

Sellers: Kragel  
APN: 079-030-07  
Project #: 77115  
Escrow #: 205-16117

**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 **STEPHEN KRAGEL and MARY KRAGEL, 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 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 a Slope and Drainage 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, 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**

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

Sellers MR P

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## 2. JUST COMPENSATION

The just compensation for the Easements is in the amount of **\$282.00** for the Slope and Drainage Easement, and in the amount of **\$64.00** for the Temporary Construction Easement, totaling **\$346.00**. However, the minimum compensation for the land rights is **\$1,000.00 (One-thousand dollars, exactly)**.

## 3. ESCROW

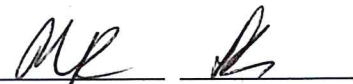
The acquisition of the Easements shall be consummated by means of Escrow No. 205-16117 for APN 079-030-07, which has been opened at Placer Title Company ("Escrow Holder"), 175 Placerville Drive, Placerville, CA, 95667; Attention: Jim Donner, Escrow Officer. This Agreement shall, to the extent possible, 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 Easement. 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 July 31, 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

Sellers: \_\_\_\_\_



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- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Sellers shall, by Grant of Easement, 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)**

Sellers acknowledges 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 Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easements being conveyed by Sellers, and as shown in Exhibit B and Exhibit C, 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.
- 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

Sellers: MR AK



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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 Easement.

**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 for the Sly Park Road at Clear Creek Road Realignment and Bridge Replacement Project, 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.

**9. 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 Easements 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.

**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**

Sellers have not employed a broker or sales agent in connection with the sale of the Easements, and Sellers shall indemnify, defend and hold the County free and harmless from any action or claim

Sellers: MR JK

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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.

**12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Sellers 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 Certificates 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 and Exhibit C, and the exhibits thereto, together with County's Certificate of Acceptance.
  - (ii) Deliver the just compensation to Sellers.

**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 Sellers.

**14. 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.

Sellers: MR MC

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**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 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:** Stephen and Mary Kragel  
7365 Sly Park Road  
Placerville, CA 95667

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

**COPY TO:** County of El Dorado  
CDA, Transportation Division  
Attn: R/W Unit  
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 construed in accordance with the laws of the State of California.

Sellers: MP AK



Sellers: Kragel  
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**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**

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

**22. 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.

**23. 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.

Sellers: MR JK

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**24. AUTHORIZED SIGNATURES**

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

**SELLERS:**

**STEPHEN KRAGEL and MARY KRAGEL, husband and wife as Joint Tenants**

Date: 4/27/15

By:   
STEPHEN KRAGEL

Date: 4/28/15

By:   
MARY KRAGEL

**COUNTY OF EL DORADO:**

Date: 6-16-15

By:   
Brian K. Veerkamp  
Chair, Board of Supervisors

ATTEST: James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Sellers:  



**EXHIBIT "A"  
LEGAL DESCRIPTION**

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

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

BEGINNING AT A POINT IN THE EAST LINE OF THE HEREIN DESCRIBED PARCEL OF LAND, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 27 BEARS EAST 4327.22 FEET AND SOUTH 299.77 FEET; THENCE FROM POINT OF BEGINNING, SOUTH 406.67 FEET, THE SOUTHEAST CORNER THEREOF, A 1/2 INCH IRON BAR SET IN AN EXISTING FENCE LINE, SAID FENCE LINE BEING RECORDED IN BOOK 31 AT PAGE 147, EL DORADO COUNTY RECORDS, AS A PROPERTY LINE AGREEMENT; THENCE ALONG SAID FENCE LINE SOUTH 89 DEG 58' 30" WEST 150.06 FEET, THE SOUTHWEST CORNER THEREOF, A SIMILAR MONUMENT; THENCE LEAVING SAID FENCE LINE, NORTH 834.06 FEET; THE NORTHWEST CORNER THEREOF, A 1/2 INCH DIAMETER IRON PIPE SET IN THE CENTERLINE OF THE PUBLIC KNOWN AS THE FLEMING GRADE, AS IT EXISTED IN 1921, AND BEING A POINT IN A BOUNDARY LINE SURVEY AS RECORDED IN BOOK 100 OF DEEDS OF THE RECORDS OF EL DORADO COUNTY, AT PAGE 377; THENCE ALONG SAID LINE NORTH 72 DEG 23' EAST 46.42 FEET AND NORTH 60 DEG 52' EAST 121.15 FEET, THE NORTHEAST CORNER THEREOF, A 1/2 INCH IRON BAR; THENCE LEAVING SAID EAST LINE, SOUTH 500.35 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY BEING TRACT 7, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 20, 1950 IN BOOK 1 OF SURVEY MAPS AT PAGE 33.

