

**ORIGINAL**

Sellers: Pierce/Duby-Pierce  
APN: 115-030-15  
Project #: 76108  
Escrow #: 205-12375

**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 **Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common**, referred to herein as (“Sellers”), with reference to the following facts:

**RECITALS**

- A. Sellers own that certain real property located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. 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, 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:

Sellers DP EDP

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## 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 shall be the terms set forth in Exhibit D, which is attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easement is for a period of 24 months.

### 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$28,690.75 for the Fee Title, \$25,835.54 for the Slope and Drainage Easement, \$510.86 for the Temporary Construction Easement, and \$10,000.00 for the removal of trees for a total of \$65,037.15 rounded to \$65,100.00, plus an administrative settlement of \$21,200.00 for a total amount of \$86,300.00 (eighty six thousand three 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. 205-12375 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"

Sellers DR EOP

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is defined to be the recordation of the Grant Deed and Easement Deed(s) 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 January 31, 2019 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
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easement Deed(s); and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Sellers shall by Grant Deed and Easement Deed(s) 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. 205-12375, if any; and

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- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, 7, 8 and 9 and as listed in said preliminary title report. Sellers acknowledge that part or the entire compensation amount may be required to satisfy items 5, 6, 7, 8 and 9 as listed in said preliminary title report. Sellers acknowledge receipt of a copy said report dated October 20, 2017.

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 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/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement Deed(s) being conveyed by Sellers, and as shown in Exhibits B, C, and D and the exhibits thereto, attached hereto and incorporated by reference herein.

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

**8. MORTGAGES, DEEDS OF TRUST**

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

**9. PRORATION OF TAXES**

All real property taxes shall be prorated in accordance with Revenue and Taxation Code

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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.

**10. 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, 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.

**11. NO ENVIRONMENTAL VIOLATIONS**

Sellers represent that, to the best of Sellers' 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 the Property, including, but not limited to, soil and groundwater contamination.

Sellers  

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**12. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements of the Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108, 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.

**13. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

**14. COUNTERPARTS**

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

**15. REAL ESTATE BROKER**

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

Sellers  

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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.

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

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deed and Easement Deed(s) for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate/s of Acceptance to be attached to and recorded with the Grant Deed and Easement Deed(s).
- C. Escrow Holder shall:
  - (i) Record the Grant Deed and Easement Deed(s) for the Acquisition Properties described and depicted in Exhibit B, C, and D and the exhibits thereto, together with County's Certificate(s) of Acceptance.
  - (ii) Cause the policy of title insurance to be issued.
  - (iii) Deliver the just compensation to Sellers.

**17. TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Sellers.

Sellers  



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**18. 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.

**19. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers 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:

**SELLERS:** Daniel Pierce and Emily Duby-Pierce  
2930 Bass Lake Road  
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  
Community Development Services  
Department of Transportation  
Attn: R/W Unit  
2850 Fairlane Court

Sellers DP EDP

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**Placerville, CA 95667**

**20. BINDING EFFECT**

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

**21. GOVERNING LAW**

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

**22. HEADINGS**

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

**23. WAIVER**

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

**24. ATTORNEY'S FEES**

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

**25. LEASE WARRANTY PROVISION**

Sellers warrant that there are no oral or written leases on all or any portion of the property

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exceeding a period of one month.

**26. CONSTRUCTION CONTRACT WORK**

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

1. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way/easement limits.
2. County or County's contractor or authorized agent will reconstruct and pave Sellers' driveway to conform to the new roadway between the existing driveway bridge and the new roadway.
3. County or County's contractor or authorized agent will remove Sellers' mailbox from its current location and reinstall inside the new property line at the end of construction.

During construction as needed a temporary mailbox will be provided.

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

Sellers.  

Sellers: Pierce/Duby-Pierce  
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**27. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Number 115-030-15) where necessary, to perform the work as described in Section 26 of this Agreement.

**28. EFFECTIVE DATE**

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

**29. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.


**30. AUTHORIZED SIGNATURES**

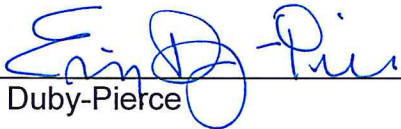
The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

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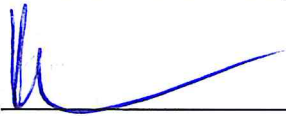
**SELLERS:** Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily DUBY-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common

Date: 2-16-18 By:   
Daniel Pierce

Date: 2-16-18 By:   
Emily DUBY-Pierce

**COUNTY OF EL DORADO:**

Date: 4/10/2018 By:   
Michael Ranalli, Chair  
Board of Supervisors

ATTEST:  
Clerk of the Board of Supervisors  
By:   
Deputy Clerk

Sellers  

Order No. 205-12375  
UPDATE  
Version 5

**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 SECTION 32, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.7M. DESCRIBED AS FOLLOWS:**

**TRACT 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MARCH 18, 2005 IN BOOK 28 OF RECORD OF SURVEYS AT PAGE 26.**

**A.P.N. 115-030-15-100**

Exhibit 'B'

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

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

**APN: 115-030-15  
Seller: Pierce/Duby-Pierce  
Project: 76108**

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, **Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common**, 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 \_\_\_\_\_, 20\_\_.

**GRANTOR: Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common**

\_\_\_\_\_  
**Daniel Pierce**

\_\_\_\_\_  
**Emily Duby-Pierce**

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

**Exhibit A**  
**APN 115-030-15 Fee Right of Way**

All that portion of Tract 1 of that certain Record of Survey filed in Book 28 of Record of Surveys at Page 26, records of El Dorado County, California as said Tract 1 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning the southeast corner of said Tract 1;

Thence from said Point of Beginning along the southerly boundary of said Tract 1 North 60°43'29" West 69.44 feet,

Thence leaving said southerly boundary North 07°53'11" West 57.64 feet;

Thence along the arc of a tangent curve to the left having a radius of 2750.00 feet, through a central angle of 03°02'17", for an arc length of 145.82 feet (Chord: North 09°24'20" West 145.80 feet) to the northerly boundary of said Tract 1;

Thence along said northerly boundary the following two (2) courses:

- (1) South 45°00'06" East 51.40 feet, and
- (2) North 89°32'12" East 61.05 feet to the northeasterly corner of said Tract 1;
- (3) Thence along the easterly boundary of said Tract 1 South 01°27'45" West 199.12 feet to the Point of Beginning containing 14,007 square feet, more or less.

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

The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-

  
\_\_\_\_\_  
Michael R. Dequine L.S. 5614  
License expires: 9/30/2018

Sept. 13, 2017  
Date







PARCEL 4  
6 PM 127

PARCEL 3  
6 PM 127

TRACT 1  
28 RS 26

PROPERTY BOUNDARY

TRACT 2  
28 RS 26

R=2750.00'  
Δ=3°02'17"  
L=145.82'  
CH=N09°24'20"W  
CHL=145.80'

FEE RIGHT OF WAY  
14,007 S.F.

PROPERTY BOUNDARY

S45°00'06"E  
51.40'

61.05'  
N89°32'12"E

S01°27'45"W 199.12'

57.64'  
N07°53'11"W

N60°43'29"W  
69.44'

POB - SOUTHEAST  
CORNER TRACT 1  
28 RS 26

POB = POINT OF BEGINNING  
S.F. = SQUARE FEET

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**Michael Dequine  
and Associates, Inc.**  
2295 Gateway Oaks Drive, Suite 140  
Sacramento, Ca 95833  
Phone: (916) 923-5820  
Fax: (916) 923-1626

EXHIBIT B  
**APN 115-030-15**  
**FEE RIGHT OF WAY**  
A PORTION OF TRACT 1, 28 R.S. 26  
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=60'	Date: 7/17/2017	Sheet 1 of 1

Exhibit 'C'

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

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

**APN: 115-030-15**  
**Seller: Pierce/Duby-Pierce**  
**Project: 76108**

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

Above section for Recorder's use

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**Described in Exhibit '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 \_\_\_\_\_, 20\_\_.

**GRANTOR: Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common**

\_\_\_\_\_  
**Daniel Pierce**

\_\_\_\_\_  
**Emily Duby-Pierce**

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

**Exhibit A**  
**APN 115-030-15 Slope and Drainage Easement**

All that portion of Tract 1 of that certain Record of Survey filed in Book 28 of Record of Surveys at Page 26, records of El Dorado County, California as said Tract 1 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning at a point on the southerly boundary of said Tract 1 from which the southeast corner thereof bears South 60°43'29" East 69.44 feet;

Thence from said Point of Beginning along said southerly boundary North 60°43'29" West 112.95 feet;

Thence leaving said southerly boundary North 14°26'36" East 18.99 feet;

Thence North 00°51'54" East 26.35 feet;

Thence North 25°13'49" East 58.26 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 2705.00 feet, from a radial bearing North 79°55'54" East, through a central angle of 01°27'39", for an arc length of 68.97 feet (Chord: North 10°47'56" West 68.97 feet);

Thence North 54°30'26" East 14.95 feet;

Thence North 09°16'59" West 11.40 feet to the northerly boundary of said Tract 1;


Thence along said northerly boundary South 45°00'06" East 55.74 feet;

Thence leaving said northerly boundary along the arc of a non-tangent curve to the right from a radial bearing North 79°04'32" East, through a central angle of 03°02'17", for an arc length of 145.82 feet (Chord: South 09°24'20" East 145.80 feet);

Thence South 07°53'11" East 57.64 feet to the Point of Beginning containing 12,730 square feet, more or less. See Exhibit 'B', attached hereto and made a part hereof.

The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-

  
\_\_\_\_\_  
Michael R. Dequiné L.S. 5614  
License expires: 9/30/2018

Sept. 13, 2017  
Date





PARCEL 4  
6 PM 127

PARCEL 3  
6 PM 127

TRACT 1  
28 RS 26

TRACT 2  
28 RS 26

LINE	BEARING	DISTANCE
L1	N14°26'36"E	18.99'
L2	N00°51'54"E	26.35'
L3	N54°30'26"E	14.95'
L4	N09°16'59"W	11.40'

PROPERTY BOUNDARY

PROPERTY BOUNDARY

R=2705.00'  
Δ=1°27'39"  
L=68.97'  
CH=N10°47'56"W  
CHL=68.97'

N79°55'54"E(RADIAL)

S45°00'06"E  
55.74'

N79°04'32"E(RADIAL)

N25°13'49"E  
58.26'

SLOPE AND DRAINAGE EASEMENT  
12,730 S.F.

R=2750.00'  
Δ=3°02'17"  
L=145.82'  
CH=S09°24'20"E  
CHL=145.80'

N60°43'29"W 112.95'

S07°53'11"E  
57.64'

S60°43'29"E  
69.44'

POB

SOUTHEAST CORNER TRACT 1  
28 RS 26

POB = POINT OF BEGINNING  
S.F. = SQUARE FEET

t:\active\16-1429 Ita silver springs parkway extension\survey\drawing\wp\exhibits for legal descriptions\exhibit pierce slope and drainage easement 16-1429.dwg



**Michael Dequine  
and Associates, Inc.**  
2295 Gateway Oaks Drive, Suite 140  
Sacramento, Ca 95833  
Phone: (916) 923-5820  
Fax: (916) 923-1626

EXHIBIT B  
**APN 115-030-15**  
**SLOPE AND DRAINAGE EASEMENT**  
A PORTION OF TRACT 1, 28 R.S. 26  
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=60'	Date: 8/21/2017	Sheet 1 of 1

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

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

**APN: 115-030-15****Seller: Pierce/Duby-Pierce****Project: 76108**

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**

**Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common,** 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 \$510.86 (five hundred ten dollars AND 86/100) 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 **Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project. Stockpiling or parking of vehicles or equipment is allowed to take place in this area. This temporary construction easement shall not be revoked and shall not

Exhibit 'D'

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.

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 Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108 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 \$21.29 (twenty one dollars and 29/100 Cents, exactly) will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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

**GRANTOR: Daniel Pierce, a married man, as his sole and separate property, as to an undivided 50% interest and Emily Duby-Pierce, a married woman, as her sole and separate property, as to an undivided 50% interest, together as tenants in common**

\_\_\_\_\_  
**Daniel Pierce**

\_\_\_\_\_  
**Emily Duby-Pierce**

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

**Exhibit A**  
**APN 115-030-15 Temporary Construction Easement**

AREA 1

All that portion of Tract 1 of that certain Record of Survey filed in Book 28 of Record of Surveys at Page 26, records of El Dorado County, California as said Tract 1 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning at a point on the southerly boundary of said Tract 1 from which the southeast corner thereof bears South 60°43'29" East 182.39 feet,

Thence from said Point of Beginning, leaving said southerly boundary North 14°26'36" East 18.99 feet;

Thence North 00°51'54" East 26.35 feet;

Thence North 25°13'49" East 3.22 feet;

Thence North 71°10'11" West 14.64 feet;

Thence South 18°49'49" West 42.80 feet to a point on the southerly boundary of said Tract 1;

Thence along said southerly boundary South 60°43'29" East 24.27 feet to the Point of Beginning containing 892 square feet more or less.

AREA 2

All that portion of Tract 1 of that certain Record of Survey filed in Book 28 of Record of Surveys at Page 26, records of El Dorado County, California as said Tract 1 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Commencing at a point on the southerly boundary of said Tract 1 from which the southeast corner thereof bears South 60°43'29" East 182.39 feet,

Thence from said Point of Commencement, leaving said southerly boundary North 14°26'36" East 18.99 feet;

Thence North 00°51'54" East 26.35 feet;

Thence North 25°13'49" East 58.26 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 2705.00 feet, from a radial bearing North 79°55'54" East, through a central angle of 01°27'39", for an arc length of 68.97 feet (Chord: North 10°47'56" West 68.97 feet) to the Point of Beginning of the herein described Area 2:

Thence from said Point of Beginning North 54°30'26" East 14.95 feet;

Thence North 09°16'59" West 11.40 feet to a point on the northerly boundary of said Tract 1;

Thence along said northerly boundary North 45°00'06" West 26.09 feet;

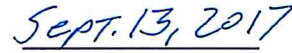
Thence leaving said northerly boundary, along the arc of a 2705.00 foot radius curve to the right, from a radial line bearing North 77°38'24" East, through a central angle of 00°49'51", for an arc length of 39.23 feet (Chord: South 11°56'41" East 39.23 feet) to the Point of Beginning containing 354 square feet, more or less. See Exhibit 'B', attached hereto and made a part hereof.

The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-



Michael R. Dequine L.S. 5614  
License expires: 9/30/2018



Date



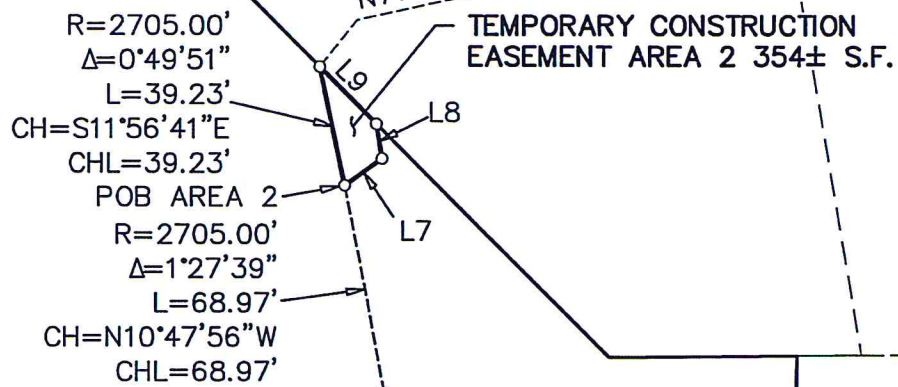




PROPERTY BOUNDARY

PARCEL 4  
6 PM 127

PARCEL 3  
6 PM 127



TRACT 1  
28 RS 26

PROPERTY BOUNDARY



TRACT 1  
28 RS 26

TRACT 2  
28 RS 26

TEMPORARY  
CONSTRUCTION  
EASEMENT  
AREA 1  
892± S.F.

POB AREA 1

LINE	BEARING	DISTANCE
L1	N14°26'36\"E	18.99'
L2	N00°51'54\"E	26.35'
L3	N25°13'49\"E	3.22'
L4	N71°10'11\"W	14.64'
L5	S18°49'49\"W	42.80'
L6	S60°43'29\"E	24.27'
L7	N54°30'26\"E	14.95'
L8	N09°16'59\"W	11.40'
L9	N45°00'06\"W	26.09'

POB = POINT OF BEGINNING  
S.F. = SQUARE FEET

SOUTHEAST  
CORNER TRACT 1  
28 RS 26

t:\active\16-1429 ita silver springs parkway extension\survey\drawing\wp\exhibits for legal descriptions\exhibit pierce temporary construction easement 16-1429.dwg



**Michael Dequine  
and Associates, Inc.**

2295 Gateway Oaks Drive, Suite 140  
Sacramento, Ca 95833  
Phone: (916) 923-5820  
Fax: (916) 923-1626

EXHIBIT B  
**APN 115-030-15  
TEMPORARY CONSTRUCTION EASEMENT**

A PORTION OF TRACT 1, 28 R.S. 26  
COUNTY OF EL DORADO, CALIFORNIA

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Sheet 1 of 1