

Sellers: Avery
APN: 079-030-15
Project #: 77115
Escrow #: 201-39935

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 **RODERICK S. AVERY, JR. and KRISTINE M. AVERY, 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 Public Utility Easement as described and depicted 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

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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 E 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 **\$3,302.00** for the fee title, **\$2,378.00** for the Slope and Drainage Easement, **\$548.00** for a Public Utilities Easement, and **\$845.00** for a Temporary Construction Easement, for a total amount of **\$7,073.00**. The payment for On-site Improvements is **\$6,431.00**. The payment for the Cost to Cure items is **\$6,516.00**; all payments total **\$20,020.00 (Twenty-thousand Twenty dollars, exactly)** 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. 201-39935, 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 escrow. The escrow must be closed no later than June 30, 2015, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easement Deeds.
- 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. 201-39935, dated November 26, 2014; and
- C. Exceptions 1, 2, 3 and 4 paid current and subject to items 5, 6, 7, 8, and 9 as listed in said preliminary title report.

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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.

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- 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.

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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 RSJ KMA

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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.

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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: Roderick S. and Kristine M. Avery
7280 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**

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

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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.

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' 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 Seller will be responsible for its maintenance and repair.

26. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Number: 079-030-15) where necessary, to perform the work as described in Section 25 of this Agreement.

27. EFFECTIVE DATE

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

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be

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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 therein.


SELLERS:

RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants

Date: 3-3-15 By: 
RODERICK S. AVERY, JR.


Date: 3/3/15 By: 
KRISTINE M. AVERY

COUNTY OF EL DORADO:

Date: 4-14-15 By: 
Brian K. Veerkamp
Chair, Board of Supervisors

ATTEST: James S. Mitrisin

Clerk of the Board of Supervisors

By: 
Deputy Clerk

Sellers  

Order No. 201-39935
UPDATE
Version 5

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:

A PORTION OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 12 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JANUARY 4, 1990 IN BOOK 41 OF PARCEL MAPS AT PAGE 78.

A.P.N. 079-030-15-100

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Avery
APN: 079-030-15

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, **RODERICK S. AVERY, JR. and KRISTINE M. AVERY, 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: RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants.

By: _____
RODERICK S. AVERY, JR.

By: _____
KRISTINE M. AVERY

Notary Acknowledgments Follow

Exhibit 'A'

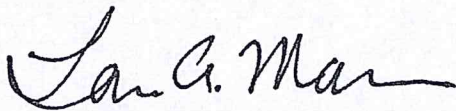
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Beginning at the southeast corner of said Parcel; thence from said POINT OF BEGINNING along the southerly line of said Parcel North 47° 49' 12" West 94.98 feet; thence North 66° 50' 42" West 230.02 feet to the southwest corner of said Parcel 1; thence along the westerly line of said Parcel North 56° 51' 52" East 67.49 feet to the beginning of a non-tangent curve to the right having a radius of 448.00 feet; thence leaving said westerly line along said curve through a central angle of 11° 45' 55" an arc length of 91.99 feet, said curve being subtended by a chord which bears South 62° 59' 52" East 91.83 feet; thence South 32° 53' 05" West 4.00 feet to the beginning of a non-tangent curve to the right having a radius of 520.00 feet; thence along said curve through a central angle of 12° 57' 10" an arc length of 117.56 feet, said curve being subtended by a chord which bears South 52° 04' 06" East 117.31 feet; thence South 45° 35' 26" East 85.09 feet to the easterly line of said Parcel 1; thence along said line South 27° 48' 06" West 16.29 feet to the POINT OF BEGINNING, containing 11286 square feet or 0.26 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.