A.P.N. 079-030-07-100

EXHIBIT B

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

APN 079-030-07  
Sellers Kragel  
Project 77115

Mail Tax Statements to above.  
Exempt from Documentary Transfer Tax  
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, **STEPHEN KRAGEL and MARY KRAGEL, 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' AND 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

EXHIBIT B

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 his/her/their name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR: STEPHEN KRAGEL and MARY KRAGEL, husband and wife as Joint Tenants**

By: \_\_\_\_\_  
**STEPHEN KRAGEL**

By: \_\_\_\_\_  
**MARY KRAGEL**



## 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 Tract 7 of that particular Record of Survey filed in book 01 of Record of Surveys at page 33, official records said county and state more particularly described as follows:

Beginning at the northeast corner of said Tract 7; thence from said POINT OF BEGINNING along the easterly line of said Tract South  $00^{\circ} 51' 20''$  East 23.52 feet to the beginning of a non-tangent curve to the right having a radius of 639.00 feet; thence leaving said line along said curve through a central angle of  $04^{\circ} 44' 41''$  an arc length of 52.92 feet, said curve being subtended by a chord which bears South  $67^{\circ} 18' 08''$  West 52.90 feet; thence North  $34^{\circ} 38' 59''$  East 32.30 feet to the northerly line of said Tract; thence along said line North  $60^{\circ} 00' 40''$  East 34.74 feet to the POINT OF BEGINNING, containing 837 square feet 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 tract as an easement for slope and drainage purposes.

*Loren A. Massaro*

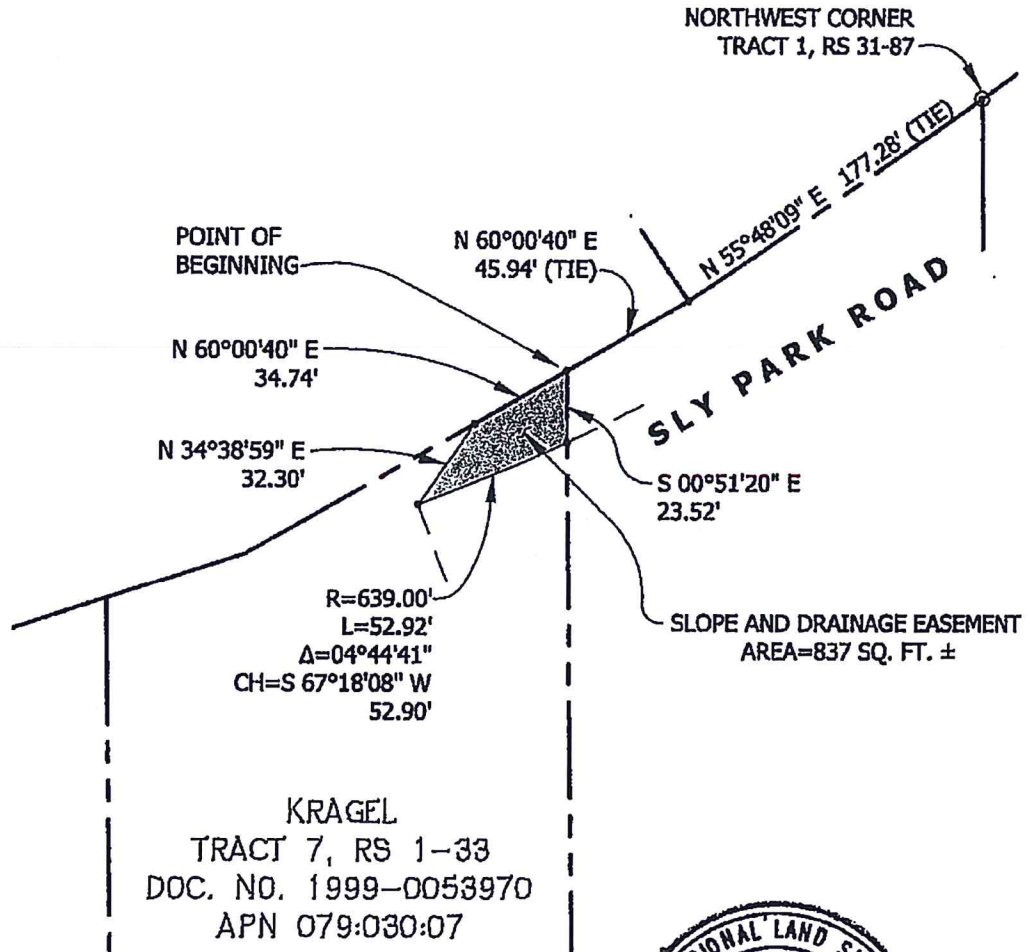
Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



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



Grid North  
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

Kragel  
APN: 079-030-07  
Project: 77115

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated \_\_\_\_\_, 2015 from **STEPHEN KRAGEL and MARY KRAGEL, husband and wife as Joint Tenants**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this 16th day of June, 2015.

#### COUNTY OF EL DORADO

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk



EXHIBIT C

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

APN 079-030-07  
Sellers' Kragel  
Project # 77115

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**STEPHEN KRAGEL and MARY KRAGEL, 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-1 and B-1 attached hereto and made a part hereof.**

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

1. In consideration of \$64.00 (Sixty-four Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A-1 and depicted on the map in Exhibit B-1 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 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

EXHIBIT C

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 \$5.33 (Five Dollars and Thirty-two Cents, 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 C

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

**GRANTOR: STEPHEN KRAGEL and MARY KRAGEL, husband and wife as Joint Tenants**

By: \_\_\_\_\_  
**STEPHEN KRAGEL**

By: \_\_\_\_\_  
**MARY KRAGEL**

**(All signatures must be acknowledged by a Notary Public)**



## 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 Tract 7 of that particular Record of Survey filed in book 01 of Record of Surveys at page 33, official records said county and state more particularly described as follows:

Beginning on the easterly line of said Tract 7 from which the northeast corner thereof bears along said line North 00° 51' 20" West 23.52 feet; thence from said POINT OF BEGINNING along said easterly line South 00° 51' 20" East 38.35 feet to the beginning of a non-tangent curve to the right having a radius of 674.16 feet; thence along said curve through a central angle of 03° 24' 28" an arc length of 40.10 feet, said curve being subtended by a chord which bears South 67° 58' 14" West 40.09 feet; thence North 20° 19' 32" West 35.16 feet to the beginning of a non-tangent curve to the left having a radius of 639.00 feet; thence along said curve through a central angle of 04° 44' 41" an arc length of 52.92 feet; thence North 67° 18' 08" East 52.90 feet to the POINT OF BEGINNING, containing 1635 square feet or 0.04 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 Tract as an easement for construction purposes:



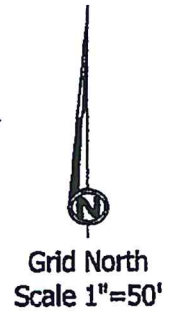
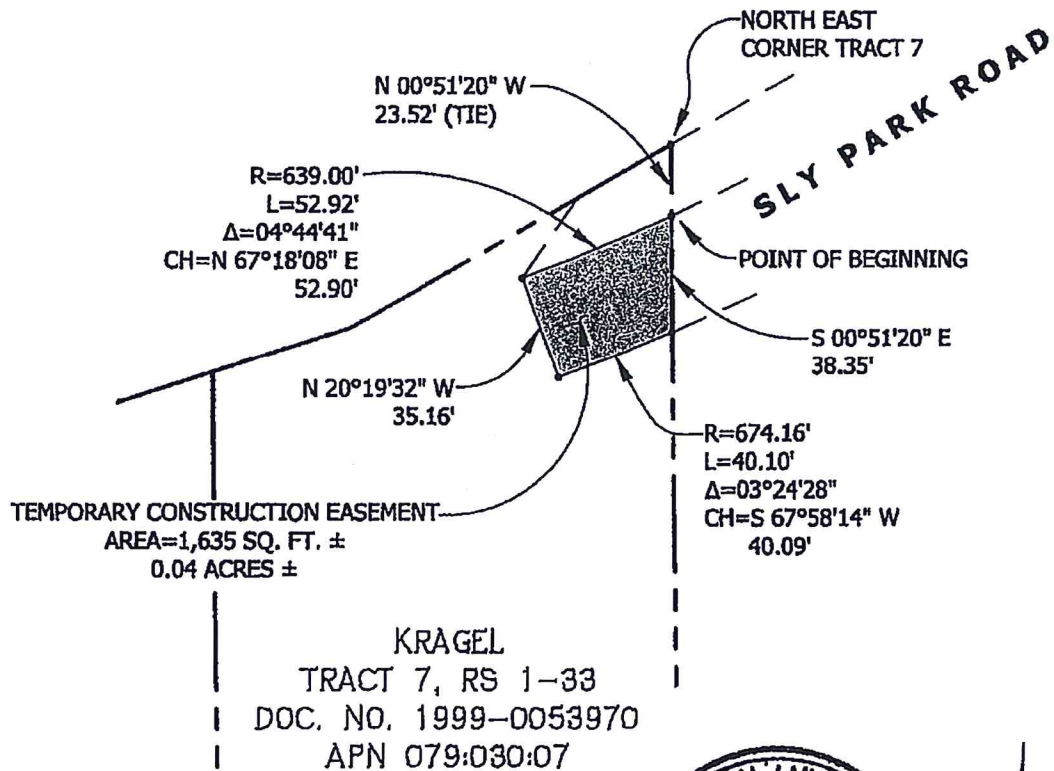
Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



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



WHEN RECORDED, RETURN TO:

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


Kragel  
APN: 079-030-07  
Project: 77115

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Temporary Construction Easement dated \_\_\_\_\_, 2015 from **STEPHEN KRAGEL and MARY KRAGEL, husband and wife as Joint Tenants**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this 16<sup>th</sup> day of June, 2015.

#### COUNTY OF EL DORADO

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk