

Sellers: AIKIN TRUST  
APN: 051-461-12-100  
Project #: 72375  
Escrow #: 205-16168

**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 **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**, referred to herein as ("Sellers"), with reference to the following facts:

**RECITALS**

- A. Sellers own that certain real property located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. 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, and a Public Utility Easement as described and depicted in Exhibit C 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:

**AGREEMENT**

**1. ACQUISITION**

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors,

Sellers MA LA

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hereby agrees to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto.

## 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$3,516.00 for the fee title, \$2,998.00 for the Public Utility Easement, and \$2,100.00 for Contributory Value of Trees to be Removed, for a **total amount of \$8,614.00 rounded to \$8,700.00 (Eight Thousand Seven Hundred 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. 205-16168** which has been opened at **Placer Title Company ("Escrow Holder")**. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement 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 **August 31, 2015**, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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**4. ESCROW AND OTHER FEES**

County shall pay:

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

**5. TITLE**

Sellers shall by Grant Deed and Easement 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.205-16168 , if any; and
- C. Exceptions 1, 2 and 3 paid current, and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 of said preliminary 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

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the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Sellers, subject only to those exceptions set forth hereinabove.

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

Sellers acknowledge that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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 Easements being conveyed by Sellers, and as shown in Exhibit B and C 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.

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- 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 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, 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

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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' 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.

**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 **Diamond Springs Parkway Phase 1A – SR 49 Realignment, CIP No. #72375**, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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**12. WAIVER OF AND RELEASE OF CLAIMS**

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

**13. 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.

**14. 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.

**15. 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 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

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with the Grant and Easement Deeds.

C. Escrow Holder shall:

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

**16. 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.

**17. 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.

**18. 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

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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:

**SELLERS:** Aikin Family Trust, 3/28/2013  
Mark P. Aikin and Roxann Louise Aikin, Co-Trustees  
P.O. Box 362  
Diamond Springs, CA 95619

**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  
CDA, Transportation Division  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

**19. 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.

**20. 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.

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**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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' 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.

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- 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 inside new property line, where applicable. During construction, temporary fencing will be installed along property line bordering SR49 and outlining driveway access to gate.
- C. County or County's contractor or authorized agent will remove and reinstall 1 (One) existing 15 foot steel gate at a location approximately 40' north from current location (Station 2+40.16) upon completion of project construction. County or County's contractor will re-fill and compact holes from removed, relocated and replaced gate poles. Poles will be of like kind and diameter as existing, 25' tall and sunk 6' below grade.
- D. County or County's contractor will conform and repave existing driveway apron, pave and conform to relocated gate entrance located at approximately Station 2+40.16.
- E. County or County's contractor or authorized agent will re-grade, install and compact existing driveway extending north and northeast of new gate location at approximately Station 2+40.16 to Station 4+44.98, 11 feet wide and 8 inches in depth of class II aggregate base.

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

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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. Sellers understand and agree that after completion of the work described, said facilities, except utility facilities, will be considered Sellers' sole property and Sellers will be responsible for their maintenance and repair.

**26. 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 051-461-12) where necessary, to perform the work as described in Section 25 of this Agreement.

**27. 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.

**28. 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.

**29. AUTHORIZED SIGNATURES**

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


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**SELLERS: MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**

Date: 4/13/15 By:   
Mark P. Aikin, Trustee

Date: 4-13-15 By:   
Roxann Louise Aikin, Trustee

**COUNTY OF EL DORADO:**

Date: 6-2-15 By:   
Brian K. Veerkamp, Chair  
Board of Supervisors

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

By:   
Deputy Clerk

Sellers MA RA



Order No. 205-16168  
UPDATE  
Version 5

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 OF LOT 5 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., WHICH LIES EAST OF THE EASTERLY LINE OF THE PLACERVILLE-DIAMOND SPRINGS ROAD AND NORTH OF A LINE RUNNING SOUTH 51 DEG 00' WEST FROM A POINT THAT BEARS NORTH 1320 FEET FROM THE SOUTHEAST CORNER OF THE SAID LOT 5.

A.P.N. 051-461-12-100

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

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

**APN 051-461-12-100**  
**AIKIN FAMILY TRUST, 3/28/2013**  
**Project # 72375 – DSP PHASE 1 A**

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

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**, hereinafter referred to as "Grantors", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**Described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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.

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 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 have herein subscribed their names on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTORS:            MARK P. AIKIN AND ROXANN LOUISE AIKIN,  
                                 AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**

\_\_\_\_\_  
MARK P. AIKIN, TRUSTEE

\_\_\_\_\_  
ROXANN LOUISE AIKIN, TRUSTEE

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



**EXHIBIT 'A1'**  
**(36373-1)**

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of that certain tract of land described in document number 2013-0017400 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the most westerly corner of Parcel A as shown on that particular Parcel Map filed in Book 36, page 119 in the Official Records of said county and state; thence along the southerly line of said tract North 50° 15' 21" East 38.12 feet; thence leaving said southerly line North 16° 09' 19" West 366.53 feet to an angle point in the easterly line of State Route 49; thence along said easterly line the following four courses; 1) South 78° 17' 23" West 16.49 feet; 2) South 20° 55' 22" East 113.56 feet; 3) South 10° 33' 42" East 99.46 feet; 4) South 10° 03' 54" East 171.87 feet to the POINT OF BEGINNING. Containing 6,634 square feet (0.15 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said tract as a Right-of-Way for road purposes.



Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Community Development Agency  
Transportation Division

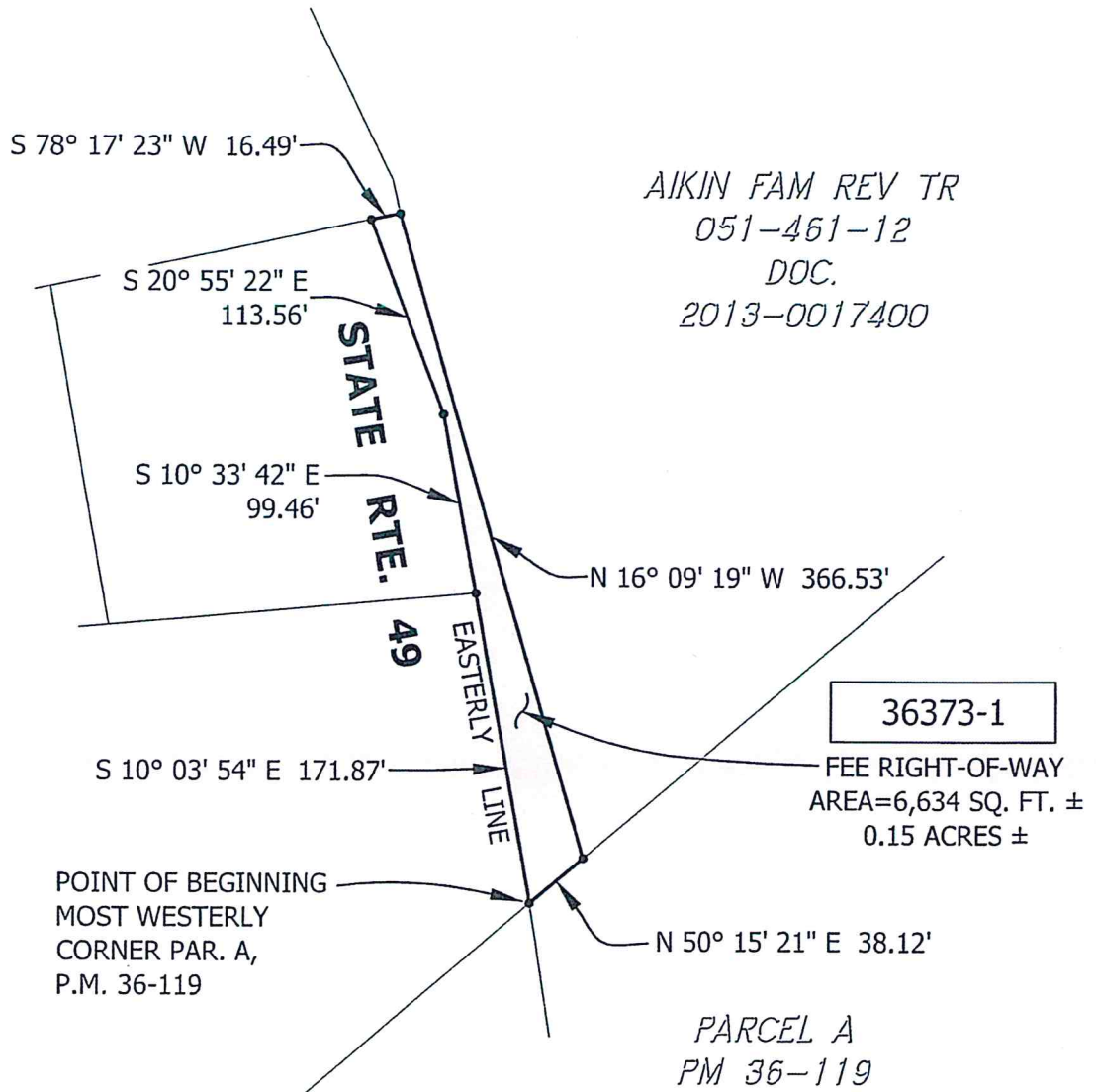


Dated: 2/19/2015

# EXHIBIT 'B1'

EXHIBIT B

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California



Grid North  
Scale 1"=100'



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

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

**APN 051-461-12**  
**Aikin Family Trust, 3/28/2013**  
**Project # 72375 – DSP Phase 1A**

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, **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES, OF AIKIN FAMILY TRUST, 3/28/2013**, hereinafter referred to as "Grantors", grant 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 'A2' AND DEPICTED IN EXHIBIT 'B2' 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.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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

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

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 have herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTORS                    MARK P. AIKIN AND ROXANN LOUISE AIKIN,  
AS CO-TRUSTEES, OF AIKIN FAMILY TRUST, 3/28/2013**

\_\_\_\_\_  
MARK P. AIKIN, TRUSTEE

\_\_\_\_\_  
ROXANN LOUISE AIKIN, TRUSTEE

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



**EXHIBIT 'A2'**  
**(36373-2)**

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of that certain tract of land described in document number 2013-0017400 in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the most westerly corner of Parcel A as shown on that particular Parcel Map filed in Book 36, page 119 in the Official Records of said county and state; thence along the southerly line of said tract North 50° 15' 21" East 38.12 feet to the TRUE POINT OF BEGINNING; thence continuing along said southerly line North 50° 15' 21" East 32.74 feet; thence leaving said southerly line North 16° 09' 19" West 369.92 feet; thence South 77° 32' 22" West 28.88 feet to the easterly line of State Route 49; thence along said easterly line South 12° 27' 38" East 18.39 feet to an angle point in said easterly line; thence leaving said easterly line South 16° 09' 19" East 366.53 feet to the TRUE POINT OF BEGINNING. Containing 11,312 square feet (0.26 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said tract as an easement for public utilities purposes.

Joseph C. Neely, P.L.S. 9026  
 Associate Land Surveyor  
 El Dorado County  
 Community Development Agency  
 Transportation Division



Dated: 4/2/2015

# EXHIBIT 'B2'

EXHIBIT C

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California



S 12° 27' 38" E  
18.39'

S 77° 32' 22" W 28.88'

*AIKIN FAM REV TR*  
*051-461-12*  
*DOC.*  
*2013-0017400*

**STATE RTE. 49**

N 16° 09' 19" W

S 19° 09' 19" E 366.53'

36373-2

PUBLIC UTILITIES EASEMENT  
AREA=11,312 SQ. FT. ±  
0.26 ACRES ±

369.92'

TRUE POINT  
OF BEGINNING

POINT OF COMMENCEMENT  
MOST WESTERLY CORNER  
PAR. A, P.M. 36-119

N 50° 15' 21" E 32.74'

N 50° 15' 21" E 38.12' (TIE)

*PARCEL A*  
*PM 36-119*



Grid North  
Scale 1"=100'

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 4/13/15 before me, Jeannette Lyon Notary Public,  
Date (here insert name and title of the officer)

personally appeared Mark P. Akin & Roxann Louise Akin

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

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

WITNESS my hand and official seal.



Signature: Jeannette Lyon (Seal)  
\_\_\_\_\_ OPTIONAL \_\_\_\_\_

Description of Attached Document

Title or Type of Document: acquisition agreement Number of Pages: 22

Document Date: 4/13/2015 Other: \_\_\_\_\_



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

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

**APN 051-461-12-100**  
**AIKIN FAMILY TRUST, 3/28/2013**  
**Project # 72375 – DSP PHASE 1 A**

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

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**, hereinafter referred to as "Grantors", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**Described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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.

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 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 have herein subscribed their names on this 13<sup>th</sup> day of April, 2015

**GRANTORS:            MARK P. AIKIN AND ROXANN LOUISE AIKIN,  
                                 AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**



\_\_\_\_\_  
MARK P. AIKIN, TRUSTEE



\_\_\_\_\_  
ROXANN LOUISE AIKIN, TRUSTEE

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

**EXHIBIT 'A1'**  
**(36373-1)**

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of that certain tract of land described in document number 2013-0017400 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the most westerly corner of Parcel A as shown on that particular Parcel Map filed in Book 36, page 119 in the Official Records of said county and state; thence along the southerly line of said tract North 50° 15' 21" East 38.12 feet; thence leaving said southerly line North 16° 09' 19" West 366.53 feet to an angle point in the easterly line of State Route 49; thence along said easterly line the following four courses; 1) South 78° 17' 23" West 16.49 feet; 2) South 20° 55' 22" East 113.56 feet; 3) South 10° 33' 42" East 99.46 feet; 4) South 10° 03' 54" East 171.87 feet to the POINT OF BEGINNING. Containing 6,634 square feet (0.15 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said tract as a Right-of-Way for road purposes.



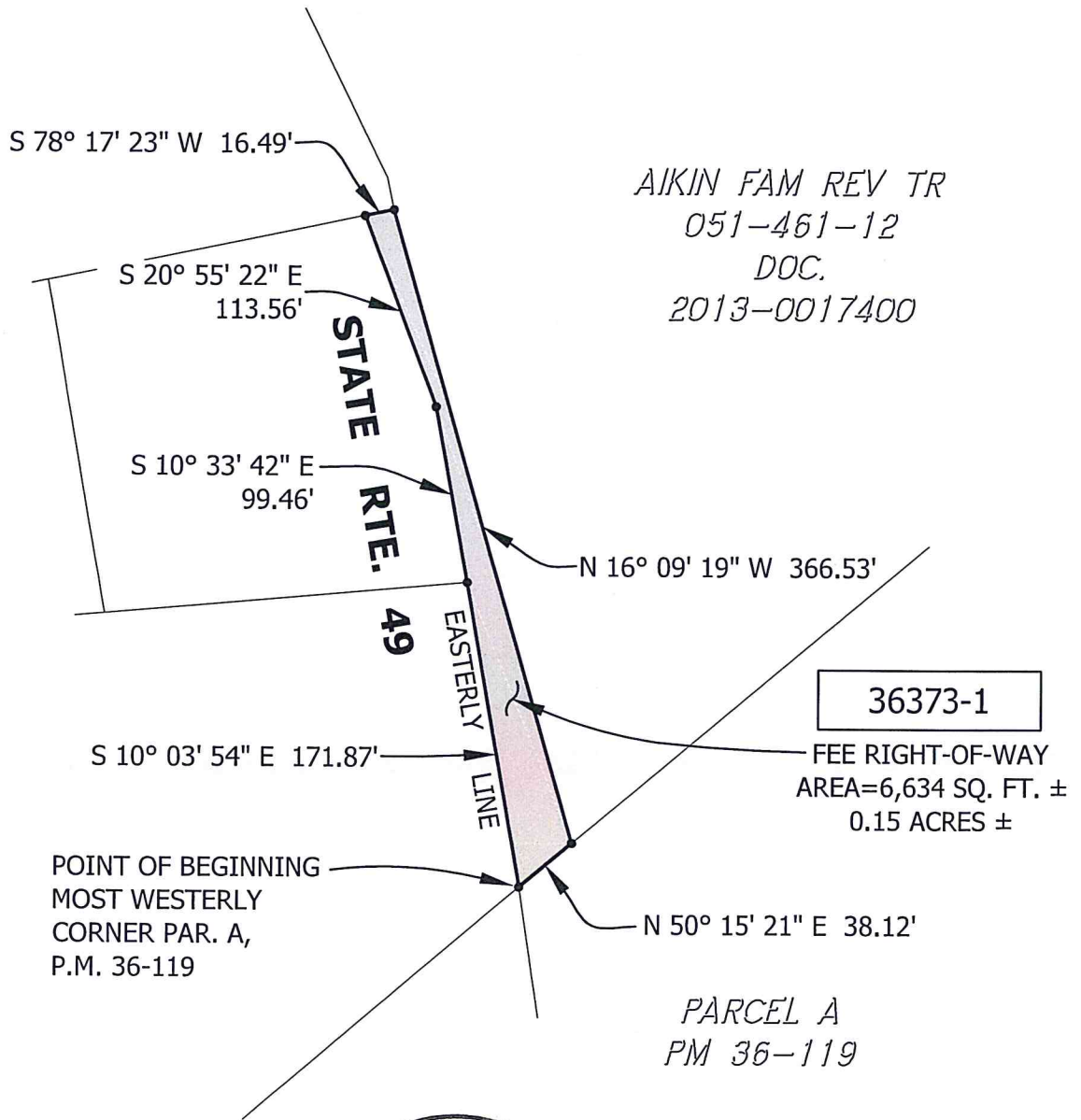
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Community Development Agency  
Transportation Division



Dated: 2/19/2015

# EXHIBIT 'B1'

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California



Grid North  
Scale 1"=100'



# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 4/13/15 before me, Jeannette Lyon Notary Public,  
Date (here insert name and title of the officer)

personally appeared Mark P. Aikin & Roxann Louise Aikin

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

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

WITNESS my hand and official seal.



Signature: Jeannette Lyon (Seal)  
\_\_\_\_\_ OPTIONAL \_\_\_\_\_

Description of Attached Document

Title or Type of Document: grant deed Number of Pages: 2

Document Date: 4/13/15 Other: \_\_\_\_\_



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

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

**AIKIN FAMILY TRUST, 3/28/2013**  
**APN: 051-461-12-100**  
**Project: #72375 – DSP Phase 1A**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated 4/13, 2015, from **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**, 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: 051-461-12-100

Dated this 2nd day of June, 2015.

**COUNTY OF EL DORADO**

By:

  
\_\_\_\_\_  
Brian K. Veerkamp, Chair  
Board of Supervisors

ATTEST:

James S. Mitrising  
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 051-461-12**  
**Aikin Family Trust, 3/28/2013**  
**Project # 72375 – DSP Phase 1A**

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, **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES, OF AIKIN FAMILY TRUST, 3/28/2013**, hereinafter referred to as "Grantors", grant 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 'A2' AND DEPICTED IN EXHIBIT 'B2' 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.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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

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

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 have herein subscribed their names on this 13<sup>th</sup> day of April, 2015

**GRANTORS**                      **MARK P. AIKIN AND ROXANN LOUISE AIKIN,**  
**AS CO-TRUSTEES, OF AIKIN FAMILY TRUST, 3/28/2013**



\_\_\_\_\_  
MARK P. AIKIN, TRUSTEE



\_\_\_\_\_  
ROXANN LOUISE AIKIN, TRUSTEE

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



**EXHIBIT 'A2'**  
**(36373-2)**

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of that certain tract of land described in document number 2013-0017400 in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the most westerly corner of Parcel A as shown on that particular Parcel Map filed in Book 36, page 119 in the Official Records of said county and state; thence along the southerly line of said tract North 50° 15' 21" East 38.12 feet to the TRUE POINT OF BEGINNING; thence continuing along said southerly line North 50° 15' 21" East 32.74 feet; thence leaving said southerly line North 16° 09' 19" West 369.92 feet; thence South 77° 32' 22" West 28.88 feet to the easterly line of State Route 49; thence along said easterly line South 12° 27' 38" East 18.39 feet to an angle point in said easterly line; thence leaving said easterly line South 16° 09' 19" East 366.53 feet to the TRUE POINT OF BEGINNING. Containing 11,312 square feet (0.26 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said tract as an easement for public utilities purposes.



Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Community Development Agency  
Transportation Division



Dated: 4/2/2015



# EXHIBIT 'B2'

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California



S 12° 27' 38" E  
18.39'

S 77° 32' 22" W 28.88'

*AIKIN FAM REV TR*  
*051-461-12*  
*DOC.*  
*2013-0017400*

**STATE RTE. 49**

36373-2

PUBLIC UTILITIES EASEMENT  
AREA=11,312 SQ. FT. ±  
0.26 ACRES ±

TRUE POINT  
OF BEGINNING

POINT OF COMMENCEMENT  
MOST WESTERLY CORNER  
PAR. A, P.M. 36-119

N 50° 15' 21" E 32.74'

N 50° 15' 21" E 38.12' (TIE)

*PARCEL A*  
*PM 36-119*



Grid North  
Scale 1"=100'

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

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

**AIKIN FAMILY TRUST, 3/28/2013**  
**APN: 051-461-12-100**  
**Project: #72375 – DSP Phase 1A**

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Public Utility Easement dated 4/13, 2015, from **MARK P. AIKIN AND ROXANN LOUISE AIKIN, AS CO-TRUSTEES OF AIKIN FAMILY TRUST, 3/28/2013**, 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: 051-461-12-100**

Dated this 2nd day of June, 2015.

**COUNTY OF EL DORADO**

By:

  
\_\_\_\_\_  
Brian K. Veerkamp, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin  
Clerk of the Board of Supervisors

By:

  
\_\_\_\_\_  
Deputy Clerk

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA )

COUNTY OF El Dorado )

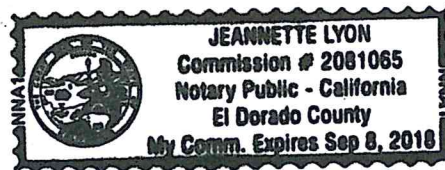
On 4/13/15 before me, Jeannette Lyon Notary Public, Date (here insert name and title of the officer)

personally appeared Mark P. Atkin & Roxann Louise Atkin

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

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

WITNESS my hand and official seal.



Signature: Jeannette Lyon (Seal)  
\_\_\_\_\_ OPTIONAL \_\_\_\_\_

Description of Attached Document

Title or Type of Document: grant of PUE Number of Pages: 2

Document Date: 4/13/15 Other: \_\_\_\_\_