

Sellers: SWEET  
APN: 054-342-20  
Project #: 72375  
Escrow #: 205-14713

**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 **CHARLES T. SWEET AND SHEILA A SWEET, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, referred to herein as ("Sellers"), with reference to the following facts:

**RECITALS**

- A. Sellers own 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. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Temporary Construction Easement as described and depicted in Exhibit C, 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**

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto.

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## 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$27,591.00 for the fee title, \$357.00 for the Temporary Construction Easement, compensation for site improvements and contributory value of trees to be removed as a result of the Project construction valued at \$24,744 and an additional lump sum compensation as payment for damages to the remainder parcel as a result of the Project construction valued at \$90,000, for a combined total amount of \$142,692, rounded to a total compensation of **\$143,000.00 (One Hundred Forty Three Thousand Dollars and No Cents, exactly)** which represents the total amount of compensation to Sellers.

## 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of **Escrow No. 205-14713** which has been opened at **Placer Title Company** ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement Deed from Sellers to County for the Acquisition Properties. 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 31, 2015**, 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 Deed and Easement.
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Sellers shall by Grant Deed and Easement convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No. 205-14713, dated 12/1/2014, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4, 5, and 6 as listed in said preliminary title report.

Sellers agree 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

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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)**

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

**7. 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

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noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

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

**8. PRORATION OF TAXES**

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Sellers authorize 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 Sellers 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, Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorize 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**

Sellers represent that, to the best of Sellers's knowledge, Sellers know of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination.

**11. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements **Diamond Springs Parkway – Phase 1A – SR49 Realignment Project # 72375** inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by 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.

**12. 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 Acquisition Properties 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.

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**13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**14. REAL ESTATE BROKER**

Sellers have not employed a broker or sales agent in connection with the sale of the Acquisition Properties, 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.

**15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant and Easement Deeds.
- C. Escrow Holder shall:
  - (i) Record the Grant and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B and C and the exhibits thereto, together with County's Certificates of Acceptance.
  - (iii) Cause the policy of title insurance to be issued.

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(iv) Deliver the just compensation to Sellers.

**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 Sellers.

**17. 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.

**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 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: Charles and Sheila Sweet  
PO Box 1630  
Diamond Springs, CA 95619**

Sellers





Sellers: SWEET  
APN: 054-342-20  
Project #: 72375  
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COUNTY: County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667

COPY TO: County of El Dorado  
CDA, Transportation Division  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

**19. BINDING EFFECT**

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

**20. GOVERNING LAW**

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

**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.

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**23. ATTORNEY'S FEES**

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

**24. LEASE WARRANTY PROVISION**

Sellers warrant 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 Sellers' remaining property:

- A. 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.
- B. County or County's contractor or authorized agent will remove, reconstruct and replace existing stucco sound wall with new 6-foot tall Caltrans standard masonry block sound wall.
- C. County will obtain an access easement across adjoining parcel, APN #054-342-23 for the benefit of seller's subject parcel APN#054-342-20, and County's contractor or authorized agent will relocate, grade and construct a new gravel driveway access for the subject parcel.
- D. County or County's contractor or authorized agent will remove existing fence

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and entry gate and will replace and install a new entry gate, gate posts and wire fencing of a like-kind material 6 inches inside the new western property line bordering SR49, where applicable. Temporary fencing will be used in areas where current fencing exists during roadway construction.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Sellers understand and agree that after completion of the work described, said facilities, except utility facilities, will be considered Sellers' sole property and Sellers will be responsible for their 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 Sellers' Property, (**Assessor's Parcel Number 054-342-20**) 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

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Agreement shall be binding unless executed in writing by the party to be bound thereby.

**29. AUTHORIZED SIGNATURES**


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

**SELLERS: CHARLES T. SWEET AND SHEILA A. SWEET, HUSBAND AND WIFE  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

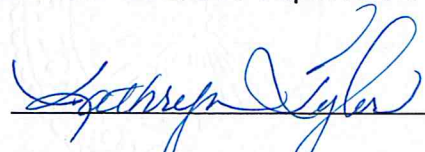
Date: 4-10-15 By:   
Charles T. Sweet

Date: 4-10-15 By:   
Sheila A. Sweet

**COUNTY OF EL DORADO:**

Date: 6-2-15 By:   
Brian K. Veerkamp  
Chair, Board of Supervisors

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

By:   
Deputy Clerk

Sellers  

EXHIBIT "A"  
LEGAL DESCRIPTION

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

ALL THAT PORTION OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON AUGUST 30, 1996 IN BOOK 45 OF PARCEL MAPS AT PAGE 141.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 3, A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 49; THENCE NORTH 00 DEG 48' 53" EAST 17.663 METERS (57.95 FEET) ALONG SAID EXISTING RIGHT OF WAY LINE TO A POINT ON THE NEW EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 49; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE SOUTH 43 DEG 39' 28" WEST 24.783 METERS (81.31 FEET) ALONG SAID NEW RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL; THENCE LEAVING SAID NEW RIGHT OF WAY LINE ALONG SAID SOUTHERLY BOUNDARY NORTH 89 DEG 05' 12" EAST 16.860 METERS (55.31 FEET) TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTIONS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL 3, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID PARCEL 3 BEARS NORTH 89 DEG 05' 12" EAST 16.860 METERS (55.31 FEET); THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTHERLY BOUNDARY SOUTH 89 DEG 05' 12" WEST 35.568 METERS (116.69 FEET); THENCE CONTINUING ALONG SAID BOUNDARY NORTH 67 DEG 38' 58" WEST 17.650 METERS (57.91 FEET) TO A POINT ON THE NEW WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 49; THENCE LEAVING SAID SOUTHERLY BOUNDARY ALONG SAID NEW RIGHT OF WAY NORTH 57 DEG 01' 47" EAST 60.063 METERS (197.06 FEET); THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 37 DEG 23' 34" EAST 6.951 METERS (22.81 FEET) TO A POINT ON THE NORTHERLY BOUNDARY OF SAID PARCEL; THENCE LEAVING SAID NEW RIGHT OF WAY LINE ALONG SAID NORTHERLY BOUNDARY SOUTH 83 DEG 20' 24" EAST 18.275 METERS (59.96 FEET) TO THE NORTHEAST CORNER OF SAID PARCEL, A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 49; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) SOUTH 12 DEG 05' 16" WEST 14.460 METERS (47.44 FEET); 2) SOUTH 12 DEG 07' 00" WEST 3.029 METERS (9.94 FEET); 3) SOUTH 00 DEG 48' 53" WEST 7.204 METERS (23.64 FEET) TO A POINT ON THE NEW EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 49; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE SOUTH 43 DEG 39' 28" WEST 24.783 METERS (81.31 FEET) ALONG SAID NEW RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCE 3, FROM WHICH

Order No. 205-14713  
UPDATE  
Version 5

EXHIBIT "A"  
LEGAL DESCRIPTION continued

POINT THE SOUTHEAST CORNER OF SAID PARCEL BEARS THE FOLLOWING THREE COURSES:  
1) NORTH 24 DEG 03' 39" EAST 15.000 METERS (49.21 FEET); 2) SOUTH 67 DEG 38'  
58" EAST 17.650 METERS (57.91 FEET); 3) NORTH 89 DEG 05' 12" EAST 52.428  
METERS (172.01 FEET); THENCE FROM SAID POINT OF BEGINING ALONG SAID SOUTHERLY  
BOUNDARY NORTH 72 DEG 09' 40" WEST 6.752 METERS (22.15 FEET) TO THE BEGINNING  
OF A 183.502 METER (602.04 FOOT) RADIUS NON-TANGENT CURVE CONCAVE  
SOUTHEASTERLY, THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF  
17.110 METERS (56.14 FEET) THROUGH A CENTRAL ANGLE OF 05 DEG 20' 32",  
SUBTENDE BY A CHORD WHICH BEARS NORTH 47 DEG 10' 00" EAST 17.104 METERS  
(56.12 FEET) TO A POINT ON THE AFOREMENTIONED SOUTHERLY BOUNDARY OF SAID  
PARCEL; THENCE ON A NON-TANGENT LINE ALONG SAID BOUNDARY SOUTH 24 DEG 03' 39"  
WEST 15.000 METERS (49.21 FEET) TO THE POINT OF BEGINNING.

A.P.N. 054-342-20-100

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

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

**APN: 054-342-20**  
**Charles and Sheila Sweet**  
**Project #: 72375 DSP Phase 1A**

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

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **CHARLES T. SWEET AND SHEILA A. SWEET, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

**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.

**IN WITNESS WHEREOF**, Grantors have herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTORS:**

\_\_\_\_\_  
Charles T. Sweet

\_\_\_\_\_  
Sheila A. Sweet

**(All signatures must be acknowledged by a Notary Public)**



**EXHIBIT 'A1'**  
**(36363-1)**

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being a portion of Parcel 3 of that particular Parcel Map filed in Book 45, Page 141 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northwest corner of Tract 2 as shown on that particular Record of Survey filed in Book 29, Page 19; thence along the northerly line of said Parcel the following three courses: 1) North 83° 21' 19" West 79.55 feet; 2) North 60° 52' 49" West 40.60 feet; 3) North 85° 06' 23" West 50.70 feet; thence leaving said northerly line South 0° 46' 36" West 89.35 feet; thence South 28° 04' 30" West 85.93 feet; thence South 42° 58' 08" West 37.95 feet to the southerly line of said Parcel; thence along said southerly line South 72° 10' 35" East 12.85 feet to the northwesterly line of Tract 3 of said Record of Survey; thence along the northwesterly lines of said Tract 3 and Tract 2 the following three courses: 1) northeasterly along a non-tangent curve concave to the southeast having a radius of 602.03 feet through a central angle of 5° 20' 33" an arc distance of 56.14 feet, said curve being subtended by a chord which bears North 47° 09' 05" East 56.11 feet; 2) North 57° 00' 52" East 197.05 feet; 3) North 37° 22' 39" East 22.81 feet to the POINT OF BEGINNING. Containing 14,914 square feet (0.34 acres) more or less.

-End of Description-

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

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

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

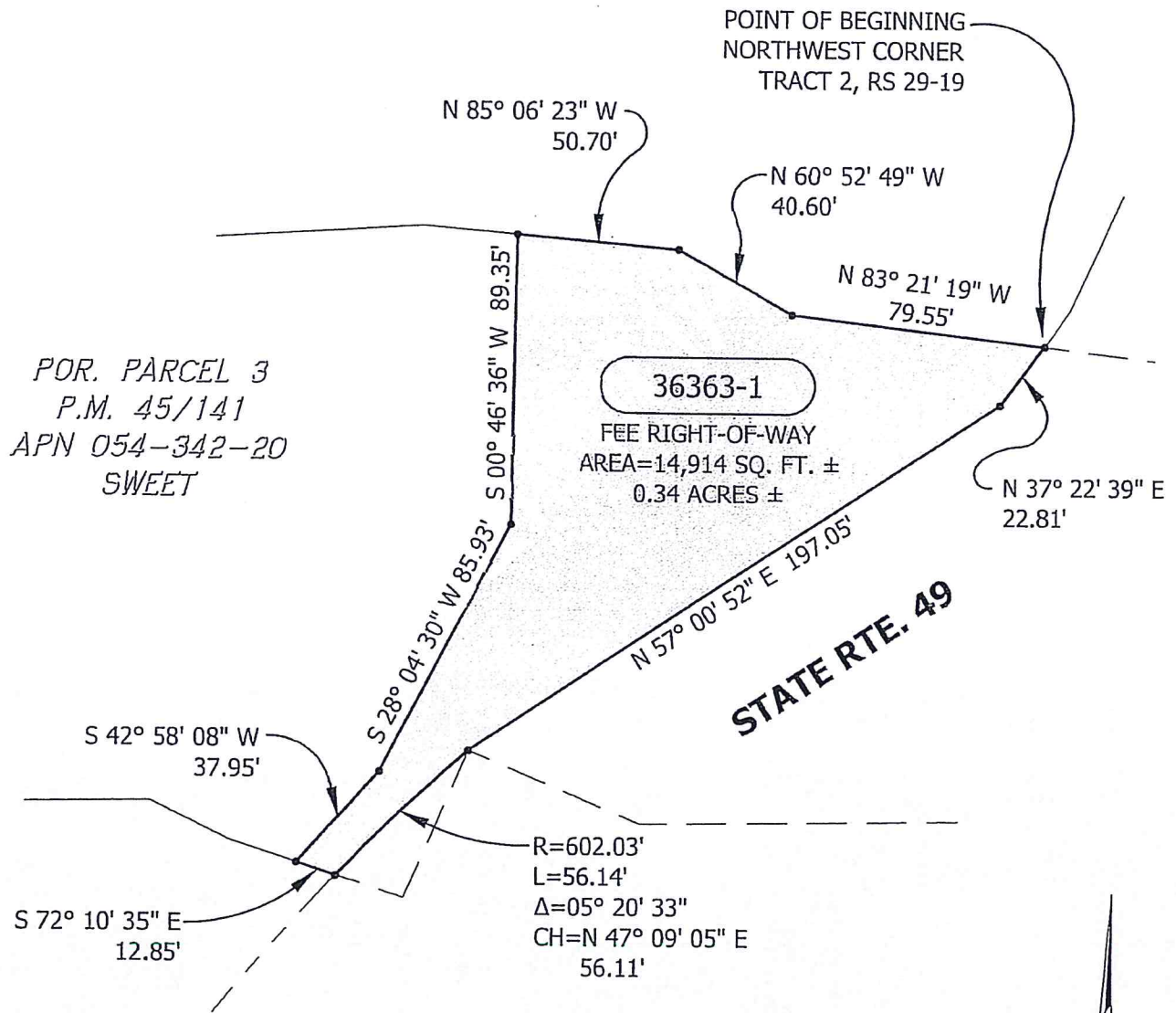
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Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Community Development Agency  
Transportation Division

Dated: \_\_\_\_\_

# EXHIBIT 'B1'

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



POR. PARCEL 3  
P.M. 45/141  
APN 054-342-20  
SWEET



Grid North  
Scale 1"=50'

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

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

**APN 054-342-20**  
**Charles and Sheila Sweet**  
**#72375 – DSP Phase 1A**

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

Above section for Recorder's use

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**CHARLES T. SWEET AND SHEILA A. SWEET, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, hereinafter referred to as "Grantors", 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 "A2" and "B2" 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 **\$357.00 (THREE HUNDRED FIFTY SEVEN DOLLARS AND NO/100)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantors' parcel.
2. Grantors represent and warrant 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 Grantors have the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **DIAMOND SPRINGS PARKWAY PHASE 1A – SR49 ROAD REALIGNMENT, CIP NO #72375 (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. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of

## EXHIBIT C

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 five-year warranty period. In the event that construction of the Project is not completed within **24 (Twenty-four) months** of commencement of construction, Grantors shall be entitled to additional compensation as follows: For each month thereafter, **the sum of \$14.88 (FOURTEEN DOLLARS AND 88/100) monthly** will be paid to the Grantors, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantors 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.

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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-

**EXHIBIT C**

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**, Grantors have herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTORS:            CHARLES T. SWEET AND SHEILA A. SWEET,  
                              HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF  
                              SURVIVORSHIP**

\_\_\_\_\_  
Charles T. Sweet

\_\_\_\_\_  
Sheila A. Sweet

**(All signatures must be acknowledged by a Notary Public)**

**EXHIBIT 'A2'**  
**(36363-2)**

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being a portion of Parcel 3 of that particular Parcel Map filed in Book 45, Page 141 in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Northwest corner of Tract 2 as shown on that particular Record of Survey filed in Book 29, Page 19; thence along the northerly line of said Parcel the following three courses: 1) North 83° 21' 19" West 79.55 feet; 2) North 60° 52' 49" West 40.60 feet; 3) North 85° 06' 23" West 50.70 feet to the TRUE POINT OF BEGINNING; thence leaving said northerly line South 0° 46' 36" West 89.35 feet; thence South 28° 04' 30" West 85.93 feet; thence South 42° 58' 08" West 37.95 feet to the southerly line of said Parcel; thence leaving said southerly line North 35° 22' 41" East 37.39 feet; thence North 28° 04' 30" East 84.29 feet; thence North 0° 46' 36" East 88.50 feet to the northerly line of said Parcel; thence along said northerly line South 85° 06' 23" East 5.01 feet to the TRUE POINT OF BEGINNING. Containing 964 square feet more or less.

-End of Description-

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

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

The purpose of the above description is to describe that portion of said Parcel as a temporary easement for construction purposes.

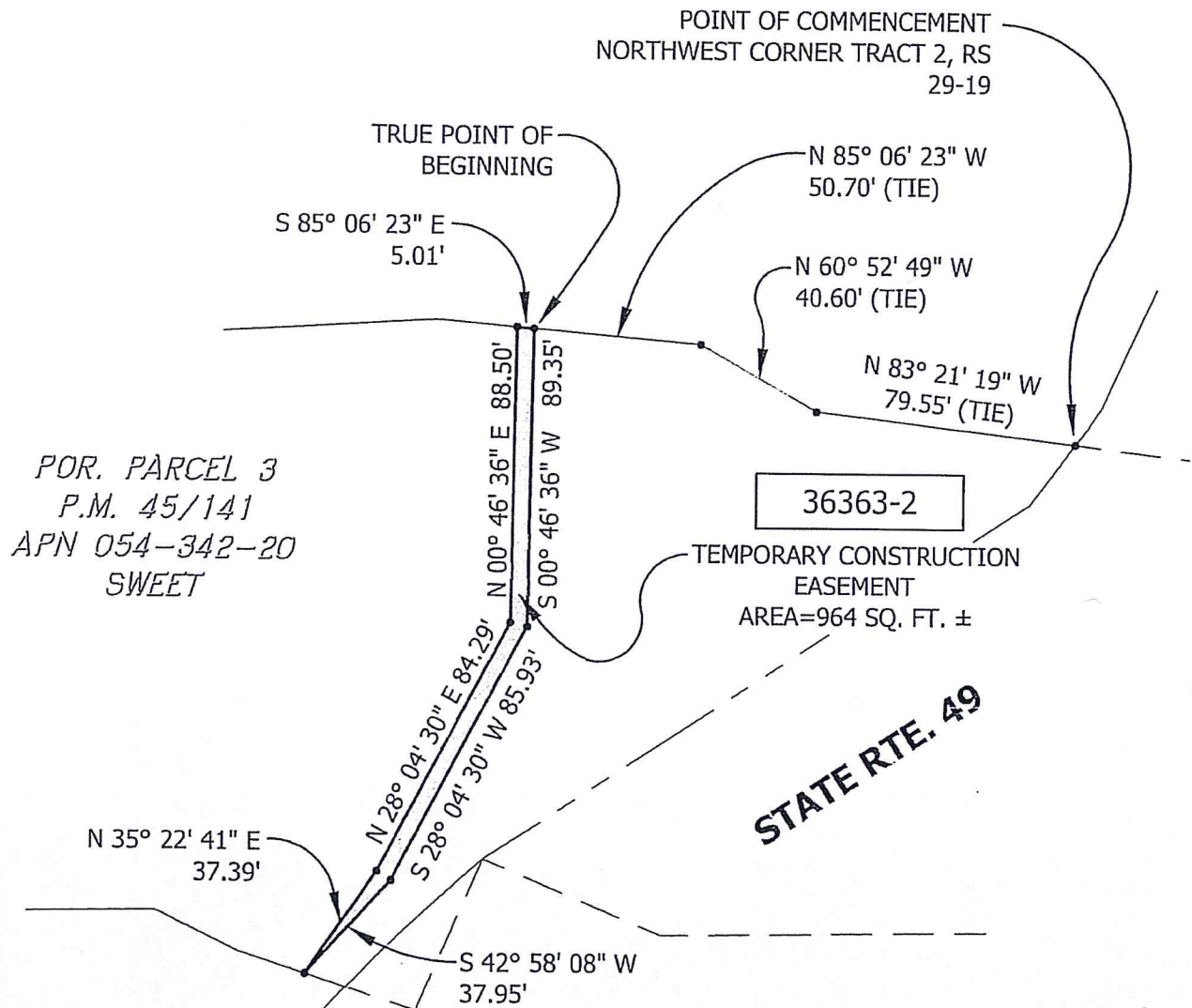
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Joseph C. Neely, P.L.S. 9026  
 Associate Land Surveyor  
 El Dorado County  
 Community Development Agency  
 Transportation Division

Dated: \_\_\_\_\_

# EXHIBIT 'B2'

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



Grid North  
Scale 1"=50'