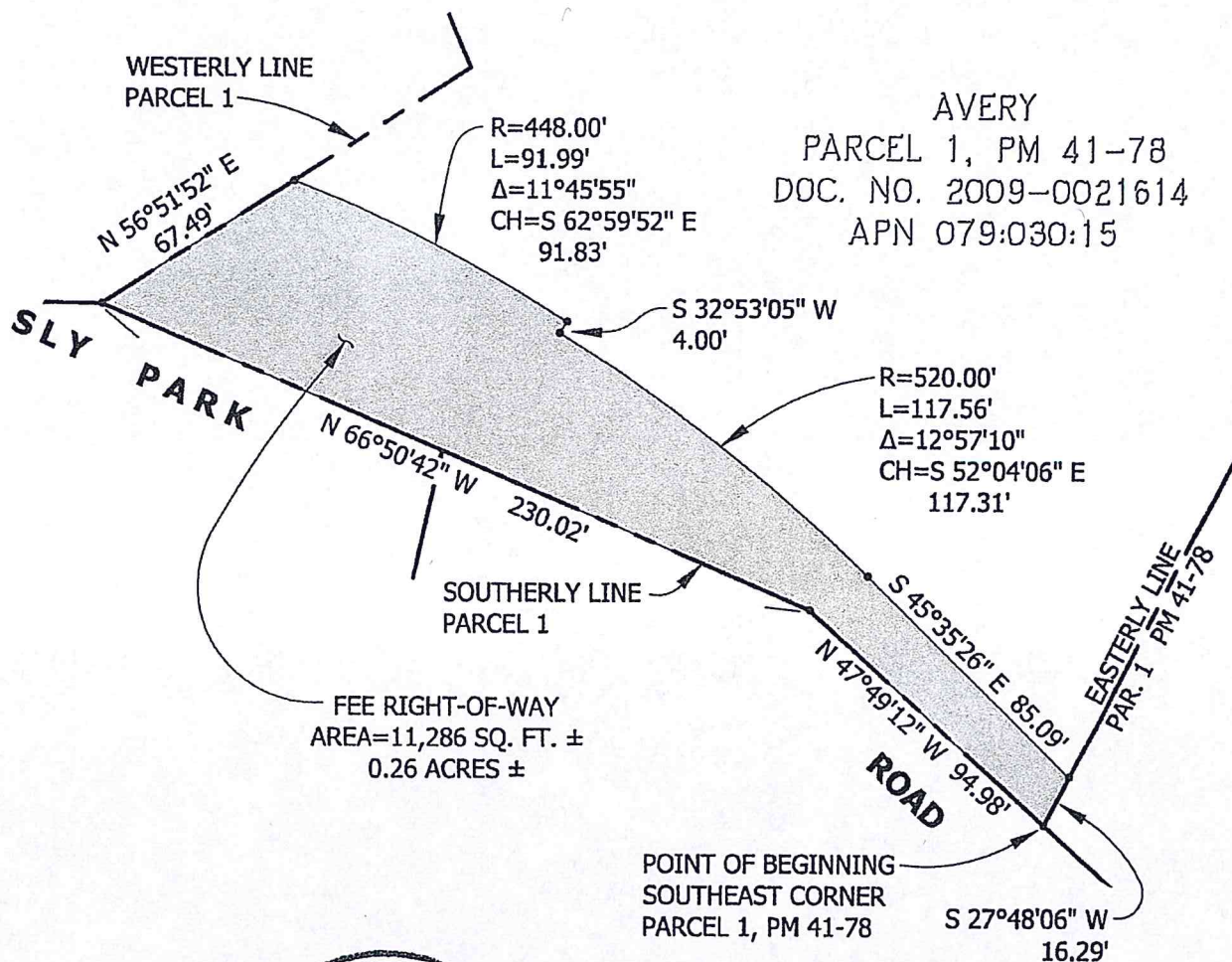
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County, Department of Transportation

Dated: 12.06.2012



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



AVERY
PARCEL 1, PM 41-78
DOC. NO. 2009-0021614
APN 079:030:15



Grid North
Scale 1"=50'

EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Avery
APN 079-030-15

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, **RODERICK S. AVERY, JR. and KRISTINE M. AVERY, 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: RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants.

By: _____
RODERICK S. AVERY, JR.

By: _____
KRISTINE M. AVERY

Notary Acknowledgments Follow

Exhibit 'A1'

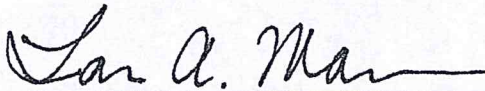
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Beginning on the easterly line of said Parcel from which the southeast corner thereof bears South 27° 48' 06" West 16.29 feet; thence from said POINT OF BEGINNING North 45° 35' 26" West 85.09 feet to the beginning of a non-tangent curve to the left having a radius of 520.00 feet; thence along said curve through a central angle of 12° 57' 10" an arc length of 117.56 feet, said curve being subtended by a chord which bears North 52° 04' 06" West 117.31 feet; thence North 32° 53' 05" East 4.00 feet to the beginning of a non-tangent curve to the left having a radius of 448.00 feet; thence along said curve through a central angle of 11° 45' 55" an arc length of 91.99 feet, said curve being subtended by a chord which bears North 62° 59' 52" West 91.83 feet to the westerly line of said Parcel; thence along said line North 56° 51' 52" East 26.84 feet; thence leaving said line South 62° 36' 43" East 73.44 feet; thence South 52° 43' 47" East 50.80 feet; thence South 21° 36' 14" East 10.26 feet; thence South 49° 16' 51" East 68.30 feet; thence South 47° 06' 37" East 56.99 feet; thence South 65° 29' 39" East 10.70 feet; thence South 45° 25' 42" East 12.36 feet to said easterly line; thence South 27° 48' 06" West 23.56 feet to the POINT OF BEGINNING, containing 5764 square feet or 0.13 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

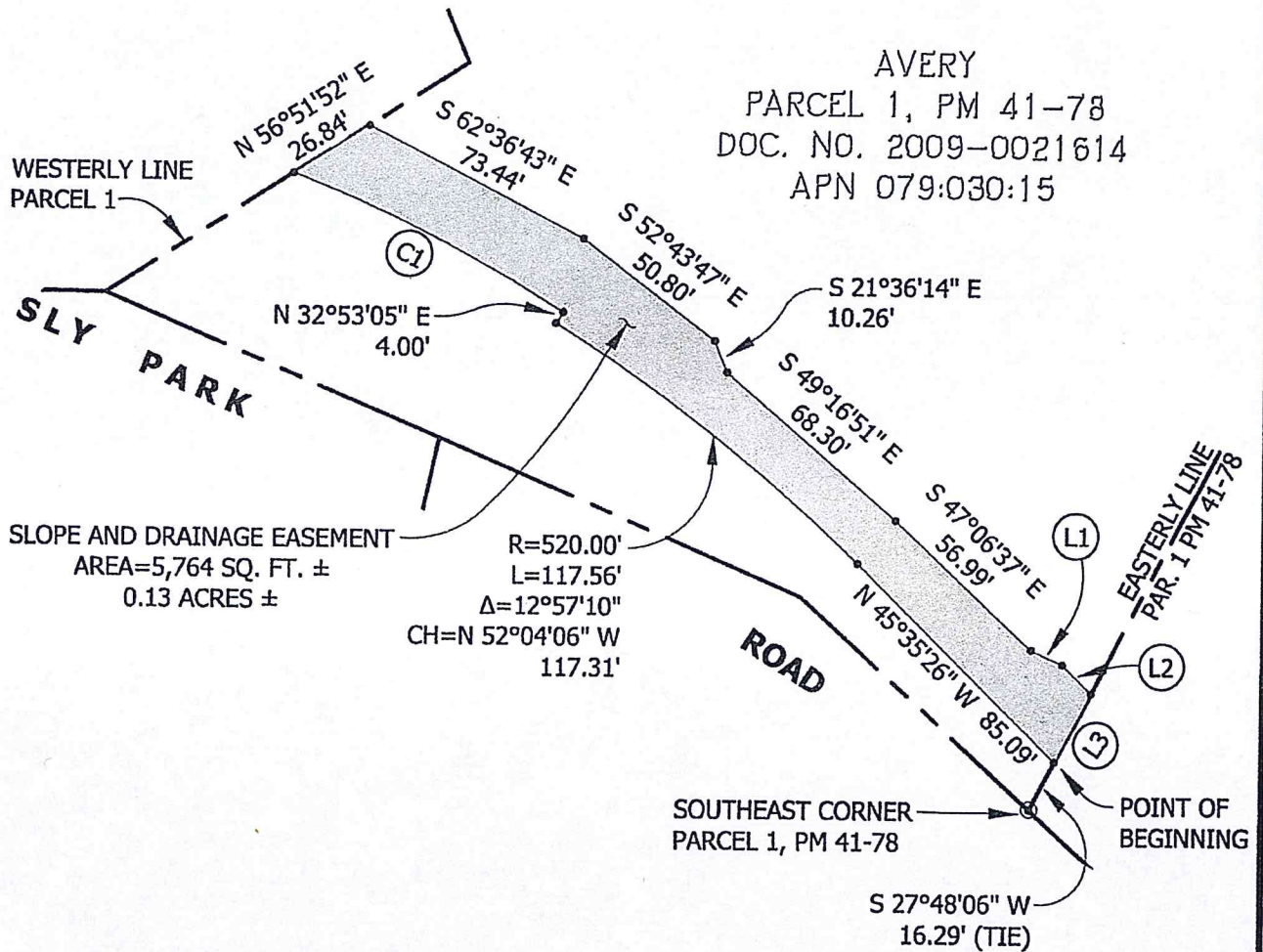
Dated: 12.06.2012



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

AVERY
PARCEL 1, PM 41-78
DOC. NO. 2009-0021614
APN 079:030:15



- (C1) R=448.00' Δ=11°45'55" L=91.99'
CH=N 62°59'52" W 91.83'
- (L1) S 65°29'39" E 10.70'
- (L2) S 45°25'42" E 12.36'
- (L3) S 27°48'06" W 23.56'



Grid North
Scale 1"=50'

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

Avery
APN 079-030-15

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

RODERICK S. AVERY, JR. and KRISTINE M. AVERY, 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 \$845.00 (Eight-Hundred Forty-five 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 \$ 36.00 (Thirty-six 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:

RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants.

Executed on this date: _____, 2015

By: _____
RODERICK S. AVERY, JR.

By: _____
KRISTINE M. AVERY

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 Parcel 1 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Area 1:

Beginning at a point from which the southwest corner of said Parcel 1 bears the following two (2) courses; 1) North 62° 36' 43" West 73.44 feet and 2) South 56° 51' 52" West 94.33 feet; thence from said POINT OF BEGINNING North 70° 11' 54" East 32.96 feet; thence North 68° 09' 50" East 100.69 feet; thence South 27° 01' 58" East 51.88 feet; thence South 57° 53' 39" West 101.38 feet; thence North 49° 16' 51" West 7.16 feet; thence North 21° 36' 14" West 10.26 feet; thence North 52° 43' 47" West 50.80 feet; thence North 62° 36' 43" West 14.13 feet to the POINT OF BEGINNING, containing 7026 square feet or 0.16 acres more or less.

Together with:

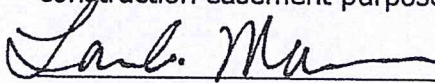
Area 2:

Beginning on the westerly line of said Parcel from which the southwest corner thereof bears the following two (2) courses; 1) South 23° 20' 55" East 81.19 feet and 2) South 56° 51' 52" West 129.90 feet; thence from said POINT OF BEGINNING along said westerly line North 23° 20' 55" West 24.36 feet; thence leaving said line North 45° 47' 01" East 28.97 feet; thence South 45° 43' 42" East 22.10 feet; thence South 44° 46' 33" West 38.24 feet to the POINT OF BEGINNING, containing 752 square feet 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, Department of Transportation

Dated: 12.06.2012



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



AREA 2
TEMPORARY CONSTRUCTION
EASEMENT
AREA=752 SQ. FT. ±

N 45°47'01" E 28.97'
S 45°43'42" E 22.10'
N 23°20'55" W 24.36'
S 44°46'33" W 38.24'

AREA 2
POINT OF
BEGINNING

S 23°20'55" E
81.19' (TIE)

AREA 1
TEMPORARY CONSTRUCTION
EASEMENT
AREA=7,026 SQ. FT. ±
0.16 ACRES ±

AVERY
PARCEL 1, PM 41-78
DOC. NO. 2009-0021614
APN 079:030:15

SOUTHWEST
CORNER
PARCEL 1,
PN 41-78

SLY
PARK

AREA 1
POINT OF
BEGINNING

L1
L2
L3
L4
L5
L6
L7

N 68°09'50" E 100.69'
S 27°01'58" E 51.88'
S 57°53'39" W 101.38'

- (L1) S 56°51'52" W 94.33' (TIE)
- (L2) N 62°36'43" W 73.44' (TIE)
- (L3) N 70°11'54" E 32.96'
- (L4) N 49°16'51" W 7.16'
- (L5) N 21°36'14" W 10.26'
- (L6) N 52°43'47" W 50.80'
- (L7) N 62°36'43" W 14.13'



Grid North
Scale 1"=50'

ROAD

EASTERLY LINE
PAR. 1 PM 41-78

EXHIBIT "E"

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

**NOTE: THE FINAL FORMAT FOR
THIS UTILITY EASEMENT MAY
BE PROVIDED BY THE UTILITY
COMPANY.**

Avery
APN: 079-030-15

Above section for Recorder's use _____

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RODERICK S. AVERY, JR. and KRISTINE M. AVERY, 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 public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of 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.

APN 079-030-15

Said utility easement shall include rights of way 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.

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,

EXHIBIT "E"

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 their names on this _____ day of _____, 2015.

GRANTOR:

RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants.

By: _____
RODERICK S. AVERY, JR.

By: _____
KRISTINE M. AVERY

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 Parcel 1 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

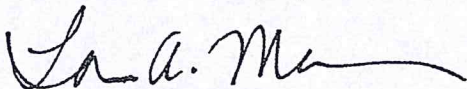
Beginning on the easterly line of said Parcel from which the southeast corner thereof bears South 27° 48' 06" West 16.29 feet; thence from said POINT OF BEGINNING North 45° 35' 26" West 85.09 feet to the beginning of a curve to the left having a radius of 520.00 feet; thence along said curve through a central angle of 12° 57' 10" an arc length of 117.56 feet, said curve being subtended by a chord which bears North 52° 04' 06" West 117.31 feet; thence North 32° 53' 05" East 4.00 feet to the beginning of a non-tangent curve to the left having a radius of 448.00 feet; thence along said curve through a central angle of 11° 45' 55" an arc length of 91.99 feet, said curve being subtended by a chord which bears North 62° 59' 52" West 91.83 feet to the westerly line of said Parcel 1; thence along said line North 56° 51' 52" East 30.33 feet; thence leaving said line South 52° 59' 02" East 240.64 feet; thence North 32° 31' 10" East 9.17 feet; thence South 57° 28' 50" East 35.59 feet to the easterly line of said Parcel; thence along said line South 27° 48' 06" West 41.84 feet to the POINT OF BEGINNING, containing 5690 square feet or 0.13 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 public utilities easement purposes.



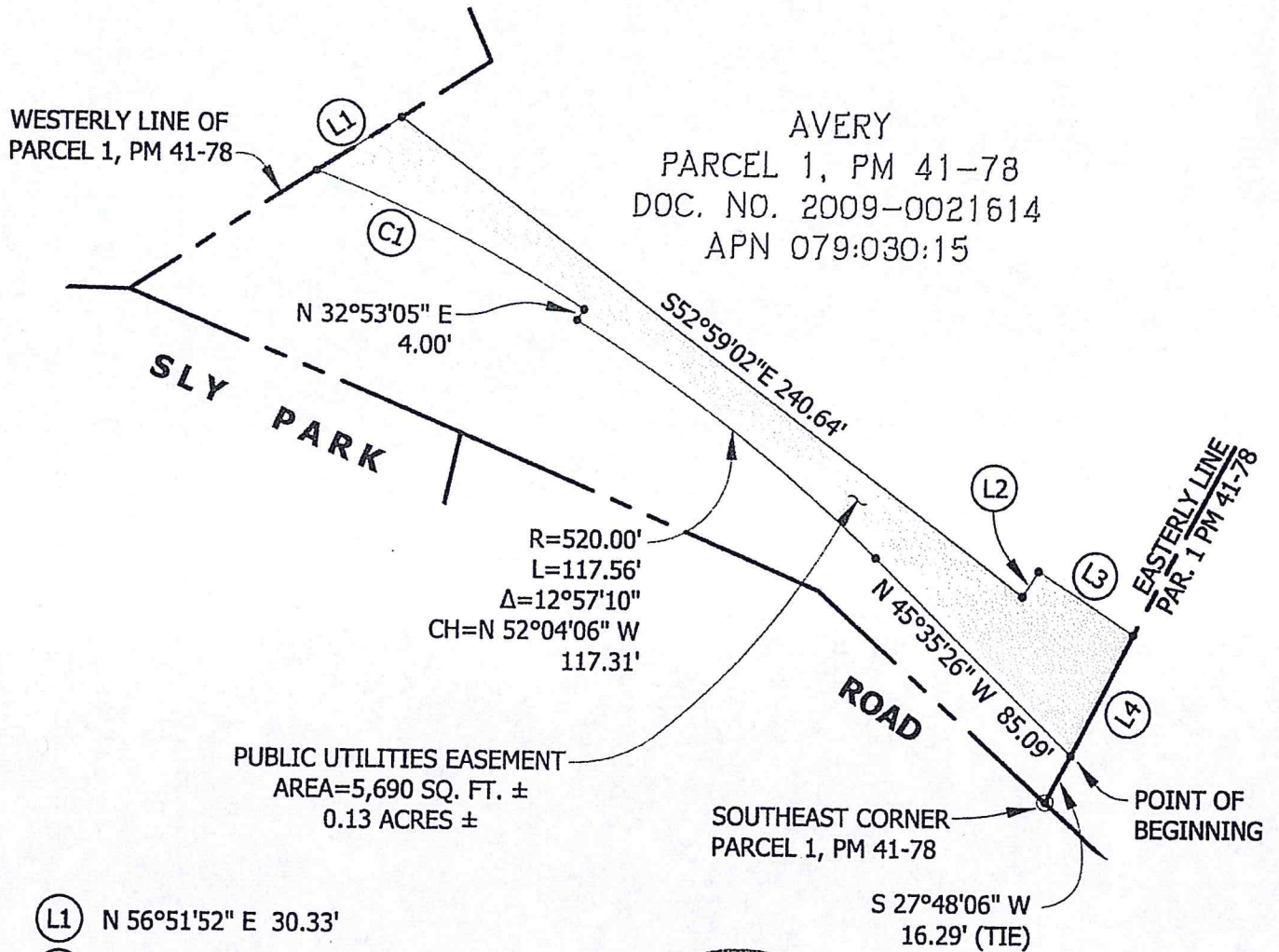
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
Transportation Division
El Dorado County

Dated: 04.22.2014



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 56°51'52" E 30.33'
- (L2) N 32°31'10" E 9.17'
- (L3) S 57°28'50" E 35.59'
- (L4) S 27°48'06" W 41.84'
- (C1) R=448.00' Δ=11°45'55" L=91.99'
CH=N 62°59'52" W 91.83'



Grid North
Scale 1"=50'