

Seller: Marianos Trust
APN: 325-110-34
Project # 77114
Escrow #: 201-39436

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 STEPHEN C. MARIANOS, AS TRUSTEE OF THE 2012 MARIANOS REVOCABLE TRUST, 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, as a Public Utility Easement, as described and depicted in Exhibit B, and the exhibits thereto, and in fee, by Grant Deed, as described and depicted in Exhibit C, and the exhibits thereto, and a Slope and Drainage Easement, as described and depicted in Exhibit D, and the exhibits thereto, and a Temporary Construction Easement, as described and depicted in Exhibit E, 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:

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

Seller’s Initials *JW*

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Exhibits B, C, D and E, and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit E, 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 \$1,921.00, for a Public Utility Easement, \$1.00 for fee title, \$1,373.00 for a Slope and Drainage Easement, and \$6,479.00 for a Temporary Construction Easement, for a total amount of \$9,774.00 rounded to \$9,800.00 (Nine thousand eight 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. 201-39436 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 Public Utility Easement, Grant Deed, and Grants of Slope, Drainage and Temporary Construction 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 be closed no later than April 30, 2014, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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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 Public Utility Easement, Grant Deed, Grants of Slope, Drainage and Temporary Construction Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant of Public Utility Easement, Grant Deed, Grants of Slope, Drainage and Temporary Construction 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. 201-39436 dated March 1, 2013, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4, 5, 6, 7 and 9, 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 Sellers, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal 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 of Public Utility Easement, Grant Deed, and Grants of Slope, Drainage and Temporary Construction Easements being conveyed by Seller, and as shown in Exhibit B, C, D and E, 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, 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.

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- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

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, 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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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 adjacent to Green Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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.

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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 of Public Utility Easement, Grant Deed, and Grants of Slope, Drainage and Temporary Construction Easements 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 Public Utility Easement, Grant Deed, and Grants of Slope, Drainage and Temporary Construction Easements.
- C. Escrow Holder shall:
 - (i) Record the Grant of Public Utility Easement, Grant Deed, and Grants of Slope, Drainage and Temporary Construction Easements for the Acquisition Properties described and depicted in Exhibit B, C, D, and E, and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.

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(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 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: Stephen C. Marianos, as Trustee of the
2012 Marianos Revocable Trust
7288 Green Valley Road
Placerville, CA 95667

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
Community Development Agency
Transportation Division
Attn: Right of Way 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.

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.

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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.

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:

- (i) County or County's contractor or authorized agent will remove any 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 removed, cut and placed within the new property line for Seller to use as firewood.
- (ii) County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five feet past top of cut of slope, where applicable. During construction, temporary fencing will be provided.
- (iii) County or County's contractor or authorized agent will place monuments to establish the new right of way boundary.

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, fencing, 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, said fencing, will

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be considered Seller's sole property and Seller will be responsible for its maintenance and repair.

26. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 325-110-34) 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.

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SELLER: STEPHEN C. MARIANOS, AS TRUSTEE OF THE 2012 MARIANOS REVOCABLE TRUST

Date: 10/14/13

By: Stephen C. Marianos

STEPHEN C. MARIANOS, AS TRUSTEE
OF THE 2012 MARIANOS
REVOCABLE TRUST

COUNTY OF EL DORADO:

Date: 11/12/13

By: 
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin,
Clerk of the Board of Supervisors

By: 

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 PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE REALTY HEREIN DESCRIBED, A POINT IN THE CENTER OF GREEN VALLEY ROAD, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 51 DEG 39' 30" EAST 3838.00 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 58 DEG 23' 01" EAST 222.92 FEET TO THE MOST NORTHERLY CORNER OF THE REALTY HEREIN DESCRIBED; THENCE SOUTH 24 DEG 31' 00" EAST 206.31 FEET TO THE MOST EASTERLY CORNER OF THE REALTY HEREIN DESCRIBED; THENCE SOUTH 69 DEG 19' 45" WEST 101.22 FEET TO A POINT IN THE CENTERLINE OF THE OLD GREEN VALLEY ROAD; THENCE ALONG THE CENTERLINE OF SAID ROAD NORTH 51 DEG 58' 00" WEST 79.67 FEET AND NORTH 64 DEG 00' 00" WEST 131.36 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE PLAT OF THE SURVEY BY HAROLD S. PRESCOTT, R.E. 7400, DATED MAY 29, 1958.

PARCEL TWO:

ALL THAT PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, SAID POINT BEING IN THE CENTER OF THE NEW GREEN VALLEY ROAD, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 51 DEG 39' 30" EAST 3838.0 FEET; THENCE ALONG THE CENTER OF SAID COUNTY ROAD SOUTH 24 DEG 30' WEST 61.80 FEET; THENCE SOUTH 31 DEG 13' WEST 25.25 FEET TO A POINT IN THE CENTER OF CONCRETE BRIDGE CROSSING WEBER CREEK; THENCE LEAVING THE CENTER OF SAID BRIDGE AND ROAD AND RUNNING SOUTH 54 DEG 14' EAST 229.1 FEET TO A POINT IN SAID WEBER CREEK; THENCE LEAVING SAID CREEK RUNNING NORTH 89 DEG 23' EAST 62.0 FEET TO THE SOUTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 15 DEG 12' WEST 108.18 FEET TO THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED, SAID POINT BEING LOCATED IN THE OLD GREEN VALLEY ROAD; THENCE ALONG THE CENTERLINE OF SAID ROAD NORTH 51 DEG 58' WEST 79.67 FEET AND NORTH 64 DEG 00' WEST 131.36 FEET TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE MINERALS AND MINING RIGHTS, TOGETHER WITH EASEMENTS FOR VARIOUS PURPOSES AND OTHER INCIDENTAL RIGHTS, AS SET FORTH IN DEED RECORDED SEPTEMBER 10, 1947 IN BOOK 242 OF OFFICIAL RECORDS AT PAGE 430.

A.P.N. 325-110-34-10

Exhibit B

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 325-110-34

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **STEPHEN C. MARIANOS, AS TRUSTEE OF THE 2012 MARIANOS REVOCABLE TRUST**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property 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

Exhibit B

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 their names on this _____ day of _____, 20____.

GRANTOR

Date: _____

**STEPHEN C. MARIANOS,
AS TRUSTEE OF THE 2012
MARIANOS REVOCABLE TRUST**

Notary Acknowledgment Follows

Exhibit 'A'

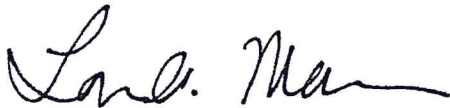
All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed file in Book 1827 at Page 393 official records said county and state more particularly described as follows:

Beginning in the southerly boundary of said parcel from which the southwest corner of said parcel bears North 55° 00' 55" West 7.17 feet; thence from said POINT OF BEGINNING North 31° 39' 28" East 60.34 feet; Thence North 26° 56' 11" East 49.44 feet to the beginning of a non-tangent curve to the right having a radius of 317.00 feet; thence along said curve through a central angle of 00° 22' 09" an arc length of 2.04 feet, said curve being subtended by chord which bears North 39° 58' 54" East 2.04 feet to the northerly boundary of said parcel; thence along said boundary North 57° 48' 58" East 38.07 feet; thence leaving said boundary South 26° 56' 11" West 74.92 feet; thence South 60° 42' 11" East 15.40 feet; thence South 29° 17' 49" West 20.00 feet; thence North 60° 42' 11" West 15.40 feet; thence South 31° 39' 28" West 52.32 feet to said southerly boundary; thence along said boundary North 55° 00' 55" West 20.03 feet to the POINT OF BEGINNING, containing 2,886 square feet or 0.07 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 identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for utility easement purposes.



