

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Doris B. Kalivoda promises to pay to the order of County of El Dorado, a political subdivision, at 330 Fair Lane, Placerville, California 95667, or at such other address as the holder hereof may from time to time designate in writing, the principal sum of Eight Thousand Eight Hundred Sixteen Dollars and Eighty-Two cents (\$8,816.82), payable with interest at 3% per annum.

DEBT PAYABLE UPON THE FIRST OF THE FOLLOWING OCCURRENCES.

The debt is payable upon the earliest of the following occurrences: (1) Upon the sale of the property described as: *Parcel 1, as said Parcel is designated and so delineated on that certain Parcel Map entitled "A portion of the SW ¼ of Section 30, T. 10 N., R. 11 E., M.D.M.; being a redivision of Parcels B and D of PM 7-113", filed April 18, 1979 in the office of the County Recorder of said County in Book 23 of Parcel Maps, at Page 109. APN 97-061-31;* (2) upon the death of Doris B. Kalivoda; or (3) upon date of dissolution of the Doris B. Kalivoda Living Trust.

This Note is secured by a deed of trust on property in El Dorado County as more fully described on Exhibit A, attached hereto.

BORROWER'S PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

FORM OF PAYMENT. Any check, draft, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the payee and applied to this indebtedness in the manner elsewhere herein provided.

ATTORNEY'S FEES. If this Note is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Borrower shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

SEVERABILITY. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted bylaw.

BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

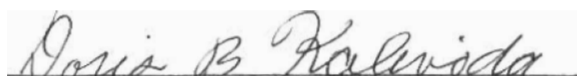
DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.

CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

GOVERNING LAW. This Note shall be governed, construed and interpreted by, through and under the Laws of the State of California.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this 28TH day of FEBRUARY, 2008.


Doris B. Kalivoda, as an individual and as
Trustee of the Doris B. Kalivoda Living Trust

Doris B. Kalivoda
[Printed or Typed Name]

**ATTACHMENT TO DEED OF TRUST & PROMISSORY NOTE
DORIS B. KALIVODA**

Deferral of Permit Fees, Permit # 160292 APN 097-061-31

Building Fee	\$1226.37
Combined DOT Fees	\$6552.00
Surveyor's Site address fee	\$ 25.00
State SMIP Fee	\$ 13.62
Diamond Springs Fire Fee	\$ 282.00
Code Enforcement Investigation	<u>\$1226.37</u>
TOTAL	\$9325.36
Application Fee that was Paid	<u>\$ 508.54</u>
FEES DUE EDC	\$8816.82