

Sellers: Guire  
APN: 071-500-42  
Project # 72304  
Escrow #: 205-14089

## 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 **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, referred to herein as (“Sellers”), with reference to the following facts:

### RECITALS

- A. Sellers own that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Pacific Gas and Electric Company (PG&E) Easement as described and depicted in Exhibit C and the exhibits thereto, a Public Utility Easement as described and depicted in Exhibit D and the exhibits thereto, and a Drainage Easement as described and depicted in Exhibit E and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit F and the 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:

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## AGREEMENT

### 1. ACQUISITION

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

### 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$2,426.30 for the fee title, \$182.63 for the Public Utility Easement, \$830.95 for the Pacific Gas and Electric (PG&E) Easement, \$1,060.20 for the Drainage Easement, \$517.64 for a Temporary Construction Easement and \$5,061.00 for damages, for a total amount of \$10,132.72 rounded to \$10,150.00 (Ten-thousand One-hundred Fifty-Dollars, exactly) which represents the total amount of compensation to Sellers.

### 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-14089 which has been opened at Placer Title Company ("Escrow Holder") 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA 95762; Attention: Becky Slak. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement Deeds from Sellers to County for the Acquisition Properties. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than March 15, 2013, unless the closing date is extended by mutual

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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 Easements.

**5. TITLE**

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

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.205-14089, if any; and
- C. Exceptions numbered 1 and 2 paid current, and subject to item 3, 4, 5, 6, 7, 8, 9 and 10 as listed in said preliminary title report.

Sellers agree all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County

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free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Sellers, subject only to those exceptions set forth hereinabove.

**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

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

**7. WARRANTIES**

Sellers warrant that:

- A. Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have no knowledge of any violations of, or notices concerning defects or 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

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in this Agreement shall survive delivery of the deeds.

**8. PRORATION OF TAXES**

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

**9. ASSESSMENTS**

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

**10. NO ENVIRONMENTAL VIOLATIONS**

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

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**11. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements incidental to Northside School Class I Bike Path Phase 1 Project # 72304, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of the execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**12. 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.

**13. REAL ESTATE BROKER**

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

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

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or

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disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant and Easement Deeds.

C. Escrow Holder shall:

- (i) Record the Grant Deed and Easement Deeds for the Acquisitions,
- (ii) Properties described and depicted in Exhibit B, C, D, E and F and the exhibits thereto, together with County's Certificates of Acceptance.
- (iii) Cause the policy of title insurance to be issued.
- (iv) Deliver the just compensation to Sellers.

**15. TIME IS OF THE ESSENCE**

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

**16. BEST EFFORTS**

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

**17. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as

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follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLERS: Ronald and Alice Guire  
1161 State Highway 193  
Cool, CA 95614**

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

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

**18. 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.

**19. 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.

**20. 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.



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**21. 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.

**22. 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.

**23. LEASE WARRANTY PROVISION**

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

**24. CONSTRUCTION CONTRACT WORK**

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

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater will be removed, cut and placed within the new property line for Sellers to use as firewood.
- B. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately 6 inches

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inside new property line, where applicable.

- C. County or County's contractor or authorized agent will remove existing AB rock base on access driveway from approximately ST 24+75 to ST 28+25 and stockpile on Sellers's property.
- D. County or County's Contractor or authorized agent will grade the portion of access driveway, as depicted in Construction Details Plan Sheet C-8 and spread stockpiled AB rock base on the new portion of access driveway.
- E. County or County's contractor or authorized agent will remove any existing water, landscaping and/or in-ground low voltage electrical lines that are in conflict with new portion of access driveway and re-trench and repair/replace, where applicable, with new water, landscaping and/or in-ground low voltage electrical lines.
- F. County or County's contractor or authorized agent will remove the existing mailbox at the driveway entrance and repair/reconstruct and/or replace, where applicable, and relocate to suitable US Post Office approved location. Reconstruction and/or replacement of mailbox will be of like materials and workmanship.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

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

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Number 071-500-42) where necessary, to perform the work as described in Section 24 of this Agreement. Sellers understand and agree that after completion of the work described in Section 24, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

**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.

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**SELLERS: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

Date: 11/14/12 By: , Trustee  
Ronald W. Guire, Trustee

Date: 11/14/12 By: , Trustee  
Alice L. Guire, Trustee

**COUNTY OF EL DORADO:**

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

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

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

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

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

**ALL THAT PORTION OF SECTIONS 17, 18, 19 AND 20, TOWNSHIP 12 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 30, 1993 IN BOOK 44 OF PARCEL MAPS AT PAGE 80.**

**A.P.N. 071-500-42-100**

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 071-500-42

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

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A3" AND AS DEPICTED IN EXHIBIT "B3" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

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

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

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

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the

EXHIBIT "B"

purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Ronald W. Guire, Trustee

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Alice L. Guire, Trustee

**Notary Acknowledgements To Follow**

**Exhibit 'A3'**  
**(36167-4)**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 265.57 feet to the beginning of a curve to the left having radius of 10,048.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way, North 08° 06' 37" West 10.00 feet; thence North 75° 38' 11" East 130.73 feet; thence North 85° 04' 24" East 179.75 feet; thence North 86° 04' 14" East 58.40 feet; thence South 08° 06' 37" East 10.00 feet to said northerly right of way; thence along said right of way South 81° 53' 23" West 367.66 feet to the POINT OF BEGINNING. Containing 6,385 square feet more or less. See Exhibit B3, attached hereto and made a part hereof.

Together with, underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for right of way acquisition purposes.

  
Loren A. Massaro      P.L.S. 8117



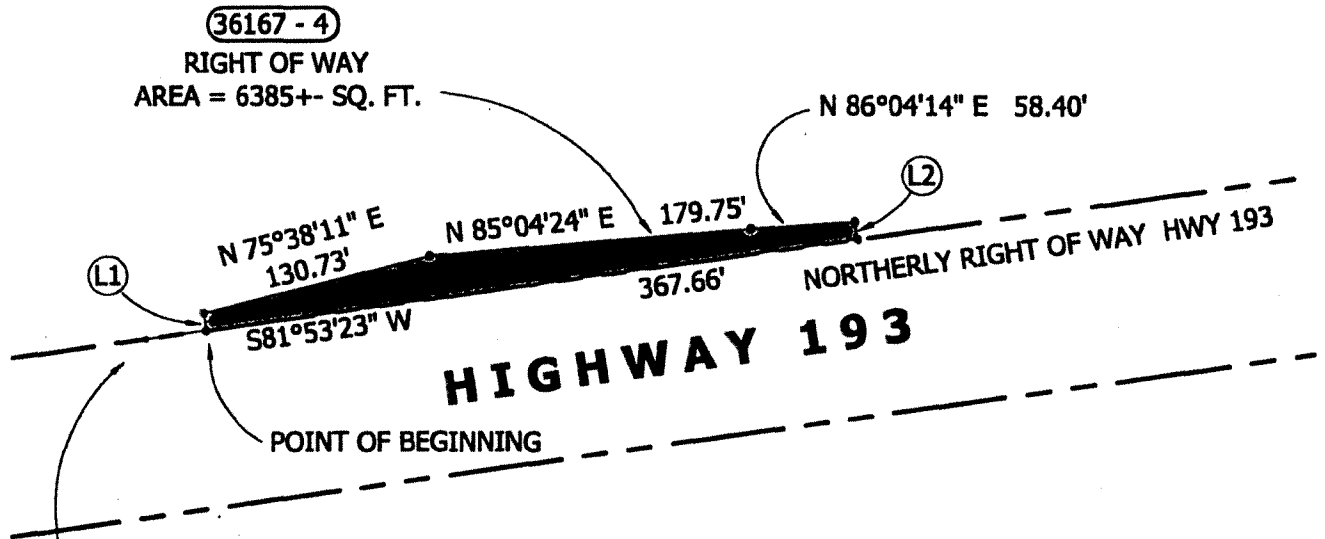
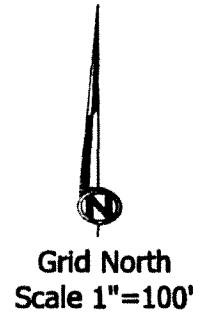
Dated: 10.21.2012



# EXHIBIT 'B3'

Situate in Sections 17 and 18  
Township 12 North, Range 9 East, M.D.M.  
Being a portion of Parcel 1 P.M. 44-80  
El Dorado County State of California

GUIRE TRUST  
DOC NO. 2008-60136  
APN 071-500-42  
PARCEL 1 P.M. 44-80



TIE TO SW COR.  
1) S 81°53'23" W 265.57'  
2) R = 10,048.51 Δ = 00° 32' 34" L = 95.20'  
CH = S 81° 37' 06" W 95.20'

- (L1) N 08°06'37" W 10.00'
- (L2) S 08°06'37" E 10.00'



**EXHIBIT "C"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN:071-500-42

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 UTILITY EASEMENT**

**For Valuable Consideration**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008** hereinafter called GRANTOR, owner of the real property herein described, grants to the **PACIFIC GAS AND ELECTRIC COMPANY**, a public utility easement, for any and all public purposes, over, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits A2 and B2, attached hereto and made a part hereof.**

Said public utility easement shall include rights of way necessary for the distribution of electric energy and communication purposes, poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

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

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

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

**EXHIBIT "C"**

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

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

**IN WITNESS WHEREOF**, GRANTORS has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTORS: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE  
GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire

By: \_\_\_\_\_  
Alice L. Guire

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

**Exhibit 'A2'**  
**(36167-3)**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 633.24 feet to the beginning of a curve to the left having radius of 10,048.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way North 08° 06' 37" West 10.00 feet; thence South 86° 04' 14" West 58.40 feet; thence South 85° 04' 24" West 179.75 feet; thence South 75° 38' 11" West 71.04 feet; thence South 88° 58' 40" West 47.73 feet; thence North 01° 01' 20" West 30.00 feet; thence North 88° 58' 40" East 201.76 feet; thence North 84° 53' 56" East 133.21 feet; thence North 84° 42' 53" East 136.75 feet; thence South 77° 58' 40" East 39.32 feet to said northerly right of way; thence along said right of way South 81° 53' 23" West 154.76 feet to the POINT OF BEGINNING. Containing 7,289 square feet more or less. See exhibit B2, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel as an easement to Pacific Gas and Electric Company.

*Loren A. Massaro*

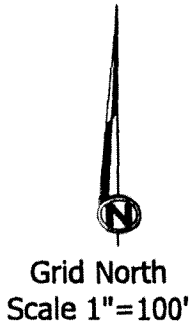
Loren A. Massaro P.L.S. 8117

Dated: 08.21.2012

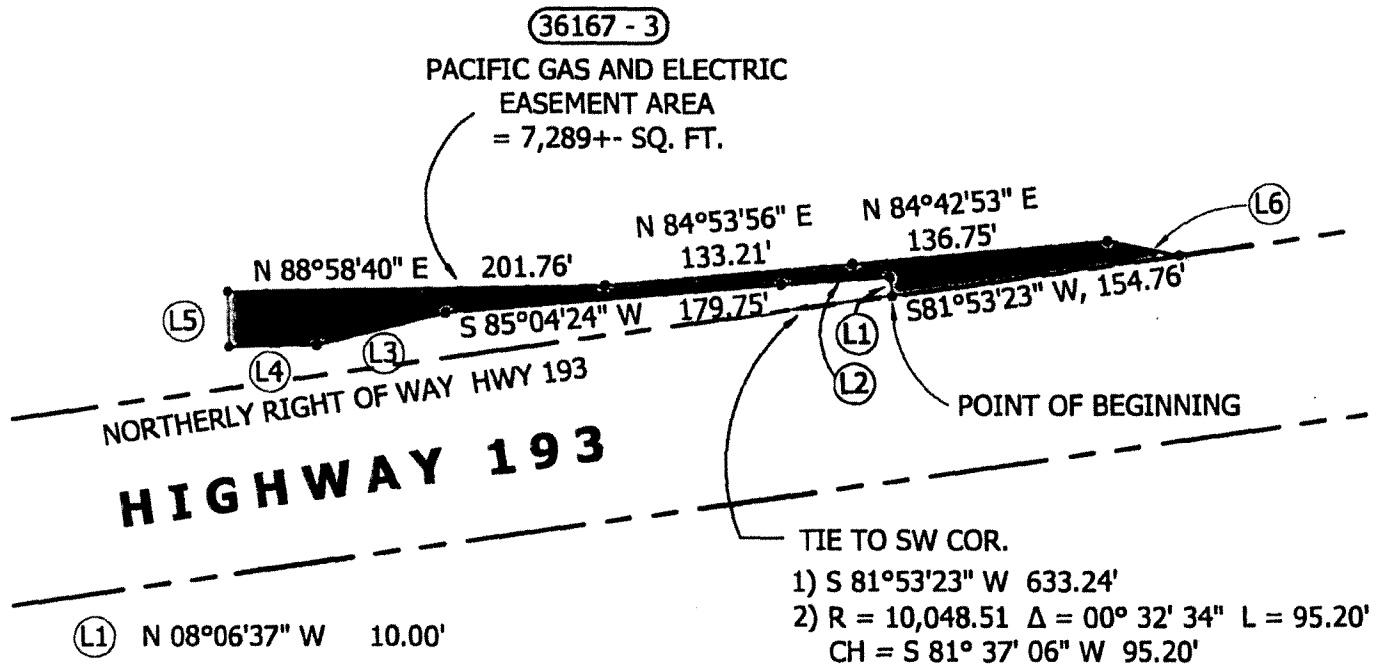


# EXHIBIT 'B2'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California



GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



- (L1) N 08°06'37" W 10.00'
- (L2) S 86°04'14" W 58.40'
- (L3) S 75°38'11" W 71.04'
- (L4) S 88°58'40" W 47.73'
- (L5) N 01°01'20" W 30.00'
- (L6) S 77°58'40" E 39.32'



**EXHIBIT "D"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN 071-500-42

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

Mail Tax Statements to above:  
Exempt from Documentary Transfer Tax  
Per Revenue & Taxation Code 11922

**PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

**EXHIBIT "D"**

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**Notary Acknowledgments Attached**

**Exhibit 'A1'**  
**(36167-2 & 36167-5)**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

**Tract 1**

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 48.04 feet to the beginning of a curve to the left having radius of 10,058.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way North 78° 06' 01" East 92.34; thence North 80° 06' 35" East 125.46 feet; thence South 08° 06' 37" East 10.00 feet to said northerly right of way; thence along said right of way South 81° 53' 23" West a distance of 217.54 feet to the POINT OF BEGINNING. Containing 1,290 square feet more or less.

**Together with:**

**Tract 2**

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 787.99 feet to the beginning of a curve to the left having radius of 10,058.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way North 77° 58' 40" West 9.58 feet; thence , North 82° 44' 49" East 150.73 feet; thence South 08° 06' 37" East 1.04 feet to said right of way; thence along said right of way South 81° 53' 23" West 141.89 feet to the POINT OF BEGINNING. Containing 312 square feet more or less. See Exhibit 'B1', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances



The purpose of this description is to describe those portions of said parcel as an easement for public utilities purposes.

*Loren A. Massaro*

Loren A. Massaro P.L.S. 8117

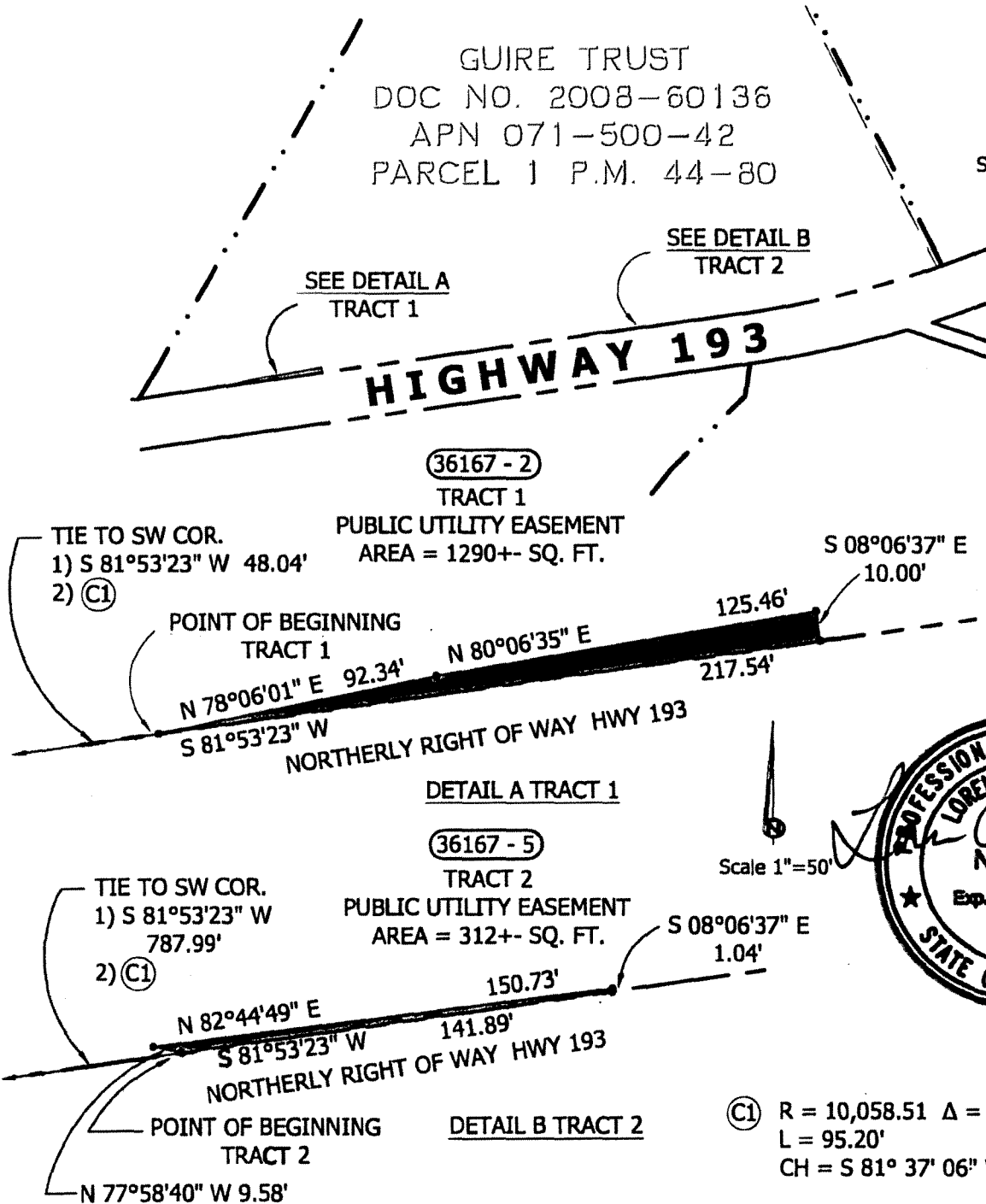
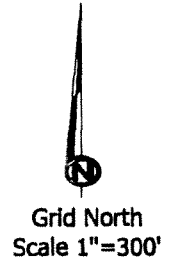
Dated: 08.21.2012



# EXHIBIT 'B1'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



**EXHIBIT "E"**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 071-500-42

Above section for Recorder's use

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

**GRANT OF DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a drainage easement for construction and maintenance of drainage facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

**EXHIBIT "E"**

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**Notary Acknowledgements Follow**

**Exhibit 'A'**  
**(36167-1 & 36167-6 )**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

**Tract 1**

Beginning on the northerly right of way of State Highway 193, said county and state, at the southwest corner of said parcel; thence from said POINT OF BEGINNING along the westerly boundary of said parcel North 30° 12' 39" East 12.84 feet to the beginning of a non-tangent curve to the right having a radius of 10,058.51 feet; thence leaving said boundary, along said curve through a central angle of 00° 06' 40" an arc length of 19.50 feet, said curve being subtended by a chord which bears North 81° 26' 54" East 19.50 feet; thence South 08° 29' 46" East 10.00 feet to said northerly right of way and the beginning of a non tangent curve the left having a radius of 10,048.51 feet; thence along said right of way and curve through a central angle of 00° 09' 25" an arc length of 27.53 feet, said curve being subtended by a chord which bears South 81° 25' 31" West 27.53 feet to the POINT OF BEGINNING. Containing 235 square feet more or less.

**Together with:**

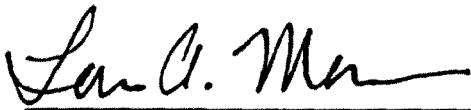
**Tract 2**

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southeasterly corner of said parcel 1 bears along a curve to the left having a radius of 2,049.70 feet, through a central angle of 01° 51' 52" an arc length of 66.70 feet, said curve being subtended by a chord which bears North 71° 30' 46" East 66.70 feet; thence from said POINT OF BEGINNING along said right of way along a curve to the right having a radius of 2,049.70 feet through a central angle of 09° 26' 41" an arc length of 337.87 feet, said curve being subtended by a chord which bears South 77° 10' 03" West 337.49 feet; thence South 81° 53' 23" West 19.71 feet; thence leaving said right of way North 08° 06' 37" West 15.00 feet; thence North 81° 53' 23" East 19.71 feet to the beginning of a curve to the left having a radius of 2,034.70 feet; thence along said curve through a central angle of 09° 26' 41" an arc length of 335.40 feet, said curve being subtended by a chord which bears North 77° 10' 03" East 335.02 feet; thence South 17° 33' 18" East 15.00 feet to the POINT OF BEGINNING. Containing 5,345 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances

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



Loren A. Massaro P.L.S. 8117

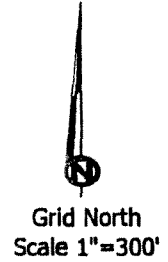
Dated: 10.21.2012



# EXHIBIT 'B'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80

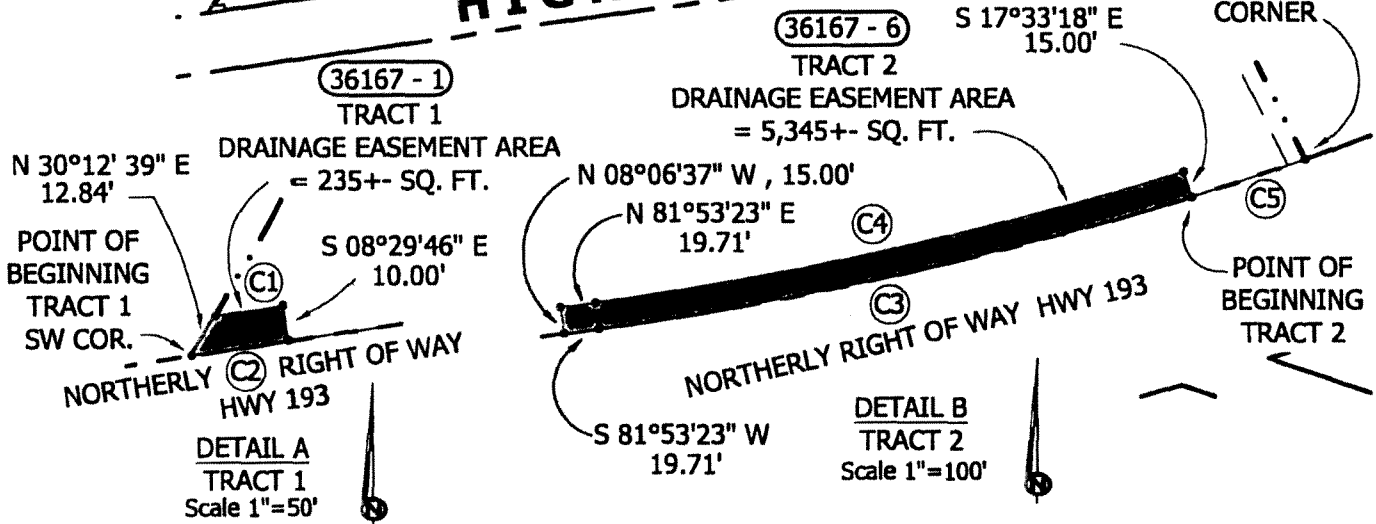


SEE DETAIL A  
 TRACT 1

SEE DETAIL B  
 TRACT 2

**HIGHWAY 193**

S.E.  
 CORNER



DETAIL A  
 TRACT 1  
 Scale 1"=50'

DETAIL B  
 TRACT 2  
 Scale 1"=100'

- Ⓒ1 R = 10,058.51 Δ = 00° 06' 40" L = 19.50'  
 CH = N 81° 26' 54" E 19.50'
- Ⓒ2 R = 10,048.51 Δ = 00° 09' 25" L = 27.53'  
 CH = S 81° 25' 31" W 27.53'
- Ⓒ3 R = 2,049.70' Δ = 09° 26' 41" L = 337.87'  
 CH = S 77° 10' 03" W 337.49'
- Ⓒ4 R = 2,034.70' Δ = 09° 26' 41" L = 335.40'  
 CH = N 77° 10' 03" E 335.02'
- Ⓒ5 R = 2,049.70' Δ = 01° 51' 52" L = 66.70'  
 CH = N 71° 30' 46" E 66.70'



## EXHIBIT "F"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

**APN: 071-500-42**

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

### TEMPORARY CONSTRUCTION EASEMENT

**RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits "A4" and "B4" 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 **\$517.64** (FIVE HUNDRED SEVENTEEN DOLLARS AND 64/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 1 (SR193) Project #72304 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of



**EXHIBIT "F"**

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

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$21.57 (Twenty-One Dollars and Fifty-Seven Cents) monthly will be paid to the Grantor, until construction is completed.
- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

Executed on: \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**(A Notary Public Must Acknowledge All Signatures)**

**Exhibit 'A4'**  
**(36167-7)**

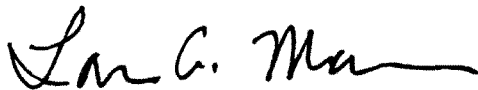
All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

Beginning at a point from which the southwesterly corner of said parcel 1 bears the following three (3) courses: 1) South 08° 06' 37" East 9.54 feet; 2) South 81° 53' 23" West 250.57 feet to the beginning of a curve to the left having radius of 10,048.51 feet; and 3) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING North 08° 06' 37" West 18.94 feet; thence North 75° 38' 11" East 145.28 feet; thence North 85° 04' 24" East 196.16 feet; thence South 05° 06' 04" East 20.26 feet; thence South 86° 04' 14" West 14.82 feet; thence South 85° 04' 24" West 179.75 feet; thence South 75° 38' 11" West 130.73 feet; thence South 80° 06' 35" West 15.01 feet to the POINT OF BEGINNING, containing 6,811 square feet or 0.16 acres more or less. See Exhibit B4, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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




Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County D.O.T.



Dated: 10.16.2012

# EXHIBIT 'B4'

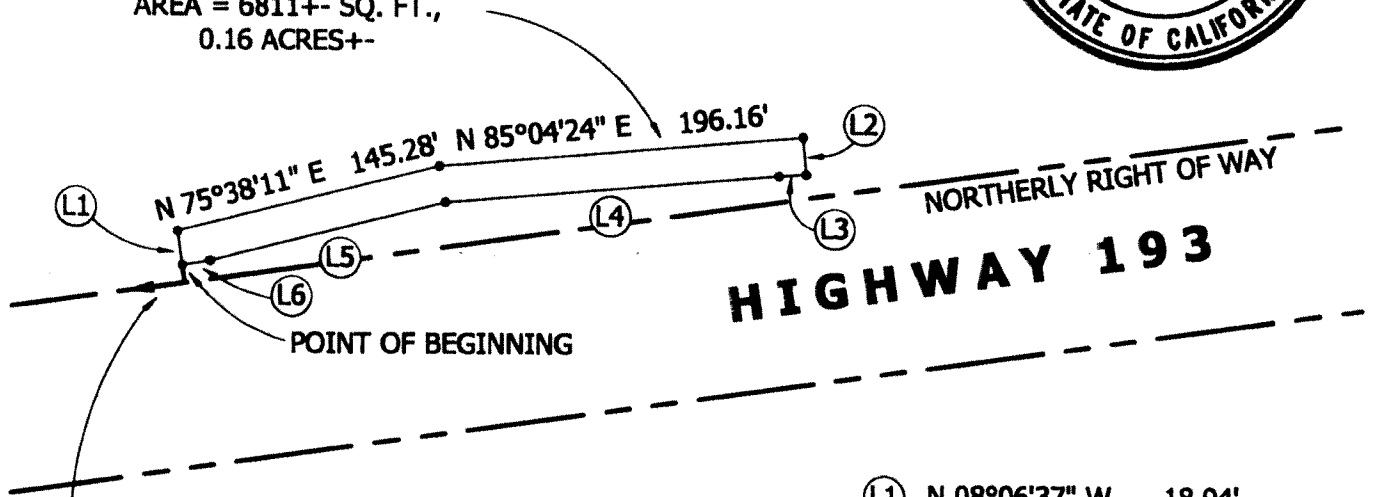
Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

  
 Grid North  
 Scale 1"=100'

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



**36167-7**  
 CONSTRUCTION EASEMENT  
 AREA = 6811+- SQ. FT.,  
 0.16 ACRES+-



TIE TO SW COR.  
 1) S 08°06'37" E 9.54'  
 2) S 81°53'23" W 250.57'  
 3) R = 10,048.51 Δ = 00° 32' 34" L = 95.20'  
 CH = S 81° 37' 06" W 95.20'

- (L1) N 08°06'37" W 18.94'
- (L2) S 05°06'04" E 20.26'
- (L3) S 86°04'14" W 14.82'
- (L4) S 85°04'24" W 179.75'
- (L5) S 75°38'11" W 130.73'
- (L6) S 80°06'35" W 15.01'

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 071-500-42

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

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

### GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A3" AND AS DEPICTED IN EXHIBIT "B3" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

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

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

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

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the

purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**Notary Acknowledgements To Follow**

**Exhibit 'A3'**  
**(36167-4)**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 265.57 feet to the beginning of a curve to the left having radius of 10,048.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way, North 08° 06' 37" West 10.00 feet; thence North 75° 38' 11" East 130.73 feet; thence North 85° 04' 24" East 179.75 feet; thence North 86° 04' 14" East 58.40 feet; thence South 08° 06' 37" East 10.00 feet to said northerly right of way; thence along said right of way South 81° 53' 23" West 367.66 feet to the POINT OF BEGINNING. Containing 6,385 square feet more or less. See Exhibit B3, attached hereto and made a part hereof.

Together with, underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for right of way acquisition purposes.

  
Loren A. Massaro      P.L.S. 8117

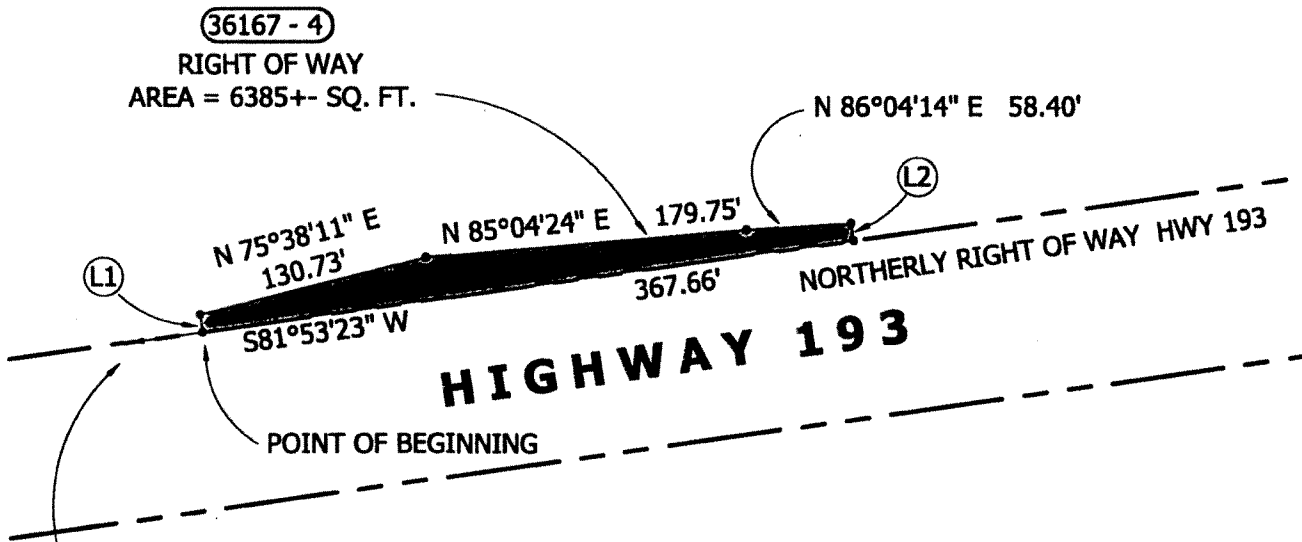
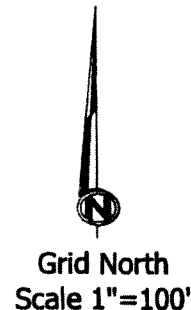


Dated: 08.21.2012

# EXHIBIT 'B3'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



TIE TO SW COR.  
 1) S 81°53'23" W 265.57'  
 2) R = 10,048.51 Δ = 00° 32' 34" L = 95.20'  
 CH = S 81° 37' 06" W 95.20'

- (L1) N 08°06'37" W 10.00'
- (L2) S 08°06'37" E 10.00'



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

---

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2012, from **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, 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: 071-500-42

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

#### COUNTY OF EL DORADO

By: \_\_\_\_\_, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin  
Clerk of the Board of Supervisors

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



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN:071-500-42

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 UTILITY EASEMENT**

**For Valuable Consideration**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008** hereinafter called GRANTOR, owner of the real property herein described, grants to the **PACIFIC GAS AND ELECTRIC COMPANY**, a public utility easement, for any and all public purposes, over, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits A2 and B2, attached hereto and made a part hereof.**

Said public utility easement shall include rights of way necessary for the distribution of electric energy and communication purposes, poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

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

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

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

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

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

**IN WITNESS WHEREOF**, GRANTORS has hereunto subscribed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTORS: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE  
GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire

By: \_\_\_\_\_  
Alice L. Guire

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

**Exhibit 'A2'**  
**(36167-3)**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 633.24 feet to the beginning of a curve to the left having radius of 10,048.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way North 08° 06' 37" West 10.00 feet; thence South 86° 04' 14" West 58.40 feet; thence South 85° 04' 24" West 179.75 feet; thence South 75° 38' 11" West 71.04 feet; thence South 88° 58' 40" West 47.73 feet; thence North 01° 01' 20" West 30.00 feet; thence North 88° 58' 40" East 201.76 feet; thence North 84° 53' 56" East 133.21 feet; thence North 84° 42' 53" East 136.75 feet; thence South 77° 58' 40" East 39.32 feet to said northerly right of way; thence along said right of way South 81° 53' 23" West 154.76 feet to the POINT OF BEGINNING. Containing 7,289 square feet more or less. See exhibit B2, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel as an easement to Pacific Gas and Electric Company.



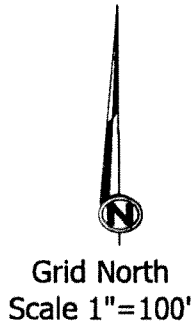
Loren A. Massaro P.L.S. 8117

Dated: 08.21.2012

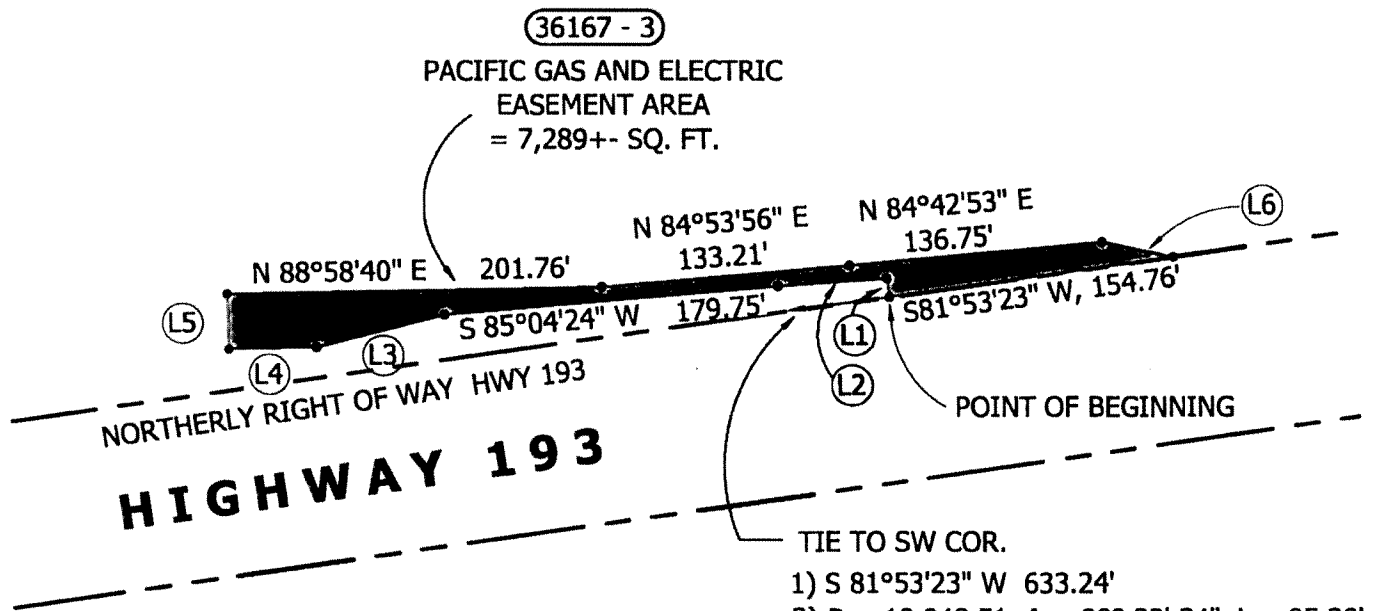


# EXHIBIT 'B2'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California



GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



- (L1) N 08°06'37" W 10.00'
- (L2) S 86°04'14" W 58.40'
- (L3) S 75°38'11" W 71.04'
- (L4) S 88°58'40" W 47.73'
- (L5) N 01°01'20" W 30.00'
- (L6) S 77°58'40" E 39.32'

- TIE TO SW COR.
- 1) S 81°53'23" W 633.24'
  - 2) R = 10,048.51 Δ = 00° 32' 34" L = 95.20'  
 CH = S 81° 37' 06" W 95.20'



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN 071-500-42

Above section for Recorder's use

Mail Tax Statements to above:  
Exempt from Documentary Transfer Tax  
Per Revenue & Taxation Code 11922

## PUBLIC UTILITY EASEMENT

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**Notary Acknowledgments Attached**

**Exhibit 'A1'**  
**(36167-2 & 36167-5)**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

**Tract 1**

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 48.04 feet to the beginning of a curve to the left having radius of 10,058.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way North 78° 06' 01" East 92.34; thence North 80° 06' 35" East 125.46 feet; thence South 08° 06' 37" East 10.00 feet to said northerly right of way; thence along said right of way South 81° 53' 23" West a distance of 217.54 feet to the POINT OF BEGINNING. Containing 1,290 square feet more or less.

**Together with:**

**Tract 2**

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwesterly corner of said parcel 1 bears the following two (2) courses: 1) South 81° 53' 23" West 787.99 feet to the beginning of a curve to the left having radius of 10,058.51 feet; and 2) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING leaving said right of way North 77° 58' 40" West 9.58 feet; thence , North 82° 44' 49" East 150.73 feet; thence South 08° 06' 37" East 1.04 feet to said right of way; thence along said right of way South 81° 53' 23" West 141.89 feet to the POINT OF BEGINNING. Containing 312 square feet more or less. See Exhibit 'B1', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances

The purpose of this description is to describe those portions of said parcel as an easement for public utilities purposes.

*Loren A. Massaro*

Loren A. Massaro P.L.S. 8117

Dated: 08.21.2012

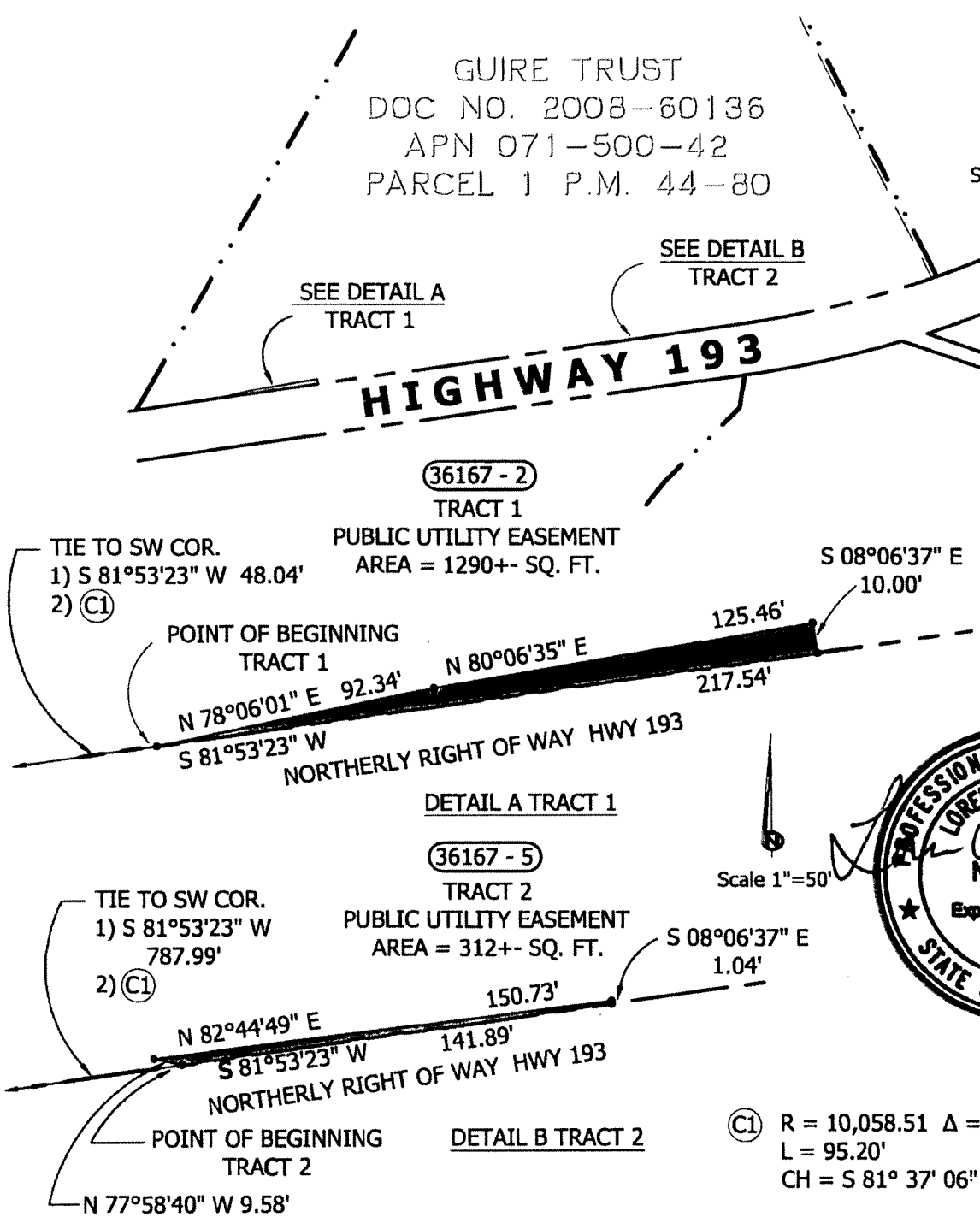




# EXHIBIT 'B1'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



SEE DETAIL A  
 TRACT 1

SEE DETAIL B  
 TRACT 2

**HIGHWAY 193**

(36167 - 2)  
 TRACT 1

PUBLIC UTILITY EASEMENT  
 AREA = 1290+- SQ. FT.

TIE TO SW COR.  
 1) S 81°53'23" W 48.04'  
 2) (C1)

POINT OF BEGINNING  
 TRACT 1

N 78°06'01" E 92.34'

S 81°53'23" W

NORTHERLY RIGHT OF WAY HWY 193

DETAIL A TRACT 1

(36167 - 5)  
 TRACT 2

PUBLIC UTILITY EASEMENT  
 AREA = 312+- SQ. FT.

TIE TO SW COR.  
 1) S 81°53'23" W 787.99'  
 2) (C1)

N 82°44'49" E

S 81°53'23" W

NORTHERLY RIGHT OF WAY HWY 193

POINT OF BEGINNING  
 TRACT 2

N 77°58'40" W 9.58'

DETAIL B TRACT 2

S 08°06'37" E 10.00'

125.46'

217.54'

Scale 1"=50'

S 08°06'37" E 1.04'

150.73'

141.89'



(C1) R = 10,058.51 Δ = 00° 32' 34"  
 L = 95.20'  
 CH = S 81° 37' 06" W 95.20'

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

---

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Public Utility Easement dated \_\_\_\_\_, 2012, from **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, 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: 071-500-42

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

#### COUNTY OF EL DORADO

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin  
Clerk of the Board of Supervisors

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

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 071-500-42

Above section for Recorder's use

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

## GRANT OF DRAINAGE EASEMENT

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a drainage easement for construction and maintenance of drainage facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**Notary Acknowledgements Follow**

**Exhibit 'A'**  
**(36167-1 & 36167-6 )**

All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

**Tract 1**

Beginning on the northerly right of way of State Highway 193, said county and state, at the southwest corner of said parcel; thence from said POINT OF BEGINNING along the westerly boundary of said parcel North 30° 12' 39" East 12.84 feet to the beginning of a non-tangent curve to the right having a radius of 10,058.51 feet; thence leaving said boundary, along said curve through a central angle of 00° 06' 40" an arc length of 19.50 feet, said curve being subtended by a chord which bears North 81° 26' 54" East 19.50 feet; thence South 08° 29' 46" East 10.00 feet to said northerly right of way and the beginning of a non tangent curve the left having a radius of 10,048.51 feet; thence along said right of way and curve through a central angle of 00° 09' 25" an arc length of 27.53 feet, said curve being subtended by a chord which bears South 81° 25' 31" West 27.53 feet to the POINT OF BEGINNING. Containing 235 square feet more or less.

**Together with:**

**Tract 2**

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southeasterly corner of said parcel 1 bears along a curve to the left having a radius of 2,049.70 feet, through a central angle of 01° 51' 52" an arc length of 66.70 feet, said curve being subtended by a chord which bears  
North 71° 30' 46" East 66.70 feet; thence from said POINT OF BEGINNING along said right of way along a curve to the right having a radius of 2,049.70 feet through a central angle of 09° 26' 41" an arc length of 337.87 feet, said curve being subtended by a chord which bears South 77° 10' 03" West 337.49 feet; thence South 81° 53' 23" West 19.71 feet; thence leaving said right of way North 08° 06' 37" West 15.00 feet; thence North 81° 53' 23" East 19.71 feet to the beginning of a curve to the left having a radius of 2,034.70 feet; thence along said curve through a central angle of 09° 26' 41" an arc length of 335.40 feet, said curve being subtended by a chord which bears North 77° 10' 03" East 335.02 feet; thence South 17° 33' 18" East 15.00 feet to the POINT OF BEGINNING. Containing 5,345 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances

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

*Loren A. Massaro*

Loren A. Massaro P.L.S. 8117

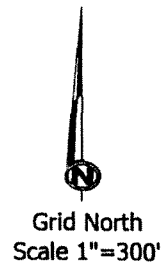
Dated: 10.21.2012



# EXHIBIT 'B'

Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80

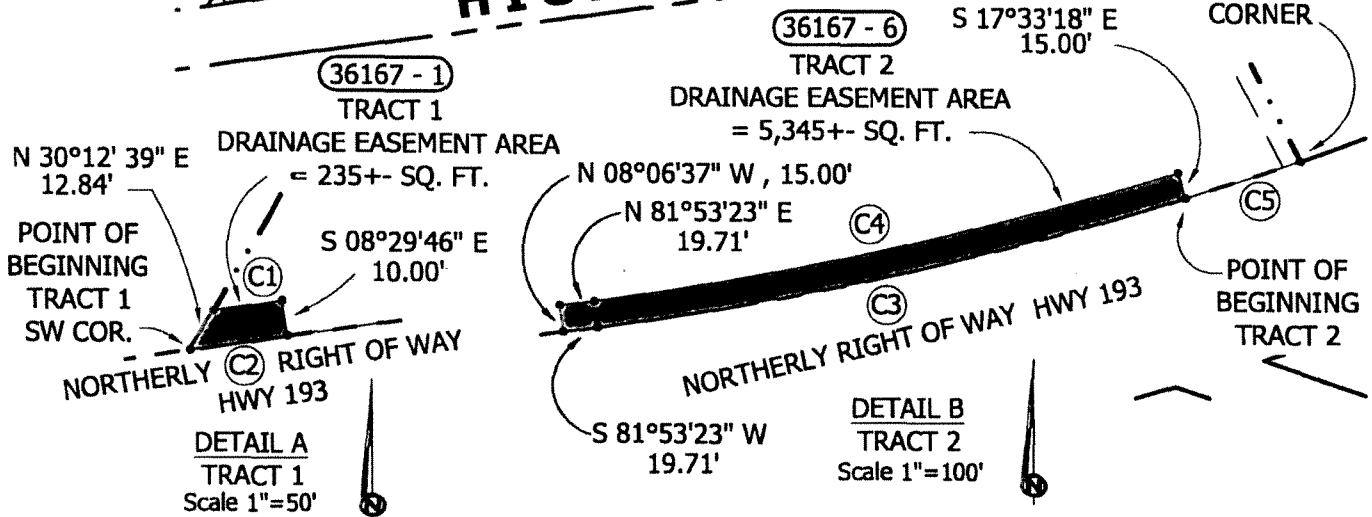


SEE DETAIL A  
 TRACT 1

SEE DETAIL B  
 TRACT 2

**HIGHWAY 193**

S.E.  
 CORNER



- Ⓒ1 R = 10,058.51 Δ = 00° 06' 40" L = 19.50'  
 CH = N 81° 26' 54" E 19.50'
- Ⓒ2 R = 10,048.51 Δ = 00° 09' 25" L = 27.53'  
 CH = S 81° 25' 31" W 27.53'
- Ⓒ3 R = 2,049.70' Δ = 09° 26' 41" L = 337.87'  
 CH = S 77° 10' 03" W 337.49'
- Ⓒ4 R = 2,034.70' Δ = 09° 26' 41" L = 335.40'  
 CH = N 77° 10' 03" E 335.02'
- Ⓒ5 R = 2,049.70' Δ = 01° 51' 52" L = 66.70'  
 CH = N 71° 30' 46" E 66.70'

DETAIL B  
 TRACT 2  
 Scale 1"=100'



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

---

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Drainage Easement dated \_\_\_\_\_, 2012, from **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, 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: 071-500-42

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

#### COUNTY OF EL DORADO

By: \_\_\_\_\_  
\_\_\_\_\_, 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  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**APN: 071-500-42**

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

## TEMPORARY CONSTRUCTION EASEMENT

**RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits "A4" and "B4" 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 **\$517.64** (FIVE-HUNDRED SEVENTEEN DOLLARS AND 64/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 1 (SR193) Project #72304 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of

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

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$21.57 (Twenty-One Dollars and Fifty-Seven Cents) monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**

Executed on: \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Ronald W. Guire, Trustee

By: \_\_\_\_\_  
Alice L. Guire, Trustee

**(A Notary Public Must Acknowledge All Signatures)**

**Exhibit 'A4'**  
**(36167-7)**

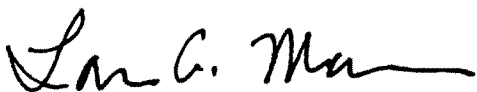
All that certain real property situate in Section 17 and Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in Book 44 of Maps at Page 80, official records said county and state more particularly described as follows:

Beginning at a point from which the southwesterly corner of said parcel 1 bears the following three (3) courses: 1) South 08° 06' 37" East 9.54 feet; 2) South 81° 53' 23" West 250.57 feet to the beginning of a curve to the left having radius of 10,048.51 feet; and 3) along said curve through a central angle of 00° 32' 34" an arc length of 95.20 feet, said curve being subtended by a chord which bears South 81° 37' 06" West 95.20 feet; thence from said POINT OF BEGINNING North 08° 06' 37" West 18.94 feet; thence North 75° 38' 11" East 145.28 feet; thence North 85° 04' 24" East 196.16 feet; thence South 05° 06' 04" East 20.26 feet; thence South 86° 04' 14" West 14.82 feet; thence South 85° 04' 24" West 179.75 feet; thence South 75° 38' 11" West 130.73 feet; thence South 80° 06' 35" West 15.01 feet to the POINT OF BEGINNING, containing 6,811 square feet or 0.16 acres more or less. See Exhibit B4, attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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




Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County D.O.T.



Dated: 10.16.2012

# EXHIBIT 'B4'

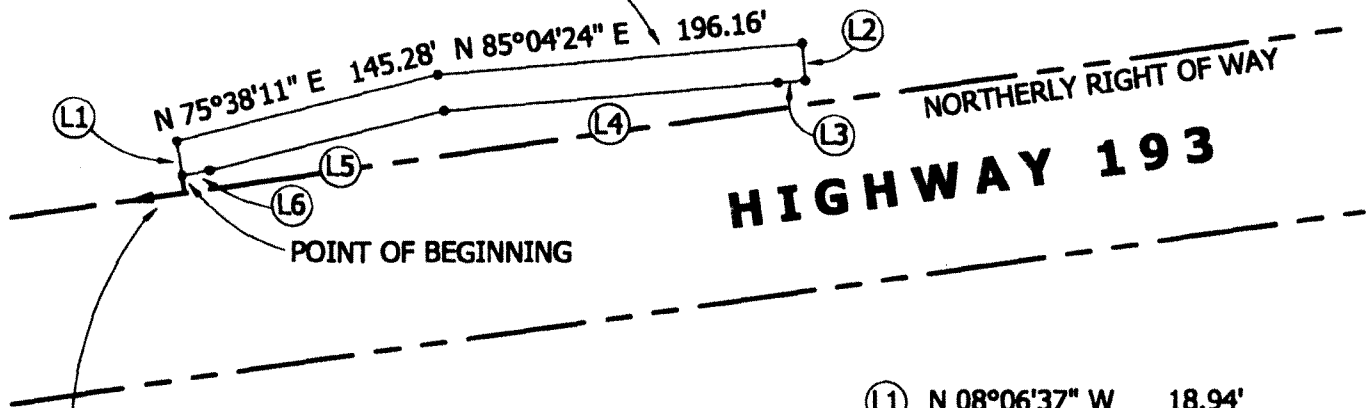
Situate in Sections 17 and 18  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 1 P.M. 44-80  
 El Dorado County State of California

  
 Grid North  
 Scale 1"=100'

GUIRE TRUST  
 DOC NO. 2008-60136  
 APN 071-500-42  
 PARCEL 1 P.M. 44-80



**36167 - 7**  
 CONSTRUCTION EASEMENT  
 AREA = 6811+- SQ. FT.,  
 0.16 ACRES+-



TIE TO SW COR.  
 1) S 08°06'37" E 9.54'  
 2) S 81°53'23" W 250.57'  
 3) R = 10,048.51 Δ = 00° 32' 34" L = 95.20'  
 CH = S 81° 37' 06" W 95.20'

- |      |               |         |
|------|---------------|---------|
| (L1) | N 08°06'37" W | 18.94'  |
| (L2) | S 05°06'04" E | 20.26'  |
| (L3) | S 86°04'14" W | 14.82'  |
| (L4) | S 85°04'24" W | 179.75' |
| (L5) | S 75°38'11" W | 130.73' |
| (L6) | S 80°06'35" W | 15.01'  |

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement dated \_\_\_\_\_, 2012, from **RONALD W. GUIRE AND ALICE L. GUIRE, TRUSTEES OF THE GUIRE FAMILY TRUST DATED SEPTEMBER 23, 2008**, 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: 071-500-42

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

#### COUNTY OF EL DORADO

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Board of Supervisors

ATTEST:

James S. Mitrison  
Clerk of the Board of Supervisors

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