

Seller: Mohanna
APN:119-080-23 &
119-080-12
Project #:71360
Escrow #: P-263892

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 **M.H. Mohanna, a married man as his sole and separate property** referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit 'A' (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deeds as described and depicted in Exhibits B and C and the exhibits thereto; a Public Service Easement as depicted in Exhibit D and exhibits thereto and Temporary Construction Easements as depicted in Exhibits E and F and exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties," on the terms and conditions herein set forth.

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

Seller 

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AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, E and F and the exhibits thereto. The terms of the Temporary Construction Easements shall be the terms set forth in Exhibits E and F, which are attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easements are for a period of 18 months from the date of full execution of this Agreement. Construction is anticipated to take 18 months.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$89,575.15 for the Fee Title, \$10,515.98 for the Public Service Easement and \$4,705.48 for the Temporary Construction Easements, for a total amount of \$104,795.61 rounded to \$104,800.00 (One Hundred Four Thousand, Eight Hundred dollars exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. P-263892, 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,

Seller 

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however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deeds and Easement Deeds from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than November 30, 2019 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deeds and Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deeds and Easement Deeds 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

Seller 

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road purposes, as contained in Placer Title Company Preliminary Report Order No. P-263892 if any; and

- C. Exceptions 1 through 4, paid current, and subject to items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 17 as listed in said preliminary title report dated March 26, 2018.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. 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 Deeds and Easement Deeds being conveyed by Seller, and as shown in Exhibits B, C, D, E and F and the exhibits thereto, attached hereto and incorporated by reference herein.

Seller 

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7. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deeds.

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

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9. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

10. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

11. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is

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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.

12. 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 for the Country Club Drive Realignment, CIP #71360, 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.

13. WAIVER OF AND RELEASE OF CLAIMS

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

14. 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.

Seller 

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15. REAL ESTATE BROKER

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

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds and Easement 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 Certificate/s of Acceptance to be attached to and recorded with the Grant Deeds and Easement Deeds.
- C. Escrow Holder shall:
 - (i) Record the Grant Deeds and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B, C, D, E and F and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Seller.

Seller 

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17. 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.

18. 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.

19. 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: M.H. Mohanna
1025 9th St., #205
Sacramento, CA 95814**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

Seller 

Seller: Mohanna
APN:119-080-23 &
119-080-12
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**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Unit, Tanna Reynoso
2850 Fairlane Court
Placerville, CA 95667**

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

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expenses incurred in said action or proceeding.

25. LEASE WARRANTY PROVISION

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

26. ABANDONMENT OF EASEMENT

The County Department of Transportation will bring an item before the Board of Supervisors for abandonment of the existing Road and Public Utility Easement along the existing City Lights Drive at such time as the Country Club Drive Realignment Project (CIP #71360) has been constructed and accepted by the Board of Supervisors such that it is available to replace the existing public use of the City Lights Drive Easement. However, nothing herein shall be construed to constrain the exercise of the Board of Supervisor's discretion.

27. EXISTING ENCROACHMENTS

- Seller will retain the existing legal encroachment of APN 119-080-21 onto Bass lake Road based upon its current zoning and land use designation. At such time as Seller proposes a project on the property, an evaluation of the project will be conducted to determine if the existing encroachment would be consistent with the proposed use.
- The current access for APN 119-080-12 will be relocated to the new Country Club alignment. Seller shall retain the existing encroachment on APN 119-080-12 for the sole purpose of allowing emergency vehicle ingress and egress based on the property's existing zoning. At such time as Seller proposes a project on the property,

Seller 

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an evaluation of the project will be conducted to determine if the existing encroachment is consistent with the proposed use.

- The property owner has previously dedicated road right-of-way along Bass Lake Road onto APN 119-080-23. This right-of-way included a stub off of the east side of Bass Lake road for the new Country Club Drive intersection which is approximately 80' wide by 90' deep. The design has subsequently changed slightly and a small triangular shaped portion (roughly 40 feet deep tapering from 0 to 25' wide +/- on the southeast corner of the intersection) of previously dedicated right-of-way may no longer be needed for the project. If, at completion of the project, the Director of Transportation determines some portions of this previously dedicated right-of-way is no longer needed, The County Department of Transportation will bring an item before the Board of Supervisors for abandonment of the that excess portion of road right-of-way at such time as the Country Club Drive Realignment Project (CIP #71360) has been constructed and accepted by the Board of Supervisors. However, nothing herein shall be construed to constrain the exercise of the Board of Supervisor's discretion.
- The property owner has previously dedicated Road right-of-way along Bass Lake Road. This right-of-way included a stub off of the east side of Bass Lake Road approximately 400 feet north of the existing Country Club Drive for a previously considered access. The design has subsequently changed and this stub (roughly 100 feet deep by 30 feet wide +/-) of previously dedicated right-of-way may no longer be

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needed for the project. If, at completion of the project, the Director of Transportation determines some portions of this previously dedicated right-of-way is no longer needed, The County Department of Transportation will bring an item before the Board of Supervisors for abandonment of that excess portion of Road right-of-way at such time as the Country Club Drive Realignment Project (CIP #71360) has been constructed and accepted by the Board of Supervisors. However, nothing herein shall be construed to constrain the exercise of the Board of Supervisor's discretion.

28. 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.

29. 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.


30. AUTHORIZED SIGNATURES

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

Seller: Mohanna
APN:119-080-23 &
119-080-12
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SELLER: M.H. Mohanna a married man, as his sole and separate property

Date: 6/4/2019

By: 
M.H. Mohanna

COUNTY OF EL DORADO:

Date: _____

By: _____
Sue Novasel, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____
Jim Mitrison, Deputy Clerk

Seller 

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

PARCEL ONE:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 19, 2003 IN BOOK 48 OF PARCEL MAPS AT PAGE 80.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 1 OF PARCEL MAP IN BOOK 48 PAGE 80, AS DESCRIBED AND DEEDED TO THE COUNTY OF EL DORADO, IN OFFER OF DEDICATION RECORDED ON DECEMBER 19, 2008 IN SERIES NO. 2008-60082 OFFICIAL RECORDS.

APN #119-080-23-100

PARCEL TWO:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 9 NORTH, RANGE 9 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 SEPTEMBER 19, 2003 IN BOOK 48 OF PARCEL MAPS AT PAGE 80.

APN #119-080-12-100

Exhibit B

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

County of El Dorado
Community Development Services
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

**APN: 119-080-12
Seller: Mohanna
Project: #71360**

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, **M.H. Mohanna a married man, as his sole and separate property**, 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 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

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

GRANTOR: M.H. Mohanna a married man, as his sole and separate property

M.H. Mohanna

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

APN 119-080-12
Fee Road Right of Way

All that real property situated in the County of El Dorado, State of California, being a portion of Parcel 3, as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 48 of Parcel Maps at page 80, lying within the Southeast One-Quarter of Section 6, T. 9 N., R. 9 E., M.D.M. and being more particularly described as follows:

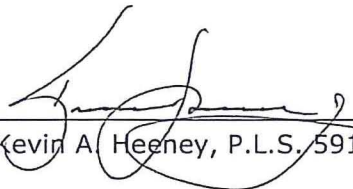
Commencing at a ¾" capped iron pipe, stamped "L.S. 3279", marking the Northwest corner of Parcel 'A', as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 15 of Parcel Maps at Page 53; thence along the West Line of said Parcel 'A', South 01°03'22" West, 224.10 feet; thence South 86°49'08" West, 313.01 feet; thence South 01°17'57" West, 654.84 feet to a point on the North line of said Parcel 3, and the true **Point of Beginning**; thence along the North line of said Parcel 3, along the arc of a curve to the right, having a radius of 300.00 feet, the chord of which bears South 72°42'48" East, 165.26 feet; thence South 56°43'33" East, 603.28 feet to the Northeast corner of said Parcel 3; thence along the East line of said Parcel 3, South 00°53'06" West, 83.29 feet; thence leaving said East line, along the arc of a non-tangent curve, concave to Northeast, having a radius of 802.00 feet, the chord of which bears North 59°06'53" West, 139.82 feet; thence North 54°06'50" West, 499.10 feet; thence along the arc of a curve to left, having a radius of 1360.00 feet, the chord of which bears North 58°05'03" West, 188.34 feet to a point on the North line of said Parcel 3; thence along said North line, South 88°42'03" East, 23.35 feet, to the **Point of Beginning**, containing an area of 1.101 acres, more or less.

See Exhibit 'B' attached hereto and made part of this description.

End of Description

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83.

This description has been prepared by me or under my direct supervision.

