

Seller: IRA TRUST
SERVICES CO
APN: 054-342-37
Project #: 72375
Escrow #: 205-15889

hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit C, 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 \$205.40 in fee title, \$2,387.84 for a Temporary Construction Easement, \$167.96 for a second Temporary Construction Easement, and \$334.00 for Landscaping Improvements and Bush within the Partial Fee Acquisition Area, **for a combined total amount of \$3,095.20, rounded to a total of \$3,100.00 (THIRTY 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. 205-15889** 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 Deed and Easements 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

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be closed no later than **August 31, 2015**, 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 Deed and Easements.
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deed and Easements convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. 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. 205-15889, dated 12/01/2014, if any; and
- C. Exceptions numbered 1, 2, 3, 4, 5, 6, 7, 8 and 9 paid current, and subject to items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 as listed in said preliminary title report

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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. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement being conveyed by Seller, and as shown in Exhibit B and C, and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances,

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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 deeds.

8. 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.

9. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds,

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charges, or liens imposed upon the Property by any federal, state, or local government agency, 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.

10. 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.

11. 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 **DIAMOND SPRINGS PARKWAY PHASE 1A – SR49 REALIGNMENT PROJECT, CIP NO. 72375**, 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

MMG

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herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

13. 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.

14. 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.

15. 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.
- 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

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2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant and Easement Deeds.

C. Escrow Holder shall:

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

16. 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.

17. 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.

18. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing

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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: IRA Trust Co., Custodian
FBO Lee Shahinian Jr.
PO Box 7080
San Carlos, CA 94070

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

19. 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.

20. 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.

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21. 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.

22. 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.

23. 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.

24. 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, other than those disclosed by Seller to County as of the date of this agreement.

25. 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 relocate facilities and will

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remove any trees, shrubs and landscape improvements in conflict with the proposed road improvements to be constructed. County or County's contractor or authorized agent will repair or replace, reconstruct and/or reinstall, where applicable, landscaping, sidewalk improvements and fire hydrant, as necessary.

- B. The County or County's contractor or authorized agent will utilize the Easements, to conform curb and gutter to construction of roadway improvements along State Highway 49 (SR49).
- C. County or County's contractor or authorized agent to install temporary fencing at the limits of the project work area adjacent to Seller's driveway, paved parking and pedestrian areas during project construction.
- D. County or County's contractor or authorized agent will install trench plates over and across temporary excavation areas to maintain adequate access during construction.

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. Seller understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

26. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

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Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 054-342-37) where necessary, to perform the work as described in Section 25 of this Agreement.

27. 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.

28. 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.

29. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

SELLER: **IRA Services Trust Company**
 Custodian FBO Lee Shahinian Jr.

Date: 4-17-2015

By: 
Michael McNair, Trust Officer

Seller: IRA TRUST
SERVICES CO
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COUNTY OF EL DORADO:

Date: _____

By: _____
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Order No. 205-15889
UPDATE
Version 5

EXHIBIT "A"
LEGAL DESCRIPTION

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

ALL THAT PORTION OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., BEING IN THE TOWNSITE OF DIAMOND SPRINGS, DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MARCH 21, 2011 IN BOOK 50 OF PARCEL MAPS AT PAGE 119.

A.P.N. 054-342-37-100

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

APN 054-342-37
IRA Services Trust Co. Custodian
FBO Lee Shahinian, Jr.
#72375 DSP Phase 1A

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **IRA SERVICES TRUST CO. CUSTODIAN FBO LEE SHAHINIAN JR.**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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 or structures 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 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 its name on this 20th day of April, 2015.

GRANTOR: IRA SERVICES TRUST CO. CUSTODIAN
FBO LEE SHAHINIAN JR.

mmcnaur
Michael McNair – Trust Officer
IRA Services Trust Co.
Custodian FBO Lee Shahinian, Jr.

please see attached acknowledgment

(All signatures must be acknowledged by a Notary Public)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN MATEO)

On 04/20/15 before me, LEANNA LIND NOTARY PUBLIC
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Leanna Lind* (Seal)

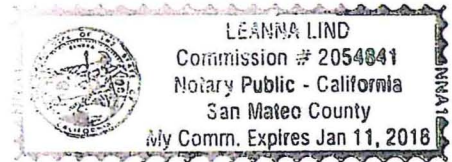


EXHIBIT 'A1'
(36390-1)

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being a portion of Parcel A of that particular Parcel Map filed in Book 50, Page 119 in the Official Records of El Dorado County more particularly described as follows:


COMMENCING at the Northwest Corner of said Parcel; thence along the westerly line of said Parcel the following two courses: 1) South 29° 30' 49" West 32.20 feet; 2) South 11° 45' 07" West 66.14 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly line South 2° 32' 39" East 29.98 feet to the southwesterly line of said Parcel; thence along the southwesterly and westerly lines of said Parcel the following two courses: 1) North 32° 19' 17" West 10.64 feet; 2) North 11° 45' 07" East 21.41 feet to the TRUE POINT OF BEGINNING. Containing 79 square feet more or less.

-End of Description-

See Exhibit 'B1' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, Page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said Parcel as a right of way for road purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division

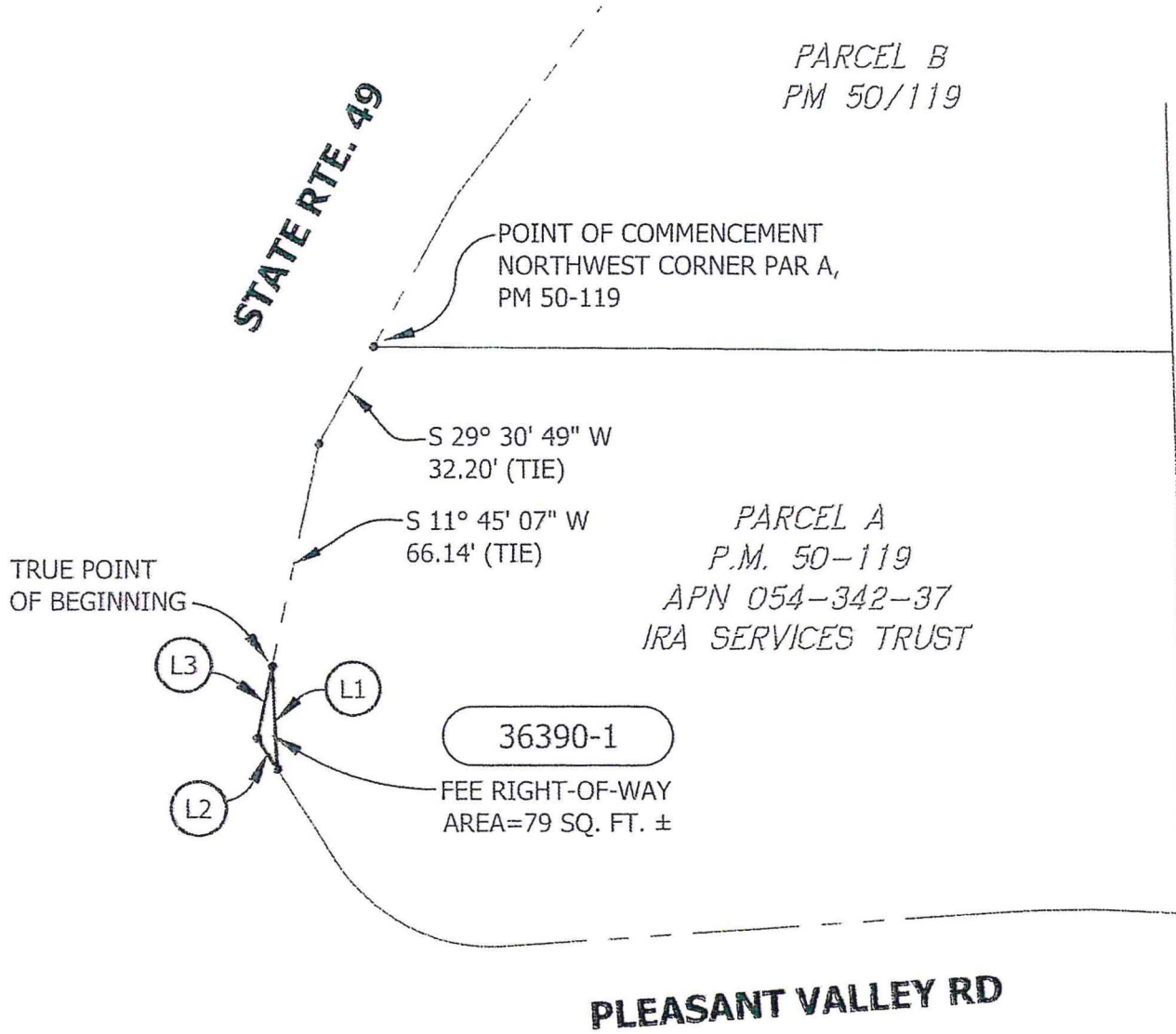


Dated: 2/10/2015

EXHIBIT 'B1'

EXHIBIT B

Situate in Section 30, T. 10 N., R. 11 E., M.D.M.
Townsite of Diamond Springs
County of El Dorado, State of California



- (L1) S 02° 32' 39" E 29.98'
- (L2) N 32° 19' 17" W 10.64'
- (L3) N 11° 45' 07" E 21.41'



Grid North
Scale 1"=50'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

APN: 054-342-37
IRA Services Trust Co. Custodian
FBO Lee Shahinian, Jr.
#72375 DSP – Phase1A

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENTS

IRA SERVICES TRUST CO. CUSTODIAN FBO LEE SHAHINIAN, JR., 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", two (2) temporary construction easements over, upon, and across portions 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.

These temporary construction easements are granted under the express conditions listed below:

1. In consideration of combined total of **\$2,555.80 (TWO THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS AND 80/100)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee the easements 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 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. These temporary construction easements are necessary for the purpose of constructing the **DIAMOND SPRINGS PARKWAY PHASE1A SR49 REALIGNMENT PROJECT, CIP NO. 72375 (Project)**. Specifically, these temporary construction easements 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. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. These temporary construction easements shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within these temporary construction easements 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 these easements.

4. Compensation under these temporary construction easements covers the construction period estimated to be 24 (Twenty-four) months of construction, together with the five-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 \$106.50 (ONE HUNDRED SIX DOLLARS AND 50/100) 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 these temporary construction easements. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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 or structures 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 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 its name on this 20th day of April, 2015.

GRANTOR: IRA SERVICES TRUST CO.,
CUSTODIAN FBO LEE SHAHINIAN, JR.

Michael McNair
Michael McNair - Trust Officer
IRA Services Co. Custodian
FBO Lee Shahinian, Jr.

please see attached Acknowledgment

(A Notary Public Must Acknowledge All Signatures)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN MATEO

On 04/20/15 before me, LEANNA LIND NOTARY PUBLIC
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Leanna Lind* (Seal)



EXHIBIT 'A2'

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being portions of Parcel A of that particular Parcel Map filed in Book 50, Page 119 in the Official Records of El Dorado County more particularly described as follows:

PORTION 1 (36390-2):

BEGINNING at the Northwest Corner of said Parcel; thence along the westerly line of said Parcel the following two courses: 1) South 29° 30' 49" West 32.20 feet; 2) South 11° 45' 07" West 66.14 feet; thence leaving said westerly line South 2° 32' 39" East 29.98 feet to the southwesterly line of said Parcel; thence along said southwesterly line South 32° 19' 17" East 14.57 feet to a point hereinafter referred to as POINT 'A'; thence leaving said southwesterly line North 16° 15' 41" East 90.43 feet; thence South 83° 08' 52" East 43.85 feet; thence North 1° 55' 17" West 53.23 feet to the northerly line of said Parcel; thence along said northerly line North 89° 41' 03" West 46.87 feet to the POINT OF BEGINNING. Containing 4,592 square feet (0.11 acres) more or less.

PORTION 2 (36390-3):

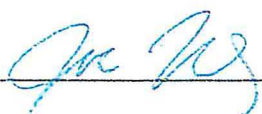
COMMENCING at the aforementioned POINT 'A'; thence along the southwesterly line of said Parcel the following two courses: 1) South 32° 19' 17" East 16.21 feet to the beginning of a curve concave northeasterly having a radius of 54.13 feet; 2) along said curve, being subtended by a chord which bears South 51° 41' 43" East 35.92 feet, through a central angle of 38° 44' 50" an arc distance of 36.61 feet to the TRUE POINT OF BEGINNING; thence leaving said southwesterly line North 18° 55' 49" East 5.00 feet to the beginning of a non-tangent curve concave northerly having a radius of 49.13 feet; thence easterly along said curve through a central angle of 22° 49' 20" an arc distance of 19.57 feet, said curve being subtended by a chord which bears South 82° 28' 51" East 19.44 feet; thence North 86° 06' 29" East 44.10 feet; thence South 3° 53' 31" East 5.00 feet to the southerly line of said Parcel; thence along said southerly line the following two courses: 1) South 86° 06' 29" West 44.10 feet to the beginning of a curve concave northerly having a radius of 54.13 feet; thence westerly along said curve, being subtended by a chord which bears North 82° 28' 51" West 21.42 feet, through a central angle of 22° 49' 20" an arc distance of 21.56 feet to the TRUE POINT OF BEGINNING. Containing 323 square feet more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, Page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe those portions of said Parcel as an easement for temporary construction purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/11/2015

EXHIBIT 'B2'

EXHIBIT C

Situate in Section 30, T. 10 N., R. 11 E., M.D.M.
 Townsite of Diamond Springs
 County of El Dorado, State of California

PARCEL B
 PM 50/119



PORTION 1
 POINT OF BEGINNING
 NORTHWEST CORNER
 PAR A, PM 50-119

36390-2

PORTION 1
 TEMPORARY CONSTRUCTION EASEMENT
 AREA=4,592 SQ. FT. ±
 0.11 ACRES ±

S 29° 30' 49" W
 32.20'

N 89° 41' 03" W 46.87'

N 01° 55' 17" W
 53.23'

S 11° 45' 07" W
 66.14'

PARCEL A
 P.M. 50-119
 APN 054-342-37
 IRA SERVICES TRUST

S 83° 08' 52" E
 43.85'

36390-3

PORTION 2
 TEMPORARY CONSTRUCTION EASEMENT
 AREA=323 SQ. FT. ±

S 02° 32' 39" E
 29.98'

S 32° 19' 17" E
 16.21' (TIE)

S 32° 19' 17" E
 14.57'

POINT 'A'

PORTION 2
 POINT OF BEGINNING

PLEASANT VALLEY RD

(C1) R=54.13' Δ=38° 44' 50" L=36.61'
 CH=S 51° 41' 43" E 35.92' (TIE)

(L4) S 86° 06' 29" W 44.10'

(L1) N 18° 55' 49" E 5.00'

(C3) R=54.13' Δ=22° 49' 20" L=21.56'
 CH=N 82° 28' 51" W 21.42'

(C2) R=49.13' Δ=22° 49' 20" L=19.57'
 CH=S 82° 28' 51" E 19.44'

(L2) N 86° 06' 29" E 44.10'

(L3) S 03° 53' 31" E 5.00'



Grid North
 Scale 1"=50'

CERTIFICATE OF CORPORATE RESOLUTION


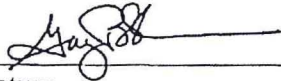
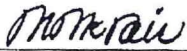
The undersigned does hereby certify that I am the duly elected Secretary and keeper of the records and corporate seal of IRA SERVICES TRUST COMPANY, a trust company organized and existing under the laws of the State of South Dakota, and that the following is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the law and the bylaws of the company and that such resolution is now in full force and effect.

BE IT RESOLVED, THAT, pursuant to the provisions of the Bylaws of the Corporation, each of the following officers:

Edwin Blue	President/CEO
Gary R Shumm	Vice President/Secretary/Cashier
Michael F McNair	Trust Officer

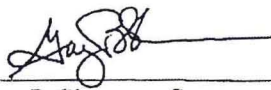
are authorized to execute, on behalf of the Company, Bonds, Trust Deeds, Contracts, Releases, Letters, Mortgages, Security Agreements, Authorizations, Assignments and other documents or instruments as may be necessary, required or appropriate to be executed in connection with the Corporation's function as a Custodian of Self-Directed IRA Accounts.

The undersigned further certifies that the following persons are the officers of the Company on this date and any one officer is authorized in the foregoing resolution to sign as designated and that the signatures next appearing are the true signatures of such officers and persons:

 _____	<u>Edwin Blue</u>	<u>President/CEO</u>
Signature	Name	Title
 _____	<u>Gary R Shumm</u>	<u>VP/Sec/Treasurer</u>
Signature	Name	Title
 _____	<u>Michael F McNair</u>	<u>Trust Officer</u>
Signature	Name	Title

IN WITNESS WHEREOF, I have subscribed my name as Secretary and caused the corporate seal to be hereunto affixed as of March 14, 2014.

[Corporate Seal]



Gary R Shumm, Secretary

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

**IRA TRUST SERVICES CO. FBO LEE
SHAHINIAN, JR.
APN: 054-342-37
#72375 DSP1A**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 201__, from **IRA TRUST SERVICES CO. FBO LEE SHAHINIAN JR.**, 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.

APN: 054-342-37

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

**IRA TRUST SERVICES CO. FBO LEE
SHAHINIAN, JR.
APN: 054-342-37
#72375 DSP1A**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201__, from **IRA TRUST SERVICES CO. FBO LEE SHAHINIAN JR.**, 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.

APN: 054-342-37

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk