

EASEMENT 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 **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON** referred to herein as (“Sellers”), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the “Property”).
- B. County desires to purchase an interest in the Property as a Highway Easement as described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit C and the exhibits thereto, which are attached hereto and referred to hereinafter as “the Easements”, on the terms and conditions herein set forth.
- C. Sellers have previously granted an Option to Purchase Vacant Industrial Land in Diamond Springs, California (“Option to Purchase”) to Henry R. Butler (Optionee) with respect to the Property and this Agreement is conditioned upon and subject to Optionee waiving and releasing any interest that Optionee may have as to the Easements by separate agreement.

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

AGREEMENT

1. ACQUISITION

Sellers hereby agree to sell to County, and County, upon approval by Board of Supervisors and so long as Optionee contemporaneously waives and releases any option interest to the Easements, hereby agrees to acquire from Sellers, the Easements, as described and depicted in the attached

Sellers: Harrington & Quigley
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #: 201-39435

Exhibit B and C, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the amount of \$59,515.00 for the Highway Easement, and \$2,640.00 for the Temporary Construction Easement, for a total amount of \$62,155.00 rounded to \$62,200.00 (Sixty-two Thousand Two-Hundred Dollars, exactly) which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 201-39435 which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easements. Sellers 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 August 30, 2013, 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, if applicable; and

- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall, by Grants of Highway Easement and Temporary Construction Easement, grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for their intended purpose, as outlined herein.

6. WARRANTIES

Sellers warrant that:

- A. Sellers own 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. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

7. 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 Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the

Sellers: Harrington & Quigley
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #: 201-39435

construction of improvements to the Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project), inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers 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.

8. WAIVER OF AND RELEASE OF CLAIMS

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

9. CONSTRUCTION CONTRACT WORK

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

- A. County or County's contractor or authorized agent will remove existing fence, and replace with new fencing of a like-kind material, where applicable. During construction, as necessary, temporary fencing will be provided to ensure livestock is secured.
- B. County or County's contractor or authorized agent will remove any trees, tree limbs, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed.

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 fencing, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Sellers understand and agree that after completion of the work described

Sellers: Harrington & Quigley
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #: 201-39435

above, said fencing will be considered Sellers' sole property and Sellers will be responsible for their maintenance and repair.

10. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Number 329-280-09 and 329-280-16) where necessary to perform the replacement and/or reconstruction as described in Section 9 of this Agreement.

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

Sellers have not employed a broker or sales agent in connection with the sale of the Easements, and Sellers shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Sellers to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Easements 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 Easements.
- C. Escrow Holder shall:
 - (i) Record the Easements described and depicted in Exhibit B and C, and the

Sellers: Harrington & Quigley
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #: 201-39435

exhibits thereto, together with County's Certificates of Acceptance.

- (ii) Deliver the just compensation to Sellers.

14. TIME IS OF THE ESSENCE

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

15. BEST EFFORTS

County and Sellers 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 Sellers 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 Sellers 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:

**SELLERS: Patricia Harrington and Michael Quigley
273 Pleasant Valley Road
Diamond Springs, CA 95619**

**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
Community Development Agency, Transportation Division
Attn: R/W Unit
2850 Fairlane Court, Placerville, CA 95667**

17. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

18. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

19. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

20. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

21. ATTORNEY'S FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

22. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

Sellers: Harrington & Quigley
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #: 201-39435

23. 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.

24. 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.

SELLERS: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON

Date: _____

By: _____
Patricia Harrington

Date: _____

By: _____
Michael Quigley

COUNTY OF EL DORADO:

Date: _____

By: _____
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

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 25, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 4, 2002, IN MAP BOOK 48 OF PARCEL MAPS AT PAGE 34.

ASSESSOR PARCEL NO.

329-280-09-100

329-280-16-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-09, 329-280-16

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

EXHIBIT "B"

(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.

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

The grantor, for the grantor and the grantor's successors, and assigns, hereby waivers any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

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

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

GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON

Date: _____ By: _____
Patricia Harrington

Date: _____ By: _____
Michael Quigley

Notary Acknowledgements To Follow

Exhibit 'A'
(36187-1)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel B, from which the southeast corner of Parcel A, as shown on said Parcel map bears along a curve to the left having a radius of 3999.44 feet through a central angle of 00° 26' 36" an arc length of 30.95 feet, said curve being subtended by a chord which bears South 39° 05' 55" West 30.95 feet; thence from said POINT OF BEGINNING along said westerly line the following courses, along a curve to the right having a radius of 3999.44 feet through a central angle of 03° 34' 06" an arc length of 249.08 feet, said curve being subtended by a chord which bears North 41° 06' 16" East 249.04 feet to the most easterly corner of said Parcel A; thence North 45° 46' 22" West 68.66 feet to the beginning of non-tangent curve to the right having a radius of 2959.98 feet; thence leaving said westerly line along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet, said curve being subtended by a chord which bears North 44° 47' 33" East 183.98 feet; thence North 47° 34' 46" East 341.77 feet; thence South 43° 25' 35" East 120.00 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a non-tangent curve to the left having a radius of 2839.97 feet; thence along said curve through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by a chord which bears South 44° 40' 55" West 187.49 feet to the southwesterly line of said Parcel B; thence along said line the following courses, North 85° 32' 51" West 29.82 feet to the beginning of a non-tangent curve to the left having a radius of 4979.30 feet; thence along said curve through a central angle of 02° 37' 53" an arc length of 228.68 feet, said curve being subtended by a chord which bears South 40° 22' 44" West 228.66 feet; thence North 85° 40' 00" West 8.56 feet; thence North 18° 09' 45" West 26.93 feet to the POINT OF BEGINNING. See Exhibit 'B' attached hereto and made a part hereof.

END OF DESCRIPTION

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

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

Loren A. Massaro

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



Dated: 01-26-2013

EXHIBIT 'B'

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

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

36187-1
HIGHWAY EASEMENT

S 43° 25' 35" E
120.00'

R=2959.98'
L=184.01'
 $\Delta=03^\circ 33' 43''$
CH=N 44° 47' 33" E
183.98'

PARCEL A
PM 48-34
2002-0075136

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

R=2839.97'
L=187.53'
 $\Delta=03^\circ 47' 00''$
CH=S 44° 40' 55" W
187.49'

N 45° 46' 22" W 68.66'
R=3999.44'
L=249.08'
 $\Delta=03^\circ 34' 06''$
CH=N 41° 06' 16" E
249.04'

N 85° 32' 51" W 29.82'
SOUTHWESTERLY LINE PARCEL B

TRACT 1
RS 22-20
1998-0024912
R=4979.30'
L=228.68'
 $\Delta=02^\circ 37' 53''$
CH=S 40° 22' 44" W
228.66'

POINT OF BEGINNING

(C1)

WESTERLY LINE PARCEL B

N 85° 40' 00" W 8.56'
N 18° 09' 45" W 26.93'

SOUTHEAST COR. PARCEL A

(C1) TIE: R=3999.44' $\Delta=00^\circ 26' 36''$ L=30.95'
CH=S 39° 05' 55" W 30.95'



Grid North
Scale 1"=100'

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

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-09, 329-280-16
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON, 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 "A1" and "B1" 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 \$2,640.00 (TWO THOUSAND SIX HUNDRED FORTY DOLLARS EXACTLY) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not

EXHIBIT "C"

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

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$110.00 (One hundred Ten dollars, exactly) monthly will be paid to the Grantor, until construction is completed.
- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON

Executed on: _____, 2013

By: _____
Patricia Harrington

By: _____
Michael Quigley

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A1'
(36187-2) (36187-3)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Area 1:

Beginning on the southerly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears North 85° 32' 51" West 29.82 feet; thence from said POINT OF BEGINNING along a curve to the right having a radius of 2839.97 feet, through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by chord which bears North 44° 40' 55" East 187.49 feet; thence North 47° 34' 46" East 164.10 feet; thence South 42° 55' 26" East 10.00 feet; thence South 47° 34' 46" West 164.10 feet to beginning of a curve to the left having a radius of 2829.98 feet; thence along said curve through a central angle of 03° 37' 16" an arc length of 178.86 feet, said curve being subtended by a chord which bears South 44° 45' 40" West 178.83 feet to said southerly line of said Parcel B; thence along said southerly line North 85° 32' 51" West 12.76 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

Together with:

Area 2:

Beginning on the southwesterly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears the following two courses 1) South 45° 46' 22" East 68.66 feet and 2) South 01° 59' 09" West 39.72 feet; thence from said POINT OF BEGINNING along said southwesterly line North 45° 46' 22" West 10.00 feet to the beginning of a non-tangent curve to the right having a radius of 2969.97 feet; thence leaving said southwesterly line along said curve through a central angle of 03° 33' 34" an arc length of 184.51 feet, said curve being subtended by a chord which bears North 44° 47' 44" East 184.48 feet; thence North 47° 34' 46" East 351.69 feet; thence South 43° 25' 35" East of 58.00 feet; thence South 46° 34' 25" West 10.00 feet; thence North 43° 25' 35" West 48.17 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a curve to the left having a radius of 2959.98 feet; thence along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet,

said curve being subtended by a chord which bears South 44° 47' 33" West 183.98 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

Together with:

Area 3:

Beginning at the most southerly corner of said Parcel B; thence from said POINT OF BEGINNING along the southerly line of said Parcel B North 01° 54' 21" East 18.96 feet; thence leaving said southerly line South 66° 05' 40" East 34.29 feet; thence South 81° 00' 38" West 32.37 feet to the POINT OF BEGINNING, containing 301 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 CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe those areas of said parcel as an easement for construction purposes.



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



Dated: 11.09.2012

EXHIBIT 'B1'

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

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

36187-2

AREA 2:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 2 OF 3)

STATE HWY 49/
PLEASANT VALLEY RD

36187-3

AREA 1:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 2 OF 3)

PARCEL A
PM 48-34
2002-0075136

TRACT 1
RS 22-20
1998-0024912

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

AREA 3:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 3 OF 3)

PATTERSON
DR

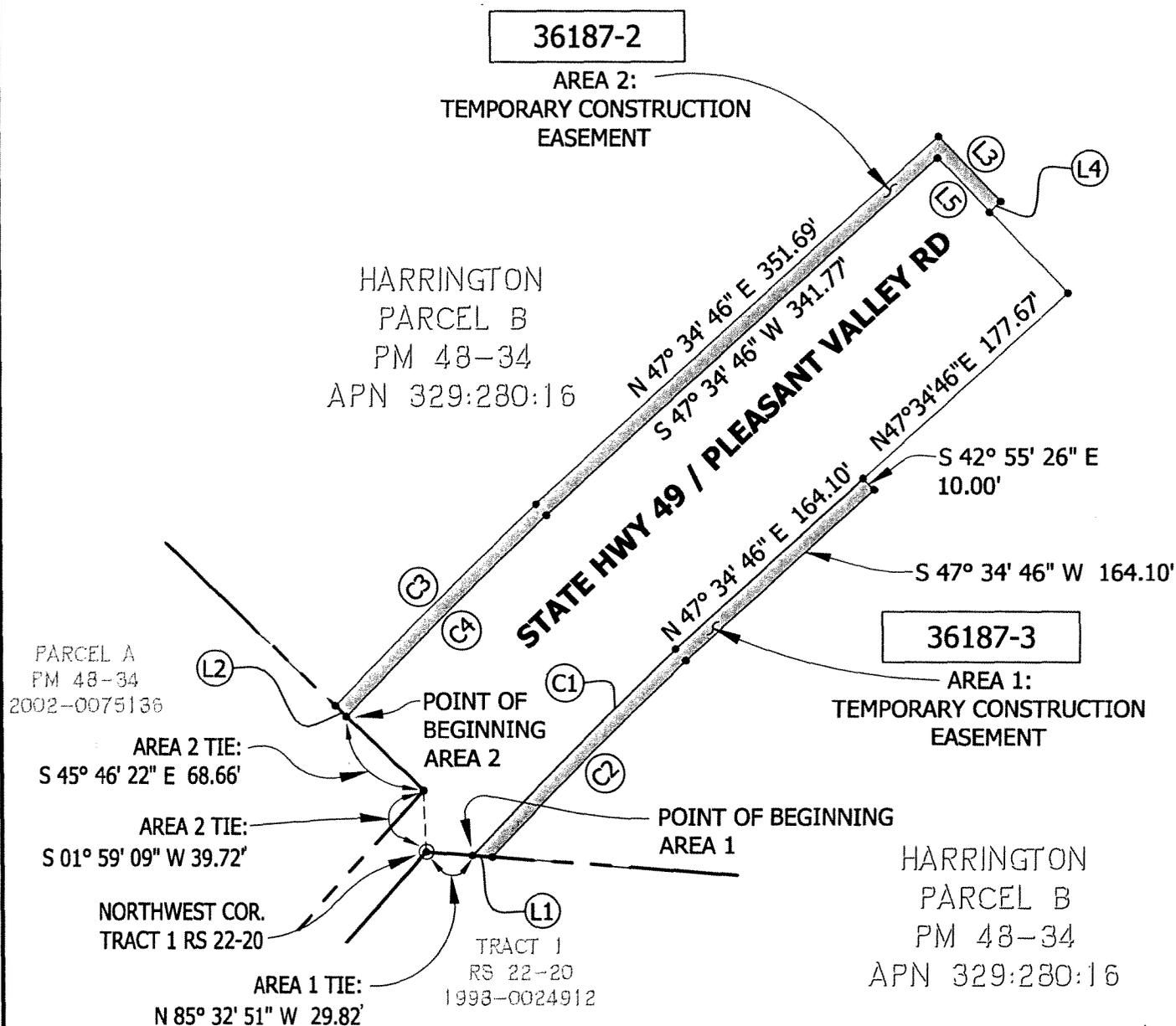


Grid North
Scale 1"=100'

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

EXHIBIT 'B1'

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



- (C1) R=2839.97' Δ=03° 47' 00" L=187.53'
CH=N 44° 40' 55" E 187.49'
- (C2) R=2829.98' Δ=03° 37' 16" L=178.86'
CH=S 44° 45' 40" W 178.83'
- (L1) N 85° 32' 51" W 12.76'
- (L2) N 45° 46' 22" W 10.00'

- (C3) R=2969.97' Δ=03° 33' 34" L=184.51'
CH=N 44° 47' 44" E 184.48'
- (L3) S 43° 25' 35" E 58.00'
- (L4) S 46° 34' 25" W 10.00'
- (L5) N 43° 25' 35" W 48.17'
- (C4) R=2959.98' Δ=03° 33' 43" L=184.01'
CH=S 44° 47' 33" W 183.98'

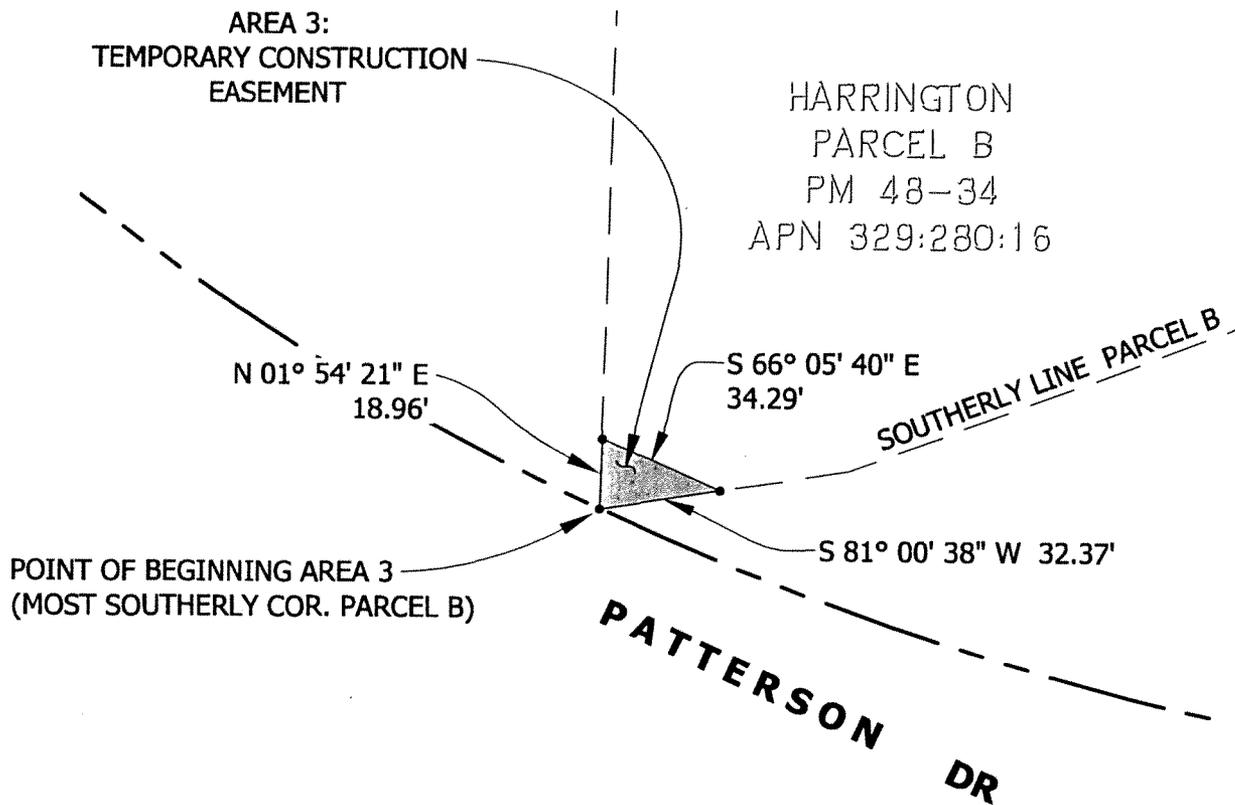


Grid North
Scale 1"=100'

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

EXHIBIT 'B1'

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



Grid North
 Scale 1"=50'

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

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

OPTIONEE CONSENT TO SALE OF EASEMENTS

This Optionee Consent To Sale of Easements (“Consent Agreement”) is made by and between the COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and **HENRY R. BUTLER** referred to herein as (“Optionee”), with reference to the following facts:

RECITALS

- A. Patricia Harrington and Michael Quigley (“Sellers”), Tenants in Common, own that certain real property located in El Dorado County, California, APNs 329-280-09, and 329-280-16, a legal description of which is attached hereto as Exhibit A (the “Property”) to the Easement Acquisition Agreement.
- B. County desires to purchase an interest in the Property as a Highway Easement as described in that certain agreement entitled Easement Acquisition Agreement For Public Purposes (“Easement Acquisition Agreement”) and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit C and the exhibits thereto, which are attached hereto and referred to hereinafter as “the Easements”, on the terms and conditions herein set forth.
- C. Sellers have previously granted an Option to Purchase Vacant Industrial Land in Diamond Springs, California (“Option to Purchase”) to Optionee, recorded October 13, 2004, with respect to the Property. County and Sellers desire Optionee to waive and release any interest that Optionee may have, if any, as to the Easements by virtue of that Option to Purchase and to consent to the acquisition by the County of the Easements.

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

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

AGREEMENT

1. ACQUISITION

Sellers have agreed to sell to County, and County, upon approval by Board of Supervisors and so long as Optionee waives and releases any option interest to the Easements, has agreed to acquire from Sellers, the Easements, which are attached hereto to the Easement Acquisition Agreement hereby incorporated by reference and made a part hereof.

2. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 201-39435 which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. This Consent Agreement together with the Easement Acquisition 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 Consent Agreement, and the Easement Acquisition Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easements. Optionee agrees to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than August 30, 2013, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Consent Agreement and the Easement Acquisition Agreement.

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

3. 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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements.

4. WAIVER, RELEASE AND CONSENT

Optionee hereby consents to the Grants of Highway Easement and Temporary Construction Easement from Sellers to County, free and clear of any interest of Optionee by virtue of the Option to Purchase, if any, and Optionee hereby waives and releases any interest in the Easements.

5. WARRANTIES

Optionee warrants that:

- A. Optionee has not transferred, assigned or subordinated its interest by virtue of the option to Purchase, if any there are, to any third party.
- B. Optionee has no knowledge of any pending litigation involving the Property.

6. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Consent Agreement, the right to possession and use of the Easements 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 to the Pleasant Valley Road (State Route 49)/Patterson

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

Drive Intersection Signalization Project #73320 (Project), inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of the Easement Acquisition Agreement by Sellers and County. The amount of the just compensation shown in Section 2 of the Easement Acquisition Agreement to Sellers includes, but is not limited to, full payment for such possession and use, including the interest if any created by the Option to Purchase, and no compensation is due to the Optionee by virtue of County's acquisition of the Easements.

7. COUNTERPARTS

This Consent 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.

8. REAL ESTATE BROKER

Optionee has not employed a broker or sales agent in connection with this Consent Agreement.

9. TIME IS OF THE ESSENCE

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

10. BEST EFFORTS

County and Optionee 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 Optionee 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 Consent Agreement.

11. NOTICES

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

All communications and notices required or permitted by this Consent Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Optionee 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:

OPTIONEE: Henry R. Butler

**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
Community Development Agency, Transportation Division
Attn: R/W Unit
2850 Fairlane Court, Placerville, CA 95667**

12. BINDING EFFECT

This Consent Agreement shall be binding on and inure to the benefit of the parties to this Consent Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Consent Agreement.

13. GOVERNING LAW

This Consent Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. HEADINGS

The headings of the articles and sections of this Consent Agreement are inserted for convenience

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

only. They do not constitute part of this Consent Agreement and shall not be used in its construction.

15. ATTORNEY'S FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Consent Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

16. EFFECTIVE DATE

This Consent 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.

17. ENTIRE AGREEMENT

This Consent Agreement constitutes the entire agreement between County and Optionee pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Consent Agreement shall be binding unless executed in writing by the party to be bound thereby.

Optionee: Henry R. Butler
APN: 329-280-09, 329-280-16
Project # 73320
Escrow #201-39435

OPTIONEE

Date: _____

By: _____
Henry R. Butler

COUNTY OF EL DORADO:

Date: _____

By: _____
Ron Briggs, Chair
Board of Supervisors

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-09, 329-280-16

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

EXHIBIT "B"

(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.

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

The grantor, for the grantor and the grantor's successors, and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

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

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

GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON

Date: _____ By: _____
Patricia Harrington

Date: _____ By: _____
Michael Quigley

Notary Acknowledgements To Follow

Exhibit 'A'
(36187-1)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel B, from which the southeast corner of Parcel A, as shown on said Parcel map bears along a curve to the left having a radius of 3999.44 feet through a central angle of 00° 26' 36" an arc length of 30.95 feet, said curve being subtended by a chord which bears South 39° 05' 55" West 30.95 feet; thence from said POINT OF BEGINNING along said westerly line the following courses, along a curve to the right having a radius of 3999.44 feet through a central angle of 03° 34' 06" an arc length of 249.08 feet, said curve being subtended by a chord which bears North 41° 06' 16" East 249.04 feet to the most easterly corner of said Parcel A; thence North 45° 46' 22" West 68.66 feet to the beginning of non-tangent curve to the right having a radius of 2959.98 feet; thence leaving said westerly line along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet, said curve being subtended by a chord which bears North 44° 47' 33" East 183.98 feet; thence North 47° 34' 46" East 341.77 feet; thence South 43° 25' 35" East 120.00 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a non-tangent curve to the left having a radius of 2839.97 feet; thence along said curve through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by a chord which bears South 44° 40' 55" West 187.49 feet to the southwesterly line of said Parcel B; thence along said line the following courses, North 85° 32' 51" West 29.82 feet to the beginning of a non-tangent curve to the left having a radius of 4979.30 feet; thence along said curve through a central angle of 02° 37' 53" an arc length of 228.68 feet, said curve being subtended by a chord which bears South 40° 22' 44" West 228.66 feet; thence North 85° 40' 00" West 8.56 feet; thence North 18° 09' 45" West 26.93 feet to the POINT OF BEGINNING. See Exhibit 'B' attached hereto and made a part hereof.

END OF DESCRIPTION

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

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

Loren A. Massaro

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



Dated: 01-26-2013

EXHIBIT 'B'

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

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

36187-1
HIGHWAY EASEMENT

S 43° 25' 35" E
120.00'

R=2959.98'
L=184.01'
 $\Delta=03^\circ 33' 43''$
CH=N 44° 47' 33" E
183.98'

PARCEL A
PM 43-34
2002-0075136

N 45° 46' 22" W 68.66'

R=3999.44'
L=249.08'
 $\Delta=03^\circ 34' 06''$
CH=N 41° 06' 16" E
249.04'

POINT OF
BEGINNING

(C1)

TRACT 1
RS 22-20
1998-0024912
R=4979.30'
L=228.68'
 $\Delta=02^\circ 37' 53''$
CH=S 40° 22' 44" W
228.66'

N 85° 40' 00" W 8.56'

N 18° 09' 45" W 26.93'

SOUTHEAST
COR. PARCEL A

(C1) TIE: R=3999.44' $\Delta=00^\circ 26' 36''$ L=30.95'
CH=S 39° 05' 55" W 30.95'

SOUTHWESTERLY LINE PARCEL B

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

R=2839.97'
L=187.53'
 $\Delta=03^\circ 47' 00''$
CH=S 44° 40' 55" W
187.49'

N 47° 34' 46" E 341.77'
STATE HWY 49 /
PLEASANT VALLEY RD
S 47° 34' 46" W 341.77'



Grid North
Scale 1"=100'

1 OF 1

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

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-09, 329-280-16
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON, 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 "A1" and "B1" 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 \$2,640.00 (TWO THOUSAND SIX HUNDRED FORTY DOLLARS EXACTLY) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not

EXHIBIT "C"

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

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$110.00 (One hundred Ten dollars, exactly) monthly will be paid to the Grantor, until construction is completed.
- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON

Executed on: _____, 2013

By: _____
Patricia Harrington

By: _____
Michael Quigley

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A1'
(36187-2) (36187-3)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Area 1:

Beginning on the southerly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears North 85° 32' 51" West 29.82 feet; thence from said POINT OF BEGINNING along a curve to the right having a radius of 2839.97 feet, through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by chord which bears North 44° 40' 55" East 187.49 feet; thence North 47° 34' 46" East 164.10 feet; thence South 42° 55' 26" East 10.00 feet; thence South 47° 34' 46" West 164.10 feet to beginning of a curve to the left having a radius of 2829.98 feet; thence along said curve through a central angle of 03° 37' 16" an arc length of 178.86 feet, said curve being subtended by a chord which bears South 44° 45' 40" West 178.83 feet to said southerly line of said Parcel B; thence along said southerly line North 85° 32' 51" West 12.76 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

Together with:

Area 2:

Beginning on the southwesterly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears the following two courses 1) South 45° 46' 22" East 68.66 feet and 2) South 01° 59' 09" West 39.72 feet; thence from said POINT OF BEGINNING along said southwesterly line North 45° 46' 22" West 10.00 feet to the beginning of a non-tangent curve to the right having a radius of 2969.97 feet; thence leaving said southwesterly line along said curve through a central angle of 03° 33' 34" an arc length of 184.51 feet, said curve being subtended by a chord which bears North 44° 47' 44" East 184.48 feet; thence North 47° 34' 46" East 351.69 feet; thence South 43° 25' 35" East of 58.00 feet; thence South 46° 34' 25" West 10.00 feet; thence North 43° 25' 35" West 48.17 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a curve to the left having a radius of 2959.98 feet; thence along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet,

said curve being subtended by a chord which bears South 44° 47' 33" West 183.98 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

Together with:

Area 3:

Beginning at the most southerly corner of said Parcel B; thence from said POINT OF BEGINNING along the southerly line of said Parcel B North 01° 54' 21" East 18.96 feet; thence leaving said southerly line South 66° 05' 40" East 34.29 feet; thence South 81° 00' 38" West 32.37 feet to the POINT OF BEGINNING, containing 301 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 CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe those areas of said parcel as an easement for construction purposes.



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



Dated: 11.09.2012

EXHIBIT 'B1'

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

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

36187-2

AREA 2:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 2 OF 3)

STATE HWY 49/
PLEASANT VALLEY RD

36187-3

AREA 1:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 2 OF 3)

PARCEL A
PM 48-34
2002-0075136

TRACT 1
RS 22-20
1998-0024912

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

AREA 3:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 3 OF 3)

PATTERSON
DR

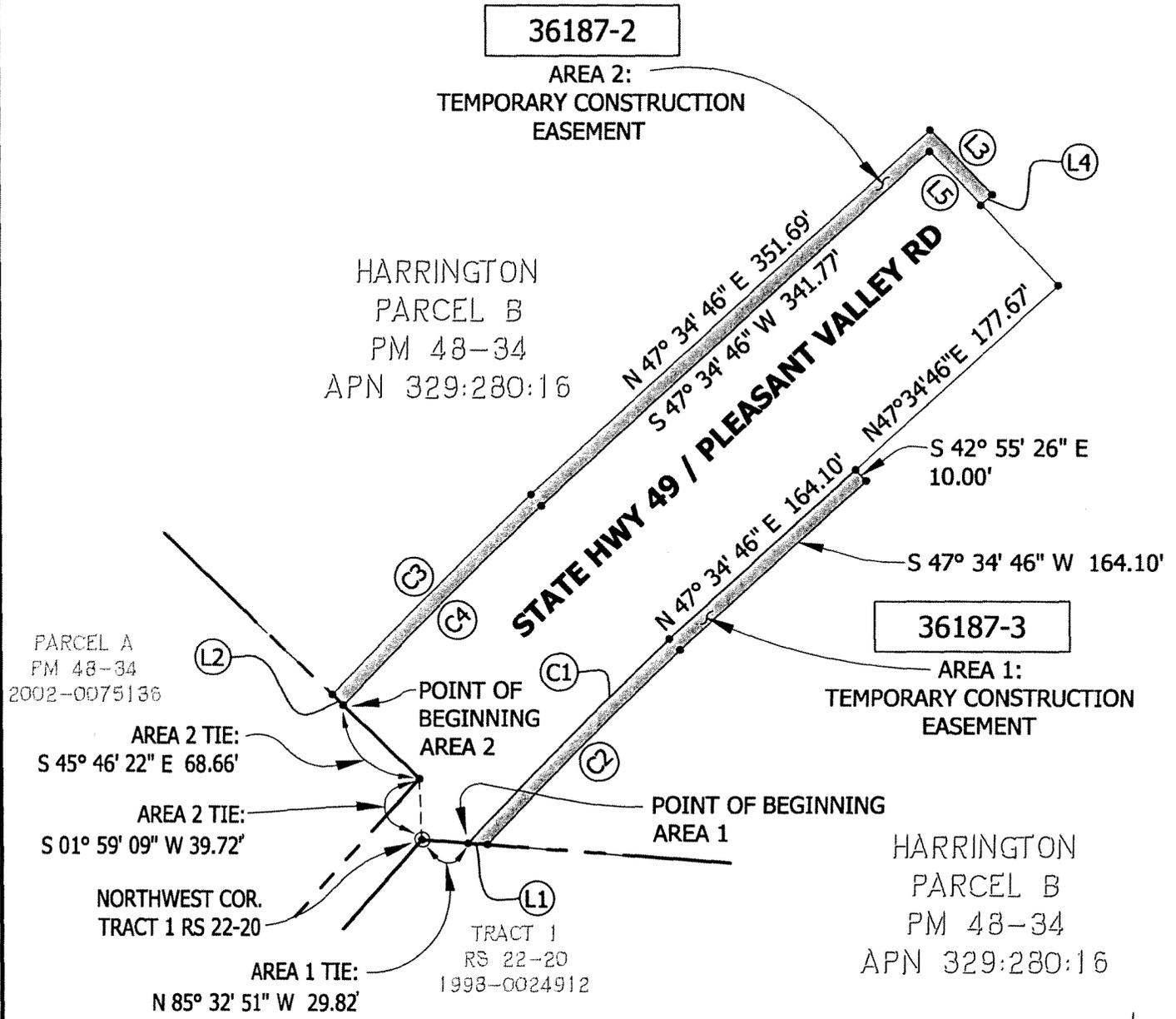


Grid North
Scale 1"=100'

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

EXHIBIT 'B1'

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



- (C1) R=2839.97' Δ=03° 47' 00" L=187.53'
CH=N 44° 40' 55" E 187.49'
- (C2) R=2829.98' Δ=03° 37' 16" L=178.86'
CH=S 44° 45' 40" W 178.83'
- (L1) N 85° 32' 51" W 12.76'
- (L2) N 45° 46' 22" W 10.00'

- (C3) R=2969.97' Δ=03° 33' 34" L=184.51'
CH=N 44° 47' 44" E 184.48'
- (L3) S 43° 25' 35" E 58.00'
- (L4) S 46° 34' 25" W 10.00'
- (L5) N 43° 25' 35" W 48.17'
- (C4) R=2959.98' Δ=03° 33' 43" L=184.01'
CH=S 44° 47' 33" W 183.98'

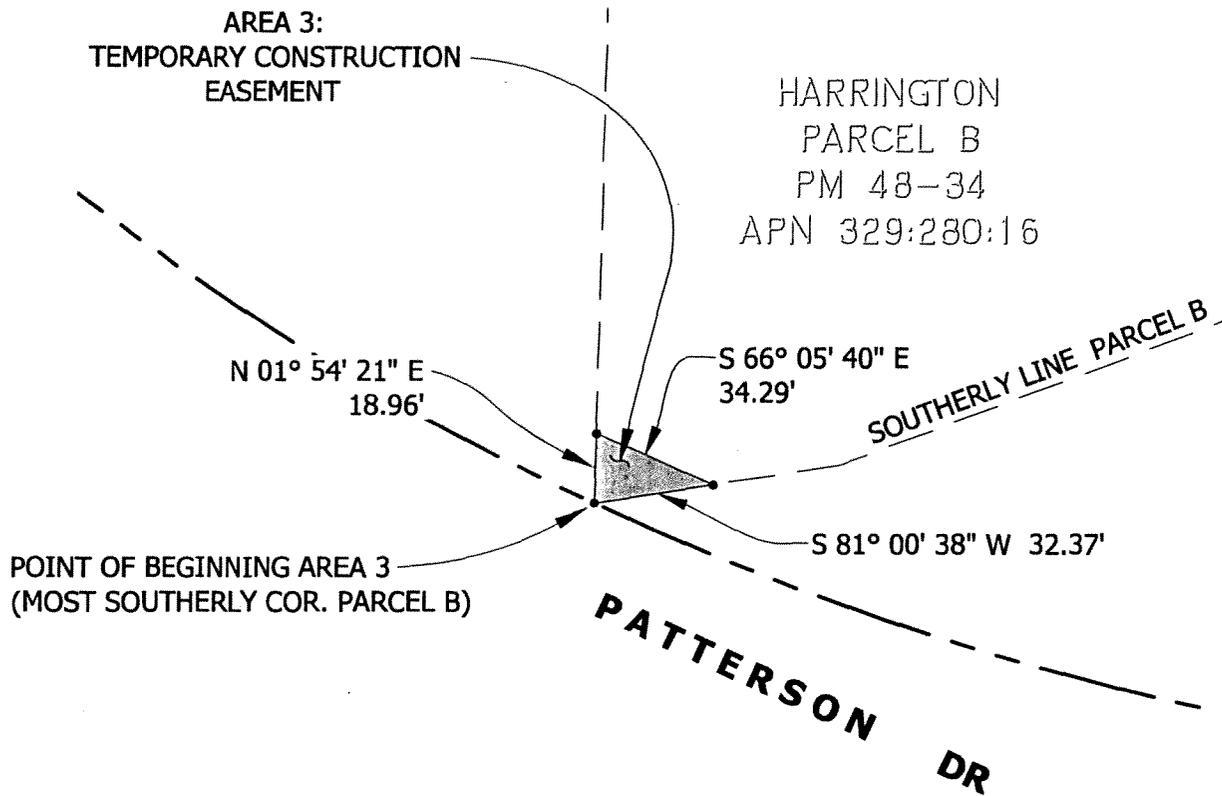


Grid North
Scale 1"=100'

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

EXHIBIT 'B1'

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



Grid North
Scale 1"=50'

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-09, 329-280-16

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors and assigns 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.

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

The grantor, for the grantor and the grantor's successors, and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

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

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

**GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND
MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**

Date: _____ By: _____
Patricia Harrington

Date: _____ By: _____
Michael Quigley

Notary Acknowledgements To Follow

Exhibit 'A'
(36187-1)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel B, from which the southeast corner of Parcel A, as shown on said Parcel map bears along a curve to the left having a radius of 3999.44 feet through a central angle of 00° 26' 36" an arc length of 30.95 feet, said curve being subtended by a chord which bears South 39° 05' 55" West 30.95 feet; thence from said POINT OF BEGINNING along said westerly line the following courses, along a curve to the right having a radius of 3999.44 feet through a central angle of 03° 34' 06" an arc length of 249.08 feet, said curve being subtended by a chord which bears North 41° 06' 16" East 249.04 feet to the most easterly corner of said Parcel A; thence North 45° 46' 22" West 68.66 feet to the beginning of non-tangent curve to the right having a radius of 2959.98 feet; thence leaving said westerly line along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet, said curve being subtended by a chord which bears North 44° 47' 33" East 183.98 feet; thence North 47° 34' 46" East 341.77 feet; thence South 43° 25' 35" East 120.00 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a non-tangent curve to the left having a radius of 2839.97 feet; thence along said curve through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by a chord which bears South 44° 40' 55" West 187.49 feet to the southwesterly line of said Parcel B; thence along said line the following courses, North 85° 32' 51" West 29.82 feet to the beginning of a non-tangent curve to the left having a radius of 4979.30 feet; thence along said curve through a central angle of 02° 37' 53" an arc length of 228.68 feet, said curve being subtended by a chord which bears South 40° 22' 44" West 228.66 feet; thence North 85° 40' 00" West 8.56 feet; thence North 18° 09' 45" West 26.93 feet to the POINT OF BEGINNING. See Exhibit 'B' attached hereto and made a part hereof.

END OF DESCRIPTION

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

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

Loren A. Massaro

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



Dated: 01-26-2013

EXHIBIT 'B'

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

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

S 43° 25' 35" E
120.00'

36187-1
HIGHWAY EASEMENT

R=2959.98'
L=184.01'
 $\Delta=03^\circ 33' 43''$
CH=N 44° 47' 33" E
183.98'

PARCEL A
PM 48-34
2002-0075136

N 45° 46' 22" W 68.66'

R=3999.44'
L=249.08'
 $\Delta=03^\circ 34' 06''$
CH=N 41° 06' 16" E
249.04'

POINT OF BEGINNING

(C1)

WESTERLY LINE PARCEL B
N 85° 40' 00" W 8.56'
N 18° 09' 45" W 26.93'

SOUTHEAST COR. PARCEL A

(C1) TIE: R=3999.44' $\Delta=00^\circ 26' 36''$ L=30.95'
CH=S 39° 05' 55" W 30.95'

TRACT 1
RS 22-20
1998-0024912
R=4979.30'
L=228.68'
 $\Delta=02^\circ 37' 53''$
CH=S 40° 22' 44" W
228.66'

SOUTHWESTERLY LINE PARCEL B

STATE HWY 49 / PLEASANT VALLEY RD
N 47° 34' 46" E 341.77'
S 47° 34' 46" W 341.77'

R=2839.97'
L=187.53'
 $\Delta=03^\circ 47' 00''$
CH=S 44° 40' 55" W
187.49'

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16



Grid North
Scale 1"=100'

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

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Highway Easement dated _____, 2013, from **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, 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: 329-280-09 and 329-280-16

Dated this ____ day of _____, 2013.

COUNTY OF EL DORADO

By: _____

Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 329-280-09, 329-280-16
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON, 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 "A1" and "B1" 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 \$2,640.00 (TWO THOUSAND SIX HUNDRED FORTY DOLLARS EXACTLY) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not

be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$110.00 (One Hundred Ten dollars, exactly) monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND
MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**

Executed on: _____, 2013

By: _____
Patricia Harrington

By: _____
Michael Quigley

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A1'
(36187-2) (36187-3)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Area 1:

Beginning on the southerly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears North 85° 32' 51" West 29.82 feet; thence from said POINT OF BEGINNING along a curve to the right having a radius of 2839.97 feet, through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by chord which bears North 44° 40' 55" East 187.49 feet; thence North 47° 34' 46" East 164.10 feet; thence South 42° 55' 26" East 10.00 feet; thence South 47° 34' 46" West 164.10 feet to beginning of a curve to the left having a radius of 2829.98 feet; thence along said curve through a central angle of 03° 37' 16" an arc length of 178.86 feet, said curve being subtended by a chord which bears South 44° 45' 40" West 178.83 feet to said southerly line of said Parcel B; thence along said southerly line North 85° 32' 51" West 12.76 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

Together with:

Area 2:

Beginning on the southwesterly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears the following two courses 1) South 45° 46' 22" East 68.66 feet and 2) South 01° 59' 09" West 39.72 feet; thence from said POINT OF BEGINNING along said southwesterly line North 45° 46' 22" West 10.00 feet to the beginning of a non-tangent curve to the right having a radius of 2969.97 feet; thence leaving said southwesterly line along said curve through a central angle of 03° 33' 34" an arc length of 184.51 feet, said curve being subtended by a chord which bears North 44° 47' 44" East 184.48 feet; thence North 47° 34' 46" East 351.69 feet; thence South 43° 25' 35" East of 58.00 feet; thence South 46° 34' 25" West 10.00 feet; thence North 43° 25' 35" West 48.17 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a curve to the left having a radius of 2959.98 feet; thence along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet,

said curve being subtended by a chord which bears South 44° 47' 33" West 183.98 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

Together with:

Area 3:

Beginning at the most southerly corner of said Parcel B; thence from said POINT OF BEGINNING along the southerly line of said Parcel B North 01° 54' 21" East 18.96 feet; thence leaving said southerly line South 66° 05' 40" East 34.29 feet; thence South 81° 00' 38" West 32.37 feet to the POINT OF BEGINNING, containing 301 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 CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe those areas of said parcel as an easement for construction purposes.



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



Dated: 11.09.2012

EXHIBIT 'B1'

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

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

36187-2

AREA 2:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 2 OF 3)

STATE HWY 49/
PLEASANT VALLEY RD

36187-3

AREA 1:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 2 OF 3)

PARCEL A
PM 48-34
2002-0075136

TRACT 1
RS 22-20
1998-0024912

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

AREA 3:
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHT 3 OF 3)

PATTERSON
DR

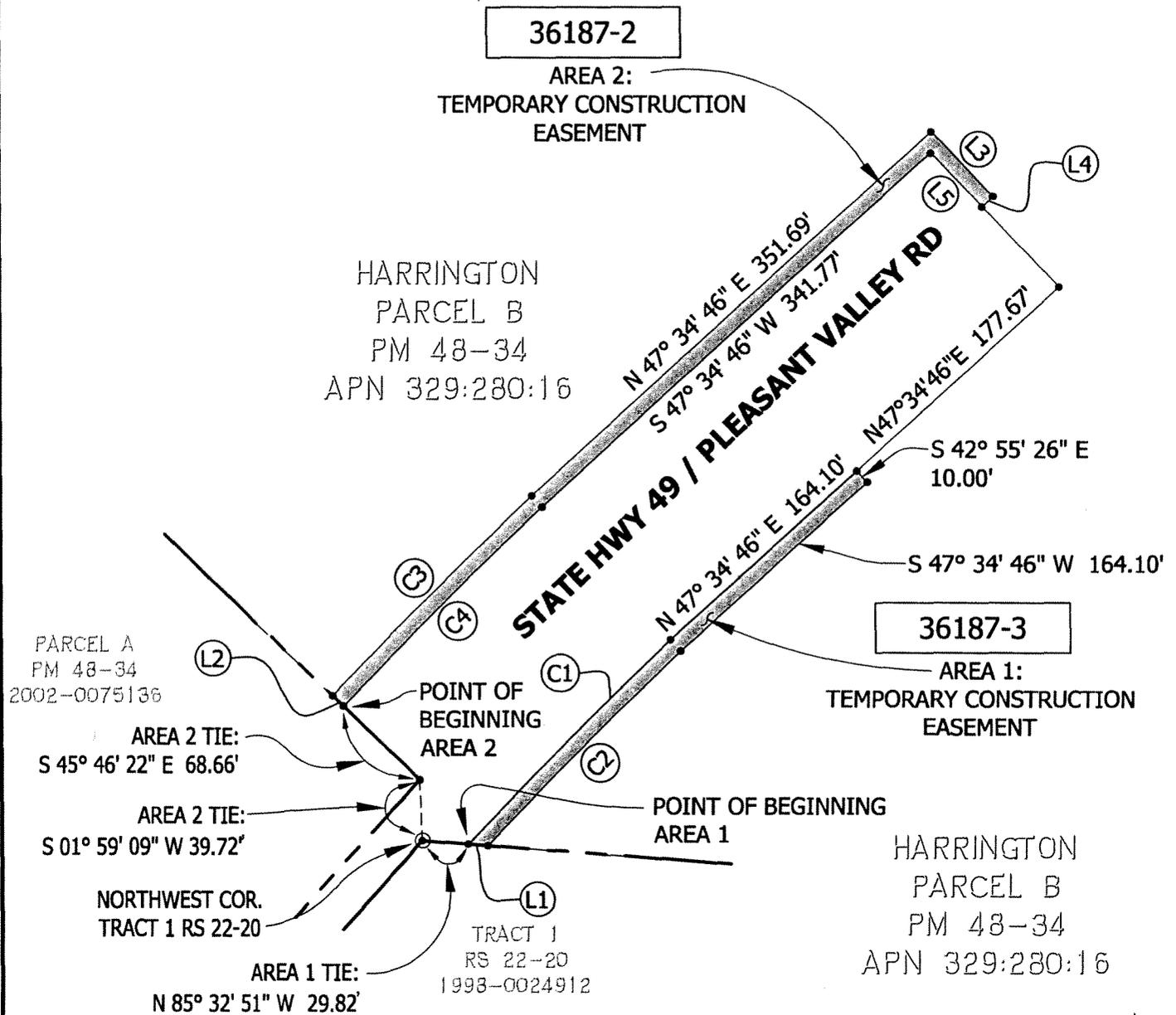


Grid North
Scale 1"=100'

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

EXHIBIT 'B1'

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



PARCEL A
PM 48-34
2002-0075136

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

36187-3

AREA 1:
TEMPORARY CONSTRUCTION
EASEMENT

HARRINGTON
PARCEL B
PM 48-34
APN 329:280:16

- (C1) R=2839.97' Δ=03° 47' 00" L=187.53'
CH=N 44° 40' 55" E 187.49'
- (C2) R=2829.98' Δ=03° 37' 16" L=178.86'
CH=S 44° 45' 40" W 178.83'
- (L1) N 85° 32' 51" W 12.76'
- (L2) N 45° 46' 22" W 10.00'

- (C3) R=2969.97' Δ=03° 33' 34" L=184.51'
CH=N 44° 47' 44" E 184.48'
- (L3) S 43° 25' 35" E 58.00'
- (L4) S 46° 34' 25" W 10.00'
- (L5) N 43° 25' 35" W 48.17'
- (C4) R=2959.98' Δ=03° 33' 43" L=184.01'
CH=S 44° 47' 33" W 183.98'

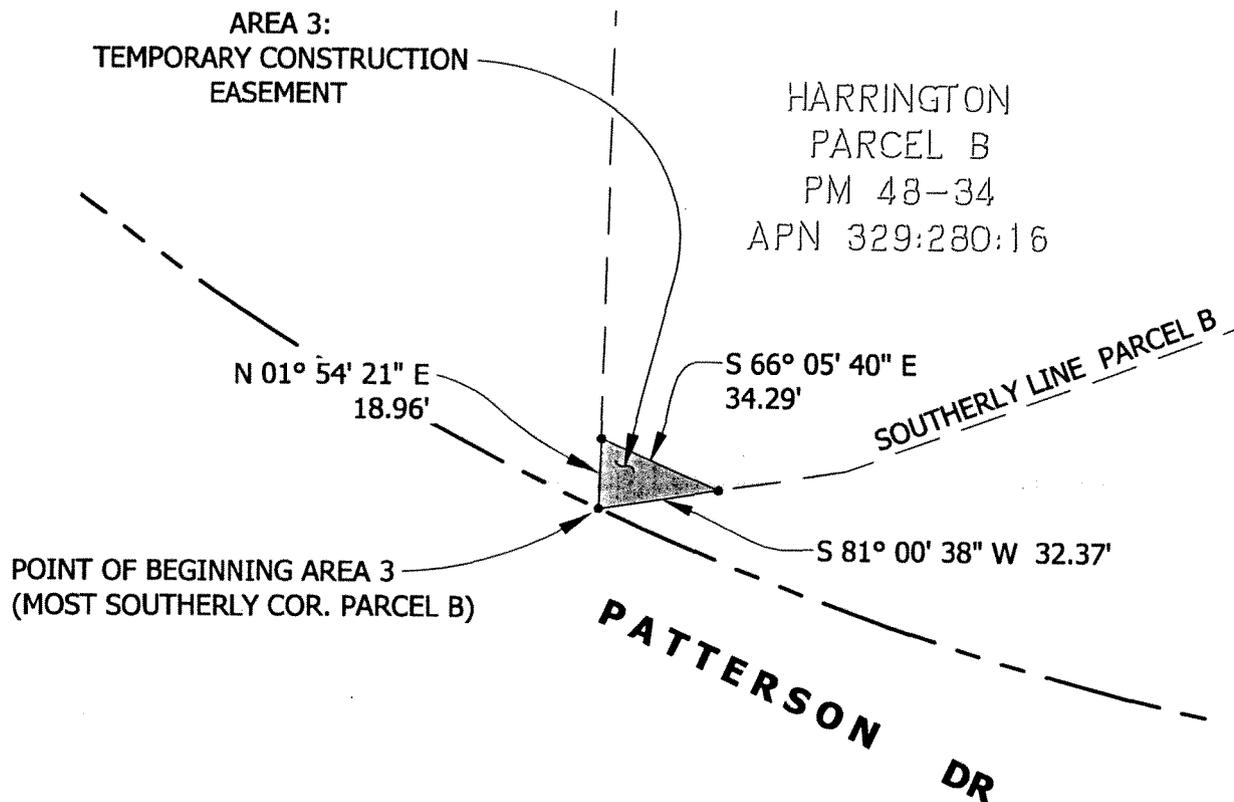


Grid North
Scale 1"=100'

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

EXHIBIT 'B1'

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



Grid North
Scale 1"=50'

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

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 2013, from **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, 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: 329-280-09 and 329-280-16

Dated this ____ day of _____, 2013.

COUNTY OF EL DORADO

By: _____
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: _____
Deputy Clerk