

Seller: Mazzone
APN: 329-260-01
Project #: 73366
Escrow #: P-306559

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 **IRENE MAZZONI, A SINGLE WOMAN** 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, a Temporary Construction Easement as described and depicted in Exhibit C and the exhibits thereto and a Public Utility 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, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in

Seller 

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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 C, which is attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easement is for a period of 36 months from the date of full execution of this Agreement. Construction is anticipated to take 12 months.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$21,695.00 for the Fee Title, \$2,437.50 for the Public Utility Easement, and \$7,309.50 for the Temporary Construction Easement, for a total amount of \$31,442.00 rounded to \$31,500.00 (thirty one thousand five hundred dollars exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. P-306559, 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 Deeds from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than July 31, 2020, unless the closing date is extended by mutual

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

4. ESCROW AND OTHER FEES

County shall pay:

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

5. TITLE

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

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.P-306559, dated December 5, 2018, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5 and 6 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 

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the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to 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 Deeds 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 

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

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

8. MORTGAGES, DEEDS OF TRUST

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

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.

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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 for the Industrial Drive Signalization Project, CIP #73666, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller

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

Seller 

Seller: Mazzone
APN: 329-260-01
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disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deed and Easement Deeds.

C. Escrow Holder shall:

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

17. TIME IS OF THE ESSENCE

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

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: Mazzone
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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: Irene Mazzone
P.O. Box 71
Diamond Springs, CA 95619

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

COPY TO: County of El Dorado
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: Mazzone
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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. CONSTRUCTION CONTRACT WORK

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

- A. Due to construction of the Project, Seller's driveway on Missouri Flat Road nearest the intersection of the Missouri Flat and Industrial Drive will be removed.
- B. Mailboxes will be removed from their current location. County will provide upgraded locking mailboxes as the existing mailboxes will be rendered unusable do to their removal. County will coordinate with Seller on their future relocation.
- C. The chain link fence along Industrial Drive will be removed and relocated

Seller 

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inside the new property line. County will coordinate with Seller on its ultimate replacement length, not to exceed what is removed because of the project.

- D. The above-ground propane tank on the north edge of the Seller's property will be removed and relocated. County to coordinate with Seller on its future relocation.
- E. The fire hydrant near said propane tank will be removed and relocated.
- F. The existing commercial business advertising signs at the corner of Seller's property are currently within County right-of-way. Seller does not own these signs. They will be removed and left at the property. The tall green metal two-post sign is the Seller's sign for the property. That sign will be removed and relocated at County's expense. County will coordinate with Seller regarding its future relocation.
- G. The metal commercial business advertising sign along Missouri Flat Road near Seller's southern driveway is not in conflict with the Project and will remain. If construction requires temporary removal and relocation, County will coordinate with Seller and reinstall as close to its current location as possible upon completion of the Project.
- H. County will restripe parking stalls and relocate concrete wheel stops as needed to address any loss of parking cause by the Project.

All work done under this Agreement shall conform to all applicable building, fire and sanitary

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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.

26. 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 329-260-01) where necessary, to perform the work as described in Section 25 of this Agreement.

27. EFFECTIVE DATE

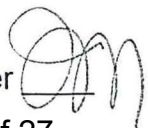
This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

28. ENTIRE AGREEMENT

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

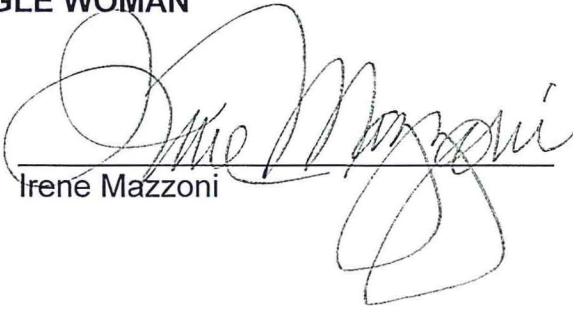
29. AUTHORIZED SIGNATURES

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

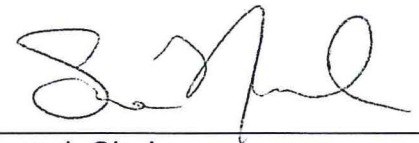
Seller 

Seller: Mazzone
APN: 329-260-01
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SELLER: IRENE MAZZONI, A SINGLE WOMAN

