

Sellers: Steven/Karen Viani
APN: 104-080-77
Project#: 73362
Escrow#: 205-15201

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between **THE COUNTY OF EL DORADO**, a political subdivision of the State of California ("County"), and **STEVEN P. VIANI AND KAREN E. VIANI, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**, referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own 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 Road and Public Utilities Easement, as described and depicted in Exhibit B, and the exhibits thereto, and a Temporary Construction Easement, as described and depicted in Exhibit C, and the exhibits thereto, which are attached hereto and referred to hereinafter as "the Easements", on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. ACQUISITION

Sellers hereby agree to sell to County, and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Easements, as described and depicted in the attached Exhibits B and C, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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2. JUST COMPENSATION

The just compensation for the amount of \$1,000.00 for the Road and Public Utilities Easement, \$1,500.00 for the Temporary Construction Easement covering a period of not to exceed 16 (Sixteen) months beginning with Project construction commencement and inclusive of one-year Warranty Period, and \$1,000 for an administrative settlement, for a combined total of \$3,500.00 (Thirty Five Hundred Dollars Exactly) which represents the total amount of compensation to the Sellers. Sellers and County hereby acknowledge that fair market value of the Easements acquired is \$3,500.00.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 205-15201 for APN 104-080-77, which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easements. 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 June 30, 2015 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and

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- 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 Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall, by Grants of a Road and Public Utilities Easement and a Temporary Construction Easement grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, as outlined herein.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge that the County will use Federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, Effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with Non-Discrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easements being conveyed by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

- A) Sellers own the Property free and clear of any and all liens, licenses, claims,

Sellers' Initials SV KCV

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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 non-compliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D) All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

8. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements to the **Salmon Falls Road at Glenesk Lane Realignment Project, CIP No. #73362** ("Project"), 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 just compensation, as described in Section 2, is for all easement interests, inclusive of possession and use and severance damages, if any.

9. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims known to exist presently, that Sellers may have relating to the public Project for which the Easements are conveyed and purchased, and

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Sellers hereby waive any and all known claims of Sellers relating to said Project that may exist as of the date of this Agreement.

10. INDEMNITY

County agrees to indemnify and hold harmless, Sellers, from any and all claims, suits, losses, damages and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person arising out of the entry onto the Easements by County, County's agents, employees, contractors and the public, specifically resulting from construction of the Project. In the event of property damage, Grantee, at its' sole discretion, may either repair the damage or pay the estimated costs for repair.

11. 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.

12. REAL ESTATE BROKER

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

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Easements prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section

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2, together with County's Certificates of Acceptance to be attached to and recorded with the Easements.

C. Escrow Holder shall:

- (i) Record the Easements described and depicted in Exhibits B and C, and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Deliver the just compensation to Sellers.

14. 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.

15. 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.

16. 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:

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SELLERS: Steven Viani
Karen Viani
6541 Via Sereno
Rancho Murieta, CA 95683

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

COPY TO: County of El Dorado
Community Development Agency
Transportation Division, Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

17. 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.

18. 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.

19. 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.

20. 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

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provision of this Agreement.

21. 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.

22. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

23. CONSTRUCTION CONTRACT WORK

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

- A.) County or County's contractor or authorized agent shall install temporary fencing around the perimeter of the temporary construction easement east of Glenesk Lane to create a continuous enclosure for construction staging. Temporary perimeter fencing material shall match existing 6' chain link perimeter fencing without additional barbed wire as referenced in Exhibit D. Except for temporary construction access, existing fencing along the easterly edge of Glenesk Lane shall remain in place. Additional temporary netted orange plastic construction fencing, will be placed around the perimeter of one (1) established Oak tree at a distance of 50 feet from the trunk base as referenced in Exhibit D. The oak tree is located and identified within the northwestern portion of the staging area adjacent to Salmon Falls Road. County or County's contractor or authorized agent shall not enter netted fenced area

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around trunk base and shall be responsible for any damage caused to tree during period of construction and extending through the one (1) year subsequent warranty period. All temporary fencing will be removed upon completion of the project.

- B.) County or County's contractor or authorized agent shall reconstruct the driveway in as like condition as found from Station 10+00 on Salmon Falls Road to Station 10+60 on Glenesk Lane.
- C.) Upon completion of Project construction, County or County's contractor or authorized agent shall re-seed with like-kind native grasses and install any erosion control materials as specified in the Project control documents within the boundary of the Property in the Temporary Construction Easement area.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work. All work shall be completed in a good, workmanlike manner. All fencing, where removed, relocated, and/or reconstructed by County, shall be left in as good a condition as to be found at commencement of Project. Property to be left free and clear of any and all debris resulting from construction of Project or use by thereof County or County's contractor or authorized agent. Sellers understand and agree that after completion of the work described, said remaining improvements will be considered Sellers' sole property and Sellers will be responsible for its maintenance and repair.

24. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or authorized agent to enter the portion of Sellers' Property, where necessary to perform the work as described in Section 23 of this Agreement.

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25. 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 laws.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between 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 parties to be bound thereby.

27. 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.

**SELLERS: STEVEN P. VIANI AND KAREN E. VIANI,
HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH
RIGHT OF SURVIVORSHIP**

Date: 1/28/15

By: 
Steven P. Viani

Date: 1/28/15

By: 
Karen E. Viani

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APN: 104-080-77
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COUNTY OF EL DORADO:

Date: _____

By: _____
Board of Supervisors, Chair

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Sellers' Initials SV KV

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:

PARCEL ONE:

ALL THAT PORTION OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

TRACT 4, 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 JANUARY 31, 1984 IN BOOK 12 OF RECORD OF SURVEYS AT PAGE 75.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.M., A 2 INCH CAPPED IRON PIPE; THENCE ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION 19, SOUTH 0 DEG 06' 44" WEST 388.95 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD KNOWN AS BOULDER BUMP ROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, CONTINUING ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION 19, SOUTH 00 DEG 06' 44" WEST 474.72 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD KNOWN AS EQUESTRIAN WAY; THENCE AONG THE CENTERLINE OF SAID ROAD, NORTH 47 DEG 09' 00" WEST 202.61 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT WITH A RADUIS OF 109.06 FEET, A CENTRAL ANGLE OF 40 DEG 50' 29" A LENGTH OF 77.74 FEET AND A CHORD OF NORTH 62 DEG 24' 38" WEST 76.11 FEET TO A POINT AT THE INTERSECTION OF EQUESTIAN WAY AND BOULDER BUMP ROAD; THENCE LEAVING EQUESTRIAN WAY ALONG THE CENTERLINE OF BOULDER BUMP ROAD, NORTH 13 DEG 29' 21" EAST 6.83 FEET; THENCE NORTH 20 DEG 23' 35" EAST 20.09 FEET; THENCE NORTH 23 DEG 06' 25" EAST 39.35 FEET TO A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 131.69 FEET, A CENTRAL ANGLE 31 DEG 56' 53" A LENGTH OF 73.43 FEET AND A CHORD OF NORTH 38 DEG 20' 11" EAST 72.49 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT WITH A RADIUS OF 194.67 FEET, A CENTRAL ANGLE OF 51 DEG 56' 00" A LENGTH OF 176.45 FEET AND A CHORD OF NORTH 39 DEG 23' 59" EAST 170.47 FEET; THENCE NORTH 37 DEG 40' 41" EAST 64.99 FEET TO THE SAID POINT OF BEGINNING, AS GRANTED IN DEED TO SELWYN D.J. VOS, RECORDED IN SERIES NO. 2004-15521 OFFICIAL RECORDS.

PARCEL TWO:

ALL THAT PORTION OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 9 EAST, M.D.B.&M., A 2 INCH CAPPED IRON PIPE; THENCE ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION 19, SOUTH 0 DEG 06' 44" WEST 863.67 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD KNOWN AS EQUESTRIAN WAY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THECNE FROM THE TRUE POINT OF

Order No. 205-15201
UPDATE
Version 5

EXHIBIT "A"
LEGAL DESCRIPTION continued

BEGINNING, CONTINUING ALONG SAID NORTH SOUTH CENTERLINE SOUTH 00 DEG 06' 44" WEST 471.58 FEET; THENCE LEAVING SAID NORTH SOUTH CENTERLINE SOUTH 88 DEG 46' 41" EAST 122.00 FEET; THENCE NORTH 00 DEG 06' 44" EAST 345.88 FEET TO A POINT ON THE CENTERLINE OF EQUESTRIAN WAY; THENCE ALONG THE CENTERLINE OF SAID EQUESTRIAN WAY NORTH 42 DEG 08' 37" WEST 69.06 FEET; THENCE NORTH 44 DEG 21' 37" WEST 107.83 FEET TO SAID POINT OF BEGINNING.

A.P.N. 104-080-77-100

EXHIBIT B

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

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

**APN 104-080-77
Steven P. Viani and Karen E. Viani**

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

Above section for Recorder's use

GRANT OF ROAD AND PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **STEVEN P. VIANI AND KAREN E. VIANI, Husband and Wife as Community Property with Right of Survivorship**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road and public utilities easement, over, under, upon, and across a portion of all that certain real property situated 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.**

Said road and public utility easement shall include rights of way for road, drainage, slope, water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electrical, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

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

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

- (a) No person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be

EXHIBIT B

Exhibit 'A'

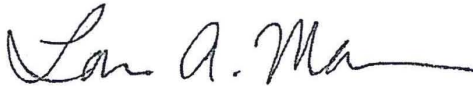
All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract 4 of that particular Record of Survey filed in Book 12 of Surveys at Page 75, official records said county and state being more particularly described as follows:

Beginning at the southwest corner of said Tract 4; thence from said POINT OF BEGINNING along the westerly line of said Tract 4 North 01° 18' 53" West 60.49 feet; thence North 17° 57' 07" East 40.21 feet; thence leaving said line South 73° 24' 48" East 20.65 feet to the beginning of a non-tangent curve to the left having a radius of 328.00 feet; thence along said curve through a central angle of 12° 30' 59" an arc length of 71.65 feet, said curve being subtended by a chord which bears South 10° 19' 42" West 71.51 feet; thence South 04° 04' 12" West a distance of 22.63 feet to the southerly line of said Tract 4; thence along said line North 89° 41' 33" West 16.37 feet to the POINT OF BEGINNING, containing 1990 square feet or 0.05 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract as an easement for road and public utilities purposes.



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

Dated: 02.08.2013



EXHIBIT B

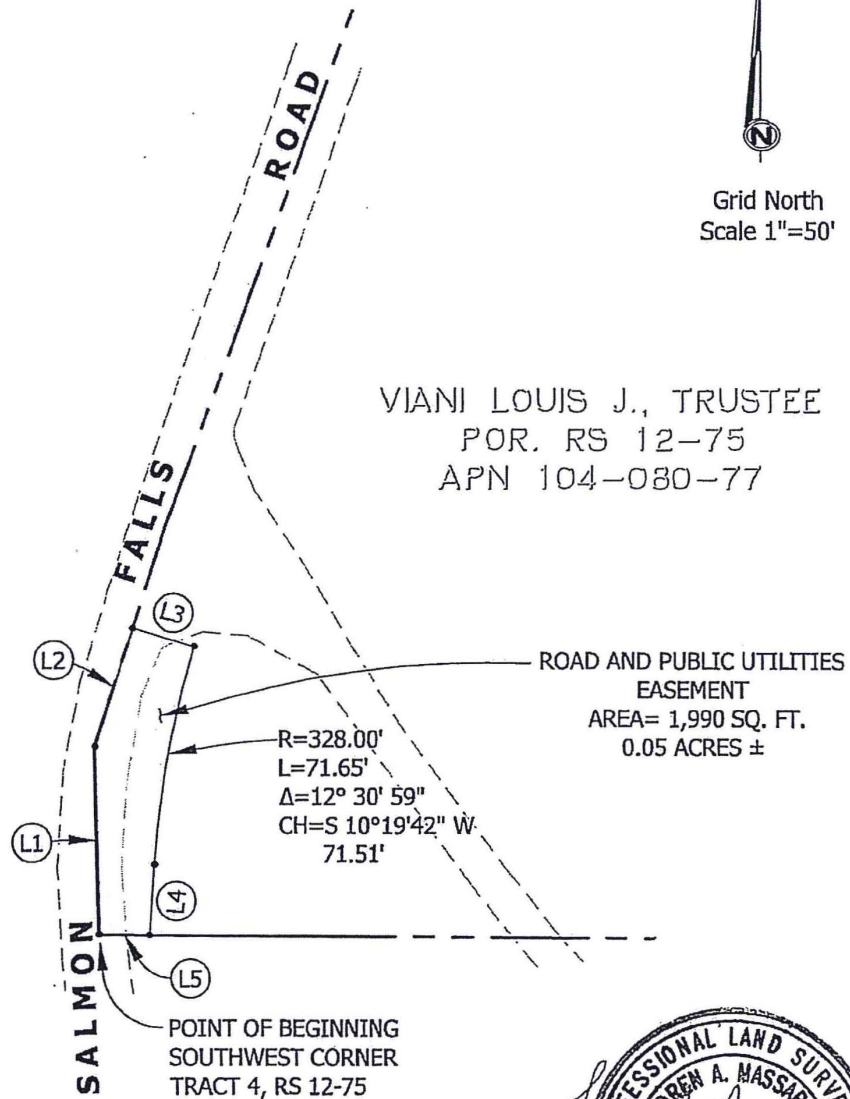
EXHIBIT 'B'

Situate in the West One-Half of Section 19,
Township 11 North, Range 9 East, M.D.M.
El Dorado County State of California



Grid North
Scale 1"=50'

VIANI LOUIS J., TRUSTEE
POR. RS 12-75
APN 104-080-77



- (L1) N 01°18'53" W 60.49'
- (L2) N 17°57'07" E 40.21'
- (L3) S 73°24'48" E 20.65'
- (L4) S 04°04'12" W 22.63'
- (L5) N 89°41'33" W 16.37'



EXHIBIT C

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

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

**APN 104-080-77
Steven P. Viani and Karen E. Viani
Project # 73362 Salmon Falls Road
South of Glenesk Lane Realignment**

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Steven P. Viani and Karen E. Viani, Husband and Wife as Community Property with Right of Survivorship, 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 **\$1,500.00 (FIFTEEN HUNDRED 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 **Salmon Falls Road South of Glenesk Lane Realignment Project, CIP No. 73362 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This Temporary Construction Easement shall also allow grantee, or its

EXHIBIT C

agents, employees and contractors to install and operate a temporary traffic signal for the duration of the construction project. This Temporary Construction Easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the **Salmon Falls Road South of Glenesk Lane Realignment Project, CIP No. 73362**. 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 **4 (Four) months of construction**, together with the one year warranty period for a total of 16 (Sixteen) months from Project construction commencement. In the event that construction of the Project is not completed within **4 (Four) months** of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$93.75 (NINETY THREE DOLLARS AND 75/100) monthly** will be paid to the Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation to Grantor.
5. Grantee agrees to indemnify and hold harmless Grantor from any and all claims, suits, losses, damages and liability for damages, including attorney's fees and other costs of defense brought for and or on account of injuries or death of any person arising out of the entry onto the property by Grantee or Grantee's agents, employees, contractors and the public specifically resulting from construction of the Project during the terms of this Grant of Temporary Construction Easement for **Salmon Falls Road South of Glenesk Lane Realignment Project, CIP No. 73362** and until the expiration of the one year warranty period. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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

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

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be

EXHIBIT C

- otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
 - (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

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

**GRANTOR: Steven P. Viani and Karen E. Viani, Husband and Wife as
 Community Property with Right of Survivorship**

Steven P. Viani

Karen E. Viani

(All signatures must be acknowledged by a Notary Public)

EXHIBIT C

Exhibit 'A'

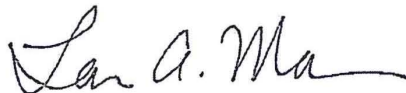
All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract 4 of that particular Record of Survey filed in Book 12 of Surveys at Page 75, official records said county and state being more particularly described as follows:

Beginning on the westerly line of said Tract 4 from which the southwest corner thereof bears along said line the following two (2) courses, 1) South 17° 57' 07" West 40.21 feet and 2) South 01° 18' 53" East 60.49 feet; thence from said POINT OF BEGINNING along said westerly line North 17° 57' 07" East 35.63 feet; thence North 20° 04' 34" East 52.19 feet; thence leaving said line South 70° 28' 36" East 36.45 feet; thence North 19° 31' 24" East 99.39 feet; thence South 31° 11' 06" East 166.21 feet; thence South 19° 31' 24" West 129.21 feet; thence North 31° 11' 06" West 111.09 feet; thence South 58° 48' 54" West 25.67 feet; thence North 73° 24' 48" West 62.46 feet to the POINT OF BEGINNING, containing 21250 square feet or 0.49 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

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



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



Dated: 02.06.2013

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 1/28/2015 before me, Jeannette Lyon Notary Public,

Date

(here insert name and title of the officer)

personally appeared Steven Peter Viani and
Karen Elisabeth Viani

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: acquisition agreement Number of Pages: 22

Document Date: 1/28/2015 Other: —

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

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

APN 104-080-77

Steven P. Viani and Karen E. Viani

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

Above section for Recorder's use

GRANT OF ROAD AND PUBLIC UTILITIES EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **STEVEN P. VIANI AND KAREN E. VIANI, Husband and Wife as Community Property with Right of Survivorship**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road and public utilities easement, over, under, upon, and across a portion of all that certain real property situated 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.

Said road and public utility easement shall include rights of way for road, drainage, slope, water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electrical, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

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

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

- (a) No person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be

Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract 4 of that particular Record of Survey filed in Book 12 of Surveys at Page 75, official records said county and state being more particularly described as follows:

Beginning at the southwest corner of said Tract 4; thence from said POINT OF BEGINNING along the westerly line of said Tract 4 North $01^{\circ} 18' 53''$ West 60.49 feet; thence North $17^{\circ} 57' 07''$ East 40.21 feet; thence leaving said line South $73^{\circ} 24' 48''$ East 20.65 feet to the beginning of a non-tangent curve to the left having a radius of 328.00 feet; thence along said curve through a central angle of $12^{\circ} 30' 59''$ an arc length of 71.65 feet, said curve being subtended by a chord which bears South $10^{\circ} 19' 42''$ West 71.51 feet; thence South $04^{\circ} 04' 12''$ West a distance of 22.63 feet to the southerly line of said Tract 4; thence along said line North $89^{\circ} 41' 33''$ West 16.37 feet to the POINT OF BEGINNING, containing 1990 square feet or 0.05 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract as an easement for road and public utilities purposes.



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

Dated: 02.08.2013



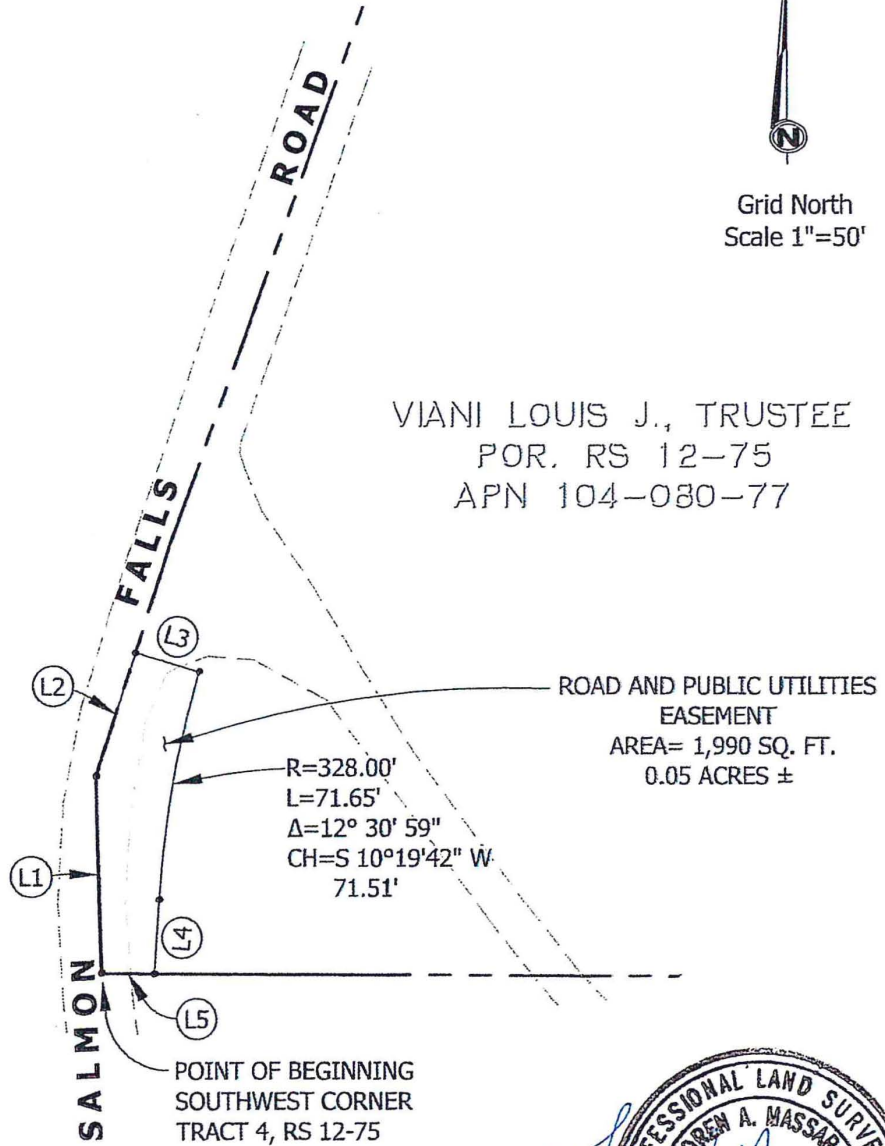
EXHIBIT 'B'

Situate in the West One-Half of Section 19,
 Township 11 North, Range 9 East, M.D.M.
 El Dorado County State of California

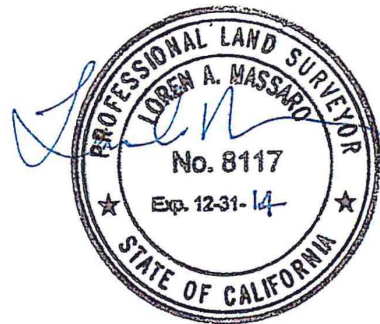


Grid North
 Scale 1"=50'

VIANI LOUIS J., TRUSTEE
 POR. RS 12-75
 APN 104-080-77



- (L1) N 01°18'53" W 60.49'
- (L2) N 17°57'07" E 40.21'
- (L3) S 73°24'48" E 20.65'
- (L4) S 04°04'12" W 22.63'
- (L5) N 89°41'33" W 16.37'



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 1/28/2015 before me, Jeannette Lyon Notary Public,

Date

(here insert name and title of the officer)

personally appeared Steven Peter Viani and
Karen Elisabeth Viani

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: *Jeannette Lyon* (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant of Road and Public Utilities Easement Number of Pages: 4

Document Date: 1/28/2015 Other: _____

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

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

**APN 104-080-77
Steven P. Viani and Karen E. Viani
Project # 73362 Salmon Falls Road
South of Glenesk Lane Realignment**

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Steven P. Viani and Karen E. Viani, Husband and Wife as Community Property with Right of Survivorship, 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 **\$1,500.00 (FIFTEEN HUNDRED 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 **Salmon Falls Road South of Glenesk Lane Realignment Project, CIP No. 73362 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This Temporary Construction Easement shall also allow grantee, or its

agents, employees and contractors to install and operate a temporary traffic signal for the duration of the construction project. This Temporary Construction Easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the **Salmon Falls Road South of Glenesk Lane Realignment Project, CIP No. 73362**. 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 **4 (Four) months of construction**, together with the one year warranty period for a total of 16 (Sixteen) months from Project construction commencement. In the event that construction of the Project is not completed within **4 (Four) months** of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$93.75 (NINETY THREE DOLLARS AND 75/100) monthly** will be paid to the Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation to Grantor.
5. Grantee agrees to indemnify and hold harmless Grantor from any and all claims, suits, losses, damages and liability for damages, including attorney's fees and other costs of defense brought for and or on account of injuries or death of any person arising out of the entry onto the property by Grantee or Grantee's agents, employees, contractors and the public specifically resulting from construction of the Project during the terms of this Grant of Temporary Construction Easement for **Salmon Falls Road South of Glenesk Lane Realignment Project, CIP No. 73362** and until the expiration of the one year warranty period. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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

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

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


- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

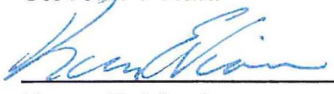
IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20__.

**GRANTOR: Steven P. Viani and Karen E. Viani, Husband and Wife as
Community Property with Right of Survivorship**



Steven P. Viani

11/28/15



Karen E. Viani

11/28/15

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract 4 of that particular Record of Survey filed in Book 12 of Surveys at Page 75, official records said county and state being more particularly described as follows:

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End of Description

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

Dated: 02.08.2013



1 of 1

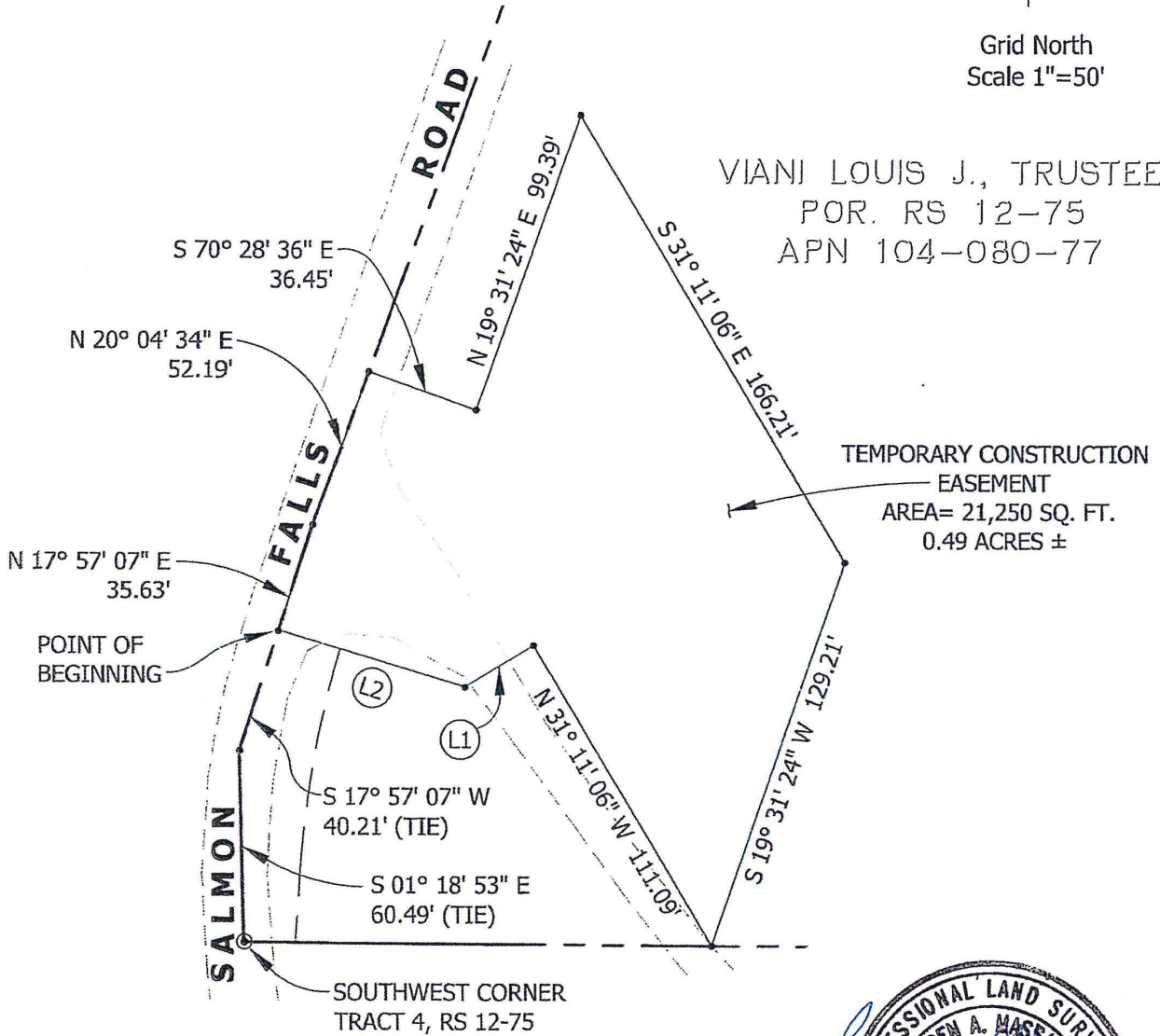
EXHIBIT 'B'

Situate in the West One-Half of Section 19,
 Township 11 North, Range 9 East, M.D.M.
 El Dorado County State of California



Grid North
 Scale 1"=50'

VIANI LOUIS J., TRUSTEE
 POR. RS 12-75
 APN 104-080-77



- (L1) S 58°48'54" W 25.67'
- (L2) N 73°24'48" W 62.46'



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 1/28/2015 before me, Jeannette Lyon Notary Public,

Date

(here insert name and title of the officer)

personally appeared Steven Peter Viani and
Karen Elisabeth Viani

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant of Temporary Construction Easement Number of Pages: 5

Document Date: 1/28/2015 Other: _____

