

Seller: Medeiros
APN: 325-110-26
Project # 77114
Escrow #: 201-39425

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 THEODORE B. MEDEIROS AND JANET C. MEDEIROS, TRUSTEES OF THE MEDEIROS REVOCABLE LIVING TRUST, DATED APRIL 14, 1992, referred to herein as (“Sellers”), with reference to the following facts:

RECITALS

- A. Sellers own 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. Sellers desire 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, and a Temporary Construction 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, 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

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, 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

Seller's Initials TM JM

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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 \$1,970.00 for fee title, \$89.00 for the Temporary Construction Easement, \$1.00 for the Public Utility Easement, for a total amount of \$2,060.00 rounded to \$2,100.00 (Two thousand one hundred dollars, exactly) which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39425 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, Grants of Temporary Construction and Public Utility Easements from Sellers to County for the Acquisition Properties. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than July 31, 2013, 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, Grants of Temporary Construction and Public Utility Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall by Grant Deed, Grants of Temporary Construction and Public Utility Easements, 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.201-39425 dated March 1, 2013, if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, as listed in said preliminary title report.

Sellers agree 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

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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)

Sellers acknowledge 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 Grant Deed and Easement Deeds being conveyed by Sellers, and as shown in Exhibit B, C and D and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

- A. Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

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

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. Sellers authorize 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 Sellers 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. Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorize 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

Sellers represent that, to the best of Sellers's knowledge, Sellers know 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

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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 adjacent to Green Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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

Sellers have not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Sellers shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Sellers to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deed and Grants of Easements for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.

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- 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 Deed, Grants of Temporary Construction and Public Utility Easements.
- C. Escrow Holder shall:
- (i) Record the Grant Deed, Grants of Temporary Construction and Public Utility Easements for the Acquisition Properties described and depicted in Exhibit B, C, and D, and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Sellers.

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 Sellers.

16. BEST EFFORTS

County and Sellers shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Sellers shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

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 Sellers 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:

SELLERS: Theodore B. Medeiros
Janet C. Medeiros
3344 Karma Lane
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
Community Development Agency, Transportation Division
Attn: R/W Unit
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

Sellers warrant 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 Sellers'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.
- (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 past top of cut of slope, where applicable.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws,

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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. Sellers understand and agree that after completion of the work, said fencing, will be considered Sellers's sole property and Sellers will be responsible for their maintenance and repair.

25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers's Property, (Assessor's Parcel Number 325-110-26) 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.

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.

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Seller: Medeiros
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Project # 77114
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SELLERS: THEODORE B. MEDEIROS AND JANET C. MEDEIROS, TRUSTEES OF THE MEDEIROS REVOCABLE LIVING TRUST, DATED APRIL 14, 1992

Date: 3-18-13


By: Theodore B. Medeiros
Trustee of the Medeiros Revocable
Living Trust dated April 14, 1992
THEODORE B. MEDEIROS
TRUSTEE OF THE MEDEIROS REVOCABLE
LIVING TRUST, DATED APRIL 14, 1992

Date: 3/18/13

By: Janet C. Medeiros
Trustee of the Medeiros
Revocable Trust dated April 14, 1992
JANET C. MEDEIROS
TRUSTEE OF THE MEDEIROS REVOCABLE
LIVING TRUST, DATED APRIL 14, 1992

COUNTY OF EL DORADO:

Date: 4/23/13

By: 
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: 
Deputy Clerk

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 NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, MDB&M., DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 18, 1974 IN BOOK 7 OF PARCEL MAPS AT PAGE 1.

EXCEPTING THEREFROM ALL MINERALS AND ALL VEINS, LODES AND LEDGES BEARING GOLD AND OTHER VALUABLE MINERALS AND ALL ORES AND MINERAL DEPOSITS LYING BENEATH THE SURFACE, AS RESERVED IN DEED FROM PLACERVILLE GOLD MINING COMPANY RECORDED SEPTEMBER 10, 1947 IN BOOK 242 OF OFFICIAL RECORDS AT PAGE 430.

ASSESSORS PARCEL NO.: 325-110-26-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 325-110-26

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, **THEODORE B. MEDEIROS AND JANET C. MEDEIROS, TRUSTEES OF THE MEDEIROS REVOCABLE LIVING TRUST, DATED APRIL 14, 1992**, 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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2013.

GRANTOR

**THEODORE B. MEDEIROS
TRUSTEE OF THE MEIDEIROS REVOCABLE LIVING TRUST,
DATED APRIL 14, 1992**

**JANET C. MEDEIROS
TRUSTEE OF THE MEIDEIROS REVOCABLE LIVING TRUST,
DATED APRIL 14, 1992**

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in Book 7 of Maps at Page 1, official records said county and state lying easterly and southerly of the following described line:

Beginning on the southerly boundary of said Parcel B from which an angle point in said southerly boundary shown as a found 3/4" capped iron pipe, accepted and stamped R.C.E. 14747 on said map bears along said boundary North 54° 01' 23" West 39.81 feet; and North 38° 48' 03" West 100.68 feet; thence from said POINT OF BEGINNING North 17° 06' 58" East 9.84 feet; thence South 72° 53' 02" East 12.00 feet; thence North 17° 06' 58" East 69.06 feet to the northeasterly boundary of said Parcel B, containing 2,929 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 identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 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
Transportation Division

Dated: 01.29.2013



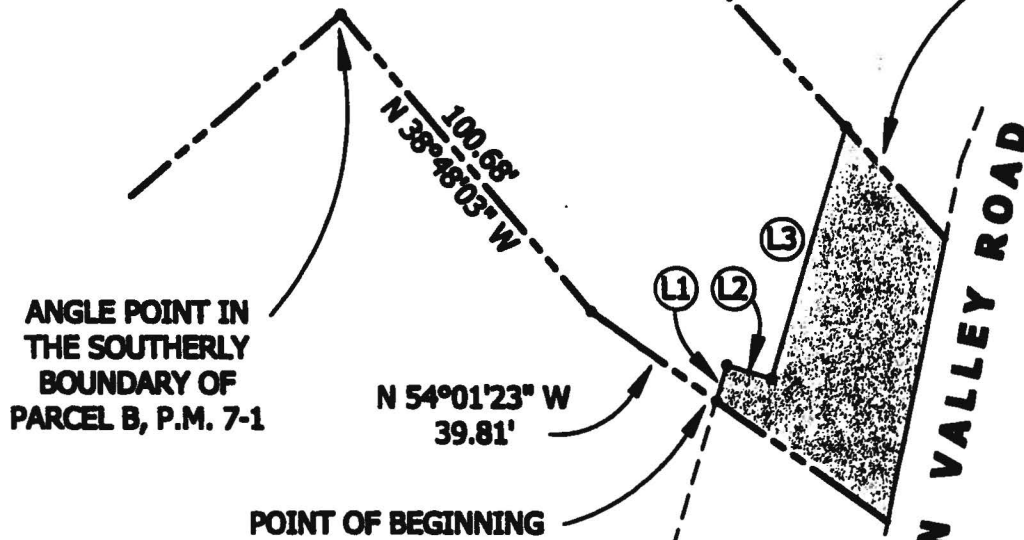
EXHIBIT 'B'

Situate in the Northwest One-Quarter of Section 14,
Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California



MEDEIROS REV. TRUST
DOC NO. 2000-0027051
PARCEL B P.M. 7-1
APN 325-110-26

FEE RIGHT OF WAY
AREA= 2,929 SQ. FT.
0.06 ACRES ±



ANGLE POINT IN
THE SOUTHERLY
BOUNDARY OF
PARCEL B, P.M. 7-1

POINT OF BEGINNING

- Ⓐ N 17°06'58" E 9.84'
- Ⓑ S 72°53'02" E 12.00'
- Ⓒ N 17°06'58" E 69.06'



EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 325-110-26

Project: #77114 Green Valley Rd & Weber Crk.

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THEODORE B. MEDEIROS AND JANET C. MEDEIROS, TRUSTEES OF THE MEDEIROS REVOCABLE LIVING TRUST, DATED APRIL 14, 1992, 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 "A1" and "B1" 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 \$89.00 (EIGHTY-NINE DOLLARS AND NO/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 A1 and depicted on the map in Exhibit B1 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 and Weber Creek Bridge Replacement Project #77114 (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

EXHIBIT "C"

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

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the 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 \$3.71 (Three Dollars and Seventy-One Cents) monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

Executed on: _____, 2013

**THEODORE B. MEDEIROS
TRUSTEE OF THE MEIDEIROS REVOCABLE LIVING TRUST,
DATED APRIL 14, 1992**

**JANET C. MEDEIROS
TRUSTEE OF THE MEIDEIROS REVOCABLE LIVING TRUST,
DATED APRIL 14, 1992**

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A1'

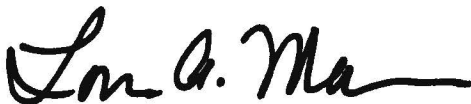
All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in Book 7 of Maps at Page 1, official records said county and state more particularly described as follows:

Beginning on the southerly boundary of said Parcel B from which an angle point in said southerly boundary shown as a found 3/4" capped iron pipe, accepted and stamped R.C.E. 14747 on said map bears along said boundary North 54° 01' 23" West 28.60 feet; and North 38° 48' 03" West 100.68 feet; thence from said POINT OF BEGINNING North 17° 06' 58" East 89.60 feet to the northeasterly boundary of said Parcel B; thence along said boundary South 40° 32' 03" East 26.76 feet; thence leaving said boundary South 17° 06' 58" West 69.06 feet; thence North 72° 53' 02" West 12.00 feet; thence South 17° 06' 58" West 9.84 feet to said southerly boundary; thence along said boundary North 54° 01' 23" West 11.21 feet to the POINT OF BEGINNING, containing 1808 square feet or 0.04 acres more or less. See Exhibit 'B1', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for temporary construction easement puposes.



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



Dated: 01.29.2013

EXHIBIT 'B1'

Situate in the Northwest One-Quarter of Section 14,
 Township 10 North, Range 10 East, M.D.M.
 El Dorado County State of California



Grid North
 Scale 1"=50'

MEDEIROS REV. TRUST
 DOC NO. 2000-0027051
 PARCEL B P.M. 7-1
 APN 325-110-26

TEMPORARY CONSTRUCTION EASEMENT
 AREA= 1,808 SQ. FT.
 0.04 ACRES ±

ANGLE POINT IN
 THE SOUTHERLY
 BOUNDARY OF
 PARCEL B, P.M. 7-1

POINT OF BEGINNING

GREEN VALLEY ROAD

- (L1) S 40°32'03" E 26.76'
- (L2) S 17°06'58" W 69.06'
- (L3) N 72°53'02" W 12.00'
- (L4) S 17°06'58" W 9.84'
- (L5) N 54°01'23" W 11.21'



EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 325-110-26

Above section for Recorder's use

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THEODORE B. MEDEIROS AND JANET C. MEDEIROS, TRUSTEES OF THE MEDEIROS REVOCABLE LIVING TRUST, DATED APRIL 14, 1992**, 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.

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

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

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

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

EXHIBIT "D"

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 their names on this _____ day of _____, 2013.

GRANTOR:

**THEODORE B. MEDEIROS
TRUSTEE OF THE MEDEIROS REVOCABLE LIVING TRUST,
DATED APRIL 14, 1992**

**JANET C. MEDEIROS
TRUSTEE OF THE MEDEIROS REVOCABLE LIVING TRUST,
DATED APRIL 14, 1992**

Notary Acknowledgments Follow

Exhibit 'A2'

All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in Book 7 of Maps at Page 1, official records said county and state of the following described line:

Beginning on the northeasterly boundary of said parcel which an angle point in northerly boundary of said parcel shown as a found 3/4" capped iron pipe, accepted and tagged R.C.E. 14747 on said map, bears North 40° 32' 03" West 119.13 feet; thence from said POINT OF BEGINNING along said boundary South 40° 32' 03" East 18.92 feet; thence leaving said boundary South 17° 06' 58" West 47.22 feet; thence North 01° 32' 21" East 59.53 feet to the POINT OF BEGINNING, containing 377 square feet more or less. See exhibit 'B2' attached here and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for utility purposes.



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

Dated: 01.29.2013



EXHIBIT 'B2'

Situate in the Northwest One-Quarter of Section 14,
Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

