

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

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 **Constance M. Owings, Trustee of the 1991 Owings Revocable Trust**, 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 Slope and Drainage Easement as described and depicted in Exhibit C and the exhibits thereto, a Public Utility Easement as described and depicted in Exhibit D and the exhibits thereto, and a Temporary Construction 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

Seller C.M.O.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, 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. The Temporary Construction Easement is for a period of 6 years from the date of full execution of this Agreement. Construction is anticipated to take 3 years.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is \$114,400.00 (One Hundred Fourteen Thousand Four 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. P-188771 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 Easement Deeds 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 July 31, 2021, unless the closing date is extended by mutual

Seller e, m, o,

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

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

5. TITLE

Seller 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.P-188771, July 1, 2020, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, 7, 8, 9, 10, and 11 as listed in said preliminary title report.

Seller agrees 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

Seller C.M.O.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

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 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. 03-5925F15, effective October 18, 2016. 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 Seller, and as shown in Exhibits B, C, D, and E 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.

Seller E. M. O.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

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

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

9. 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.

Seller *C.M.O.*

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

10. 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.

11. 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.

12. 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 Mosquito Road Bridge Replacement CIP No. 77126, 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

Seller C.M.O.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

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.

13. 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.

14. 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.

15. 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.

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller 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

Seller e.m.d.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate/s of Acceptance to be attached to and recorded with the Grant Deed and Easement Deeds.

C. Escrow Holder shall:

- (i) Record the Grant Deed and Easement Deeds for the Acquisition Properties 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 Seller.

17. 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.

18. 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.

19. 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 *e.m.o.*

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

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: Constance Owings
8061 Mosquito Rd
Placerville, CA 95667**

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

**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667**

20. 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.

21. 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.

22. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only.

Seller e.m.o.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

They do not constitute part of this Agreement and shall not be used in its construction.

23. 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.

24. 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.

25. 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.

26. 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:

1. 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.
2. County or County's contractor or authorized agent will remove the existing mailbox during driveway conform/paving work. Should the work take more than two days, a temporary mailbox will be provided. Reconstruction and/or replacement of the mailbox

Seller emg

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

will be of like materials and workmanship.

3. County or County's contractor or authorized agent will conform Seller's existing driveway entrance to meet the new road elevations and drainage improvements.

4. County or County's contractor or authorized agent will construct access roads within the Temporary Construction Easement areas. Upon completion of the project, to the extent reasonable, County will return the easement areas to their original, natural condition as they were prior to the commencement of the project. Seller acknowledges however that said access roads will not be obliterated. Said roads will be seeded and basic erosion control measures will be installed. These roads may require retaining walls both temporary and permanent in nature. Upon completion of the project, the walls will remain in place and Seller will take on ownership and maintenance of the walls/improvements thereafter. No warranty is given or implied to Seller on the walls or improvements. Trees that are cut will be left in place and or cut into rounds as needed; brush and branches are to be chipped and placed back onto the soil for erosion control.

5. County or County's contractor or authorized agent will take down/deconstruct the old barn located on Seller's property on the north side of Mosquito Road. County will disassemble the barn and leave the materials on Seller's property. Reasonable care will be taken to minimize destruction of the barn materials; however, County cannot guarantee the materials will not be destroyed during deconstruction. Seller is responsible for securing the materials left on the Property.

Seller e.m.o.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

6. County or County's contractor or authorized agent will remove/demolish the old chicken coop near the aforementioned barn. The materials of said coop will not be saved for Seller.

7. County or County's contractor or authorized agent will replace Seller's gate and fence along existing Mosquito Road just northwest of the house should its removal be necessary to construct the project. County will reuse the existing gate and replace fencing with like materials and workmanship and place back as close to the existing location as possible.

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.

27. 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 084-030-015) where necessary, to perform the work as described in Section 26 of this Agreement.

28. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after

Seller e.m.o.

Seller: Owings
APN: 084-030-015
Project #: 77126
Escrow #: P-188771

due notice and in accordance with the provisions of applicable law.

29. 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.

30. 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: Constance M. Owings, Trustee of the 1991 Owings Revocable Trust

Date: July 13, 2020

By: Constance M. Owings, Trustee
Constance M. Owings, Trustee

COUNTY OF EL DORADO:

Date: 8/25/2020

By: Brian K. Veerkamp
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Seller C.M.O.

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 11 EAST, M.D.B.&M.

APN: 084-030-15-100

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

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: Por. 084-030-015
Seller: Owings
Project #: 77126

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, **Constance M. Owings, Trustee of the 1991 Owings Revocable Trust**, 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 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

County will use federal 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. 03-5925F15, effective October 18, 2016. 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

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

GRANTOR: Constance M. Owings, Trustee of the 1991 Owings Revocable Trust

Constance M. Owings, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in the South Half of the Southwest Quarter of the Northeast Quarter and the West Half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3606, Page 661 in the official records of El Dorado County more particularly described as follows:

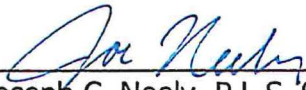
BEGINNING at the Southeast corner of Tract 1 of that certain Record of Survey filed in Book 19 of Surveys, Page 73 in the records of said county and state; thence along the southerly line of said Tract 1 South 88° 58' 37" West, 88.92 feet; thence leaving said southerly line South 50° 32' 40" East, 93.08 feet; thence North 39° 27' 20" East, 50.00 feet; thence South 50° 32' 40" East, 320.06 feet to the beginning of a curve concave southwesterly, having a radius of 227.00 feet; thence southeasterly along said curve through a central angle of 27° 13' 50" an arc distance of 107.88 feet, said curve being subtended by a chord which bears South 36° 55' 45" East, 106.87 feet; thence South 23°18'50" East, 122.90 feet; thence South 0°15'21" East, 152.66 feet to the beginning of a curve concave easterly having a radius of 317.00 feet; thence southerly along said curve through a central angle of 3° 31' 39" an arc distance of 19.52 feet, said curve being subtended by a chord which bears South 2° 01' 11" East, 19.51 feet; thence North 86° 13' 00" East, 60.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 257.00 feet; thence northerly along said curve through a central angle of 3° 31' 39" an arc distance of 15.82 feet, said curve being subtended by a chord which bears North 2° 01' 11" West, 15.82 feet; thence North 0°15'21" West, 152.66 feet; thence North 20°02'06" East, 76.91 feet; thence North 78°40'48" East, 129.38 feet; thence North 11°19'12" West, 50.00 feet; thence South 78°40'48" West, 130.27 feet to the beginning of a non-tangent curve concave southwesterly, said curve has a radius of 347.00 feet; thence northwesterly along said curve through a central angle of 34°04'47" an arc distance of 206.40 feet, said curve being subtended by a chord which bears North 33°30'16" West, 203.37 feet; thence North 50° 32' 40" West, 320.06 feet; thence North 39° 27' 20" East, 46.45 feet; thence North 50°32'40" West, 126.54 feet; thence South 39° 27' 20" West, 56.53 feet to the easterly line of said Tract 1; thence along said easterly line South 5° 14' 09" East, 143.75 feet to the POINT OF BEGINNING. Containing 104,208 square feet (2.39 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is grid North. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as a right of way for road purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Date 2/5/2020



EXHIBIT 'B'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.
County of El Dorado, State of California

POINT OF BEGINNING
SOUTHEAST CORNER
TRACT 1, R.S. 19-73

RIGHT OF WAY
AREA=104,208 SQ. FT. ±
2.39 ACRES ±



- C1 R=227.00' L=107.88' Δ=27° 13' 50"
CH=S 36° 55' 45" E 106.87'
- C2 R=317.00' L=19.52' Δ=3° 31' 39"
CH=S 2° 01' 11" E 19.51'
- C3 R=257.00' L=15.82' Δ=3° 31' 39"
CH=N 2° 01' 11" W 15.82'
- C4 R=347.00' L=206.40' Δ=34° 04' 47"
CH=N 33° 30' 16" W 203.37'
- L1 S 88° 58' 37" W 88.92'
- L2 S 50° 32' 40" E 93.08'
- L3 N 39° 27' 20" E 50.00'

- L4 S 23° 18' 50" E 122.90'
- L5 S 0° 15' 21" E 152.66'
- L6 N 86° 13' 00" E 60.00'
- L7 N 0° 15' 21" W 152.66'
- L8 N 20° 02' 06" E 76.91'
- L9 N 78° 40' 48" E 129.38'
- L10 N 11° 19' 12" W 50.00'
- L11 S 78° 40' 48" W 130.27'
- L12 N 39° 27' 20" E 46.45'

- L13 N 50° 32' 40" W 126.54'
- L14 S 39° 27' 20" W 56.53'
- L15 S 5° 14' 09" E 143.75'

OWINGS TRUST
APN 084-030-15
3606-OR-661



Grid North
Scale 1"=150'

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

County of El Dorado
 Department of Transportation
 Attn: ROW Unit
 2850 Fairlane Ct.
 Placerville, CA 95667

APN: 084-030-015
Seller: Owings
Project #: 77126

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

Above section for Recorder's use

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Constance M. Owings, Trustee of the 1991 Owings Revocable Trust** hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.

County will use federal 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. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement.

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

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

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

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

Exhibit C

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

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

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

GRANTOR: Constance M. Owings, Trustee of the 1991 Owings Revocable Trust

Constance M. Owings, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A1'

All that certain real property situate in the West Half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3606, Page 661 in the official records of El Dorado County more particularly described as follows:

AREA 1:

BEGINNING at a point which bears North 41° 46' 16" East, 549.17 feet from the Northeast corner of Parcel 2 of that certain Parcel Map filed in Book 20 of Parcel Maps, Page 20 in the records of said county and state; thence from said POINT OF BEGINNING North 33° 30' 51" East, 190.74 feet; thence North 1°55'53" East, 107.78 feet; thence South 87°25'01" West, 50.48 feet; thence South 23°14'25" West, 51.74 feet; thence South 48° 18' 38" West, 166.74 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 347.00 feet; thence southeasterly along said curve through a central angle of 22° 44' 01" an arc distance of 137.68 feet, said curve being subtended by a chord which bears South 39° 10' 39" East, 136.78 feet to the POINT OF BEGINNING. Containing 24,064 square feet (0.55 acres) more or less.

TOGETHER WITH:

AREA 2:

BEGINNING at a point which bears North 34° 04' 45" East, 378.84 feet from the Northeast corner of Parcel 2 of that certain Parcel Map filed in Book 20 of Parcel Maps, Page 20 in the records of said county and state; thence from said POINT OF BEGINNING North 66° 41' 10" East, 60.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 227.00 feet; thence northwesterly along said curve through a central angle of 27° 13' 50" an arc distance of 107.88 feet, said curve being subtended by a chord which bears North 36° 55' 45" West, 106.87 feet; thence South 39° 27' 20" West, 60.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 167.00 feet; thence southeasterly along said curve through a central angle of 27° 13' 50" an arc distance of 79.37 feet, said curve being subtended by a chord which bears South 36° 55' 45" East, 78.62 feet to the POINT OF BEGINNING. Containing 5,617 square feet (0.13 acres) more or less.

TOGETHER WITH:

AREA 3:

BEGINNING at a point which bears North 55° 05' 33" East, 480.86 feet from the Northeast corner of Parcel 2 of that certain Parcel Map filed in Book 20 of Parcel Maps, Page 20 in the records of said county and state; thence from said POINT OF BEGINNING North 78° 40' 48" East, 141.57 feet; thence North 11° 19' 12" West, 20.00


feet; thence South 78° 40' 48" West, 129.38 feet; thence South 20° 02' 06" West, 23.42 feet to the POINT OF BEGINNING. Containing 2,710 square feet (0.06 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. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as an easement for slope and drainage purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Date 2/5/2020



EXHIBIT 'B1'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.
County of El Dorado, State of California



NORTHEAST CORNER
PARCEL 2, P.M. 20-20

AREA 1
SLOPE & DRAINAGE EASEMENT
AREA=24,064 SQ. FT.±
0.55 ACRES±

AREA 2
SLOPE & DRAINAGE EASEMENT
AREA=5,617 SQ. FT.±
0.13 ACRES±

AREA 2 P.O.B.

AREA 1 P.O.B.

AREA 3 P.O.B.

AREA 3
SLOPE & DRAINAGE EASEMENT
AREA=2,710 SQ. FT.±
0.06 ACRES±

N 34° 04' 45" E 378.84'
N 41° 46' 16" E 549.17'
N 55° 05' 33" E 480.86'

OWINGS TRUST
APN 084-030-15
3606-OR-661

- C1 R=347.00' L=137.68' Δ=22° 44' 01"
CH=S 39° 10' 39" E 136.78'
- C2 R=227.00' L=107.88' Δ=27° 13' 50"
CH=N 36° 55' 45" W 106.87'
- C3 R=167.00' L=79.37' Δ=27° 13' 50"
CH=S 36° 55' 45" E 78.62'
- L1 N 33° 30' 51" E 190.74'
- L2 N 1° 55' 53" E 107.78'
- L3 S 87° 25' 01" W 50.48'
- L4 S 23° 14' 25" W 51.74'
- L5 S 48° 18' 38" W 166.74'

- L6 N 66° 41' 10" E 60.00'
- L7 S 39° 27' 20" W 60.00'
- L8 N 78° 40' 48" E 141.57'
- L9 N 11° 19' 12" W 20.00'
- L10 S 78° 40' 48" W 129.38'
- L11 S 20° 02' 06" W 23.42'



Grid North
Scale 1"=150'

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

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 084-030-015
Seller: Owings
Project #: 77126

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 UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Constance M. Owings, Trustee of the 1991 Owings Revocable Trust**, 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 'A2' AND DEPICTED IN EXHIBIT 'B2' 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 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. 03-5925F15, effective October 18, 2016. 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

Exhibit D

or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

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

GRANTOR: Constance M. Owings, Trustee of the 1991 Owings Revocable Trust

Constance M. Owings, Trustee

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in the West Half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3606, Page 661 in the official records of El Dorado County more particularly described as follows:

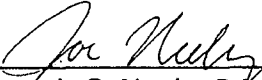
BEGINNING at a point which bears North 81° 19' 25" East, 369.47 feet from the Northeast corner of Parcel 2 of that certain Parcel Map filed in Book 20 of Parcel Maps, Page 20 in the records of said county and state; thence from said POINT OF BEGINNING South 71° 02' 57" East, 30.00 feet; thence North 18° 57' 03" East, 90.06 feet; thence North 31° 30' 06" West, 177.09 feet; thence North 77° 40' 39" East, 293.74 feet; thence North 12° 19' 21" West, 30.00 feet; thence South 77° 40' 39" West, 286.55 feet; thence North 21° 48' 44" East, 101.51 feet; thence North 68° 11' 16" West, 30.00 feet; thence South 21° 48' 44" West, 121.85 feet; thence South 77° 40' 39" West, 16.05 feet; thence South 12° 19' 21" East, 30.00 feet; thence North 77° 40' 39" East, 13.34 feet; thence South 31° 30' 06" East, 173.39 feet; thence South 18° 57' 03" West, 75.93 feet to the POINT OF BEGINNING. Containing 21,263 square feet (0.49 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid North. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as an easement for public utilities purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 9/25/19 _____



EXHIBIT 'B2'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.
County of El Dorado, State of California

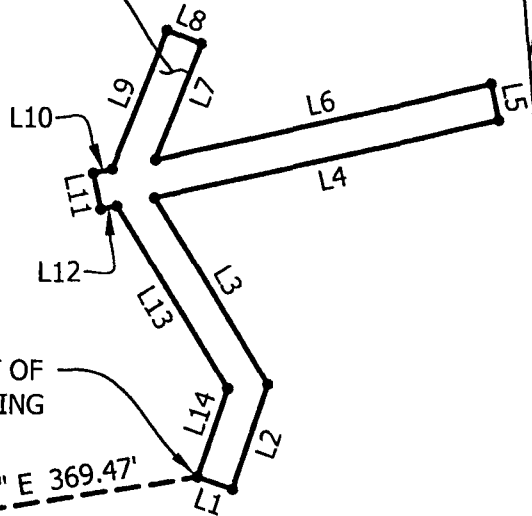


Grid North
Scale 1"=150'



PUBLIC UTILITIES EASEMENT
AREA=21,263 SQ. FT.±
0.49 ACRES±

OWINGS TRUST
APN 084-030-15
3606-OR-661



NORTHEAST CORNER
PARCEL 2, P.M. 20-20

POINT OF
BEGINNING

N 81° 19' 25" E 369.47'

L1 S 71° 02' 57" E 30.00'

L2 N 18° 57' 03" E 90.06'

L3 N 31° 30' 06" W 177.09'

L4 N 77° 40' 39" E 293.74'

L5 N 12° 19' 21" W 30.00'

L6 S 77° 40' 39" W 286.55'

L7 N 21° 48' 44" E 101.51'

L8 N 68° 11' 16" W 30.00'

L9 S 21° 48' 44" W 121.85'

L10 S 77° 40' 39" W 16.05'

L11 S 12° 19' 21" E 30.00'

L12 N 77° 40' 39" E 13.34'

L13 S 31° 30' 06" E 173.39'

L14 S 18° 57' 03" W 75.93'

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

County of El Dorado
 Department of Transportation
 Attn: ROW Unit
 2850 Fairlane Ct.
 Placerville, CA 95667

APN: 084-030-015
Seller: Owings
Project #: 77126

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

Constance M. Owings, Trustee of the 1991 Owings Revocable Trust, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits 'A3' and 'B3'
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 \$73,476.10 (Seventy Three Thousand Four Hundred Seventy Six Dollars AND 10/100) 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 A3 and depicted on the map in Exhibit B3 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 Mosquito Road Bridge Replacement CIP No. 77126 (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. Stockpiling or parking of vehicles or equipment and placement of trailers/mobile offices is allowed to take place in this area together with on-site production of construction materials including batching/mixing of concrete. 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

Exhibit E

within the first year following completion of construction.

4. The Temporary Construction Easement is for a period of 6 years from the date of full execution. Construction is anticipated to take 3 years. This easement also includes a one-year warranty period.
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. 03-5925F15, effective October 18, 2016. 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.

Exhibit E

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

GRANTOR: Constance M. Owings, Trustee of the 1991 Owings Revocable Trust

Constance M. Owings, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A3'

All that certain real property situate in the South Half of the Southwest Quarter of the Northeast Quarter, the West Half of the Southeast Quarter of the Northeast Quarter, and the West Half of the Northeast Quarter of the Southeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3606, Page 661 in the official records of El Dorado County more particularly described as follows:

AREA 1:

BEGINNING a point on the southerly line of Tract 1 of that certain Record of Survey filed in Book 19 of Surveys, Page 73 in the records of said county and state which bears South 88°58'37" West, 88.92 feet from the Southeast corner thereof; thence from said POINT OF BEGINNING along said southerly line South 88°58'37" West, 65.35 feet; thence leaving said southerly line South 11°59'13" West, 260.26 feet; thence South 29°29'45" West, 329.16 feet; thence South 60°35'51" East, 218.84 feet to the northerly line of Parcel 2 of that certain Parcel Map filed in Book 20 of Parcel Maps, Page 20 in the records of said county and state; thence along the northerly and easterly lines of said Parcel 2 the following two (2) courses: 1) North 89°19'37" East, 238.42 feet; 2) South 5°16'57" East, 145.31 feet; thence leaving said easterly line South 60°35'51" East, 49.62 feet; thence North 75°52'21" East, 322.82 feet; thence North 14°07'39" West, 94.28 feet to the beginning of a curve concave easterly having a radius of 296.00 feet; thence northerly along said curve through a central angle of 10°20'39" an arc distance of 53.44 feet, said curve being subtended by a chord which bears North 8°57'20" West, 53.37 feet; thence South 86°13'00" West, 21.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 317.00 feet; thence northerly along said curve through a central angle of 3°31'39" an arc distance of 19.52 feet, said curve being subtended by a chord which bears North 2°01'11" West, 19.51 feet; thence North 0°15'21" West, 152.66 feet; thence North 23°18'50" West, 122.90 feet; thence South 66°41'10" West, 60.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 167.00 feet; thence northwesterly along said curve through a central angle of 27°13'50" an arc distance of 79.37 feet, said curve being subtended by a chord which bears North 36°55'45" West, 78.62 feet; thence North 39°27'20" East, 60.00 feet; thence North 50°32'40" West, 320.06 feet; thence South 39°27'20" West, 50.00 feet; thence North 50°32'40" West, 93.08 feet to the POINT OF BEGINNING. Containing 376,040 square feet (8.63 acres) more or less.

TOGETHER WITH:

AREA 2:

BEGINNING a point on the easterly line of Tract 1 of that certain Record of Survey filed in Book 19 of Surveys, Page 73 in the records of said county and state which bears

North 5°14'09" West, 143.75 feet from the Southeast corner thereof; thence from said POINT OF BEGINNING along said easterly line North 5°14'09" West, 164.32 feet; thence leaving said easterly line North 52°30'42" East, 61.29 feet; thence North 83°10'04" East, 357.19 feet; thence South 56°33'32" East, 165.10 feet; thence South 7°24'29" East, 370.27 feet; thence South 13°41'31" West, 225.92 feet; thence South 78°40'48" West, 57.96 feet to the beginning of a non-tangent curve concave westerly having a radius of 347.00 feet and a point hereinafter referred to as POINT 'A'; thence northerly along said curve through a central angle of 11°20'46" an arc distance of 68.72 feet, said curve being subtended by a chord which bears North 22°08'16" West, 68.60 feet; thence North 33°30'51" East, 190.74 feet; thence North 1°55'53" East, 107.78 feet; thence South 87°25'01" West, 50.48 feet; thence South 23°14'25" West, 51.74 feet; thence South 48°18'38" West, 166.74 feet; thence North 50°32'40" West, 320.06 feet; thence North 39°27'20" East, 46.45 feet; thence North 50°32'40" West, 126.54 feet; thence South 39°27'20" West, 56.53 feet to the POINT OF BEGINNING. Containing 209,286 square feet (4.80 acres) more or less.

TOGETHER WITH:

AREA 3:

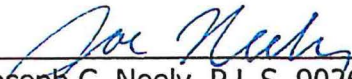
BEGINNING at a point which bears South 6°52'15" East, 116.02 feet from the aforementioned POINT 'A'; thence from said POINT OF BEGINNING North 78°40'48" East, 141.57 feet; thence South 11°19'12" East, 15.00 feet; thence South 78°40'48" West, 143.21 feet to the beginning of a non-tangent curve concave westerly having a radius of 337.00 feet; thence southerly along said curve through a central angle of 1°51'48" an arc distance of 10.96 feet, said curve being subtended by a chord which bears South 1°11'15" East, 10.96 feet; thence South 0°24'01" East, 191.96 feet to the beginning of a non-tangent curve concave easterly having a radius of 237.00 feet; thence southerly along said curve through a central angle of 10°12'43" an arc distance of 42.24 feet, said curve being subtended by a chord which bears South 9°01'18" East, 42.19 feet; thence South 14°07'39" East, 94.28 feet; thence South 75°52'21" West, 42.00 feet; thence North 14°07'39" West, 94.28 feet to the beginning of a curve concave easterly having a radius of 279.00 feet; thence northerly along said curve through a central angle of 10°20'39" an arc distance of 50.37 feet, said curve being subtended by a chord which bears North 8°57'20" West, 50.30 feet; thence North 86°13'00" East, 22.00 feet; thence North 0°24'03" West, 168.63 feet; thence North 20°02'06" West, 53.31 feet to the POINT OF BEGINNING. Containing 11,935 square feet (0.27 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. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as a temporary easement for construction purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation
Date 2/5/2020



EXHIBIT 'B3'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=150'

P.O.B. - AREA 2
SOUTHEAST CORNER
TRACT 1, R.S. 19-73
P.O.B. - AREA 1

AREA 2
TEMPORARY CONSTRUCTION
EASEMENT
AREA=209,286 SQ. FT. ±
4.80 ACRES ±

AREA 1
TEMPORARY CONSTRUCTION
EASEMENT
AREA=376,040 SQ. FT. ±
8.63 ACRES ±

POINT 'A'
P.O.B. - AREA 3

AREA 3 - T.C.E.
AREA=11,935 SQ. FT. ±
0.27 ACRES ±

OWINGS TRUST
APN 084-030-15
3606-OR-661

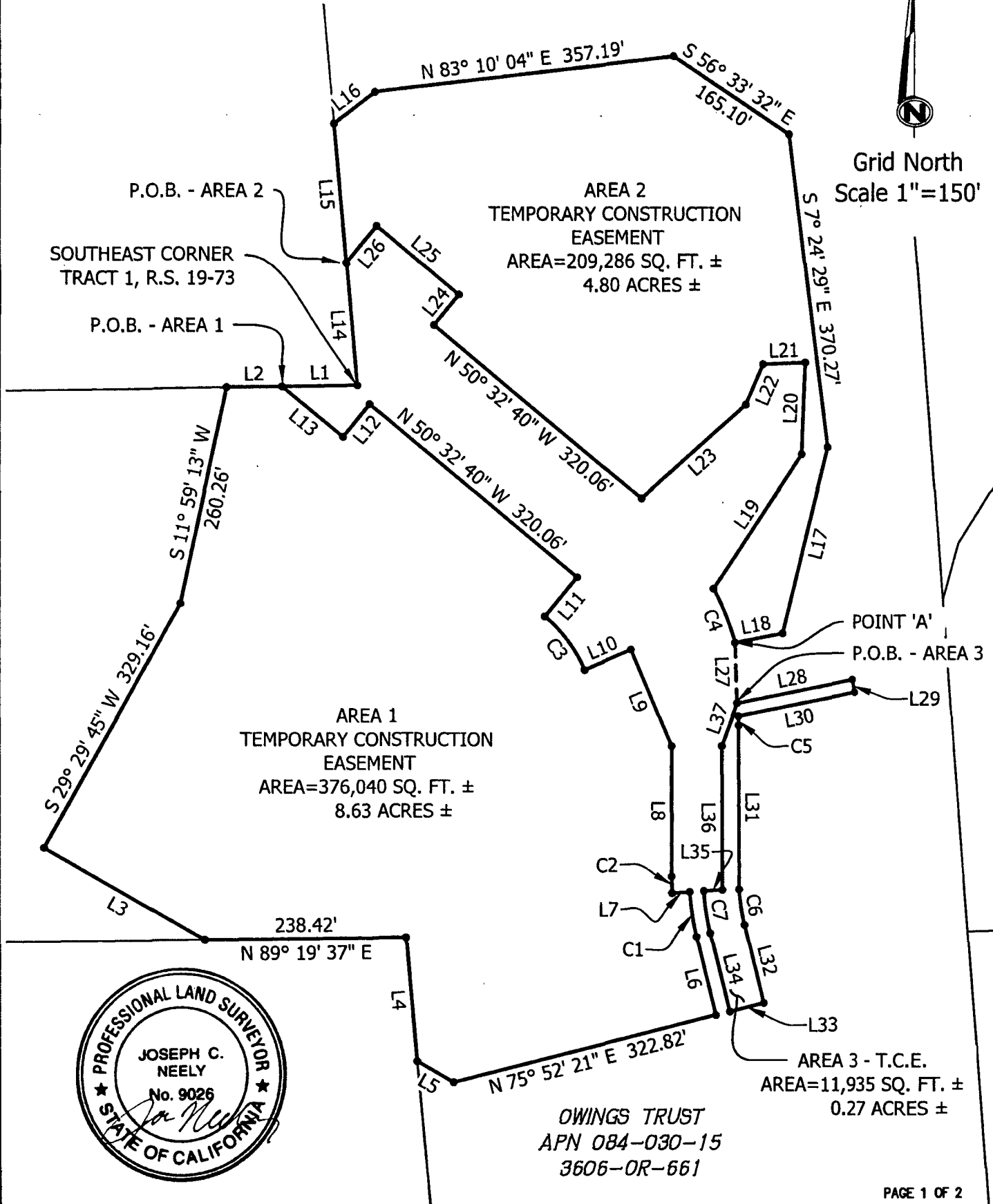


EXHIBIT 'B3'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.
County of El Dorado, State of California

C1	..... R=296.00' L=53.44' Δ=10° 20' 39" CH=N 8° 57' 20" W 53.37'	
C2	..... R=317.00' L=19.52' Δ=3° 31' 39" CH=N 2° 01' 11" W 19.51'	
C3	..... R=167.00' L=79.37' Δ=27° 13' 50" CH=N 36° 55' 45" W 78.62'	L16 N 52° 30' 42" E 61.29'
C4	..... R=347.00' L=68.72' Δ=11° 20' 46" CH=N 22° 08' 16" W 68.60'	L17 S 13° 41' 31" W 225.92'
C5	..... R=337.00' L=10.96' Δ=1° 51' 48" CH=S 1° 11' 15" E 10.96'	L18 S 78° 40' 48" W 57.96'
C6	..... R=237.00' L=42.24' Δ=10° 12' 43" CH=S 9° 01' 18" E 42.19'	L19 N 33° 30' 51" E 190.74'
C7	..... R=279.00' L=50.37' Δ=10° 20' 39" CH=N 8° 57' 20" W 50.30'	L20 N 1° 55' 53" E 107.78'
L1	..... S 88° 58' 37" W 88.92'	L21 S 87° 25' 01" W 50.48'
L2	..... S 88° 58' 37" W 65.35'	L22 S 23° 14' 25" W 51.74'
L3	..... S 60° 35' 51" E 218.84'	L23 S 48° 18' 38" W 166.74'
L4	..... S 5° 16' 57" E 145.31'	L24 N 39° 27' 20" E 46.45'
L5	..... S 60° 35' 51" E 49.62'	L25 N 50° 32' 40" W 126.54'
L6	..... N 14° 07' 39" W 94.28'	L26 S 39° 27' 20" W 56.53'
L7	..... S 86° 13' 00" W 21.00'	L27 S 6° 52' 15" E 116.02'
L8	..... N 0° 15' 21" W 152.66'	L28 N 78° 40' 48" E 141.57'
L9	..... N 23° 18' 50" W 122.90'	L29 S 11° 19' 12" E 15.00'
L10	..... S 66° 41' 10" W 60.00'	L30 S 78° 40' 48" W 143.21'
L11	..... N 39° 27' 20" E 60.00'	L31 S 0° 24' 01" E 191.96'
L12	..... S 39° 27' 20" W 50.00'	L32 S 14° 07' 39" E 94.28'
L13	..... N 50° 32' 40" W 93.08'	L33 S 75° 52' 21" W 42.00'
L14	..... N 5° 14' 09" W 143.75'	L34 N 14° 07' 39" W 94.28'
L15	..... N 5° 14' 09" W 164.32'	L35 N 86° 13' 00" E 22.00'
		L36 N 0° 24' 03" W 168.63'
		L37 N 20° 02' 06" E 53.31'