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



Dated: 01.29.2013

EXHIBIT 'B'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

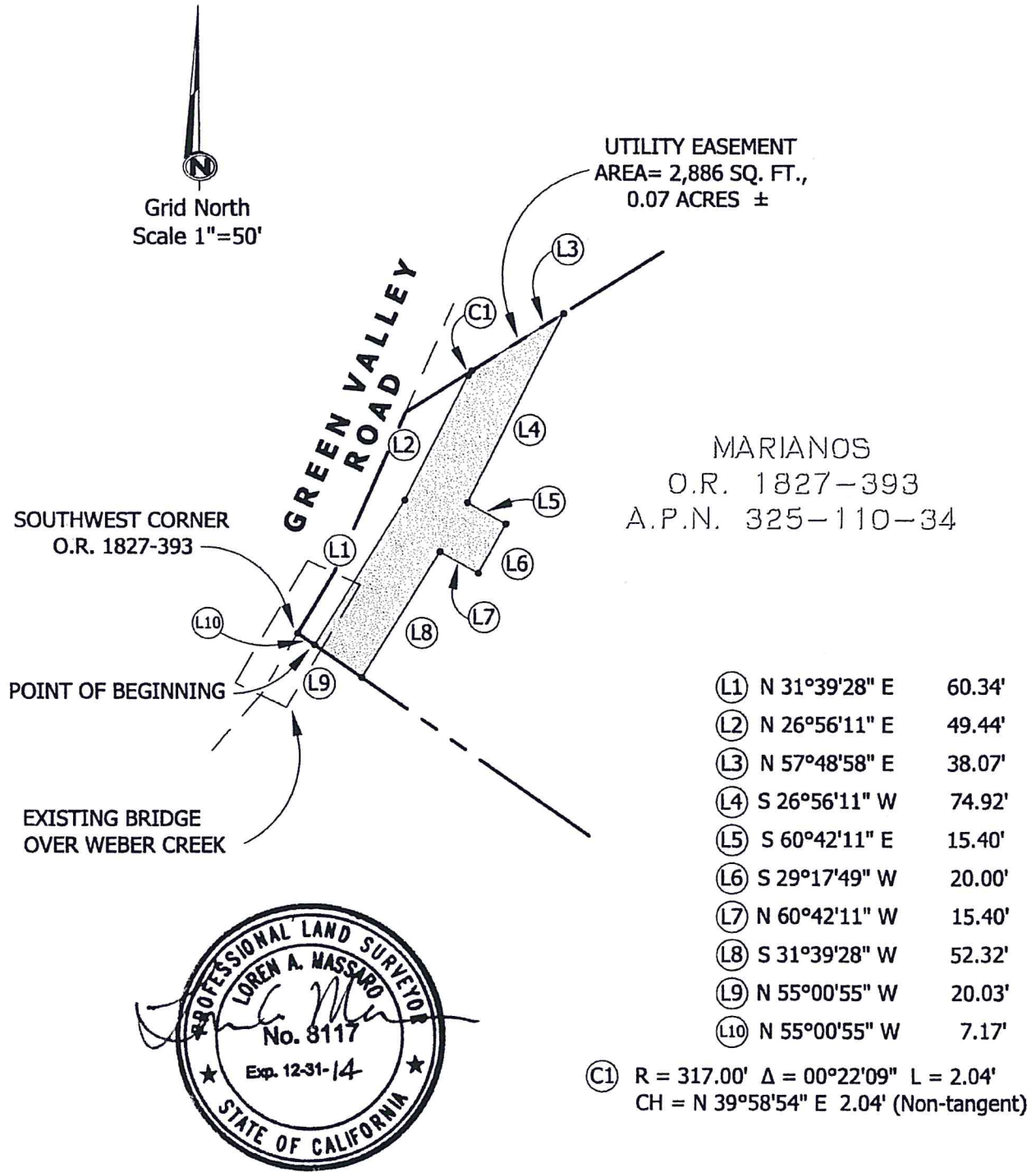


Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 325-110-34

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, **STEPHEN C. MARIANOS, AS TRUSTEE OF THE 2012 MARIANOS REVOCABLE TRUST**, 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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20__.

GRANTOR

STEPHEN C. MARIANOS, AS TRUSTEE
OF THE 2012 MARIANOS
REVOCABLE TRUST

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A1'

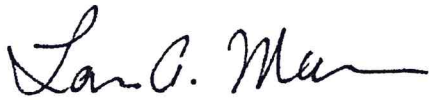
All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed file in Book 1827 at Page 393 official records said county and state more particularly described as follows:

Beginning at the northwest corner of said parcel; thence from said POINT OF BEGINNING along the northerly boundary of said parcel North 57° 48' 58" East 27.52 feet to the beginning of a non-tangent curve to the left having a radius of 317.00 feet; thence along said curve through a central angle of 08° 08' 24" an arc length of 45.04 feet, said curve being subtended by a chord which bears South 43° 52' 01" West 45.00 feet to the westerly boundary of said parcel; thence along said boundary North 23° 55' 57" East 19.45 feet to the POINT OF BEGINNING, containing 173 square feet more or less. See Exhibit 'B1' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

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



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

Dated: 01.29.2013

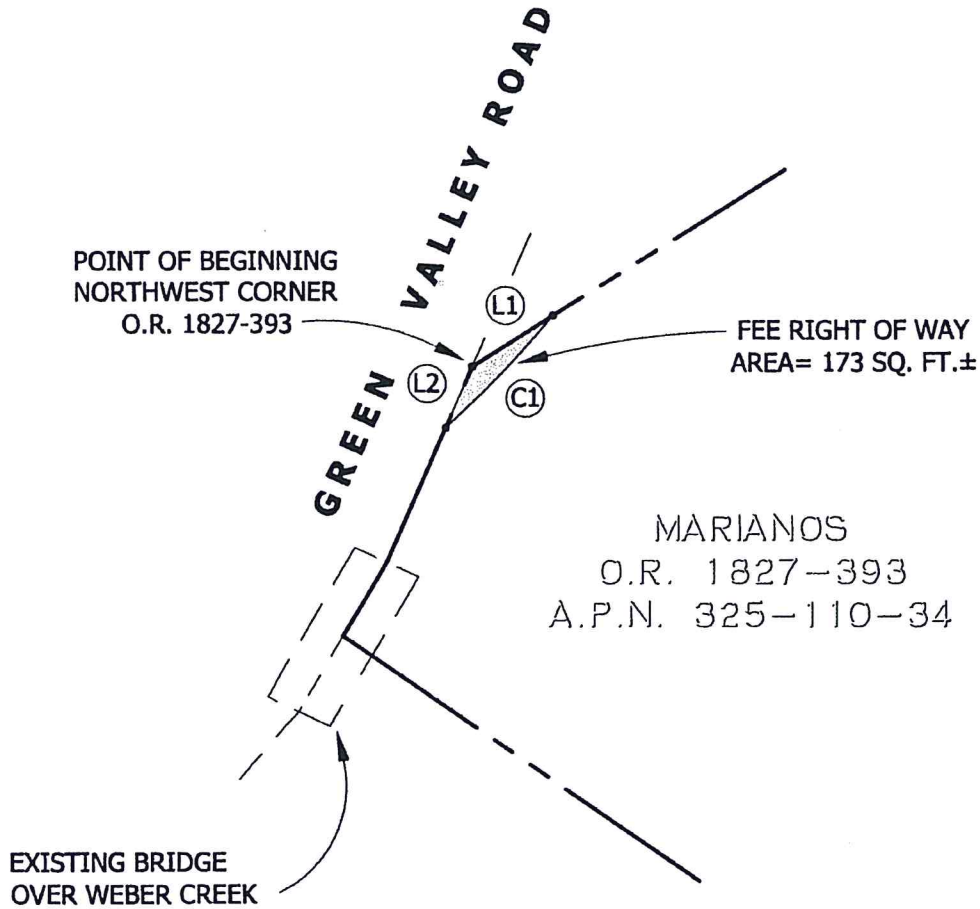


EXHIBIT 'B1'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California



Grid North
Scale 1"=50'



- (L1) N 57°48'58" E 27.52'
- (L2) N 23°55'57" E 19.45'
- (C1) R = 317.00' Δ = 08°08'24" L = 45.04'
CH = S 43°52'01" W 45.00' (Non-tangent)

Exhibit D

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 325-110-34

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

Above section for Recorder's use

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **STEPHEN C. MARIANOS, AS TRUSTEE OF THE 2012 MARIANOS REVOCABLE TRUST**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto, to points five feet beyond top of cut slopes and toe of fill slopes, 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,

Described in Exhibits 'A2' and 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has herein subscribed his name on this _____ day of _____, 20__.

GRANTOR:

**STEPHEN C. MARIANOS
AS TRUSTEE OF THE 2012
MARIANOS REVOCABLE TRUST**

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A2'

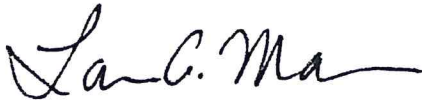
All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed filed in Book 1827 at Page 393 official records said county and state more particularly described as follows:

Beginning on the northerly boundary of said parcel from which the northwest corner thereof bears South 57° 48' 58" West 27.52 feet; thence from said POINT OF BEGINNING along said boundary of said parcel North 57° 48' 58" East 31.70 feet; thence leaving said boundary South 55° 28' 26" East 5.02 feet; thence South 31° 07' 19" West 80.04 feet; thence North 82° 22' 18" West 29.11 feet to the boundary of said parcel; thence along said westerly boundary North 23° 55' 57" East 19.88 feet to the beginning of a non-tangent curve to the left having a radius of 317.00 feet; thence leaving said boundary along said curve through a central angle of 08° 08' 24" an arc length of 45.04 feet, said curve being subtended by a chord which bears North 43° 52' 01" East 45.00 feet to the POINT OF BEGINNING, containing 1778 square feet or 0.04 acres more or less. See Exhibit 'B2' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for slope and drainage easement purposes.



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



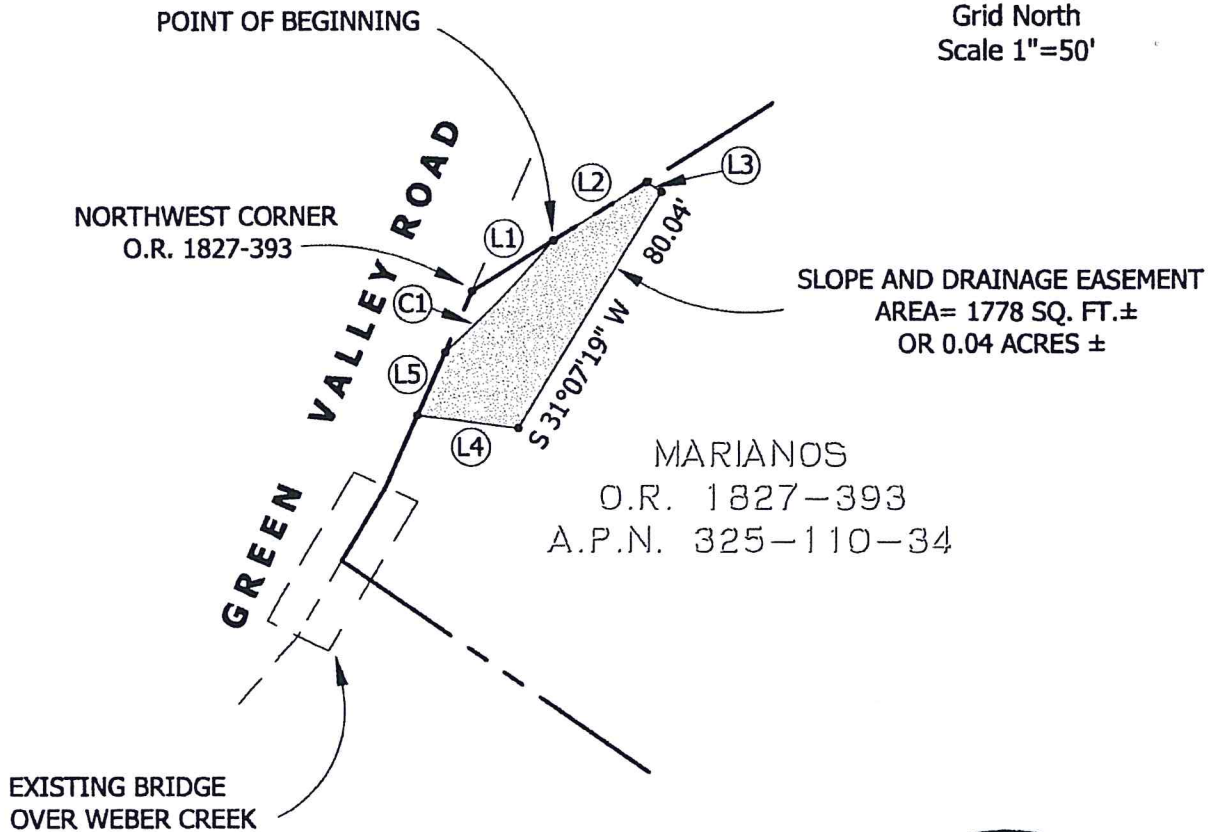
Dated: 01.29.2013

EXHIBIT 'B2'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California



Grid North
Scale 1"=50'



- (L1) S 57°48'58" W 27.52'
- (L2) N 57°48'58" E 31.70'
- (L3) S 55°28'26" E 5.02'
- (L4) N 82°22'18" W 29.11'
- (L5) N 23°55'57" E 19.88'
- (C1) R = 317.00' Δ = 08°08'24" L = 45.04'
CH = N 43°52'01" E 45.00' (Non-tangent)



Exhibit E

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 325-110-34
Project: #77114 Green Valley Rd & Weber Crk.

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

STEPHEN C. MARIANOS, AS TRUSTEE OF THE 2012 MARIANOS REVOCABLE TRUST, 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 "A3" and "B3" attached hereto and by reference is made a part hereof.

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

1. In consideration of \$6,479.00 (SIX THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit 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 **Green Valley Road at Weber Creek Bridge Project #77114 (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 Project. Included within this temporary construction easement is the right of ingress and egress

Exhibit E

of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the 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 \$269.96 (Two-Hundred Sixty-nine Dollars and Ninety-six Cents) monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

Executed on: _____, 20____.

**STEPHEN C. MARIANOS, AS TRUSTEE
OF THE 2012 MARIANOS
REVOCABLE TRUST**

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A3'

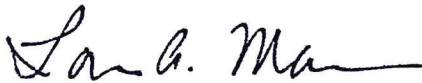
All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed filed in Book 1827 at Page 393 official records said county and state more particularly described as follows:

Beginning at a point from which the northwest corner of said parcel bears the following two (2) courses, 1) North 55° 28' 26" West 5.02 feet and, 2) South 57° 48' 58" West 59.22 feet; thence from said POINT OF BEGINNING South 70° 07' 08" East of 60.05 feet; thence South 22° 19' 32" West of 19.96 feet; thence South 23° 47' 15" East of 20.15 feet; thence South 50° 52' 22" East of 40.76 feet; thence South 18° 12' 01" East 25.13 feet; thence South 46° 12' 54" West 10.00 feet; thence North 61° 39' 56" West 20.48 feet; thence North 48° 32' 46" West 28.46 feet; thence South 35° 02' 01" West 22.28 feet; thence North 54° 57' 59" West 20.00 feet; thence North 35° 02' 01" East 13.28 feet; thence North 86° 20' 00" West 45.24 feet; thence South 24° 08' 56" West 67.95 feet to the southerly boundary of said parcel; thence along said boundary North 55° 00' 55" West 58.16 feet to the most westerly corner of said parcel; thence along the westerly boundary of said parcel North 30° 38' 57" East 25.26 feet; thence North 23° 55' 57" East 22.48 feet; thence leaving said boundary South 82° 22' 18" East 29.11 feet; thence North 31° 07' 19" East of 80.04 feet to the POINT OF BEGINNING, containing 10,489 square feet or 0.24 acres more or less. See Exhibit 'B3' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

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



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

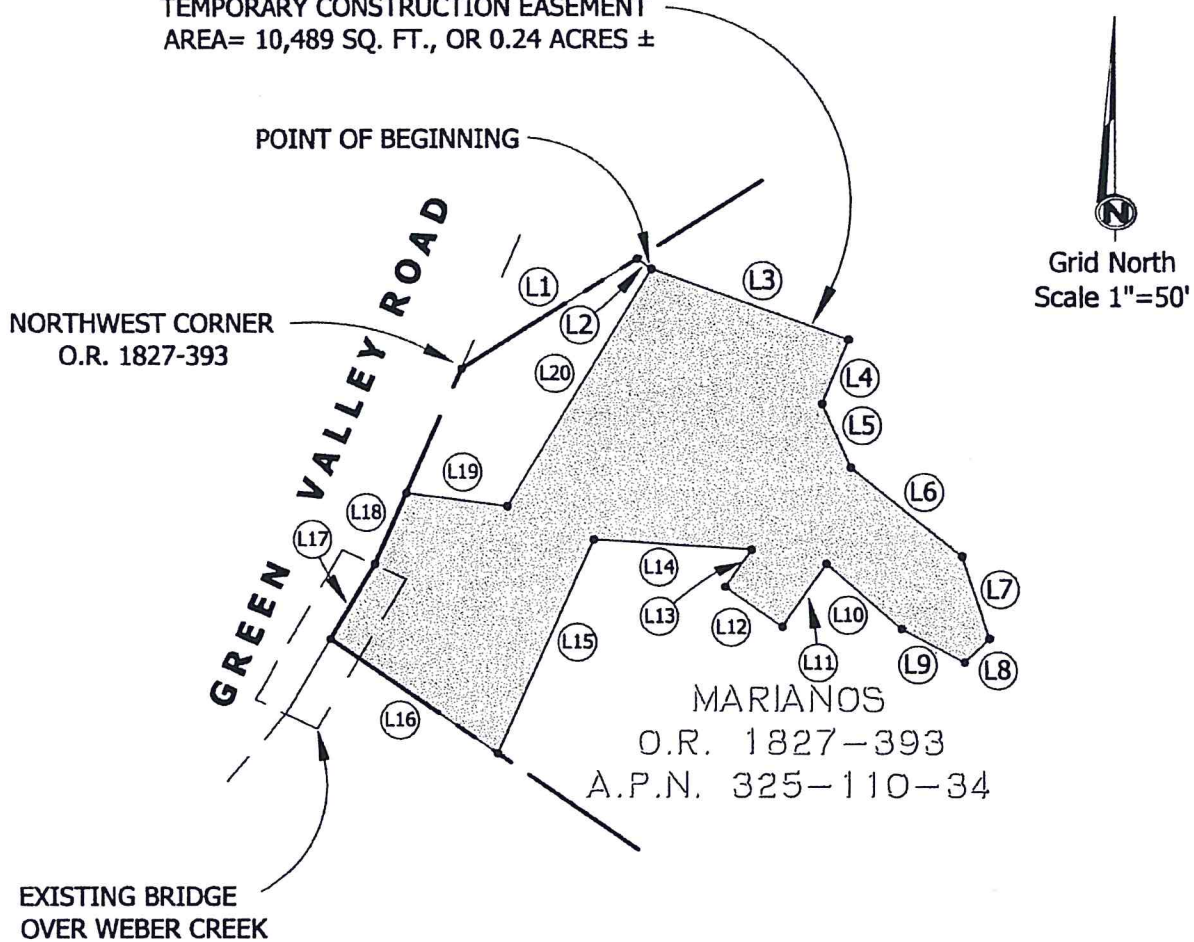
Dated: 01-29-2013



EXHIBIT 'B3'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

TEMPORARY CONSTRUCTION EASEMENT
AREA= 10,489 SQ. FT., OR 0.24 ACRES ±



(L1) S 57°48'58" W	59.22'	(L11) S 35°02'01" W	22.28'
(L2) N 55°28'26" W	5.02'	(L12) N 54°57'59" W	20.00'
(L3) S 70°07'08" E	60.05'	(L13) N 35°02'01" E	13.28'
(L4) S 22°19'32" W	19.96'	(L14) N 86°20'00" W	45.24'
(L5) S 23°47'15" E	20.15'	(L15) S 24°08'56" W	67.95'
(L6) S 50°52'22" E	40.76'	(L16) N 55°00'55" W	58.16'
(L7) S 18°12'01" E	25.13'	(L17) N 30°38'57" E	25.26'
(L8) S 46°12'54" W	10.00'	(L18) N 23°55'57" E	22.48'
(L9) N 61°39'56" W	20.48'	(L19) S 82°22'18" E	29.11'
(L10) N 48°32'46" W	28.46'	(L20) N 31°07'19" E	80.04'