Date: July 22, 2019 By: 
Irene Mazzone

COUNTY OF EL DORADO:

Date: 9/10/2019 By: 
Sue Novasel, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors


By: 
Deputy Clerk

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

Parcel G, as said parcel is designated and so delineated on that certain Parcel Map entitled "A portion of the S. 1/2 of Section 24, and a portion of Section 25, T.10N., R.10E., M.D.B.&M.", filed in the Office of the County Recorder of El Dorado County, State of California, on October 3, 1973, in Book 4 of Parcel Maps, at Page 88.

APN: 329-260-001-000

Exhibit 'B'

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

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

APN: Por. 329-260-01
Seller: Mazzoni
Project: #73366

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, **IRENE MAZZONI, A SINGLE WOMAN**, 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: IRENE MAZZONI, A SINGLE WOMAN

Irene Mazzoni

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in the North One-Half of Section 25, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel G of that certain Parcel Map filed in Book 4 of Parcel Maps, Page 88 in the official records of El Dorado County more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel; thence along the westerly right of way line of Missouri Flat Road South $10^{\circ} 50' 00''$ West 77.96 feet; thence leaving said westerly line North $86^{\circ} 47' 50''$ West 9.36 feet to the beginning of a non-tangent curve to the left having a radius of 33.87 feet; thence northwesterly 58.62 feet along said curve through a central angle of $99^{\circ} 08' 43''$, said curve being subtended by a chord which bears North $44^{\circ} 40' 42''$ West 51.57 feet; thence South $85^{\circ} 44' 57''$ West 36.33 feet; thence North $87^{\circ} 21' 49''$ West 84.05 feet to the southerly right of way line of Industrial Drive; thence along said southerly line North $78^{\circ} 02' 52''$ East 184.45 feet to the POINT OF BEGINNING. Containing 4,339 square feet (0.10 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is Grid North. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground distances.

The purpose of the above description is to describe that portion of said Parcel as a fee right of way for road purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



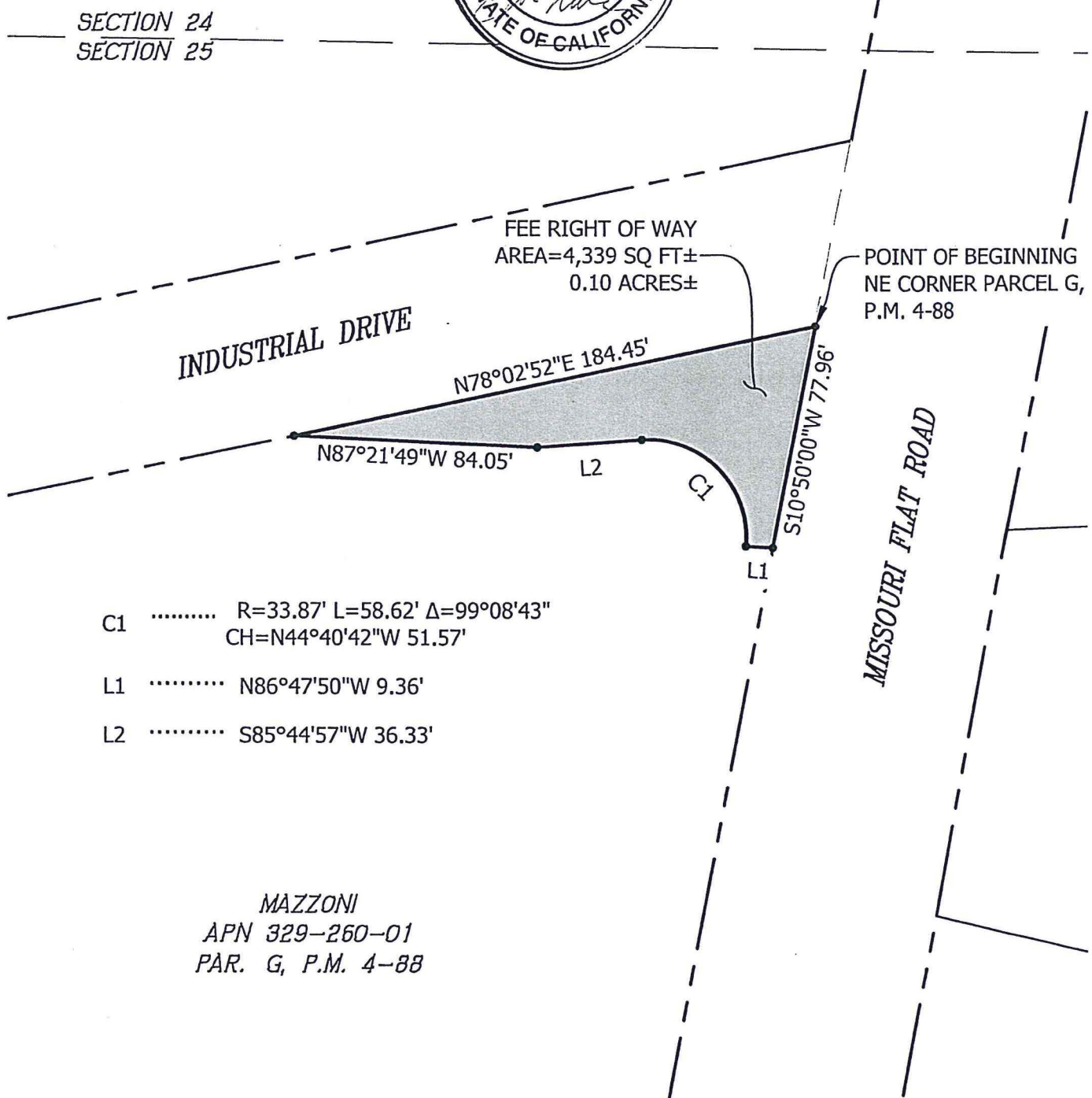
Date: 12/19/10

EXHIBIT 'B'

Situate in the North 1/2 of Section 25,
T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



SECTION 24
SECTION 25



- C1 R=33.87' L=58.62' Δ=99°08'43"
CH=N44°40'42"W 51.57'
- L1 N86°47'50"W 9.36'
- L2 S85°44'57"W 36.33'

MAZZONI
APN 329-260-01
PAR. G, P.M. 4-88

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

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

APN: 329-260-01
Seller: Mazzoni
Project #: 73366

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201__, from **IRENE MAZZONI, A SINGLE WOMAN**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 329-260-01

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Exhibit 'C'

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

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

APN: 329-260-01

Seller: Mazzone

Project: #73366

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

IRENE MAZZONI, A SINGLE WOMAN, 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 'A1' and 'B1' 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 \$7,309.50 (seven thousand three hundred nine and AND 50/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit 'A1' and depicted on the map in Exhibit 'B1' attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Industrial Drive Intersection Signalization Project, CIP #73366 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project. Stockpiling or parking of vehicles or equipment is allowed to take place in this area. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this

Exhibit 'C'

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. The Temporary Construction Easement is for a period of 36 months from the date of full execution of this Agreement. Construction is anticipated to take 12 months. This Easement also covers a one-year warranty period.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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

GRANTOR: IRENE MAZZONI, A SINGLE WOMAN

Irene Mazzoni

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A1'

All that certain real property situate in the North One-Half of Section 25, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel G of that certain Parcel Map filed in Book 4 of Parcel Maps, Page 88 in the official records of El Dorado County more particularly described as follows:


COMMENCING at the Northeast corner of said Parcel; thence along the westerly right of way line of Missouri Flat Road South 10° 50' 00" West 77.96 feet to the POINT OF BEGINNING; thence leaving said westerly line North 86° 47' 50" West 9.36 feet to the beginning of a non-tangent curve to the left having a radius of 33.87 feet; thence northwesterly 58.62 feet along said curve through a central angle of 99° 08' 43", said curve being subtended by a chord which bears North 44° 40' 42" West 51.57 feet; thence South 85° 44' 57" West 36.33 feet; thence North 87° 21' 49" West 84.05 feet to the southerly right of way line of Industrial Drive; thence along said southerly line South 78° 02' 52" West 28.59 feet; thence leaving said southerly line South 80° 19' 32" East 156.03 feet; thence South 14° 35' 12" East 59.22 feet; thence South 79° 10' 00" East 15.00 feet to the westerly right of way line of Missouri Flat Road; thence along said westerly line North 10° 50' 00" East 54.88 feet to the POINT OF BEGINNING.
Containing 4,873 square feet (0.11 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is Grid North. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground distances.

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



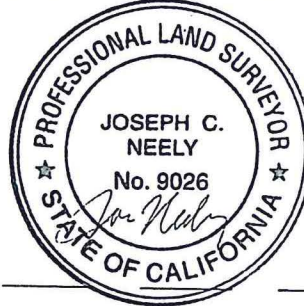
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



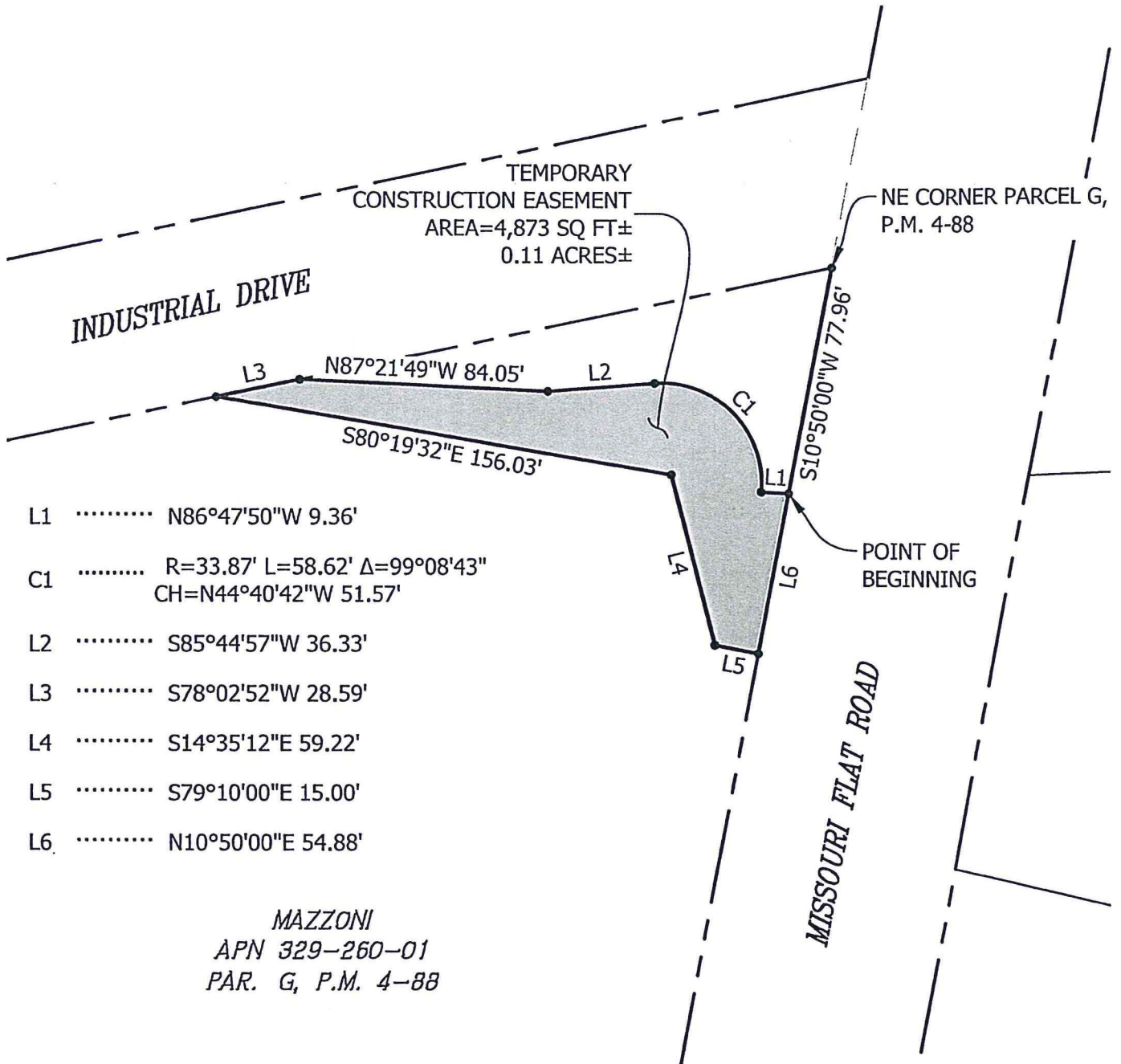
Date: 12/19/18

EXHIBIT 'B1'

Situate in the North 1/2 of Section 25,
T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



SECTION 24
SECTION 25



- L1 N86°47'50"W 9.36'
- C1 R=33.87' L=58.62' Δ=99°08'43"
CH=N44°40'42"W 51.57'
- L2 S85°44'57"W 36.33'
- L3 S78°02'52"W 28.59'
- L4 S14°35'12"E 59.22'
- L5 S79°10'00"E 15.00'
- L6 N10°50'00"E 54.88'

MAZZONI
APN 329-260-01
PAR. G, P.M. 4-88

MISSOURI FLAT ROAD

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

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

APN: 329-260-01
Seller: Mazzoni
Project #: 73366

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 201____, from **IRENE MAZZONI, A SINGLE WOMAN**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 329-260-01

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Exhibit 'D'

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

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

APN: 329-260-01
Seller: Mazzoni
Project #: 73366

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

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **IRENE MAZZONI, A SINGLE WOMAN**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A-2' AND DEPICTED IN EXHIBIT 'B-2' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

GRANTOR: IRENE MAZZONI, A SINGLE WOMAN

Irene Mazzoni

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in the North One-Half of Section 25, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel G of that certain Parcel Map filed in Book 4 of Parcel Maps, Page 88 in the official records of El Dorado County more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel; thence along the westerly right of way line of Missouri Flat Road South 10° 50' 00" West 132.84 feet to the POINT OF BEGINNING; thence leaving said westerly line North 79° 10' 00" West 15.00 feet; thence South 10° 50' 00" West 65.00 feet; thence South 79° 10' 00" East 15.00 feet to the westerly right of way line of Missouri Flat Road; thence along said westerly line North 10° 50' 00" East 65.00 feet to the POINT OF BEGINNING. Containing 975 square feet (0.02 acre) more or less.

-End of Description-

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

The Basis of Bearings of the above description is Grid North. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground distances.

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



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



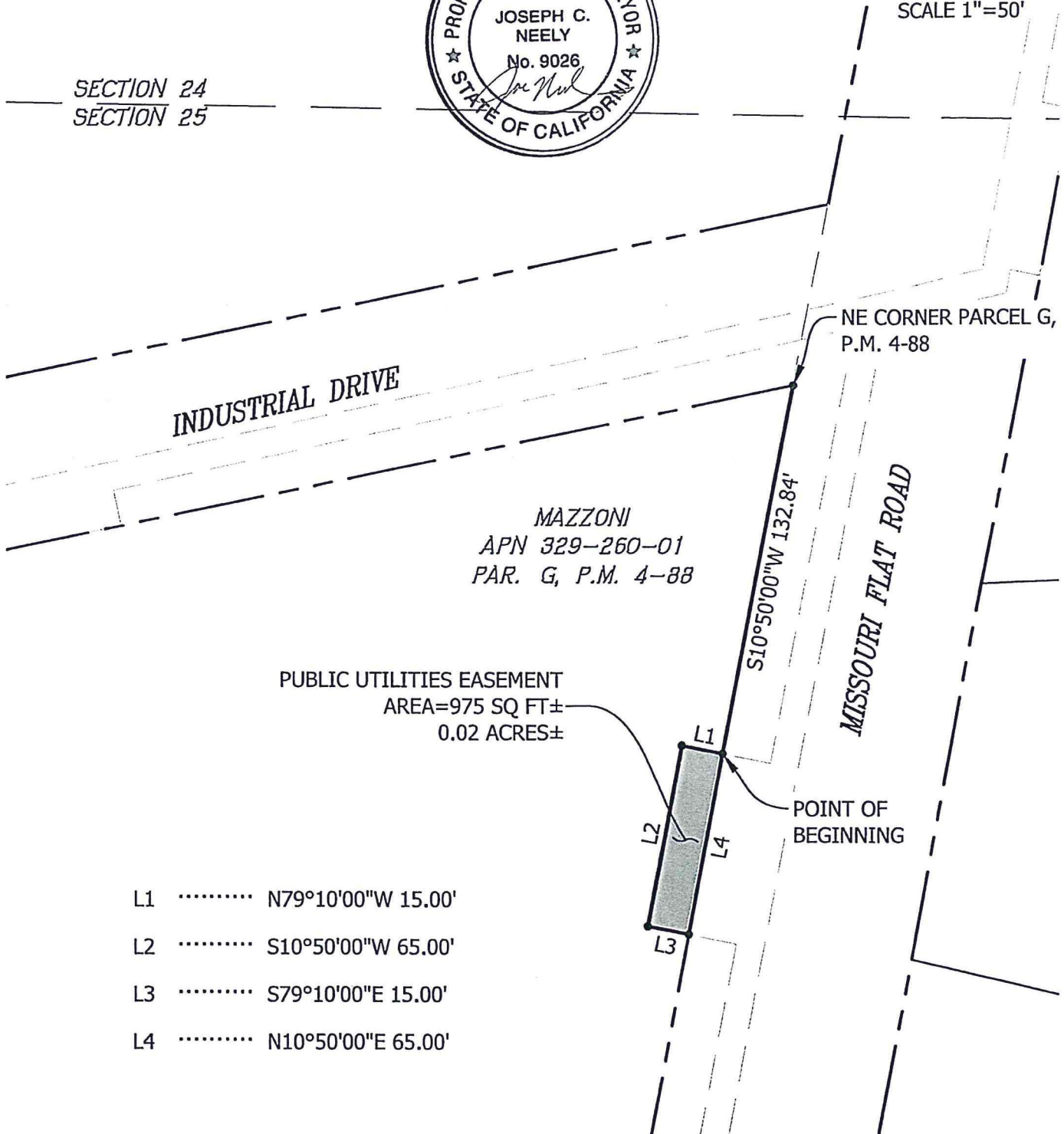
Date: 12/19/18

EXHIBIT 'B2'

Situate in the North 1/2 of Section 25,
T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



SECTION 24
SECTION 25



- L1 N79°10'00"W 15.00'
- L2 S10°50'00"W 65.00'
- L3 S79°10'00"E 15.00'
- L4 N10°50'00"E 65.00'

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

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

APN: 329-260-01
Seller: Mazzone
Project #: 73366

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Utility Easement dated _____, 201____, from **IRENE MAZZONI, A SINGLE WOMAN**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 329-260-01

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Sue Novasel, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk