



COMMUNITY DEVELOPMENT SERVICES

DEPARTMENT OF TRANSPORTATION

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

PLACERVILLE OFFICES:

MAIN OFFICE:

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

CONSTRUCTION & MAINTENANCE:

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

LAKE TAHOE OFFICES:

ENGINEERING:

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

MAINTENANCE:

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

January 8, 2018

Via First Class Mail

John Nojan Khoshcar
2800 Hill Road
Rescue, CA 95672

RE: Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108
John Nojan Khoshcar, a married man as his sole and separate property
APN: 115-030-04
Offer to Purchase and Transmittal of Offer Package Relating to the Purchase of Real Property or Interest Therein

Dear Mr. Khoshcar,

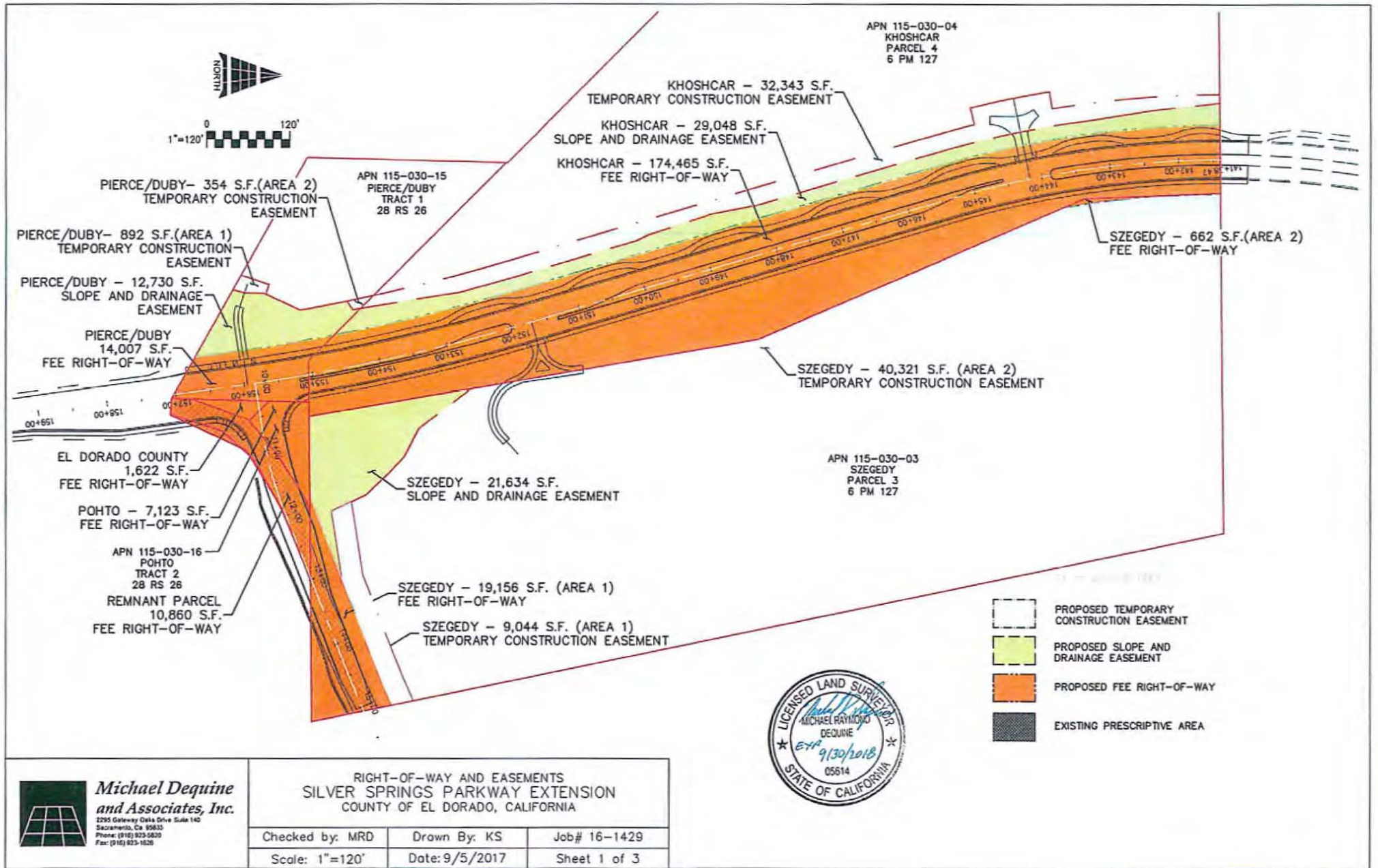
The El Dorado County, Community Development Services, Department of Transportation (County) is pleased to inform you that the appraisal report of the subject property referenced above has been completed. Transportation staff has been authorized to proceed with the acquisition of the necessary land rights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

Please find the enclosed Offer Package including the Summary Relating to the Purchase of Real Property or an Interest Therein and the Appraisal Summary Statement. Also enclosed is a Draft Acquisition Agreement for Public Purposes (Agreement) which has certain exhibits that describe and show the area of the proposed acquisitions. The current fair market value as determined by Pattison and Associates Inc. (appraisers) for the necessary land rights from your parcel totals \$440,000. Specifically, this offer to purchase includes: 174,465 Square Feet (SF) of Fee Title valued at \$200,250.00, 29,048 SF of Slope and Drainage Easement valued at \$33,016.50, 32,343 SF of Temporary Construction Easement valued at \$7,420.00, \$190,903.50 in damages (loss of trees and pond), and \$8,000.00 for the loss of fencing, totaling \$439,590.00, rounded to a total of \$440,000.00. Please find the attached supporting documentation which further explains the valuation process of these Easements.

Therefore, the County would formally like to offer you the amount of \$440,000.00 (four hundred forty thousand dollars exactly) for these land rights. Please contact me by phone at 530-621-5316 at your earliest convenience. I can also be reached via email at Kyle.Lassner@edcgov.us. I look forward to working with you.

Sincerely,

Kyle Lassner, RWP
Right of Way Supervisor



Michael Dequine and Associates, Inc.
 2295 Gateway Oaks Drive Suite 140
 Sacramento, Ca 95833
 Phone: (916) 923-5800
 Fax: (916) 923-1626

RIGHT-OF-WAY AND EASEMENTS
 SILVER SPRINGS PARKWAY EXTENSION
 COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=120'	Date: 9/5/2017	Sheet 1 of 3

A.P.N.	OWNER	FEE RIGHT OF WAY	SLOPE AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
115-030-03	SZEGEDY	0.440 AC (19,156 S.F.) AREA 1	0.497 AC (21,634 S.F.) (N)	0.208 AC (9,044 S.F.) AREA 1 (N)
		0.015 AC (662 S.F.) AREA 2		0.926 AC (40,321 S.F.) AREA 2 (N)
		0.455 AC (19,818 S.F.) TOTAL		1.133 AC (49,365 S.F.) TOTAL (N)
		0.174 AC (7,590 S.F.) (E)		
		0.281 AC (12,228 S.F.) (N)		
		0.455 AC (19,818 S.F.) TOTAL		
115-030-04	KHOSHCAR	4.005 AC (174,465 S.F.) (N)	0.667 AC (29,048 S.F.) (N)	0.742 AC (32,343 S.F.) (N)
115-030-15	PIERCE/DUBY	0.0003 AC (12 S.F.) (E)	0.292 AC (12,730 S.F.) (N)	0.020 AC (892 S.F.) AREA 1 (N)
		0.3213 AC (13,995 S.F.) (N)		0.008 AC (354 S.F.) AREA 2 (N)
		0.3216 AC (14,007 S.F.) TOTAL		0.029 AC (1,246 S.F.) TOTAL (N)
115-030-16	POHTO	0.0008 AC (34 S.F.) (E)		
		0.1627 AC (7,089 S.F.) (N)		
		0.1635 AC (7,123 S.F.) TOTAL		
NO APN	REMNANT PARCEL	0.249 AC (10,860 S.F.) (E)		
NO APN	COUNTY OF EL DORADO	FEE RIGHT OF WAY 0.037 AC (1,622 S.F.) (E)		
		0.462 AC (20,118 S.F.) (E)	1.456 AC (63,412 S.F.) (N)	1.904 AC (82,954 S.F.) (N)
PROJECT TOTALS		4.770 AC (207,777 S.F.) (N)		
		5.232 AC (227,895 S.F.) TOTAL		

(E) = EXISTING ENCUMBERED AREA

(N) = NEW (UNENCUMBERED)



**Michael Dequine
and Associates, Inc.**

2295 Gateway Oaks Drive, Suite 140
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RIGHT-OF-WAY AND EASEMENTS
SILVER SPRINGS PARKWAY EXTENSION
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: NONE	Date: 9/5/2017	Sheet 2 of 3



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and Associates, Inc.**
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Sacramento, Ca 95833
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RIGHT-OF-WAY AND EASEMENTS
SILVER SPRINGS PARKWAY EXTENSION
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=120'	Date: 9/5/2017	Sheet 3 of 3

Your Property Your Transportation Project



INTRODUCTION

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

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

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

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

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

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

Transportation Planners

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

Environmental Planners

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

Design Engineers

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

Relocation Specialists

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

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

Transportation Surveyors

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

WHO WILL CONTACT ME?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHAT HAPPENS TO THE LOAN ON MY PROPERTY?

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

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

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

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

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

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

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

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

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

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

THE DEPARTMENT'S RIGHT OF EMINENT DOMAIN.

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

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

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

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

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

WHAT HAPPENS IN A CONDEMNATION TRIAL?

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

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

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

WHO PAYS THE CONDEMNATION TRIAL COSTS?

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

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

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

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

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

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

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

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

HOW LONG CAN I KEEP MY PROPERTY?

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

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

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

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

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

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

DEFINITIONS

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

Acquire - To purchase

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

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

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

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

Counsel - An attorney or attorneys.

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

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

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

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

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

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

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

Parcel - Usually means the property that is being acquired.

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

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

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

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

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

Title - Legal ownership.

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

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

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

JULY 2008



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

ADA Notice

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Jan 2017

Caltrans & You

race
disability
Executive Order 12898

age
discrimination
sex
national origin
color
**Your Rights
Under
Title VI
and Related
Statutes**

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



18-1244 B 17 of 68

What is Title VI?

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

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

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”
(42 U.S.C. Sec. 2000d)

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

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

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

What does this mean?

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

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

Caltrans prohibits all discriminatory practices, which may result in:

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

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

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

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

Benefits and Services

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

Are your rights being violated?

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

Who bears the responsibility to Title VI?

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

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

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 **John Nojan Khoshcar, a married man as his sole and separate property**, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, and a Slope and Drainage Easement as described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit D 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

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors,

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, and D and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit D, which is attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easement is for a period of 24 months.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$200,250.00 for the Fee Title, \$33,016.50 for the Slope and Drainage Easement, \$7,420.00 for the Temporary Construction Easement, \$8,000.00 for the loss of fencing and \$190,903.50 for Severance Damages for a total amount of \$439,590.00 rounded to \$440,000.00 (four hundred forty thousand dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-12373 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 Deed(s) from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than January 31, 2019 unless the closing date is extended by

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

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

5. TITLE

Seller shall by Grant Deed and Easement Deed(s) 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.20512373, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, 7 and 8 as listed in said preliminary title report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

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

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement Deed(s) being conveyed by Seller, and as shown in Exhibits B, C and D and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deeds.

8. MORTGAGES, DEEDS OF TRUST

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

9. PRORATION OF TAXES

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

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

10. ASSESSMENTS

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

11. NO ENVIRONMENTAL VIOLATIONS

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

12. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements of the Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

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.

13. WAIVER OF AND RELEASE OF CLAIMS

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

14. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

15. REAL ESTATE BROKER

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

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Easement Deed(s) 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

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

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

C. Escrow Holder shall:

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

17. TIME IS OF THE ESSENCE

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

18. BEST EFFORTS

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

19. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

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: John Nojan Khoshcar
2800 Hill Road
Rescue, CA 95672

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

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

20. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

21. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

22. HEADINGS

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

23. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

24. ATTORNEY'S FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

25. LEASE WARRANTY PROVISION

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

26. 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:

1. County or County's contractor or authorized agent will remove the existing wire fence and metal posts along the existing gravel road and replace with new fencing of a like-kind material approximately 6 inches inside new property line upon completion of the Project.
2. County or County's contractor or authorized agent will remove any trees, shrubs or

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
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landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way/easement limits.

3. County or County's contractor or authorized agent will remove the existing brick columns and gate at the existing entrance to Seller's Property. The gate will be stored on the Seller's property and reinstalled along with newly constructed brick columns at Seller's new driveway entrance upon completion of the Project.
4. County or County's contractor or authorized agent will reconstruct and pave the Sellers' driveway to conform to the new roadway.

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. Seller understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

27. 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 115-030-04) where necessary, to perform the work as described in Section 26 of this Agreement.

28. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after

Seller _____

Seller: Khoshcar
APN: 115-030-04
Project #: 76108
Escrow #: 205-12373

due notice and in accordance with the provisions of applicable law.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

30. AUTHORIZED SIGNATURES

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

SELLER: John Nojan Khoshcar, a married man as his sole and separate property

Date: _____ By: _____
John Nojan Khoshcar

COUNTY OF EL DORADO:

Date: _____ By: _____
Board of Supervisors, Chair

ATTEST:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Seller _____

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:

PARCEL ONE

A PORTION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 4 AS SHOWN ON THE PARCEL MAP FILED OCTOBER 21, 1974 IN BOOK 6 OF PARCEL MAPS AT PAGE 127, EL DORADO COUNTY RECORDS.

PARCEL TWO

ALL THAT PORTION OF PARCEL 4, PARCEL MAP BOOK 6 PAGE 127 DESCRIBED IN THE GRANT DEED EXECUTED BY DAVID L. RATHE AND POLLY RATHE, TO JOHN NOJAN KHOSHCAR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, RECORDED MARCH 18, 2005, INSTRUMENT NO. 2005-21938, EL DORADO COUNTY RECORDS.

A.P.N. 115-030-04-100

Exhibit 'B'

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

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

**APN: 115-030-04
Seller: Khoshcar
Project: 76108**

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, **John Nojan Khoshcar, a married man as his sole and separate property**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

GRANTOR: John Nojan Khoshcar, a married man as his sole and separate property

John Nojan Khoshcar

(All signatures must be acknowledged by a Notary Public)

Exhibit A
APN 115-030-04 Fee Right of Way

All that portion of Parcel 4 of that certain Parcel Map filed in Book 6 of Parcel Maps, at Page 127, records of El Dorado County, California as said Parcel 4 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning the northeast corner of said Parcel 4;

Thence from said Point of Beginning along the easterly boundary of said Parcel 4 the following three (3) courses:

- (1) South 02°16'32" East 197.76 feet,
- (2) South 23°22'59" East 516.43 feet, and
- (3) South 09°48'41" East 663.81 feet to the southeast corner of said Parcel 4;

Thence along the southerly boundary of said Parcel 4 the following three (3) courses:

- (1) South 89°31'54" West 20.70 feet,
- (2) South 01°28'23" West 0.06 feet, and
- (3) South 89°32'12" West 61.46 feet to the southwesterly corner of said Parcel 4;

Thence along the southwesterly boundary of said Parcel 4 North 45°00'06" West 51.40 feet;

Thence leaving said southwesterly boundary along the arc of a non-tangent curve to the left, having a radius of 2750.00 feet, from a radial bearing North 79°04'32" East, through a central angle of 05°28'36", for an arc length of 262.86 feet (Chord: North 13°39'46" West 262.76 feet);


Thence North 16°24'04" West 654.39 feet;

Thence along the arc of a tangent curve to the right, having a radius of 1450 feet, through a central angle of 16°16'05", for an arc length of 411.70 feet (Chord North 08°16'02" West 410.32 feet) to the northerly boundary of said Parcel 4;

Thence along said northerly boundary North 89°26'18" East 98.42 feet to the Point of Beginning containing 174,465 square feet, more or less. See Exhibit 'B', attached hereto and made a part hereof.

The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-



Michael R. Dequine L.S. 5614
License expires: 9/30/2018

Sept. 13, 2017
Date





N89°26'18"E
98.42'

POB – NORTHEAST
CORNER OF PARCEL 4,
6 PM 127

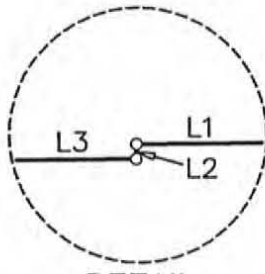
R=1450.00'
Δ=16°16'05"
L=411.70'
CH=N08°16'02"W
CHL=410.32'

S02°16'32"E 197.76'

PARCEL 4
6 PM 127

FEE RIGHT OF WAY
174,465± S.F.

PARCEL 3
6 PM 127



DETAIL
NOT TO SCALE

PARCEL 4
6 PM 127

S23°22'59"E 516.43'

N16°24'04"N 654.39'

S09°48'41"E 663.81'

R=2750.00'
Δ=5°28'36"
L=262.86'
CH=N13°39'46"W
CHL=262.76'

LINE	BEARING	DISTANCE
L1	S89°31'54"W	20.70'
L2	S01°28'23"W	0.06'
L3	S89°32'12"W	61.46'
L4	N45°00'06"W	51.40'

N79°04'32"E (RADIAL)

SEE DETAIL

POB = POINT OF BEGINNING
S.F. = SQUARE FEET

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**Michael Dequine
and Associates, Inc.**

2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca 95833
Phone: (916) 923-5820
Fax: (916) 923-1626

EXHIBIT B

**APN 115-030-04
FEE RIGHT-OF-WAY**

A PORTION OF PARCEL 4, 6 P.M. 127
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD

Drawn By: KS

Job# 16-1429

Scale: 1"=200'

Date: 8/15/2017

Sheet 1 of 1

18-1244 B 34 of 68

Exhibit 'C'

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

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

**APN: 115-030-04
Seller: Khoshcar
Project: 76108**

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

Above section for Recorder's use

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John Nojan Khoshcar, a married man as his sole and separate property**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and 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.

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

GRANTOR: John Nojan Khoshcar, a married man as his sole and separate property

John Nojan Khoshcar

(All signatures must be acknowledged by a Notary Public)

Exhibit A
APN 115-030-04 Slope and Drainage Easement

All that portion of Parcel 4 of that certain Parcel Map filed in Book 6 of Parcel Maps, at Page 127, records of El Dorado County, California as said Parcel 4 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning at a point on the northerly boundary of said Parcel 4 from which the northeast corner thereof bears North 89°26'18" East 98.42 feet;

Thence from said Point of Beginning along the arc of a curve to the left having a radius of 1450.00 feet, from a radial bearing South 89°52'01" West, through a central angle of 16°16'05", for an arc length of 411.70 feet (Chord: South 08°16'02" East 410.32 feet);

Thence South 16°24'04" East 654.39 feet;

Thence along the arc of a tangent curve to the right having a radius of 2750.00 feet, through a central angle of 05°28'36", for an arc length of 262.86 feet (Chord: South 13°39'46" East 262.76 feet) to the southwesterly boundary of said Parcel 4;

Thence along said southwesterly boundary North 45°00'06" West 55.74 feet;

Thence leaving said southwesterly boundary North 09°16'59" West 148.83 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 2730.00 feet, from a radial bearing North 74°58'51" East, through a central angle of 01°22'55", for an arc length of 65.85 feet (Chord: North 15°42'37" West 65.85 feet);

Thence North 16°24'04" West 200.03 feet;

Thence North 27°28'13" West 17.21 feet;

Thence North 18°12'04" West 100.09 feet;

Thence North 10°37'11" West 64.00 feet;

Thence North 16°24'04" West 273.76 feet;

Thence along the arc of a tangent curve to the right having a radius of 1470.00 feet, through a central angle of 09°03'51", for an arc length of 232.55 feet (Chord: North 11°52'09" West 232.31 feet);

Thence North 09°10'01" West 85.94 feet;

Thence North 06°12'05" West 99.79 feet to the northerly boundary of said Parcel 4;

Thence along said northerly boundary North 89°26'18" East 32.44 feet to the Point of Beginning containing 29,048 square feet, more or less. See Exhibit 'B', attached hereto and made a part hereof.

The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-

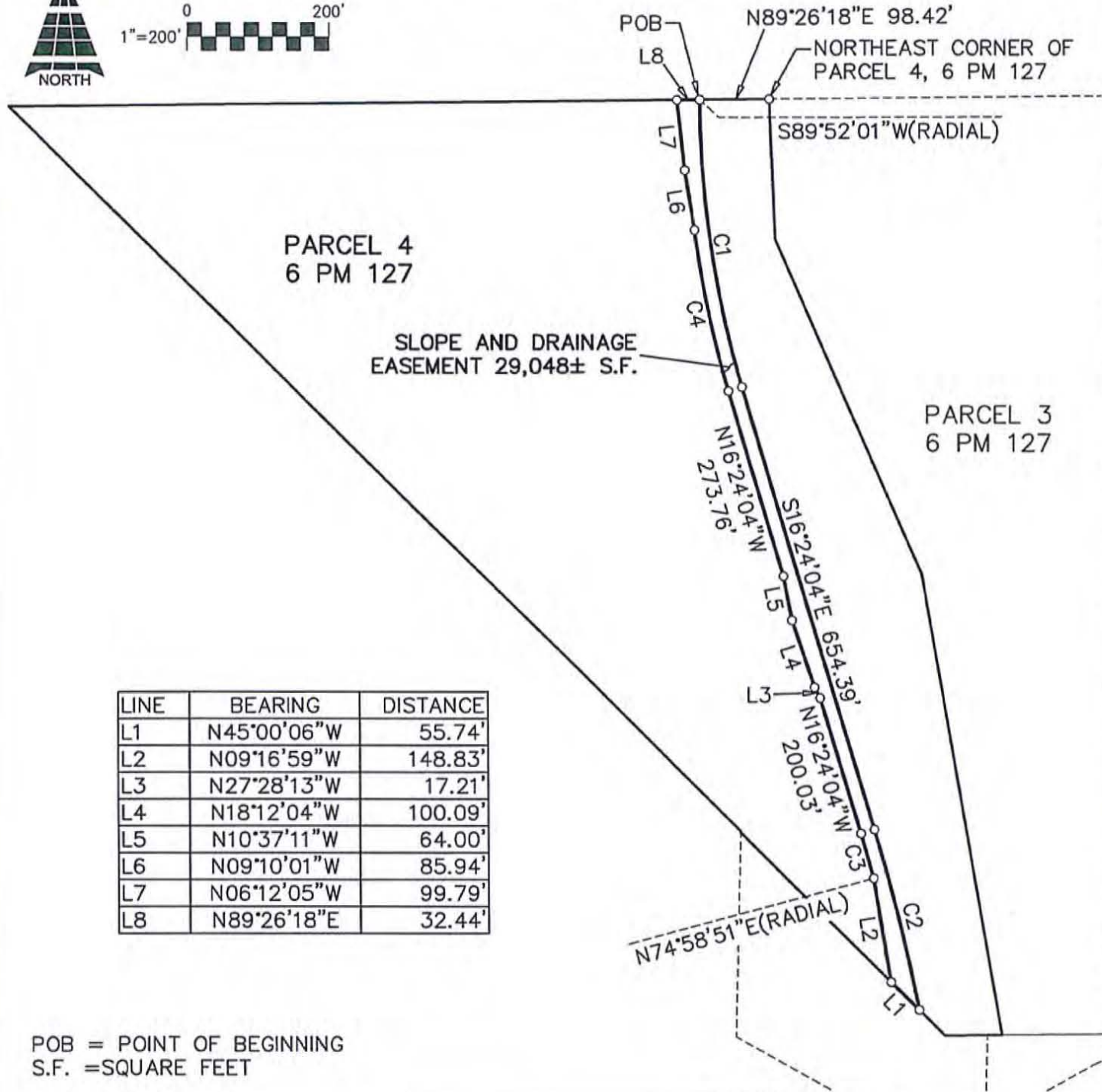


Michael R. Dequine L.S. 5614
License expires: 9/30/2018

Sept. 13, 2017
Date



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450.00'	16°16'05"	411.70'	S08°16'02"E	410.32'
C2	2750.00'	5°28'36"	262.86'	S13°39'46"E	262.76'
C3	2730.00'	1°22'55"	65.85'	N15°42'37"W	65.85'
C4	1470.00'	9°03'51"	232.55'	N11°52'09"W	232.31'



LINE	BEARING	DISTANCE
L1	N45°00'06"W	55.74'
L2	N09°16'59"W	148.83'
L3	N27°28'13"W	17.21'
L4	N18°12'04"W	100.09'
L5	N10°37'11"W	64.00'
L6	N09°10'01"W	85.94'
L7	N06°12'05"W	99.79'
L8	N89°26'18"E	32.44'

POB = POINT OF BEGINNING
S.F. = SQUARE FEET

i:\active\16-1429 lto silver springs parkway extension\survey\drawing\wp\exhibits for legal descriptions\exhibit\khsstcor slope and drainage easement_16-1429.dwg



**Michael Dequine
and Associates, Inc.**
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca 95833
Phone: (916) 923-5820
Fax: (916) 923-1626

EXHIBIT B
APN 115-030-04
SLOPE AND DRAINAGE EASEMENT
A PORTION OF PARCEL 4, 6 P.M. 127
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=200'	Date: 8/17/2017	Sheet 1 of 1

18-1244 B 37 of 68

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

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

**APN: 115-030-04
Seller: Khoshcar
Project: 76108**

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

John Nojan Khoshcar, a married man as his sole and separate property, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits 'A' and 'B' attached hereto
and by reference is made a part hereof.**

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

1. In consideration of \$7,420.00 (seven thousand four hundred twenty dollars AND 00/100) 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 **Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project. Stockpiling or parking of vehicles or equipment is allowed to take place in this area. This temporary construction easement shall not be revoked and shall not

Exhibit 'D'

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 Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108 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 \$309.17 (three hundred nine dollars and 17/100 Cents, exactly) will be paid to 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.

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

GRANTOR: John Nojan Khoshcar, a married man as his sole and separate property

John Nojan Khoshcar

(All signatures must be acknowledged by a Notary Public)

Exhibit A
APN 115-030-04 Temporary Construction Easement

All that portion of Parcel 4 of that certain Parcel Map filed in Book 6 of Parcel Maps, at Page 127, records of El Dorado County, California as said Parcel 4 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning at a point on the northerly boundary of said Parcel 4 from which the northeast corner thereof bears North 89°26'18" East 130.86 feet;

Thence from said Point of Beginning South 06°12'05" East 99.79 feet;

Thence South 09°10'01" East 85.94 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 1470.00 feet, from a radial bearing South 82°39'47" West, through a central angle of 09°03'51", for an arc length of 232.55 feet (Chord: South 11°52'09" East 232.31 feet);

Thence South 16°24'04" East 273.76 feet;

Thence South 10°37'11" East 64.00 feet;

Thence South 18°12'04" East 100.09 feet;

Thence South 27°28'13" East 17.21 feet;

Thence South 16°24'04" East 200.03 feet;

Thence along the arc of a tangent curve to the right having a radius of 2730.00 feet, through a central angle of 01°22'55", for an arc length of 65.85 feet (Chord: South 15°42'37" East 65.85 feet);

Thence South 09°16'59" East 148.83 feet to the southwesterly boundary of said Parcel 4;

Thence along said southwest boundary North 45°00'06" West 26.09 feet;

Thence leaving said southwesterly boundary along the arc of a non-tangent curve to the left having a radius of 2705.00 feet, from a radial bearing North 77°38'23" East, through a central angle of 04°02'27", for an arc length of 190.77 feet (Chord: North 14°22'51" West 190.73 feet);

Thence North 16°24'04" West 654.39 feet;

Thence along the arc of a tangent curve to the right having a radius of 1495.00 feet, through a central angle of 02°27'55", for an arc length of 64.33 feet (Chord: North 15°10'07" West 64.32 feet);

Thence South 76°03'51" West 25.00 feet;

Thence along the arc of a non-tangent curve to the right having a radius of 1520.00 feet, from a radial bearing South 76°03'51" West, through a central angle of 04°26'12", for an arc length of 117.70 feet (Chord: North 11°43'03" West 117.67 feet);

Thence North 80°30'03" East 25.00 feet;

Thence along the arc of a non-tangent curve to the right having a radius of 1495.00 feet, from a radial bearing South 80°30'03" West, through a central angle of 09°21'11", for an arc length of 244.05 feet (Chord: North 04°49'22" West 243.78 feet) to the northerly boundary of said Parcel 4;

Thence along said northerly boundary North 89°26'18" East 12.56 feet to the Point of Beginning containing 32,343 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-

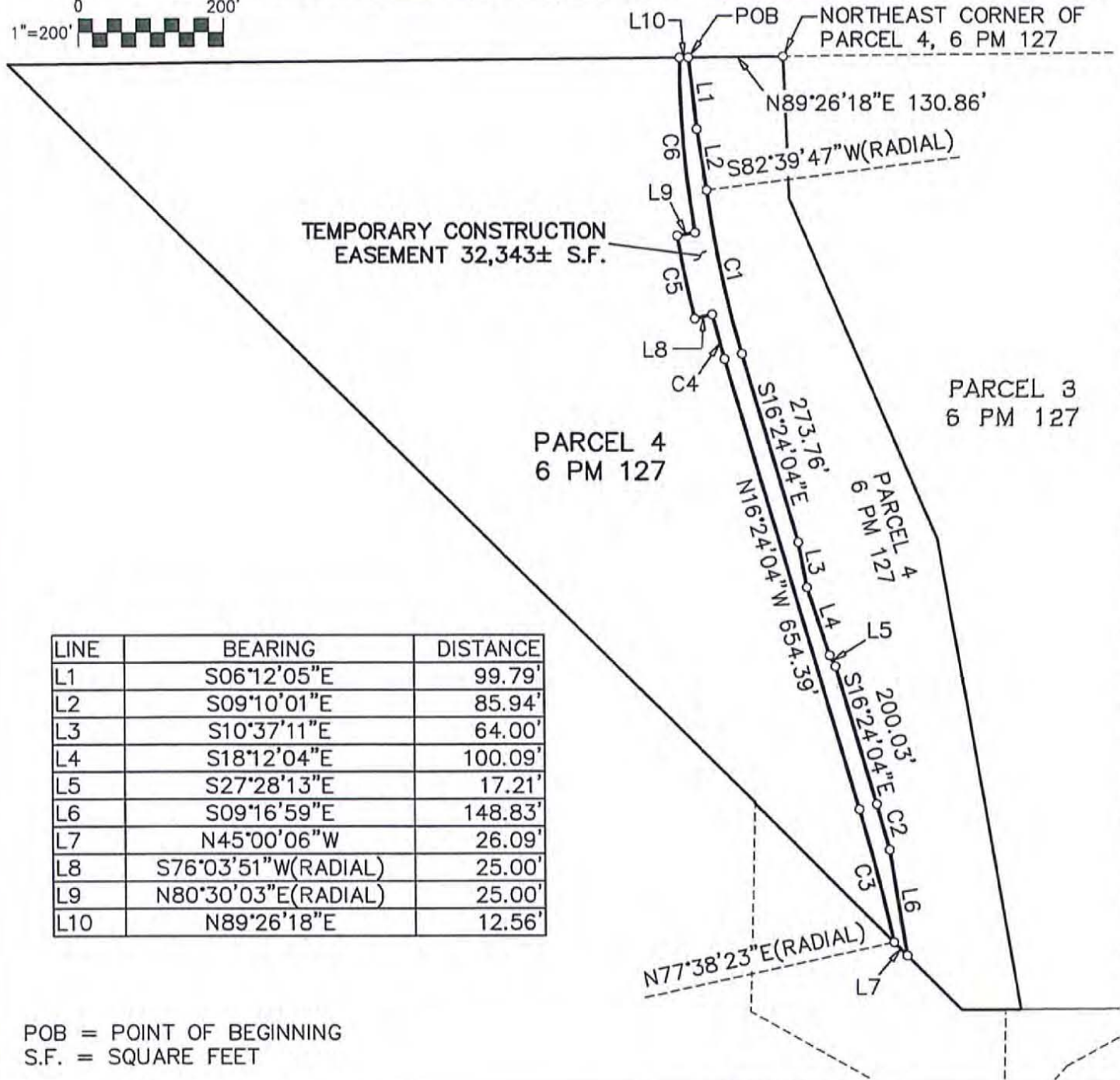
Michael R. Dequine

Michael R. Dequine L.S. 5614
License expires: 9/30/2018

Sept. 13, 2017
Date



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1470.00'	9°03'51"	232.55'	S11°52'09"E	232.31'
C2	2730.00'	1°22'55"	65.85'	S15°42'37"E	65.85'
C3	2705.00'	4°02'27"	190.77'	N14°22'51"W	190.73'
C4	1495.00'	2°27'55"	64.33'	N15°10'07"W	64.32'
C5	1520.00'	4°26'12"	117.70'	N11°43'03"W	117.67'
C6	1495.00'	9°21'11"	244.05'	N04°49'22"W	243.78'



LINE	BEARING	DISTANCE
L1	S06°12'05"E	99.79'
L2	S09°10'01"E	85.94'
L3	S10°37'11"E	64.00'
L4	S18°12'04"E	100.09'
L5	S27°28'13"E	17.21'
L6	S09°16'59"E	148.83'
L7	N45°00'06"W	26.09'
L8	S76°03'51"W (RADIAL)	25.00'
L9	N80°30'03"E (RADIAL)	25.00'
L10	N89°26'18"E	12.56'

POB = POINT OF BEGINNING
S.F. = SQUARE FEET



**Michael Dequine
and Associates, Inc.**
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca 95833
Phone: (916) 923-5820
Fax: (916) 923-1626

EXHIBIT B
APN 115-030-04
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF PARCEL 4, 6 P.M. 127
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD Drawn By: KS Job# 16-1429

Scale: 1"=200' Date: 7/17/2017 Sheet 1 of 1

t:\active\16-1429 (to silver springs parkway extension)\survey\drawing\wp\exhibits for legal descriptions\exhibit khoshcar temporary construction easement 16-1429.dwg

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

(Form #)

The County of El Dorado (County) is proposing to construct the south segment of the Silver Springs Parkway project.

Your property located at 2800 Hill Road is within the project area, and is also identified by your County assessor's as parcel number 115-030-04.

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

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The County will offer to purchase any remnant(s) considered by the County to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests acquired are: fee title, slope and drainage and temporary construction easements. The property being purchased comprises **174,465 square feet (SF) of fee title, 29,048 SF of slope and drainage easement and 32,343 SF of temporary construction easement** and is described in the offer package and exhibits attached thereto, which are attached to the enclosed draft Acquisition Agreement for Public Purposes.
4. The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Appraisal Summary Statement to you for your review and such amount:
 - a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
 - b. Is not less than the approved appraisal of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the County will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:

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

(Form #)

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

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

(Form #)

Dist.	Co.	P.M.	Parcel No.	Federal Aid Project No.	Date / Revised Date
03	ED	n/a	EDC 115-030-04	n/a	10/15/17

Owner: John Nojan Khoshcar

Date Acquired: unknown

Property Address: 2800 Hill Road
Rescue, CA 95672

Property to be acquired: Part X All

Total Property Area: 17.91

Including Permanent Access Rights: Yes X No

STATUTORY BASIS OF VALUATION

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

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

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

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

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

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

BASIC PROPERTY DATA

Interest valued: Fee title, Slope and Drainage Easement, Temporary Construction Easement

Date of valuation: October 15, 2017

Original X Updated

Applicable zoning: R1A

Area to be acquired: 174,465 SF of Fee title, 29,048 SF of Slope and Drainage Easement and 32,343 SF of Temporary Construction Easement

Highest and best use: Rural Residential

Current use: Rural Residential

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item: N/A

Size: N/A

Lump Sum Total: \$ N/A

Value of the Entire Property – LAND ONLY: \$ 895,500.00

Value of IMPROVED PROPERTY: \$ N/A

Value of the IMPROVEMENTS: \$ N/A

Value of the property being acquired including the following improvements:

Fee Title	<u>\$ 200,250.00</u>
Road and Public Utility Easement	<u>\$ 0</u>
Slope & Drainage Easement	<u>\$ 33,016.50</u>
Temporary Construction Easement	<u>\$ 7,420.00 (not permanent)</u>

TOTAL \$ 233,266.50

Value of the remainder as part of the whole before the County's acquisition
LAND ONLY: \$ 654,233.50

Value of the remainder after acquisition: \$ 463,330.00

Severance Damages:

Cost to Cure Damages:	\$ None
Incurable Damages:	\$ 190,903.50

Total Damages: \$ 190,903.50

Benefits: \$ None

Net Damages: \$ None

The amount of any other compensation: \$ 8,000.00 (fencing)

JUST COMPENSATION FOR ACQUISITION \$ 439,590.00

Rounded To \$ 440,000.00

Construction Contract Work: \$ None

SEVERANCE DAMAGES

Cost To Cure Damage Items: \$ None

Incurable Damages: \$ None

Total Damages: \$ None

Benefits: \$ None

Lump Sum Total: \$ None

Net Damages: (Total Damages less Benefits) \$ None

CONSTRUCTION CONTRACT WORK ITEMS

1. Driveway access to be determined.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

1. The Sale Comparison approach is based on the consideration of Comparable land sales.
Indicated value by Sales Comparison Approach \$895,500.00
See attached sheet for principal transaction. LAND ONLY
Comparable land and improved sales
Indicated value by Sales Comparison Approach \$ N/A
See attached sheet for principal transaction. LAND AND IMPROVEMENTS

SUMMARY OF THE BASIS FOR JUST COMPENSATION

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

Data	Location	Date	Size (Ac)	Zoning	Price	Price/Ac (SF)
1	1301 Lomita Ct El Dorado Hills 110-450-07	Jan-16	8.04	R1A	\$510,000	\$63,433 \$1.46
2	3601 Bass Lake Rd El Dorado Hills 119-090-37	Apr-15	8.64	RE-10	\$326,500	\$37,789 \$0.87
3	3147 Deer Valley Rd Rescue 102-070-57	Apr-17	9.49	RL-10	\$550,000	\$57,956 \$1.33
4	Sienna Ridge Rd El Dorado Hills 115-040-08	Dec-15	10.03	RE-10	\$900,000	\$89,731 \$2.06
5	100 D' Oro Ct Rescue 102-200-60	Apr-16	10.10	RL-10	\$370,000	\$36,634 \$0.84
6	1960 Green Valley Rd El Dorado Hills 115-080-04	Nov-16	10.30	RE-10	\$350,000	\$33,981 \$0.78
7	N. Bass Lake Rd El Dorado Hills 115-040-06	Dec-15	11.06	RE-10	\$725,000	\$65,552 \$1.50
8	1850 Shoreview Dr El Dorado Hills 110-590-54	Mar-16	14.22	R1A & RE-5	\$755,000	\$53,094 \$1.22

APPRAISAL SUMMARY

APN: 115-030-04

OWNER: John Khoshcar

PROPERTY ADDRESS: 2800 Hill Road

LOCALE: Rescue

ZONE: R1A, One Acre Residential PRESENT USE: Rural Residential

HIGHEST AND BEST USE (SITE): Rural Residential

DATE ACQUIRED: Over 5 Yrs. D.T.T.: N/A CONSIDERATION: N/A

TOTAL PROP. AREA: 17.91± Acres FULL X PART
(INC. ACCESS RTS. YES X NO)

DATE OF VALUE: 10-15-2017 ROUNDED TO: \$440,000

MARKET VALUE OF REQUIRED PROPERTY: \$439,590.00

LAND:

Fee Simple Area (4.005± Acres) \$200,250.00
(4.005 Acres unencumbered @ \$50,000/Acre x 100% = \$200,250.00)

Permanent Slope and Drainage Easement (0.667± Acre) \$33,016.50
(0.667 Acre unencumbered @ \$50,000/Acre x 99% = \$33,016.50)

Temporary Construction Easement (0.742± Acre) \$7,420.00
(0.742 Acre unencumbered @ \$50,000/Acre x 10%/year x 2 years = \$7,420.00)

IMPROVEMENTS: Interior Fencing \$8,000.00

DAMAGES: Loss of Trees, Pond, Access Road \$190,903.50

BENEFITS: None -0-

CONSTRUCTION CONTRACT WORK: Relocate or Replace Entrance Gate/Pillars and
Boundary Fencing; Conform driveway *

* Cost to be provided by contractor

Date Inspected: 10-15-17

By: Dwight Pattison
Michael Pattison



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION

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

PLACERVILLE OFFICES:

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

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

LAKE TAHOE OFFICES:

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

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

LETTER OF AUTHORIZATION TO RELEASE INFORMATION

LENDER: _____ **LOAN #:** _____

LENDER MAILING ADDRESS: _____

LENDER CONTACT #: _____ **FAX #:** _____

PARCEL APN: 115-030-04

PROPERTY ADDRESS: 2800 Hill Road, Rescue CA

SELLERS/BORROWER'S PRINTED NAME: John Nojan Khoshcar

PROJECT NAME: Silver Springs Parkway CIP No. 76108

ACQUISITION INTEREST(S): Fee title, Slope and Drainage Easement, Temporary Construction Easement

ESCROW NUMBER: 205-12373

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

Primary Agent Representing County of El Dorado:

(530) 621-5316 Kyle.Lassner@edcgov.us

Kyle Lassner, RWP
Right of Way Supervisor

Direct Line / Email

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

employees or any title insurance company or other such escrow agent that may participate in the closing of the sale of the acquisition property.

Borrower certifies that this request has been made voluntarily and that the information given above is believed to be accurate. Borrower acknowledges that Borrower may revoke this authorization at any time, except to the extent that action has already been taken to comply with it. Re-disclosure of the information released pursuant hereto is hereby authorized. This authorization will remain in effect until revoked in writing by the undersigned and revokes all prior authorizations. By signing below, Borrower knowingly and voluntarily waives any applicable privacy rights regarding the disclosure of this information and releases the County of El Dorado and Placer Title Company, their respective officers, employees and personnel from any and all liability for damages of whatever kind which may at any time result to the undersigned, their heirs, family or associates because of compliance with this authorization and release of information pursuant hereto.

SELLER/BORROWER

DATE

PLACER TITLE COMPANY

Preliminary Report

Issued By:

Order No. 205-12373
UPDATE
Version 5

PLACER TITLE COMPANY
BUILDER SERVICES
2901 K STREET, SUITE 390
SACRAMENTO, CA 95816
Escrow Officer: Jim Donner
Phone: 530-626-3770
Fax: 530-626-3776
Escrow Officer Email: jdonner@placertitle.com
Email Loan Docs To: N/A

Customer Reference: PROJECT #66108

Property Address: APN: 115-030-04, EL DORADO HILLS, CA 95762

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

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

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN ATTACHMENT ONE OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

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

Dated as of October 20, 2017 at 7:30 a.m.

Title Officer: Kelly Riddle

Order No. 205-12373
UPDATE
Version 5

The form of policy of title insurance contemplated by this report is:
CLTA Standard Coverage Policy

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

A FEE SIMPLE

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

JOHN NOJAN KHOSHCAR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

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:

PARCEL ONE

A PORTION OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 4 AS SHOWN ON THE PARCEL MAP FILED OCTOBER 21, 1974 IN BOOK 6 OF PARCEL MAPS AT PAGE 127, EL DORADO COUNTY RECORDS.

PARCEL TWO

ALL THAT PORTION OF PARCEL 4, PARCEL MAP BOOK 6 PAGE 127 DESCRIBED IN THE GRANT DEED EXECUTED BY DAVID L. RATHE AND POLLY RATHE, TO JOHN NOJAN KHOSHCAR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, RECORDED MARCH 18, 2005, INSTRUMENT NO. 2005-21938, EL DORADO COUNTY RECORDS.

A.P.N. 115-030-04-100

EXCEPTIONS

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

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2017-2018:
1ST INSTALLMENT: \$5,914.48 DUE
2ND INSTALLMENT: \$5,914.48 DUE
ASSESSED VALUATIONS:
LAND: \$428,766.00
IMPROVEMENTS: \$673,779.00
EXEMPTION: \$7,000.00
PARCEL NO.: 115-030-04-100 CODE AREA: 100-174

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.
SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. ANY TAXES OR ASSESSMENTS LEVIED BY:
 - A. EL DORADO IRRIGATION DISTRICT
4. AN EASEMENT OVER SAID LAND FOR ROAD AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED PAUL E. RHOADS, ET UX., IN DEED RECORDED JUNE 28, 1970, AS BOOK 970, PAGE 641, OFFICIAL RECORDS.

AFFECTS EASTERLY PORTION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.
5. SUBJECT TO A PRORATA SHARE IN THE MAINTENANCE OF EXISTING ROADWAY AS SET FORTH IN DEED RECORDED JUNE 28, 1970 IN BOOK 970 OF OFFICIAL RECORDS PAGE 641.
6. AN EASEMENT OVER SAID LAND FOR THE PURPOSE OF ROAD AND PUBLIC UTILITIES, AND INCIDENTAL PURPOSES AS SET FORTH ON PARCEL MAP FILED OCTOBER 21, 1974, IN BOOK 6, PAGE 127 OF PARCEL MAPS.

AFFECTS: EASTERLY 30 FEET
7. AN EASEMENT OVER SAID LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS

EXCEPTIONS
(Continued)

GRANTED EL DORADO IRRIGATION DISTRICT, IN DEED RECORDED FEBRUARY 01, 2000, AS INSTRUMENT NO. 2000-5823, OFFICIAL RECORDS.

AFFECTS THE EASTERLY 30 FEET

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

8. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$1,000,000.00, DATED MAY 08, 2007, RECORDED MAY 15, 2007, AS INSTRUMENT NO. 2007-32530, OFFICIAL RECORDS.

TRUSTOR: JOHN NOJAN KHOSHCAR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

TRUSTEE:

BENEFICIARY: HOMECOMINGS FINANCIAL, LLC F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.

LOAN NO.:

AS TO PARCEL TWO ONLY

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST WAS ASSIGNED OF RECORD TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), BY ASSIGNMENT RECORDED AUGUST 20, 2007, AS INSTRUMENT NO. 2007-54054, OFFICIAL RECORDS.

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. THE LAW REQUIRES THAT FUNDS BE DEPOSITED IN THE TITLE COMPANY ESCROW ACCOUNT AND AVAILABLE FOR WITHDRAWAL PRIOR TO DISBURSEMENT. FUNDS DEPOSITED WITH THE COMPANY BY WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS DEPOSITED WITH THE COMPANY VIA CASHIER'S OR TELLER'S CHECKS DRAWN ON A CALIFORNIA BASED BANK MAY BE DISBURSED THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS ARE DEPOSITED WITH THE COMPANY BY OTHER METHODS, RECORDING AND/OR DISBURSEMENT MAY BE DELAYED.

Order No. 205-12373
UPDATE
Version 5

EXCEPTIONS
(Continued)

NOTE: AUTOMATED CLEARING HOUSE (ACH) TRANSFERS ARE NOT ACCEPTED IN LIEU OF WIRED FUNDS AND WILL BE REJECTED, EXCEPT WHEN RECEIVED FROM A GOVERNMENT AGENCY.

*** CANCELLATION NOTE:

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE 2 OF BULLETIN NO. NS-35E.

***NOTE: THE FOLLOWING UNDERWRITER HAS BEEN SELECTED FOR THIS TRANSACTION:

WESTCOR LAND TITLE INSURANCE COMPANY

DISCLOSURE OF DISCOUNTS:

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

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

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

LENDER'S NOTE:

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

BUYER'S NOTE:

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

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

CLTA PRELIMINARY REPORT FORM
Attachment One (Revised 6-3-11)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- * Land use
- * Improvements on the land
- * Land division
- * Environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records
- * on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
- * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (7-26-10)

EXCLUSIONS FROM COVERAGE

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

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

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

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

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

CALIFORNIA WITHHOLDING

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

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

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

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

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

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

**NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

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

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

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$50.00), please mark below, sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

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

AGTIC Title Insurance Company
American Guaranty Title Insurance Company
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
North Idaho Title Insurance Company
North American Title Insurance Company

Old Republic National Title Insurance Company
Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

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

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

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

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

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

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

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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

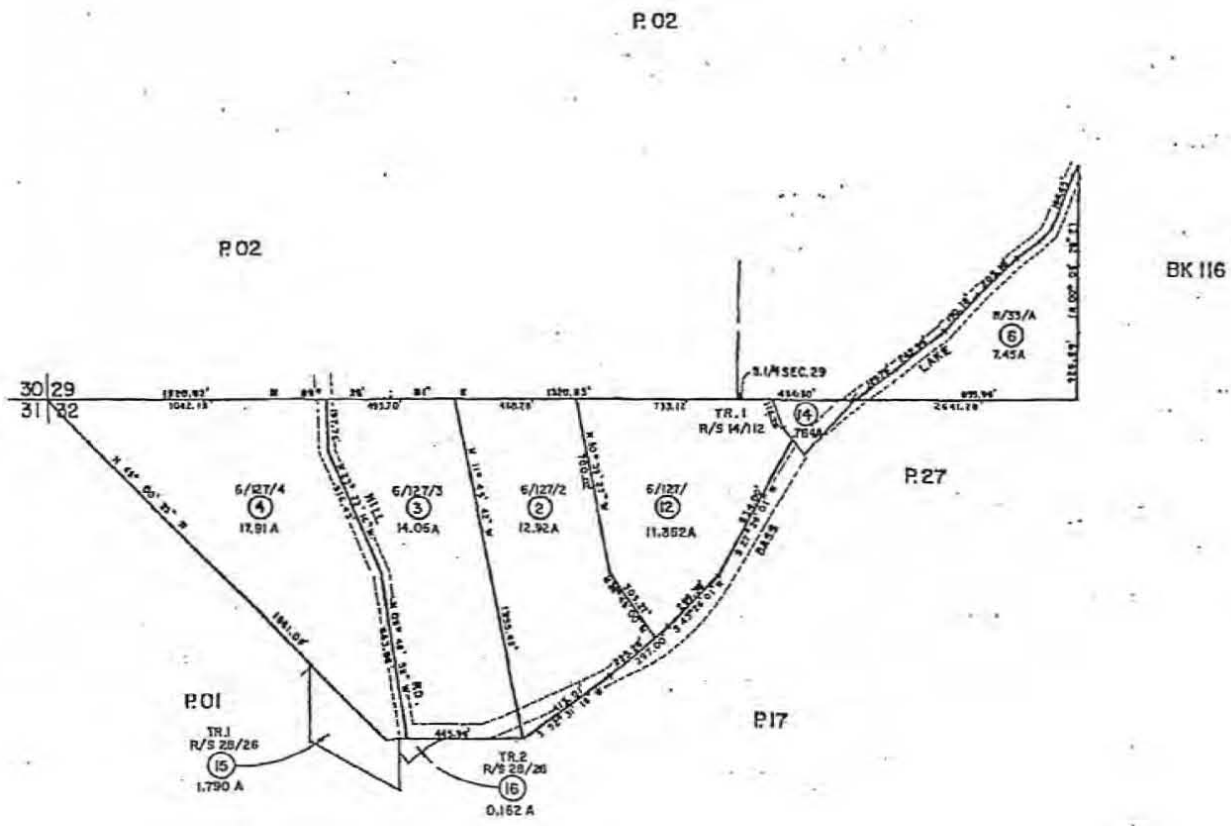
POR.S.1/2,S.1/2 SEC.29 & POR.N.1/2,N.1/2 SEC.32 T.10N.R.9E.MDM.

Tax Area Code

115:03



Description: El Dorado, CA Assessor Map 115.3 Page: 1 of 1
Order: 11 Comment:



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 115 - Pg. 03
County of El Dorado, California

JUL 11 2005