

Seller: Sierra Pacific  
Industries  
APN: 010-040-08  
Project#: 77118  
Escrow#: 205-14068

**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 SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION, referred to herein as (“Seller”), with reference to the following facts:

**RECITALS**

- A. Seller owns 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 Road and Bridge Easement described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and referred to hereinafter as “the Easements”, on the terms and conditions herein set forth.

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

**AGREEMENT**

**1. ACQUISITION**

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Easements, as described and depicted in the attached Exhibits B and C and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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**2. JUST COMPENSATION**

The just compensation for the Easements in the amount of \$2,808.00 for a Road and Bridge Easement and \$152.00 for a Temporary Construction Easement, for a total amount of \$2,960.00 rounded to \$3,000.00 (Three-Thousand Dollars, exactly). Seller and County hereby acknowledge that the fair market value of the Easements is \$3,000.00

**3. ESCROW**

The acquisition of the Easements shall be consummated by means of Escrow No. 205-14068 for APN 010-040-08 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 Easements. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than December 31, 2011, 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

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- 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**

Seller shall 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. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

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

**7. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent property, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the

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public record.

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

**8. 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 construction of improvements adjacent to Wentworth Springs Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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.

**9. WAIVER OF AND RELEASE OF CLAIMS**

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

**10. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all

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of which together shall constitute one and the same instrument.

**11. REAL ESTATE BROKER**

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

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

- A. Seller 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 Exhibits B and C and the exhibits thereto, together with County's Certificates of Acceptance.
  - (ii) Deliver the just compensation to Seller.

**13. TIME IS OF THE ESSENCE**

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

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**14. BEST EFFORTS**

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

**15. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: Rich Wade, District Manager  
Sierra Pacific Industries  
P.O. Box 680  
Camino, CA 95709**

**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  
Department of Transportation  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667**

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**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. LEASE WARRANTY PROVISION**

Seller warrants that there are no oral or written leases on all or any portion of the Properties exceeding a period of one month.

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**22. CONSTRUCTION CONTRACT WORK**

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

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Seller is entitled to all wood from trees that are 4 inches in diameter or larger in size. Said wood will be laid outside the new right of way limits for Seller to pick up at his discretion.

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.

**23. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties, (Assessor's Parcel Number 010-040-08) where necessary to perform the construction described in Section 22 of this Agreement.

**24. 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.

**25. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter



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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.

**SELLER: SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**

Date: 7/29/11

By:   
Dan Tomascheski, Vice-President Resources

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Raymond J. Nutting, Chair  
Board of Supervisors

ATTEST: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

**LOT 4 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2; LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, ALL IN TOWNSHIP 13 NORTH, RANGE 14 EAST, M.D.B.&M., EL DORADO COUNTY, CALIFORNIA.**

**A.P.N. 010-040-08-100**

**A.P.N. 010-040-09-100**

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 010-040-08

\_\_\_\_\_  
Above section for Recorder's use

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

**GRANT OF ROAD AND BRIDGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a Road and Bridge easement for road and bridge construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT 'A1' AND DEPICTED IN EXHIBIT 'B1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

EXHIBIT "B"

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR: SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dan Tomascheski, Vice-President Resources

**Notary Acknowledgements Follow**

## Exhibit 'A1'

All that certain real property situate in West One-Half of the Northwest One-Quarter of Section 2, Township 13 North, Range 14 East, M.D.M., El Dorado County, State of California being more particularly described as follows:

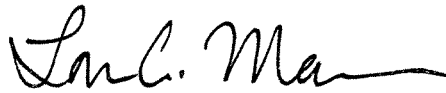
A strip of land 50 feet in width lying 25 feet on each side of and parallel with the following described line:

Beginning at a point in the centerline of Wentworth Springs Road from which the record position of the West One-Quarter corner of said Section 2 as said corner is shown on that particular Record of Survey filed in Book 10 of Surveys at Page 44 official records said county and state bears South 48° 35' 55" West 657.21 feet, thence from said POINT OF BEGINNING North 19° 21' 46" West 36.07 feet to the beginning of a curve to the left having a radius of 40.00 feet; thence along said curve through a central angle of 37° 33' 45" an arc length of 26.22 feet, said curve being subtended by a chord which bears North 38° 08' 38" West 25.76 feet; thence North 56° 55' 31" West 141.50 feet to the beginning of a curve to the left having a radius of 60.00 feet; thence along said curve through a central angle of 20° 05' 46" an arc length of 21.04 feet, said curve being subtended by a chord which bears North 66° 58' 24" West 20.94 feet; thence North 77° 01' 17" West 50.17 feet, the terminus of the herein described line. Said strip contains 0.32 Acres more or less.

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

End of Description

The basis of bearings for this description is grid north. All distances are grid distances. To convert to ground distances divide by 0.999640.



Loren A. Massaro P.L.S. 8117

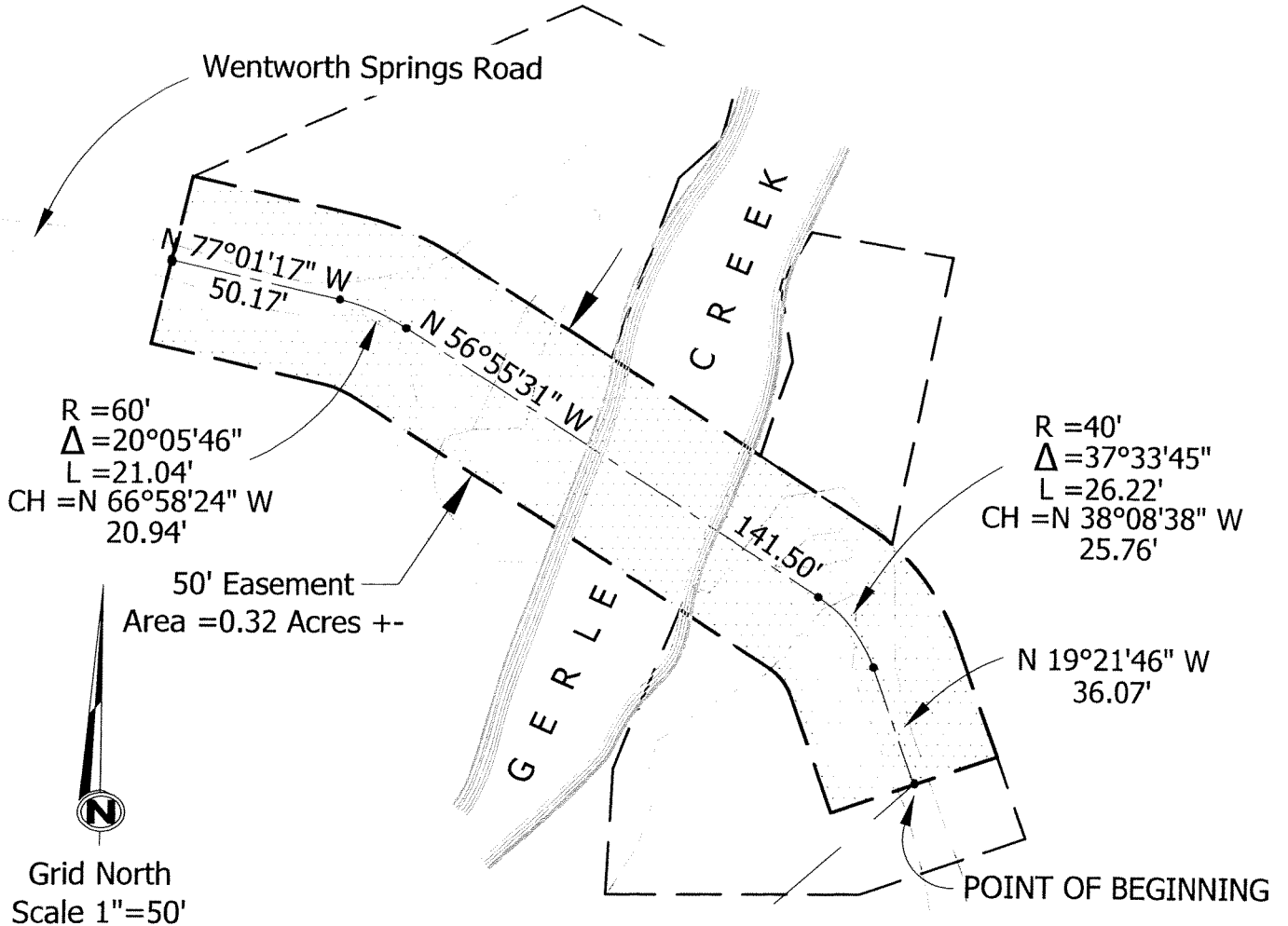
Date: 07.14.2011



# EXHIBIT 'B1'

Situate in the West One-Half of the Northwest One-Quarter of Section 2  
Township 13 North, Range 14 East, M.D.M.  
El Dorado County State of California

SIERRA PACIFIC INDUSTRIES  
O.R. 3670-721  
PORTION R.S. 10-44



N 77°01'17" W  
50.17'

R = 60'  
Δ = 20°05'46"  
L = 21.04'  
CH = N 66°58'24" W  
20.94'

R = 40'  
Δ = 37°33'45"  
L = 26.22'  
CH = N 38°08'38" W  
25.76'

N 19°21'46" W  
36.07'



EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 010-040-08

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Wentworth Springs Rd. at Gerle Creek  
Bridge Project #77118

**TEMPORARY CONSTRUCTION EASEMENT**

**SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**, 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 A and B attached hereto and made a part hereof.

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

1. In consideration of \$192.00 (One-Hundred Ninety-Two 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 A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Wentworth Springs Road at Gerle Creek Bridge 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, modifications, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including but not limited to 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.

EXHIBIT "C"

4. Compensation under this temporary construction easement covers the construction period estimated to be 3 (Three) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 3 (Three) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$64.00 (Sixty-Four Dollars, exactly) will be paid to 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.

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.



EXHIBIT "C"

**GRANTOR: SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**

Executed on this date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dan Tomascheski, Vice-President Resources

**Notary Acknowledgements Follow**

## Exhibit 'A'

All that certain real property situate in West One-Half of the Northwest One-Quarter of Section 2, Township 13 North, Range 14 East, M.D.M., El Dorado County, State of California being more particularly described as follows:

### Tract 1

Beginning at a point in the centerline of Wentworth Springs Road from which the record position of the West One-Quarter corner of said Section 2 as said corner is shown on that particular Record of Survey filed in Book 10 of Surveys at Page 44 official records said county and state bears South  $48^{\circ} 35' 55''$  West 657.21 feet, thence from said POINT OF BEGINNING North  $70^{\circ} 38' 14''$  East 25.00 feet; thence South  $19^{\circ} 21' 46''$  East 25.00 feet; thence South  $70^{\circ} 38' 14''$  West 50.00 feet; thence South  $89^{\circ} 28' 58''$  West 72.57 feet; thence North  $02^{\circ} 44' 05''$  East 36.44 feet; thence North  $21^{\circ} 51' 17''$  East 49.99 feet to a point hereinafter referred to as **Point 'A'**; thence South  $56^{\circ} 55' 31''$  East 31.03 feet to the beginning of a curve to the right having a radius of 15.00 feet; thence along said curve through a central angle of  $37^{\circ} 33' 45''$  an arc length of 9.83 feet, said curve being subtended by a chord which bears South  $38^{\circ} 08' 38''$  East 9.66 feet; thence South  $19^{\circ} 21' 46''$  East 36.07 feet; thence North  $70^{\circ} 38' 14''$  East 25.00 feet to the POINT OF BEGINNING. Containing 5,272 square feet more or less.

### **Together with:**

### Tract 2

Beginning at a point hereinafter referred to as **Point 'B'** from which the aforementioned **Point 'A'** bears South  $26^{\circ} 43' 10''$  West 50.31 feet; thence from said POINT OF BEGINNING North  $17^{\circ} 56' 14''$  East 28.96 feet; thence North  $09^{\circ} 19' 16''$  West 22.68 feet; thence North  $29^{\circ} 46' 19''$  East 17.60 feet; thence South  $79^{\circ} 58' 00''$  East 41.23 feet; thence South  $11^{\circ} 18' 44''$  West 85.11 feet to the beginning of a non-tangent curve to the left having a radius of 65.00 feet; thence along said curve through a central angle of  $07^{\circ} 59' 11''$  an arc length of 9.06 feet, said curve being subtended by a chord which bears North  $52^{\circ} 55' 56''$  West for a distance of 9.05 feet; thence North  $56^{\circ} 55' 31''$  West 36.60 feet to the POINT OF BEGINNING. Containing 3,182 square feet more or less.

**Together with:**

**Tract 3**

Beginning at point from which the aforementioned **Point 'B'** bears South 56° 55' 31" East 51.52 feet; thence from said POINT OF BEGINNING North 56° 55' 31" West 53.37 feet to the beginning of a curve to the left having a radius of 85.00 feet; thence along said curve through a central angle of 20° 05' 46" an arc length of 29.81 feet, said curve being subtended by a chord which bears North 66° 58' 24" West 29.66 feet; thence North 77° 01' 17" West 50.17 feet to a point hereinafter referred to as **Point 'C'**; thence North 65° 32' 39" East 121.84 feet; thence South 63° 43' 12" East 50.00; thence South 14° 06' 38" West 16.92 feet thence South 46° 57' 41" West 16.55 feet; thence South 19° 29' 26" West 55.79 feet to the POINT OF BEGINNING. Containing 7,272 square feet more or less.

**Together with:**

**Tract 4**

Beginning at a point from which the aforementioned **Point 'C'** bears South 83° 37' 15" East 148.76 feet; thence North 57° 45' 58" West 22.62 feet; thence North 38° 51' 58" West 25.38 feet; thence North 23° 23' 32" West 31.97 feet; thence North 76° 06' 01" East 71.95 feet; thence South 37° 41' 48" East 28.09 feet; thence South 34° 55' 25" West 68.59 feet; to the POINT OF BEGINNING. Containing 3,873 square feet more or less.

See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The purpose of this description is to describe those portions of said real property as easements for construction purposes.

The basis of bearings for this description is grid north. All distances are grid distances. To convert to ground distances divide by 0.999640.

  
Loren A. Massaro P.L.S. 8117

Date: 07.14.2011



# EXHIBIT 'B'

Situate in the West One-Half of the Northwest One-Quarter of Section 2  
Township 13 North, Range 14 East, M.D.M.

El Dorado County  
State of California

LINE TABLE

L1	N 70°38'14" E	25.00'
L2	N 02°44'05" E	36.44'
L3	N 21°51'17" E	49.99'
L4	S 56°55'31" E	31.03'
L5	S 19°21'46" E	36.07'
L6	N 70°38'14" E	25.00'
L7	N 17°56'14" E	28.96'
L8	N 09°19'16" W	22.68'
L9	N 56°55'31" W	36.60'
L10	S 14°06'38" W	16.92'
L11	S 46°57'41" W	16.55'
L12	N 57°45'58" W	22.62'
L13	N 38°51'58" W	25.38'
L14	N 23°23'32" W	31.97'
L15	S 26°43'10" W	50.31'

Grid North  
Scale 1"=50'



SIERRA PACIFIC INDUSTRIES  
O.R. 3670-721  
PORTION R.S. 10-44

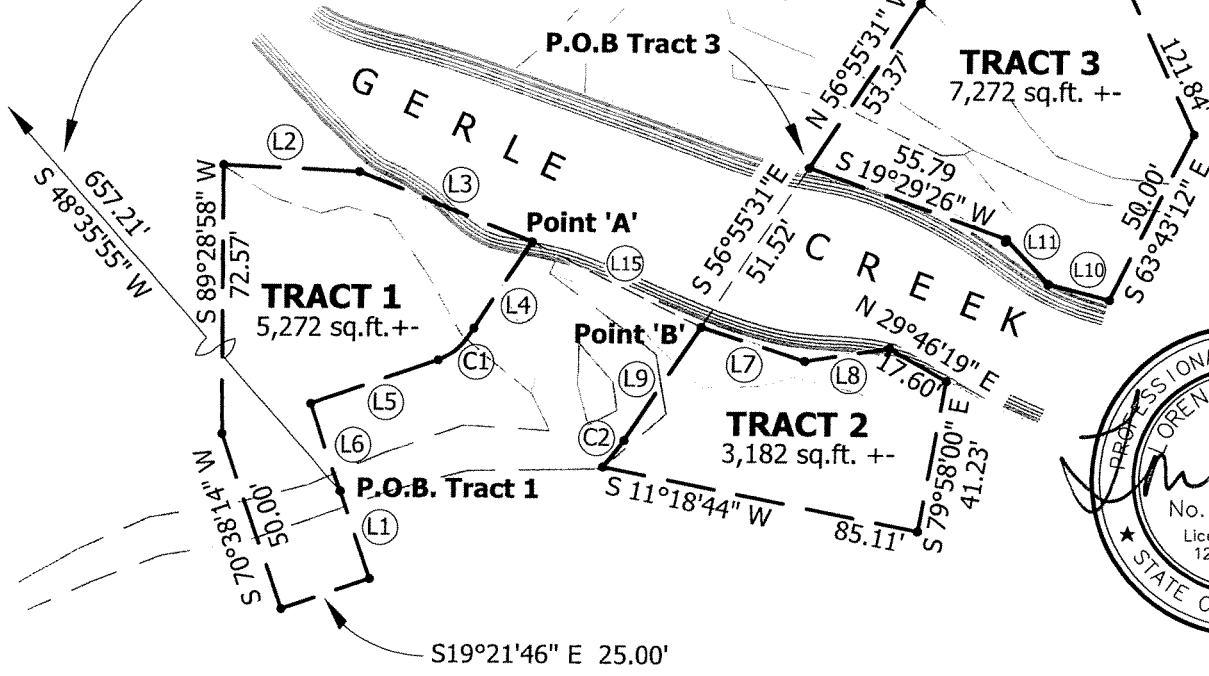
**TRACT 4**  
3,873 sq.ft. +-

Wentworth Springs Road

CURVE TABLE

C1	R=15.00'	Δ=37°33'45"	L=9.83'	CH=S 38°08'38" E	9.66'
C2	R=65.00'	Δ=07°59'11"	L=9.06'	CH=N 52°55'56" W	9.05'
C3	R=85.00'	Δ=20°05'46"	L=29.81'	CH=N 66°58'24" W	29.66'

Tie to record position, West 1/4 Corner Section 2  
per R.S. 10-44 Official Records, El Dorado County



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 010-040-08

Above section for Recorder's use

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

## GRANT OF ROAD AND BRIDGE EASEMENT

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a Road and Bridge easement for road and bridge construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT 'A1' AND DEPICTED IN EXHIBIT 'B1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR: SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dan Tomascheski, Vice-President Resources

**Notary Acknowledgements Follow**

## Exhibit 'A1'

All that certain real property situate in West One-Half of the Northwest One-Quarter of Section 2, Township 13 North, Range 14 East, M.D.M., El Dorado County, State of California being more particularly described as follows:

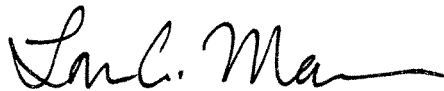
A strip of land 50 feet in width lying 25 feet on each side of and parallel with the following described line:

Beginning at a point in the centerline of Wentworth Springs Road from which the record position of the West One-Quarter corner of said Section 2 as said corner is shown on that particular Record of Survey filed in Book 10 of Surveys at Page 44 official records said county and state bears South  $48^{\circ} 35' 55''$  West 657.21 feet, thence from said POINT OF BEGINNING North  $19^{\circ} 21' 46''$  West 36.07 feet to the beginning of a curve to the left having a radius of 40.00 feet; thence along said curve through a central angle of  $37^{\circ} 33' 45''$  an arc length of 26.22 feet, said curve being subtended by a chord which bears North  $38^{\circ} 08' 38''$  West 25.76 feet; thence North  $56^{\circ} 55' 31''$  West 141.50 feet to the beginning of a curve to the left having a radius of 60.00 feet; thence along said curve through a central angle of  $20^{\circ} 05' 46''$  an arc length of 21.04 feet, said curve being subtended by a chord which bears North  $66^{\circ} 58' 24''$  West 20.94 feet; thence North  $77^{\circ} 01' 17''$  West 50.17 feet, the terminus of the herein described line. Said strip contains 0.32 Acres more or less.

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

End of Description

The basis of bearings for this description is grid north. All distances are grid distances. To convert to ground distances divide by 0.999640.



Loren A. Massaro P.L.S. 8117

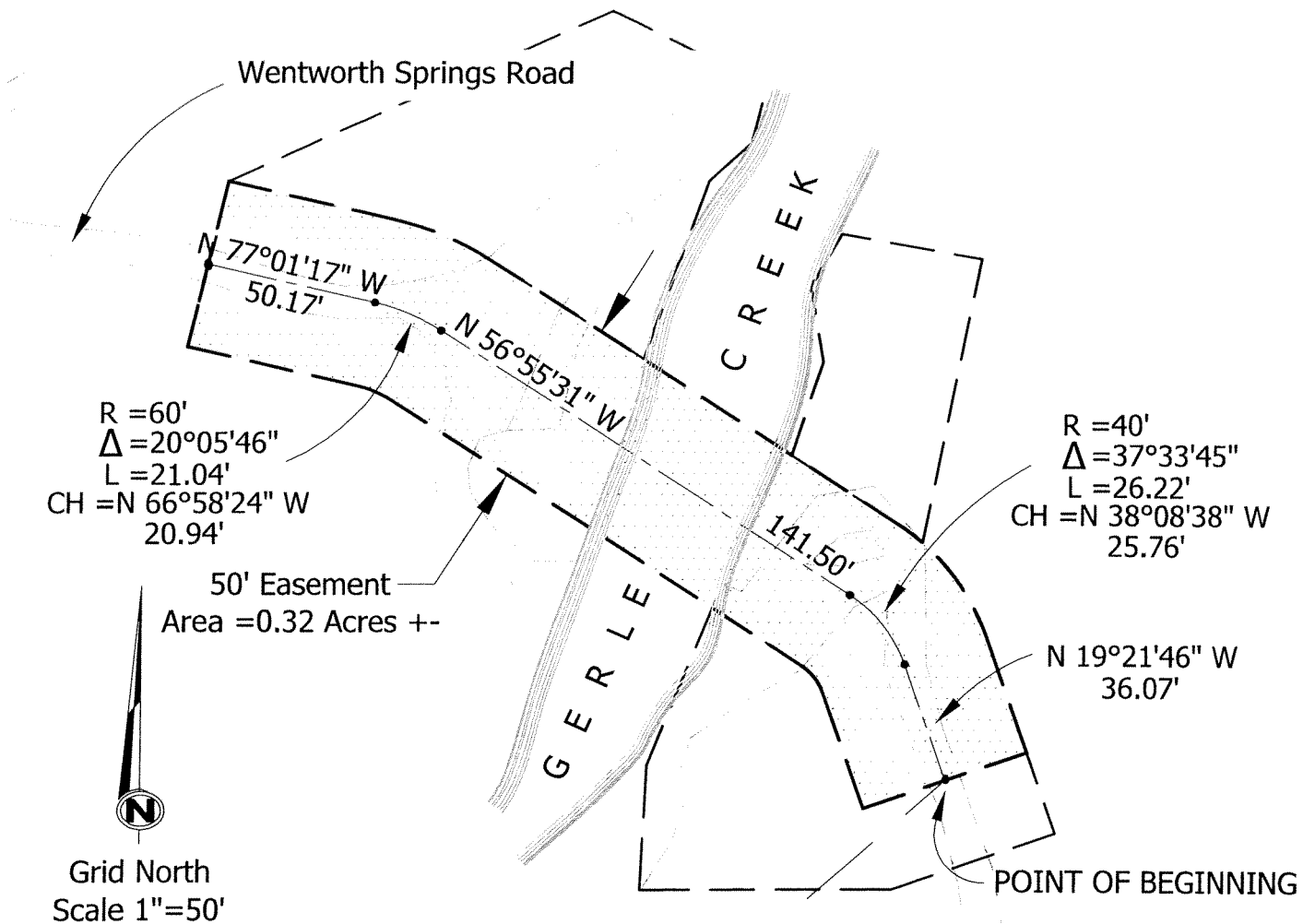
Date: 07.14.2011



# EXHIBIT 'B1'

Situate in the West One-Half of the Northwest One-Quarter of Section 2  
Township 13 North, Range 14 East, M.D.M.  
El Dorado County State of California

SIERRA PACIFIC INDUSTRIES  
O.R. 3670-721  
PORTION R.S. 10-44



S 48°35'55" W 657.21'  
Tie to record position,  
West 1/4 Corner Section 2  
per R.S. 10-44 Official  
Records, El Dorado County





RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement Deed dated \_\_\_\_\_, 2011, from **SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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: 010-040-08

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Raymond J. Nutting, Chair  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 010-040-08

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Wentworth Springs Rd. at Gerle Creek  
Bridge Project #77118

## TEMPORARY CONSTRUCTION EASEMENT

**SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**, 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 A and B attached hereto and made a part hereof.

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

1. In consideration of \$192.00 (One-Hundred Ninety-Two 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 A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Wentworth Springs Road at Gerle Creek Bridge 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, modifications, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including but not limited to 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 3 (Three) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 3 (Three) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$64.00 (Sixty-Four Dollars, exactly) will be paid to 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.

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

**GRANTOR: SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**

Executed on this date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dan Tomascheski, Vice-President Resources

**Notary Acknowledgements Follow**

## Exhibit 'A'

All that certain real property situate in West One-Half of the Northwest One-Quarter of Section 2, Township 13 North, Range 14 East, M.D.M., El Dorado County, State of California being more particularly described as follows:

### **Tract 1**

Beginning at a point in the centerline of Wentworth Springs Road from which the record position of the West One-Quarter corner of said Section 2 as said corner is shown on that particular Record of Survey filed in Book 10 of Surveys at Page 44 official records said county and state bears South 48° 35' 55" West 657.21 feet, thence from said POINT OF BEGINNING North 70° 38' 14" East 25.00 feet; thence South 19° 21' 46" East 25.00 feet; thence South 70° 38' 14" West 50.00 feet; thence South 89° 28' 58" West 72.57 feet; thence North 02° 44' 05" East 36.44 feet; thence North 21° 51' 17" East 49.99 feet to a point hereinafter referred to as **Point 'A'**; thence South 56° 55' 31" East 31.03 feet to the beginning of a curve to the right having a radius of 15.00 feet; thence along said curve through a central angle of 37° 33' 45" an arc length of 9.83 feet, said curve being subtended by a chord which bears South 38° 08' 38" East 9.66 feet; thence South 19° 21' 46" East 36.07 feet; thence North 70° 38' 14" East 25.00 feet to the POINT OF BEGINNING. Containing 5,272 square feet more or less.

**Together with:**

### **Tract 2**

Beginning at a point hereinafter referred to as **Point 'B'** from which the aforementioned **Point 'A'** bears South 26° 43' 10" West 50.31 feet; thence from said POINT OF BEGINNING North 17° 56' 14" East 28.96 feet; thence North 09° 19' 16" West 22.68 feet; thence North 29° 46' 19" East 17.60 feet; thence South 79° 58' 00" East 41.23 feet; thence South 11° 18' 44" West 85.11 feet to the beginning of a non-tangent curve to the left having a radius of 65.00 feet; thence along said curve through a central angle of 07° 59' 11" an arc length of 9.06 feet, said curve being subtended by a chord which bears North 52° 55' 56" West for a distance of 9.05 feet; thence North 56° 55' 31" West 36.60 feet to the POINT OF BEGINNING. Containing 3,182 square feet more or less.

**Together with:**

**Tract 3**

Beginning at point from which the aforementioned **Point 'B'** bears South 56° 55' 31" East 51.52 feet; thence from said POINT OF BEGINNING North 56° 55' 31" West 53.37 feet to the beginning of a curve to the left having a radius of 85.00 feet; thence along said curve through a central angle of 20° 05' 46" an arc length of 29.81 feet, said curve being subtended by a chord which bears North 66° 58' 24" West 29.66 feet; thence North 77° 01' 17" West 50.17 feet to a point hereinafter referred to as **Point 'C'**; thence North 65° 32' 39" East 121.84 feet; thence South 63° 43' 12" East 50.00; thence South 14° 06' 38" West 16.92 feet thence South 46° 57' 41" West 16.55 feet; thence South 19° 29' 26" West 55.79 feet to the POINT OF BEGINNING. Containing 7,272 square feet more or less.

**Together with:**

**Tract 4**

Beginning at a point from which the aforementioned **Point 'C'** bears South 83° 37' 15" East 148.76 feet; thence North 57° 45' 58" West 22.62 feet; thence North 38° 51' 58" West 25.38 feet; thence North 23° 23' 32" West 31.97 feet; thence North 76° 06' 01" East 71.95 feet; thence South 37° 41' 48" East 28.09 feet; thence South 34° 55' 25" West 68.59 feet; to the POINT OF BEGINNING. Containing 3,873 square feet more or less.

See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The purpose of this description is to describe those portions of said real property as easements for construction purposes.

The basis of bearings for this description is grid north. All distances are grid distances. To convert to ground distances divide by 0.999640.

  
Loren A. Massaro P.L.S. 8117

Date: 07.14.2011



# EXHIBIT 'B'

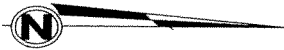
Situate in the West One-Half of the Northwest One-Quarter of Section 2  
Township 13 North, Range 14 East, M.D.M.

El Dorado County  
State of California

### LINE TABLE

L1	N 70°38'14" E	25.00'
L2	N 02°44'05" E	36.44'
L3	N 21°51'17" E	49.99'
L4	S 56°55'31" E	31.03'
L5	S 19°21'46" E	36.07'
L6	N 70°38'14" E	25.00'
L7	N 17°56'14" E	28.96'
L8	N 09°19'16" W	22.68'
L9	N 56°55'31" W	36.60'
L10	S 14°06'38" W	16.92'
L11	S 46°57'41" W	16.55'
L12	N 57°45'58" W	22.62'
L13	N 38°51'58" W	25.38'
L14	N 23°23'32" W	31.97'
L15	S 26°43'10" W	50.31'

Grid North  
Scale 1"=50'



SIERRA PACIFIC INDUSTRIES  
O.R. 3670-721  
PORTION R.S. 10-44

P.O.B Tract 4

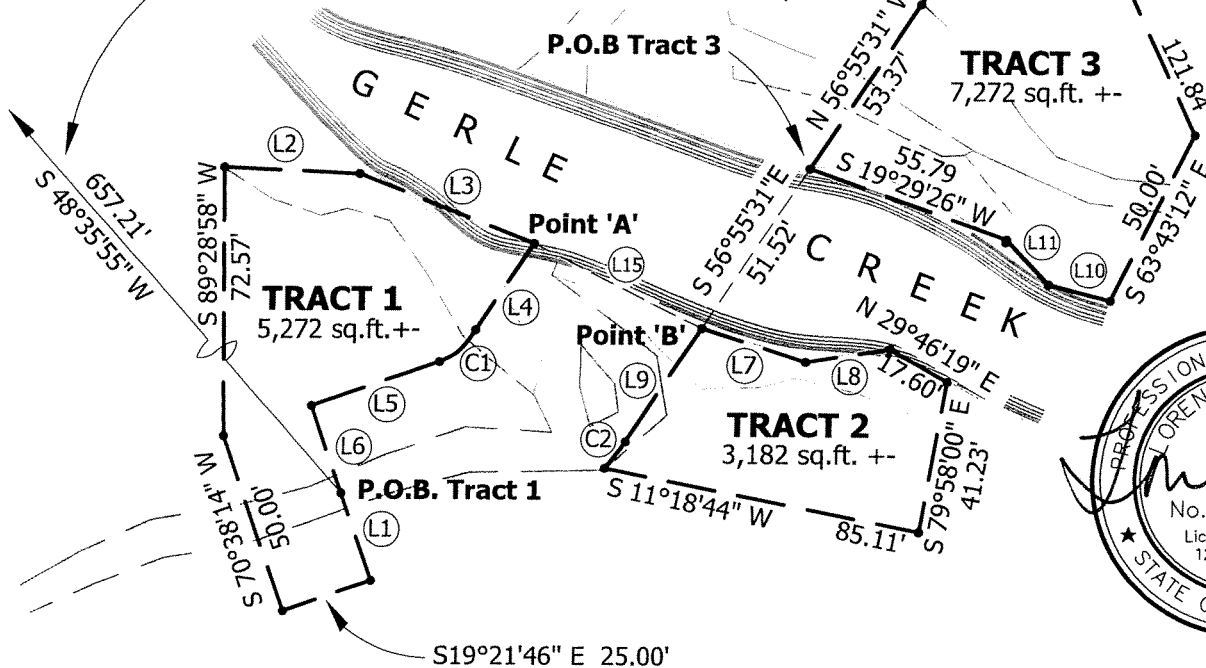
**TRACT 4**  
3,873 sq.ft. +-

Wentworth Springs Road

### CURVE TABLE

C1	R=15.00' Δ=37°33'45" L=9.83' CH=S 38°08'38" E 9.66'
C2	R=65.00' Δ=07°59'11" L=9.06' CH=N 52°55'56" W 9.05'
C3	R=85.00' Δ=20°05'46" L=29.81' CH=N 66°58'24" W 29.66'

Tie to record position, West 1/4 Corner Section 2  
per R.S. 10-44 Official Records, El Dorado County



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Road and Bridge Easement Deed dated \_\_\_\_\_, 2011, from **SIERRA PACIFIC INDUSTRIES, A CALIFORNIA CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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: 010-040-08

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Raymond J. Nutting, Chair  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_