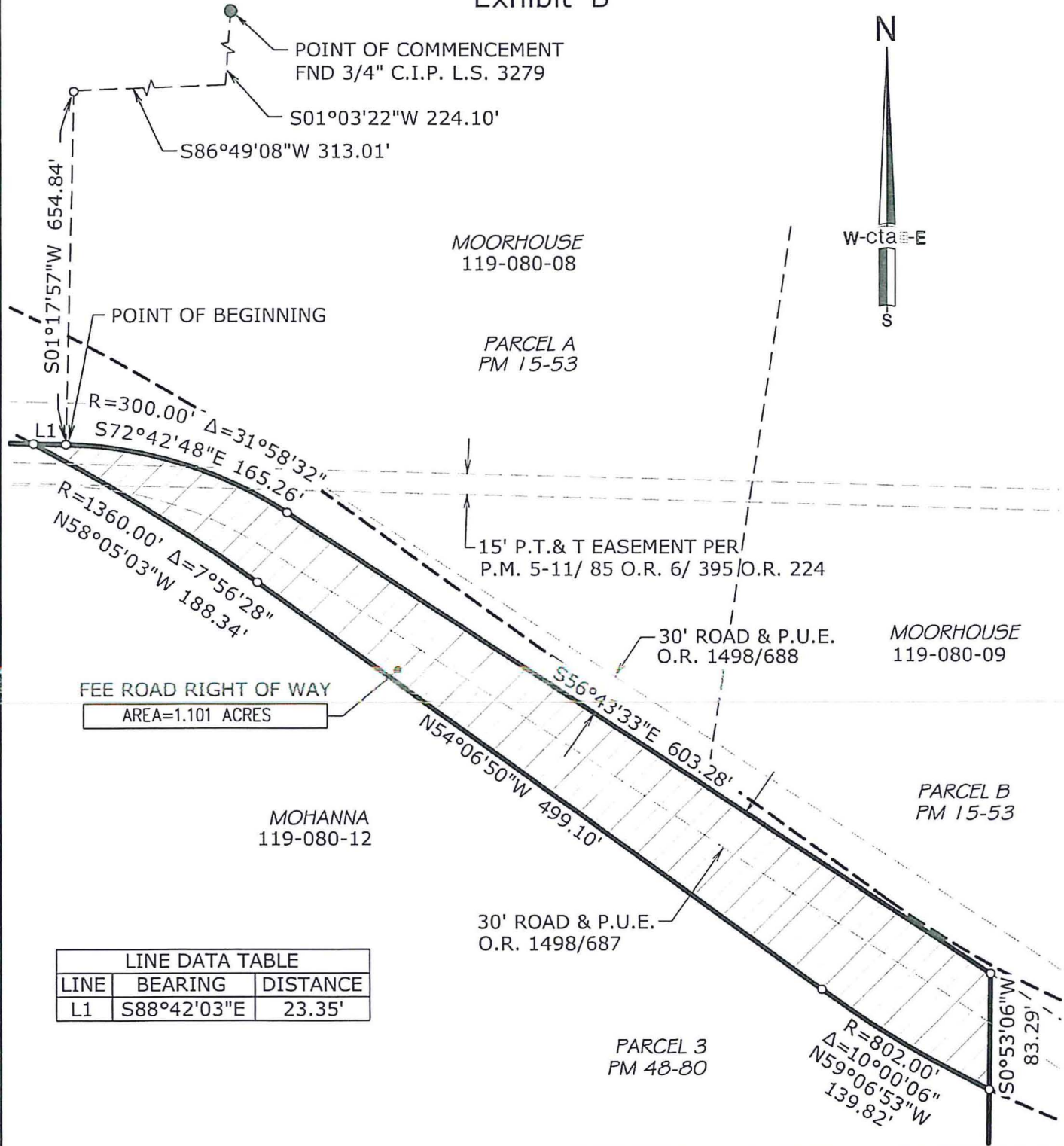

Kevin A. Heeney, P.L.S. 5914



05/31/2019
Date

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742
916-638-0919

Exhibit 'B'



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°42'03"E	23.35'



DATE: 05/31/2019

OWNER: M.H. MOHANNA
 A.P.N. 119-080-12

cta Engineering & Surveying
 Civil Engineering • Land Surveying • Land Planning
 3233 Monier Circle, Rancho Cordova, CA 95742
 T (916) 638-0919 • F (916) 638-2479 • www.ctaoss.net

DATE: 10/10/2018
 SCALE: 1"=100'
 DRAWN BY: KAH
 JOB NO. 16-017-018
 SHEET 1 OF 1

ROAD RIGHT OF WAY
 A PORTION OF THE S.E. QUARTER OF SECTION 6, T.9N., R.9E., M.D.M.
 COUNTY OF EL DORADO STATE OF CALIFORNIA

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

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

APN: 119-080-12
Seller: Mohanna
Project #: 71360

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201____, from **M.H. Mohanna a married man, as his sole and separate property**, 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: 119-080-12

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, 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
Community Development Services
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

**APN: 119-080-23
Seller: Mohanna
Project: #71360**

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, **M.H. Mohanna a married man, as his sole and separate property**, 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 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

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

GRANTOR: M.H. Mohanna a married man, as his sole and separate property

M.H. Mohanna

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

APN 119-080-23
Fee Road Right of Way

All that real property situated in the County of El Dorado, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 48 of Parcel Maps at page 80, lying within the Southeast One-Quarter of Section 6, T. 9 N., R. 9 E., M.D.M. and being more particularly described as follows:

Fee

Commencing at a $\frac{3}{4}$ " capped iron pipe, stamped "L.S. 3279", marking the Northwest corner of Parcel 'A'; as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 15 of Parcel Maps at Page 53; thence along the West Line of said Parcel 'A', South 01°03'22" West, 224.10 feet; thence South 86°49'08" West, 313.01 feet to the Northeast corner of said Parcel 1; thence along the East line of said Parcel 1, South 01°17'57" West, 577.12 feet to the true **Point of Beginning**; thence continuing along the East line of said Parcel 1, South 01°17'57" West, 77.72 feet to the Southeast corner of said Parcel 1; thence along the South line of said Parcel 1, North 88°42'03" West, 23.35 feet; thence leaving said South line along the arc of a non-tangent curve, concave to the Southwest, having a radius of 1360.00 feet, the chord of which bears North 65°55'52" West, 183.88 feet; thence North 69°48'26" West, 353.69 feet; thence along the arc of a curve to the left, having a radius of 722.00 feet, the chord of which bears South 86°17'45" West, 584.90 feet; thence South 62°24'14" West, 144.69 feet to a point on the East line of Bass Lake Road as described in Document 2008-60082, Official Records of El Dorado County; thence along said East line North 17°35'46" West, 55.16 feet; thence South 72°24'14" West, 73.00 feet; thence along the arc of a curve to the right, having a radius of 20.00 feet, the chord of which bears North 61°18'12" West, 28.92 feet to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 1350.00 feet, the chord of which bears North 14°43'00" West, 13.85 feet; thence leaving said East line along the arc of a non-tangent curve, concave to the Northeast, having a radius of 20.00 feet, the chord of which bears South 66°00'34" East, 31.34 feet; thence North 62°24'14" East 200.49 feet; thence along the arc of a curve to the right, having a radius of 802.00 feet, the chord of which bears North 86°17'54" East, 649.70 feet; thence South 69°48'26" East, 353.69 feet; thence along the arc of a curve to the right, having a radius of 1440.00 feet, the chord of which bears South 66°12'33" East, 180.74 feet to the **Point of Beginning**, containing an area of 2.465 acres, more or less.

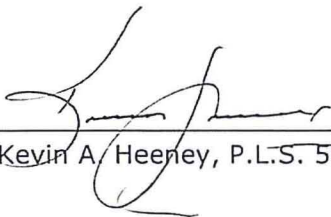
See Exhibit 'B' attached hereto and made part of this description.

End of Description

Exhibit 'A'

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83.

This description has been prepared by me or under my direct supervision.



Kevin A. Heeney, P.L.S. 5914



05/31/2019

Date

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742
916-638-0919

Exhibit 'B'

POINT OF COMMENCEMENT
 FND 3/4" C.I.P. L.S. 3279
 S01°03'22"W 224.10'
 S86°49'08"W 313.01'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01° 17' 57"W	77.72'
L2	N88° 42' 03"W	23.35'
L3	N17° 35' 46"W	55.16'
L4	S72° 24' 14"W	73.00'

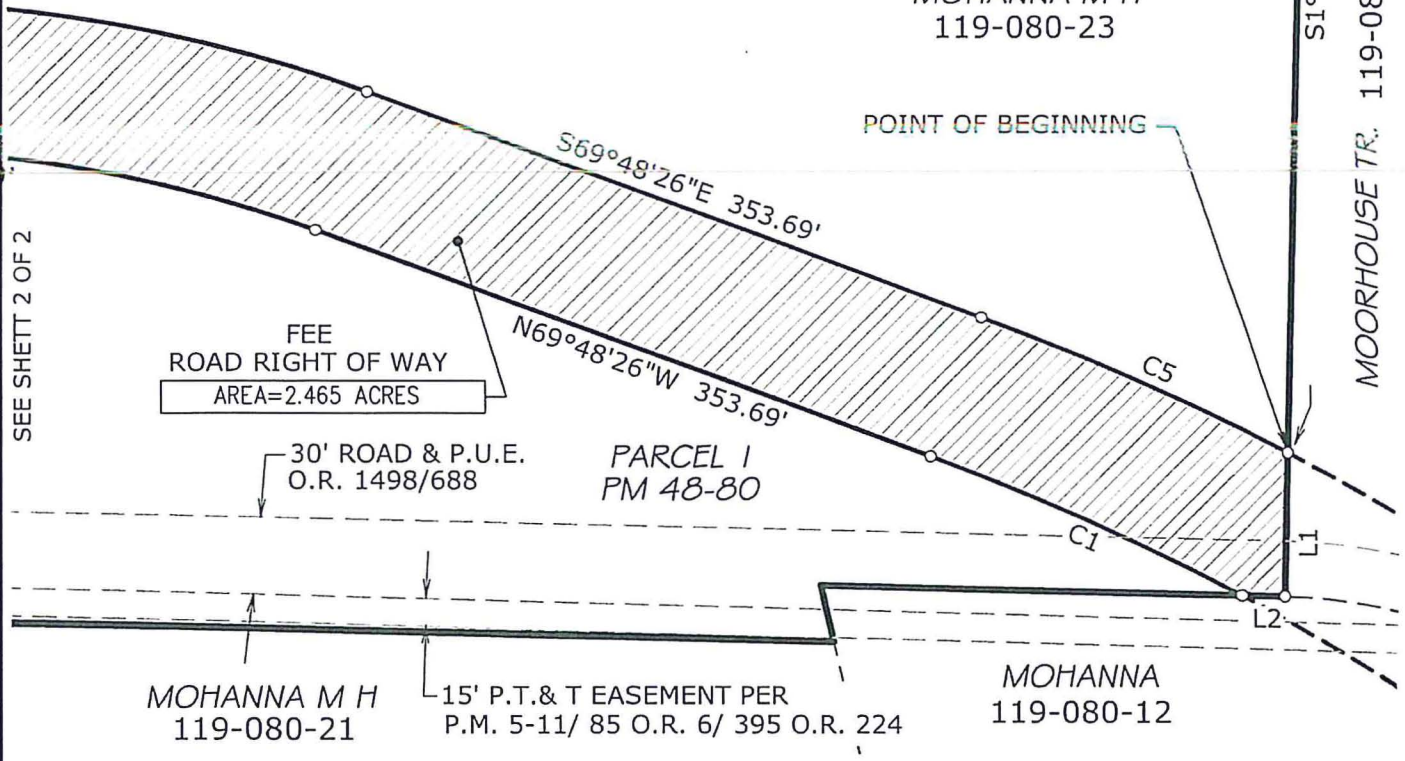


GHABI
 119-080-19

PM 15-53
 PARCEL A
 MOORHOUSE TR. 119-080-08

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	CH. BEARING	CH. DISTANCE
C1	1360.00'	$\Delta=7^{\circ}45'09''$	N65°55'52"W	183.88'
C2	20.00'	$\Delta=92^{\circ}35'08''$	N61°18'12"W	28.92'
C3	1350.00'	$\Delta=0^{\circ}35'16''$	N14°43'00"W	13.85'
C4	20.00'	$\Delta=103^{\circ}10'24''$	S66°00'34"E	31.34'
C5	1440.00'	$\Delta=7^{\circ}11'46''$	S66°12'33"E	180.74'

MOHANNA M H
 119-080-23



SEE SHEET 2 OF 2

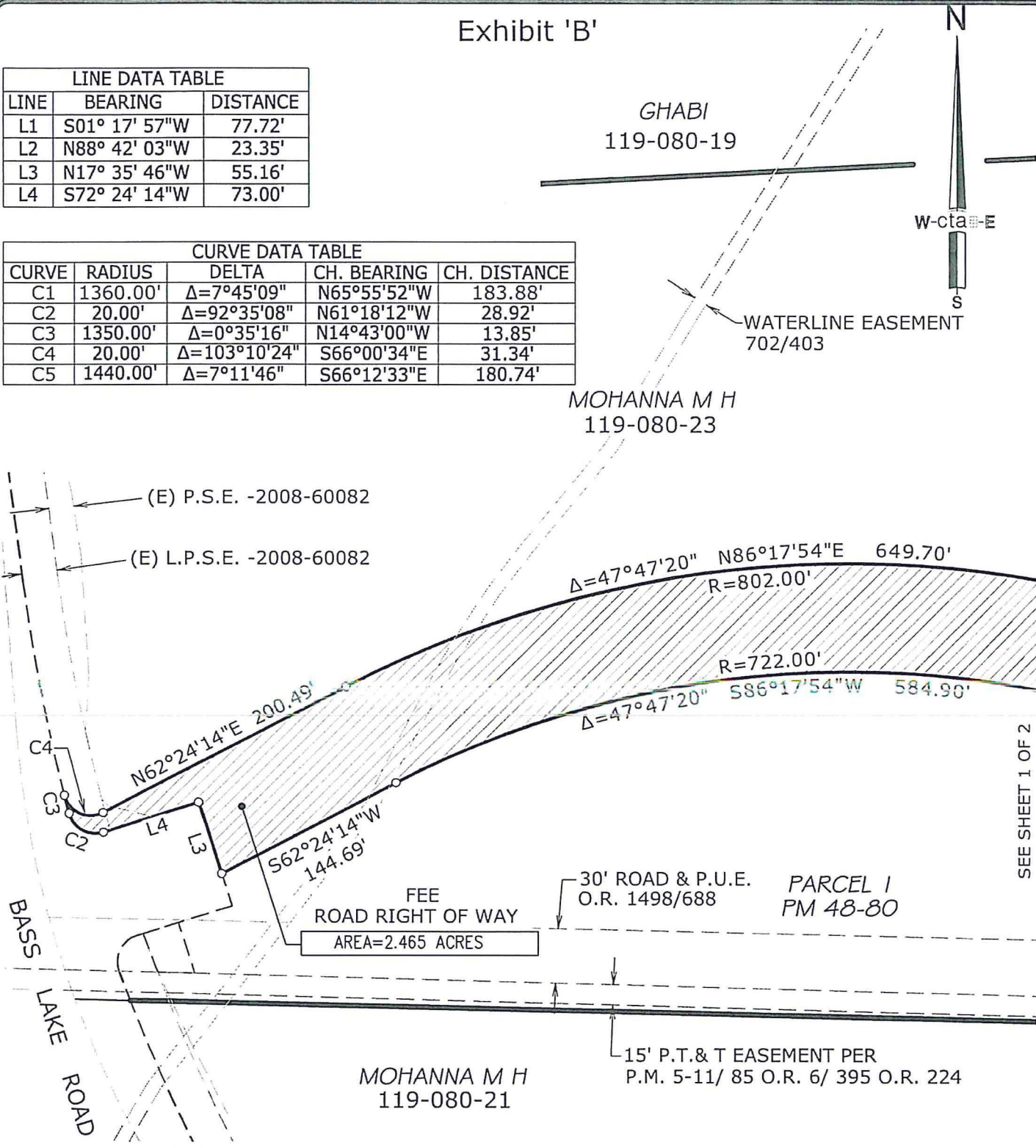
	OWNER:	M.H. MOHANNA	DATE:	10/08/2018	DRAWN BY:	KAH	SHEET 1 OF 2
	A.P.N.	119-080-23	SCALE:	1"=100'	JOB NO.	16-017-018	
			FEE ROAD RIGHT OF WAY				
Civil Engineering • Land Surveying • Land Planning 3233 Monier Circle, Rancho Cordova, CA 95742 T (916) 638-0919 • F (916) 638-2478 • www.ctaos.net		A PORTION OF THE S.E. QUARTER OF SECTION 6, T.9N., R.9E., M.D.M. COUNTY OF EL DORADO, STATE OF CALIFORNIA					

DATE: 09/31/2019

Exhibit 'B'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01° 17' 57"W	77.72'
L2	N88° 42' 03"W	23.35'
L3	N17° 35' 46"W	55.16'
L4	S72° 24' 14"W	73.00'

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	CH. BEARING	CH. DISTANCE
C1	1360.00'	$\Delta=7^{\circ}45'09''$	N65°55'52"W	183.88'
C2	20.00'	$\Delta=92^{\circ}35'08''$	N61°18'12"W	28.92'
C3	1350.00'	$\Delta=0^{\circ}35'16''$	N14°43'00"W	13.85'
C4	20.00'	$\Delta=103^{\circ}10'24''$	S66°00'34"E	31.34'
C5	1440.00'	$\Delta=7^{\circ}11'46''$	S66°12'33"E	180.74'



DATE: 05/31/2019

OWNER: M.H. MOHANNA

A.P.N. 119-080-23

cta Engineering & Surveying
 Civil Engineering • Land Surveying • Land Planning
 3233 Monier Circle, Rancho Cordova, CA 95742
 T (916) 638-0919 • F (916) 638-2479 • www.ctaeng.com

DATE: 10/08/2018	DRAWN BY: KAH	SHEET 2 OF 2
SCALE: 1"=100'	JOB NO. 16-017-018	

FEE ROAD RIGHT OF WAY

A PORTION OF THE S.E. QUARTER OF SECTION 6, T.9N., R.9E., M.D.M. COUNTY OF EL DORADO STATE OF CALIFORNIA

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

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

APN: 119-080-23
Seller: Mohanna
Project #: 71360

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201____, from **M.H. Mohanna a married man, as his sole and separate property**, 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: 119-080-23

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____

Sue Novasel, 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
Community Development Services
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 119-080-23
Seller: Mohanna
Project: #71360

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

Above section for Recorder's use

GRANT OF PUBLIC SERVICE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **M.H. Mohanna a married man, as his sole and separate property**, 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 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

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

GRANTOR: M.H. Mohanna a married man, as his sole and separate property

M.H. Mohanna

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

APN 119-080-23
Public Service Easement

All that real property situated in the County of El Dorado, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 48 of Parcel Maps at page 80, lying within the Southeast One-Quarter of Section 6, T. 9 N., R. 9 E., M.D.M. and being more particularly described as follows:

Public Service Easement-1

COMMENCING at a $\frac{3}{4}$ " capped iron pipe, stamped "L.S. 3279", marking the Northwest corner of Parcel 'A'; as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 15 of Parcel Maps at Page 53; thence along the West Line of said Parcel 'A', South 01°03'22" West, 224.10 feet; thence South 86°49'08" West, 313.01 feet to the Northeast corner of said Parcel 1; thence along the East line of said Parcel 1, South 01°17'57" West, 577.12 feet to a point hereinafter referred to as Point 'A'; thence continuing along the East line of said Parcel 1, South 01°17'57" West, 77.72 feet to the Southeast corner of said Parcel 1; thence along the South line of said Parcel 1, North 88°42'03" West, 23.35 feet; thence leaving said South line along the arc of a non-tangent curve, concave to the Southwest, having a radius of 1360.00 feet, the chord of which bears North 65°55'52" West, 183.88 feet; thence North 69°48'26" West, 353.69 feet; thence along the arc of a curve to the left, having a radius of 722.00 feet, the chord of which bears North 74°49'29" West, 126.29 feet to the true POINT OF BEGINNING; thence continuing along the arc of a curve to the left, having a radius of 722.00 feet, the chord of which bears South 81°16'51" West, 467.19 feet; thence South 62°24'14" West, 78.79 feet; thence North 71°23'20" East, 124.93 feet; thence North 74°49'06" East, 110.29 feet; thence North 77°48'27" East, 135.52 feet; thence North 80°59'42" East, 44.16 feet; thence North 86°40'55" East, 60.98 feet; thence South 89°35'27" East, 69.82 feet to the POINT OF BEGINNING, containing 0.210 acres, more or less.

Public Service Easement-2

COMMENCING at the aforementioned Point 'A'; thence leaving the East line of said Parcel 1, along the arc of a non-tangent curve, concave to the Southwest, having a radius of 1440.00 feet, the chord of which bears North 66°12'33" West, 180.74 feet; thence North 69°48'26" West, 341.48 feet to the true POINT OF BEGINNING; thence continuing North 69°48'26" West, 12.21 feet; thence along the arc of a curve to the left, having a radius of 802.00 feet, the chord of which bears North 74°05'30" West, 119.83 feet to a point hereinafter referred to as Point 'B'; thence South 84°17'44" East, 38.11 feet; thence South 76°08'30" East, 73.30 feet; thence North 08°47'36" West, 52.24 feet; thence North 81°12'24" East, 15.00 feet; thence South 08°47'36" East, 70.46 feet to the POINT OF BEGINNING, containing 1,554 square feet, more or less.

Exhibit 'A'

Public Service Easement-3

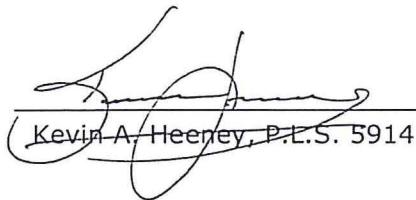
COMMENCING at the aforementioned Point 'B'; thence along the arc of a curve, concave to the Southwest, having a radius of 802.00 feet; the chord of which bears North 85°07'49" West, 188.64 feet to the true POINT OF BEGINNING; thence North 89°08'38" West, 91.66 feet; thence South 84°43'12" West, 67.35 feet; thence South 67°21'58" West, 55.63 feet ; thence South 73°05'47" West, 131.04 feet; thence South 60°23'16" West, 59.26 feet; thence South 64°57'14" West, 155.23 feet to a point on the East line of an existing Public Service Easement as described in Document 2008-60082, Official Records of El Dorado County; thence along said East line, South 14°30'45" East, 14.73 feet; thence South 41°42'52" East, 6.37 feet; thence South 75°49'53" East, 4.89 feet; thence leaving said East line, North 62°24'14" East, 191.57 feet; thence along the arc of a curve to the right, having a radius of 802.00 feet, the chord of which bears North 75°15'35" East, 356.89 feet to the Point of Beginning, containing an area of 0.176 acres, more or less.

See Exhibit 'B' attached hereto and made part of this description.

End of Description

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83.

This description has been prepared by me or under my direct supervision.


Kevin A. Heeney, P.L.S. 5914



05/21/2019
Date

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742
916-638-0919

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01° 17' 57"W	77.72'
L2	N88° 42' 03"W	23.35'
L3	S62° 24' 14"W	78.79'
L4	N80° 59' 42"E	44.16'
L5	N86° 40' 55"E	60.98'
L6	S89° 35' 27"E	69.82'
L7	N69° 48' 26"W	12.21'
L8	S84° 17' 44"E	38.11'
L9	S76° 08' 30"E	73.30'
L10	N08° 47' 36"W	52.24'
L11	N81° 12' 24"E	15.00'
L12	S08° 47' 36"E	70.46'
L13	N89° 08' 38"W	91.66'
L14	S84° 43' 12"W	67.35'
L15	S67° 21' 58"W	55.63'



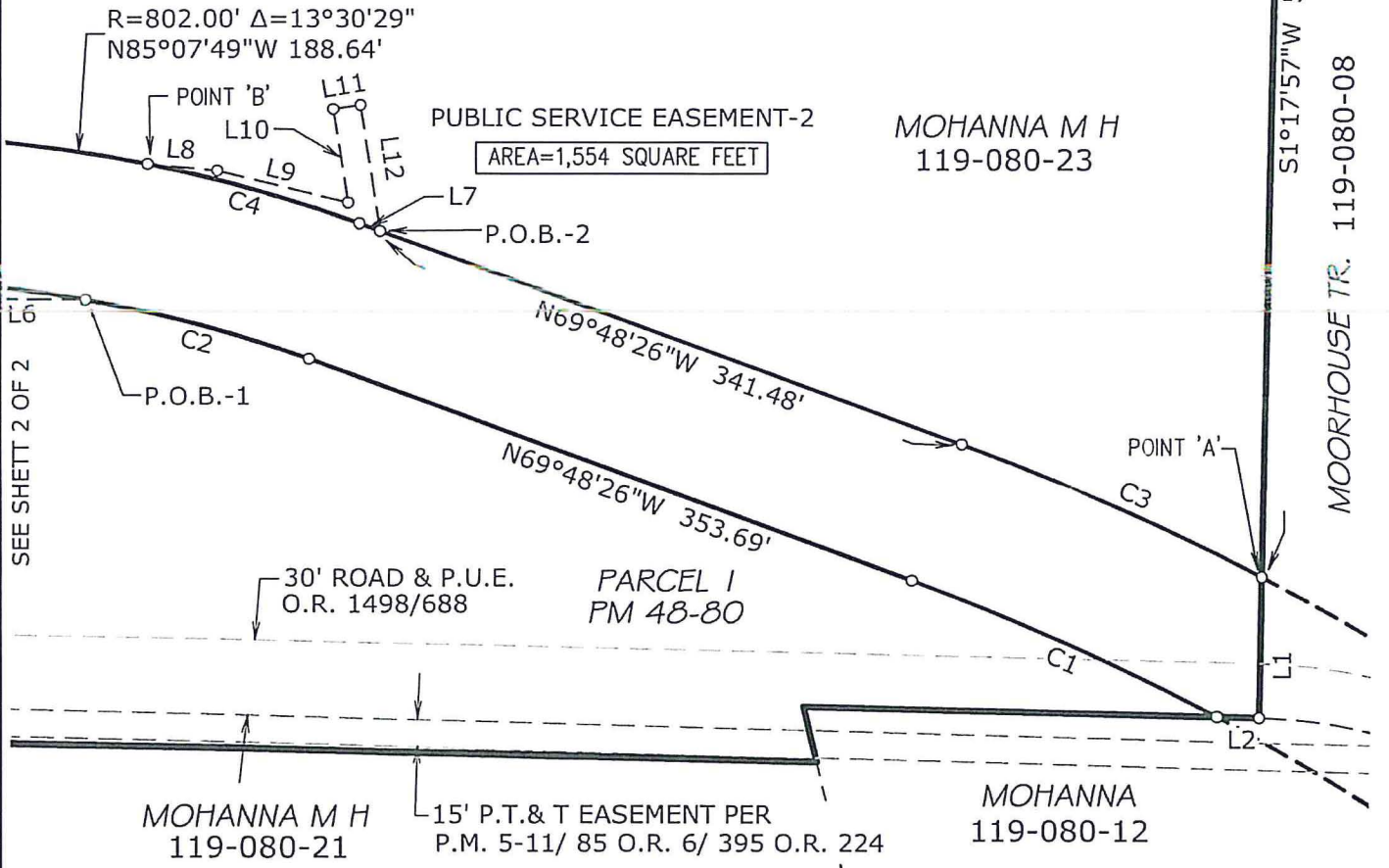
Exhibit 'B'

POINT OF COMMENCEMENT

GHABI
119-080-19

S01°03'22"W 224.10'
S86°49'08"W 313.01'

CURVE DATA TABLE				
CURVE	RADIUS	DELTA	CH. BEARING	CH. DISTANCE
C1	1360.00'	$\Delta=7^{\circ}45'09''$	N65°55'52"W	183.88'
C2	722.00'	$\Delta=10^{\circ}02'06''$	N74°49'29"W	126.29'
C3	1440.00'	$\Delta=7^{\circ}11'46''$	N66°12'33"W	180.74'
C4	802.00'	$\Delta=8^{\circ}34'07''$	N74°05'30"W	119.83'
C5	802.00'	$\Delta=25^{\circ}42'43''$	N75°15'35"E	356.89'



SEE SHEET 2 OF 2

PM 15-53
PARCEL A
MOORHOUSE TR. 119-080-08



OWNER: M.H. MOHANNA

DATE: 10/08/2018
SCALE: 1"=100'

DRAWN BY: JCC
JOB NO. 16-017-018

SHEET 1 OF 2

A.P.N. 119-080-23

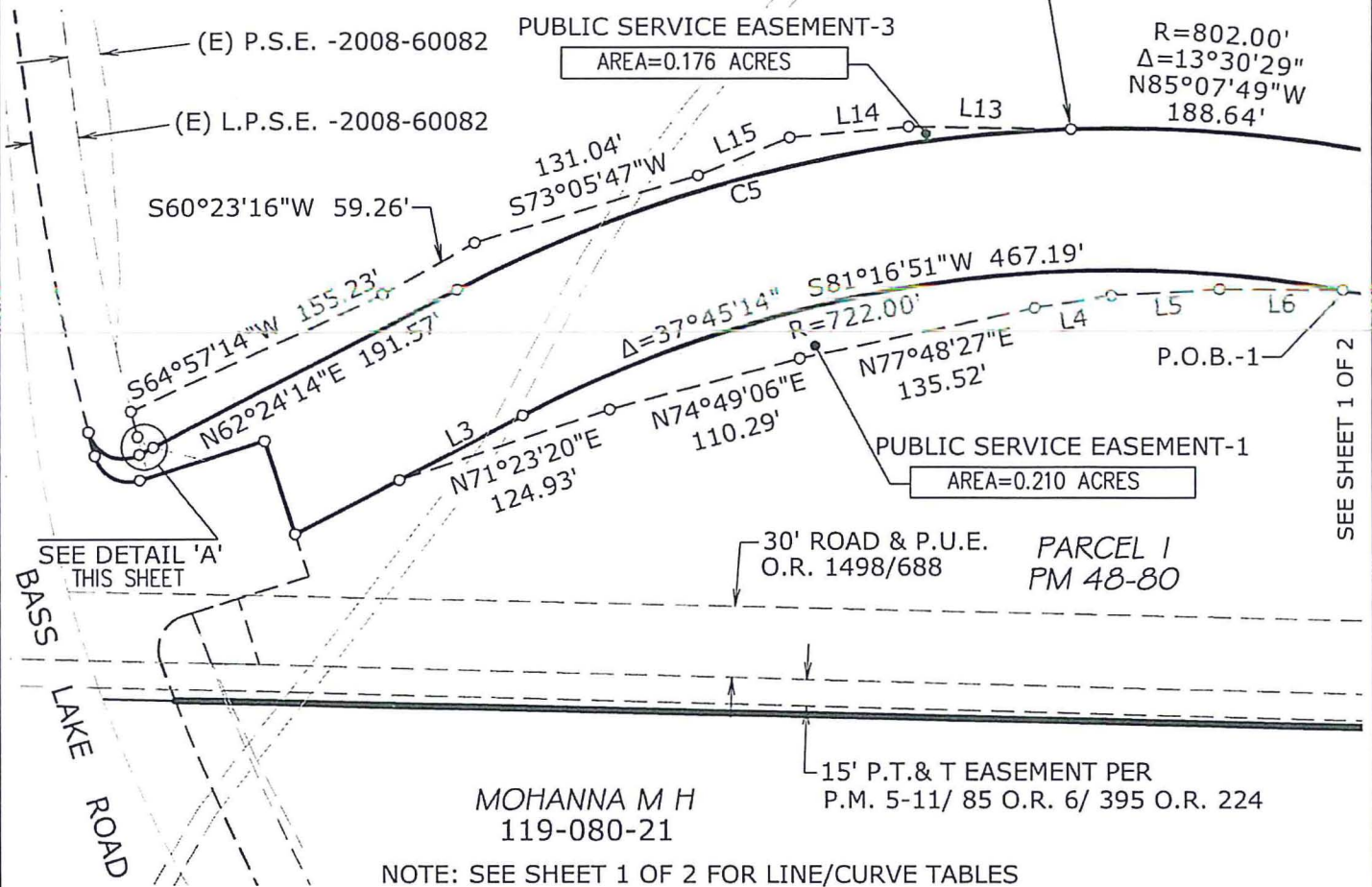
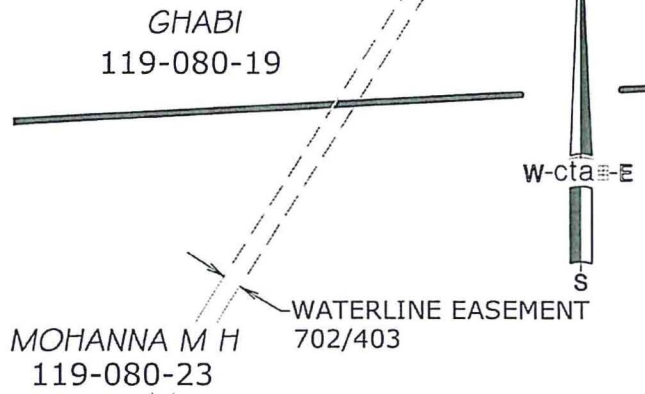
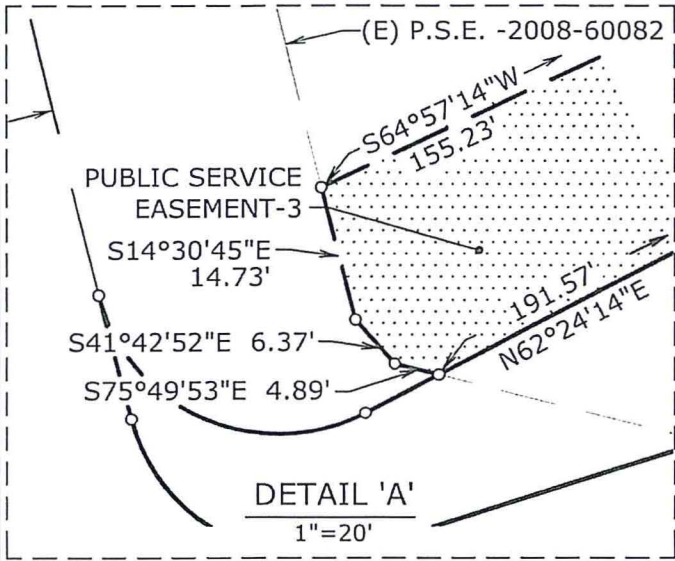
PUBLIC SERVICE EASEMENT

cta Engineering & Surveying
Civil Engineering • Land Surveying • Land Planning
3233 Monier Circle, Rancho Cordova, CA 95742
T (916) 638-0919 • F (916) 638-2479 • www.cta.net

A PORTION OF THE S.E. QUARTER OF SECTION 6, T.9N., R.9E., M.D.M.
COUNTY OF EL DORADO STATE OF CALIFORNIA

DATE: 05/31/2019

Exhibit 'B'



SEE SHEET 1 OF 2

NOTE: SEE SHEET 1 OF 2 FOR LINE/CURVE TABLES



DATE: 05/31/2019

OWNER: M.H. MOHANNA

A.P.N. 119-080-23

cta Engineering & Surveying
Civil Engineering • Land Surveying • Land Planning
3233 Montler Circle, Rancho Cordova, CA 95742
T (916) 638-0919 • F (916) 638-2479 • www.ctaos.net

DATE: 10/08/2018
SCALE: 1"=100'

DRAWN BY: JCC
JOB NO. 16-017-018

SHEET 2 OF 2

PUBLIC SERVICE EASEMENT

A PORTION OF THE S.E. QUARTER OF SECTION 6, T.9N., R.9E., M.D.M. COUNTY OF EL DORADO STATE OF CALIFORNIA

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

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

APN: 119-080-23
Seller: Mohanna
Project #: 71360

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Service Easement dated _____, 201____, from **M.H. Mohanna a married man, as his sole and separate property**, 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: 119-080-23

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, 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
Community Development Services
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 119-080-23
Seller: Mohanna
Project: #71360

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

M.H. Mohanna a married man, as his sole and separate property hereinafter referred to as "Grantor," grants 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 by reference is made a part hereof.**

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

1. In consideration of \$3,612.10 (Three Thousand Six Hundred Twelve AND 10/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit 'A' and depicted on the map in Exhibit 'B' attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Country Club Drive Realignment (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. Stockpiling or parking of vehicles or equipment is 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 the Project. Included within this temporary construction easement is the right of

Exhibit E

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. The Temporary Construction Easement is for a period of 18 months from the date of full execution of this Agreement. Construction is anticipated to take 18 months. This Easement also covers a one-year warranty period.
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.

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

GRANTOR: M.H. Mohanna a married man, as his sole and separate property

M.H. Mohanna

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

**APN 119-080-23
Legal Description**

All that real property situated in the County of El Dorado, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 48 of Parcel Maps at page 80, lying within the Southeast One-Quarter of Section 6, T. 9 N., R. 9 E., M.D.M. and being more particularly described as follows:

Temporary Construction Easement – 1

COMMENCING at a ¾" capped iron pipe, stamped "L.S. 3279", marking the Northwest corner of Parcel 'A'; as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 15 of Parcel Maps at Page 53; thence along the West Line of said Parcel 'A', South 01°03'22" West, 224.10 feet; thence South 86°49'08" West, 313.01 feet to the Northeast corner of said Parcel 1; thence along the East line of said Parcel 1, South 01°17'57" West, 577.12 feet to a point hereinafter referred to as Point 'A' and the true **POINT OF BEGINNING**; thence leaving said East line, along the arc of a curve, concave to the Southwest, having a radius of 1440.00 feet, the chord of which bears North 66°12'33" West, 180.74 feet; thence North 69°48'26" West, 341.48 feet; thence North 08°47'36" West, 70.46 feet; thence South 81°12'24" West, 15.00 feet; thence South 08°47'36" East, 52.24 feet; thence North 76°08'30" West, 73.30 feet; thence North 84°17'44" West, 38.11 feet; thence along the arc of a non-tangent curve, concave to the South, having a radius of 802.00 feet, the chord of which bears North 85°07'49" West, 188.64 feet; thence North 89°08'38" West, 91.66 feet; thence South 84°43'12" West, 67.35 feet; thence South 67°21'58" West, 55.63 feet; thence South 73°05'47" West, 131.04 feet; thence South 60°23'16" West, 59.26 feet; thence South 64°57'14" West, 155.23 feet to a point on the Easterly line of the Landscape and Public Service Easement as described in Document No. 2008-060082, Official Records of El Dorado County; thence along said Easterly line, North 13°51'47" West, 15.29 feet; thence leaving said Easterly line, North 64°57'14" East, 151.67 feet; thence North 60°23'16" East, 60.33 feet; thence North 73°05'47" East, 131.96 feet; thence North 67°21'58" East, 57.17 feet; thence North 84°43'12" East, 70.44 feet; thence South 89°08'38" East, 92.11 feet; thence along the arc of a non-tangent curve, concave to the South, having a radius of 817.00 feet, the chord of which bears South 85°08'41" East, 191.04 feet; thence South 84°17'44" East, 38.41 feet; thence South 76°08'30" East, 51.85 feet; thence North 08°47'36" West, 44.73 feet; thence North 81°12'24" East, 45.00 feet; thence South 08°47'36" East, 76.62 feet; thence South 69°48'26" East, 332.64 feet; thence along the arc of a curve to the right, having a radius of 1455.00 feet, the chord of which bears South 66°21'13" East, 175.30 feet to a point on the East line of said Parcel 1; thence along said East line, South 01°17'57" West, 16.68 feet to the **POINT OF BEGINNING**, containing 0.524 acres, more or less.

Temporary Construction Easement - 2

COMMENCING at the aforementioned "Point A"; thence along the East line of said Parcel 1, South 01°17'57" West, 77.72 feet to the Southeast corner of said Parcel 1; thence along the South line of said Parcel 1, North 88°42'03" West, 23.35 feet to the true **POINT OF**

Exhibit 'A'

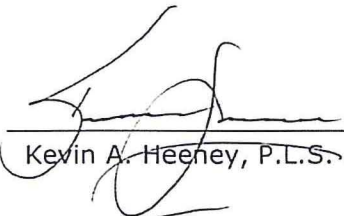
BEGINNING; thence leaving said South line along the arc of a non-tangent curve, concave to the Southwest, having a radius of 1360.00 feet, the chord of which bears North 65°55'52" West, 183.88 feet; thence North 69°48'26" West, 353.69 feet; thence along the arc of a curve to the left, having a radius of 722.00 feet, the chord of which bears North 74°49'29" West, 126.29 feet; thence North 89°35'27" West, 69.82 feet; thence South 86°40'55" West, 60.98 feet; thence South 80°59'42" West, 44.16 feet; thence South 77°48'27" West, 135.52 feet; thence South 74°49'06" West, 110.29 feet; thence South 71°23'20" West, 124.93 feet; thence South 62°24'14" West, 65.91 feet to a point on the East line of Bass Lake Road, as described in Document No. 2008-060082, Official Records of El Dorado County; thence along said East line, South 17°35'46" East, 15.23 feet; thence leaving said East line, North 62°24'14" East, 67.37 feet; thence North 71°23'20" East, 123.31 feet; thence North 74°49'06" East, 109.45 feet; thence North 77°48'27" East, 134.71 feet; thence North 80°59'42" East, 43.00 feet; thence North 86°40'55" East, 59.75 feet; thence South 89°35'27" East, 68.04 feet; thence along the arc of a non-tangent curve, concave to the South, having a radius of 707.00 feet, the chord of which bears South 74°46'24" East, 122.40 feet; thence South 69°48'26" East, 353.69 feet; thence along the arc of a curve to the right, having a radius of 1345.00 feet, the chord of which bears South 66°34'57" East, 151.32 feet to a point on the South line of said Parcel 1; thence along said South line, South 88°42'03" East, 34.22 feet to the **POINT OF BEGINNING**, containing 0.432 acres, more or less.

See Exhibit 'B' attached hereto and made part of this description.

End of Description

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83.

This description has been prepared by me or under my direct supervision.


Kevin A. Heeney, P.L.S. 5914



05/31/2019
Date

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742
916-638-0919

Exhibit 'B'

GHABI
119-080-19

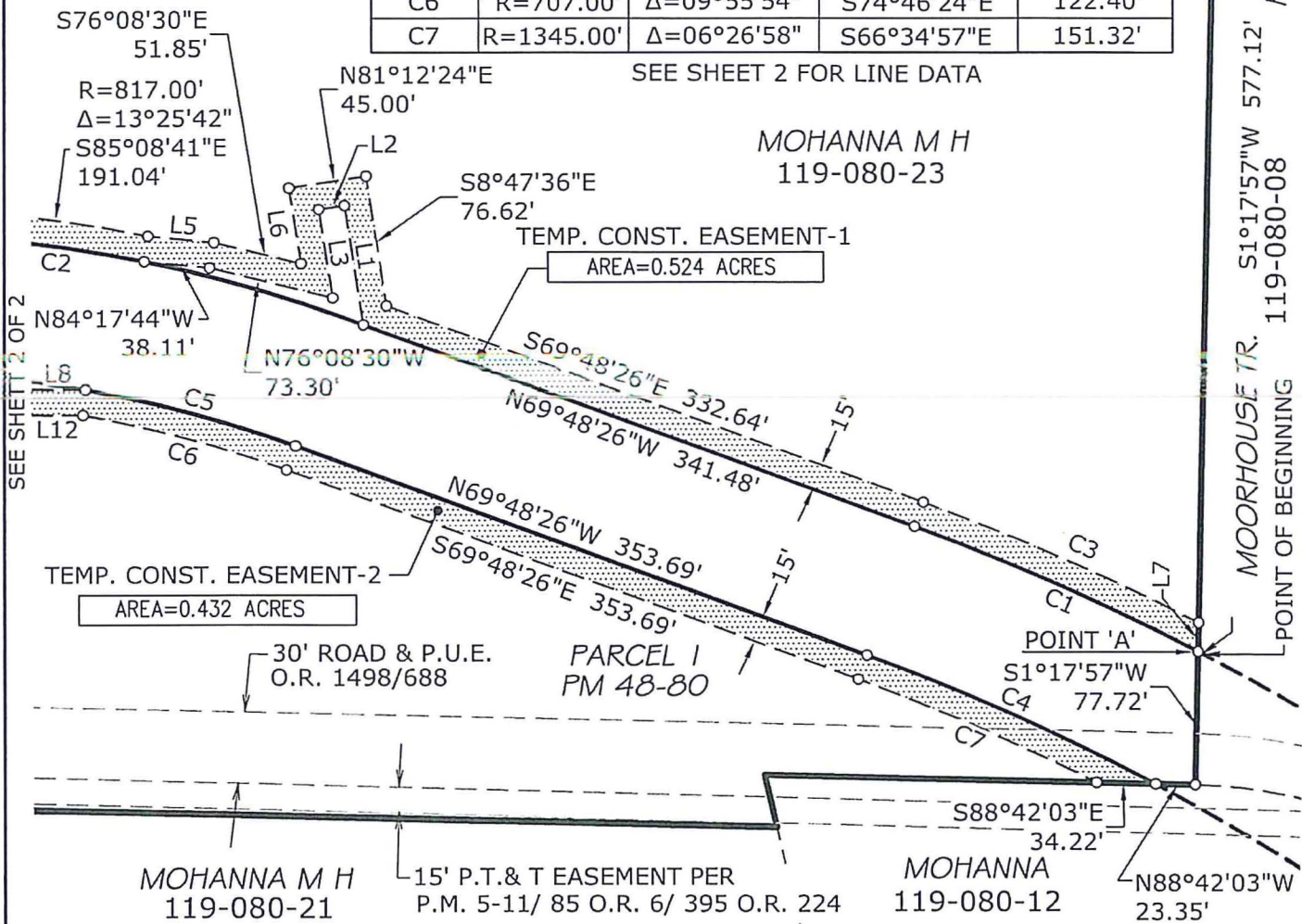
POINT OF COMMENCEMENT
FND 3/4" C.I.P. L.S. 3279
S01°03'22"W 224.10'
S86°49'08"W 313.01'



CURVE DATA TABLE				
CURVE	RADIUS	DELTA	CH. BEARING	CH. DIST.
C1	R=1440.00'	Δ=07°11'46"	N66°12'33"W	180.74'
C2	R=802.00'	Δ=13°30'29"	N85°07'49"W	188.64'
C3	R=1455.00'	Δ=06°54'26"	S66°21'13"E	175.30'
C4	R=1360.00'	Δ=07°45'09"	N65°55'52"W	183.88'
C5	R=722.00'	Δ=10°02'06"	N74°49'29"W	126.29'
C6	R=707.00'	Δ=09°55'54"	S74°46'24"E	122.40'
C7	R=1345.00'	Δ=06°26'58"	S66°34'57"E	151.32'

SEE SHEET 2 FOR LINE DATA

MOHANNA M H
119-080-23



MOORHOUSE TR. 119-080-08
 POINT OF BEGINNING
 S1°17'57"W 577.12'
 PARCEL A PM 15-53

SEE SHEET 2 OF 2

DATE: 05/31/2019

OWNER:
M.H. MOHANNA

A.P.N. 119-080-23

cta Engineering & Surveying
Civil Engineering • Land Surveying • Land Planning
3233 Monier Circle, Rancho Cordova, CA 95742
T (916) 638-0919 • F (916) 638-2479 • www.ctaes.net

DATE: 04/20/2017
SCALE: 1"=100'
DRAWN BY: KAH
JOB NO. 16-017-018
SHEET 1 OF 2

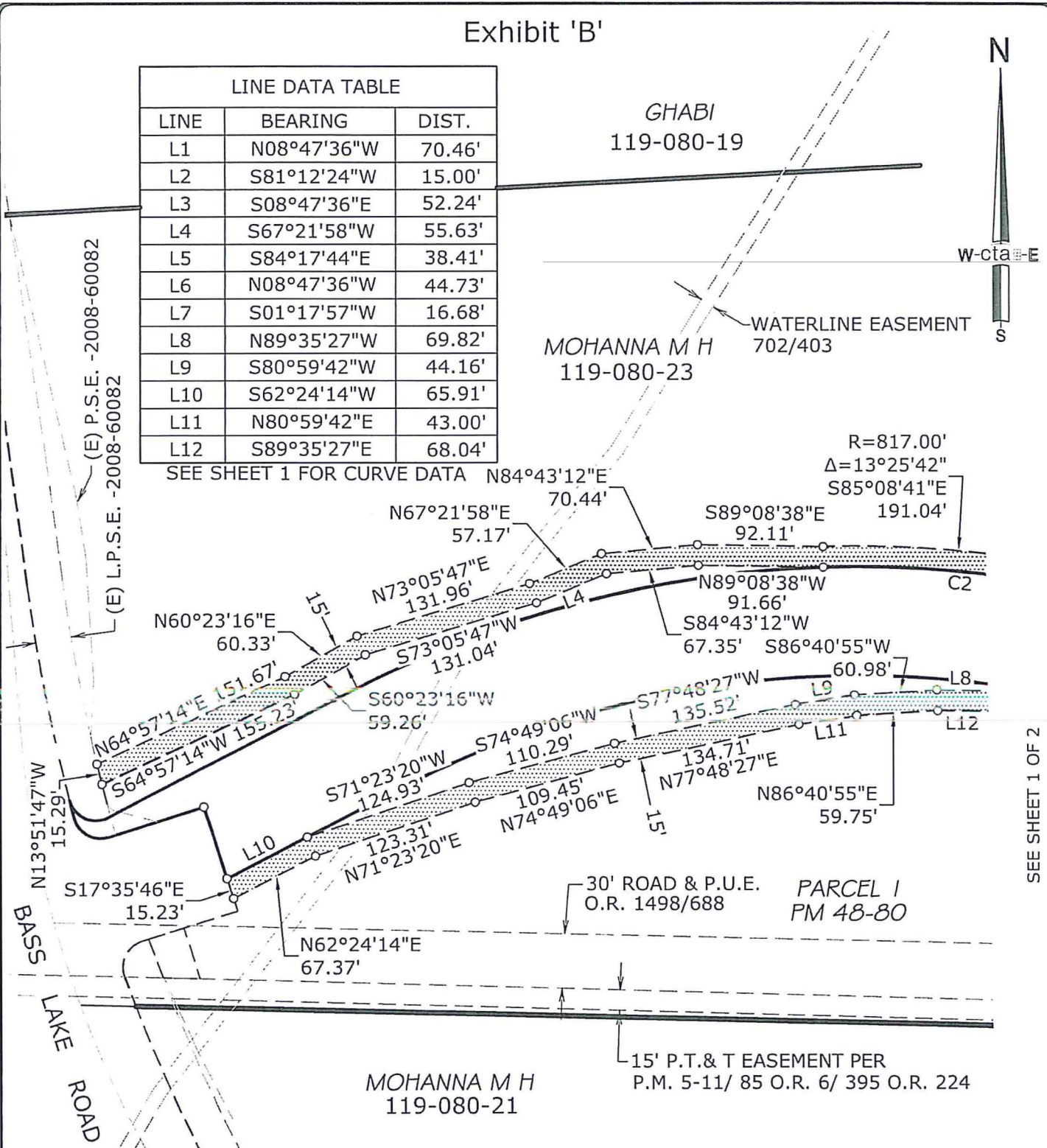
TEMPORARY CONSTRUCTION EASEMENT

COUNTRY CLUB DRIVE
A PORTION OF THE S.E. QUARTER
OF SECTION 6, T.9N., R.9E., M.D.M.
COUNTY OF EL DORADO STATE OF CALIFORNIA

Exhibit 'B'

LINE DATA TABLE		
LINE	BEARING	DIST.
L1	N08°47'36"W	70.46'
L2	S81°12'24"W	15.00'
L3	S08°47'36"E	52.24'
L4	S67°21'58"W	55.63'
L5	S84°17'44"E	38.41'
L6	N08°47'36"W	44.73'
L7	S01°17'57"W	16.68'
L8	N89°35'27"W	69.82'
L9	S80°59'42"W	44.16'
L10	S62°24'14"W	65.91'
L11	N80°59'42"E	43.00'
L12	S89°35'27"E	68.04'

SEE SHEET 1 FOR CURVE DATA



SEE SHEET 1 OF 2



DATE: 05/31/2019

OWNER:
M.H. MOHANNA

A.P.N. 119-080-23

DATE: 04/20/2017
SCALE: 1"=100'

DRAWN BY: KAH
JOB NO. 16-017-007

SHEET 2 OF 2

cta Engineering & Surveying
Civil Engineering • Land Surveying • Land Planning
3233 Monier Circle, Rancho Cordova, CA 95742
T (916) 638-0919 • F (916) 638-2479 • www.ctaos.net

TEMPORARY CONSTRUCTION EASEMENT

COUNTRY CLUB DRIVE
A PORTION OF THE S.E. QUARTER
OF SECTION 6, T.9N., R.9E., M.D.M.

COUNTY OF EL DORADO STATE OF CALIFORNIA

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

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

APN: 119-080-23
Seller: Mohanna
Project #: 71360

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 201____, from **M.H. Mohanna a married man, as his sole and separate property**, 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: 119-080-23

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, 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
Community Development Services
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 119-080-12
Seller: Mohanna
Project: #71360

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

M.H. Mohanna a married man, as his sole and separate property hereinafter referred to as "Grantor," grants 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 by reference is made a part hereof.**

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

1. In consideration of \$1,093.38 (One Thousand Ninety-Three AND 38/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit 'A' and depicted on the map in Exhibit 'B' attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Country Club Drive Realignment (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. Stockpiling or parking of vehicles or equipment is 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 the Project. Included within this temporary construction easement is the right of

Exhibit F

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. The Temporary Construction Easement is for a period of 18 months from the date of full execution of this Agreement. Construction is anticipated to take 18 months. This Easement also covers a one-year warranty period.
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.

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

GRANTOR: M.H. Mohanna a married man, as his sole and separate property

M.H. Mohanna

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

APN 119-080-12
Temporary Construction Easement

All that real property situated in the County of El Dorado, State of California, being a portion of Parcel 3, as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 48 of Parcel Maps at page 80, lying within the Southeast One-Quarter of Section 6, T. 9 N., R. 9 E., M.D.M. and being more particularly described as follows:

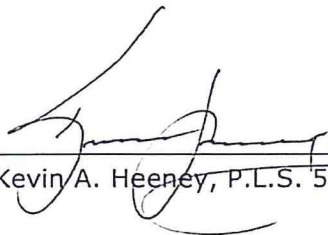
COMMENCING at a ¾" capped iron pipe, stamped "L.S. 3279", marking the Northwest corner of Parcel 'A', as shown on that certain Parcel Map filed in the office of the County Recorder of said County in Book 15 of Parcel Maps at Page 53; thence along the West Line of said Parcel 'A', South 01°03'22" West, 224.10 feet; thence South 86°49'08" West, 313.01 feet; thence South 01°17'57" West, 654.84 feet to a point on the North line of said Parcel 3; thence along said North line North 88°42'03" West, 23.35 feet to the true **POINT OF BEGINNING**; thence continuing along said North line, North 88°42'03" West, 34.22 feet; thence leaving said North line, along the arc of a non-tangent curve, concave to the Southwest, having a radius of 1345.00 feet, the chord of which bears South 58°44'09" East, 216.77 feet; thence South 54°06'50" East, 499.10 feet; thence along the arc of a curve to the left, having a radius of 817.00 feet, the chord of which bears South 59°21'34" East, 149.39 feet to a point on the East line of said Parcel 3; thence along said East line, North 00°53'06" East, 16.52 feet; thence leaving said East line, along the arc of a non-tangent curve, concave to Northeast, having a radius of 802.00 feet, the chord of which bears North 59°06'53" West, 139.82 feet; thence North 54°06'50" West, 499.10 feet; thence along the arc of a curve to left, having a radius of 1360.00 feet, the chord of which bears North 58°05'03" West, 188.34 feet to the **POINT OF BEGINNING**, containing an area of 0.292 acres, more or less.

See Exhibit 'B' attached hereto and made part of this description.

End of Description

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83.

This description has been prepared by me or under my direct supervision.

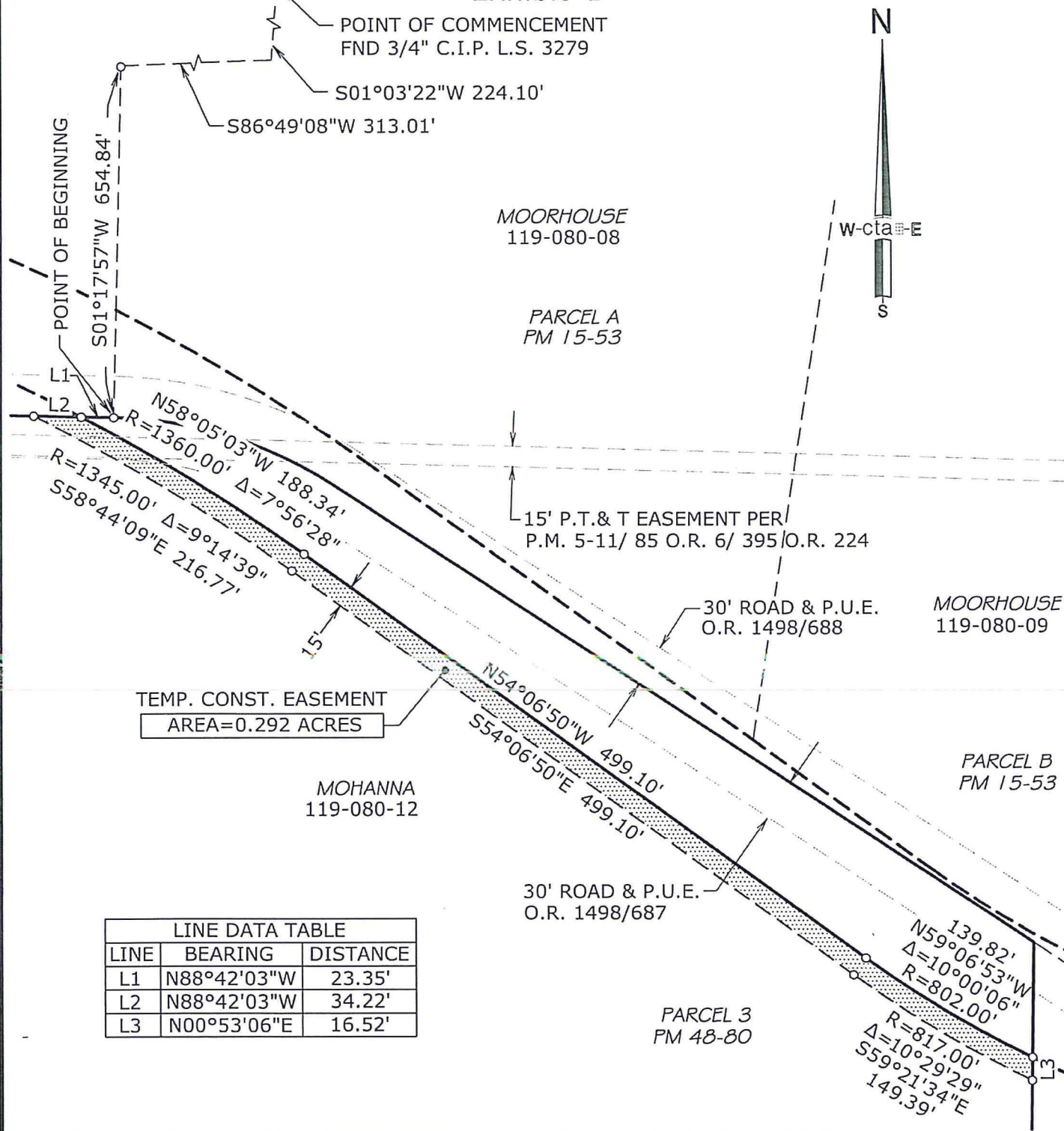

Kevin A. Heeney, P.L.S. 5914



05/31/2019
Date

CTA Engineering & Surveying
3233 Monier Circle
Rancho Cordova, CA 95742
916-638-0919

Exhibit 'B'



LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N88°42'03"W	23.35'
L2	N88°42'03"W	34.22'
L3	N00°53'06"E	16.52'



DATE: 05/31/2019

OWNER: M.H. MOHANNA
 A.P.N. 119-080-12

cta Engineering & Surveying
 Civil Engineering • Land Surveying • Land Planning
 3233 Monier Circle, Rancho Cordova, CA 95742
 T (916) 638-0919 • F (916) 638-2479 • www.ctaes.net

DATE: 04/20/2017
 SCALE: 1"=100'
 DRAWN BY: KAH
 JOB NO. 16-017-018
 SHEET 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT
COUNTRY CLUB DRIVE
 A PORTION OF THE S.E. QUARTER
 OF SECTION 6, T.9N., R.9E., M.D.M.
 COUNTY OF EL DORADO STATE OF CALIFORNIA

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

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

APN: 119-080-12
Seller: Mohanna
Project #: 71360

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 201____, from **M.H. Mohanna a married man, as his sole and separate property**, 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: 119-080-12

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk