

Seller: BEYERLEIN
APN: 051-461-54
Project #: 72375
Escrow #: 205-14718

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 **FRITZ W. BEYERLEIN, AN UNMARRIED MAN** referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in an unincorporated area of 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, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Public Utility Easement as described and depicted in Exhibit C, and a Temporary Construction Easement as described and depicted in Exhibit D 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

Seller _____ 

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the attached Exhibits B and C and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit D, which is attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$8,251.00 for the fee title, \$7,792.00 for the Public Utility Easement, \$6,813.00 for a Temporary Construction Easement and \$11,175.00 for Contributory Value of Trees to be removed within easement and acquisition areas, **for a combined total amount of \$34,031.00 rounded to \$34,100.00 (Thirty Four Thousand One 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. 205-14718** 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 Deed and Easements 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 **August 31, 2015**, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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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 Seller, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal/state/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 Easements being conveyed by Seller, and as shown in Exhibit B, C and D, and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or

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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 contract 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. Seller authorizes 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 Seller 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, Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes 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

Seller represents that, to the best of Seller's knowledge, Seller knows 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 **Diamond Springs Parkway – Phase 1A – SR 49 Realignment, CIP No. 72375**, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. 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.

Seller 

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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.

14. 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.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant 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 Properties described and depicted in Exhibit B, C and D 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 Seller.

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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 Seller.

17. 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.

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 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: Fritz W. Beyerlein *OLYMPUS*
941 ~~Loympus~~ Court
Sunnyvale, CA 94087

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

Seller 

Seller: BEYERLEIN
APN: 051-461-54
Project #: 72375
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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

Seller warrants 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 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.
- B. County or County's contractor or authorized agent will remove existing barbed, mesh wire fencing and replace with new fencing of a like-kind material at approximately 6 inches inside new property line along the westerly boundary of the property adjacent to SR49, approximately 728' in length and located between stations 27+25 and 34+00.

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. All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Seller understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

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26. 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 051-461-54) 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.

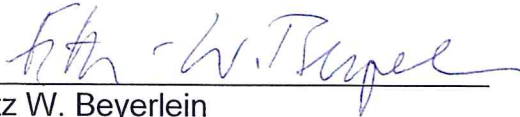
28. ENTIRE AGREEMENT

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 binding unless executed in writing by the party to be bound thereby.

29. AUTHORIZED SIGNATURES

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

SELLER: FRITZ W. BEYERLEIN, AN UNMARRIED MAN

Date: 4-17-15 By: 
Fritz W. Beyerlein

California All Purpose Acknowledgement
dated 4-17-2015 attached

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COUNTY OF EL DORADO:

Date: 6-2-15

By: Brian K. Veerkamp, Chair
Board of Supervisors

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

By: [Signature]
Deputy Clerk

Seller [Signature]

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

} s.s.

On 17 April, 2015 before me, HIMA V. MODI, Notary Public,
Name of Notary Public, Title

personally appeared FRITZ W. BEYERLEIN.
Name of Signer (1)

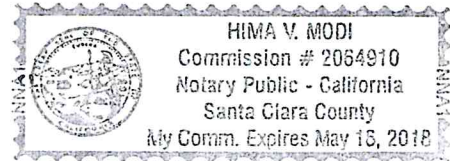
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hima V. Modi
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Receipts -

Acquisition Agreement For Public Purposes.

containing 12 pages, and dated 4-17-15

APN - 051-461-54.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

Order No. 205-14718
 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:

PARCEL 1

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 17, 1983, IN BOOK 32 OF PARCEL MAPS AT PAGE 6.

EXCEPTING THEREFROM ALL THAT PORTION OF PARCEL 2, AS SHOWN ON THE PARCEL MAP FILED MAY 17, 1983 IN BOOK 32 OF PARCEL MAPS AT PAGE 6, EL DORADO COUNTY RECORDS, LYING NORTH OF THE LINE DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M. AND A PORTION OF "PARCEL 2", AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE EL DORADO COUNTY RECORDER IN BOOK 32 OF PARCEL MAPS AT PAGE 6, AND A PORTION OF "PARCEL A", AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE EL DORADO COUNTY RECORDER IN BOOK 36 OF PARCEL MAPS AT PAGE 119, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID PARCEL 2, FROM WHICH POINT THE NORTHEAST CORNER OF PARCEL 2 BEARS NORTH 01 DEG 34' 46" WEST 118.37 FEET; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES: SOUTH 88 DEG 25' 14" WEST 77.05 FEET; THENCE NORTH 64 DEG 02' 44" WEST 100.00 FEET; THENCE NORTH 70 DEG 36' 21" WEST 43.03 FEET; THENCE NORTH 62 DEG 19' 23" WEST 134.93 FEET; THENCE SOUTH 43 DEG 11' 48" WEST 140.00 FEET; THENCE SOUTH 00 DEG 20' 44" WEST 49.73 FEET; THENCE SOUTH 06 DEG 01' 00" WEST 40.11 FEET; THENCE SOUTH 76 DEG 45' 43" WEST 65.92 FEET; THENCE NORTH 87 DEG 00' 41" WEST 95.46 FEET; THENCE SOUTH 73 DEG 00' 50" WEST 47.95 FEET; THENCE SOUTH 16 DEG 29' 10" WEST 14.44 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS SOUTH 57 DEG 50' 30" WEST 33.60 FEET, THENCE NORTH 79 DEG 56' 18" WEST 103.69 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 171.50 FEET AND A CHORD WHICH BEARS NORTH 83 DEG 47' 57" WEST 23.18 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET AND A CHORD WHICH BEARS NORTH 47 DEG 02' 58" WEST 39.08 FEET; THENCE SOUTH 83 DEG 35' 15" WEST 25.46 FEET TO THE WEST LINE OF SAID PARCEL A, FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL A BEARS SOUTH 01 DEG 49' 36" EAST 41.37 FEET.

PARCEL 2

ALL THAT PORTION OF PARCEL A, AS SHOWN ON THE PARCEL MAP FILED JANUARY 19, 1987 IN BOOK 36 OF PARCEL MAPS AT PAGE 119, EL DORADO COUNTY RECORDS, LYING SOUTH OF THE LINE DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M. AND A PORTION OF "PARCEL 2", AS SAID PARCEL IS SHOWN AND SO

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

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

APN 051-461-54
FRITZ W. BEYERLEIN
Project # 72375 – DSP Phase 1A

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FRITZ W. BEYERLEIN, AN UNMARRIED MAN**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A1' and depicted in Exhibit 'B1', Exhibit 'A2' and depicted in Exhibit 'B2', together attached hereto and made a part hereof, which descriptions are by this reference incorporated herein.

County will use federal/state/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

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

EXHIBIT B
Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 4-17 day of 2015

GRANTOR: FRITZ W. BEYERLEIN, AN UNMARRIED MAN



Fritz W. Beyerlein

(All signatures must be acknowledged by a Notary Public)

California All Purpose Acknowledgement

dated 4-17-2015 attached

EXHIBIT 'A1'
(36375-1)

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel A as shown on that particular Parcel Map filed in Book 36, Page 119 and a portion of Parcel 2 as shown on that particular Parcel Map filed in Book 32, Page 6 in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Southwest corner of said Parcel 2; thence along the westerly line of said Parcel 2 North 2° 09' 16" East 137.23 feet to the beginning of a non-tangent curve concave westerly having a radius of 2371.00 feet and the TRUE POINT OF BEGINNING; thence leaving said westerly line along said curve through a central angle of 14° 01' 12" an arc distance of 580.17 feet to the Boundary Line Agreement shown on that particular Record of Survey filed in Book 20, Page 113, said curve being subtended by a chord which bears North 1° 41' 10" East 578.72 feet; thence along said Boundary Line Agreement the following two courses: 1) northwesterly along a non-tangent curve concave to the northeast having a radius of 30.00 feet through a central angle of 32° 36' 34" an arc distance of 17.07 feet, said curve being subtended by a chord which bears North 23° 27' 22" West 16.84 feet; 2) South 82° 50' 36" West 25.60 feet to the westerly line of said Parcel A; thence along the westerly lines of said Parcel A and said Parcel 2 the following three courses: 1) South 2° 34' 02" East 145.23 feet; 2) South 2° 41' 18" East 299.89 feet; 3) South 2° 09' 16" West 146.19 feet to the TRUE POINT OF BEGINNING. Containing 13,748 square feet (0.31 acres) more or less.

-End of Description-

See Exhibit 'B1' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe those portions of said Parcel A and said Parcel 2 as a Right-of-Way for road purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/19/2015

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA } s.s.

On 17 April, 2015 before me, HIMA V. MODI, Notary Public,
Name of Notary Public, Title

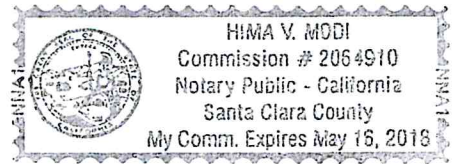
personally appeared FRITZ W. BEYERLEIN.
Name of Signer (1)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hima V. Modi.
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed
APN: 051-461-54
containing 2 pages, and dated 4-17-15.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)
- _____

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

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

APN 051-461-54
FRITZ W. BEYERLEIN
Project # 72375 – DSP Phase 1A

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

Above section for Recorder's use

GRANT OF PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FRITZ W. BEYERLEIN, AN UNMARRIED MAN**, 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 the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A3' AND DEPICTED IN EXHIBIT 'B3' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

County will use federal/state/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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise

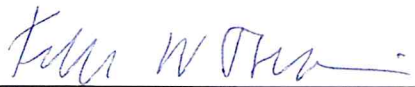
subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

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

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

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of 4-17-15, 2015.

GRANTOR: FRITZ W. BEYERLEIN, AN UNMARRIED MAN



Fritz W. Beyerlein

(A Notary Public Must Acknowledge All Signatures)

California All Purpose Acknowledgement
dated 4-17-2015 attached

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

} s.s.

On 17 April, 2015 before me, HIMA V. MODI, Notary Public,
Name of Notary Public, Title

personally appeared FRITZ W. BEYERLEIN.
Name of Signer (1)

Name of Signer (2)

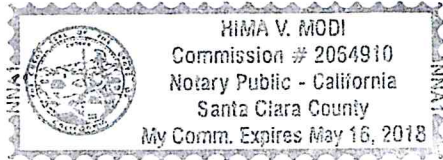
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hima V. Modi.

Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant of Public Utilities Easement - Project 72375 containing 2 pages, and dated 4-17-15.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____ Title(s)
 Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

Form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

EXHIBIT 'A3'
(36375-4)

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel A as shown on that particular Parcel Map filed in Book 36, Page 119 and a portion of Parcel 2 as shown on that particular Parcel Map filed in Book 32, Page 6 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel 2; thence along the westerly line of said Parcel 2 North 2° 09' 16" East 137.23 feet to the beginning of a non-tangent curve concave westerly having a radius of 2371.00 feet; thence leaving said westerly line along said curve through a central angle of 14° 01' 12" an arc distance of 580.17 feet to the Boundary Line Agreement shown on that particular Record of Survey filed in Book 20, Page 113, said curve being subtended by a chord which bears North 1° 41' 10" East 578.72 feet; thence along said Boundary Line Agreement the following two courses: 1) southeasterly along a non-tangent curve concave to the northeast having a radius of 30.00 feet through a central angle of 48° 40' 30" an arc distance of 25.48 feet, said curve being subtended by a chord which bears South 64° 05' 54" East 24.72 feet to the beginning of a non-tangent curve concave southerly having a radius of 171.48 feet; thence easterly along said curve through a central angle of 2° 58' 42" an arc distance of 8.91 feet, said curve being subtended by a chord which bears South 86° 55' 45" East 8.91 feet to the beginning of a non-tangent curve concave westerly having a radius of 2401.00 feet; thence leaving said Boundary Line Agreement southerly along said curve through a central angle of 3° 58' 07" an arc distance of 166.31 feet, said curve being subtended by a chord which bears South 3° 00' 10" East 166.27 feet; thence South 78° 17' 17" East 121.69 feet; thence South 12° 12' 33" West 20.00 feet; thence North 78° 17' 17" West 117.08 feet to the beginning of a non-tangent curve concave westerly having a radius of 2401.00 feet; thence southerly along said curve through a central angle of 11° 35' 18" an arc distance of 485.61 feet, said curve being subtended by a chord which bears South 5° 15' 52" West 484.79 feet; thence South 14° 39' 56" West 34.51 feet to the southerly line of said Parcel; thence along said southerly line South 79° 34' 37" West 9.25 feet to the POINT OF BEGINNING. Containing 22,399 square feet (0.51 acres) more or less.


-End of Description-

See Exhibit 'B3' attached hereto and made a part hereof.

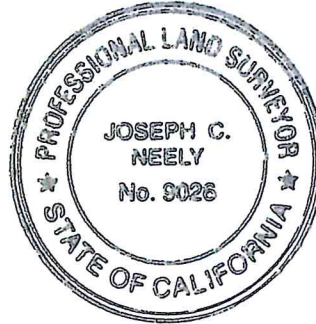
The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143.

Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe those portions of said Parcel A and said Parcel 2 as an easement for public utilities purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/19/2015

EXHIBIT 'B3'

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=100'

R=30.00'
L=25.48'
 $\Delta=48^\circ 40' 30''$
CH=S 64° 05' 54" E
24.72'

R=171.48'
L=8.91'
 $\Delta=02^\circ 58' 42''$
CH=S 86° 55' 45" E
8.91'

B.L.A.
RS 20-113

R=2401.00'
L=166.31'
 $\Delta=03^\circ 58' 07''$
CH=S 3° 00' 10" E
166.27'



S 78° 17' 17" E
121.69'

N 78° 17' 17" W
117.08'

S 12° 12' 33" W
20.00'

R=2371.00'
L=580.17'
 $\Delta=14^\circ 01' 12''$
CH=N 01° 41' 10" E
578.72'

STATE RTE. 49

36375-4

PUBLIC UTILITIES EASEMENT
AREA=22,399 SQ. FT. ±
0.51 ACRES ±

POR. PARCEL A
PM 36-119
POR. PARCEL 2
PM 32/6
APN 051-461-54
BEYERLEIN

R=2401.00'
L=485.61'
 $\Delta=11^\circ 35' 18''$
CH=S 05° 15' 52" W
484.79'

N 02° 09' 16" E
137.23'

POINT OF BEGINNING
SOUTHWEST CORNER
PAR. 2, P.M. 32-6

S 14° 39' 56" W 34.51'

S 79° 34' 37" W 9.25'

BLACK RICE ROAD

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

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

**APN 054-461-54
FRITZ W. BEYERLEIN
Project # 72375 – DSP Phase 1A**

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

FRITZ W. BEYERLEIN, AN UNMARRIED MAN, 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 "A4" and "B4" attached hereto and by reference is made a part hereof.

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

1. In consideration of **\$6,813.00 (SIX THOUSAND EIGHT HUNDRED THIRTEEN AND 00/100)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Diamond Springs Parkway – Phase 1A – SR49 Realignment, CIP No. 72375 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included

within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-four) months of construction, together with the five-year warranty period. In the event that construction of the 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 **\$283.88 (TWO HUNDRED EIGHTY THREE DOLLARS AND 88/100)** monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

County will use federal/state/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

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

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

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


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

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation

shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of
4-17-2015, 2015

GRANTOR: FRITZ W. BEYERLEIN, AN UNMARRIED MAN



Fritz W. Beyerlein

California All Purpose Acknowledgement
dated 4-17-2015 attached

(A Notary Public Must Acknowledge All Signatures)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

} s.s.

On 17 April, 2015 before me, HIMA V. MODI, Notary Public,
Name of Notary Public, Title

personally appeared FRITZ W. BEYERLEIN.
Name of Signer (1)

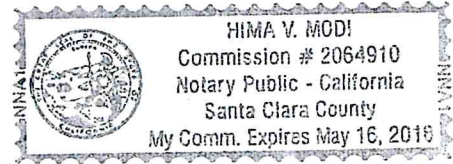
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hima V. Modi.
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant of

Temporary Construction Easement

containing 3 pages, and dated 4-17-15.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

Form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer Signer(s) Thumbprints(s)

EXHIBIT 'A4'
(36375-3)

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel A as shown on that particular Parcel Map filed in Book 36, Page 119 and a portion of Parcel 2 as shown on that particular Parcel Map filed in Book 32, Page 6 in the Official Records of El Dorado County more particularly described as follows:

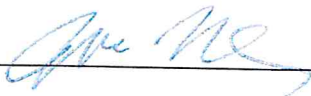
COMMENCING at the Southwest corner of said Parcel 2; thence along the westerly line of said Parcel 2 North 2° 09' 16" East 18.91 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line North 2° 09' 16" East 118.32 feet to the beginning of a non-tangent curve concave westerly having a radius of 2371.00 feet; thence leaving said westerly line along said curve through a central angle of 12° 47' 36" an arc distance of 529.41 feet, said curve being subtended by a chord which bears North 2° 17' 57" East 528.31 feet; thence South 60° 09' 18" East 135.65 feet; thence South 6° 51' 51" West 580.23 feet; thence South 88° 01' 44" West 74.00 feet to the TRUE POINT OF BEGINNING. Containing 54,968 square feet (1.26 acres) more or less.

-End of Description-

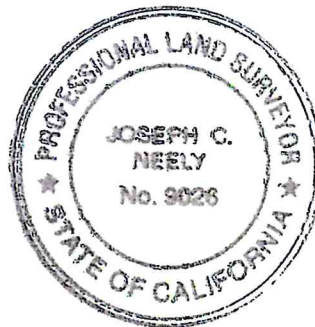
See Exhibit 'B4' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe those portions of said Parcel A and said Parcel 2 as a temporary easement for construction purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/10/2015

EXHIBIT 'B4'

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=100'

R=2371.00'
L=529.41'
 $\Delta=12^\circ 47' 36''$
CH=N $02^\circ 17' 57''$ E
528.31'

STATE RTE. 49

B.L.A.
RS 20-113

S $60^\circ 09' 18''$ E 135.65'

36375-3

TEMPORARY CONSTRUCTION EASEMENT
AREA=54,968 SQ. FT. \pm
1.26 ACRES \pm

S $06^\circ 51' 51''$ W 580.23'

POR. PARCEL A
PM 36-119
POR. PARCEL 2
PM 32/6
APN 051-461-54
BEYERLEIN



N $02^\circ 09' 16''$ E 118.32'

TRUE POINT OF BEGINNING

N $02^\circ 09' 16''$ E
18.91' (TIE)

POINT OF COMMENCEMENT
SOUTHWEST CORNER
PAR. 2, P.M. 32-6

S $88^\circ 01' 44''$ W
74.00'

BLACK RICE ROAD

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

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

FRITZ W. BEYERLEIN
APN: 051-461-54
Project: #72375 – DSP Phase 1A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201__, from **FRITZ W. BEYERLEIN, AN UNMARRIED MAN**, 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.

APN: 051-461-54

Dated this 2nd day of June, 2015.

COUNTY OF EL DORADO

By: 
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrising
Clerk of the Board of Supervisors

By: 
Deputy Clerk

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

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

FRITZ W. BEYERLEIN
APN: 051-461-54
Project: #72375 – DSP Phase 1A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Utility Easement dated _____, 201__, from **FRITZ W. BEYERLEIN, AN UNMARRIED MAN**, 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.

APN: 051-461-54

Dated this 2nd 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

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

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

FRITZ W. BEYERLEIN
APN: 051-461-54
Project: #72375 – DSP Phase 1A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 201__, from **FRITZ W. BEYERLEIN, AN UNMARRIED MAN**, 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.

APN: 051-461-54


Dated this 2nd day of June, 2015.

COUNTY OF EL DORADO

By: 
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrising
Clerk of the Board of Supervisors

By: 
Deputy Clerk