

Seller: Hallmark  
APN: 079-030-08  
Project #: 77115  
Escrow #: 201-39929

## 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 **STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, referred to herein as (“Seller”), with reference to the following facts:

### RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Seller desires to sell and County desires to acquire for public purposes, 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, 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 agree to acquire from Seller, the Acquisition Properties, as described and depicted in the attached

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Exhibits B, C, and D, 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 **\$432.00** for the fee title, **\$1,612.00** for the Slope and Drainage Easement, and **\$285.00** for a Temporary Construction Easement, for a total amount of **\$2,329.00**. The payment for On-site Improvements is **\$1,650.00**. All payments total **\$3,979.00**, rounded to **\$4,000.00 (Four-thousand 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. 201-39929, which has been opened at Placer Title Company ("Escrow Holder") 175 Placerville Drive, Placerville, CA, 95667; Attention: Jim Donner, Escrow Officer. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement Deeds from 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 June 30, 2015, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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**4. ESCROW AND OTHER FEES**

County shall pay:


- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easement Deeds.
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant Deed and Easement Deed convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.201-39929, dated November 26, 2014; and
- C. Exceptions numbered 1 and 2 paid current, and subject to items 3, 4, 5 and 6 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 the

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Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Sellers, subject only to those exceptions set forth hereinabove.

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

Seller acknowledges that County will use federal and local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with 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 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.

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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 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 for the Sly Park Road at Clear Creek Bridge Replacement Project #77115, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by 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.

**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.

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**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 Deed and Easement Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant and Easement Deeds.
- C. Escrow Holder shall:
  - (i) Record the Grant Deed and Easement Deeds for the Acquisitions, as described and depicted in Exhibit B, C, 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:** Starr E. Hallmark, Trustee  
7351 Sly Park Road  
Placerville, CA 95667

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

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

**19. BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

**20. GOVERNING LAW**

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

**21. HEADINGS**

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

**22. WAIVER**

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**23. ATTORNEY'S FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

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**24. LEASE WARRANTY PROVISION**

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. Two oak trees that are 4 inches in diameter or greater, identified as Tag #1995 and Tag #1997, will be cut, removed and placed within the new property line for Seller to use as firewood.

**26. 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.

**27. 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.

**28. AUTHORIZED SIGNATURES**

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

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**SELLER:**  
**STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED**  
**FEBRUARY 5, 2001**

Date: 3-26-15 By:   
**STARR E. HALLMARK, TRUSTEE**

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

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**EXHIBIT "A"  
LEGAL DESCRIPTION**

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

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

TRACT 8, AS SAID TRACT IS DESIGNATED AND SO DELINEATED ON THAT CERTAIN RECORD OF SURVEY, FILED SEPTEMBER 20, 1950 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 1 OF RECORD OF SURVEYS, AT PAGE 33, OFFICIAL RECORDS AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE HEREIN DESCRIBED PARCEL OF LAND FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 27 BEARS EAST 4189.69 FEET AND SOUTH 299.77 FEET; THENCE FROM POINT OF BEGINNING SOUTH 409.18 FEET, THE SOUTHEAST CORNER THEREOF A 1/2 INCH DIAMETER IRON PIPE SET IN AN EXISTING FENCE LINE, SAID FENCE LINE BEING ESTABLISHED OF RECORD IN PROPERTY LINE AGREEMENT RECORDED IN BOOK 31, PAGE 147, EL DORADO COUNTY RECORDS; THENCE ALONG SAID FENCE NORTH 88 ° 57' WEST 137.53 FEET, THE SOUTHWEST CORNER THEREOF, A 1/2 INCH IRON BAR; THENCE LEAVING SAID LINE NORTH 907.02 FEET, THE NORTHWEST CORNER THEREOF, A 1/2 IRON BAR, SET IN THE CENTERLINE OF A PUBLIC ROAD KNOWN AS THE FLEMING GRADE, AS IT EXISTED IN 1921, ALSO BEING A POINT IN A BOUNDARY LINE SURVEY, AS RECORDED IN BOOK 100, PAGE 377, EL DORADO COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 60 ° 52' EAST 45.95 FEET AND NORTH 56 ° 07' EAST 117.30 FEET, IN THE NORTHEAST CORNER THEREOF, A 1/2 INCH IRON BAR, THENCE LEAVING SAID LINE, SOUTH 588.09 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS THAT MAY BE OR MAY BE DISCOVERED IN OR ON SAID LAND FOR HIS EXCLUSIVE USE AND BENEFIT, AS RESERVED BY FREDERICK A. WILSON, IN DEED RECORDED MARCH 29, 1912 IN BOOK 79 OF DEEDS, AT PAGE 423, RECORDS OF EL DORADO COUNTY.

A.P.N. 079-030-08-100

EXHIBIT B

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

Hallmark  
APN 079-030-08

\_\_\_\_\_  
Above section for Recorder's use

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter "Grantee", all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

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

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

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

EXHIBIT B

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed his/her/their name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**  
**STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**

By: \_\_\_\_\_  
**STARR E. HALLMARK, TRUSTEE**

**Notary Acknowledgments Follow**

## Exhibit 'A'

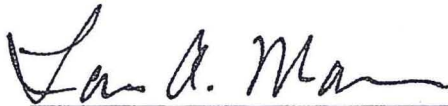
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Tract 8 of that particular Record of Survey filed in book 01 of Records of Surveys at page 33, official records said county and state more particularly described as follows:

Beginning on the easterly line of said Tract 8 from which the northeast corner thereof bears North 00° 51' 20" West 26.31 feet; thence from said POINT OF BEGINNING along said easterly line South 00° 51' 20" East 41.77 feet; thence leaving said line South 59° 38' 13" West 68.69 feet; thence North 31° 24' 46" West 33.21 feet; thence North 57° 37' 40" East 89.93 feet to the POINT OF BEGINNING, containing 2742 square feet or 0.06 acres more or less. See exhibit 'B' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

The purpose of this description is to describe that portion of said Parcel for right of way acquisition purposes.



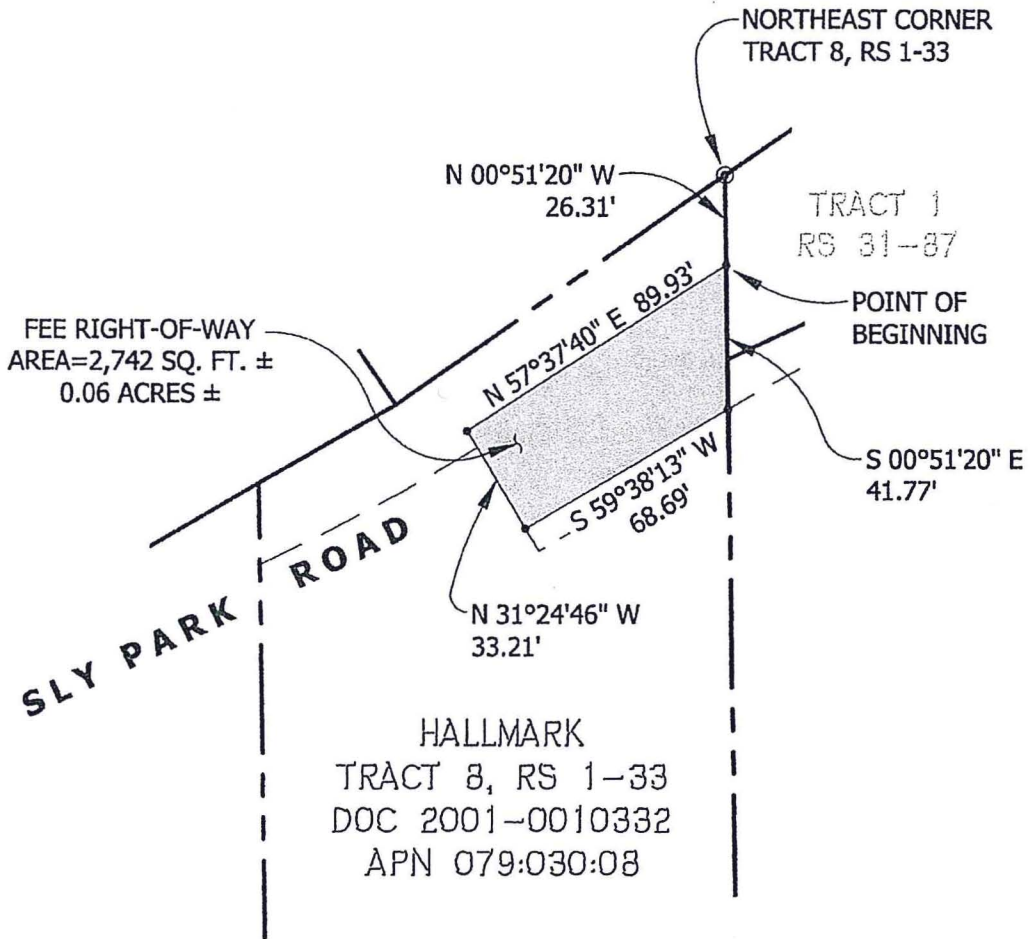
Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Dated: 12-06-2012

# EXHIBIT 'B'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California



Grid North  
Scale 1"=50'



WHEN RECORDED, RETURN TO:

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

APN: 079-030-08

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2015 from **STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT C

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

Hallmark  
APN 079-030-08

Above section for Recorder's use \_\_\_\_\_

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

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT 'A-1' AND DEPICTED IN EXHIBIT 'B-1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

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

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

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

EXHIBIT C

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

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed her name on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**  
**STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**

By: \_\_\_\_\_  
**STARR E. HALLMARK, TRUSTEE**

**Notary Acknowledgments Follow**

## Exhibit 'A1'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Tract 8 of that particular Record of Survey filed in book 01 of Records of Surveys at page 33, official records said county and state more particularly described as follows:

### **Area 1:**

Beginning at the northeast corner of said Tract 8; thence from said POINT OF BEGINNING along the easterly line of said Tract South 00° 51' 20" East 26.31 feet; thence leaving said line South 57° 37' 40" West 89.93 feet; thence South 31° 24' 46" East 5.67 feet; thence South 58° 35' 14" West 1.08 feet to the beginning of a non-tangent curve to the right having a radius of 639.00 feet; thence along said curve through a central angle of 06° 20' 33" an arc length of 70.74 feet, said curve being subtended by a chord which bears South 61° 45' 31" West 70.70 feet to the westerly line of said Tract 8; thence along said line North 00° 51' 20" West 23.52 feet to the northwest corner of said Tract; thence along the northerly line of said Tract North 60° 00' 40" East 45.94 feet; thence North 55° 15' 40" East 117.28 feet to the POINT OF BEGINNING, containing 3429 square feet or 0.08 acres more or less.

### **Together with:**

### **Area 2:**

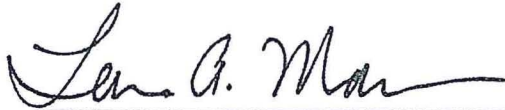
Beginning on the easterly line of said Tract 8 from which the northeast corner thereof bears North 00° 51' 20" West 68.09 feet; thence from said POINT OF BEGINNING along said line South 00° 51' 20" East 8.98 feet; thence leaving said line South 59° 49' 01" West 64.13 feet; thence North 31° 24' 46" West 7.62 feet; thence North 59° 38' 13" East 68.70 feet to the POINT OF BEGINNING, containing 513 square feet more or less.

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

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract as an easement for slope and drainage purposes.



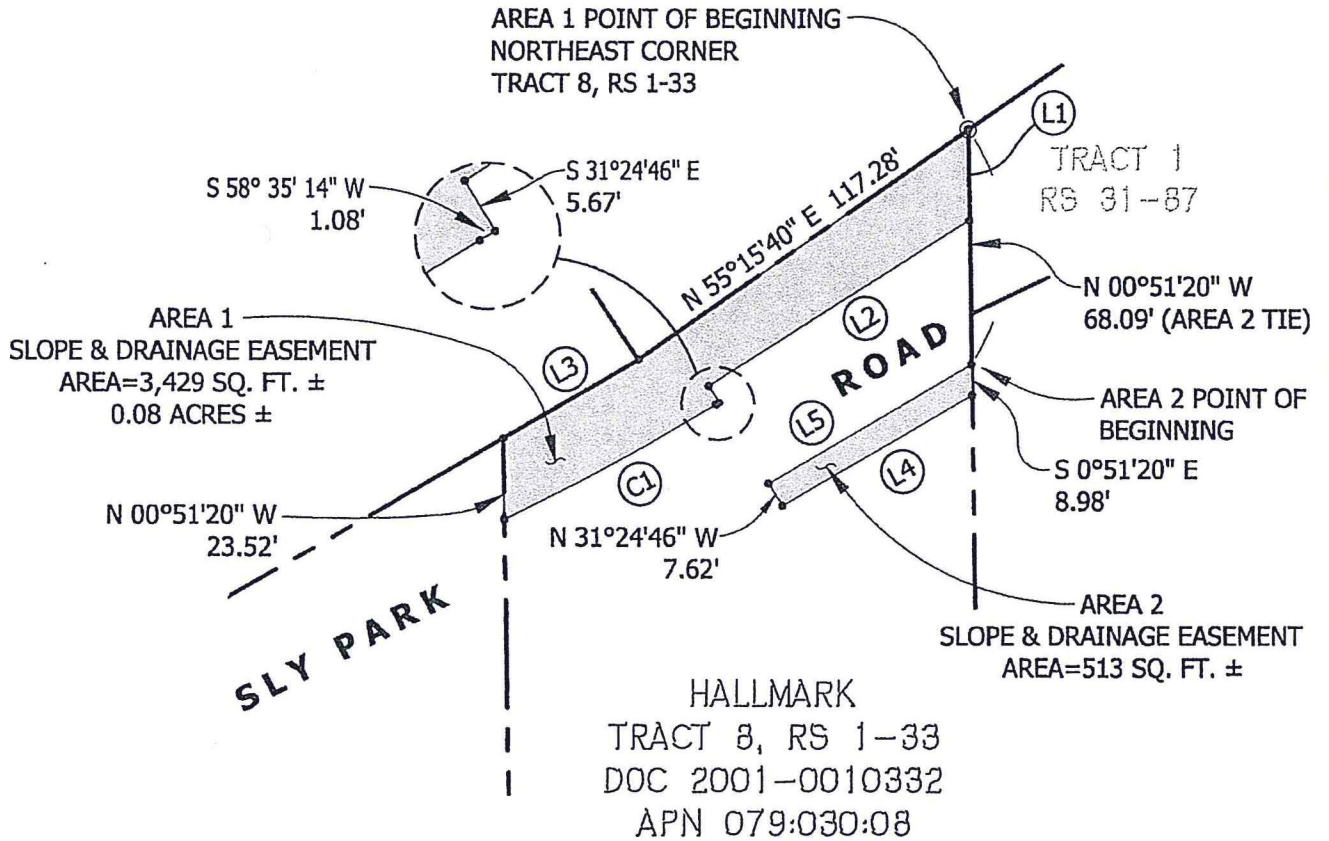
Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Dated: 12.06.2012

# EXHIBIT 'B1'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California



- (L1) S 00° 51' 20" E 26.31'
- (L2) S 57° 37' 40" W 89.93'
- (C1) R=639.00' Δ=06° 20' 33" L=70.74'  
CH=S 61° 45' 31" W 70.70'
- (L3) N 60° 00' 40" E 45.94'
- (L4) S 59° 49' 01" W 64.13'
- (L5) N 59° 38' 13" E 68.70'



Grid North  
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-08

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated \_\_\_\_\_, 2015, from **STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT D

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

Hallmark  
APN 079-030-08

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Sly Park Road at Clear Creek Road Bridge Replacement  
Project  
Project #: 77115

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits A-2 and B-2 attached hereto and made a part hereof.**

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

1. In consideration of \$285.00 (Two-Hundred Eighty-five Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A-2 and depicted on the map in Exhibit B-2 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Sly Park Road at Clear Creek Road Bridge Replacement Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Sly Park Road at Clear Creek Road Bridge Replacement Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty



EXHIBIT D

period survives the expiration of this easement. Fencing that is currently in the temporary construction easement area may need to be moved.

If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Sly Park Road at Clear Creek Road Bridge Replacement Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$11.88 (Eleven Dollars and Eighty-eight Cents, exactly) will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.
6. TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

EXHIBIT D

**GRANTOR:**

**STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST  
DATED FEBRUARY 5, 2001**

Executed on this date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
**STARR E. HALLMARK, TRUSTEE**

**Notary Acknowledgements Follow**

## Exhibit 'A2'


All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Tract 8 of that particular Record of Survey filed in book 01 of Records of Surveys at page 33, official records said county and state more particularly described as follows:

Beginning on the easterly line of said Tract 8 from which the northeast corner thereof bears North 00° 51' 20" West 77.07 feet; thence from said POINT OF BEGINNING along said line South 00° 51' 20" East 42.07 feet; thence leaving said line North 32° 01' 05" West 26.69 feet; thence South 59° 49' 01" West 42.88 feet; thence South 60° 15' 17" West 40.56 feet; thence North 29° 44' 43" West 9.98 feet to the beginning of a non-tangent curve to the right having a radius of 674.16 feet; thence along said curve through a central angle of 04° 18' 42" an arc length of 50.73 feet, said curve being subtended by a chord which bears South 64° 06' 39" West 50.72 feet to the westerly line of said Tract 8; thence along said line North 00° 51' 20" West 38.35 feet to the beginning of a curve to the left having a radius of 639.00 feet; thence leaving said line along said curve through a central angle of 06° 20' 33" an arc length of 70.74 feet, said curve being subtended by a chord which bears North 61° 45' 31" East 70.70 feet; thence North 58° 35' 14" East 1.08 feet; thence South 31° 24' 46" East 35.16 feet; thence North 59° 49' 01" East 64.13 feet to the POINT OF BEGINNING, containing 4093 square feet or 0.09 acres more or less. See Exhibit 'B2' attached hereto and made a part hereof.

### END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract as an easement for construction purposes.



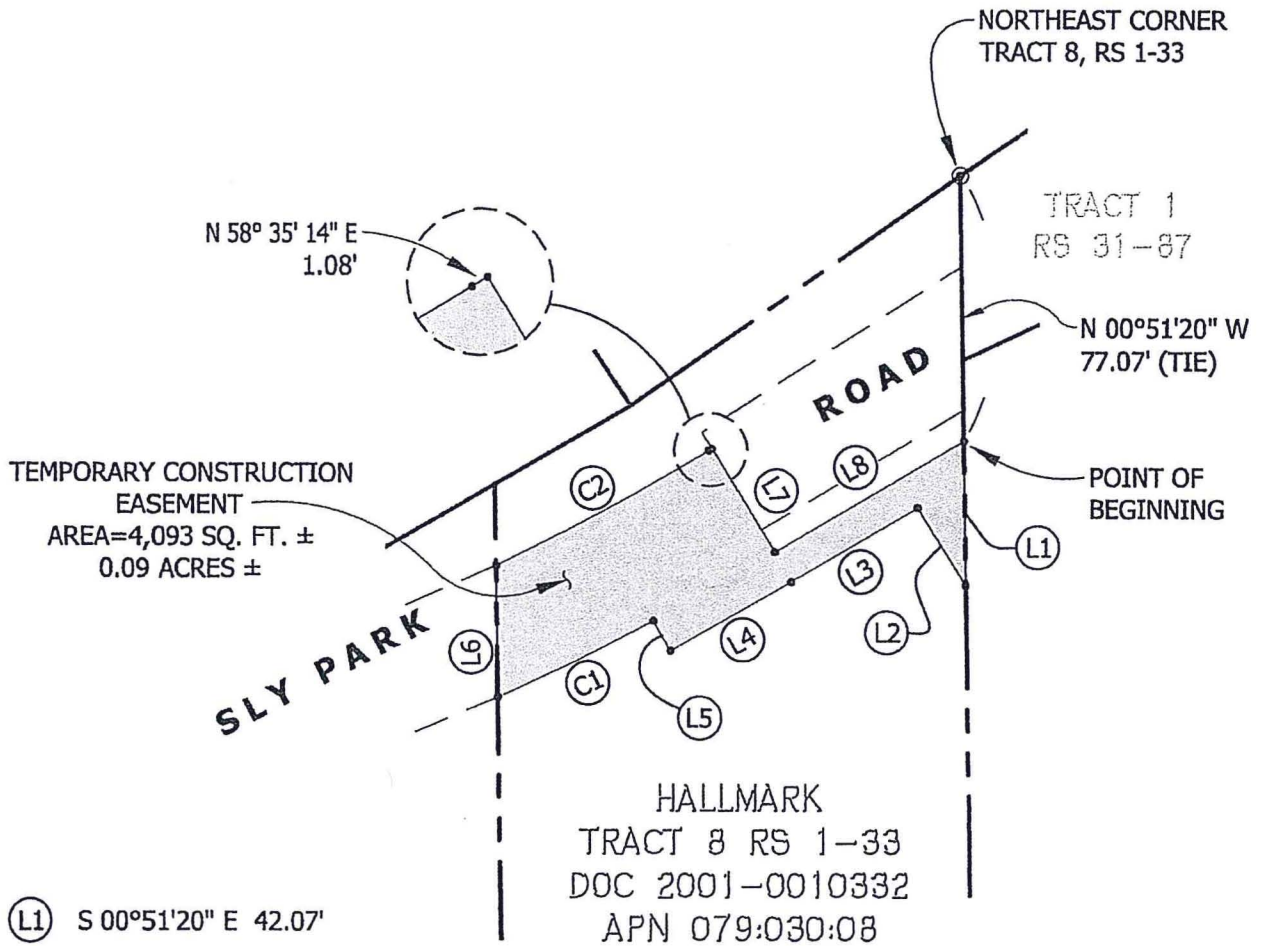
Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated: 12.06.2012



# EXHIBIT 'B2'

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County of El Dorado, State of California



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- (L3) S 59°49'01" W 42.88'
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- (L5) N 29°44'43" W 9.98'
- (C1) R=674.16' Δ=04°18'42" L=50.73'  
CH=S 64°06'39" W 50.72'
- (L6) N 00°51'20" W 38.35'
- (C2) R=639.00' Δ=06°20'33" L=70.74'  
CH=N 61°45'31" E 70.70'
- (L7) S 31°24'46" E 35.16'
- (L8) N 59°49'01" E 64.13'



Grid North  
Scale 1"=50'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-08

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant of Temporary Construction Easement dated \_\_\_\_\_, 2015 from **STARR E. HALLMARK, AS TRUSTEE UNDER THE HALLMARK LIVING TRUST DATED FEBRUARY 5, 2001**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk