



# COMMUNITY DEVELOPMENT SERVICES DEPARTMENT OF TRANSPORTATION

<http://www.edcgov.us/DOT/>

**PLACERVILLE OFFICES:**

**MAIN OFFICE:**

2850 Fairlane Court, Placerville, CA 95667  
(530) 621-5900 / (530) 626-0387 Fax

**CONSTRUCTION & MAINTENANCE:**

2441 Headington Road, Placerville, CA 95667  
(530) 642-4909 / (530) 642-0508 Fax

**LAKE TAHOE OFFICES:**

**ENGINEERING:**

924 B Emerald Bay Road, South Lake Tahoe, CA 96150  
(530) 573-7900 / (530) 541-7049 Fax

**MAINTENANCE:**

1121 Shakori Drive, South Lake Tahoe, CA 96150  
(530) 573-3180 / (530) 577-8402 Fax

September 25, 2018

Via First Class Mail

M.H. Mohanna  
1025 9<sup>th</sup> St., #205  
Sacramento, CA 95814

**RE: Country Club Drive Realignment – Bass Lake Road to Tierra De Dios Dr, #71360.**

**M.H. Mohanna**

**APN #119-080-23-100 & 119-080-12-100:**

**Offer to Purchase and Transmittal of Offer Package Relating to the Purchase of Real Property or Interest Therein**

Dear Mr. Mohanna,

The El Dorado County, Community Development Services, Department of Transportation (County) is pleased to inform you that the appraisal report of the subject property referenced above has been completed. Transportation staff has been authorized to proceed with the acquisition of the necessary land rights for portions of your property based on the appraisal report.

Please find the enclosed Offer Package including the Summary Relating to the Purchase of Real Property or an Interest Therein and the Appraisal Summary Statement. Also enclosed is a Draft Acquisition Agreement for Public Purposes (Agreement) which has certain exhibits that describe and show the area of the proposed acquisitions. The current fair market value as determined by Pattison & Associates, Inc. for the necessary land rights from your parcel totals \$104,800.00. Specifically, this offer to purchase includes APN #119-080-12: 1.101 Acres of Fee Title valued at \$27,484.26; .292 Acres of Temporary Construction Easement valued at \$1,093.38. APN #119-080-23: 2.465 Acres of Fee Title valued at \$62,090.89, .4217 Acres of Permanent Public Service Easement valued at \$10,515.98 and .956 Acres of Temporary Construction Easement valued at \$3,612.10 for a total value between both parcels of \$104,796.61, rounded to a total of \$104,800.00. Please find the attached supporting documentation which further explains the valuation process of these Easements.

Therefore, the County would formally like to offer you the amount of \$104,800.00 (One Hundred Four Thousand Eight Hundred dollars exactly) for these land rights. Please contact me by phone at (530)-621-5313 at your earliest convenience. I can also be reached via email at [tanna.reynoso@edcgov.us](mailto:tanna.reynoso@edcgov.us). I look forward to working with you.

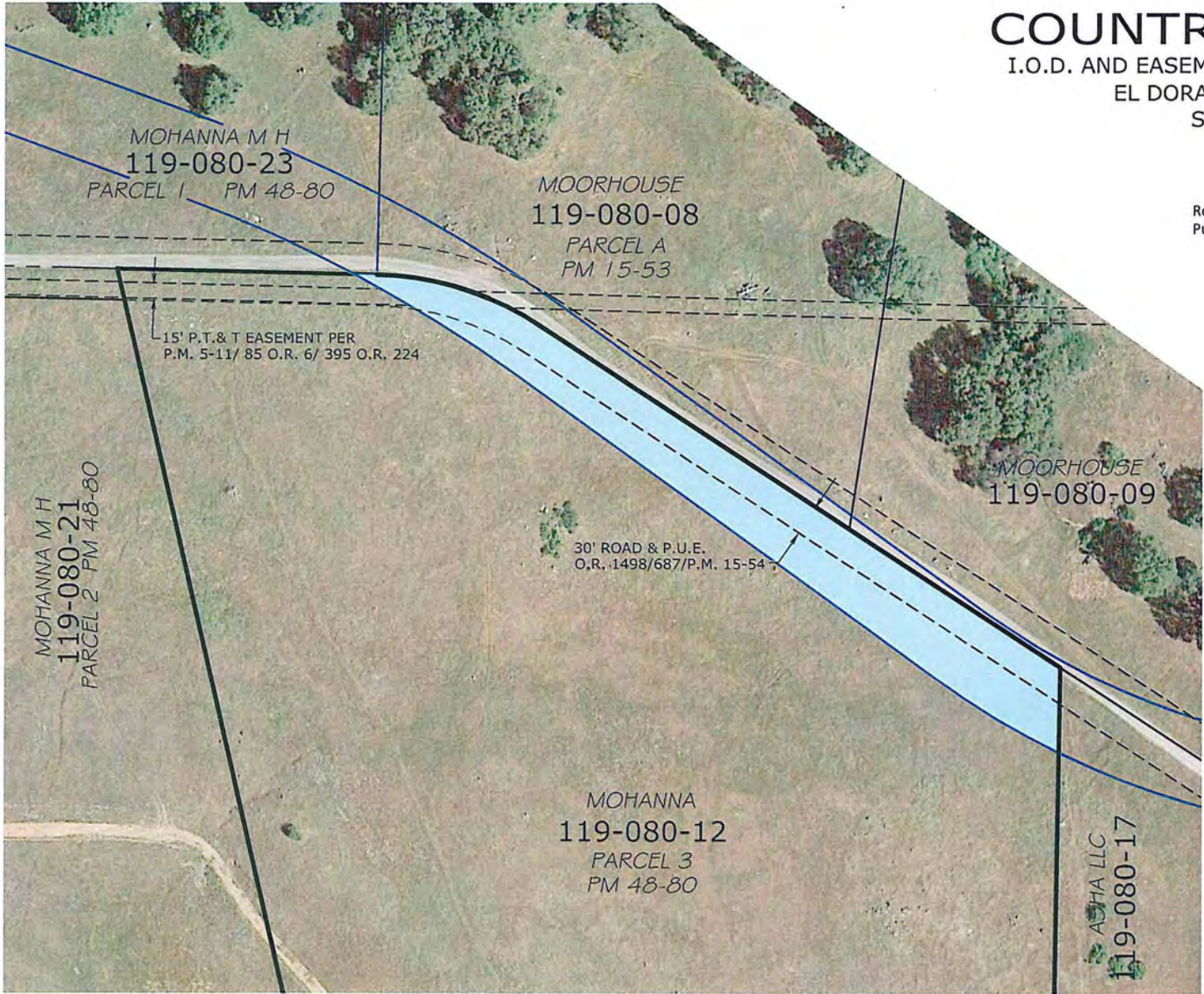
Sincerely,

Tanna Reynoso  
Associate Right-of-Way Agent



# COUNTRY CLUB DRIVE

I.O.D. AND EASEMENT INDEX FOR A.P.N. 119-080-12  
 EL DORADO HILLS, CALIFORNIA  
 SCALE: 1" = 100'



Road RW-Fee	1.101 AC.
Public Service Easement	0.000 AC.
<b>Total:</b>	<b>1.101 AC</b>

- ROAD RIGHT OF WAY - FEE
- PUBLIC SERVICE EASEMENT





# COUNTRY CLUB DRIVE

I.O.D. AND EASEMENT INDEX FOR A.P.N. 119-080-23

EL DORADO HILLS, CALIFORNIA

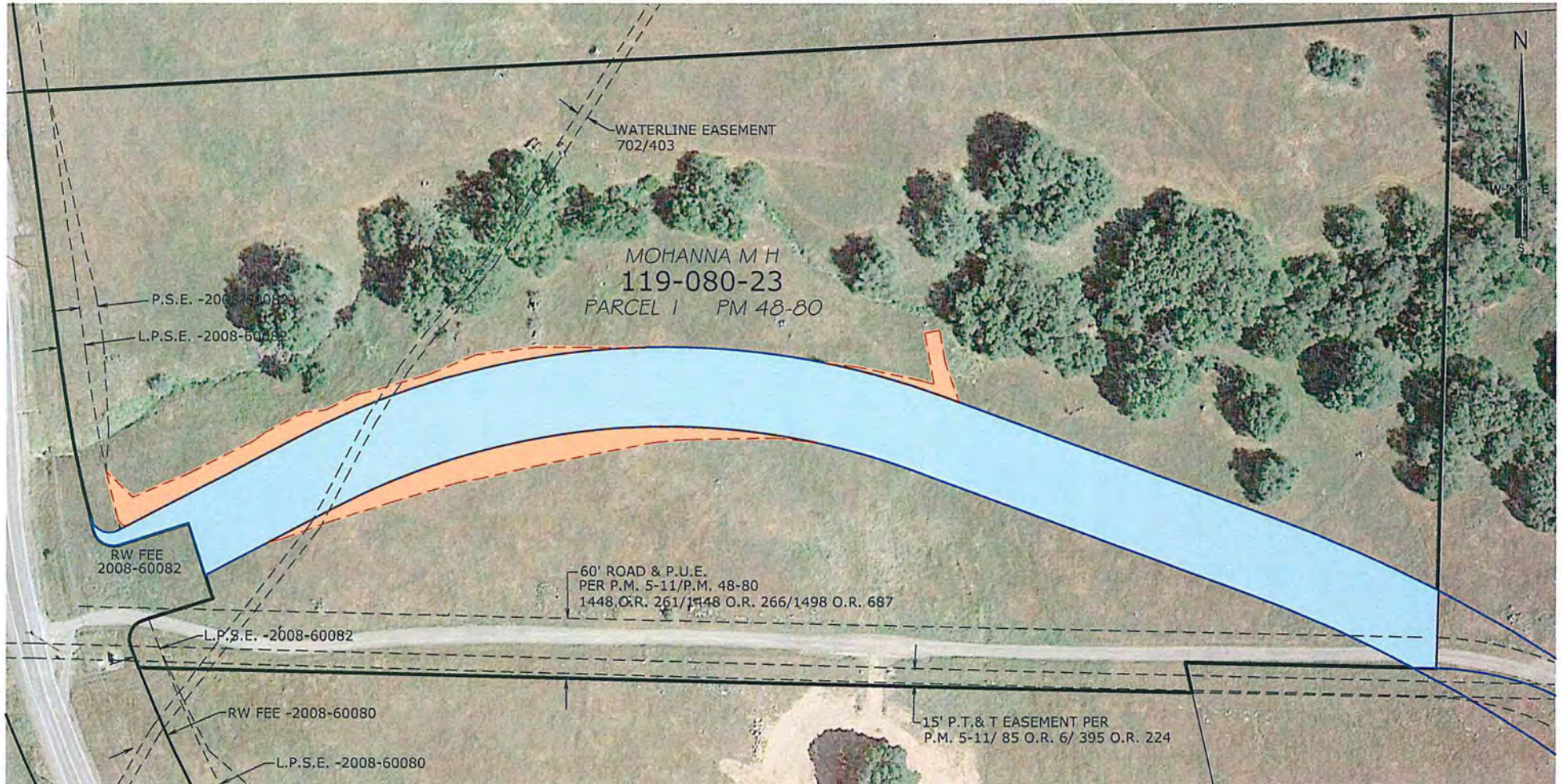
SCALE: 1" = 100'

Road RW-Fee  
Public Service Easement

2.465 AC.  
0.426 AC.

Total: 2.891 AC

- ROAD RIGHT OF WAY - FEE
- PUBLIC SERVICE EASEMENT



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# Your Property Your Transportation Project

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## INTRODUCTION

This booklet was prepared for you as a person who may potentially be affected by a proposed public transportation project. If it is your property that is affected, you may have wondered what will happen. Who will contact you? What will you be paid for your property? Who will pay your moving costs? Will the State Department of Transportation (Department) help you find a new place to live? Important questions like these require specific answers.

We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

## WHY DOES A PUBLIC AGENCY HAVE THE RIGHT TO BUY MY PROPERTY?

Our State and federal constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and federal constitutions and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, authorize the purchase of private property for public use and assure full protection of the rights of each citizen. The responsibility for studying potential sites for a transportation project rests with a team of specially trained individuals selected to do this important job. Many months or even years are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental and social impacts are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process may include public hearings and/or workshops, which give persons an opportunity to express their views on the locations being considered.

The California Department of Transportation is composed of many specialists. Among these are:

### **Transportation Planners**

These individuals determine methods and routes for the traveling public. This includes studies of existing traffic patterns, "origin-destination" surveys and user benefits. They also determine whether the proposed project location is economically sound. They research and analyze the effects produced by similar projects upon other communities.

### **Environmental Planners**

These individuals evaluate the socio-economic and/or environmental impacts, including traffic, noise and visual impacts of the proposed project



### **Design Engineers**

These individuals recommend the type of transportation project which will be of the most benefit to the public. They prepare design plans which determine the properties needed for the project.

### **Relocation Specialists**

These individuals perform early studies of the general needs of persons who may need to be relocated and the kind of replacement properties which may be required. A relocation impact analysis will be completed before the Department requires anyone to move from their property.

As a result of this team effort, the best possible location for a transportation facility is selected after thorough social, economic, engineering, and environmental analyses, as well as consideration of expressed public concerns and desires. The goal is that the project provide the greatest public good and the least private injury or inconvenience while rendering the best possible service.

### **Transportation Surveyors**

These individuals perform field surveys and monument property lines to delineate and map the Department's right of way needs. They are also authorized by law to enter real property to perform such tasks. It is the Department's policy that owners and tenants of property will be notified prior to such surveys.

## **WHO WILL CONTACT ME?**

One of the first persons you will meet is a Right of Way Agent performing the staff appraisal. You will be afforded the opportunity to accompany the appraiser on the inspection of your property. At the time of the inspection the appraiser will also provide you with general project information. The appraiser will analyze your property and examine all of the features which contribute to its market value. Information about improvements you have made and any other special features that you believe may affect the market value of your property should be given to the appraiser to ensure he/she has all the information you feel is relevant.

It is the duty of the Department to ensure that you receive fair market value as if you sold your property privately in the open market. The Department cannot buy your property for more than it is worth, but it **can** and **will** assure you that you do not have to sell your property for less than its fair market value. California law provides that the owner shall receive a copy of the appraisal or a summary of the valuation upon which the Department's offer is based.



At the time the offer is made to purchase your property, you may obtain your own appraisal and the Department will reimburse you up to \$5,000 for the actual, reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Right of Way Agent will provide more information concerning this reimbursement at the time of the offer.

### **WHAT ADVANTAGE IS THERE IN SELLING YOUR PROPERTY TO THE DEPARTMENT?**

A real estate purchase by the Department of Transportation is handled in the same way as any private sale of property. However, there can be financial advantages in selling to the Department.

The Department will pay fair market value for your property. The Department will also pay for the preparation of all documents, all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the Department. Since this is a direct conveyance of real property from the property owner to the Department, there are no real estate commissions involved, and the Department will not recognize or pay any such real estate commissions.

A private sale will usually cost thousands of dollars in sales expenses. There are no seller's expenses in a purchase by the Department.

Additionally, depending on your specific circumstances, you may be eligible for relocation payments and benefits when you move. These benefits are described in supplemental booklets which will be provided to you, should the Department's acquisition actually cause you to be displaced from your property.

### **WILL I BE PAID FOR LOSS IN VALUE TO MY REMAINING PROPERTY?**

When only a part of your property is needed for a project, every reasonable effort is made to ensure that you do not suffer damages to the remainder of your property. The total payment by the Department will be for the property the Department actually purchases and for any loss in market value to your remaining property.

The determination of any loss in market value is an appraisal problem involving many variables. When this situation occurs, the Right of Way Agent will explain the effect of a partial acquisition on your remaining property.



## **MAY I RETAIN AND MOVE MY HOME, BUSINESS BUILDING, MACHINERY, OR EQUIPMENT?**

If your house is movable and you wish to make such an arrangement, the Department will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases where, because of age, size or condition of the house, the cost of moving it would exceed its present market value, less its salvage value. In such a case, payment of moving costs would, of course, be an unwise expenditure of public funds.

If you operate a farm or business, you may wish to keep and move fixed machinery and equipment. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for a loss of business goodwill. Your specific circumstances will need to be analyzed on a case-by-case basis.

If any of these concepts are applicable to your situation, they will be explained by the Right of Way Agent assigned to purchase your property.

## **WILL I HAVE TIME TO SELECT ANOTHER HOME AFTER THE DEPARTMENT MAKES ITS PURCHASE?**

The Department starts to appraise properties early enough so that you will have ample time to move prior to project construction. Like any other real estate transaction, it requires time to close an escrow after a right of way contract and deed have been signed. You will not be required to move until reasonable, decent, safe and sanitary replacement housing is available.

Once you have received the written offer to purchase your property from the Department, it is in your best interest to look for a new place to live as soon as possible. Finding a home early that best suits your needs before you are required to move will minimize your personal inconvenience and will avoid having to make a choice of housing under pressure. In some instances you may be able to sell your property to the Department and rent back temporarily pending construction.

The Department also offers to provide you with assistance in finding a new place in which to live. The Department will give you at least 90 days notice in writing before you are required to move.

## **WHAT HAPPENS TO THE LOAN ON MY PROPERTY?**

After you and the Department have agreed upon a price, a Right of Way Agent and/or a title company will contact all other parties having an interest in the property. Payment to satisfy outstanding loans or liens will be made through a title company escrow as in the case in any real estate transaction.

## **WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?**

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

Your Right of Way Agent will assist you in the transfer. However, it is to your benefit and your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

## **IF THE VALUE OF MY PROPERTY IS HIGHER TODAY THAN WHEN I PURCHASED IT, DO I HAVE TO PAY INCOME OR CAPITAL GAINS TAX ON THIS DIFFERENCE WHEN I SELL/CONVEY TO THE DEPARTMENT?**

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an "involuntary conversion". In these cases, it is not necessary to pay income tax or capital gains tax if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service office and/or accountant.

## **WILL I LOSE THE FAVORABLE PROPERTY TAX BASIS THAT I NOW HAVE UNDER THE PROVISIONS OF PROPOSITION 13?**

Section 2(d) of Article XIII-A of the California Constitution and Section 68, Rule 462.5 of the Revenue and Taxation Code generally provide that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

You will be given a copy of Rule 462.5 with an attached page showing examples of how to calculate estimates of the tax relief you may be eligible for. These are only approximations. You must see your county Tax Assessor for a final determination.



Note: Revenue and Taxation Code Section 68, Rule 462.5, G. 1 through G.4, set forth time limits that may affect your eligibility to retain your favorable current real property tax status.

## **THE DEPARTMENT'S RIGHT OF EMINENT DOMAIN.**

An owner's rights are guaranteed by the federal and State constitutions and applicable federal and State laws. The principal right is that "Just Compensation" must be paid.

The vast majority of our transactions are settled by contract. However, if the owner and the Department cannot agree on the terms of sale, the Department may resort to the eminent domain process to avoid delaying the project, and will ultimately initiate condemnation proceedings.

The Department will request authority from the California Transportation Commission (Commission) to file a condemnation action in court. You will be given an opportunity to appear before the Commission to question whether public interest, necessity, planning and location require the proposed project and your property. The Commission does not hear arguments regarding valuation or just compensation.

Condemnation lawsuit documents are prepared by the Department and filed with the court in the county where the property is located. The Summons and Complaint will then be served on all persons having a property interest in the parcel. The persons served must Answer the lawsuit within 30 days.

Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

## **WHAT HAPPENS IN A CONDEMNATION TRIAL?**

The purpose of the trial is to determine the amount of Just Compensation. Usually the trial is conducted before a judge and jury. Both the property owner and Department will have the opportunity to present evidence of value. The jury will determine the amount of compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation.

The Judgment is then prepared by counsel and signed by the judge. It will state that, upon payment of the amount of the verdict for the benefit of the property owner, title will be transferred to public ownership.

When the Department makes the payment as required by the Judgment, the Final Order of Condemnation is signed by the judge and recorded with the County Recorder's office. This finalizes the actual transfer of title.

## **WHO PAYS THE CONDEMNATION TRIAL COSTS?**

The Department pays the costs of its attorney and its engineering and appraisal witnesses. It will also pay the jury fees and your recoverable costs allowed by law. The fee for filing your Answer with the court is an example of such costs.

If the judge determines that the Department's offer of settlement was unreasonable, while the demand of the property owner was reasonable as viewed in light of the evidence admitted at trial and the verdict, the property owner may receive litigation expenses such as their attorney's fees. The Judgment is then prepared by counsel and signed by the judge.

## **IF I WANT A TRIAL, MUST I HAVE AN ATTORNEY AND EXPERT WITNESSES?**

Most property owners will be represented by an attorney, although they have the right to represent themselves.

You may wish to consult your family attorney. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service. The local bar association may also provide a list of attorneys who may offer services in eminent domain proceedings.

You and your attorney must decide what type of case you will present and what witnesses will be needed.

## **WILL I BE PAID ANY RELOCATION ASSISTANCE BENEFITS EVEN THOUGH I GO TO COURT?**

A decision to go to court has no effect on your right to relocation benefits. Payment of relocation benefits is administered separately from the condemnation action. You will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, and business and farm operators and are made available by the Department of Transportation.



## HOW LONG CAN I KEEP MY PROPERTY?

Continued use of your property usually depends on when construction must begin, including utility relocations, and the demolition and/or clearance of buildings. If construction must begin before the trial, the Department will seek a court order for early possession of your property.

In this regard the Department will be required to deposit with the State Treasurer, the probable amount of just compensation, as determined by an appraisal as security for the value of the property rights it is seeking. The court will determine if the amount of money deposited is adequate. Once the deposit is made the owner may withdraw all or a portion of it at any time during the condemnation proceedings.

The court may then grant to the Department an order for early possession allowing the Department to use the property for construction of the project.

To obtain an Order for Possession, the Department will file a motion with the court and schedule a hearing 90 days after you and all occupants of the property are served with the motion papers (60 days if the property is unoccupied). You and the occupants, if any, will have 30 days to oppose the motion. Once the court grants an Order for Possession of the property, the Department may obtain possession of the property 30 days after the owner and any occupants are served with the Order.

Subject to the rights of any other persons having an interest in the property, you may withdraw all or part of the pre-Judgement deposit. If you do not make a withdrawal, the Department will pay interest on the eventual court award, or agreed settlement sum from the time it legally occupied your property until the date of final payment to you. Interest will accrue at the applicable statutory rate until paid at the time of final settlement.

The Department's Right of Way Agent assigned to purchase your property will assist you in the transaction and will be available to answer any additional questions you may have.

## DEFINITIONS

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

**Acquire** - To purchase

**Answer** - The property owner's written reply, in appropriate legal form, filed with the court in response to the eminent domain complaint and as requested by the summons.

**Compensation** - The amount of money to which a property owner is entitled under the law for the purchase of their property and any related damages.

**Complaint** - The document filed with the court by the Department which initiates an eminent domain proceeding.

**Condemnation** - The legal process by which a proceeding in eminent domain is accomplished.

**Counsel** - An attorney or attorneys.

**Department** - The State of California acting through the Department of Transportation.

**Eminent Domain** - The right of government to purchase private property for public use.

**Fair Market value** - The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

**Final Order of Condemnation** - The instrument which, when recorded, transfers title to public ownership.

**Judgment** - The court's formal decision based on applicable law and the verdict.

**Just Compensation** - The measure of Just Compensation is Fair Market Value.

**Loss of business goodwill** - A loss in the value of a business caused by the Department's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.

**Parcel** - Usually means the property that is being acquired.



**Plaintiff** - The public agency that desires to purchase the property.

**Possession** - Legal control; to have the right to use.

**Property** - The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

**Right of Entry** - An agreement between an owner and the Department which allows the Department to utilize the property while continuing to negotiate the terms of settlement. Interest, calculated at the statutory rate, is included in the settlement upon conclusion of the transaction.

**Summons** - Notification of filing of a lawsuit in eminent domain and of the necessity to file answer or other responsive pleading.

**Title** - Legal ownership.

**Trial** - The hearing of the facts from a plaintiff and defendant in court of law, either with or without a jury.

**Verdict** - The amount of just compensation to be paid for a property including any damages to the remainder, if applicable.

**STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF RIGHT OF WAY AND LAND SURVEYS**

**JULY 2008**



**This is an informational pamphlet only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of your property for a public use, the Relocation Assistance Program, technical legal definitions, or any form of legal advice.**

**ADA Notice**

**For individuals with disabilities, this document is available in alternate formats.  
For information contact:**

**Division of Right of Way and Land Surveys  
(916) 654-5896  
CRS: (800) 735-2929  
or write:  
1120 N Street, MS 37  
Sacramento, CA 95814**



**District 1**  
**Equal Employment**  
**Opportunity**  
**(EEO) Office**  
1656 Union Street  
Eureka, CA 95501  
(707) 445-5318

**District 2**  
**EEO Office**  
1657 Riverside Drive  
Redding, CA 96001  
(530) 225-3055

**District 3**  
**EEO Office**  
703 B Street  
Marysville, CA 95901  
(530) 741-7130

**District 4**  
**EEO Office**  
P.O. Box 23660, MS 6A  
Oakland, CA 94623  
(510) 286-5871

**District 5**  
**EEO Office**  
50 Higuera Street  
San Luis Obispo, CA 93401  
(805) 549-3037

**District 6**  
**EEO Office**  
1352 West Olive Avenue  
Fresno, CA 93728  
(559) 444-2522

**District 7**  
**EEO Office**  
100 S. Main Street  
Los Angeles, CA 90012  
(213) 897-0797

**District 8**  
**EEO Office**  
464 West 4th Street,  
MS 1249  
San Bernardino, CA 92401  
(909) 383-6396

**District 9**  
**EEO Office**  
500 S. Main Street  
Bishop, CA 93514  
(760) 872-0752

**District 10**  
**EEO Office**  
1976 East Dr. Martin Luther  
King Jr. Blvd.  
Stockton, CA 95205  
(209) 948-3911

**District 11**  
**EEO Office**  
4050 Taylor Street, MS 251  
San Diego, CA 92110  
(619) 688-4249

**District 12**  
**EEO Office**  
1750 East 4th Street,  
Suite 100  
Santa Ana, CA 92705  
(657) 328-6595

**Headquarters**  
**Title VI Coordinator**  
1823 14th Street, MS 79  
Sacramento, CA 95811  
(916) 324-8379

**This publication**  
**will be made**  
**available in**  
**alternative formats:**

Braille  
Large print  
Computer disc  
Audio version or  
in a different language  
upon request by calling  
the Caltrans Office of  
Business & Economic  
Opportunity  
(916) 324-8379  
711 (TTY)

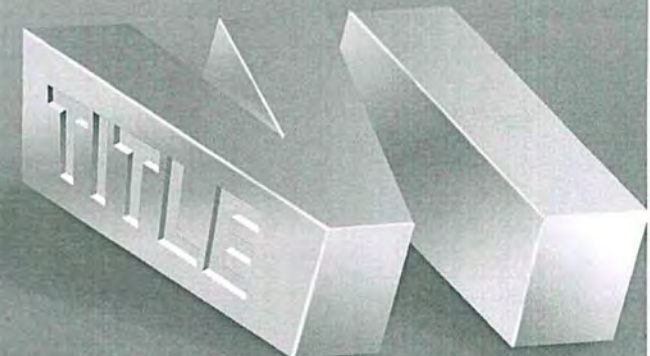


Jan 2017

# Caltrans & You

## Your Rights Under Title VI and Related Statutes

This brochure is designed to inform you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.



19-0278 B 16 of 91



## What is Title VI?

**Title VI is a statute provision of the Civil Rights Act of 1964.**

***Title VI (Sec. 601) of the Civil Rights Act of 1964 provides:***

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."*

*(42 U.S.C. Sec. 2000d)*

***Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations 1994 provides:***

*"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

Related statutes provide protection against discrimination on the basis of sex, age, or disability by programs receiving federal financial assistance.

## What does this mean?

That Caltrans strives to ensure that access to and use of all programs, services, or benefits derived from any Caltrans activity will be administered without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Caltrans will not tolerate discrimination by a Caltrans employee or recipients of federal funds such as cities, counties, contractors, consultants, suppliers, universities, colleges, planning agencies, and any other recipients of federal-aid highway funds.

Caltrans prohibits all discriminatory practices, which may result in:

- **Denial to any individual of any service, financial aid, or benefit provided under the program to which he or she may be otherwise entitled;**
- **Different standards or requirements for participation;**
- **Segregation or separate treatment in any part of the program;**
- **Distinctions in quality, quantity, or manner in which the benefit is provided;**
- **Discrimination in any activities conducted in a facility built in whole or part with federal funds.**

To ensure compliance with Title VI, related statutes, and the Presidential Executive Order on Environmental Justice, Caltrans will:

- **Avoid or reduce harmful human health and environmental effects on minority and low-income populations;**
- **Ensure the full and fair participation by all communities including low-income and minority populations in the transportation decision-making process;**
- **Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.**

Additionally, any recipient, including, but not limited to, Metropolitan Planning Organizations and cities and counties, who receive federal financial aid bears a responsibility to administer its program and activities without regard to race, color, national origin, sex, age, disability, or socioeconomic status.

## Benefits and Services

Caltrans' mission is to provide the people of California with a safe, efficient, and effective inter-modal transportation system. All of the work Caltrans performs is intended to assist the transportation needs of all the people of California regardless of race, color, national origin, sex, age, disability, or socioeconomic status.

## Are your rights being violated?

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, or disability, you may file a written complaint with the Caltrans Equal Employment Opportunity (EEO) Office. District EEO offices are located statewide. The addresses and telephone numbers are located on the back of this brochure. Title VI complaints are forwarded to Sacramento for investigation by the Caltrans Office of Business & Economic Opportunity Title VI Program.

## Who bears the responsibility to Title VI?

All of Caltrans employees and its functional programs. The Caltrans Office of Business & Economic Opportunity Title VI Program provides continuous leadership, guidance, and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice.

Seller: Mohanna  
APN:119-080-23 & -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 to Exhibit D and exhibits thereto and Temporary Construction Easements as to 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: Mohanna  
APN:119-080-23 & -12  
Project #:71360  
Escrow #: P-263892

## **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 \$104,796.61 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, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow"

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

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

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

- C. Exceptions 1 through 4, paid current and subject to items 5 through 17 as listed in said preliminary title report.

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

## **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 Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

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

**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 in violation of any federal, state, or local law, ordinance, or regulation relating to the

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

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.

**15. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition



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

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.

**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.

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

**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 9<sup>th</sup> St., #205  
Sacramento, CA 95814

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

**COPY TO:** County of El Dorado  
Community Development Services  
Department of Transportation  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

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

**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 expenses incurred in said action or proceeding.



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

**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. 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.

**27. 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.

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
M.H. Mohanna

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Rinalli, Chair  
Board of Supervisors

ATTEST:  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

## Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, 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)**



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

Notary Public Seal

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.

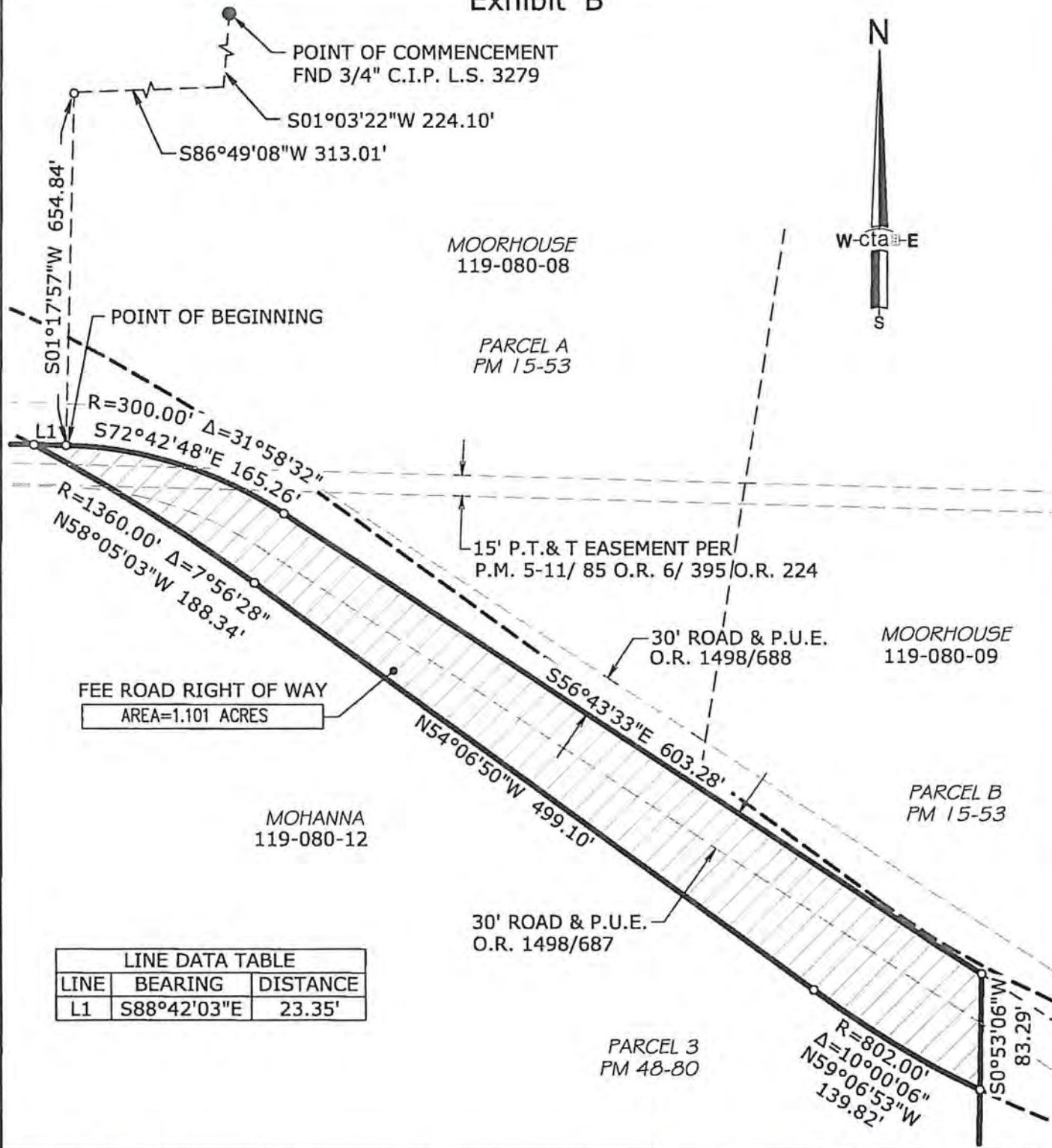
  
\_\_\_\_\_  
Kevin A. Heeney, P.L.S. 5914



10/10/2018  
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: 10/10/2018

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) 634-0910 • F (916) 634-2479 • www.ctaes.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:

\_\_\_\_\_  
Michael Ranalli, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison  
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)**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ 20 \_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

Notary Public Seal



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.

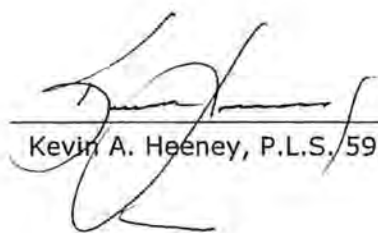
See Exhibit 'B' attached hereto and made part of this description.

**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



10/09/2018  
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'

GHABI  
 119-080-19

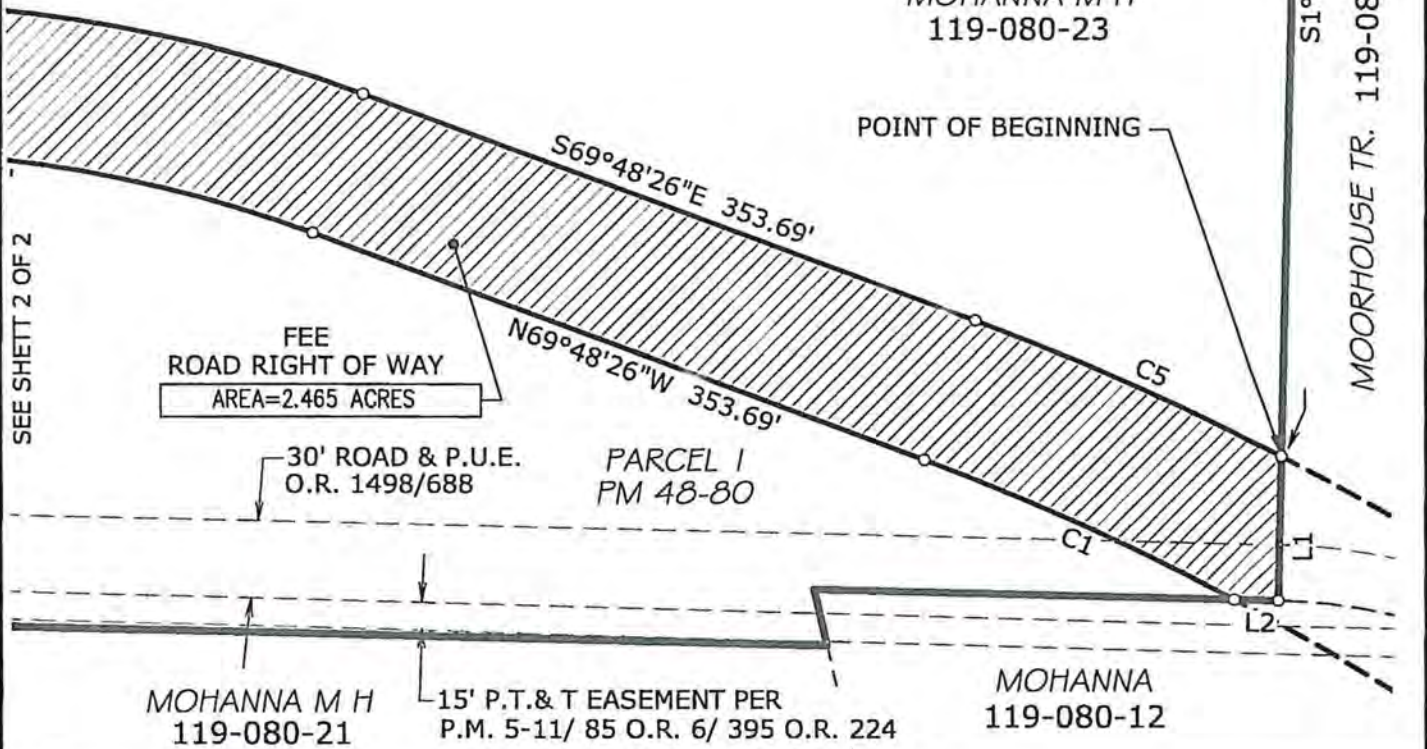
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S01° 17' 57"W	77.72'
L2	N88° 42' 03"W	23.35'
L3	N17° 35' 46"W	55.16'
L4	S72° 24' 14"W	73.00'



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'

MOHANNA M H  
 119-080-23

POINT OF BEGINNING



SEE SHEET 2 OF 2

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



DATE: 10/09/2018

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) 838-0519 • F (916) 838-2479 • www.ctaen.com

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

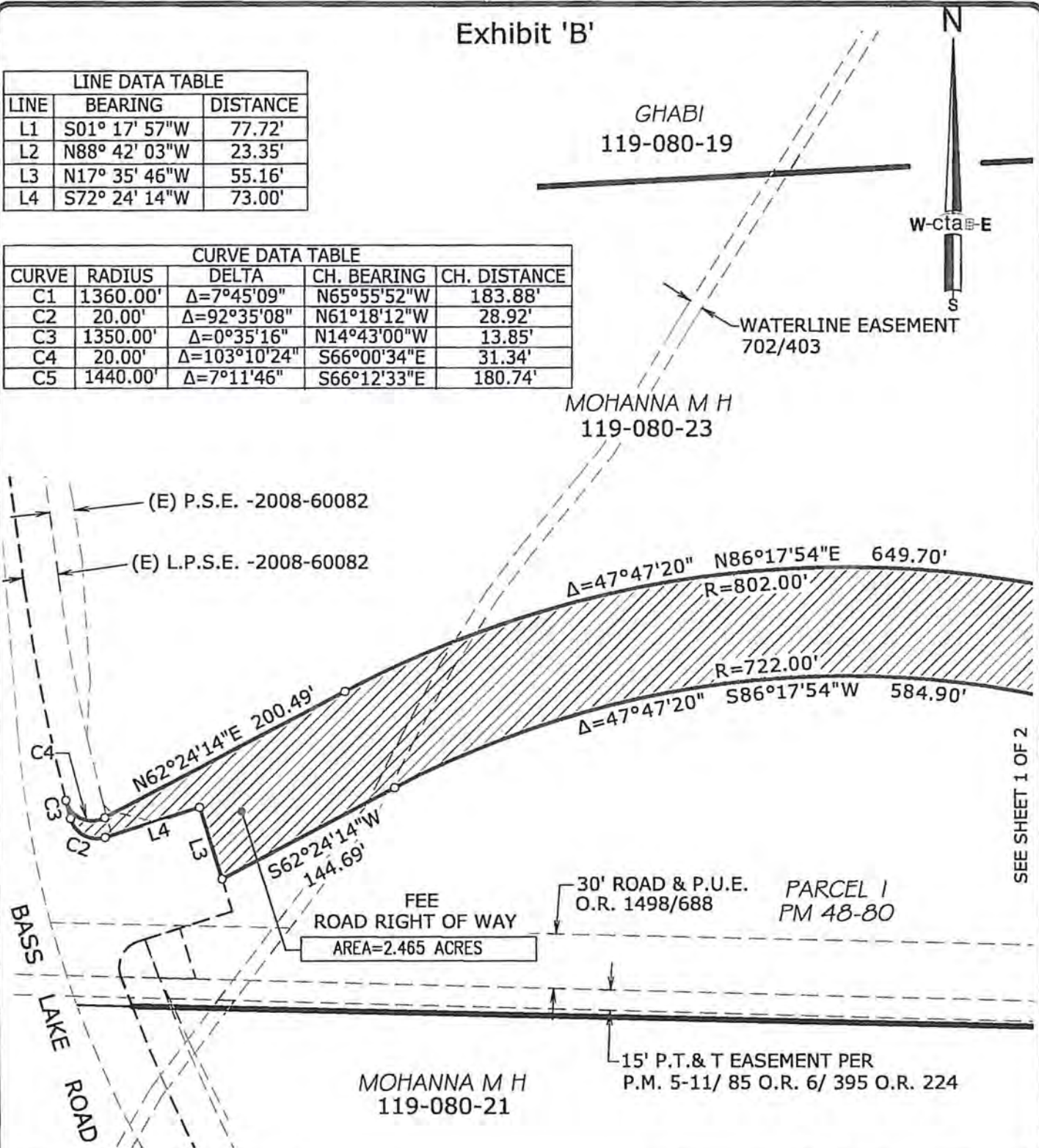
FEE ROAD RIGHT OF WAY  
 A PORTION OF THE S.E. QUARTER  
 OF SECTION 6, T.9N., R.9E., M.D.M.  
 COUNTY OF EL DORADO STATE OF CALIFORNIA



# 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'



SEE SHEET 1 OF 2



DATE: 10/09/2018

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

A.P.N. 119-080-23 FEE ROAD RIGHT OF WAY

**cta** Engineering & Surveying  
 Civil Engineering • Land Surveying • Land Planning  
 3233 Manier Cir., Rancho Cordova, CA 95742  
 T (916) 826-2919 • F (916) 826-2479 • www.ctaenr.com

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: \_\_\_\_\_

Michael Ranalli, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Exhibit D

**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)**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

Notary Public Seal



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. Heaney, P.L.S. 5914



10/09/2018  
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'



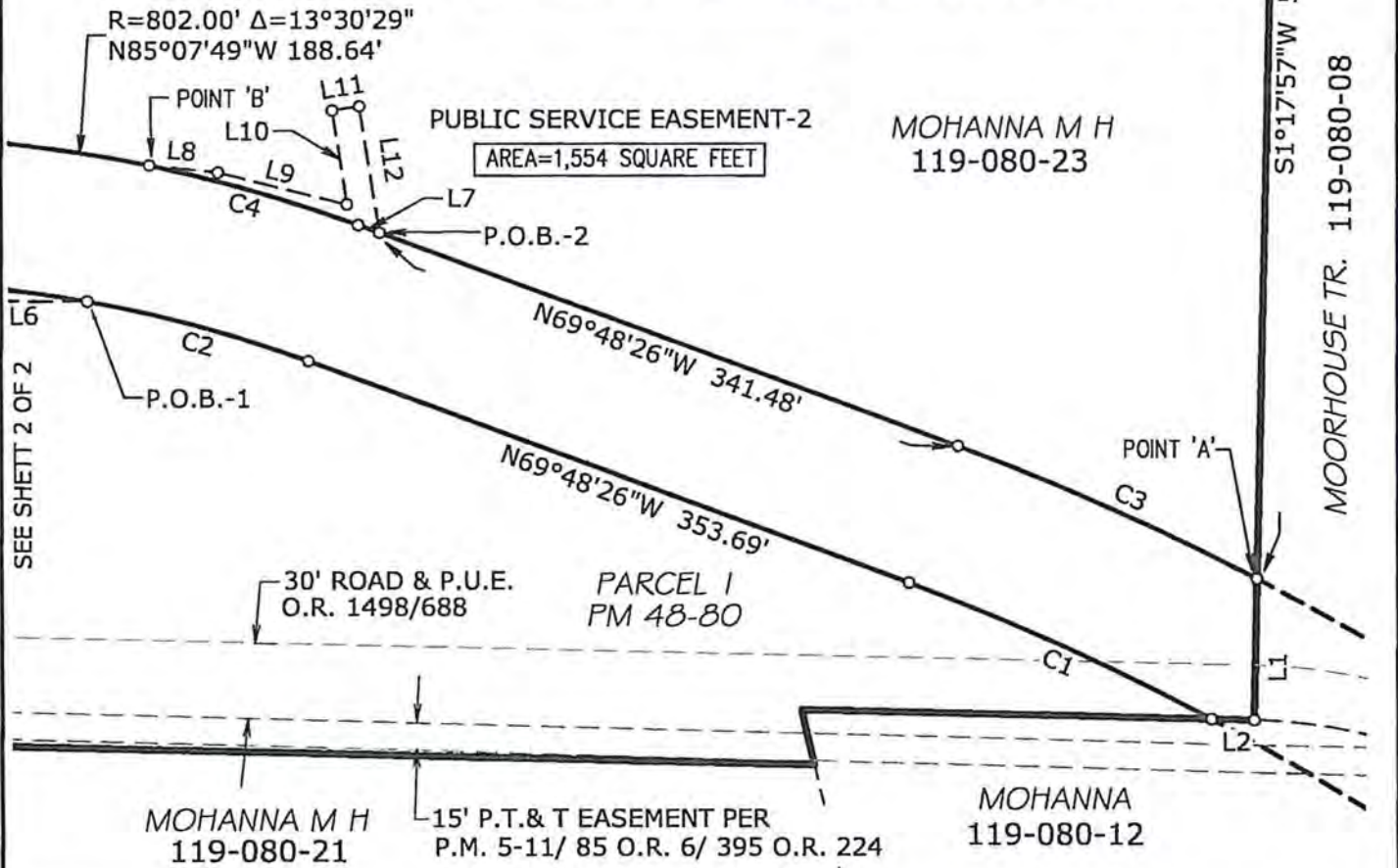
Exhibit 'B'

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

MOHANNA M H  
119-080-21

15' P.T. & T EASEMENT PER  
P.M. 5-11/ 85 O.R. 6/ 395 O.R. 224

MOHANNA  
119-080-12

DATE: 10/09/2018

OWNER:  
M.H. MOHANNA

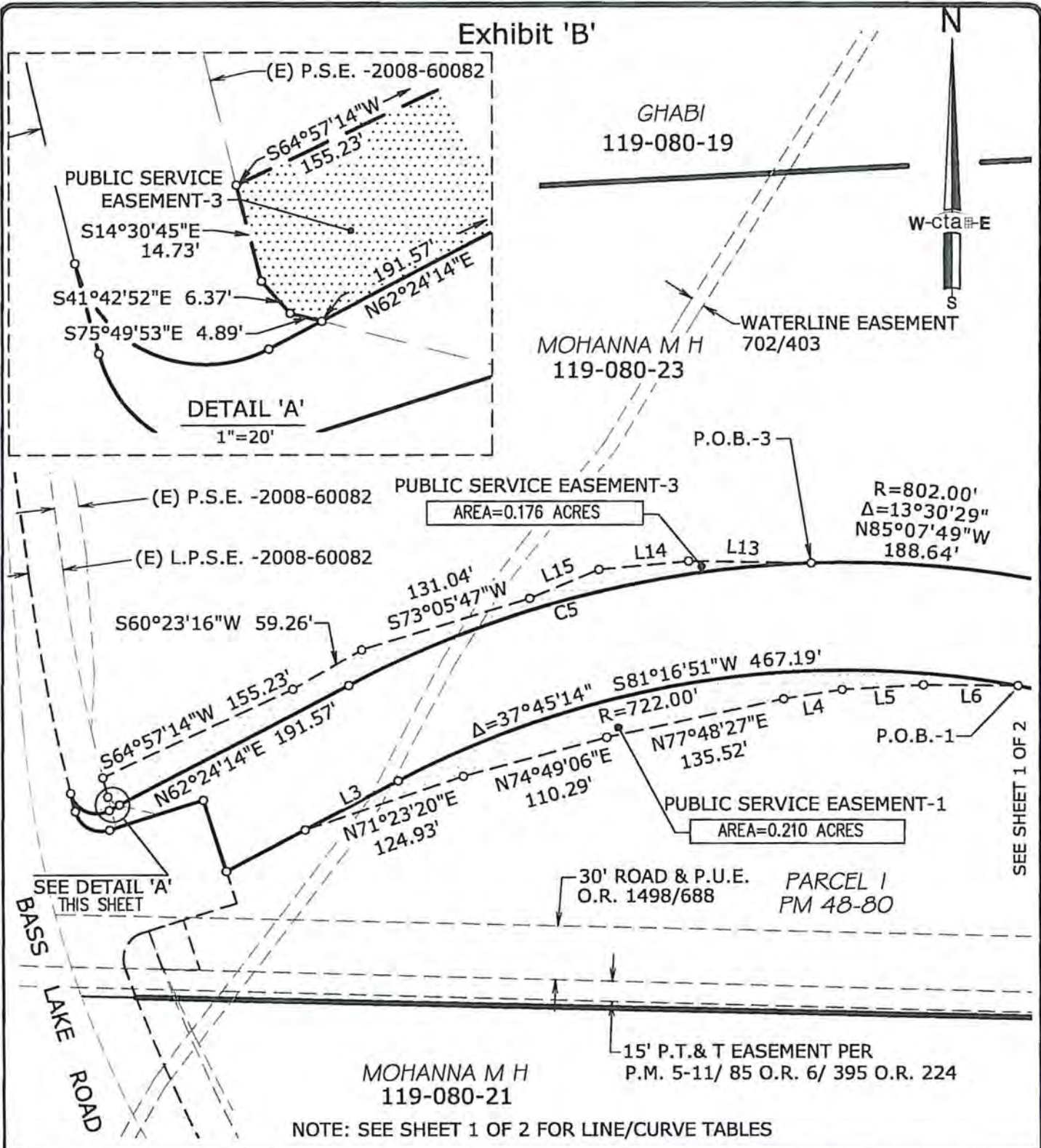
A.P.N. 119-080-23

cta Engineering & Surveying  
Civil Engineering • Land Surveying • Land Planning  
3233 Mosler Circle, Rancho Cordova, CA 95742  
T (916) 638-0918 • F (916) 638-2475 • www.ctaen.net

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



Exhibit 'B'



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



DATE: 10/09/2018

OWNER: <b>M.H. MOHANNA</b>	DATE: 10/08/2018	DRAWN BY: JCC	SHEET 2 OF 2
	SCALE: 1"=100'	JOB NO. 16-017-018	
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) 838-0919 • F (916) 838-2479 • www.ctaeng.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



**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: \_\_\_\_\_

Michael Ranalli, Chair  
Board of Supervisors

ATTEST:

James S. Mitrinin  
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 dollars) 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)**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

On \_\_\_\_\_ 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

Notary Public Seal



**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  $\frac{3}{4}$ " 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' 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'

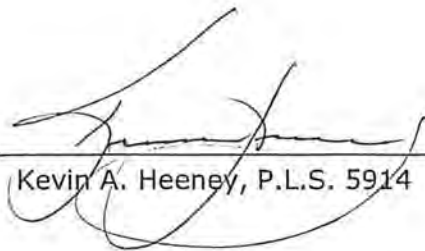
**BEGINNING**; thence leaving said South line along the arc of a non-tangent curve, concave to the Southwest, having a radius of 1360.00 feet, the chord of which bears North 65°55'52" West, 183.88 feet; thence North 69°48'26" West, 353.69 feet; thence along the arc of a curve to the left, having a radius 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



10/02/2017  
Date

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



# Exhibit 'B'

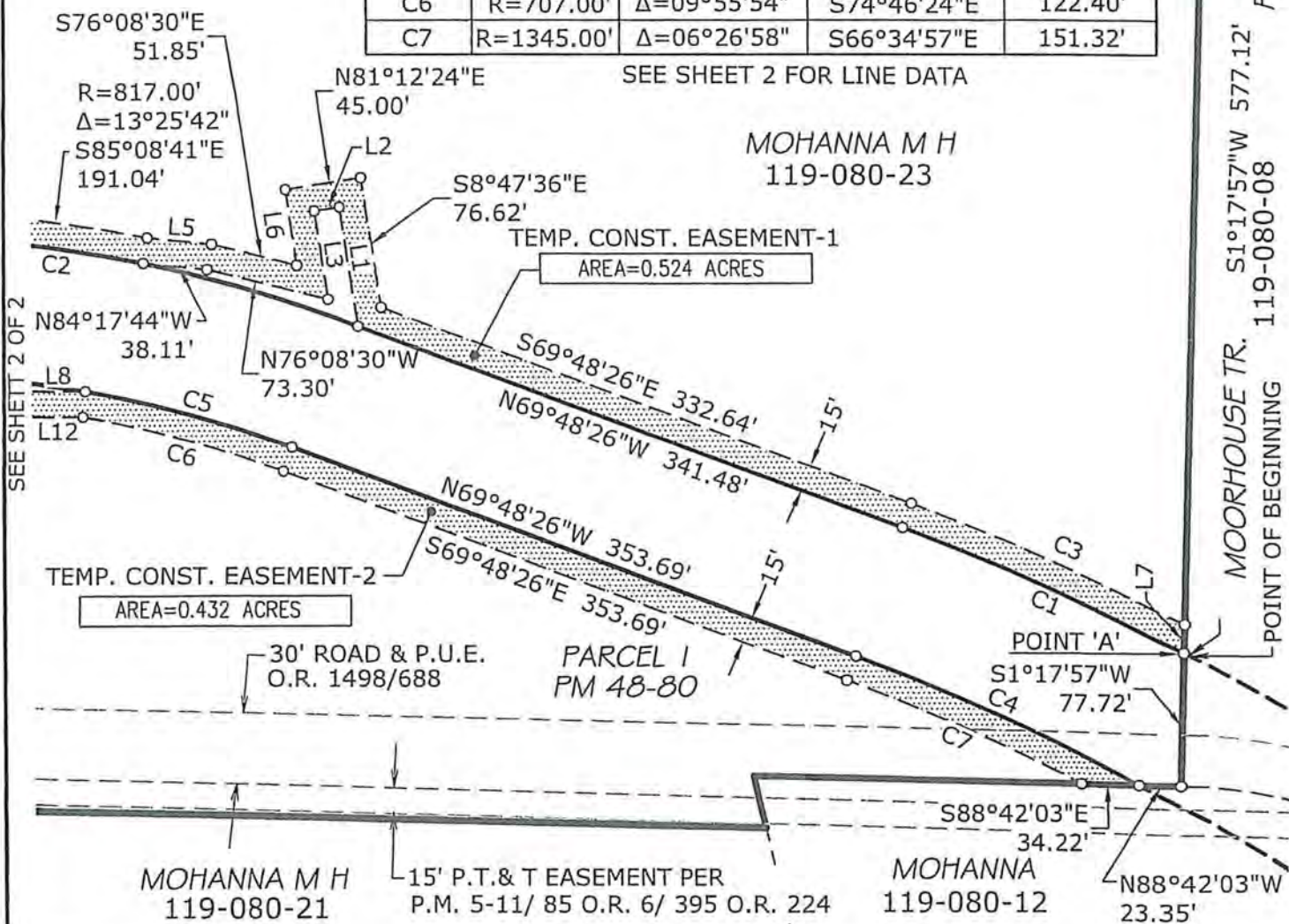
GHABI  
119-080-19

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'	$\Delta=07^{\circ}11'46''$	N66°12'33"W	180.74'
C2	R=802.00'	$\Delta=13^{\circ}30'29''$	N85°07'49"W	188.64'
C3	R=1455.00'	$\Delta=06^{\circ}54'26''$	S66°21'13"E	175.30'
C4	R=1360.00'	$\Delta=07^{\circ}45'09''$	N65°55'52"W	183.88'
C5	R=722.00'	$\Delta=10^{\circ}02'06''$	N74°49'29"W	126.29'
C6	R=707.00'	$\Delta=09^{\circ}55'54''$	S74°46'24"E	122.40'
C7	R=1345.00'	$\Delta=06^{\circ}26'58''$	S66°34'57"E	151.32'

SEE SHEET 2 FOR LINE DATA



SEE SHEET 2 OF 2

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



DATE: 10/02/2017

OWNER:  M.H. MOHANNA	DATE: 04/20/2017	DRAWN BY: KAH	SHEET 1 OF 2
	SCALE: 1"=100'	JOB NO. 16-017-018	
A.P.N. 119-080-23	TEMPORARY CONSTRUCTION EASEMENT		

**cta** Engineering & Surveying  
Civil Engineering • Land Surveying • Land Planning  
3233 Monier Circle, Rancho Cordova, CA 95742  
T (916) 638-0219 • F (916) 638-2478 • www.ctaen.net

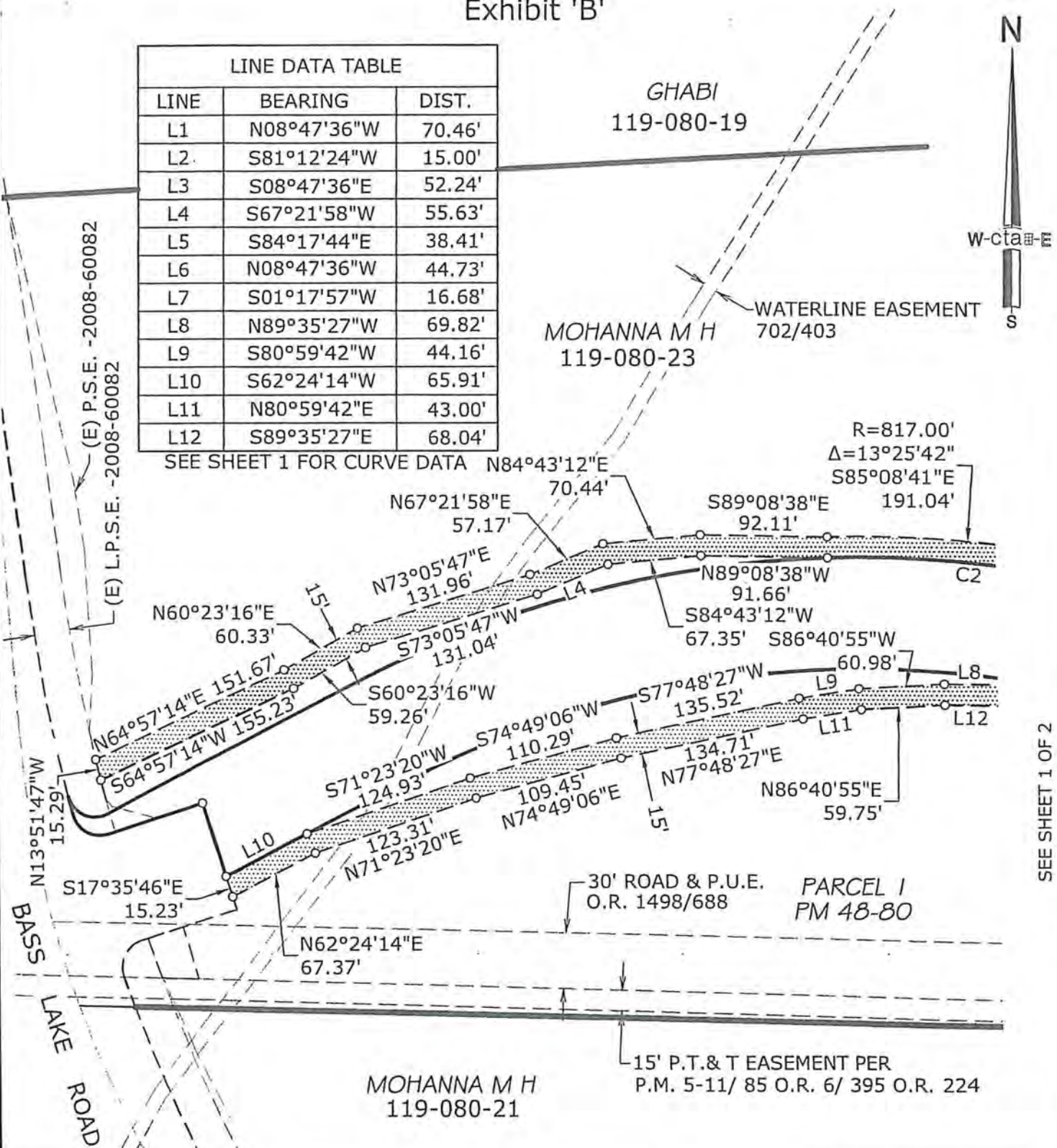
**COUNTRY CLUB DRIVE**  
A PORTION OF THE S.E. QUARTER  
OF SECTION 6, T.9N., R.9E., M.D.M.  
19-0278 B 55 of 91  
COUNTY OF EL DORADO STATE OF CALIFORNIA



# 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 N84°43'12"E



SEE SHEET 1 OF 2



DATE: 10/02/2017

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) 638-0219 • F (916) 638-2479 • www.ctaes.net

DATE: 04/20/2017  
 DRAWN BY: KAH  
 SCALE: 1"=100'  
 JOB NO. 16-017-007  
 SHEET 2 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

19-0278 B-56 of 91



**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:

\_\_\_\_\_  
Michael Ranalli, 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 dollars) 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)**



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA**  
**COUNTY OF \_\_\_\_\_**

On \_\_\_\_\_ 20 \_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

Notary Public Seal

**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.

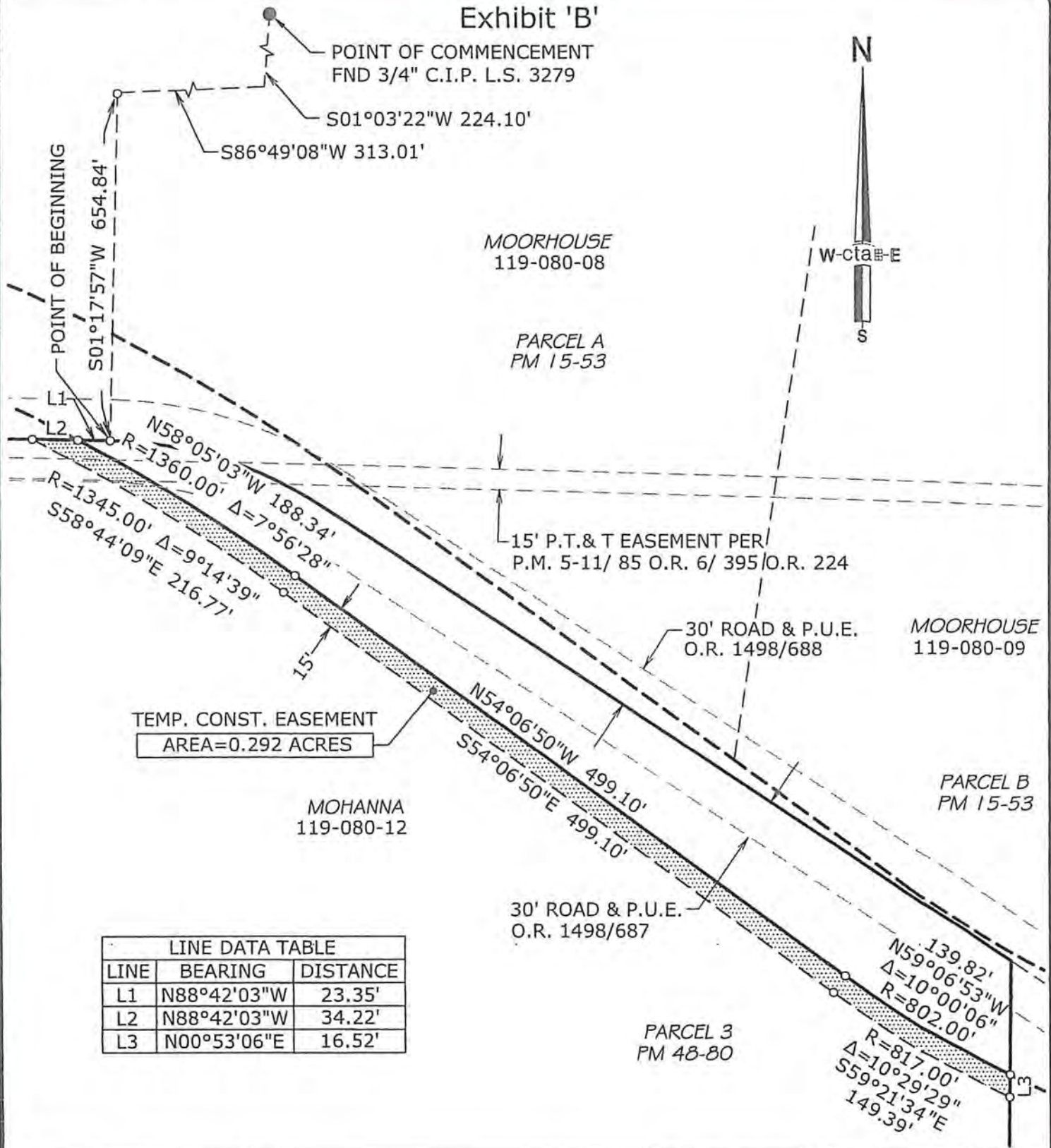
  
Kevin A. Heeney, P.L.S. 5914



10/02/2017  
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: 10/02/2017

OWNER:  M.H. MOHANNA	DATE: 04/20/2017	DRAWN BY: KAH	SHEET 1 OF 1
	SCALE: 1"=100'	JOB NO. 16-017-018	
A.P.N. 119-080-12	TEMPORARY CONSTRUCTION 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.ctaenr.net

**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  
19-0278 B 62 of 91

**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: 119-080-23

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COUNTY OF EL DORADO**

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

Michael Ranalli, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



**SUMMARY STATEMENT RELATING TO THE PURCHASE OF  
REAL PROPERTY OR AN INTEREST THEREIN**

(Form #)

The County proposes to realign Country Club Drive which would connect Bass Lake Road to Tierra de Dios Drive, just north of Highway 50 in El Dorado Hills.

Your property is located within the project area, and is identified by County Assessor parcel numbers 119-080-23 and 119-080-12.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the County purchases real property or an interest therein or each tenant owning improvements on said property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The County will offer to purchase any remnant(s) considered by the County to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired is **Fee Title, Temporary Construction Easement and Permanent Public Service Easement**. The property being purchased comprises 1.01 Acres of Fee Title and .292 Acres of Temporary Construction Easement of APN #119-080-12 and 2.465 Acres of Fee Title, .4217 Acres of Permanent Public Service Easement and .956 Acres of Temporary Construction Easement of APN #119-080-23 and is described in the offer package and exhibits attached thereto, which are attached to the enclosed draft Acquisition Agreement for Public Purposes.
4. The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Appraisal Summary Statement to you for your review and such amount:
  - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
  - b. Is not less than the approved appraisal of the fair market value of the property as improved;
  - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
  - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the County will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF  
REAL PROPERTY OR AN INTEREST THEREIN (Cont.)**

(Form #)

EXHIBIT  
8-EX-16 (REV 1/2008)  
Page 2 of 2

- a. You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the County will not be a party to the contract;
- b. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);
- c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County of El Dorado, Department of Transportation, Attn: ROW Unit 2850 Fairlane Ct., Placerville, CA 95667 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the County concurrent with submission of the Appraisal Cost Reimbursement Agreement. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the Owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the County's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to the County of all or part of your interest in the real property sought to be acquired by the County as set out in Streets and Highways Code Sections 104.2 and 104.12.

(Form #)

Dist.	Co.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
03	ED		EDC 119-080-12 & 119-080-23	N/A	08/24/18

Owner: M.H. Mohanna

Date Acquired: Over 5 years

Property Address: 2120 City Lights Dr.  
El Dorado Hills, CA

Property to be acquired: Part X All   

Total Property Area: 20.03 +/- acres & 19.85 +/- acres

Including Permanent Access Rights: Yes    No X

**STATUTORY BASIS OF VALUATION**

The market value for the property to be acquired by the County is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 define Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other will full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the County is based upon Code of Civil Procedure Section 1263.320 as defined above.

**BASIC PROPERTY DATA**

Interest valued: Fee Simple, Temporary Construction Easement and Permanent Public Service Easement

Date of valuation: August 24, 2018

Original    Updated X

Applicable zoning: RE-10, Estate Residential, 10 ac. Minimum

Area to be acquired: APN #119-080-12:  
1.101 Acres of fee title  
.292 Acres of Temporary Construction Easement

APN #119-080-23:  
2.465 Acres of fee title  
.4217 Acres of Permanent Public Service Easement  
.956 Acres of Temporary Construction Easement

Highest and best use: Rural Residential

Current use: Rural Residential

---

**IMPROVEMENTS WITHIN THE RIGHT OF WAY**

Item: N/A

Size: N/A

Lump Sum Total: \$ None

Value of the Entire Property – LAND ONLY: (119-080-12) \$ 500,000.00

Value of IMPROVED PROPERTY: \$ N/A

Value of the IMPROVEMENTS: \$ N/A

Value of the property being acquired including the following improvements:

Fee Title (\$27,484.26, APN #119-080-12 (\$62,090.89, APN #119-080-23)	\$89,575.15
Permanent Public Service Easement (#119-080-23)	\$10,515.98
Slope & Drainage Easement	\$0
Temporary Construction Easement (\$1,093.38, #119-080-12) (\$3,612.10 #119-080-23)	<u>\$4,705.48 (temporary)</u>

TOTAL \$104,796.61

Value of the remainder as part of the whole LAND ONLY: (#119-080-12)	<u>\$472,515.74</u>
(#119-080-23)	<u>\$427,393.13</u>

Value of the remainder as a separate parcel (cured): \$ N/A

Severance Damages:	
Cost to Cure Damages:	\$ None
Incurable Damages:	\$ None

Total Damages: \$ None

Benefits: \$ None

Net Damages: \$ None

The amount of any other compensation: \$ None

**JUST COMPENSATION FOR ACQUISITION** \$104,796.61

**Rounded To** **\$104,800.00**

Construction Contract Work: \$ N/A

**SEVERANCE DAMAGES**



Cost To Cure Damage Items:	\$ <u>None</u>
Incurable Damages:	\$ <u>None</u>
Total Damages:	\$ <u>None</u>
Benefits:	\$ <u>None</u>
Lump Sum Total:	\$ <u>None</u>
Net Damages: (Total Damages less Benefits)	\$ <u>None</u>

**CONSTRUCTION CONTRACT WORK ITEMS**

1. Removal of trees that are currently within the new Road and Public Utilities area.

**THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY**

1. The Sale Comparison approach is based on the consideration of
  - Comparable land sales.
    - Indicated value by Sales Comparison Approach \$ 500,000.00(ea)
    - See attached sheet for principal transaction. LAND ONLY
  - Comparable land and improved sales
    - Indicated value by Sales Comparison Approach \$ N/A
    - See attached sheet for principal transaction. LAND AND IMPROVEMENTS

**SUMMARY OF THE BASIS FOR JUST COMPENSATION**

The comparables are listed in the table attached to this report.

Comparables 7-10 – sales occurring after original report

Data	Location	Date	Size (Ac)	Zoning	Price	Price/Ac
7	4600 Holly Drive Shingle Springs 090-300-24	Aug-18	10.00	RE-5	\$180,000	\$18,000
8	4345 Screech Owl Creek Rd El Dorado Hills 119-110-05	Jun-18	10.07	RE-10	\$345,000	\$34,260
9	Marble Ridge Road El Dorado Hills 119-110-17	Jun-18	10.09	RE-10	\$230,000	\$22,795
10	Old Bass Lake Road El Dorado Hills 119-040-05	May-18	10.10	RE-10	\$172,000	\$17,030

---

**SUMMARY OF FACTUAL DATA AND CONCLUSIONS**

**Owner:** M. H. Mohanna

**Assessor's Parcel No(s):** 119-080-12, 23

**Location:** North and south sides of City Lights Drive,  
east of Bass Lake Road, El Dorado Hills,  
California

**Legal Description:** See title report in addenda

**Present Use:** Vacant

**Highest and Best Use:** Rural Residential

**Zoning:** RE-10 (Estate Residential – 10 Acre Min.)

**Site Size:** Parcel -12: 20.03± Acres  
Parcel -23: 19.85± Acres

**Interest Appraised:** Fee Simple  
Permanent Public Service Easement  
Temporary Construction Easement

**Date of Value:** August 24, 2018

**Appraised Value:** \$104,800  
(Portion to be Acquired)



**COUNTY OF EL DORADO**  
**COMMUNITY DEVELOPMENT SERVICES**  
**DEPARTMENT OF TRANSPORTATION**

<http://www.edcgov.us/DOT/>

PLACERVILLE OFFICES:

MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667  
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667  
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:

ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150  
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150  
(530) 573-3180 / (530) 577-8402 Fax

**LETTER OF AUTHORIZATION TO RELEASE INFORMATION**

LENDER: \_\_\_\_\_ LOAN #: \_\_\_\_\_

LENDER MAILING ADDRESS: \_\_\_\_\_

LENDER CONTACT #: \_\_\_\_\_ FAX #: \_\_\_\_\_

PARCEL APN: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

SELLERS/BORROWER'S PRINTED NAME: \_\_\_\_\_

SELLERS/BORROWER'S PRINTED NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

ACQUISITION INTEREST(S): \_\_\_\_\_

ESCROW NUMBER: \_\_\_\_\_

Seller/Borrower, hereinafter referred to as "Borrower", authorizes lender and its representatives to discuss and disclose confidential account information regarding Borrower's mortgage loan status and any related financial information regarding the loan pertaining to the above property, including but not limited to terms regarding potential terms of sale or foreclosure of the above property, loan balance and pay-off information and bankruptcy status or as necessary to obtain release of beneficiary interest in acquisition properties, via telephone, in person, by e-mail or regular mail, with and to the following:

Primary Agent Representing County of El Dorado:

(530) 621-5313/tanna.reynoso@edcgov.us

\_\_\_\_\_  
Tanna Reynoso  
Associate Right of Way Agent

\_\_\_\_\_  
Direct Line / Email

**Other Authorized Individuals to include: County Department of Transportation staff, Right of Way staff, and the Designated Escrow Officer assigned to this escrow, its**







**PLACER TITLE COMPANY**  
A MOTHER LODE COMPANY

Placer Title Company  
3840 El Dorado Hills Blvd, Suite 302  
El Dorado Hills, CA 95762  
Phone: (916) 933-4550  
Fax: (916) 782-0987

Order No.: P-263892  
Reference:  
Escrow Officer: Lynette Collins  
Email: lmcollins@placertitle.com  
Email Loan Docs To: 205edocs@placertitle.com

Proposed Insured:  
Proposed Loan Amount:

Proposed Underwriter: Westcor Land Title Insurance Company

Property Address: Bass Lake Road, El Dorado Hills, CA 95762

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: March 26, 2018 at 7:30AM  
Title Officer: Kelly Riddle

The form of policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

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

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

## 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



## EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2018-2019, a lien not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2017-2018:

1st Installment:       \$1,959.81   Paid  
2nd Installment:       \$1,959.81   Due  
Parcel Number:        119-080-23-100  
Code Area:             054-071  
Land Value:            \$370,000.00  
Imp. Value:             \$0.00  
Total Value:            \$370,000.00  
Exemption Amount:     \$0.00

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2017-2018:

1st Installment:       \$1,959.81   Paid  
2nd Installment:       \$1,959.81   Due  
Parcel Number:        119-080-12-100  
Code Area:             054-071  
Land Value:            \$370,000.00  
Imp. Value:             \$0.00  
Total Value:            \$370,000.00  
Exemption Amount:     \$0.00

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
5. Rights of the public and of the County of El Dorado, as to that portion of the herein described property lying within Bass Lake Road, a public road.
6. Easements and/or notes as shown on the Parcel Map filed January 11, 1974, in Book 5 of Parcel Maps, at Page 11, and in Book 15 of Parcel Maps at page 54 which include:  
A. Road and public utilities, and PT&T easement as shown on said Parcel Maps.
7. An easement over said land for pole lines and wires and incidental purposes, as granted to Pacific Telephone Company, in deed recorded November 11, 1915, (book) 85 (page) 6, Official Records.

Affects: All Parcels

No representation is made as to the current ownership of said easement.

8. An easement over said land for underground wires, cables and conduits and incidental purposes, as granted to Pacific Telephone and Telegraph Company, in deed recorded October 11, 1952, (book) 395 (page) 224, Official Records.

Affects: All Parcels

No representation is made as to the current ownership of said easement.

9. An easement over said land for installation, operation and maintenance of electrical transmission facilities and line of towers and incidental purposes, as granted to Pacific Gas and Electric Company, in deed recorded April 17, 1963, (book) 633 (page) 163, Official Records.

Affects: south portion of Parcel 2

No representation is made as to the current ownership of said easement.

10. An easement over said land for water pipelines and incidental purposes, in favor of Margaret Mayhew, in deed recorded August 3, 1964, (book) 702 (page) 403, Official Records.

Affects: Parcel 1

No representation is made as to the current ownership of said easement.

11. A Road Maintenance Agreement and Agreement forming Homeowners Association for Road Maintenance upon the terms, covenants and provisions contained therein, executed by George L. Cook, et al, recorded April 5, 1974, as (book) 1254 (page) 824, Official Records, also recorded in Agreement recorded on September 30, 1974 in book 1287 at page 300.

Amendment to Agreement forming Homeowners Association and road Maintenance shown above recorded April 29, 1974 in book 1258 at page 393 official records.

12. Liens and charges for upkeep and maintenance as set forth in the above mentioned Agreements in book 1254 page 824; book 1287 page 300 and book 1258 page 393, payable to Bass Lake 50 Homeowners Association.

13. An easement over said land for road and public utilities and incidental purposes, as granted to Algrid Altmann, in deed recorded November 18, 1976, (book) 1448 (page) 261, Official Records.

Affects: All of the Parcels herein shown

No representation is made as to the current ownership of said easement.

14. Terms and provisions set forth in Bass Lake Hills Specific Plan Development Agreement, recorded January 30, 1998 in book 5087 at page 222 official records.

15. Easements and/or notes as shown on the Parcel Map filed September 19, 2003, in Book 48 of Parcel Maps, at Page 80, which include:
  - A. road and public utilities: the southerly portion of parcel 1

- B. 80 foot PG&E easement: affects the southerly portion of parcel 2
- C. 15 foot P.T.& T. easement as shown on said map
- D. 10 foot water line easement: affects parcel 1

16. Deed of Trust to secure an indebtedness of \$1,032,000.00, dated May 8, 2003, recorded May 9, 2003, (instrument) 2003-46941, Official Records.

Trustor: M.H. Mohanna, a married man dealing with his sole and separate property  
 Trustee: Inter-County Title Co. of El Dorado County  
 Beneficiary: KRRD Investments Inc.  
 Loan No.: na

Affects all of said Parcels shown, with other property

Assignment of Deed of trust as Collateral Security was executed by KFRD Investments Inc. to Alfred Eugene Altmann, as Trustee of the Altmann Family Trust-Trust A (the Survivor Trust) u/d/t April 14, 1998, recorded May 0, 2003 in series no. 2003-46942 official records.

The Beneficial Interest under said Deed of Trust was assigned of record to Alfred Eugene Altmann, as Trustee of the Altmann Family Trust-Trust A (the survivor Trust u/d/t April 14, 1988), by assignment, recorded February 9, 2010, (instrument) 2010-6051, Official Records.

17. An easement over said land for Landscape and Public Service easement and incidental purposes, as granted to the County of El Dorado, in Offer of Dedication recorded December 19, 2008, (instrument) 2008-60082, Official Records.

Affects: the westerly portion of Parcel 1, as shown on map attached to said document

No representation is made as to the current ownership of said easement.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is vacant land and that the property address is:

Bass Lake Road, El Dorado Hills, CA 95762

\*\*\*NOTICE REGARDING MAPS

Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.



**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 06-05-14)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

## EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.



### EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

### 2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

### EXCLUSIONS FROM COVERAGE (continued)

3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

## ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



**NOTICE**  
**FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
  2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
  3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership or LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.



**NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama, LLC  
National Closing Solutions of Maryland, Inc.  
Texas National Title

Placer Title Company  
Placer Title Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Company  
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**PRIVACY POLICY**  
**Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

**Who is Covered**

Our Privacy Policy applies to each customer who purchases a WLTIC title insurance policy. Typically, this means that the customer covered by our Privacy Policy at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

It is the policy of WLTIC not to share nonpublic personal information that it collects with anyone other than our policy issuing agents as necessary to complete the real estate settlement services and issue the title insurance policy requested by our customer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures to those that WLTIC uses to protect this information and only to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

POR. SECS. 6 & 7, T.9N., R.9E., M.D.M.

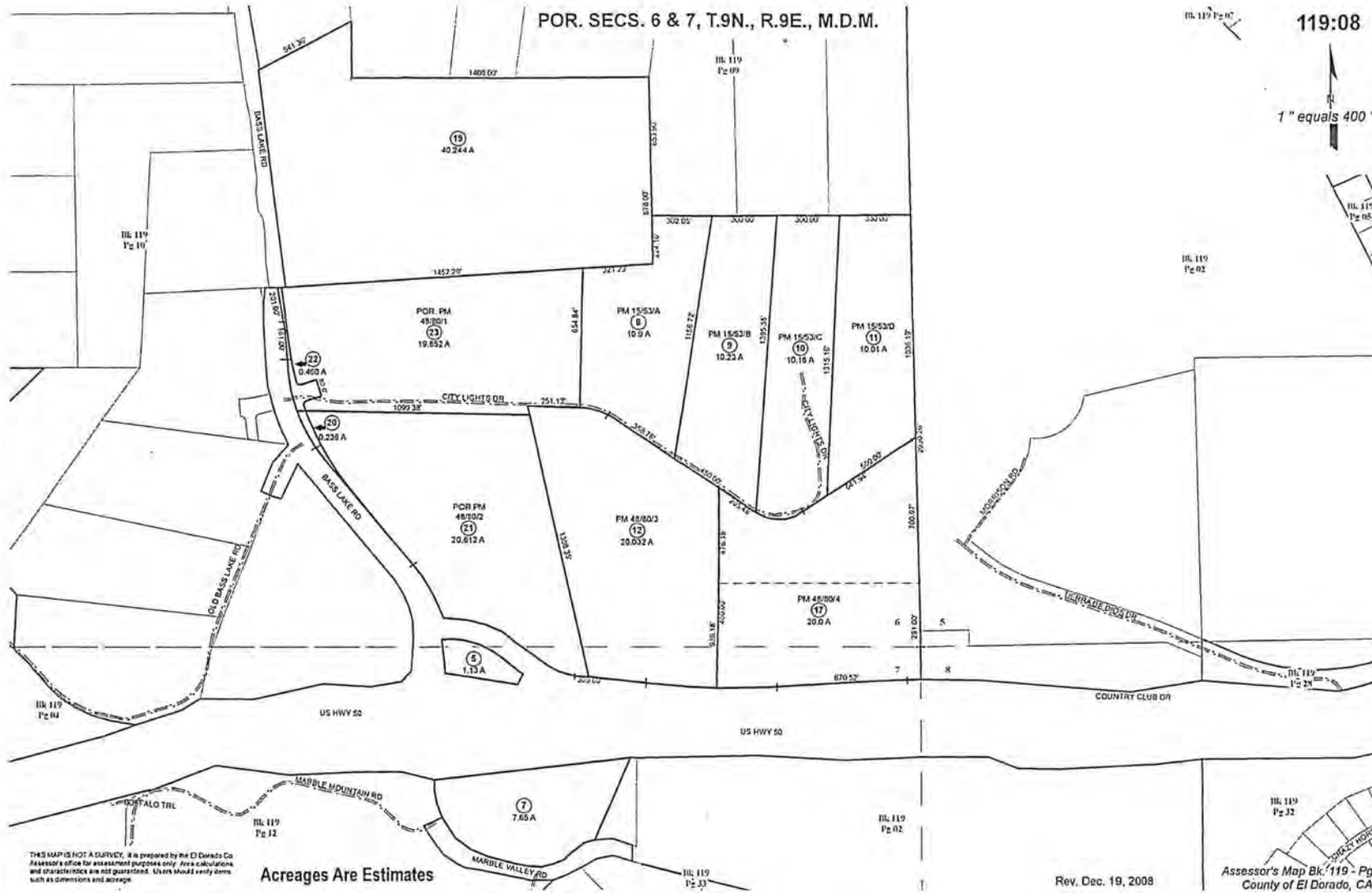
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1" equals 400'



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THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co Assessor's office for assessment purposes only. Area calculations and characteristics are not guaranteed. Users should verify items such as dimensions and acreage.

Acreages Are Estimates

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County of El Dorado, CA