APN: 098-160-95 Project#: 73358

Escrow#: 205-12835

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 PLEASANT OAK BAPTIST CHURCH, a

California corporation, referred to herein as ("Seller"), with reference to the following facts:

**RECITALS** 

A. Seller owns 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. Seller desires to sell and County desires to acquire for public purposes, an interest in the Property,

as a Slope, Drainage and Public Utilities Easement, as described and depicted in Exhibit B, and

the exhibits thereto; and a Temporary Construction Easement, as described and depicted in

Exhibit C, and the exhibits thereto; all of which are attached hereto and collectively referred to

hereinafter as "the Acquisition Properties", on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the

parties hereto agree as follows:

**AGREEMENT** 

1. ACQUISITION

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 the attached

Exhibits B and C, and the exhibits thereto. The terms of the Temporary Construction Easement shall be

Seller's Initials L.O.O. M

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APN: 098-160-95 Project#: 73358

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the terms set forth in Exhibit C, 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 \$4,563.00 for the Slope,

Drainage and Public Utilities Easement, \$210.00 for the Temporary Construction Easement, and

\$1,000.00 for the loss of several trees outside of the current right of way, increased to a total not-to-

exceed amount of \$5,800.00 (Five thousand eight 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. 205-

12835, 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 of

Slope, Drainage and Public Utilities Easement, and the Grant of Temporary Construction Easement,

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 December 31, 2012, unless the closing date is extended by mutual

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Seller's Initials L. p.p. A

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APN: 098-160-95 Project#: 73358 Escrow#: 205-12835

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 Grant of Slope, Drainage and Public Utilities
   Easement, and the Grant of Temporary Construction Easement;
   and
- F. All costs of any partial reconveyances of deeds of trust, if any.

## 5. TITLE

A. Seller shall by Grant of Slope, Drainage and Public Utilities Easement, and Grant of Temporary Construction Easement, convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, that would render the Acquisition Properties unsuitable for their intended purposes, as outlined herein.

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

Seller acknowledges that County will use federal funds for the acquisition of the land rights for this

Seller's Initials L. A. Pm

APN: 098-160-95 Project#: 73358

Escrow#: 205-12835

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 of Slope, Drainage and

Public Utilities Easement, and Grant of Temporary Construction Easement being conveyed by Seller,

and as shown in Exhibits B and C, 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 property, 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 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 Acquisition Properties.

Seller's Initials L. Q. D. Am

APN: 098-160-95 Project#: 73358

Escrow#: 205-12835

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 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 adjacent to Pleasant Valley Road, inclusive of the right to remove and dispose of any

existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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 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.

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 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.

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Seller's Initials L.O.O. Pm

APN: 098-160-95 Project#: 73358

Escrow#: 205-12835

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder the Grant of Slope, Drainage and Public

Utilities Easement and Grant of Temporary Construction Easement 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

of Slope, Drainage and Public Utilities Easement and Grant of Temporary Construction

Easement.

C. Escrow Holder shall:

(i) Record the Grant of Slope, Drainage and Public Utilities Easement and Grant of

Temporary Construction Easement described and depicted in Exhibits B and C, and

the exhibits thereto, together with County's Certificates 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.

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Seller's Initials L, QD. Sm

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APN: 098-160-95 Project#: 73358 Escrow#: 205-12835

### 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 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: Pleasant Oak Baptist Church

C/O Denny Snyder, Trustee

3951 Leisure Lane 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

Department of Transportation Attn: Right of Way Unit 2850 Fairlane Court Placerville, CA 95667

Seller's Initials L.O.O.

APN: 098-160-95 Project#: 73358

Escrow#: 205-12835

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 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.

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Seller's Initials Laa

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APN: 098-160-95 Project#: 73358

Escrow#: 205-12835

22. 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. County or County's contractor or authorized agent will remove any trees, shrubs or

landscape improvements, in conflict with the proposed road improvements to be

constructed within the new right of way limits. Any trees that are 4 inches in diameter or

greater, will be cut, removed and placed within the new property line for Seller to use

as firewood.

B. County or County's contractor or authorized agent will conform existing driveway

entrance to the new paved street section and pave it back at least 15 feet.

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, (Assessor's Parcel Number 098-160-95) where necessary to perform the replacement and/or

construction described in Section 22 of this Agreement. Seller understands and agrees that after

completion of the work described in Section 22, the improvements will be considered Seller's sole

property and Seller will be responsible for their maintenance and upkeep and repair.

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APN: 098-160-95 Project#: 73358 Escrow#: 205-12835

## 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

Pleasant Oak Baptist Church,

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.

#### SELLER:

a California corporation
By: Jan D. Dan, Trustee Date: 7-10-12 Trustee
By: Ven Suppl Trustee Date: 7/10/12 Trustee
By: Paul & Mc Clan TRYSTEE Date: 07/11/2012 Trustee
COUNTY OF EL DORADO:
Date: By:
Chair, Board of Supervisors
ATTEST: Suzanne Allen de Sanchez Clerk of the Board of Supervisors
By:

Seller's Initials L.O.O. Pm

Order No. 205-12835 UPDATE Version 3

## EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL ONE:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 33 BEARS NORTH 0 DEG 31' EAST 230.00 FEET AND NORTH 17 DEG 53' 30' EAST 1416.25 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 89 DEG 28' WEST 200.00 FEET; THENCE NORTH 82 DEG 01' 30" WEST 173.73 FEET; THENCE SOUTH 53 DEG 46' WEST 44.02 FEET; THENCE SOUTH 36 DEG 14' EAST 76. 90 FEET; THENCE SOUTH 27 DEG 05' EAST 76.9 FEET; THENCE SOUTH 43 DEG 29' EAST 102.3 FEET; THENCE SOUTH 61 DEG 59' EAST 100.9 FEET; THENCE SOUTH 69 DEG 44' EAST 142.6 FEET; THENCE SOUTH 68 DEG 56' EAST 33.2 FEET TO THE SOUTHEAST CORNER; THENCE NORTH 0 DEG 31' EAST 317.28 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF LOT G OF UNFILED KELLER SUBDIVISION.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND AS DEEDED TO THE COUNTY OF EL DORADO IN OFFER OF DEDICATION ROAD, RECORDED SEPTEMBER 28, 2010 IN SERIES NO. 2010-0045591 OFFICIAL RECORDS.

#### PARCEL TWO:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE 2.006 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO FIRST BAPTIST CHURCH OF DIAMOND SPRINGS, RECORDED FEBUARY 27, 1962 IN BOOK 582 AT PAGE 257, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE FROM SAID POINT OF BEGINNING SOUTH 53 DEG 46' WEST TO THE NORTHEAST LINE OF THE COUNTY ROAD KNOWN AS PLEASANT VALLEY ROAD; THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE TO THE DIRECT EXTENSION SOUTH 0 DEG 31' WEST OF THE EAST LINE OF SAID 2.006 ACRE PARCEL; THENCE NORTH 0 DEG 31' EAST TO THE MOST SOUTHERLY CORNER OF SAID 2.006 ACRE PARCEL; THENCE ALONG THE SOUTHWEST LINE OF SAID 2.006 ACRE PARCEL, AS FOLLOWS: NORTH 68 DEG 56' WEST 33.2 FEET; NORTH 69 DEG 44' WEST 142.6 FEET; NORTH 61 DEG 59' WEST 100.9 FEET; NORTH 43 DEG 29' WEST 102.3 FEET; NORTH 27 DEG 05' WEST 76.9 FEET AND NORTH 36 DEG 14' WEST 76.90 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND AS DEED TO THE COUNTY OF EL DORADO, IN OFFER OF DEDICATION OF ROAD, RECORDED ON SEPTEMBER 28, 2010 IN SERIES NO. 2010-0045591 OFFICIAL RECORDS.

A.P!N. 098-160-95-100

OLD APN #098-160-03-100

**CLTA Preliminary Report** 

#### Exhibit B

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: El Dorado County Board of Supervisors 330 Fair Lane Placerville, CA 95667

Assessor's Parcel Number 098-160-95 Pleasant Oak Baptist Church

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, DRAINAGE AND PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Pleasant Oak Baptist Church, a California corporation, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, a slope, drainage and public utilities easement for slope construction and maintenance of 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,

See Exhibits A & B, attached hereto and made a part hereof.

#### **GRANTOR**

Pleasant Oak Baptist Church, a California corporation

	Date:
Denny Snyder, Trustee	
D. I.M. Cli. 17	Date:
Paul McClain, Trustee	
	Date:
Adam Bishop, Trustee	

(All signatures must be acknowledged by a Notary Public)

## Exhibit 'A'

All that certain property situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 33, Township 10 North, Range 11 East, M.D.M., County of El Dorado, State of California, being a portion of the parcel described in the deed to the Pleasant Oak Baptist Church, recorded October 29, 1984 in Book 2361 of Official Records, El Dorado County at Page 263, more particularly described as follows:

All the said parcel lying southerly of the following described line: Beginning at a point on the east line of said Pleasant Oak Baptist Church parcel, from which the southwest corner of the parcel described in the deed to the Cargill Family Trust, recorded September 18, 2009 in Document 2009-0047351 of Official Records, El Dorado County bears North 00°31'00" East 18.64 feet; said southwest corner also being a point on the east line of said Pleasant Oak Baptist Church parcel; thence North 62°50'50" West 269.13 feet; thence North 67°29'20" West 72.25 feet; thence North 47°01'30" West 67.35 feet; thence South 42°58'30" West 13.00 feet to the northerly boundary of that certain Irrevocable Offer of Dedication for a road right-of-way to the County of El Dorado, recorded September 28, 2010 in Document 2010-0045591 of Official Records, El Dorado County.

Containing 9,911 square feet more or less.

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

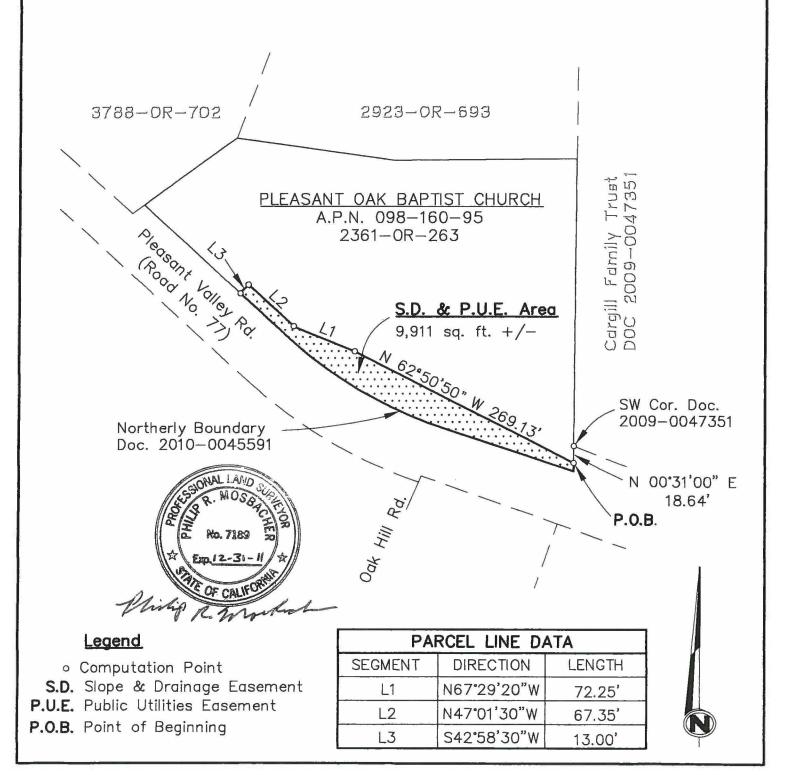
- End of Description -

The purpose of this description is to describe that portion of Document 2361 of Official Records at Page 263 as an easement for slope, drainage and public utilities.

# Exhibit 'B"

Situate in Southeast One—Quarter of the Northwest One—Quarter of Section 33, T. 10 N., R. 11 E., M.D.M. County of El Dorado, State of California

Scale 1" = 100'



## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

APN 098-160-95 Pleasant Oak Baptist Church

Above section for Recorder's use

## **CERTIFICATE OF ACCEPTANCE**

This is to certify that the in	terest in real property conveyed by the Grant of Slope	٠,
Drainage, and Public Utilities Ea	sement dated from Pleasan	t
Oak Baptist Church, a California	a corporation, to the COUNTY OF EL DORADO,	a
	e of California, is hereby accepted by order of the	
-	pervisors and the Grantee consents to the recordation	
thereof by its duly authorized office	•	
Dated thisday of	, 20	
•		
	COUNTY OF EL DORADO	
	By:	
	John R. Knight, Chair	
	Board of Supervisors	
ATTEST:		
Suzanne Allen de Sanchez		
Clerk of the Board of Supervisors		
D.		
By:	_	
Deputy Clerk		

#### Exhibit C

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: County of El Dorado **Board of Supervisors** 330 Fair Lane Placerville, CA 95667

Assessor's Parcel Number: 098-160-95

Pleasant Oak Baptist Church

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Pleasant Valley Road at Oak Hill Road Intersection Improvements Project #73358

#### GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Pleasant Oak Baptist Church, a California corporation, 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 made a part hereof.

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

- 1. For good and valuable consideration, as more specifically described in the Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated \_, 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 he is 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 Pleasant Valley Road at Oak Hill Intersection Improvements 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 Pleasant Valley Road at Oak Hill Intersection Improvements Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

#### Exhibit C

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Pleasant Valley Road at Oak Hill Intersection Improvements Project is not completed within 18 months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$12.00 (Twelve dollars, exactly) will be paid to Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.
- 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.

**GRANTOR** 

Pleasant Oak Baptist Church a California corporation	
Donney Carydon Tayyotoo	Date:
Denny Snyder, Trustee	
	Date:
Paul McClain, Trustee	
	Date:
Adam Bishop, Trustee	

(All signatures must be acknowledged by a Notary Public)

## Exhibit 'A'

All that certain property situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 33, Township 10 North, Range 11 East, M.D.M., County of El Dorado, State of California, being a portion of the parcel described in the deed to the Pleasant Oak Baptist Church, recorded October 29, 1984 in Book 2361 of Official Records, El Dorado County at Page 263, more particularly described as follows:

Beginning at a point on the east line of said Pleasant Oak Baptist Church parcel. from which the southwest corner of the parcel described in the deed to the Cargill Family Trust, recorded September 18, 2009 in Document 2009-0047351 of Official Records, El Dorado County bears North 00°31'00" East 18.64 feet; thence North 00°31'00" East 18.64 feet along the east line of said Pleasant Oak Baptist Church parcel to the southwest corner of said Cargill parcel, thence continuing North 00°31'00" East along the lot line common to the Pleasant Oak Baptist Church and Cargill parcels, 36.88 feet; thence leaving said common lot line, North 89°29'00" West 31.88 feet; thence South 59°30'40" West 41.83 feet; thence South 62°50'50" East 75.78 feet to the Point of Beginning.

Containing 2,224 square feet more or less.

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

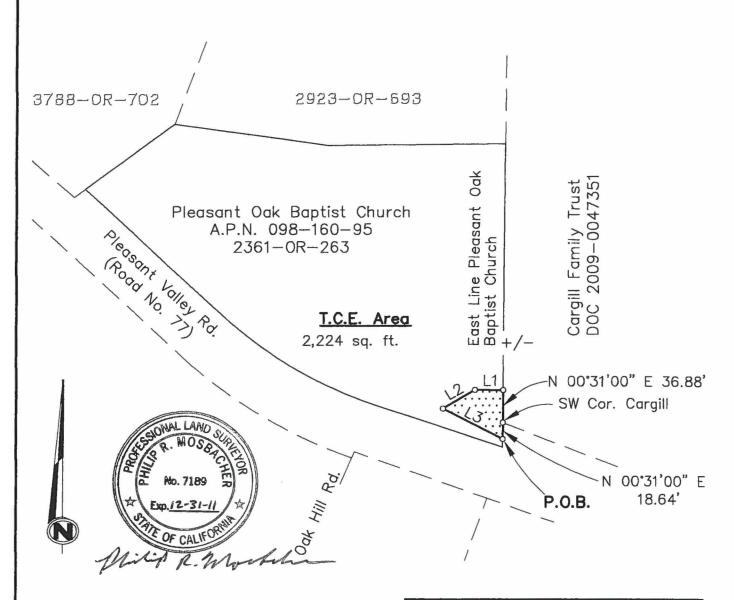
- End of Description -

The purpose of this description is to describe that portion of Document 2361 of Official Records at Page 263 as an easement for temporary construction.

## Exhibit 'B"

Situate in Southeast One—Quarter of the Northwest One—Quarter of Section 33, T. 10 N., R. 11 E., M.D.M. County of El Dorado, State of California

Scale 1" = 100'



## Legend

Computation Point

T.C.E. Temporary Construction Easement

P.O.B. Point of Beginning

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N89°29'00"W	31.88'
L2	S59°30'40"W	41.83'
L3	S62*50'50"E	75.78'

## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

APN 098-160-95 Pleasant Oak Baptist Church

Above section for Recorder's use

## CERTIFICATE OF ACCEPTANCE

This is to certify that the	interest in real property conveyed by the Grant of
Temporary Construction Easement	dated from Pleasant Oak
Baptist Church, a California con	rporation, to the COUNTY OF EL DORADO, a
-	of California, is hereby accepted by order of the
County of El Dorado Board of Sur	pervisors and the Grantee consents to the recordation
thereof by its duly authorized office	r.
Dated thisday of	, 20
	COUNTY OF EL DORADO
	By:
	John R. Knight, Chair
	Board of Supervisors
ATTEST:	
Suzanne Allen de Sanchez	
Clerk of the Board of Supervisors	
By:	
Deputy Clerk	