

Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

**EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES**

This Agreement (“Agreement”) is made by and between **THE COUNTY OF EL DORADO**, a political subdivision of the State of California (“County”), and **Helen E. Gordon, Surviving Joint Tenant**, referred to herein as (“Seller”), with reference to the following facts:

**RECITALS**

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the “Property”).
- B. County desires to purchase an interest in the Property as a Slope and Drainage Easement, as described and depicted in Exhibit B, and the exhibits thereto, and a Temporary Construction Easement, as described and depicted in Exhibit C, and the exhibits thereto, which are attached hereto and referred to hereinafter as “the Easements”, on the terms and conditions herein set forth.

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

**AGREEMENT**

**1. ACQUISITION**

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

Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

**2. JUST COMPENSATION**

The just compensation for the amount of \$2,125.00 for the Slope and Drainage Easement, and \$56.00 for the Temporary Construction Easement, for a total amount of \$2,181.00 rounded to \$2,200.00 (Two Thousand Two Hundred Dollars, exactly) which represents the total amount of compensation to Seller.

**3. ESCROW**

The acquisition of the Easements shall be consummated by means of Escrow No. 205-15199 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 Easements. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than December 30, 2013, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and

Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall, by Grants of Slope and Drainage Easement and Temporary Construction Easement, grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, as outlined herein.

**6. 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

**7. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements to the Salmon Falls Road at Glenesk Lane Realignment Project



Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

#73362 (Project), inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller 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.

**8. WAIVER OF AND RELEASE OF CLAIMS**

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

**9. CONSTRUCTION CONTRACT WORK**

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

- A. County or County's contractor or authorized agent will remove existing fence, and replace with new fencing of a like-kind material, where applicable. During construction, as necessary, temporary fencing will be provided to ensure livestock is secured.
- B. County or County's contractor or authorized agent will remove any trees, tree limbs, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed.

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 fencing, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Sellers understands and agrees that after completion of the work



Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

described above, said fencing will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

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

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 104-430-02) where necessary to perform the replacement and/or reconstruction as described in Section 9 of this Agreement.

**11. 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.

**12. REAL ESTATE BROKER**

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

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

- A. Seller shall execute and deliver to Escrow Holder the Easements prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Easements.

Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

C. Escrow Holder shall:

- (i) Record the Easements described and depicted in Exhibit B and C, and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Deliver the just compensation to Seller.

**14. 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.

**15. 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.

**16. 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: Helen E. Gordon  
7060 Salmon Falls Ct.  
Pilot Hill, CA 95664**

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

Seller: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

**COPY TO: County of El Dorado, Community Development Agency  
Transportation Division, Attn: Right of Way Unit  
2850 Fairlane Court  
Placerville, CA 95667**

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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: Gordon  
APN: 104-430-02  
Project # 73362  
Escrow #: 205-15199

**22. 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.

**23. 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.

**24. 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: HELEN E. GORDON, SURVIVING JOINT TENANT**

Date: 7/29/2013

By: Helen E. Gordon, Surviving Joint Tenant

**COUNTY OF EL DORADO:**

Date: 12-10-13

By: Ron Briggs, Chair  
Board of Supervisors

ATTEST:  
James S. Mitrisin

Clerk of the Board of Supervisors

By: James S. Mitrisin  
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:

A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.B.&M., BEING TRACT 2 OF RECORD OF SURVEY BOOK 13 AT PAGE 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THE PARCEL MAP, FILED FEBRUARY 24, 1986 IN BOOK 35, OF PARCEL MAPS, AT PAGE 8.

A.P.N. 104-430-02-100

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane

Placerville, CA 95667  
APN 104-430-02

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

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

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **HELEN E. GORDON, SURVIVING JOINT TENANT**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto, to points five feet beyond top of cut slopes and toe of fill slopes, 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



EXHIBIT "B"

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 his/her names on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR**

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

By: \_\_\_\_\_  
HELEN E. GORDON,  
Surviving Joint Tenant

**Notary Acknowledgments Follow**

## Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in Book 35 of Maps at Page 8, official records said county and state being more particularly described as follows:

Beginning on the northerly line of said Parcel B, said beginning being the northerly terminus of the westerly side line of that certain irrevocable offer of road dedication to the County of El Dorado filed in Book 2537 at Page 198 official records said county and state; thence from said POINT OF BEGINNING leaving said northerly line along said westerly line South 14° 53' 50" West 79.12 feet; thence South 33° 22' 57" West 35.05 feet; thence South 41° 16' 40" West 128.89 feet; thence leaving said line North 37° 23' 49" East 121.27 feet; thence North 16° 04' 38" East 34.57 feet; thence North 00° 06' 42" East 37.26 feet; thence North 07° 29' 40" East 29.03 feet; thence North 35° 44' 04" East 34.68 feet to said northerly line of Parcel B; thence along said line South 42° 03' 18" East 22.16 feet; thence South 27° 36' 58" East 5.32 feet to the POINT OF BEGINNING, containing 3667 square feet or 0.08 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

### End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe that portion of said Parcel as an easement for slope and drainage purposes.



Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
Transportation Division  
El Dorado County



Dated: 02.08.2013

# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
Township 11 North, Range 9 East, M.D.M.  
El Dorado County State of California



Grid North  
Scale 1"=50'

GORDON ROBERT C.  
PAR. B, PM 35--B  
APN 104-430-02

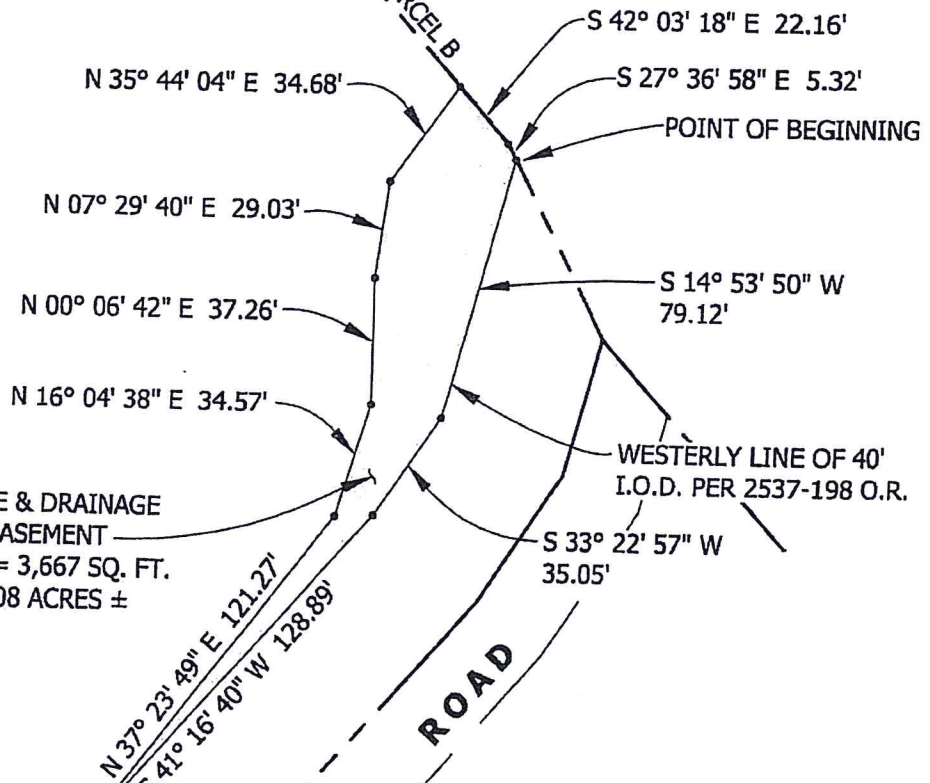
SLOPE & DRAINAGE  
EASEMENT  
AREA= 3,667 SQ. FT.  
0.08 ACRES ±

WESTERLY LINE OF 40'  
I.O.D. PER 2537-198 O.R.

SOUTHERLY LINE  
PARCEL B

**SALMON FALLS ROAD**

**NORTHERLY LINE PARCEL B**





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 Slope and Drainage Easement dated \_\_\_\_\_, 2013, from **HELEN E. GORDON**, 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: 104-430-02

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

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

Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

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

EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN: 104-430-02

Project: #73362 Salmon Falls/Glenesk

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**HELEN E. GORDON, SURVIVING JOINT TENANT**, 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 \$56.00 (FIFTY-SIX DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Salmon Falls Road at Glenesk Lane Project #73362 (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

EXHIBIT "C"

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 4 (Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 4 (Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$14.00 (Fourteen Dollars) 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.

Executed on: \_\_\_\_\_, 2013.

