

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

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 **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, referred to herein as (“Sellers”), with reference to the following facts:

RECITALS


- A. Sellers own that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Slope and Drainage Easement as described and depicted in Exhibit C and the exhibits thereto, a Temporary Construction Easement as described and depicted in Exhibit D and the exhibits thereto, and a Slope Easement as described in Exhibit E and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Properties”, on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agree to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached

Sellers 

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

Exhibits B, C, D and E, 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.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$899.00** for the fee title, **\$2,033.00** for the Slope and Drainage Easement, **\$188.00** for a Slope Easement, and **\$264.00** for a Temporary Construction Easement, for a total amount of **\$3,384.00**. The payment for On-site Improvements is **\$11,929.00**. The payment for the Cost to Cure items is **\$10,928.00**; all payments total **\$26,241.00**, rounded to **\$26,300.00**, plus an administrative settlement of **\$3,255** to total **\$29,555.00 (twenty nine thousand five hundred fifty-five dollars)** which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39932, which has been opened at Placer Title Company ("Escrow Holder"), 175 Placerville Drive, Placerville, CA, 95667; Attention: Jim Donner, Escrow Officer. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement Deeds from Sellers to County for the Acquisition Properties. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close

Sellers K.A. B.A.
15-1253 B 2 of 34

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

escrow. The escrow must be closed no later than March 31, 2016, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

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

5. TITLE

Sellers 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.201-39932, dated November 25, 2014; and
- C. Exceptions numbered 1, 2, and 3 paid current, and subject to items 4, 5, 6, and 7, as listed in said preliminary title report.

Sellers K.A. G.A.
15-1253 B 3 of 34

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

Sellers agree that any and all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Sellers, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

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

7. WARRANTIES

Sellers warrant that:

- A. Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

Sellers H.A. B.O.
15-1253 B 4 of 34

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932


- B. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the deeds.

8. PRORATION OF TAXES

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

9. ASSESSMENTS

It is agreed that Sellers shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency. Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorize Escrow Holder to deduct and pay from the just compensation any 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.

Sellers  15-1253 B 5 of 34

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

10. NO ENVIRONMENTAL VIOLATIONS

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

11. POSSESSION

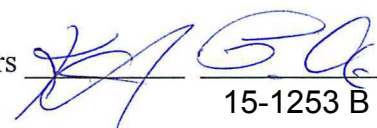
It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements for the Sly Park Road at Clear Creek Bridge Replacement Project #77115, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. WAIVER OF AND RELEASE OF CLAIMS

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

13. COUNTERPARTS

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

Sellers 
15-1253 B 6 of 34

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

14. REAL ESTATE BROKER

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

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Grant 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 disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant and Easement Deeds.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed and Easement Deeds for the acquisitions, as described and depicted in Exhibit B, C, D, and E and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Sellers.

Sellers



Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

16. TIME IS OF THE ESSENCE

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

17. BEST EFFORTS

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

18. NOTICES

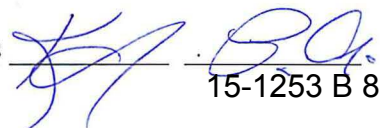
All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

SELLERS: Kurtiss and Pamela Ault
7305 Sly Park Road
Placerville, CA 95667

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

COPY TO: County of El Dorado
CDA, Transportation Division
Attn: R/W Unit

Sellers



Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

**2850 Fairlane Court
Placerville, CA 95667**

19. BINDING EFFECT

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

20. GOVERNING LAW

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

21. HEADINGS

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

22. WAIVER

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

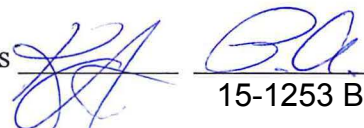
23. ATTORNEY'S FEES

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

24. LEASE WARRANTY PROVISION

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

Sellers



Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

25. CONSTRUCTION CONTRACT WORK

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

A. A new paved driveway encroachment will be installed as shown on the project plans and specifications. The driveway encroachment reconstructed by County shall be left in as good a condition as found. Sellers understand and agree that after completion of the work described, said driveway encroachment will be considered Sellers' sole property and Sellers will be responsible for its maintenance and repair.

B. County or County's contractor or authorized agent will remove existing chain link fence and electronic gate at the front of Sellers property along Sly Park Road. County or County's contractor or authorized agent will leave the fence materials, gate and gate motor at the property for the Sellers. Sellers agree to and are responsible for reinstalling the fencing, gate and gate motor after construction. Said items will be installed 6-inches within the new easement line. During construction, where applicable and as necessary, temporary fencing will be provided.

26. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Number: 079-030-10) 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.

Sellers  
15-1253 B 10 of 34

Sellers: Ault
APN: 079-030-10
Project #: 77115
Escrow #: 201-39932

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.

SELLERS:

KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants

Date: 10/14/2015 By: 
KURTISS R. AULT

Date: 10/14/2015 By: 
PAMELA R. AULT

COUNTY OF EL DORADO:

Date: _____ By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Sellers _____

**ADDENDUM # 1 to the
ACQUISITION AGREEMENT FOR PUBLIC PURPOSES**

The following terms and conditions are hereby incorporated in and made a part of the Acquisition Agreement dated October 14, 2015, by and between the COUNTY OF EL DORADO (hereinafter "County") and KURTISS R. AULT AND PAMELA R. AULT, HUSBAND AND WIFE AS JOINT TENANTS, (hereinafter "Sellers").

1. 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. Plant 5 (five) Giant Sequoia trees (15 gallon size) just inside of Sellers' fence line along Sly Park Road. The exact location will be determined with the Seller on site.

All work done under this Amendment 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. Sellers understand and agree that after completion of the work described, said facilities, except utility facilities, will be considered Sellers' sole property and Sellers will be responsible for its maintenance and repair.

The date that this Amendment to the Agreement shall be effective (the "Effective Date") is the date it is executed by Sellers. All other terms and conditions of the Agreement shall remain in full force and effect. The undersigned hereby acknowledge receipt of a copy of this page. This document may be executed in multiple counterparts.

SELLERS:

Date: 10/15/2015

By: 
Kurtiss R. Ault

Date: 10/15/2015

By: 
Pamela R. Ault

COUNTY OF EL DORADO:

Date: _____

By: _____

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, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 12 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED, A POINT IN THE SOUTHERLY LINE OF THE PARCEL OF LAND HEREIN DESCRIBED, IN THE DEED FROM CLARA J. CHAPPELL TO BOYCIE E. VANDERLINDEN, ET UX, RECORDED JANUARY 28, IN BOOK 456 OF OFFICIAL RECORDS OF EL DORADO COUNTY AT PAGE 226, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 27 BEARS (5 COURSES) SOUTH 87 DEG 28' 30" WEST 103.63 FEET, NORTH 89 DEG 03' WEST 126.37 FEET, NORTH 409.18 FEET, EAST 4189.69 FEET AND NORTH 299.77 FEET, SAID POINT OF BEGINNING BEING ALSO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO JAMES L. HANDLEY, ET UX., RECORDED AUGUST 30, 1960 IN BOOK 520 OF OFFICIAL RECORDS AT PAGE 239; THENCE FROM THE POINT OF BEGINNING, NORTH 87 DEG 28 DEG 30' EAST 166.21 FEET, THE SOUTHEAST CORNER; THENCE NORTH 400.00 FEET; THENCE NORTH 12 DEG 50' 40" EAST 546.63 FEET TO A POINT IN THE CENTERLINE OF PLEASANT VALLEY-SLY PARK ROAD; THENCE ALONG SAID CENTERLINE, (4 COURSES) NORTH 66 DEG 14' 30" WEST 110.00 FEET; NORTH 68 DEG 49' 30" WEST 105.71 FEET; THENCE NORTH 80 DEG 13' 30" WEST 43.29 FEET AND SOUTH 78 DEG 45' WEST TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID DEED TO JAMES L. HANDLEY, ET UX., RECORDED AUGUST 30, 1960 IN BOOK 520 AT PAGE 239 OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE LEAVING SAID CENTERLINE AND ALONG THE EASTERLY LINE OF SAID HANDLEY PROPERTY, SOUTHERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM ALL THAT PORTION THEREOF WHICH LINES WITHIN THE EXTERIOR LINES OF THE PARCEL OF LAND DESCRIBED AS EXCEPTION NO. 1 IN THE DEED RECORDED IN BOOK 206 OF OFFICIAL RECORDS OF EL DORADO COUNTY, AT PAGE 380, EXECUTED BY H. D. JOHNSON, ET UX., TO T.B. DAMRON, ET UX. ACCORDING TO A SURVEY MADE BY BUTLER AND SANDER, ON AUGUST 12, 1963.

A.P.N. 079-030-10-100

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Ault
APN: 079-030-10

Above section for Recorder's use

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter "Grantee", all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

EXHIBIT B

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

IN WITNESS WHEREOF, Grantor has herein subscribed their name(s) on this _____ day of _____, 2015.

GRANTOR: KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants.

By: _____
KURTISS R. AULT

By: _____
PAMELA R. AULT

Notary Acknowledgments Follow

Exhibit 'A'

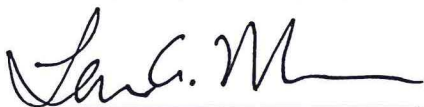
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of that particular Parcel described in that certain deed filed in book 3910 at page 766 official records said county and state more particularly described as follows:

Beginning at the northwest corner of said Parcel; thence from said POINT OF BEGINNING along the northerly line of said Parcel North 78° 06' 34" East 49.41 feet; thence South 80° 51' 56" East 11.01 feet; thence South 20° 08' 08" East 42.87 feet; thence South 89° 06' 58" East 115.55 feet; thence South 66° 50' 42" East 109.96 feet to the northeast corner of said Parcel; thence along the easterly line of said Parcel South 12° 14' 28" West 11.81 feet to the beginning of a non-tangent curve to the left having a radius of 517.83 feet; thence leaving said line along said curve through a central angle of 04° 07' 23" an arc length of 37.26 feet, said curve being subtended by a chord which bears North 65° 45' 12" West 37.26 feet thence South 23° 23' 38" West 4.00 feet to the beginning of a non-tangent curve to the left having a radius of 545.00 feet; thence along said curve through a central angle of 21° 30' 28" an arc length of 204.58 feet, said curve being subtended by a chord which bears North 77° 21' 36" West 203.38 feet; thence; North 01° 53' 10" East 4.00 feet to the beginning of a non-tangent curve to the left having a radius of 475.00 feet; thence along said curve through a central angle of 06° 30' 38" an arc length of 53.98 feet, said curve being subtended by a chord that bears North 88° 59' 05" West 53.95 feet to said westerly line; thence along said line North 00° 38' 26" West 27.29 feet to the POINT OF BEGINNING, containing 4859 square feet or 0.11 acres more or less. See exhibit 'B' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



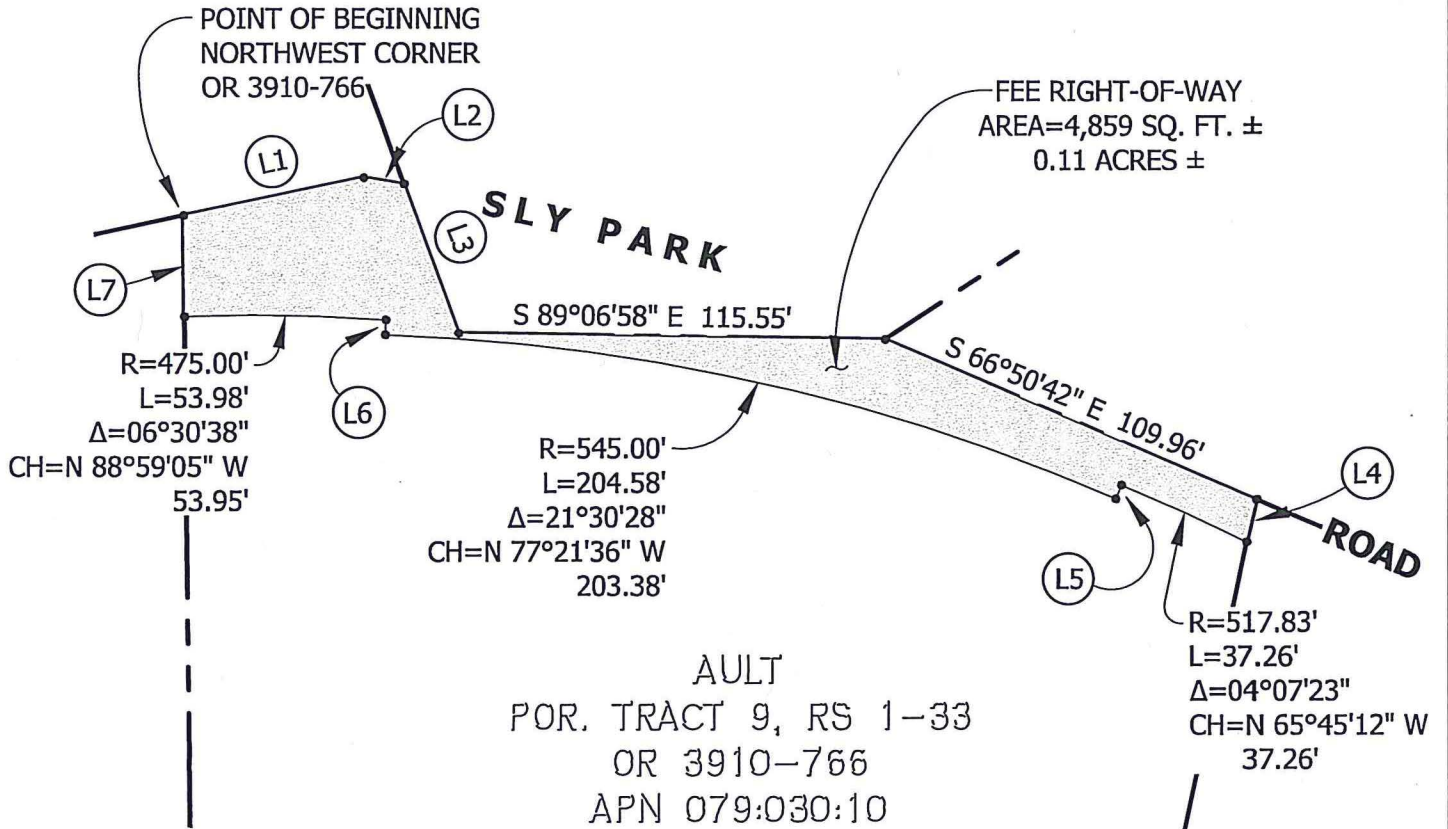
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County, Department of Transportation

Dated: 01.29.2015



EXHIBIT 'B'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.
County of El Dorado, State of California



- (L1) N 78°06'34" E 49.41'
- (L2) S 80°51'56" E 11.01'
- (L3) S 20°08'08" E 42.87'
- (L4) S 12°14'28" W 11.81'
- (L5) S 23°23'38" W 4.00'
- (L6) N 01°53'10" E 4.00'
- (L7) N 00°38'26" W 27.29'



Grid North
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-10

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2015 from **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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.

Dated this _____ day of _____, 2015.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Ault
APN 079-030-10

Above section for Recorder's use _____

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

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, 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 slope construction, maintenance and drainage 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-1' AND DEPICTED IN EXHIBIT 'B-1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the

EXHIBIT C

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

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

IN WITNESS WHEREOF, Grantor has herein subscribed his/her/their name(s) on this _____ day of _____, 2015.

GRANTOR: KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants.

By: _____
KURTISS R. AULT

By: _____
PAMELA R. AULT

Notary Acknowledgments Follow

Exhibit 'A1'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of that particular Parcel described in that certain deed filed in book 3910 at page 766 official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel from which the northwest corner thereof bears North 00° 38' 26" West 27.29 feet; thence from said POINT OF BEGINNING along a non-tangent curve to the right having a radius of 475.00 feet, through a central angle of 06° 30' 38" an arc length of 53.95 feet; thence South 88° 59' 05" East 53.95 feet; thence South 01° 53' 10" West 4.00 feet to the beginning of a non-tangent curve to the right having a radius of 545.00 feet; thence along said curve through a central angle of 21° 30' 28" an arc length of 204.58 feet, said curve being subtended by a chord which bears South 77° 21' 36" East 203.38 feet; thence North 23° 23' 38" East 4.00 feet to the beginning of a non-tangent curve to the right having a radius of 517.83 feet; thence along said curve through a central angle of 04° 07' 23" an arc length of 37.26 feet, said curve being subtended by a chord which bears South 65° 45' 12" East 37.26 feet to the easterly line of said Parcel; thence along said line South 12° 14' 28" West 45.10 feet; thence leaving said line North 64° 52' 20" West 57.20 feet; thence North 65° 40' 30" West 47.74 feet; thence North 67° 04' 00" West 50.77 feet; thence North 83° 04' 05" West 51.97 feet; thence North 81° 06' 32" West 74.86 feet; thence South 88° 12' 54" West 10.40 feet to said westerly line; thence along said line North 00° 38' 26" West 23.90 feet to the POINT OF BEGINNING, containing 9518 square feet or 0.22 acres more or less. See exhibit 'B1' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



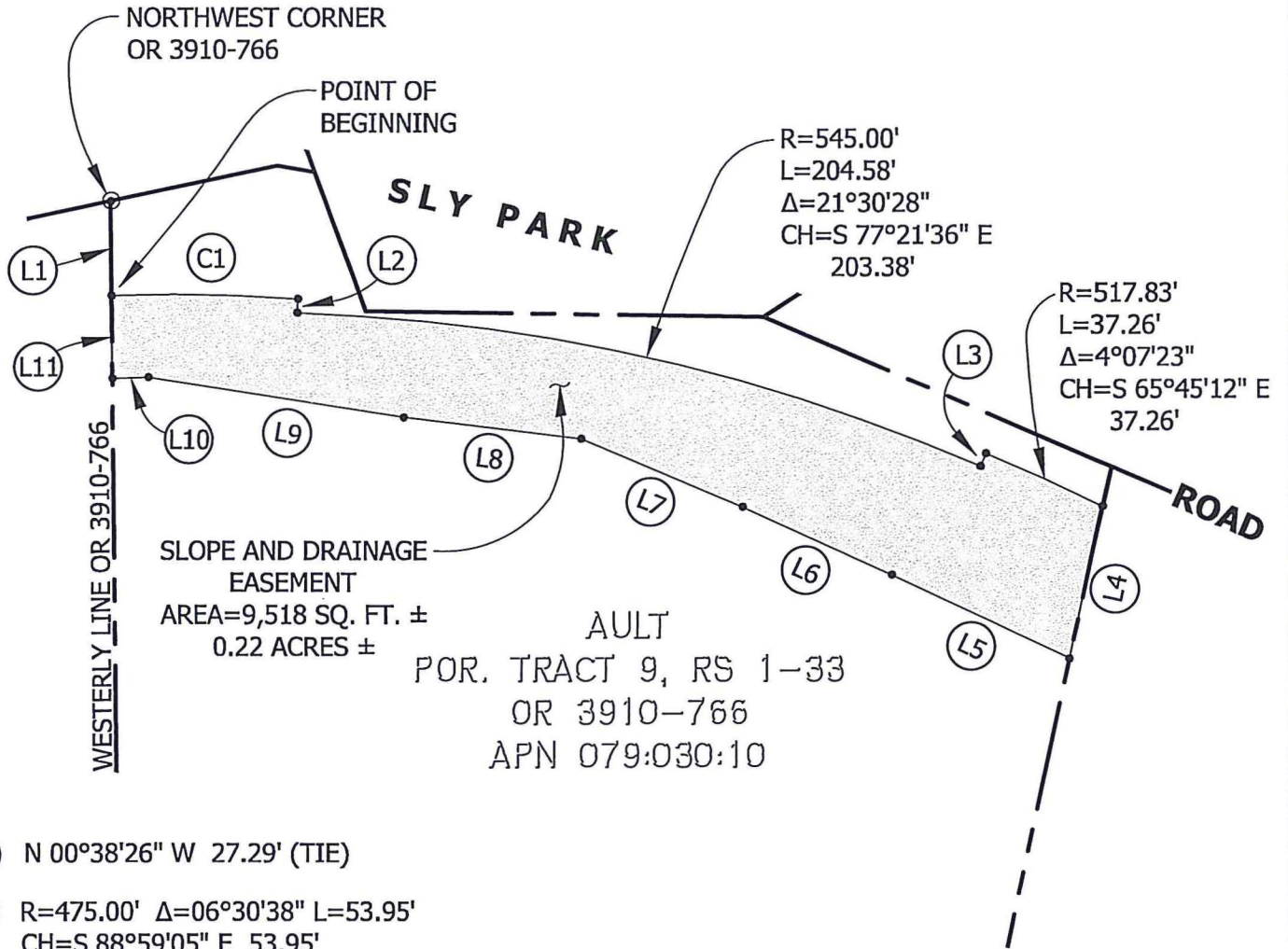
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County, Department of Transportation

Dated: 01.29.2015



EXHIBIT 'B1'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.
County of El Dorado, State of California



SLOPE AND DRAINAGE
EASEMENT
AREA=9,518 SQ. FT. ±
0.22 ACRES ±

AULT
POR. TRACT 9, RS 1-33
OR 3910-766
APN 079:030:10

- (L1) N 00°38'26" W 27.29' (TIE)
- (C1) R=475.00' Δ=06°30'38" L=53.95'
CH=S 88°59'05" E 53.95'
- (L2) S 01°53'10" W 4.00'
- (L3) N 23°23'38" E 4.00'
- (L4) S 12°14'28" W 45.10'
- (L5) N 64°52'20" W 57.20'
- (L6) N 65°40'30" W 47.74'
- (L7) N 67°04'00" W 50.77'
- (L8) N 83°04'05" W 51.97'
- (L9) N 81°06'32" W 74.86'
- (L10) S 88°12'54" W 10.40'
- (L11) N 00°38'26" W 23.90'



Grid North
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-10

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated _____, 2015 from **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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.

Dated this _____ day of _____, 2015.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

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
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Ault
APN 079-030-10

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Sly Park Road at Clear Creek Road Bridge Replacement
Project
Project #: 77115

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants, hereinafter referred to as “Grantor”, grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as “Grantee”, a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A-2 and B-2 attached hereto and made a part hereof.

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

1. In consideration of \$264.00 (Two-Hundred Sixty-four Dollars, exactly) 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-2 and depicted on the map in Exhibit B-2 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 Sly Park Road at Clear Creek Road Bridge Replacement Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Sly Park Road at Clear Creek Road Bridge Replacement 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

EXHIBIT D

period survives the expiration of this easement. Fencing that is currently in the temporary construction easement area may need to be moved.

If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

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 Sly Park Road at Clear Creek Road Bridge Replacement Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$ 22.00 (Twenty-two Dollars, 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.
6. TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

EXHIBIT D

GRANTOR:

KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants.

Executed on this date: _____, 2015

By: _____
KURTISS R. AULT

By: _____
PAMELA R. AULT

Notary Acknowledgements Follow

Exhibit 'A2'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of that particular Parcel described in that certain deed filed in book 3910 at page 766 official records said county and state more particularly described as follows:

Area 1:

Beginning at a point from which the northwest corner of said parcel bears the following three (3) courses; 1) North 81° 06' 32" West 3.00 feet; 2) South 88° 12' 54" West 10.40 feet; and 3) North 00° 38' 26" West 51.20 feet; thence from said POINT OF BEGINNING South 81° 06' 32" East 14.14 feet; thence South 05° 36' 22" West 80.45 feet; thence South 01° 05' 59" East 48.54 feet; thence South 65° 01' 12" West 20.78 feet to the westerly line of said parcel; thence along said westerly line North 00° 38' 26" West 19.69 feet; thence leaving said line North 05° 43' 24" East 120.48 feet to the POINT OF BEGINNING, containing 2072 square feet or 0.05 acres more or less.

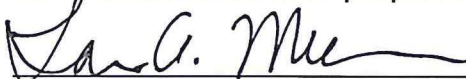
Area 2:

Beginning on the easterly line of said Parcel from which the northeast corner thereof bears North 12° 14' 28" East 56.90 feet; thence from said POINT OF BEGINNING along said line South 12° 14' 28" West 23.20 feet; thence leaving said line North 70° 48' 12" West 47.05 feet; thence North 02° 25' 48" West 30.99 feet; thence South 64° 52' 20" East 55.96 feet to the POINT OF BEGINNING, containing 1311 square feet or 0.03 acres more or less. See exhibit 'B2' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



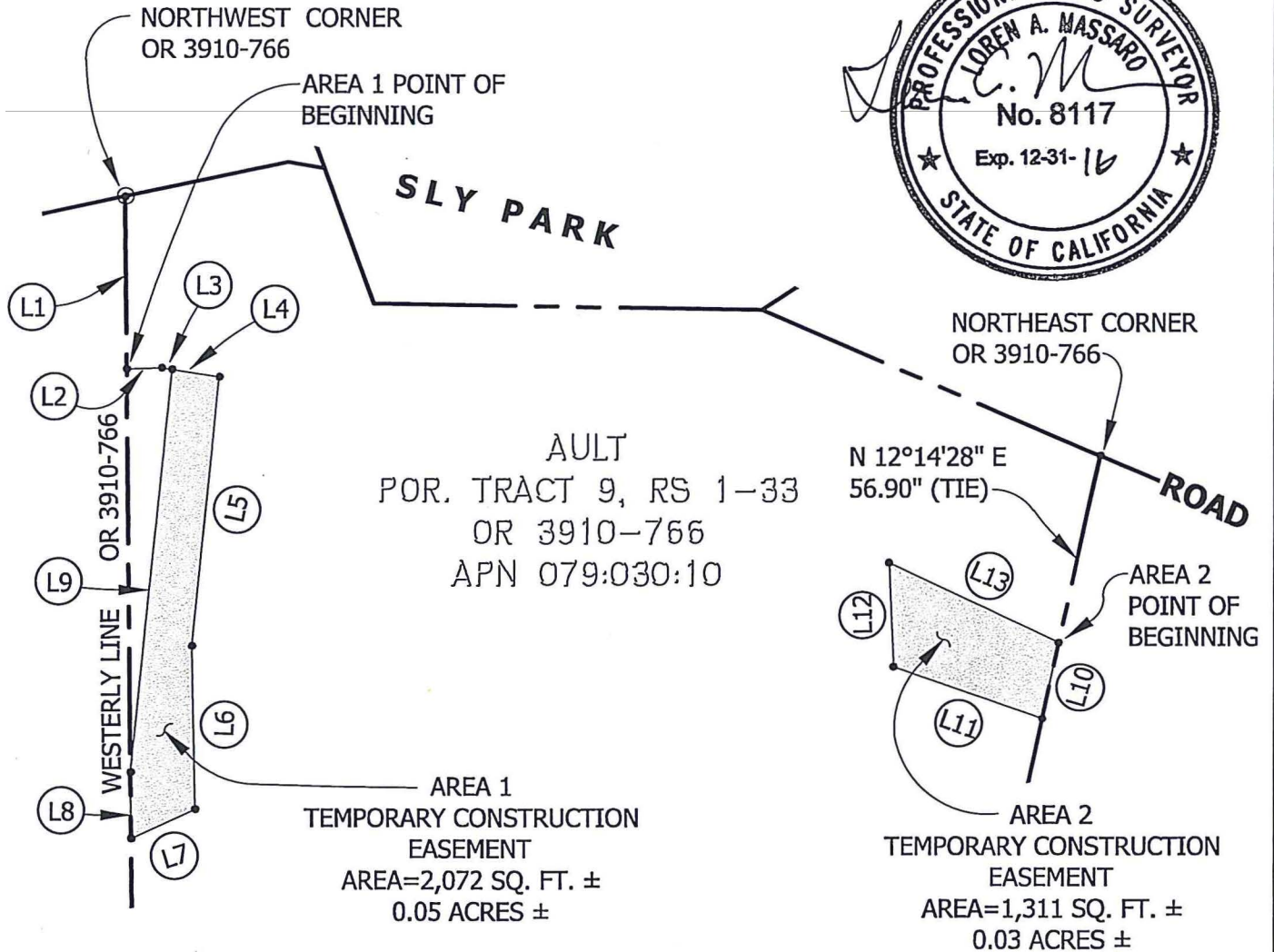
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County, Transportation Division

Dated: 01.29.2015



EXHIBIT 'B2'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.
County of El Dorado, State of California



- (L1) N 00°38'26" W 51.20' (TIE)
- (L2) S 88°12'54" W 10.40' (TIE)
- (L3) N 81°06'32" W 3.00 (TIE)'
- (L4) S 81°06'32" E 14.14'
- (L5) S 05°36'22" W 80.45'
- (L6) S 01°05'59" E 48.55'
- (L7) S 65°01'12" W 20.78'
- (L8) N 00°38'26" W 19.68'

- (L9) N 05°43'24" E 120.48'
- (L10) S 12°14'28" W 23.20'
- (L11) N 70°48'12" W 47.05'
- (L12) N 02°25'48" W 30.99'
- (L13) S 64°52'20" E 55.96'



Grid North
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-10

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 2015 from **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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.

Dated this _____ day of _____, 2015.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Ault
APN 079-030-10

Above section for Recorder's use _____

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

GRANT OF SLOPE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage 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-3' AND DEPICTED IN EXHIBIT 'B-3' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the

EXHIBIT E

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

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

IN WITNESS WHEREOF, Grantor has herein subscribed his/her/their name(s) on this _____ day of _____, 2015.

GRANTOR: KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants.

By: _____
KURTISS R. AULT

By: _____
PAMELA R. AULT

Notary Acknowledgments Follow

Exhibit 'A3'

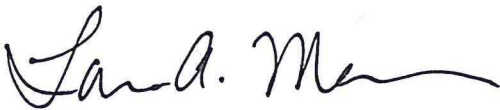
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of that particular Parcel described in that certain deed filed in book 3910 at page 766 official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel from which the northwest corner thereof bears North 00° 38' 26" West 51.20 feet; thence from said POINT OF BEGINNING leaving said westerly line North 88° 12' 54" East 10.40 feet; thence South 81° 06' 32" East 3.00 feet; thence South 05° 43' 24" West 120.48 feet to said westerly line; thence along said line North 00° 38' 26" West 120.02 feet to the POINT OF BEGINNING, containing 804 square feet or 0.02 acres more or less. See Exhibit 'B3' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



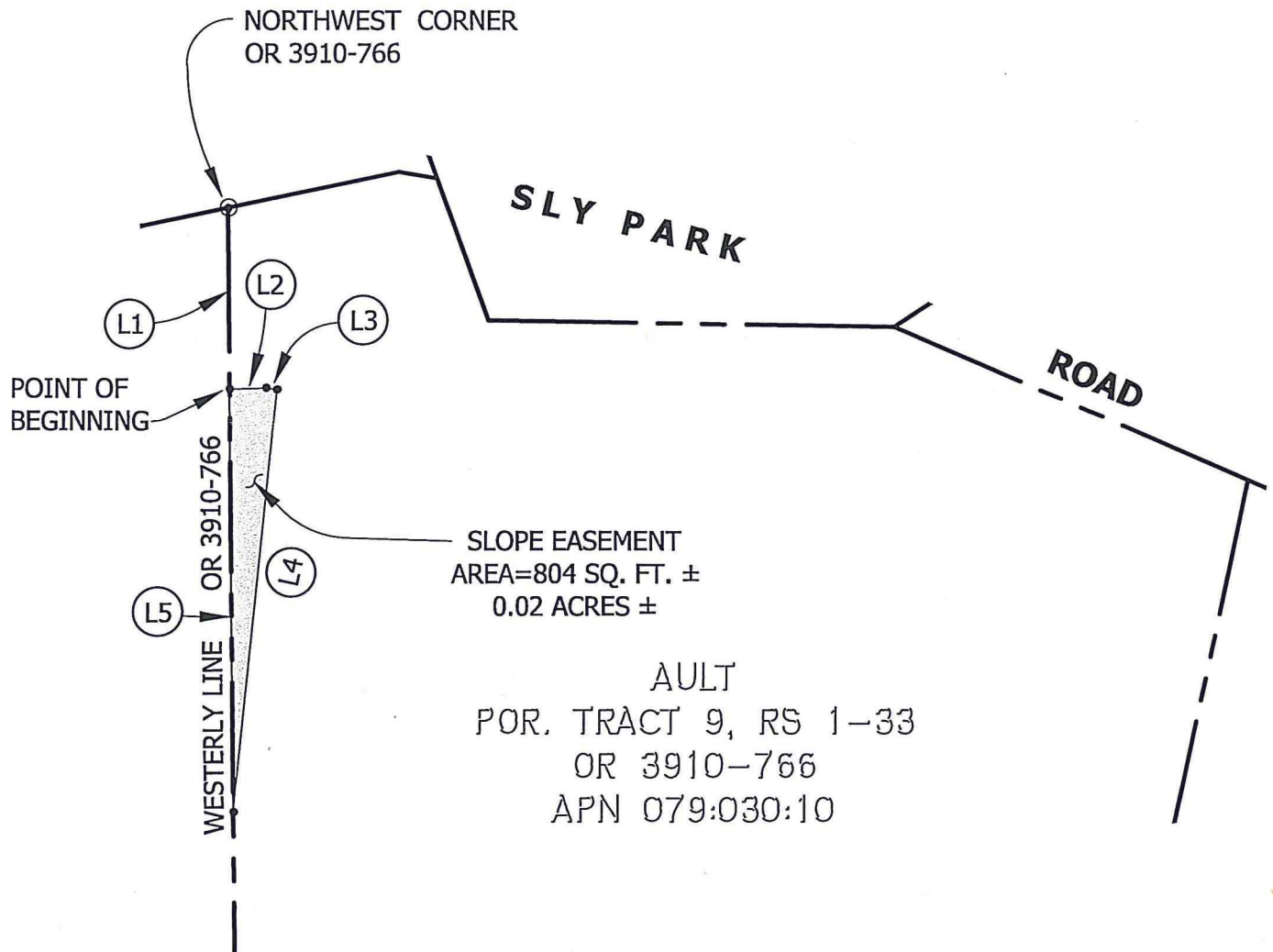
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Transportation Division



Dated: 01.29.2016

EXHIBIT 'B3'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.
County of El Dorado, State of California



- (L1) N 00°38'26" W 51.20' (TIE)
- (L2) N 88°12'54" E 10.40'
- (L3) S 81°06'32" E 3.00'
- (L4) S 05°43'24" W 120.48'
- (L5) N 00°38'26" W 120.02'



Grid North
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-10

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Slope Easement dated _____, 2015 from **KURTISS R. AULT and PAMELA R. AULT, husband and wife as Joint Tenants**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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.

Dated this _____ day of _____, 2015.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk