

Seller: Presbytery of  
Sacramento  
APN: 122-720-05  
Project#: 71328  
Escrow#: 205-10789

## 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 the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, referred to herein as (“Seller”), with reference to the following facts:

### RECITALS

- A. Seller owns that certain real property located in 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 fee interest, described and depicted in Exhibit “B-1” and “B-2” and the exhibits thereto, and a slope and drainage easement described and depicted in Exhibit “C” and the exhibits thereto, and an EID utility easement described and depicted in Exhibit “D” and the exhibits thereto, and a PG&E/AT&T utility easement described and depicted in Exhibit “E” and the exhibits thereto, and temporary construction easements described and depicted in Exhibit “F-1” and “F-2”, which are attached hereto and 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:

Seller: Presbytery of  
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## AGREEMENT

### 1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by the Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in Exhibit "B-1" and "B-2" and the exhibits thereto, and as described and depicted in Exhibit "C" and the exhibits thereto, and as described and depicted in Exhibit "D" and the exhibits thereto, and as described and depicted in Exhibit "E" and the exhibits thereto, and as described and depicted in Exhibit "F-1" and "F-2", which are 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 **\$99,656.00** for the Fee acquisition, **\$28,915.00** for the Slope and Drainage Easement, **\$5,961.00** for the EID easement, **\$1,664.00** for the PG&E/AT&T easement, **\$5,060.00** for the 24 month Temporary Construction Easement, and **\$6,137.00** for the 12 month Temporary Construction Easement. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is **\$147,393.00 (One-hundred Forty-seven Thousand Three-hundred Ninety-three Dollars, exactly)**.

### 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10789, which has been opened at Placer Title Company ("Escrow Holder"), located at 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA, 95762, with Becky Slak, Escrow Officer. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the

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APN: 122-720-05  
Project#: 71328  
Escrow#: 205-10789

recording of the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than August 31, 2013, 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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Acquisition Properties; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

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

**6. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

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Sacramento  
APN: 122-720-05  
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- 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 Acquisition Properties.

**7. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the parties acknowledge and agree that the parties have entered into the Possession and Use Agreement dated November 14, 2012, granting the County the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements for the US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements. 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.

**8. WAIVER OF AND RELEASE OF CLAIMS**

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

**9. COUNTERPARTS**

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

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Sacramento  
APN: 122-720-05  
Project#: 71328  
Escrow#: 205-10789

**10. REAL ESTATE BROKER**

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

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

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds, Slope and Drainage Easement Deed, EID Utility Easement Deed, PG&E/AT&T Utility Easement Deed, and the Temporary Construction Easement Deeds prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deeds and Easement Deeds.
- C. Escrow Holder shall:
- (i) Record the Grant Deeds as described and depicted in Exhibit "B-1" and "B-2" and the exhibits thereto, and a Slope and Drainage Easement described and depicted in Exhibit "C" and the exhibits thereto, and an EID Utility Easement described and depicted in Exhibit "D" and the exhibits thereto, and a PG&E/AT&T Utility Easement described and depicted in Exhibit "E" and the exhibits thereto, and Temporary Construction Easements as described and depicted in Exhibit "F-1" and "F-2", together with County's Certificates of Acceptance.

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Sacramento  
APN: 122-720-05  
Project#: 71328  
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(ii) Deliver the just compensation to Seller.

**12. TIME IS OF THE ESSENCE**

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

**13. 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.

**14. 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: Presbytery of Sacramento  
9983 Folsom Boulevard  
Sacramento, CA 95827**

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

Seller: Presbytery of  
Sacramento  
APN: 122-720-05  
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**COPY TO: County of El Dorado  
Transportation Division  
2850 Fairlane Court  
Placerville, CA 95667**

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

Seller: Presbytery of  
Sacramento  
APN: 122-720-05  
Project#: 71328  
Escrow#: 205-10789

**20. 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.

**21. CONSTRUCTION CONTRACT WORK**

A) County or County's contractor will install a metal beam guardrail within the new right of way adjacent to the west bound off ramp and near the southerly boundary of the subject Property as depicted on the attached Exhibit "G" plan sheet, with the length, placement, and final location of the guardrail determined by the County and Caltrans.

B) County or County's contractor will provide for the relocation of the existing septic system's leach field, relocation or reasonable screening of the existing propane tank, replacement of any landscaping disturbed by reconfiguration of any of the parking lot areas, and the new planting of a row of evergreen trees 5' – 6' in height spaced 10'-15' apart for the length of the new southerly property line.

C) County or County's contractor will, at the time of construction, install any erosion control materials as specified in the project contract documents, adjacent to the construction areas for the relocated Tong Road and west bound off-ramp for US Hwy. 50. The relocation of any and all utilities within the existing and newly created utility easements will be performed by County or County's contractor or by the applicable utility (e.g. PG&E, AT&T or EID, etc.). 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.



Seller: Presbytery of  
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Project#: 71328  
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**22. 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: 122-720-05) where necessary to perform the work as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, the County will not be responsible for any maintenance, upkeep or repair of the areas that are reconstructed and re-landscaped that lie within the boundaries of the Property.

**23. 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.

**24. 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:**

**PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**

Date: 2/27/13

Marie E. Segur  
By: MARIE E. SEGUR  
Its: Treasurer & Member, Budget and  
Finance Committee

Date: 2/26/13

Richard McCormac  
RICHARD MCCORMAC  
Its: Member, Budget and Finance Committee

**COUNTY OF EL DORADO**

Date \_\_\_\_\_

\_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:  
James S. Mitrisin,  
Clerk of the Board of Supervisors

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

Order No. 205-10789  
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 THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., BEARS THE FOLLOWING (3) COURSES AND DISTANCES: (1) NORTH 81 DEGREES 22 MINUTES 06 SECONDS WEST 424.03 FEET; (2) NORTH 15 DEGREES 29 MINUTES 53 SECONDS WEST 433.11 FEET; (3) NORTH 89 DEGREES 25 MINUTES 51 SECONDS EAST 25.08 FEET; THENCE FROM THE POINT OF BEGINNING NORTH 80 DEGREES 25 MINUTES 40 SECONDS EAST 482.82 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 2,340.00 FEET AN ARC DISTANCE OF 44.73 FEET; THENCE NORTHWESTERLY TO A POINT FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 25 MINUTES 51 SECONDS WEST 986.43 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 51 SECONDS WEST 393.00 FEET; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NO.:122-720-05-100

EXHIBIT "B-1"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

CT#  
APN 122-720-05

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

Above Section for Recorder's Use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, 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 addition, the Grantor hereby releases and relinquishes to the grantee, any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to the adjacent freeway right of way as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR: PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**

By: \_\_\_\_\_  
MARIE E. SEGUR  
Its: Treasurer & Member,  
Budget and Finance Committee

By: \_\_\_\_\_  
RICHARD MCCORMAC  
Its: Member, Budget & Finance Committee

**NOTARY ACKNOWLEDGMENT FOLLOWS**

**EXHIBIT A**

**APN 122-720-05**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

**FEE**

All that portion of said property lying south and southwesterly of the following described line:

**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East, 182.68 feet to the **Point of Beginning**; thence leaving last said westerly line, South 68°07'43" East, 134.83 feet to the beginning of a curve concave northeasterly, having a radius of 700.00 feet and a chord bearing South 83°17'50" East 366.32 feet; thence southeasterly through a central angle of 30°20'14", 370.64 feet along said curve to the southeast corner of last said TRACT 1 and a 3/4" Iron Pipe stamped RCE 20329-1991, as shown on last said Record of Survey and the **Point of Termination**.

Containing 32,910 square feet or 0.76 acres, more or less.

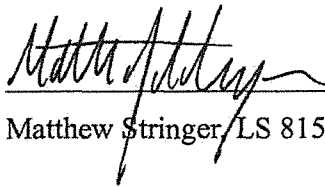
See Exhibit "B", attached hereto and made a part hereof.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee, any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Matthew Stringer, LS 8151

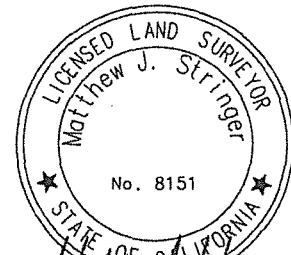


January 25, 2013  
Date

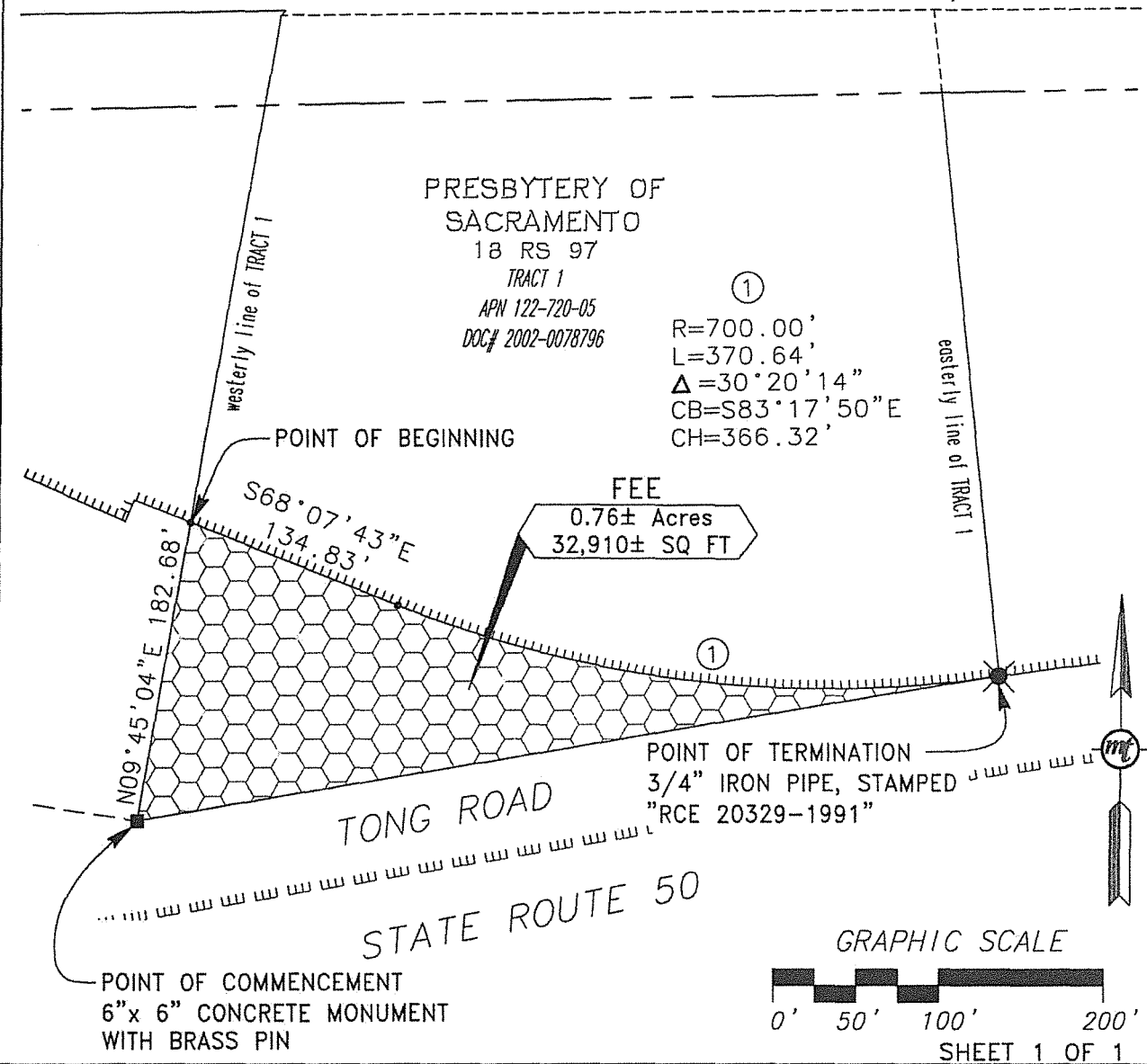
EXHIBIT "B"

**LEGEND**

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT
- TYPICAL



*Matthew J. Stringer*  
January 25, 2013




  
 DWG. BY RPM  
 CK. BY MJS  
 SCALE  
 1"=100'

EXHIBIT "B"  
 APN 122-720-05  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
 7300 Folsom Blvd, Ste. 203  
 Sacramento, CA 95826  
 (916) 381-9100

WHEN RECORDED, RETURN TO:

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

APN 122-720-05

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant Deed dated

\_\_\_\_\_, 2013 from the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

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



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN 122-720-05

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

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, 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:**  
**PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**

\_\_\_\_\_  
By: MARIE E. SEGUR

\_\_\_\_\_  
By: RICHARD MCCORMAC

Its: Treasurer & Member,  
Budget and Finance Committee

Its: Member,  
Budget and Finance Committee

**NOTARY ACKNOWLEDGEMENT FOLLOWS**

**EXHIBIT A**

**APN 122-720-05**

**LEGAL DESCRIPTION**

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**FEE**

**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East 471.28 feet to the **Point of Beginning**; thence continuing along last said westerly line, North 09°45'04" East 22.91 feet to the northerly line of last said TRACT 1; thence leaving last said westerly line and along last said northerly line, North 89°27'14" East 107.71 feet; thence leaving last said northerly line, South 78°03'15" West 114.06 feet to the **Point of Beginning**.

Containing 1,214 square feet or 0.03 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

Albert DeLeon  
Albert DeLeon, LS 7716  
License expires 3-31-13

July 19, 2011  
Date

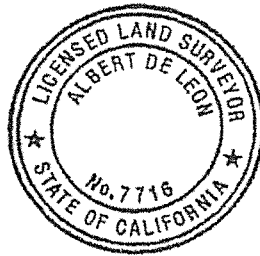


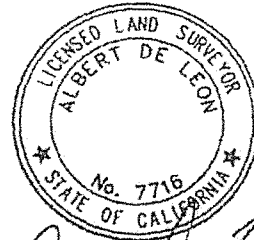
EXHIBIT "B"

**LEGEND**

- PROPOSED & EXISTING
- ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL
- ⊗ 3/4" IRON PIPE, STAMPED "RCE 20329-1991"

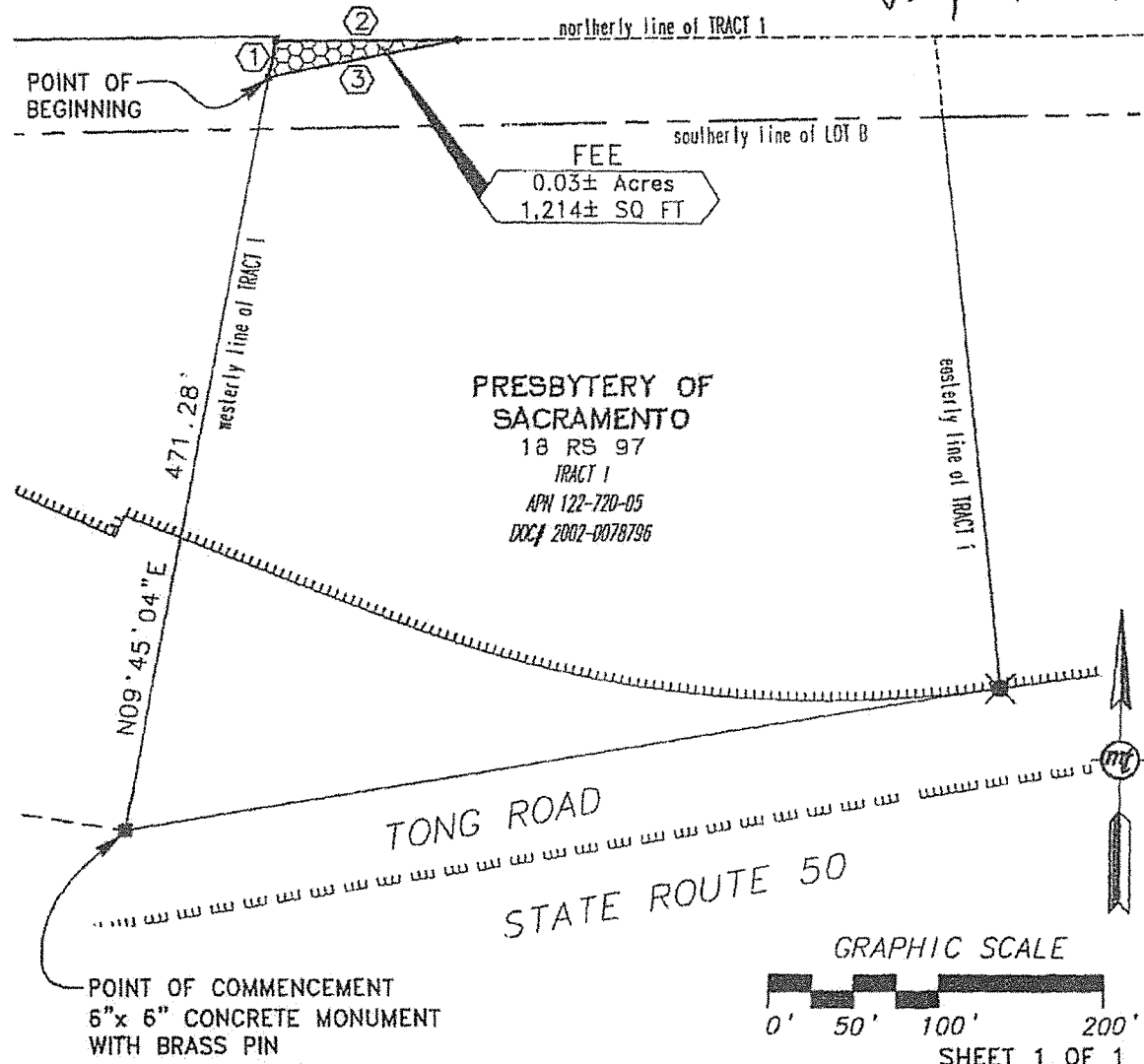
**LINE TABLE**

- ① N09°45'04"E 22.91'
- ② N89°27'14"E 107.71'
- ③ S78°03'15"W 114.06'



*Albert De Leon*  
July 19, 2011

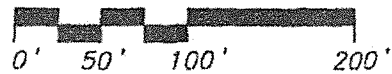
SUB'D J-21  
LOT B



PRESBYTERY OF  
SACRAMENTO  
18 RS 97  
TRACT 1  
APN 122-720-05  
DOC# 2002-0078796

TONG ROAD  
STATE ROUTE 50

GRAPHIC SCALE



SHEET 1 OF 1



EXHIBIT "B"  
APN 122-720-05  
IN THE COUNTY OF EL DORADO  
STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
7300 Folsom Blvd, Ste. 203  
Sacramento, CA 95826  
(916) 381-9100

DWG. BY RPM  
CK. BY MJS

SCALE  
1"=100'

WHEN RECORDED, RETURN TO:

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

APN 122-720-05

**CERTIFICATE OF ACCEPTANCE**

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\_\_\_\_\_, 2013 from the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

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

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

APN 122-720-05

Above section for Recorder's use

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

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all those certain real properties 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:  
PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**

By: MARIE E. SEGUR

By: RICHARD MCCORMAC

Its: Treasurer & Member,  
Budget and Finance Committee

Its: Member,  
Budget and Finance Committee

**Notary Acknowledgements Follow**

**EXHIBIT A**

**APN 122-720-05**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

**SLOPE & DRAINAGE EASEMENT**

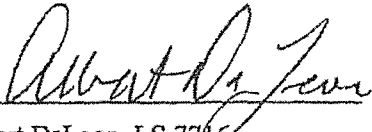
**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East 426.75 feet to the **Point of Beginning**; thence continuing along last said westerly line, North 09°45'04" East 44.53 feet; thence leaving last said westerly line, North 78°03'15" East 114.06 feet to the northerly line of last said TRACT 1; thence along last said northerly line, North 89°27'14" East 171.45 feet; thence leaving last said northerly line, South 71°26'15" West 247.41 feet; thence North 80°14'56" West 56.86 feet to the **Point of Beginning**.

Containing 11,384 square feet or 0.26 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

  
Albert DeLeon, LS 7716  
License expires 3-31-13

July 19, 2011  
Date

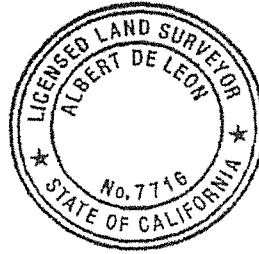
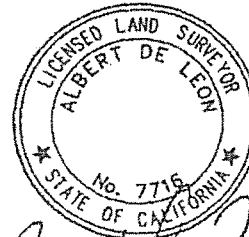




EXHIBIT "B"

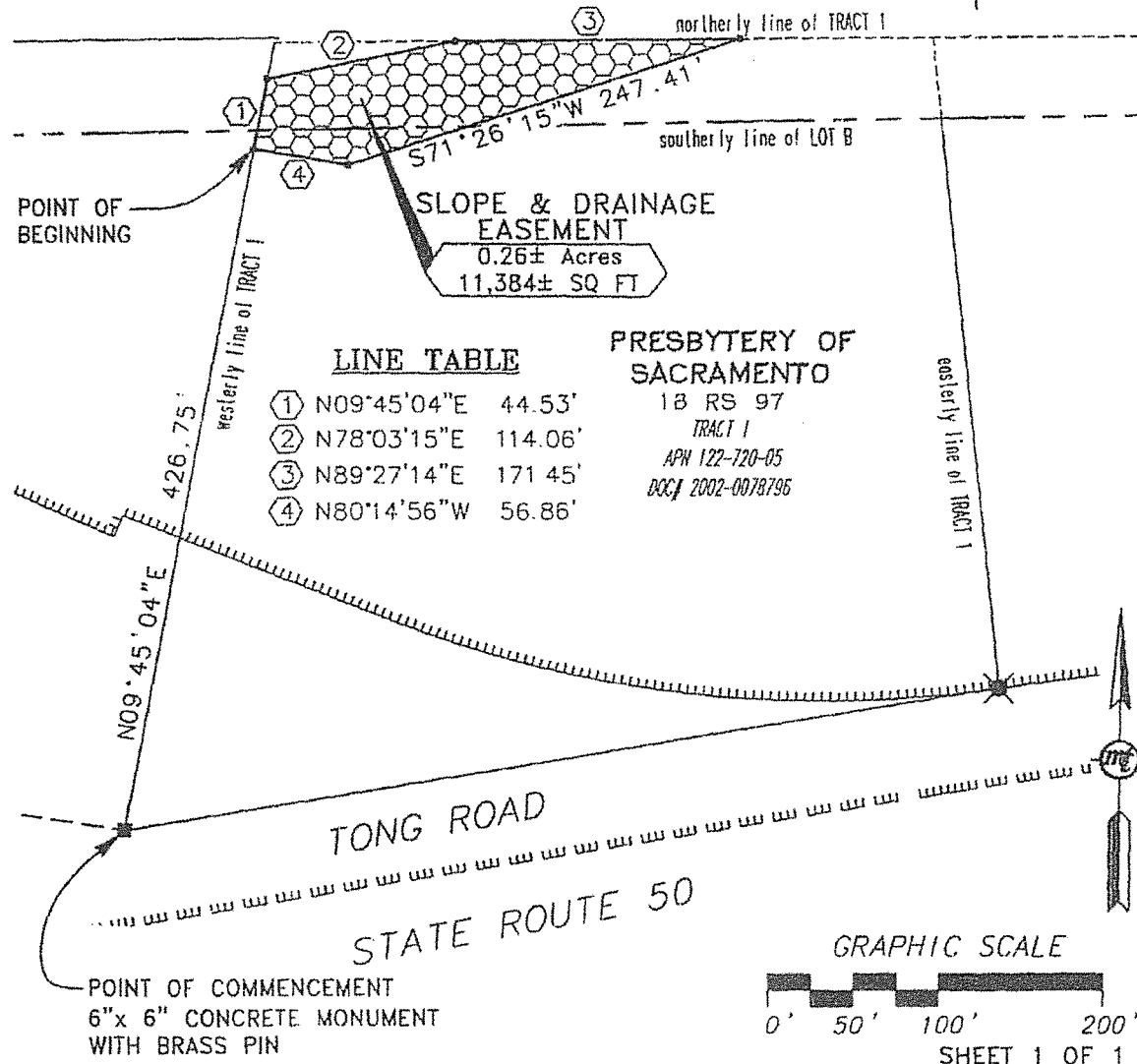
**LEGEND**

- PROPOSED & EXISTING
- ||| ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL
- ⊗ 3/4" IRON PIPE, STAMPED "RCE 20329-1991"



*Albert de Leon*  
July 19, 2014

SUB'D J-21  
LOT B



**LINE TABLE**

①	N09°45'04"E	44.53'
②	N78°03'15"E	114.06'
③	N89°27'14"E	171.45'
④	N80°14'56"W	56.86'

**PRESBYTERY OF SACRAMENTO**

18 RS 97  
TRACT 1  
APN 122-720-05  
DCC# 2002-0078796



EXHIBIT "B"  
APN 122-720-05  
IN THE COUNTY OF EL DORADO  
STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
7300 Folsom Blvd, Ste. 203  
Sacramento, CA 95826  
(916) 381-9100

DWG. BY RPM  
CK. BY MJS

SCALE  
1"=100'

WHEN RECORDED, RETURN TO:

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

APN 122-720-05

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Slope and Drainage Easement Deed dated

\_\_\_\_\_, 2013 from the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

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

Recording Requested By, & When Recorded  
Mail to: El Dorado Irrigation District  
c/o Thomas D. Cumpston, General Counsel  
2890 Mosquito Road  
Placerville, CA 95667

Documentary Transfer Tax \$\_\_\_\_\_ RTT 11922  
\_\_\_ Computed on full value of property conveyed  
\_\_\_ Or computed on full value less liens and  
encumbrances remaining at time of sale.

EID \_\_\_\_\_  
Signature of declarant of agent determining tax  
Permission to use pipeline from Grantor  
Project Name: US Hwy. 50/Silva Valley Parkway IC  
Parcel No.: 122-720-05

For Recorder's Use Only

GRANT OF EASEMENT

**PRESBYTERY OF SACRAMENTO, a California non-profit corporation**, hereinafter called GRANTOR, does hereby grant to the EL DORADO IRRIGATION DISTRICT, its successors and assigns, hereinafter called GRANTEE, permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" and EXHIBIT "B"

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved by Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

The Grantee agrees that other public utilities such as storm sewer, telephone lines, gas, and electric lines, may be installed in the above described easement as long as they do not interfere with the Grantee's rights herein granted. All public utilities, crossing the easement herein granted, must cross at right angles, where feasible, and any and all of said utilities which parallel the Grantee's facilities will not be permitted within four feet of said Grantee facilities, or as otherwise approved by Grantee. All surface and sub-surface uses of the easement shall be approved in writing by the Grantee prior to installation.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed (his) (her) (their) name(s) this \_\_\_\_ day of \_\_\_\_\_, 2013.

PRESBYTERY OF SACRAMENTO, a  
California non-profit corporation

\_\_\_\_\_  
By: Marie E. Segur  
Its: Treasurer & Member,  
Budget and Finance Committee

\_\_\_\_\_  
By: Richard McCormac, Member,  
Budget and Finance Committee

**EXHIBIT A**

**APN 122-720-05**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

**EID EASEMENT**


**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of said Parcel, North 09°45'04" East 494.19 feet to the northerly line of said TRACT 1; thence along said northerly line, North 89°27'14" East 365.26 feet to the **Point of Beginning**; thence continuing along said northerly line, North 89°27'14" East 20.00 feet; thence leaving said northerly line, South 00°41'45" East 37.57 feet; thence South 89°18'15" West 83.71 feet; thence South 33°03'15" West 53.43 feet to the northeasterly line of the GRANT OF EASEMENT to the EL DORADO IRRIGATION DISTRICT, recorded September 12, 1996 in Book 4767 of Deeds, Page 244, El Dorado County Records; thence along said northeasterly line, North 51°09'05" West 20.10 feet; thence leaving said northeasterly line, North 33°03'15" East 62.09 feet; thence North 89°18'15" East 74.40 feet; thence North 00°41'45" West 17.63 feet to the **Point of Beginning**.

Containing 3,288 square feet or 0.08 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 (CORS96), Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Albert DeLeon, LS 7716  
License expires 3-31-13

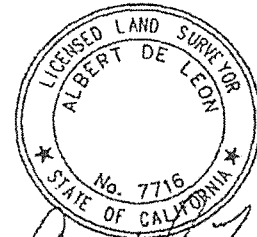
March 6, 2012  
Date



EXHIBIT "B"

**LEGEND**

- EXISTING
- ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL
- ⊗ 3/4" IRON PIPE, STAMPED "RCE 20329-1991"



*Albert de Leon*  
March 6, 2012

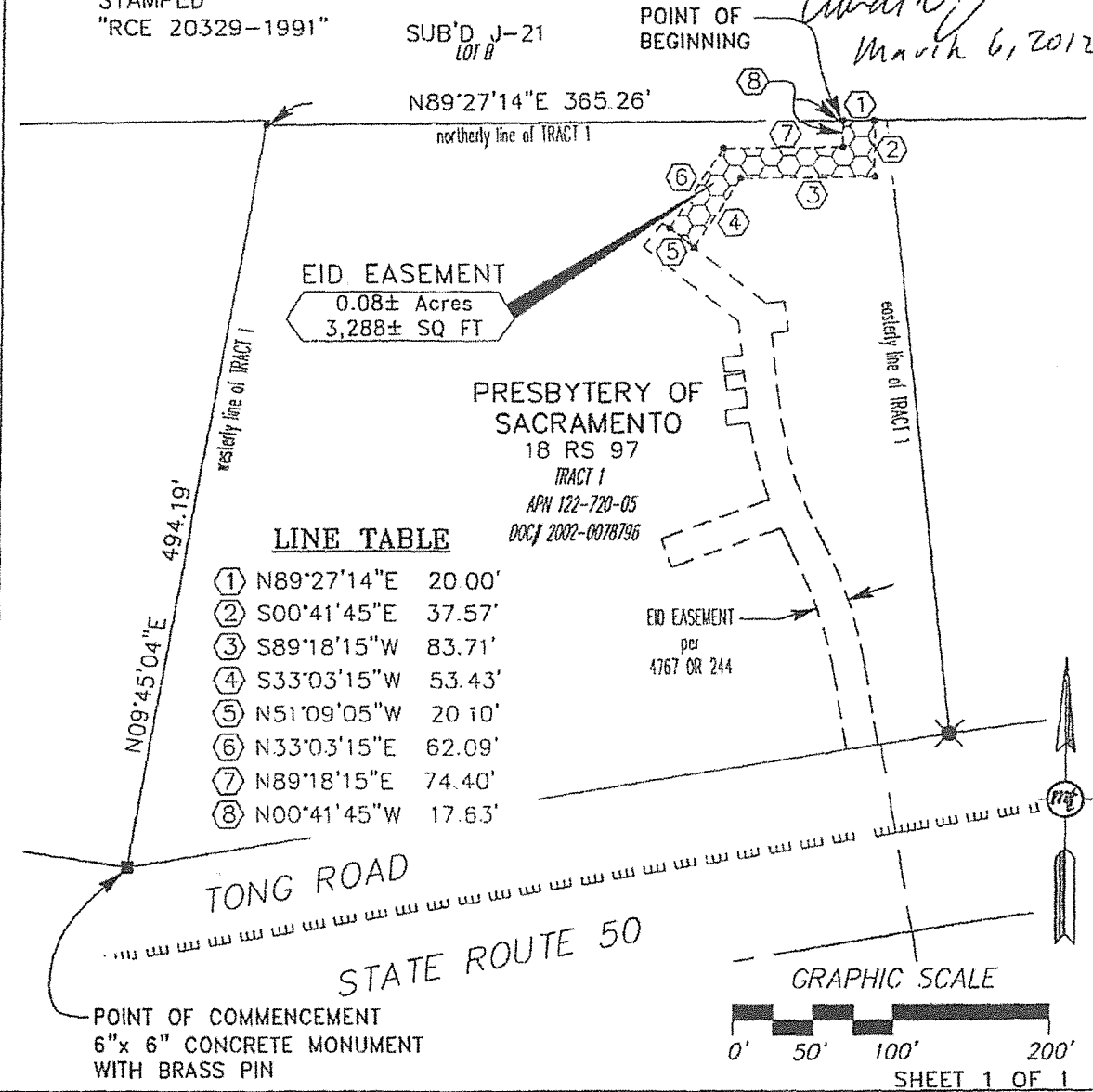


	EXHIBIT "B" APN 122-720-05 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	DWG. BY BB CK. BY MJS	SCALE 1"=100'	

CERTIFICATE OF ACCEPTANCE  
(California Government Code §27281)

This is to certify that the interest in real property conveyed by the Grant of Easement dated \_\_\_\_\_, 2013, from the **PRESBYTERY OF SACRAMENTO, a California non-profit corporation**, (APN 122-720-05), to El Dorado Irrigation District, a special district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the El Dorado Irrigation District pursuant to the authority conferred by Resolution No. 2010-019 of the Board of Directors of El Dorado Irrigation District adopted on April 12, 2010, and grantee consents to recordation thereof by its duly authorized officer.

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

By: \_\_\_\_\_  
Jim Abercrombie  
General Manager

ATTEST:

\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board  
El Dorado Irrigation District

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas D. Cumpston  
General Counsel

EXHIBIT "E"

Distribution Easement (Rev. 01/11)

RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
*Land Services Office*  
*343 Sacramento Street*  
*Auburn CA 95603*

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2109-08-0368

EASEMENT DEED

PRESBYTERY OF SACRAMENTO, CALIFORNIA, a California non profit corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and PACIFIC BELL TELEPHONE COMPANY, a California corporation, doing business as AT&T California, hereinafter collectively called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of El Dorado, State of California, described as follows:

(APN: 122-720-05)

The parcel of land described in the deed from Triumphant Life Church of El Dorado Hills to Presbytery of Sacramento, California, dated October 11, 2002 and recorded as Serial No. 2002-78796, Official Records of El Dorado County.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.



Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: \_\_\_\_\_, \_\_\_\_\_.

PRESBYTERY OF SACRAMENTO,  
CALIFORNIA, a California non profit  
corporation,

By: \_\_\_\_\_  
MARIE E. SEGUR, Treasurer & Member,  
Budget and Finance Committee

By: \_\_\_\_\_  
RICHARD MCCORMAC, Member,  
Budget and Finance Committee

North Valley Area 6  
Auburn Land Service Office  
Operating Department Electric Distribution  
USGS Loc: M.D.M. T.9N., R.8E., Section 1SE4/SW4:  
FERC License Number(s): N/A  
PG&E Drawing Number(s): N/A  
PLAT NO. J-35-19  
LD of any affected documents: N/A  
LD of any Cross-referenced documents: N/A  
TYPE OF INTEREST: 3, 6 & 43  
SBE Parcel Number: N/A  
(For Quitclaims, % being quitclaimed) N/A  
Order # or PM #: 30855164  
JCN: N/A  
County: El Dorado  
Utility Notice Numbers: N/A  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: SMc  
Checked By: PHF  
Revision Number: N/A

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here insert name and title of the officer

personally appeared \_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

## EXHIBIT A

APN 122-720-05

### LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

#### PG&E AND AT&T EASEMENT

Being a 20.00 foot wide strip of land, the centerline of which is described as follows:

**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of said Parcel, as shown on the Map titled "AMENDED RECORD OF SURVEY", filed August 30, 2011 in Book 33 of Record of Surveys, at Page 3, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East, 182.68 feet; thence leaving said westerly line, South 68°07'43" East, 134.83 feet to the beginning of a curve concave northeasterly, having a radius of 700.00 feet and a chord bearing South 82°20'25" East 343.70 feet; thence southeasterly through a central angle of 28°25'23", 347.25 feet along said curve to the **Point of Beginning**; thence North 06°47'46" West 141.23 feet to a point here and after referred to as **Point "A"**; thence North 27°39'09" West 230.90 feet; thence North 03°38'25" West 9.43 feet to the **Point of Termination** on the southerly line of LOT B as said lot is shown on the map titled "SERRANO VILLAGE A – UNIT 6", filed April 1, 2004 in Book J of Maps, at Page 21, El Dorado County Records, which bears along said southerly line, South 88°52'05" West 109.88 feet from a 3/4" rebar with aluminum cap stamped "PROP CORNER LS 6013", as shown on said "AMENDED RECORD OF SURVEY "

Together with a 20.00 foot wide strip of land, the centerline of which is described as follows:

**Beginning** at the above described **Point "A"**; thence North 37°46'18" East 36.18 feet to the **Point of Termination** on the easterly line of said Parcel, which bears along last said easterly line, South 06°06'25" East 188.58 feet from said 3/4" rebar.

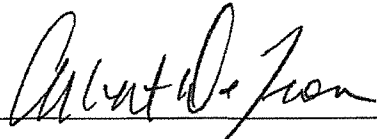
The side lines of both strips of land shall be lengthened or shortened to extend to said southerly line of LOT B, easterly line of said Parcel in the CORPORATION GRANT DEED.

Together containing 8,139 square feet or 0.187 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 (CORS96), Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Albert DeLeon, LS 7716  
License expires 3-31-13



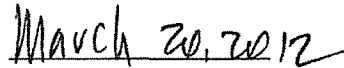
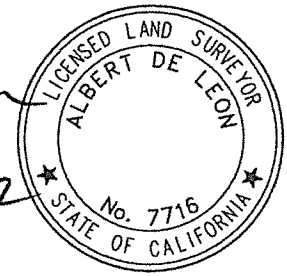
  
Date

EXHIBIT "B"

*Albert De Leon*  
March 20, 2012



SUB'D J-21  
LOT B

**LEGEND**

- EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT
- TYPICAL

**LINE TABLE**

- ① N03°38'25"W 9.43'
- ② S88°52'05"W 109.88'(TIE)
- ③ N37°46'18"E 36.18'

3/4" REBAR WITH CAP,  
STAMPED "PROP CORNER  
LS 6013"

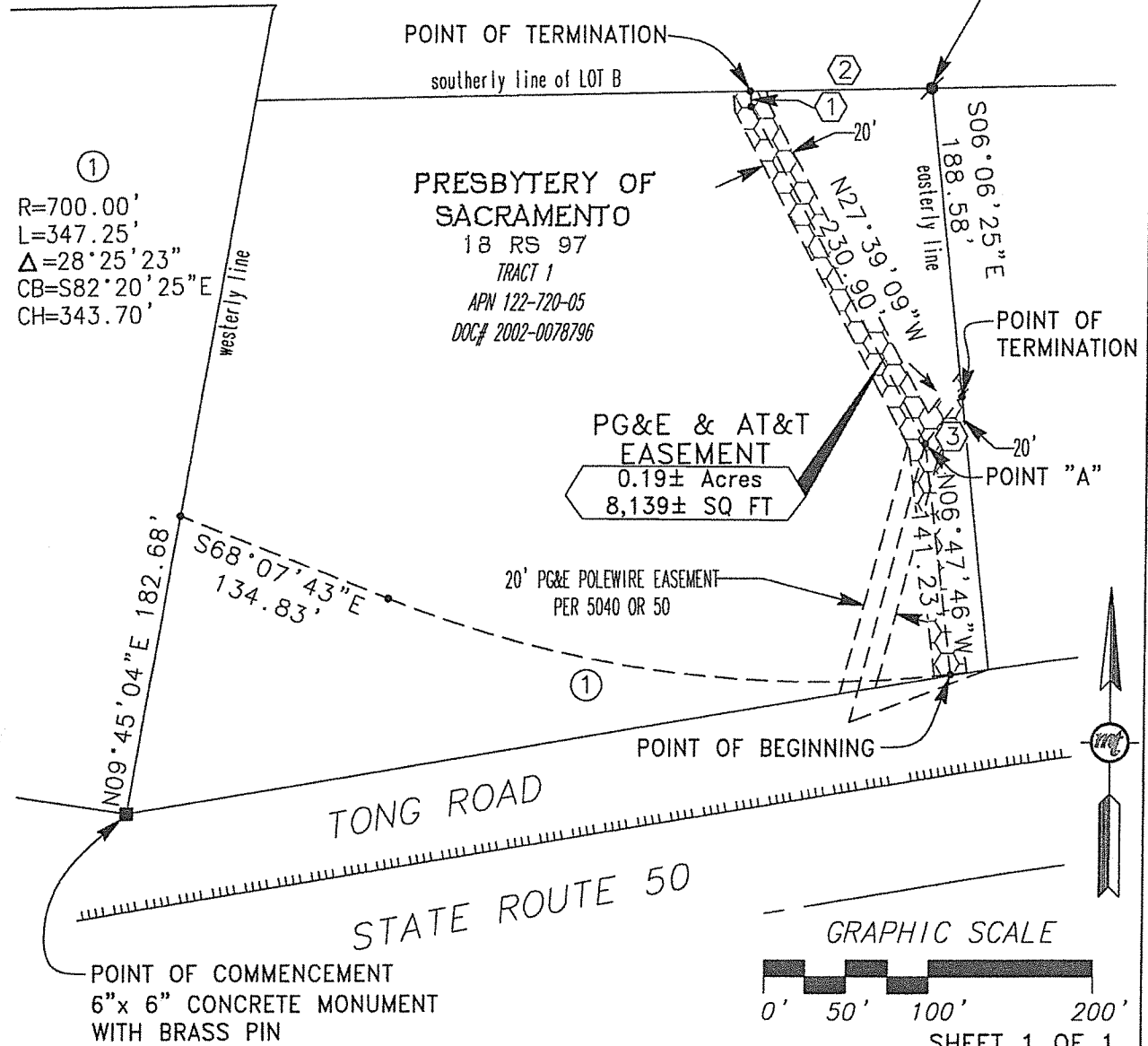


EXHIBIT "B"  
APN 122-720-05  
IN THE COUNTY OF EL DORADO  
STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
7300 Folsom Blvd, Ste. 203  
Sacramento, CA 95826  
(916) 381-9100

DWG. BY BB	SCALE
CK. BY MJS	1"=100'

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Transportation Division  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Assessor's Parcel Number: 122-720-05

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: US Hwy. 50 / Silva Valley Parkway Interchange  
Project #71328

**TEMPORARY CONSTRUCTION EASEMENT**

**PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, 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-1" and "A-2", and Exhibits "B-1" and "B-2", attached hereto and made a part hereof.

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

1. In consideration of \$5,060.00 (Five-Thousand Sixty Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit "A-1" and "A-2" and depicted on the map in Exhibit "B-1" and "B-2", attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the US Hwy. 50/Silva Valley Parkway Interchange Project #71328. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "F-1"

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 directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$210.83 (Two-hundred Ten Dollars, and 83/100ths 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.

**GRANTOR:**

**PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**

Executed on this date: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
MARIE E. SEGUR

By: \_\_\_\_\_  
RICHARD MCCORMAC

Its: Treasurer & Member,  
Budget and Finance Committee

Its: Member,  
Budget and Finance Committee

**Notary Acknowledgements Follow**

**EXHIBIT A-1**

**APN 122-720-05**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East 494.19 feet to the northerly line of last said TRACT 1; thence along last said northerly line, North 89°27'14" East 303.89 feet to the **Point of Beginning**; thence continuing along last said northerly line, North 89°27'14" East 89.11 feet to the northeast corner of last said TRACT 1; thence leaving last said northerly line and along the easterly line of last said TRACT 1, South 06°06'25" East 80.38 feet; thence leaving last said easterly line, South 89°27'14" West 46.69 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 37.61 feet and a chord bearing North 47°42'36" West 57.16 feet; thence northwesterly through a central angle of 98°54'02", 64.92 feet along said curve; thence North 11°56'45" West 41.97 feet to the **Point of Beginning**.

Containing 5,611 square feet or 0.13 acres, more or less.

See Exhibit "B-1", attached hereto and made a part hereof.



Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35.  
Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to  
obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

Albert DeLeon  
Albert DeLeon, LS 7716  
License expires 3-31-13

July 12, 2012  
Date

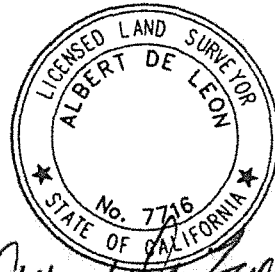


EXHIBIT "B-1"

**LEGEND**

- ||| PROPOSED & EXISTING ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL
- ⊗ 3/4" IRON PIPE, STAMPED "RCE 20329-1991"

①  
 $R=37.61'$   
 $L=64.92'$   
 $\Delta=98^{\circ}54'02''$   
 $CB=N47^{\circ}42'36''W$   
 $CH=57.16'$



*Albert De Leon*  
 July 12, 2012

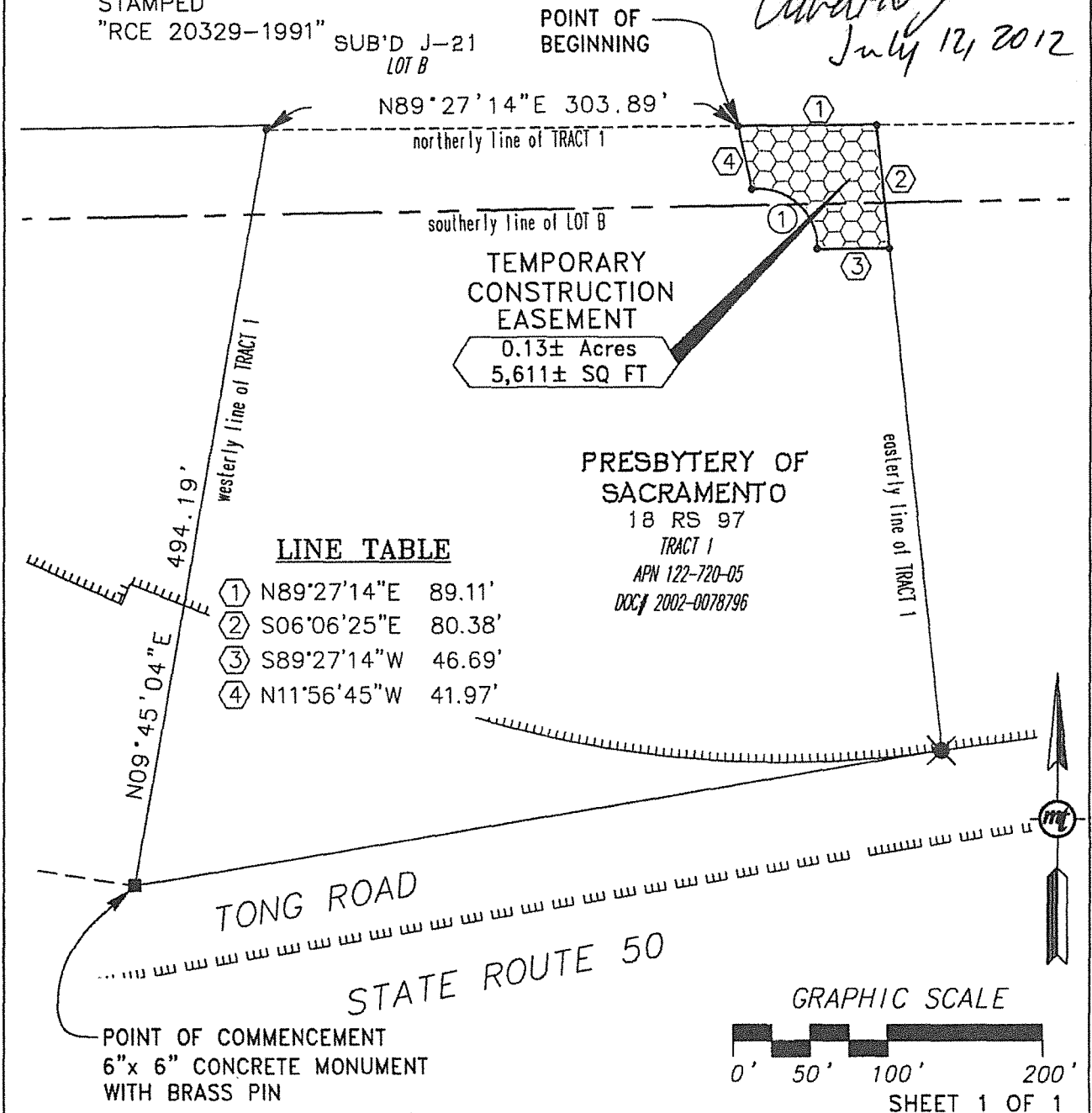


EXHIBIT "B-1"  
 APN 122-720-05  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
 7300 Folsom Blvd, Ste. 203  
 Sacramento, CA 95826  
 (916) 381-9100

DWG. BY RPM  
 CK. BY MJS

SCALE  
 1"=100'

**EXHIBIT A-2**

**APN 122-720-05**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East, 182.68 feet; thence leaving last said westerly line, South 68°07'43" East, 134.83 feet to the beginning of a curve concave northeasterly, having a radius of 700.00 feet and a chord bearing South 74°21'03" East 151.73 feet; thence southeasterly through a central angle of 12°26'39", 152.03 feet along said curve to the **Point of Beginning**; thence continuing along last said 700.00 foot radius curve, southeasterly through a central angle of 15°46'34", 192.74 feet; thence North 01°31'26" West 15.06 feet to the beginning of a non-tangent curve concave to the north, having a radius of 685.00 feet and a chord bearing North 88°27'41" West 190.51 feet; thence westerly through a central angle of 15°59'13", 191.13 feet along said curve; thence South 04°38'36" West 15.05 feet to the **Point of Beginning**.

Containing 2,879 square feet or 0.07 acres, more or less.

See Exhibit "B-2", attached hereto and made a part hereof.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35.  
Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to  
obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

Albert DeLeon

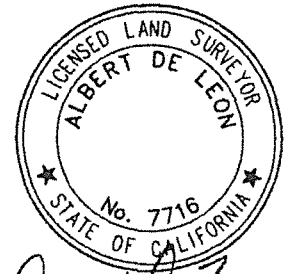
Albert DeLeon, LS 7716

License expires 3-31-13

July 12, 2012  
Date



EXHIBIT "B-2"



**LEGEND**

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

①  
 R=700.00'  
 L=152.03'  
 $\Delta=12^{\circ}26'39''$   
 CB=S74^{\circ}21'03"E  
 CH=151.73'

②  
 R=700.00'  
 L=192.74'  
 $\Delta=15^{\circ}46'34''$   
 CB=S88^{\circ}27'39"E  
 CH=192.13'

③  
 R=685.00'  
 L=191.13'  
 $\Delta=15^{\circ}59'13''$   
 CB=N88^{\circ}27'41"W  
 CH=190.51'

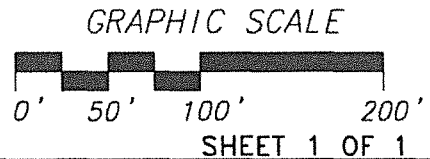
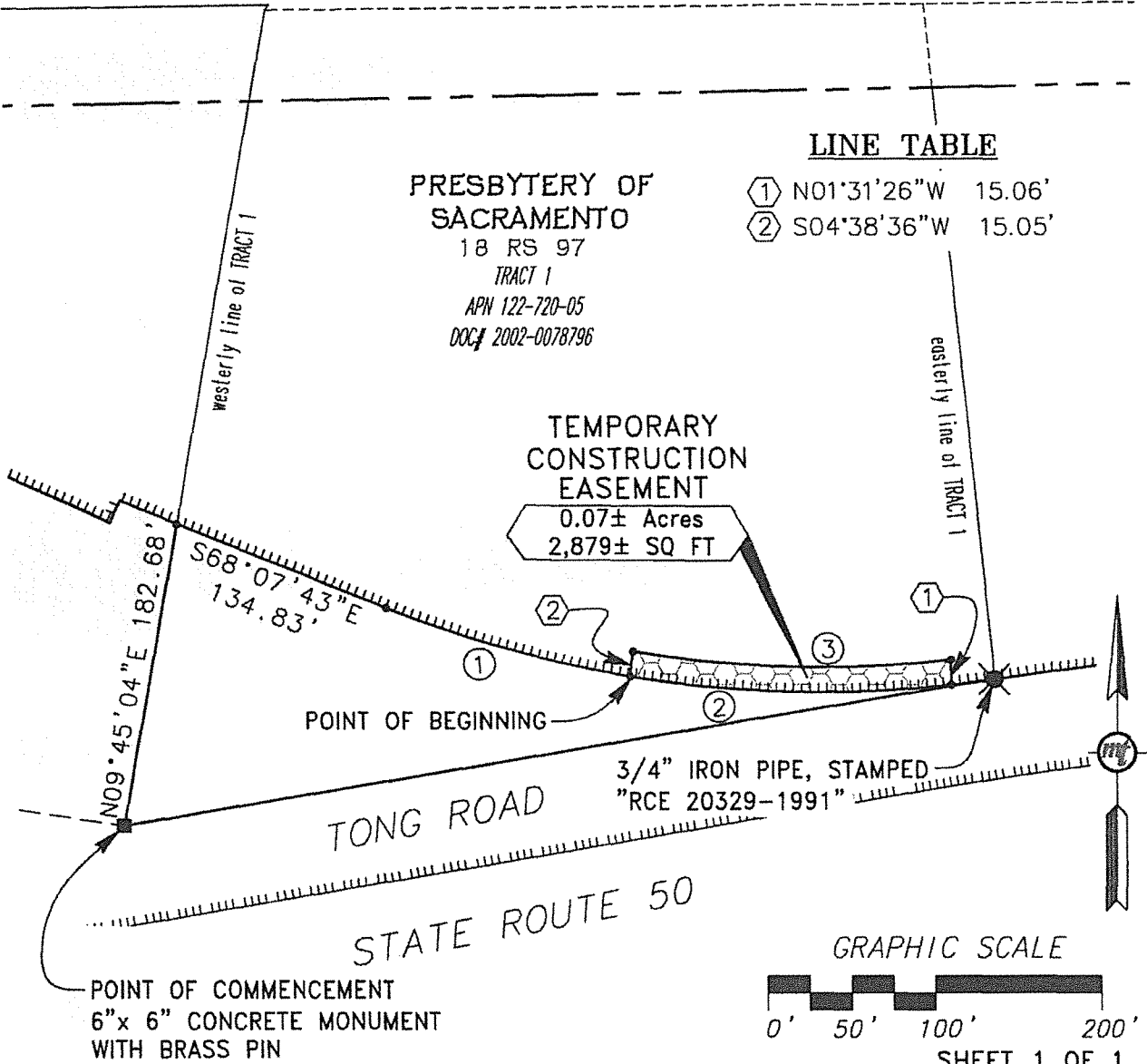
*Albert De Leon*  
 July 12, 2012

**LINE TABLE**

①	N01^{\circ}31'26"W	15.06'
②	S04^{\circ}38'36"W	15.05'

PRESBYTERY OF SACRAMENTO  
 18 RS 97  
 TRACT 1  
 APN 122-720-05  
 DOC# 2002-0078796

TEMPORARY CONSTRUCTION EASEMENT  
 0.07± Acres  
 2,879± SQ FT



DWG. BY RPM  
 CK. BY MJS

SCALE  
 1"=100'

EXHIBIT "B-2"  
 APN 122-720-05  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
 7300 Folsom Blvd, Ste. 203  
 Sacramento, CA 95826  
 (916) 381-9100

WHEN RECORDED, RETURN TO:

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

APN 122-720-05

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement Deed dated

\_\_\_\_\_, 2013 from the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison,  
Clerk of the Board of Supervisors

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

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Transportation Division  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Assessor's Parcel Number: 122-720-05

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: US Hwy. 50 / Silva Valley Parkway Interchange  
Project #71328

### TEMPORARY CONSTRUCTION EASEMENT

**PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, 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 Exhibit "A" and Exhibit "B", attached hereto and made a part hereof.

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

1. In consideration of \$6,137.00 (Six-Thousand One-Hundred Thirty-seven Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit "A" and depicted on the map in Exhibit "B", attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the US Hwy. 50/Silva Valley Parkway Interchange Project #71328, specifically for entry on the subject parcel to replace the leach field for the septic system. 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 after the final inspection of the replacement leach field. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "F-2"

4. Compensation under this temporary construction easement covers the construction period estimated to be 12 (Twelve) months of construction, together with the one-year warranty period. In the event that construction of the leach field is not completed within 12 (Twelve) months of commencement of construction directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$511.39 (Five-hundred eleven Dollars, and 39/100ths 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.

**GRANTOR:**  
**PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**

Executed on this date: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
 MARIE E. SEGUR

By: \_\_\_\_\_  
 RICHARD MCCORMAC

Its: Treasurer & Member,  
 Budget and Finance Committee

Its: Member,  
 Budget and Finance Committee

**Notary Acknowledgements Follow**



**EXHIBIT A**

**APN 122-720-05**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

**Commencing** at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of said Parcel, as shown on the Map titled "AMENDED RECORD OF SURVEY", filed August 30, 2011 in Book 33 of Record of Surveys, at Page 3, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East, 182.68 feet to the **Point of Beginning**; thence leaving said westerly line, South 68°07'43" East, 134.83 feet to the beginning of a curve concave northeasterly, having a radius of 700.00 feet and a chord bearing South 70°26'57" East 56.68 feet; thence southeasterly through a central angle of 04°38'27", 56.70 feet along said curve; thence North 112.66 feet; thence North 60°00'00" West 113.51 feet; thence West 63.01 feet to last said westerly line; thence along last said westerly line, South 09°45'04" West 101.69 feet to the **Point of Beginning**.

Containing 20,593 square feet or 0.473 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 (CORS96), Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Albert DeLeon, LS 7716

License expires 3-31-13

March 22, 2012

Date

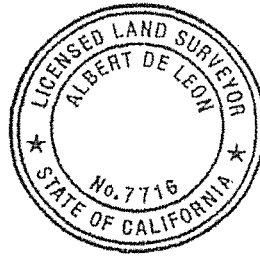
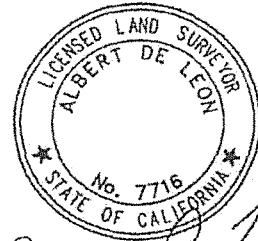


EXHIBIT "B"

**LEGEND**

- EXISTING
- LLL ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

SUB'D J-21  
LOT B



*Albert De Leon*  
March 22, 2012

**LINE TABLE**

① WEST 63.01'

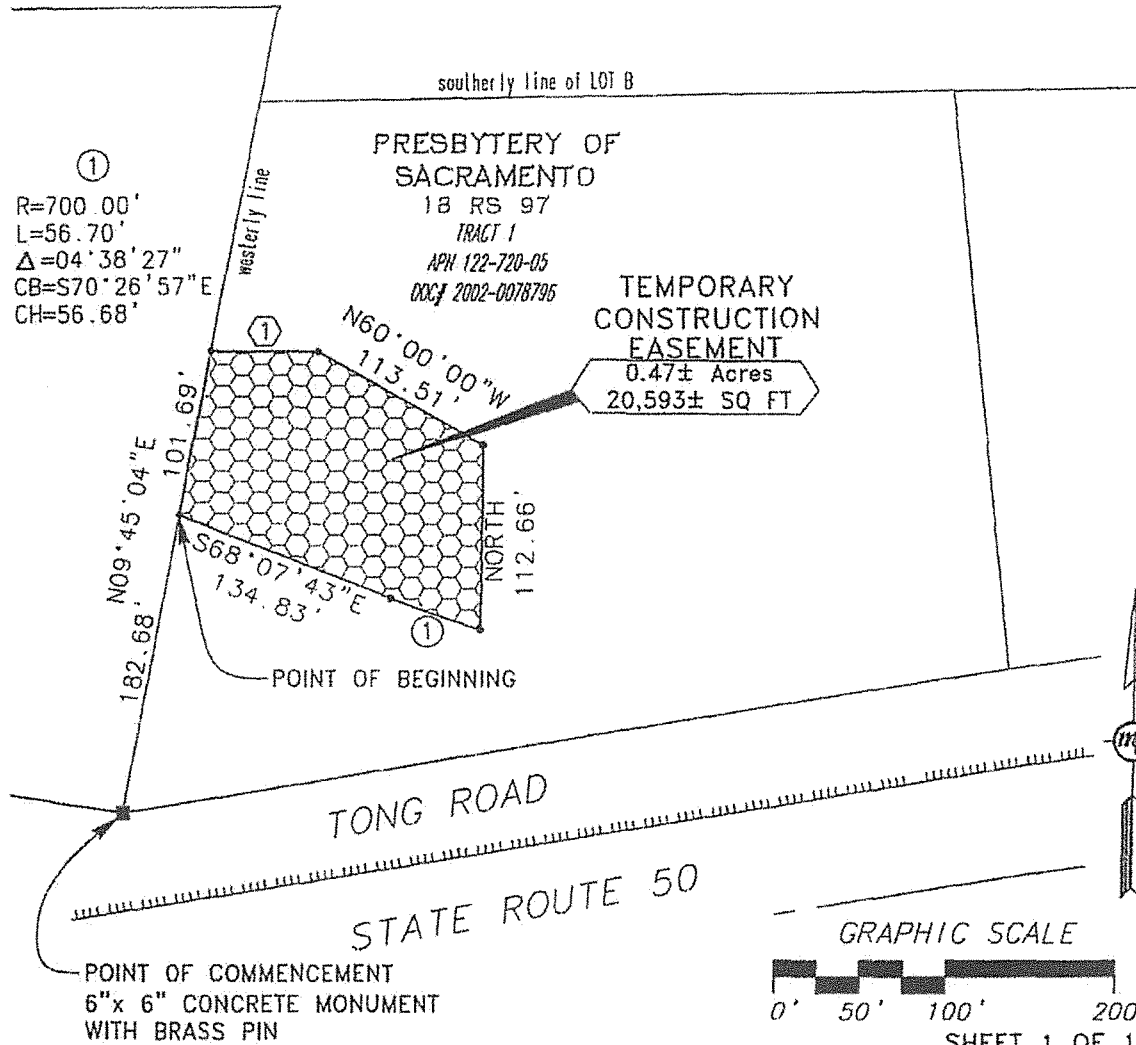


		EXHIBIT "B"		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
APN 122-720-05		IN THE COUNTY OF EL DORADO		
STATE OF CALIFORNIA				
DWG. BY RPM	SCALE			
CK. BY MJS	1"=100'			

WHEN RECORDED, RETURN TO:

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

APN 122-720-05

---

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement Deed dated

\_\_\_\_\_, 2013 from the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

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

FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA,  
CONTACT RIGHT OF WAY ENGINEERING AT DISTRICT OFFICE.

CURVE DATA

No.	R	Δ	T	L
③	2186.00'	54°35'05"	1127.91'	2082.56'
⑤	2025.08'	48°45'19"	917.66'	1723.22'
②②	2206.93'	07°00'38"	135.19'	270.04'
⑨⑨	2238.93'	10°10'48"	199.43'	397.80'
⑩⑩	1967.08'	16°56'00"	292.81'	581.35'
⑩④	669.70'	18°02'29"	106.32'	210.88'

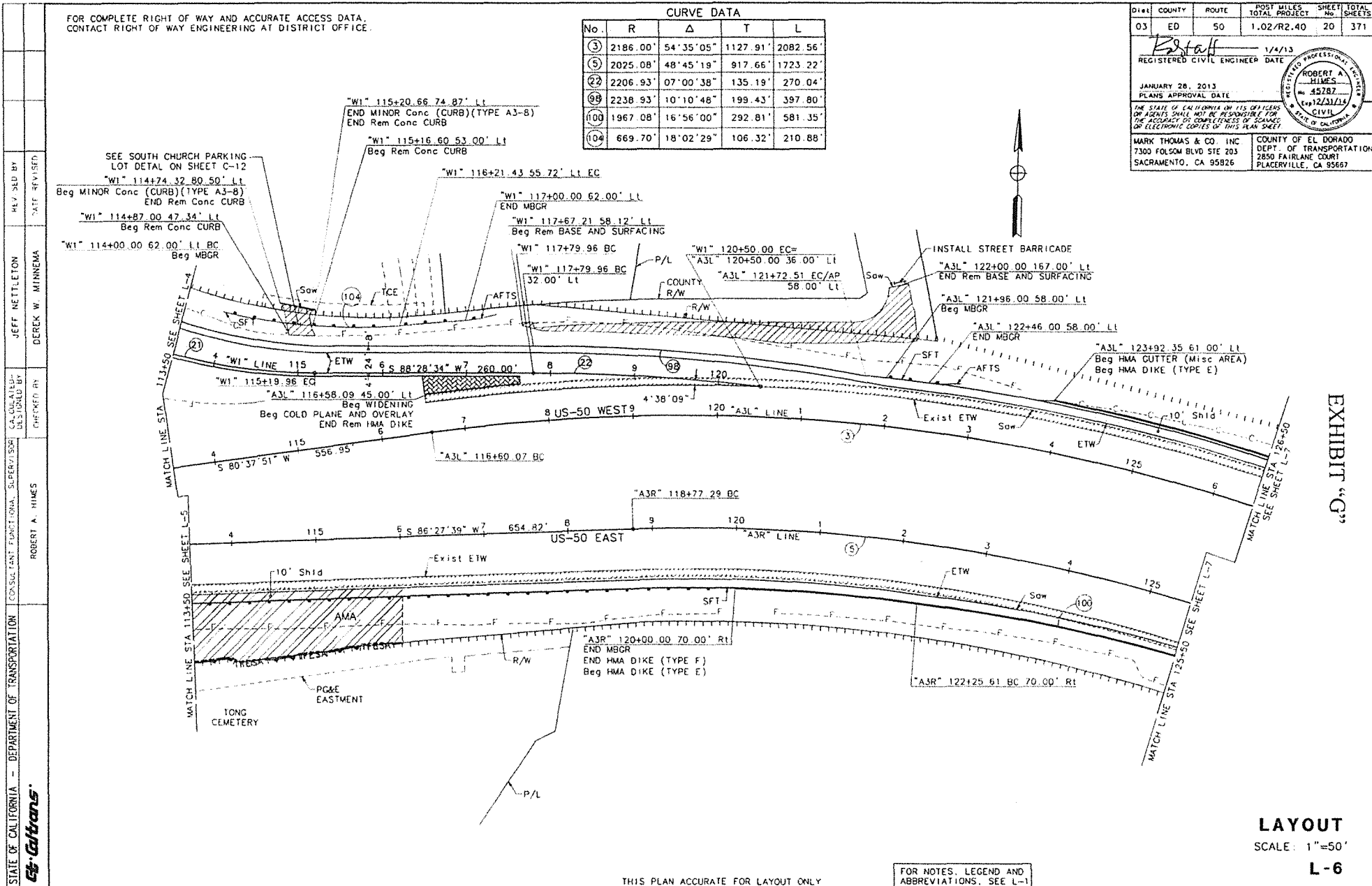
Dist:	COUNTY:	ROUTE:	POST MILES:	SHEET No.:	TOTAL SHEETS:
03	ED	50	1.02/R2.40	20	371

E. Staff  
 REGISTERED CIVIL ENGINEER DATE 1/4/13

JANUARY 28, 2013  
 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA ON ITS OFFICIAL  
 OF RECORDS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF DRAWINGS  
 OR ELECTRONIC COPIES OF THIS PLAN SHEET

COUNTY OF EL DORADO  
 2850 FAIRLANE COURT  
 PLACERVILLE, CA 95867



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 CONSULTANT: FUNCTIONAL SUPERVISOR  
 ROBERT A. HIMES  
 CHECKED BY  
 DEREK W. MINNEMA  
 DATE REVISED  
 JEFF NETTLETON  
 PLV SED BY

EXHIBIT "Q"

COUNTY CIP: 71329  
 COUNTY CIP: 71329  
 DATE PLOTTED: 7/17/2010  
 DATE PLOTTED: 7/17/2010

THIS PLAN ACCURATE FOR LAYOUT ONLY

FOR NOTES, LEGEND AND ABBREVIATIONS, SEE L-1

LAYOUT  
SCALE: 1"=50'  
L-6