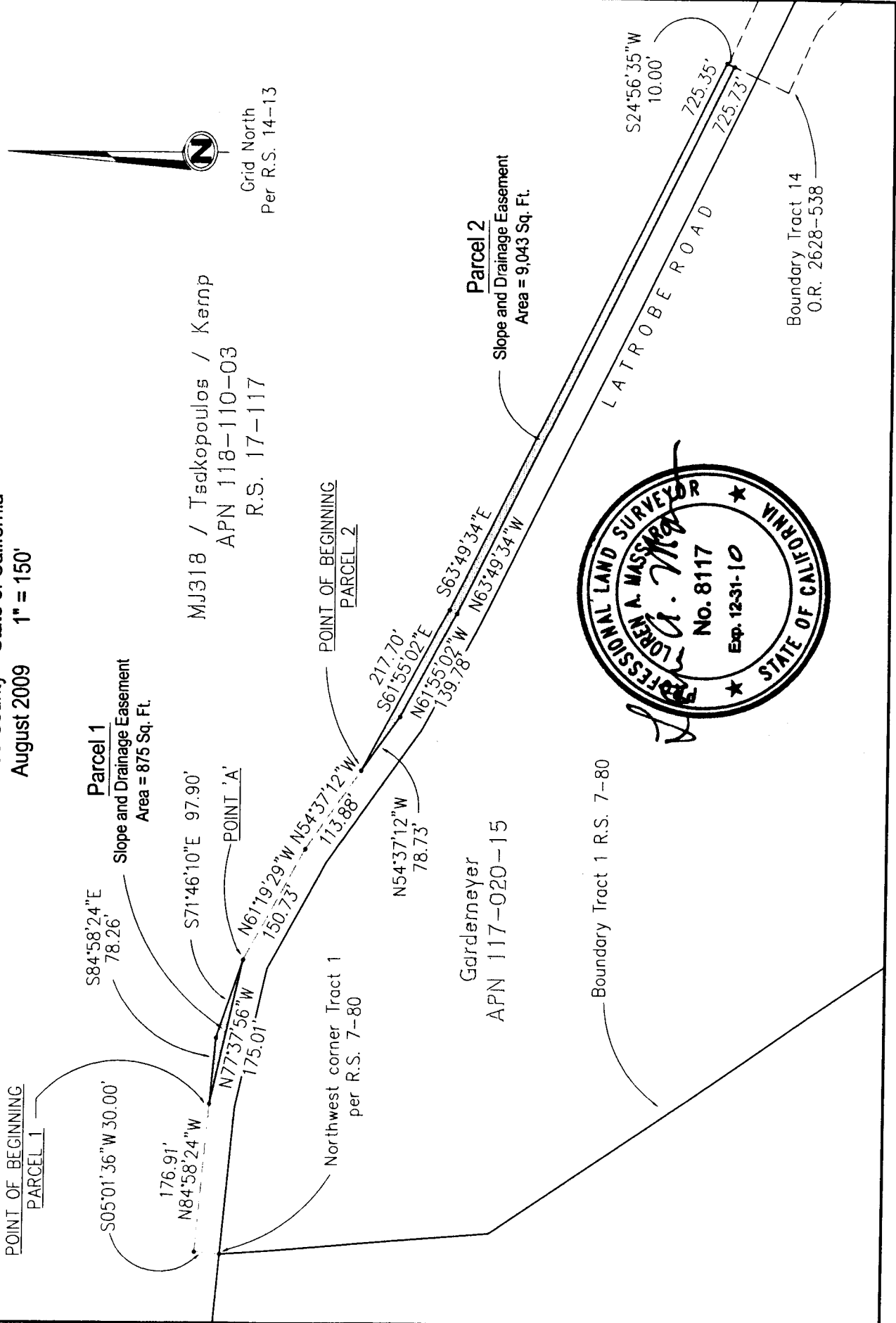
08-27-2009

Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
August 2009 1" = 150'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 118-110-03
MJ 318, L.P., et al

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated _____, 2011 from MJ 318, L.P., a California Limited Partnership, Angelo K. Tsakopoulos, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust, Dated May 4, 1990, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT 'D'

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 118-110-03
MJ318, L.P., et al

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Realignment
Project #73359

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MJ318, L.P., a California Limited Partnership, Angelo K. Tsakopoulos, a married man, Tsakopoulos Family Partnership, a California General Partnership, John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust, Dated May 4, 1990, 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 A and B attached hereto and made a part hereof.

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

1. For good and valuable consideration, as more specifically described in the Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated _____, 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 he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Latrobe Road Realignment 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 Completion of the Latrobe Road Realignment 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.

EXHIBIT 'D'

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Latrobe Road Realignment Project is not completed within 4 months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$11.00 (Eleven dollars, exactly)** will be paid to Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.

- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR

By: _____ Date: _____
MJ318, L.P., a California Limited Partnership

Its: _____

By: _____ Date: _____
Angelo K. Tsakopoulos

By: _____ Date: _____
Tsakopoulos Family Partnership,
a California General Partnership

Its: _____

By: _____ Date: _____
John C. Kemp, Trustee

By: _____ Date: _____
Lesley Ann Kemp, Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Parcel 1 of that certain document number 2006 – 0005076, official records said county and state, described as follows:


A strip of land ten (10.0) feet in width lying northerly of and parallel with the following described line:

Beginning at point from which the northwest corner of Tract 1 as said tract is shown on that particular record of survey filed in Book 7 of Surveys at page 80, official records said county and state bears south 05°01'36" west 30.00 feet; thence from said POINT OF BEGINNING south 84°58'24" east 255.17 feet; thence south 71°46'10" east 97.90 feet; thence south 61°19'29" east 150.73 feet; thence south 54°37'12" east 113.88 feet; thence south 61°55'02" east 217.70 feet; thence south 63°49'34" east 725.35 feet to the terminus point of the herein described line. Said strip contains 15,625 square feet or 0.36 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Parcel 1 of document number 2006 – 0005076 for acquisition by the County of El Dorado as an easement for temporary construction purposes.



Loren A. Massaro, P.L.S. 8117

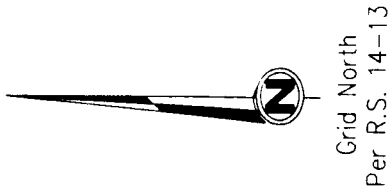
09.09.2009

Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
August 2009 1" = 150'



MJ318 / Tsdkopoulos / Kemp
APN 118-110-03
R.S. 17-117

Temporary Construction Easement
Area = 0.36 Acres (15,625 Sq. Ft.)

POINT OF BEGINNING

S71°46'10"E
97.90'

S84°58'24"E
255.17'

S05°01'36"W
30.00'

Northwest Corner Tract 1

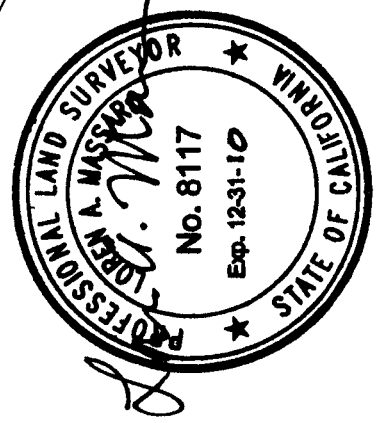
Gardemeyer
APN 117-020-15

Boundary Tract 1 R.S. 7-80

217.70' S61°55'02"E
113.88' S54°37'12"E
150.73' S61°19'29"E

217.70' S63°49'34"E

LATROBE ROAD
725.35'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 118-110-03
MJ 318, L.P., et al

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 2011 from MJ 318, L.P., a California Limited Partnership, Angelo K. Tsakopoulos, Tsakopoulos Family Partnership, a California General Partnership, and John C. Kemp and Lesley Ann Kemp, Trustees of the John C. Kemp and Lesley Ann Kemp Family Trust, Dated May 4, 1990, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk