

Seller: Johnston  
APN: 069-101-86  
Project#: 77109  
Escrow#: 205-10692

**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 Mary L. Johnston, a single woman, 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 agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached 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

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made a part hereof.

**2. JUST COMPENSATION**

The just compensation for the Acquisition Properties is in the amount of \$249.00 for fee title, \$702.00 for the Slope and Drainage Easement, and \$284.00 for the Temporary Construction Easement, for a total amount of \$1,235.00 rounded to \$1,250.00 (One-Thousand Two-hundred Fifty Dollars, exactly). Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$1,250.00.

**3. ESCROW**

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10692, 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, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement 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 February 26, 2010, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and

Seller's Initials mf

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- 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, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement;  
and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant Deed, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement, 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.205-10692, dated August 20, 2009, if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6, 7, 8, 9 and 10 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 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

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adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

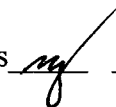
**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

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

**7. WARRANTIES**

Seller warrants that:

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

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**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, including AT&T and Pacific Gas & Electric Company. 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.

**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.

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**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 adjacent to Green Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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. COUNTERPARTS**

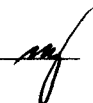
This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**13. 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement 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

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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 Deed, Grant of Slope and Drainage Easement, and Grant of Temporary Construction Easement.

C. Escrow Holder shall:

- (i) Record the Grant Deed, Grant of Slope and Drainage Easement and Grant of Temporary Construction Easement for the Acquisition Properties, as described and depicted in Exhibits 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.

**15. 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.

**16. 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.

**17. 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

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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:** Mary L. Johnston  
3700 Rose Springs Court  
Rescue, CA 95672

**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 Program Manager  
2850 Fairlane Court  
Placerville, CA 95667

**18. 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.

**19. 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.

**20. 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.



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**21. 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.

**22. 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.

**23. 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.

**24. CONSTRUCTION CONTRACT WORK**

A. 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:

- (i) 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. Any trees that are 4 inches in diameter or greater will be cut, removed and placed within the new property line for Seller to use as firewood.
- (ii) County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five feet

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past top of cut of slope, where applicable. Temporary fencing will be used in areas where current fencing exists during roadway construction.

- (iii) In the event that septic system leach lines are uncovered/disturbed during roadway construction, said uncovered/disturbed portions of leach lines will be replaced in accordance with County regulations at no cost to the property owner.
- (iv) Four Five-gallon native oak trees will be planted within the new property line at a location to be mutually determined by the Resident Engineer and the property owner . Once planted, these trees will immediately become the responsibility of the property owner to water and maintain.

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.

**25. 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 069-101-81) where necessary, to perform the work as described in Section 24 of this Agreement.

**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.

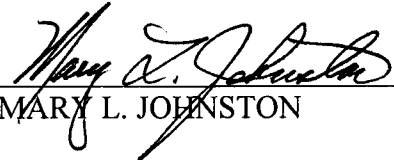
Seller: Johnston  
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**27. ENTIRE AGREEMENT**

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.

**SELLER: Mary L. Johnston, a single woman**

Date: 11-7-09

By:   
MARY L. JOHNSTON

**COUNTY OF EL DORADO:**

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

By: \_\_\_\_\_  
Ron Briggs, Chairman of the Board  
Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ  
Clerk of the Board of Supervisors

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

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 10, in the office of the El Dorado County Recorder, being a portion of the south half of Section 13, Township 10 North, Range 9 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

Beginning at the northeast corner of said parcel, said corner lying on the existing westerly right-of-way line of Green Valley Road; thence along the easterly boundary and right-of-way line the following 2 courses: 1) South 14°56'10" East (cite South 14°10'39" East) 28.06 feet; 2) South 20°43'10" West (cite South 21°43'04" West) 78.28 feet to the southeast corner; thence along the southerly boundary South 80°49'53" West (cite South 80°54'50" West) 13.92 feet to the new westerly right-of-way line of said Green Valley Road; thence leaving said boundary along said new right-of-way the following 3 courses: 1) North 46°26'34" East 11.61 feet; 2) North 16°58'51" East 55.59 feet to the beginning of a 793.00 foot radius non-tangent curve to the right; 3) northerly along said curve an arc distance of 36.45 feet, through a central angle of 02°38'02", and subtended by a chord which bears North 07°34'10" West 36.45 feet to the northerly boundary of said parcel; thence along said boundary North 69°56'24" East (cite North 70°41'55" East) 15.28 feet to the point of beginning, containing 0.028 acres, more or less.

END OF DESCRIPTION.

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



6-12-08

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN 069-101-86

\_\_\_\_\_  
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, **Mary L. Johnston, a single woman**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

EXHIBIT "B"

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR: Mary L. Johnston, a single woman**

By: \_\_\_\_\_  
Mary L. Johnston

**Notary Acknowledgements Follow**

EXHIBIT 'B'

GREEN VALLEY RD.

15' WIDE EASEMENT FOR TRAIL, NON-MOTORIZED

EXISTING R/W LINE

NEW R/W LINE

N69°56'24"E  
15.28'

POINT OF BEGINNING

S14°56'10"E  
28.06'

R=793.00'  
L=36.45'  
 $\Delta=2^{\circ}38'02''$   
Ch=N7°34'10"W  
36.45'

20' EID ESMT PER  
2741-OR-46

JOHNSTON, MARY  
PARCEL 3  
45-PM-10  
APN 069:101:86

N16°58'51"E  
55.59'

S20°43'10"W  
78.28'

N46°26'34"E  
11.61'

S80°49'53"W  
13.92'

GREEN VALLEY RD.

NORTH SHINGLE RD.



SCALE : 1" = 40'

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EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 069-101-86

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, **Mary L. Johnston, a single woman**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

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

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

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR: Mary L. Johnston, a single woman**

By: \_\_\_\_\_  
MARY L. JOHNSTON

**Notary Acknowledgements Follow**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**SLOPE EASEMENT**

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 10, in the office of the El Dorado County Recorder, being a portion of the south half of Section 13, Township 10 North, Range 9 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

Beginning on the northerly boundary of said parcel, from which the northeast corner bears North 69°56'24" East (cite North 70°41'55" East) 15.28 feet; **thence from said point of beginning** along said boundary South 69°56'24" West (cite South 70°41'55" West) 22.58 feet; thence leaving said boundary South 06°10'29" East 31.01 feet; thence South 08°14'38" West 45.42 feet; thence South 56°19'24" West 16.79 feet; thence South 69°45'57" West 81.51 feet; thence South 57°18'48" West 40.46 feet; thence South 40°11'52" West 34.34 feet to the southerly boundary; thence along said boundary the following 3 courses: 1) South 52°06'36" East (cite South 51°22'30" East) 4.31 feet to the beginning of a 189.98 foot radius non-tangent curve to the right; 2) northeasterly along said curve an arc distance of 140.05 feet, through a central angle of 42°14'18", and subtended by a chord which bears North 59°25'56" East 136.90 feet; 3) North 80°49'53" East (cite North 80°54'50" East) 30.32 feet to the new westerly right-of-way line of Green Valley Road; thence along said new right-of-way the following 3 courses: 1) North 46°26'34" East 11.61 feet; 2) North 16°58'51" East 55.59 feet to the beginning of a 793.00 foot radius non-tangent curve to the right; 3) northerly along said curve an arc distance of 36.45 feet, through a central angle of 02°38'02", and subtended by a chord which bears North 07°34'10" West 36.45 feet to the point of beginning, containing 0.057 acres, more or less.

END OF DESCRIPTION.

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



6-12-08

EXHIBIT 'B'



SCALE : 1" = 40'

GREEN VALLEY ROAD

EXISTING R/W LINE

PROPOSED NEW R/W LINE

20' EID ESMT PER 2741-OR-46

POINT OF BEGINNING

(TIE)

N69°56'24"E  
15.28'

S69°56'24"W  
22.58'

R=793.00'  
L=36.45'  
Δ=2°38'02"  
Ch=N7°34'10"W  
36.45'

S6°10'29"E  
31.01'

S8°14'38"W  
45.42'

N16°58'51"E  
55.59'

JOHNSTON, MARY  
PARCEL 3  
45-PM-10  
APN 069-101-86

S56°19'24"W  
16.79'

S69°45'57"W  
81.51'

N46°26'34"E  
11.61'

SLOPE ESMT. LINE

N80°49'53"E  
30.32'

S57°18'48"W  
40.46'

GREEN VALLEY ROAD

S40°11'52"W  
34.34'

R=189.98'  
L=140.05'  
Δ=42°14'18"  
Ch=N59°25'55"E  
136.90'

15' WIDE TRAIL ESMT.

EXISTING R/W LINE

S52°06'36"E  
4.31'

Drawing Name: C:\Civil 3D\Projects\77709 Tennessee Creek\CADD Files\RW\069-101-86-SE.dwg, Layout Tab: EXHIBIT, Last Saved: Wed, 26 Aug 2009 - 10:11am, DHaynes

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  
APN: 069-101-86

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Green Valley Road at Tennessee Creek Bridge  
Reconstruction  
Project #77109

### TEMPORARY CONSTRUCTION EASEMENT

**Mary L. Johnston, a single woman**, 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 and B attached hereto and made a part hereof.

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

1. In consideration of \$284.00 (Two-Hundred Eighty-Four-Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Green Valley Road at Tennessee Creek Bridge Reconstruction Project (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 Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "D"

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 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 \$11.25 (Eleven Dollars and 25/100, 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.

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.

**GRANTOR: Mary L. Johnston, a single woman**

Executed on this date: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
 MARY L. JOHNSTON

**Notary Acknowledgements Follow**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of Parcel 3, as said parcel is shown on the map recorded in Book 45 of Parcel Maps, at Page 10, in the office of the El Dorado County Recorder, being a portion of the south half of Section 13, Township 10 North, Range 9 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

Beginning on the northerly boundary of said parcel, from which the northeast corner bears North 69°56'24" East (cite North 70°41'55" East) 37.86 feet; **thence from said point of beginning** and leaving said boundary the following 6 courses: 1) South 06°10'29" East 31.01 feet; 2) South 08°14'38" West 45.42 feet; 3) South 56°19'24" West 16.79 feet; 4) South 69°45'57" West 81.51 feet; 5) South 57°18'48" West 40.46 feet; 6) South 40°11'52" West 34.34 feet to the existing northwesterly right-of-way line of Green Valley Road; thence along said right-of-way line North 52°06'36" West (cite North 51°22'30" West) 5.69 feet; thence leaving said right-of-way line the following 6 courses: 1) North 33°22'24" East 36.33 feet; 2) North 57°18'48" East 43.06 feet; 3) North 69°45'57" East 81.42 feet; 4) North 56°19'24" East 11.15 feet; 5) North 08°14'38" East 39.69 feet; 6) North 06°10'29" West 27.28 feet to the aforementioned northerly boundary; thence along said boundary North 69°56'24" East 10.30 feet to the point of beginning, containing 0.054 acres, more or less.

END OF DESCRIPTION.

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



10-26-09

EXHIBIT 'B'

GREEN VALLEY ROAD



SCALE : 1" = 40'

EXISTING R/W LINE

PROPOSED NEW R/W LINE

20' EID ESMT PER 2741-OR-46

POINT OF BEGINNING

N69°56'24"E  
10.30'

(TIE)  
N69°56'24"E  
37.86'

N6°10'29"W  
27.28'

S6°10'29"E  
31.01'

N8°14'38"E  
39.69'

S8°14'38"W  
45.42'

N56°19'24"E  
11.15'

JOHNSON, MARY  
PARCEL 3  
45-PM-10  
APN 069-101-86

N69°45'57"E  
81.42'

S56°19'24"W  
16.79'

N57°18'48"E  
43.06'

S69°45'57"W  
81.51'

PROPOSED SLOPE ESMT. LINE

N33°22'24"E  
36.33'

S57°18'48"W  
40.46'

S40°11'52"W  
34.34'

ROAD

VALLEY

GREEN

EXISTING R/W LINE

15' WIDE TRAIL ESMT.

N52°06'36"W  
4.31'

Drawing Name: C:\Civil 3D\Projects\77199 Tennessee Creek\CADD Files\RW\069-101-86-TCE.dwg, Layout Tab: EXHIBIT, Last Saved: Mon, 03 Nov 2008 - 9:38am, DHoynes