

Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

**EASEMENT 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 **MICHAEL S. HOWARD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, referred to herein as ("Seller"), with reference to the following facts:

**RECITALS**

- A. Seller owns that certain real property located in an unincorporated area of El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as a Right of Way Easement, 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, which are attached hereto and referred to hereinafter as "the Easements", 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 Easements, as described and

Seller   MH

Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

depicted in the attached Exhibits B and C, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

**2. JUST COMPENSATION**

The just compensation for the Easements is in the amount of \$1,532.42 (One Thousand Five Hundred Thirty Four Dollars and 42/100 Cents) for a Right of Way Easement and \$36.96 (Thirty Six Dollars and 96/100 Cents) for a Temporary Construction Easement for a **combined total of \$1,600.00 (One Thousand Six Hundred Dollars, exactly, exactly)** for the Easements.

**3. ESCROW**

The acquisition of the Easements shall be consummated by means of **Escrow No. 205-16522** for **APN 089-060-23** 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 Easements. 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 **April 30, 2015**, 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

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Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

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

**5. TITLE**

Seller shall, by Grant of Easement, grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, as outlined herein.

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

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easements being conveyed by Seller, and as shown in Exhibits B and C 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,

Seller MH



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Project#: 73360  
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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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

**8. 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 Easements 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 **Cold Springs Road Realignment Project, #73360**, 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.

**9. 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 Easements are conveyed and purchased, and

Seller     MH

Seller: HOWARD  
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Project#: 73360  
Escrow#: 205-16522

Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

**10. 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.

**11. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Easement, 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Easements 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 Certificate of Acceptance to be attached to and recorded with the Easements.
- C. Escrow Holder shall:
  - (i) Record the Easements described and depicted in Exhibits B and C, and the exhibits thereto, together with County's Certificate of Acceptance.
  - (ii) Deliver the just compensation to Seller.

**13. TIME IS OF THE ESSENCE**

Seller MLW

Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

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.

**14. 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.

**15. 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:** Michael S. Howard  
1281 Cold Springs Road  
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  
CDA, Transportation Division  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

Seller MLI



Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

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Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

**22. CONSTRUCTION CONTRACT WORK**

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Sellers' remaining property:

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees 4 inches in diameter or greater will be removed, cut and placed within new property line for Seller to use as firewood.
- B. County of County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately 6 inches inside the new property line, where applicable.

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

**23. 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 089-060-23) where necessary, to perform the work as described in Section 22 of this Agreement.

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Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
Escrow#: 205-16522

**24. 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.

**25. 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.

**26. AUTHORIZED SIGNATURES**

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

**SELLER:                   MICHAEL S. HOWARD, A MARRIED MAN  
                                  AS HIS SOLE AND SEPARATE PROPERTY**

Date: 1-26-15

By:   
Michael S. Howard

**COUNTY OF EL DORADO:**

Date: 2-24-15

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors

Seller mu

Seller: HOWARD  
APN: 089-060-23  
Project#: 73360  
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ATTEST:

*JAMES S. MITRISIN*  
Clerk of the Board of Supervisors

By: *[Signature]*  
Deputy Clerk *2-24-15*

Seller *ML*

**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:

**ALL THAT PORTION OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., BEING A PORTION OF THAT CERTAIN REALTY CONVEYED TO RICHARD J. WILKINSON, ET UX BY DEED RECORDED JANUARY 21, 1958 IN BOOK 424 PAGE 197 OFFICIAL RECORDS OF EL DORADO COUNTY, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT MARKED BY A 3/4 INCH CAPPED IRON PIPE, L.S. 2725, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 70° 58' WEST (RECORD ALSO CITES: SOUTH 69° 40' WEST, SOLAR OBSERVATION, ROTATE 1° 18' RIGHT), 1748.80 FEET DISTANT; THENCE FROM POINT OF BEGINNING, ALONG THE SOUTHERLY LINE OF THAT CERTAIN REALTY CONVEYED TO ANDREW S. MARTIN ET UX, BY DEED RECORDED DECEMBER 22, 1969 IN BOOK 965, PAGE 539, OFFICIAL RECORDS OF SAID COUNTY, NORTH 78° 28' WEST, 145.58 FEET TO A SIMILAR PIPE MARKING THE SOUTHWEST CORNER OF LAST SAID REALTY; THENCE LEAVING SAID CORNER ALONG THE WESTERLY LINE OF SAID REALTY SO CONVEYED TO WILKINSON, ET UX BY DEED FIRST HEREINABOVE REFERRED TO, SOUTH 03° 30' WEST, 644.33 FEET TO A POINT IN THE CENTERLINE OF THE COUNTY ROAD LEADING FROM GOLD HILL TO COLD SPRINGS; THENCE ALONG THE CENTER LINE OF SAID ROAD, SOUTH 56° 50' EAST 289.48 FEET AND SOUTH 49° 38' EAST, 186.87 FEET; THENCE LEAVING SAID ROAD AND ALONG THE EASTERLY SIDE OF AN OLD ROAD, NORTH 31° 22' EAST, 222.69 FEET; THENCE NORTH 16° 53' WEST 131.4 FEET TO A 3/4 INCH PIPE; THENCE NORTH 43° 33' WEST 72.50 FEET; NORTH 81° 28' WEST 84.10 FEET; NORTH 01° 10' WEST 66.45 FEET; NORTH 19° 57' WEST 70.65 FEET; NORTH 0° 43' WEST, 154.85 FEET; NORTH 37° 37' WEST 195.65 FEET AND NORTH 01° 29' WEST, 67.00 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN SECTIONS 3 AND 4, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M.**

**ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING EASTERLY OF THE CENTERLINE OF A ROADWAY REFERRED TO IN BOUNDARY LINE AGREEMENT AND GRANT RIGHT OF WAY RECORDED JUNE 5, 1972 IN BOOK 1126 PAGE 554, OFFICIAL RECORDS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., FROM WHICH THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., BEARS NORTH 87° 22' 30" WEST 366.70 FEET; THENCE FROM THE POINT OF BEGINNING ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES: NORTH 10° 00' WEST 55.97 FEET, NORTH 18° 12' WEST 63.94 FEET, NORTH 34° 00' WEST 43.82 FEET, NORTH 61° 20' WEST 35.08 FEET, NORTH 78° 21' WEST 43.85 FEET, NORTH 61° 23' WEST 39.40 FEET, NORTH 8° 01' WEST 78.00 FEET, NORTH 17° 48' WEST 82.58 FEET, NORTH 2° 48' EAST 84.79 FEET, NORTH 17° 45' WEST 45.00 FEET, NORTH 39° 10' WEST 32.00 FEET, NORTH 44° 04' WEST 63.07 FEET, NORTH 32° 43' WEST 73.60 FEET, NORTH 60° 29' WEST 30.96 FEET, NORTH 59° 00' WEST 28.01 FEET, NORTH 16° 53' EAST 52.35 FEET, NORTH 79°**



Order No. 205-16522  
UPDATE  
Version 5

**EXHIBIT "A"**  
**LEGAL DESCRIPTION continued**

**24' EAST 50.26 FEET, NORTH 81° 14' EAST 90.52 FEET, NORTH 69° 06'  
EAST 134.11, NORTH 44° 55' EAST 37.24 FEET, NORTH 7° 25' EAST 47.49  
FEET, AND NORTH 13° 43' WEST 64.08 FEET TO THE NORTHERLY END OF SAID  
CENTERLINE.**

**A PORTION OF LOT 4 OF THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 10 NORTH,  
RANGE 10 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWEST SECTION CORNER OF SECTION 3, T.10.N., R.10.E.,  
M.D.M., THENCE ALONG THE NORTH LINE OF SECTION, SOUTH 87° 22' 30" EAST  
362.40 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 12° 35' 08" WEST  
107.75 FEET; THENCE SOUTH 60° 59' 04" WEST 102.24 FEET TO A POINT IN THE  
CENTER OF COLD SPRINGS ROAD; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST  
HAVING A RADIUS 270.00 FEET THRU A CENTRAL ANGLE OF 09° 55' 10" THE CHORD  
WHICH BEARS NORTH 51° 28' 37" WEST 46.99 FEET; THENCE NORTH 01° 30'  
04" WEST 19.57 FEET TO THE POINT OF BEGINNING.**

**A.P.N. 089-060-23-100**

EXHIBIT B

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

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

**APN 089-060-23  
MICHAEL S. HOWARD  
#73360 – Cold Springs Rd Realignment**

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

Above section for Recorder's use

**GRANT OF RIGHT OF WAY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MICHAEL S. HOWARD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a right of way 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 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

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

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title

EXHIBIT B

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

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

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

GRANTOR:           **MICHAEL S. HOWARD, A MARRIED MAN  
AS HIS SOLE AND SEPARATE PROPERTY**

  
\_\_\_\_\_  
Michael S. Howard

**(A Notary Public Must Acknowledge All Signatures)**



EXHIBIT B

**Exhibit 'A'**

All that certain real property situate in Section 3, Township 10 North, Range 10 East, and Section 33, Township 11 North, Range 10 East M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain Document Number 2014-0008181, official records said county and state more particularly described as follows:

Beginning at the southwest corner of said parcel; thence from said POINT OF BEGINNING along the westerly line of said parcel North 01° 21' 18" East 28.97 feet to the beginning of a curve to the right having a radius of 990.00 feet; thence leaving said line along said curve through a central angle of 02° 37' 51" an arc length of 45.46 feet, said curve being subtended by a chord which bears South 58° 48' 40" East 45.45 feet; thence South 57° 29' 44" East 391.98 feet to the easterly line of said parcel; thence along said line South 60° 09' 41" West 33.43 feet to the southerly line of said parcel and the beginning of a non-tangent curve to the left having a radius of 269.96 feet; thence along said line and said curve through a central angle of 09° 55' 10" an arc length of 46.74 feet, said curve being subtended by a chord which bears North 52° 18' 00" West 46.68 feet; thence North 57° 15' 34" West 211.29 feet; thence North 02° 19' 27" West 19.57 feet; thence North 89° 02' 59" West 30.35 feet; thence North 58° 15' 51" West 112.12 feet to the POINT OF BEGINNING, containing 10354 square feet or 0.24 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. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel as an easement for right of way purposes.



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

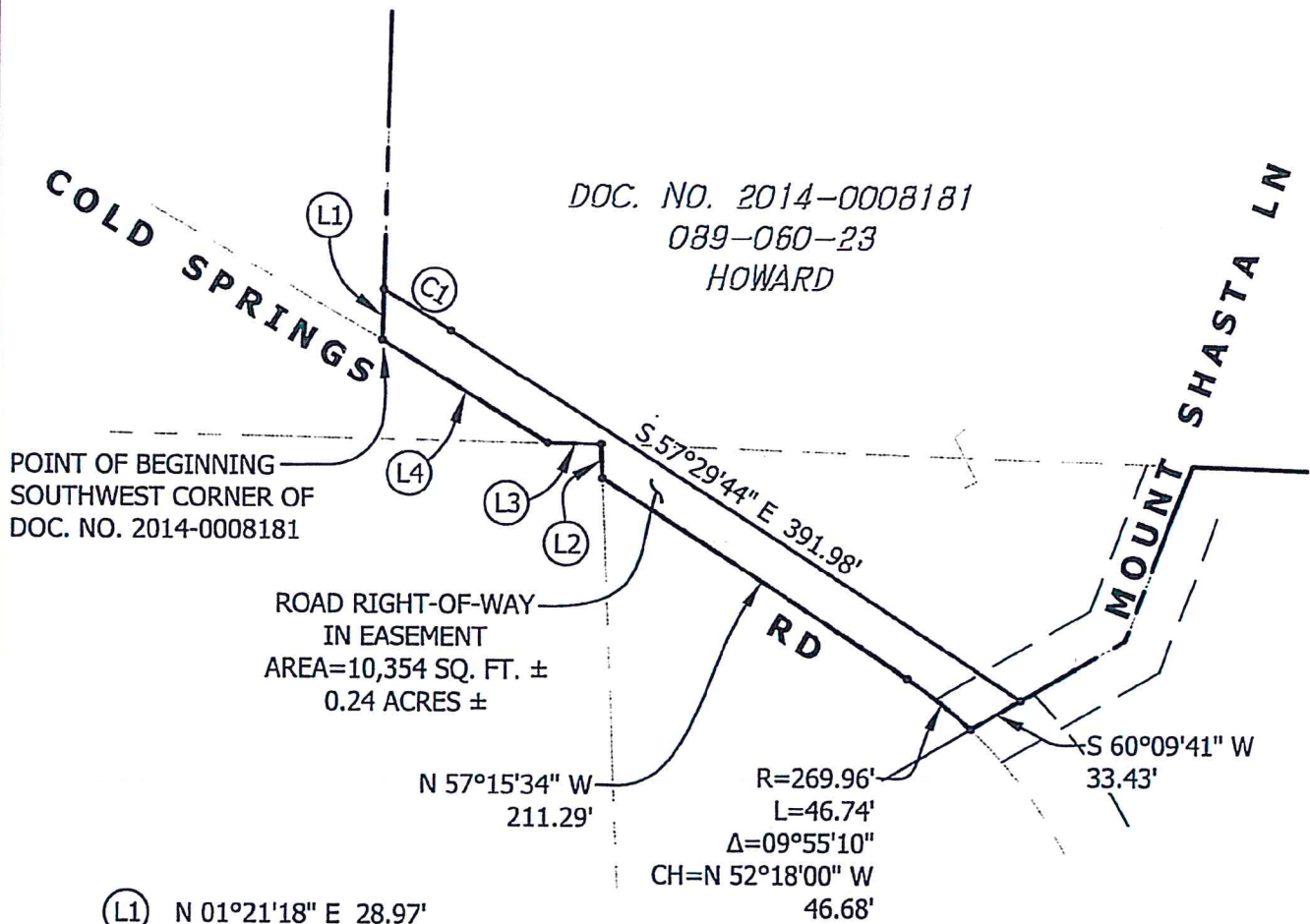


Dated: 07.09.2014

EXHIBIT B  
**EXHIBIT 'B'**

Situate in Section 3 T. 10 N., R. 10 E., and Section 33, T. 11 N., R. 10 E., M.D.M.  
 County of El Dorado, State of California

DOC. NO. 2014-0008181  
 089-060-23  
 HOWARD



ROAD RIGHT-OF-WAY  
 IN EASEMENT  
 AREA=10,354 SQ. FT. ±  
 0.24 ACRES ±

POINT OF BEGINNING  
 SOUTHWEST CORNER OF  
 DOC. NO. 2014-0008181

- (L1) N 01°21'18" E 28.97'
- (C1) R=990.00' Δ=02°37'51" L=45.46'  
CH=S 58°48'40" E 45.45'
- (L2) N 02°19'27" W 19.57'
- (L3) N 89°02'59" W 30.35'
- (L4) N 58°15'51" W 112.12'



Grid North  
 Scale 1"=100'



EXHIBIT C

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

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

**APN 089-060-23  
MICHAEL S. HOWARD  
#73360 - Cold Springs Rd Realignment**

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

Above section for Recorder's use

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**MICHAEL S. HOWARD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, 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 by reference is made a part hereof.**

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

1. In consideration of **\$36.96 (Thirty Six Dollars AND 96/100)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **COLD SPRINGS ROAD REALIGNMENT PROJECT #73360 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This



EXHIBIT C

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 12 (Twelve) months of construction, together with the five-year warranty period. In the event that construction of the Project is not completed within 12 (Twelve) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$3.08 (Three Dollars AND 08/100) monthly** will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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

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

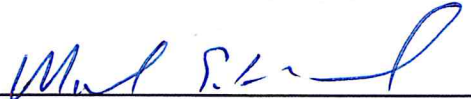
COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

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

EXHIBIT C

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

GRANTOR:           **MICHAEL S. HOWARD, A MARRIED MAN  
AS HIS SOLE AND SEPARATE PROPERTY**

  
\_\_\_\_\_  
Michael S. Howard

**(All signatures must be acknowledged by a Notary Public)**

EXHIBIT C

Exhibit 'A'

All that certain real property situate in Section 33, Township 11 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain Document Number 2000-0042564, official records said county and state more particularly described as follows:

Beginning at a point from which the southwest corner of said parcel bears North 73° 14' 02" West 95.25 feet thence from said POINT OF BEGINNING North 32° 30' 16" East 22.00 feet; thence South 57° 29' 44" East 50.00 feet; thence South 32° 30' 16" West 22.00 feet; thence North 57° 29' 44" West 50.00 feet to the POINT OF BEGINNING, containing 1100 square feet or 0.02 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. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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

*Loren A. Massaro*

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



Dated: 06.28.2013



EXHIBIT C

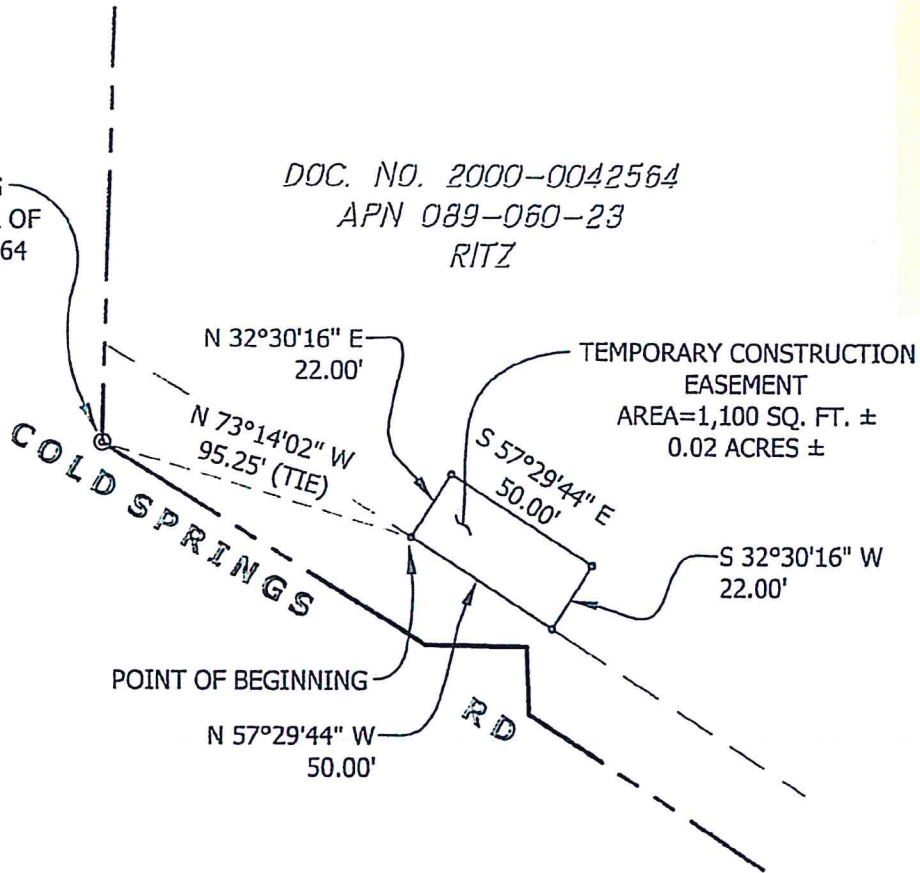
EXHIBIT 'B'

Situate in Section 33, T. 11 N., R. 10 E., M.D.M.  
County of El Dorado, State of California

reference point  
of new owner  
referenced

POINT OF BEGINNING  
SOUTHWEST CORNER OF  
DOC. NO. 2000-0042564

DOC. NO. 2000-0042564  
APN 089-060-23  
RITZ



Grid North  
Scale 1"=50'