HELEN E. GORDON, Surviving Joint Tenant

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



## Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in Book 35 of Maps at Page 8, official records said county and state being more particularly described as follows:

Beginning on the northerly line of said Parcel B from which the northerly terminus of the westerly side line of that certain irrevocable offer of road dedication to the County of El Dorado filed in Book 2537 at Page 198 official records said county and state bears the following two (2) courses; 1) South 42° 03' 18" East 22.16 feet and; 2) South 27° 36' 58" East 5.32 feet; thence from said POINT OF BEGINNING leaving said northerly line South 35° 44' 04" West 34.68 feet; thence South 07° 29' 40" West 29.03 feet; thence South 00° 06' 42" West 37.26 feet; thence South 16° 04' 38" West 34.57 feet; thence South 37° 23' 49" West 121.27 feet to said westerly side line; thence along said line South 41° 16' 40" West 50.88 feet thence leaving said line North 32° 27' 53" East 76.26 feet; thence North 37° 23' 49" East 94.18 feet; thence North 16° 04' 38" East 31.28 feet; thence North 00° 06' 42" East 36.50 feet; thence North 07° 29' 40" East 32.19 feet; thence North 35° 44' 04" East 39.36 feet to said northerly line of Parcel B; thence along said line South 42° 03' 18" East 10.23 feet to the POINT OF BEGINNING, containing 2749 square feet or 0.06 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

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

*Loren A. Massaro*

Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
Transportation Division  
El Dorado County



Dated: 02.08.2013

# EXHIBIT 'B'

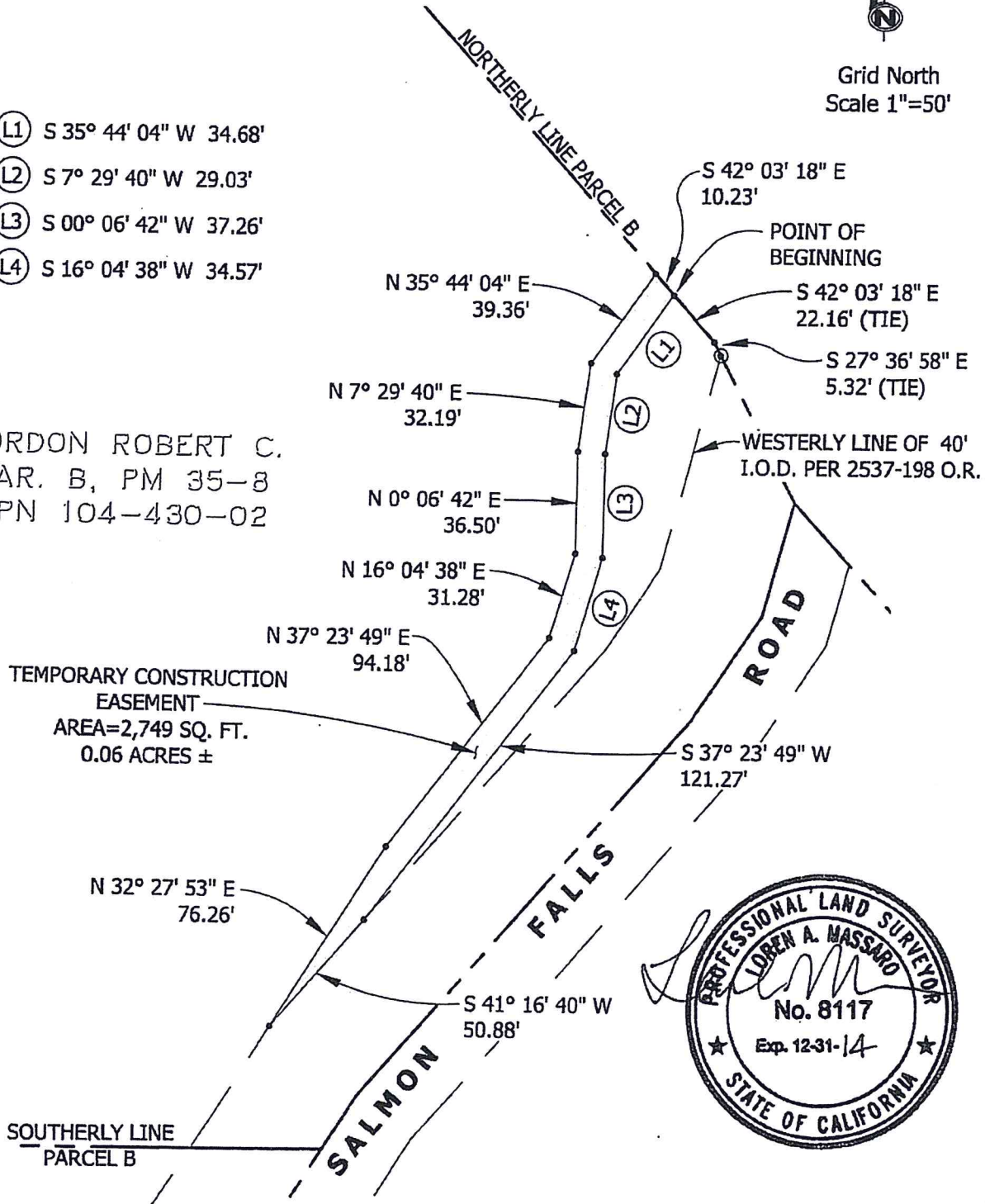
Situate in the West One-Half of Section 19,  
Township 11 North, Range 9 East, M.D.M.  
El Dorado County State of California



Grid North  
Scale 1"=50'

- (L1) S 35° 44' 04" W 34.68'
- (L2) S 7° 29' 40" W 29.03'
- (L3) S 00° 06' 42" W 37.26'
- (L4) S 16° 04' 38" W 34.57'

GORDON ROBERT C.  
PAR. B, PM 35-8  
APN 104-430-02



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

### CERTIFICATE OF ACCEPTANCE

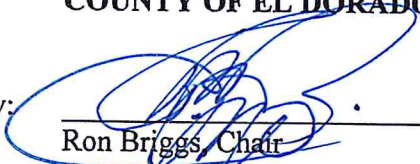
This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated \_\_\_\_\_, 2013, from **HELEN E. GORDON**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 104-430-02

Dated this 10<sup>th</sup> day of December, 2013.

**COUNTY OF EL DORADO**

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


  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

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

  
Deputy Clerk



Recording Requested By

PLACER TITLE COMPANY

And when recorded mail to  
COLONEL ROBERT C. GORDON

Escrow no. 205-15199-BAS

APN: 104-430-02-100

(Space above this line for Recorder's use)

**AFFIDAVIT - DEATH OF JOINT TENANT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF EL DORADO )

HELEN E. GORDON, of legal age, being first duly sworn, deposes and says: That \_\_\_\_\_, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as COLONEL ROBERT C. GORDON named as one of the parties in that certain GRANT DEED dated March 12 1998 executed by VICKI P. KENNEDY to COLONEL ROBERT C. GORDON AND HELEN E. GORDON, HUSBAND AND WIFE as joint tenants, recorded March 16, 1999, as DOCUMENT NO. 99-0017259-00, of Official Records of EL DORADO County, California, covering the following described property:

A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.B.&M., BEING TRACT 2 OF RECORD OF SURVEY BOOK 13 AT PAGE 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


PARCEL B, AS SHOWN ON THE PARCEL MAP, FILED FEBRUARY 24, 1986 IN BOOK 35, OF PARCEL MAPS, AT PAGE 8.

A.P.N. 104-430-02-100

That the value of all real and personal property owned by said decedent at date of death, including the full value of the property above described, did not then exceed the gross estate value allowable under 26 USC 2001, et seq

Dated: May 29, 2013

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

  
HELEN E. GORDON

Subscribed and sworn to (or affirmed) before me on this 29 day of July, 2013

by JASON M. ANDREWS, A NOTARY PUBLIC  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

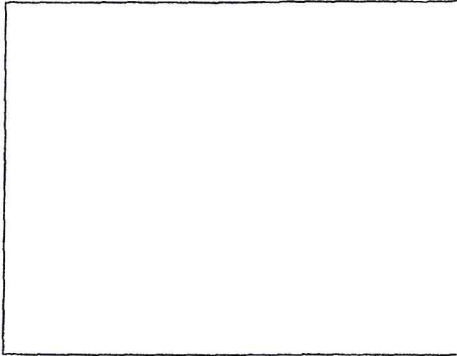
  
\_\_\_\_\_  
NOTARY PUBLIC



**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a Preliminary Change of Ownership Report, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.



SELLER/TRANSFEROR COLONEL ROBERT C. GORDON, DECEASED (AFFIDAVIT OF DEATH OF JOINT TENANT)	ASSESSOR'S PARCEL NUMBER 104-430-02-100
BUYER/TRANSFeree HELEN E. GORDON, SURVIVING JOINT TENANT	BUYER'S DAYTIME TELEPHONE NUMBER X

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY  
APN: 104-430-02-100, PILOT HILL, CA 95664

MAIL PROPERTY TAX INFORMATION TO (NAME)  
HELEN E. GORDON

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
X

<input type="checkbox"/> YES <input type="checkbox"/> NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy	MO	DAY	YEAR
--	--	----	-----	------

**PART I: TRANSFER INFORMATION (please answer all questions)**

- YES NO
- XX  A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).  
**AFFIDAVIT OF DEATH OF JOINT TENANT**
  - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
  - \*C. This is a transfer between:  parent(s) and child(ren)  grandparent(s) and grandchild(ren).
  - \*D. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county?  YES  NO
  - \*E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county?  YES  NO
  - F. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: \_\_\_\_\_
  - G. The recorded document creates, terminates, or reconveys a lender's interest in the property.
  - H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: \_\_\_\_\_
  - I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
  - J. This is a transfer of property:
    1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of  the transferor, and/or  the transferor's spouse  registered domestic partner.
    2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
    3. to/from an irrevocable trust for the benefit of the  creator/grantor/trustor and/or  grantor's/trustor's spouse  grantor's/trustor's registered domestic partner
    4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.
  - K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
  - L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
  - M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
  - \*N. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.  
**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**



PART 2: OTHER TRANSFER INFORMATION

Check and complete as applicable

- A. Date of transfer if other than recording date:
B. Type of transfer. Please check appropriate box.
C. Only a partial interest in the property was transferred.

PART 3: PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance
Down payment: \$ Interest Rate: % Seller-paid points or closing costs \$
B. The property was purchased:
C. Please explain any special terms, seller concessions, financing, and any other information

PART 4. PROPERTY INFORMATION

- A. Type of property transferred
B. Personal/business property, or incentives, are included in the purchase price.
C. A manufactured home is included in the purchase price.
D. The property produces rental or other income.
E. The condition of the property at the time of sale was:

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief. This declaration is binding on each and every buyer/transferee.

SIGNATURE OF BUYER/TRANSEEREE OR CORPORATE OFFICER

NAME OF BUYER/TRANSEEREE OR CORPORATE OFFICER
HELEN E. GORDON

EMAIL ADDRESS

DATE

7/29/2013

TITLE

The Assessor's office may contact you for additional information regarding this transaction.

98804

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE  
SHOWN BELOW, MAIL TAX STATEMENT TO:

El Dorado, County Recorder  
William E. Schultz Co Recorder Office

DOC - 99-0017259-00  
Acct 1-CHICAGO TITLE CO  
Tuesday, MAR 16, 1999 13:58:20  
Ttl Pd \$455.50 Nbr-0000126470  
BKS/C2/1-2

Name COLONEL ROBERT C. GORDON  
447 CEDAR HILL DRIVE  
Street Address  
SAN RAFAEL, CA. 94903

City, State, Zip

Title Order No. \_\_\_\_\_ Escrow No. 1030288 1c

SPACE ABOVE FOR RECORDER'S USE

Grant Deed

PCOS  
FILED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX IS \$ 445.50  
 unincorporated area  City of \_\_\_\_\_ Parcel No. 104-430-021  
 computed on full value of interest or property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Vicki P. Kennedy, a married woman  
hereby GRANT(S) to

COLONEL ROBERT C. GORDON AND HELEN E. GORDON, HUSBAND AND WIFE AS JOINT TENANTS  
the following described real property in the UNINCORPORATED  
County of El Dorado, State of California:

See Attached Exhibit A

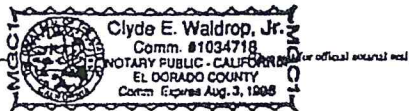
Dated 3/12/99 VPK  
Vicki P. Kennedy  
Vicki P. Kennedy

STATE OF CALIFORNIA  
COUNTY OF EL DORADO } s.s.

On 12 MAR 1998 before me, CLYDE E WALDROP JR  
a Notary Public in and for said County and State, personally appeared VICKI P. KENNEDY

personally known to me (or 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.

WITNESS my hand and official seal  
Signature [Signature]



017259

PARCEL ONE:

A PORTION OF THE WEST HALF OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.B.&M., BEING TRACT 2 OF RECORD OF SURVEY BOOK 13, AT PAGE 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON FEBRUARY 24, 1986, IN BOOK 35 OF PARCEL MAPS, AT PAGE 8.

ASSESSOR'S PARCEL NUMBER 104-430-02

PARCEL TWO:

THOSE CERTAIN NON EXCLUSIVE ROAD AND UTILITY EASEMENTS, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON FEBRUARY 24, 1986 IN BOOK 35 OF PARCEL MAPS, AS PAGE 8.

PARCEL THREE:

A NON EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES OVER THE SOUTHERLY AND SOUTHWESTERLY 20 FEET OF PARCEL A, THE NORTHERLY AND NORTHWESTERLY 20 FEET OF PARCEL D, AND THE NORTHERLY 20 FEET OF PARCEL C OF SAID PARCEL MAP FILED FEBRUARY 24, 1986, IN BOOK 35 OF PARCEL MAPS, AT PAGE 8.