

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and **Pamela Harris as Successor Trustee of the Harris Family Trust Dated July 24, 1995** 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 El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as **Road and Public Utility, Slope and Drainage and Temporary Construction Easements**, as described and depicted in Exhibits B,C and D, and the exhibits thereto, which are attached hereto and referred to hereinafter as "the Easements", on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

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

2. JUST COMPENSATION

Seller Initial 

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

The just compensation for the easements are: \$231.07 for the Road and Public Utility Easement, \$139.16 for the Slope and Drainage Easement and \$23.07 for the Temporary Construction Easement for a total of \$393.30. The nominal amount offered is \$500.00 (Five Hundred Dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 205-15438 for APN 101-030-48 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 Easements. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than May 25th, 2015 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

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

Seller Initial 

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

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

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal and state 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 Easements being conveyed by Seller, and as shown in Exhibit 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.
- C. Seller has no knowledge of any violations of, or notices concerning defects or

Seller Initial 

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

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

8. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements Blair Road at EID Canal Project # 77119 inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.


9. WAIVER OF AND RELEASE OF CLAIMS

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

10. 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.

11. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the
Seller Initial 

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

Easements, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Easements prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Easements.
- C. Escrow Holder shall:
 - (i) Record the Easements described and depicted in Exhibit B, C and D, and the exhibits thereto, together with County's Certificate of Acceptance.
 - (ii) Deliver the just compensation to Seller.

13. 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.

14. 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

Seller Initial 

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

15. NOTICES

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

SELLER: Pamela Harris
6450 Wagon Loop
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
2850 Fairlane Court
Placerville, CA 95667

16. 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.

17. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and

Seller Initial 

Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

construed in accordance with the laws of the State of California.

18. 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.

19. 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.

20. 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.

21. 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.

22. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work within the existing Road and Public Utilities Easement and the Easements:

- A) County or County's contractor or authorized agent will remove any trees or shrubs in conflict with the Easements and their limits. Any trees that are 4 inches in diameter or greater that are removed will be cut and wood placed within the new

Seller Initial



Seller: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

property line for Seller to use, excepting only that no trees will be removed with the Temporary Construction Easement attached hereto as exhibit D.

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.

23. 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 where necessary, to perform the work as described in Section 22 of this Agreement.

24. 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.

25. 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.


26. 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: Harris
APN: 101-030-48
Project#: 77119
Escrow#: 205-15438

**SELLER: PAMELA HARRIS AS SUCCESSOR TRUSTEE OF THE HARRIS FAMILY
TRUST DATED JULY 24, 1995**

Date: 2/11/15

By: 
Pamela Harris, Successor Trustee


COUNTY OF EL DORADO:

Date: 3-31-15

By: 
Brian K. Veerkamp
Chair, Board of Supervisors

ATTEST:
JAMES S. MITRISIN
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Seller Initial 

Order No. 205-15438
AMEND
Version 4

**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 SECTION 35, TOWNSHIP 11 NORTH, RANGE 12 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON AUGUST 6, 2012 IN BOOK 50 OF PARCEL MAPS AT PAGE 145.

A.P.N. 101-030-48-100

Exhibit 'B'

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

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

APN 101-030-48

**Seller: Pamela Harris, Successor Trustee
Project # 77119**

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

Above section for Recorder's use

GRANT OF ROAD AND PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PAMELA HARRIS SUCCESSOR TRUSTEE OF THE HARRIS FAMILY TRUST DATED JULY 24, 1995**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road and public utilities 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' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

County will use federal and state funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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

Exhibit 'B'

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
- (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 its name on this _____ day of _____, 20__.

GRANTOR: PAMELA HARRIS AS SUCCESSOR TRUSTEE OF THE HARRIS FAMILY TRUST DATED JULY 24, 1995

Pamela Harris, Successor Trustee

(A Notary Public Must Acknowledge All Signatures)

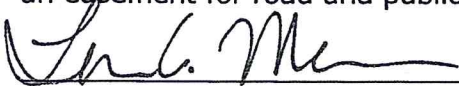
Exhibit 'A'

All that certain real property situate in the northeast quarter of Section 35, Township 11 North, Range 12 East, M.D.M., County of El Dorado, State of California, being a portion of Parcel B of that certain Parcel Map filed in Book 50 of Parcel Maps at Page 145 official records said county and state, more particularly described as follows:

Beginning on the northerly line that particular 50.0 foot wide road easement described in that certain document number 2012-0038754, official records said county and state from which the east one-quarter corner of said Section 35 bears South 73° 26' 53" East 547.43 feet; thence from said POINT OF BEGINNING along said northerly line the following six (6) courses: 1) North 80° 32' 56" West 76.46 feet to the beginning of a curve to the left having a radius of 625.00 feet 2) along said curve through a central angle of 10° 31' 20" an arc length of 114.78 feet, said curve being subtended by a chord which bears North 85° 48' 38" West 114.62 feet 3) South 88° 55' 42" West 53.66 feet to the beginning of a curve to the left having a radius of 250.00 feet 4) along said curve through a central angle of 20° 55' 36" an arc length of 91.31 feet, said curve being subtended by a chord which bears South 78° 27' 50" West 90.80 feet to the beginning of a reverse curve to the right having a radius of 141.41 feet 5) along said reverse curve through a central angle of 26° 23' 20" an arc length of 65.13 feet, said curve being subtended by a chord which bears South 81° 11' 42" West 64.56 feet 6) North 85° 36' 38" West 157.66; thence leaving said northerly line South 89° 45' 12" East 139.89 feet to the beginning of a curve to the left having a radius of 272.00 feet; thence along said curve through a central angle of 08° 01' 14" an arc length of 38.08 feet, said curve being subtended by a chord which bears North 86° 14' 11" East 38.04 feet; thence North 82° 13' 34" East 118.97 feet to the beginning of a curve to the right having a radius of 628.00 feet; thence along said curve through a central angle of 13° 24' 14" an arc length of 146.92 feet, said curve being subtended by a chord which bears North 88° 55' 41" East 146.58 feet; thence South 77° 28' 21" East 113.78 feet to the POINT OF BEGINNING. Containing 3301 square feet more or less.

End of Description

The purpose of this description is to describe those portions of said Parcel B as an easement for road and public utilities easement purposes.



Dated: 09.22.2014

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

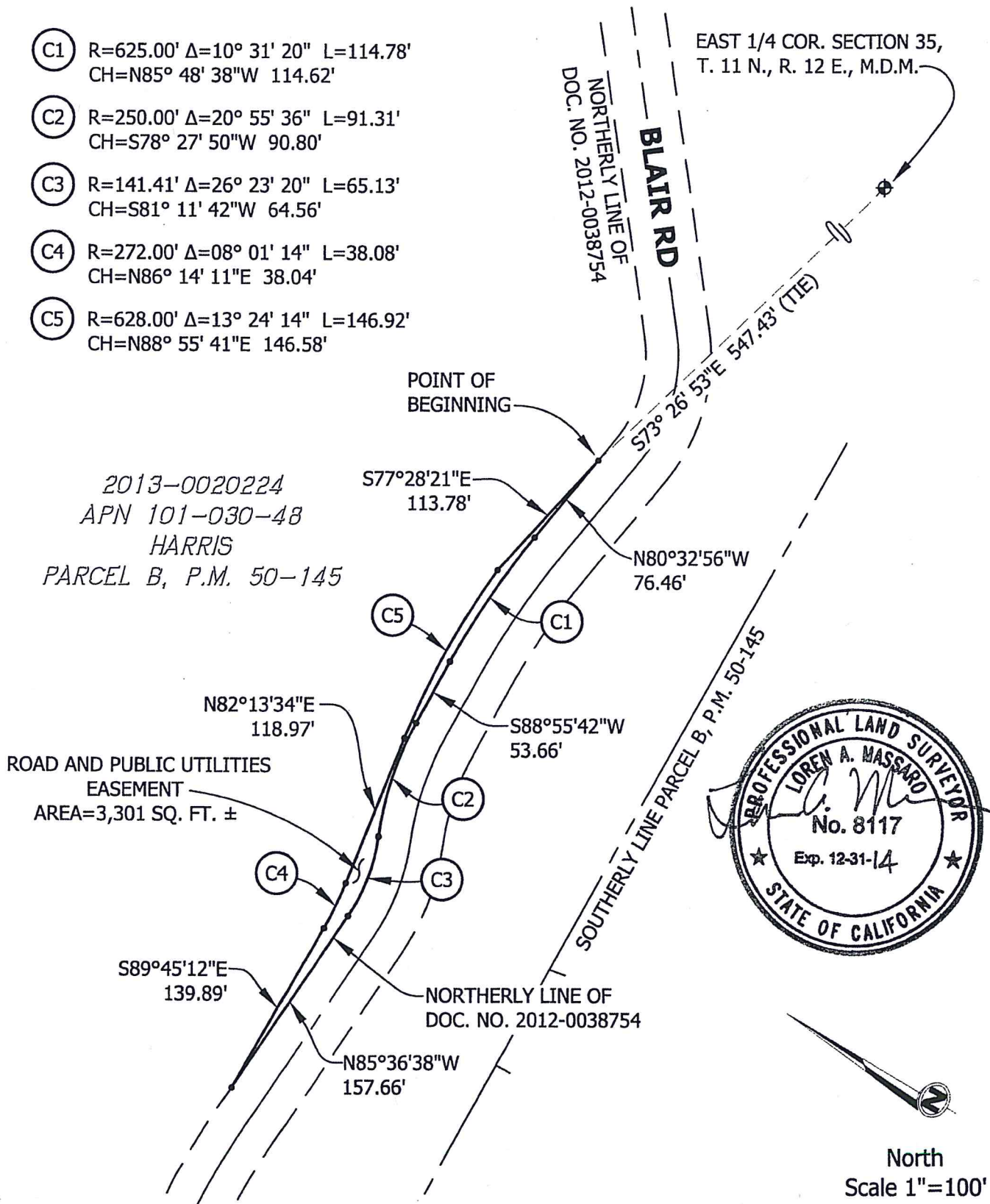


EXHIBIT 'B'

Situate in the NE 1/4 Cor. of Section 35, T. 11 N., R. 12 E., M.D.M.
County of El Dorado, State of California

- (C1) R=625.00' Δ=10° 31' 20" L=114.78'
CH=N85° 48' 38"W 114.62'
- (C2) R=250.00' Δ=20° 55' 36" L=91.31'
CH=S78° 27' 50"W 90.80'
- (C3) R=141.41' Δ=26° 23' 20" L=65.13'
CH=S81° 11' 42"W 64.56'
- (C4) R=272.00' Δ=08° 01' 14" L=38.08'
CH=N86° 14' 11"E 38.04'
- (C5) R=628.00' Δ=13° 24' 14" L=146.92'
CH=N88° 55' 41"E 146.58'

2013-0020224
APN 101-030-48
HARRIS
PARCEL B, P.M. 50-145



EAST 1/4 COR. SECTION 35,
T. 11 N., R. 12 E., M.D.M.

NORTHERLY LINE OF
DOC. NO. 2012-0038754

BLAIR RD

POINT OF
BEGINNING

S77°28'21"E
113.78'

N80°32'56"W
76.46'

N82°13'34"E
118.97'

S88°55'42"W
53.66'

ROAD AND PUBLIC UTILITIES
EASEMENT
AREA=3,301 SQ. FT. ±

S89°45'12"E
139.89'

NORTHERLY LINE OF
DOC. NO. 2012-0038754

N85°36'38"W
157.66'



North
Scale 1"=100'

Exhibit 'C'

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

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

APN 101-030-48

**Seller: Pamela Harris, Successor Trustee
Project # 77119**

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, **PAMELA HARRIS AS SUCCESSOR TRUSTEE OF THE HARRIS FAMILY TRUST DATED JULY 24, 1995**, 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.

County will use federal and state funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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

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

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

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

Exhibit 'C'

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

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

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

GRANTOR: PAMELA HARRIS AS SUCCESSOR TRUSTEE OF THE HARRIS FAMILY TRUST DATED JULY 24, 1995

Pamela Harris, Successor Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in the northeast quarter of Section 35, Township 11 North, Range 12 East, M.D.M., County of El Dorado, State of California, being a portion of Parcel B of that certain Parcel Map filed in Book 50 of Parcel Maps at Page 145 official records said county and state, more particularly described as follows:

Area 1:

Beginning on the southerly line that particular 50.0 foot wide road easement described in that certain document number 2012-0038754, official records said county and state from which the east one-quarter corner of said Section 35 bears South 80° 41' 15" East 777.91 feet; said point of beginning being hereinafter referred to as Point 'A'; thence from said POINT OF BEGINNING leaving said southerly line South 63° 25' 20" West 47.03 feet; thence North 71° 34' 40" West 25.81 feet to said southerly line and the beginning of a non-tangent curve to the right having a radius of 200.00 feet; thence along said curve and said southerly line through a central angle of 19° 30' 38" an arc length of 68.10 feet, said curve being subtended by a chord which bears North 79° 02' 25" East 67.78 feet to the POINT OF BEGINNING. Containing 560 square feet more or less.

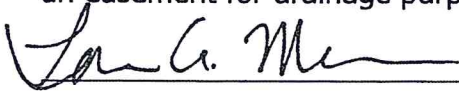
Together with:

Area 2:

Beginning at a point from which the aforementioned said point 'A' bears South 68° 06' 49" East 108.17 feet; thence from said POINT OF BEGINNING South 82° 13' 34" West 32.52 feet to the beginning of a curve to the right having a radius of 272.00 feet; thence along said curve through a central angle of 08° 01' 14" an arc length 38.08 feet, said curve being subtended by chord which bears South 86° 14' 11" West 38.04 feet; thence North 89° 45' 12" West 71.47 feet; thence North 78° 32' 05" East 102.38 feet; thence South 71° 34' 40" East 43.55 feet to the POINT OF BEGINNING. Containing 1428 square feet more or less.

End of Description

The purpose of this description is to describe those portions of said Parcel B as an easement for drainage purposes.



Dated: 09.22.2014

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



EXHIBIT 'B'

Situate in the NE 1/4 Cor. of Section 35, T. 11 N., R. 12 E., M.D.M.
County of El Dorado, State of California



EAST 1/4 COR. SECTION 35,
T. 11 N., R. 12 E., M.D.M.

2013-0020224
APN 101-030-48
HARRIS
PARCEL B, P.M. 50-145

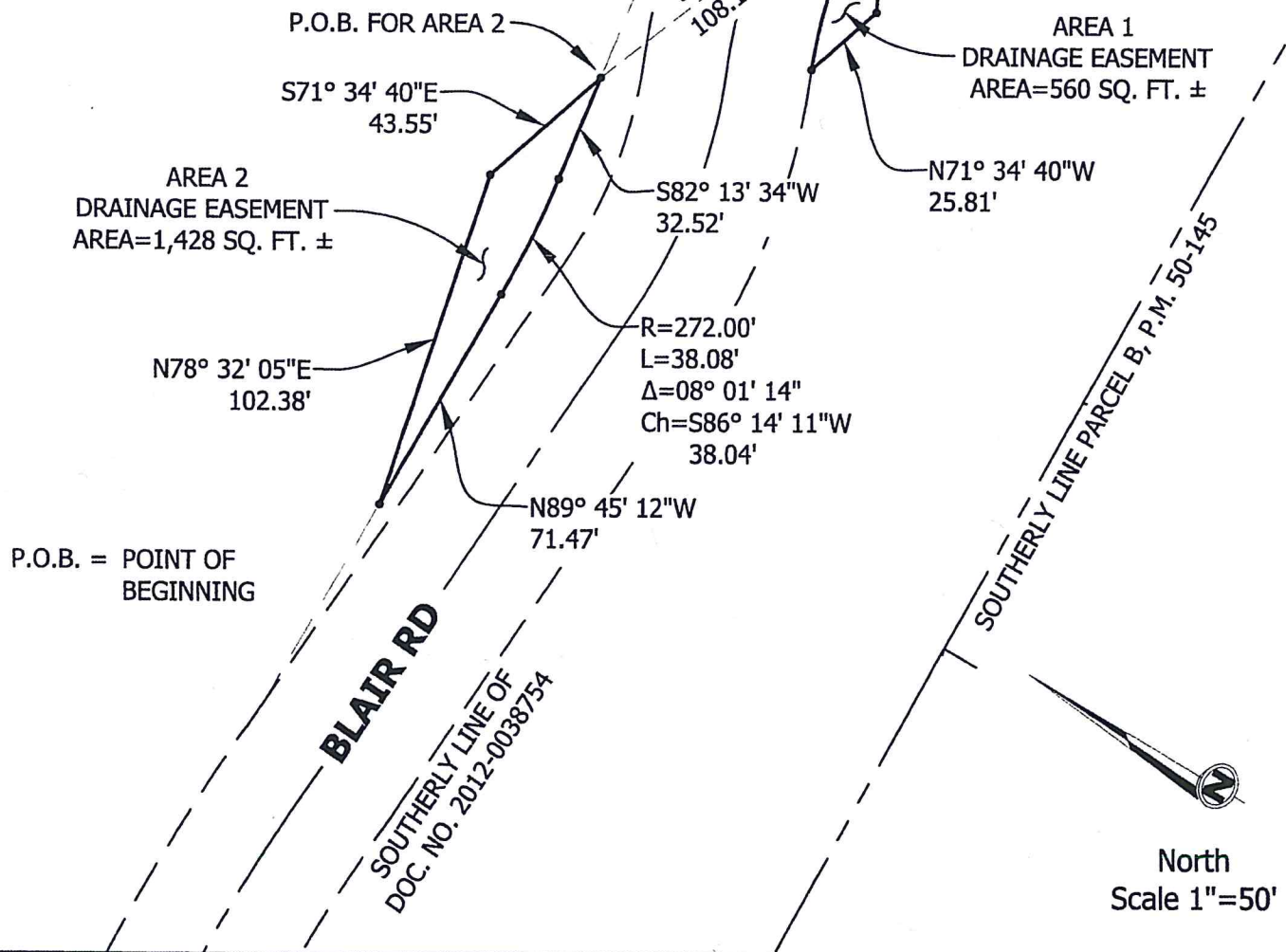


Exhibit 'D'

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

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

APN 101-030-48

**Seller: Pamela Harris, Successor Trustee
Project # 77119**

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

Pamela Harris, Successor Trustee of the Harris Family Trust Dated July 24, 1995, 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 \$23.07 (Twenty-Three Dollars and 7/100) 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 **Blair Rd. at EID Canal Bridge Replacement Project #77119 (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. No stockpiling or parking of vehicles or equipment are 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 temporary construction easement is the right of ingress and egress of Grantee, its

Exhibit 'D'

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 **6 (six) months of construction**, together with the five-year warranty period. In the event that construction of the Project is not completed within **6 (six) months** of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$3.85 (Three Dollars and 85/100) monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

County will use federal and state funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (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

Exhibit 'D'

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 its name on this _____ day of _____, 20__.

**GRANTOR: Pamela Harris as Successor Trustee of the Harris Family Trust
 Dated July 24, 1995**

Pamela Harris, Successor Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in the northeast quarter of Section 35, Township 11 North, Range 12 East, M.D.M., County of El Dorado, State of California, being a portion of Parcel B of that certain Parcel Map filed in Book 50 of Parcel Maps at Page 145 official records said county and state, more particularly described as follows:

Area 1:

Beginning on the southerly line that particular 50.0 foot wide road easement described in that certain document number 2012-0038754, official records said county and state from which the east one-quarter corner of said Section 35 bears South 83° 27' 15" East 881.62 feet; said point of beginning being hereinafter referred to as Point 'A'; thence from said POINT OF BEGINNING leaving said southerly line South 17° 31' 04" West 10.10 feet; thence North 72° 28' 56" West 22.56 feet to said southerly line and the beginning of a non-tangent curve to the left having a radius of 191.41 feet; thence along said curve through a central angle of 07° 24' 17" an arc length of 24.74 feet, said curve being subtended by a chord which bears North 83° 24' 34" East 24.72 feet to the POINT OF BEGINNING. Containing 107 square feet more or less.

Together with:

Area 2:

Beginning on said southerly line from which said Point 'A' bears South 78° 09' 02" West 10.40 feet; thence from said POINT OF BEGINNING along said southerly line along a curve to the left having a radius of 191.41 feet, through a central angle of 08° 35' 37" an arc length of 28.71 feet, said curve being subtended by a chord which bears North 72° 17' 51" East 28.68 feet to the beginning of a reverse curve to the right having a radius of 200.00 feet; thence along said curve through a central angle of 01° 17' 04" an arc length of 4.48 feet, said curve being subtended by a chord which bears North 68° 38' 34" East 4.48 feet; thence leaving said southerly line South 71° 34' 40" East 25.81 feet; thence South 66° 48' 12" West 37.54 feet; thence North 59° 37' 44" West 24.89 feet to POINT OF BEGINNING. Containing 617 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

Together with:

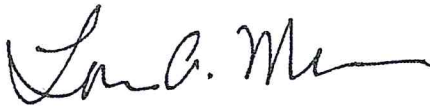
Area 3:

Beginning at a point from which the said point 'A' bears South 06° 48' 41" West 66.16 feet; thence from said POINT OF BEGINNING North 71° 34' 40" West 22.65 feet; thence North 82° 13' 34" East 106.77 feet to the beginning of a

curve to the right having a radius of 638.00 feet; thence along said curve through a central angle of 13° 27' 30" an arc length of 149.86 feet, said curve being subtended by a chord which bears North 88° 57' 19" East 149.52 feet; thence South 77° 28' 21" East 94.85 feet; thence South 12° 31' 39" West 10.00 feet; thence North 77° 28' 21" West 94.25 feet to the beginning of a non-tangent curve to the left having a radius of 628.00 feet; thence along said curve through a central angle of 13° 24' 14" an arc length of 146.92, said curve being subtended by a chord which beard South 88° 55' 41" West 146.58; thence South 82° 13' 34" West 86.45 feet to the POINT OF BEGINNING. Containing 3395 square feet more or less.

End of Description

The purpose of this description is to describe those portions of said Parcel B as an easement for temporary construction purposes.



Dated: 09.22.2014

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



EXHIBIT 'B'

Situate in the NE 1/4 Cor. of Section 35, T. 11 N., R. 12 E., M.D.M.
County of El Dorado, State of California



EAST 1/4 COR. SECTION 35,
T. 11 N., R. 12 E., M.D.M.

AREA 2

- (L3) S78° 09' 02"W 10.40' (TIE)
- (C2) R=191.41' Δ=08° 35' 37" L=28.71'
CH=N72° 17' 51"E 28.68'
- (C3) R=200.00' Δ=01° 17' 04" L=4.48'
CH=N68° 38' 34"E 4.48'
- (L4) S71° 34' 40"E 25.81'
- (L5) S66° 48' 12"W 37.54'
- (L6) N59° 37' 44"W 24.89'

P.O.B. = POINT OF BEGINNING

P.O.B. AREA 2

POINT 'A'
P.O.B. AREA 1

AREA 1

- (L1) S17° 31' 04"W 10.10'
- (L2) N72° 28' 56"W 22.56'
- (C1) R=191.41' Δ=07° 24' 17" L=24.74'
CH=N83° 24' 34"E 24.72'

AREA 3
TEMPORARY CONSTRUCTION
EASEMENT
(SEE SHEET 2 OF 2)

50'
ROAD
EASEMENT
PER DOC. NO.
2012-0038754

BLAIR RD

2013-0020224
APN 101-030-48
HARRIS
PARCEL B, P.M. 50-145

S83° 27' 15"E 881.62' (TIE)

AREA 2
TEMPORARY
CONSTRUCTION EASEMENT
AREA=617 SQ. FT. ±

AREA 1
TEMPORARY CONSTRUCTION
EASEMENT
AREA=107 SQ. FT. ±

SOUTHERLY LINE PARCEL B, P.M. 50-145



North
Scale 1"=50'
Sheet 1 of 2

EXHIBIT 'B'

Situate in the NE 1/4 Cor. of Section 35, T. 11 N., R. 12 E., M.D.M.
County of El Dorado, State of California

AREA 3

- (L1) N71° 34' 40"W 22.65'
- (L2) N77° 28' 21"W 94.25'
- (C1) R=628.00' Δ=13° 24' 14" L=146.92'
CH=S88° 55' 41"W 146.58'
- (L3) S82° 13' 34"W 86.45'

P.O.B. = POINT OF BEGINNING

