

Sellers: Tate  
APN: 071-390-02  
Project # 72306  
Escrow #: 205-14081

## ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and **MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**, referred to herein as (“Sellers”), with reference to the following facts:

### RECITALS

- A. Sellers own that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement, as described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Properties”, on the terms and conditions herein set forth.

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

### AGREEMENT

#### 1. ACQUISITION

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agree to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached

*MS.T. LL.T. NM.T.*

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Exhibits B and C, and the exhibits thereto.

**2. JUST COMPENSATION**

The just compensation for the Acquisition Property a total value of \$500.00 (Five-hundred Dollars, exactly) which represents the full compensation to Sellers.

**3. ESCROW**

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-14081 which has been opened at Placer Title Company ("Escrow Holder") 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA 95762, Attn: 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 Grant Deed and Temporary Construction Easement from Sellers to County for the Acquisition Properties. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than February 28, 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; and
- D. Documentary transfer tax, if any; and

*M.S.*  
*ATM*

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E. All costs of executing and delivering the Grant Deed and Easement.

**5. TITLE**

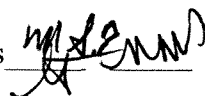
Sellers shall by Grant Deed and Easement convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.205-14081 , if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5 and 6 as listed in said preliminary title report.

Sellers agree all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Sellers, subject only to those exceptions set forth hereinabove.

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

Sellers acknowledges that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair



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Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement Deed being conveyed by Sellers, and as shown in Exhibit B and C and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. WARRANTIES**

Sellers warrant that:

- A. Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

**8. PRORATION OF TAXES**

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Sellers authorize Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real

*M. J. Tate*  
*AT*

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property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

**9. ASSESSMENTS**

It is agreed that Sellers shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company. Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

**10. NO ENVIRONMENTAL VIOLATIONS**

Sellers represent that, to the best of Sellers's knowledge, Sellers know of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination.

**11. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements incidental to Northside School Class I Bike Path Phase 2 Project # 72306, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of

*msf. nms*  
*JA*

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execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**12. COUNTERPARTS**

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

**13. REAL ESTATE BROKER**

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

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

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

Seller's Initials *mt d. mnd*  
*ct*

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together with County's Certificates of Acceptance.

- (iii) Cause the policy of title insurance to be issued.
- (iv) Deliver the just compensation to Sellers.

**15. TIME IS OF THE ESSENCE**

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

**16. BEST EFFORTS**

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

**17. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers or County by the 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's Initials M.S. T. NMS

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**SELLERS:** Michael, Linda and Nicole Tate  
3160 State Hwy. 49  
Cool, CA 95614

**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  
Department of Transportation  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

**18. BINDING EFFECT**

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

**19. GOVERNING LAW**

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

**20. HEADINGS**

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

*ML/T. NMS*  
*AT*



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**21. WAIVER**

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

**22. ATTORNEY'S FEES**

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

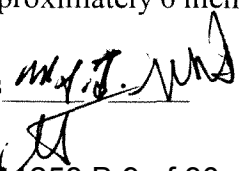
**23. LEASE WARRANTY PROVISION**

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

**24. CONSTRUCTION CONTRACT WORK**

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

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



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inside new property line, where applicable.

- C. Upon completion of project, County or County's contractor or authorized agent will place monuments to establish the new right of way boundary.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

**25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers's Property, (Assessor's Parcel Number 071-390-02) where necessary, to perform the work as described in Section 24 of this Agreement.

**26. EFFECTIVE DATE**

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

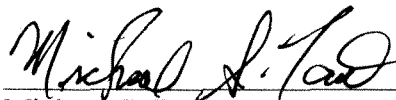
**27. ENTIRE AGREEMENT**

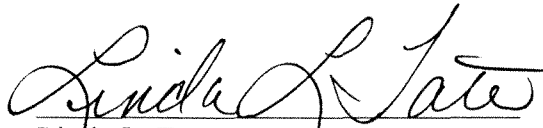
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

*M.S.T. mms*  
*At*

Sellers: Tate  
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**SELLERS: MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**

Date: 9-29-12 By:   
Michael S. Tate

Date: 9-29-12 By:   
Linda L. Tate

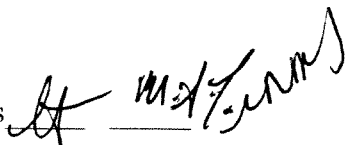
Date: 9/29/12 By:   
Nicole M. Tate

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_ By: \_\_\_\_\_, Chair  
Board of Supervisors

ATTEST: Terry Daly,  
Acting Clerk of the Board of Supervisors

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

Seller's Initials 

**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 SECTIONS 18 & 19, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:**

**PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 15, 1980 IN BOOK 28 OF PARCEL MAPS AT PAGE 36.**

**A.P.N. 071-390-02-100**

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 071-390-02

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, **MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

EXHIBIT "B"

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Michael S. Tate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Linda L. Tate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nicole M. Tate

**Notary Acknowledgements To Follow**

**Exhibit 'A'**  
**(36172-2)**

All that certain real property situate in the West One-Half of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 28 of Parcel Maps at Page 36, official records said county and state more particularly described as follows:

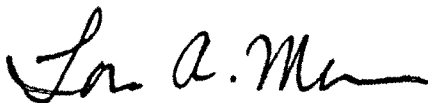
Beginning at the southeast corner of said Parcel 2; thence from said POINT OF BEGINNING along the southerly line of said Parcel 2 North 89° 00' 23" West 3.98 feet to the beginning of a non-tangent curve to the left having a radius of 1,945.89 feet; thence along said curve through a central angle of 01° 38' 56" an arc length of 56.00 feet; said curve being subtended by a chord which bears North 16° 12' 31" East 56.00 feet; thence South 74° 36' 53" East 3.82 feet to the westerly right of way of Highway 49 said county and state and the beginning of a non-tangent curve to the right having a radius of 1,949.71 feet; thence along said right of way and said curve through a central angle of 01° 36' 59" an arc length of 55.00 feet, said curve being subtended by a chord which bears South 16° 11' 33" West 55.00 feet to the POINT OF BEGINNING. Containing 212 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

Together with, underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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



Loren A. Massaro P.L.S. 8117

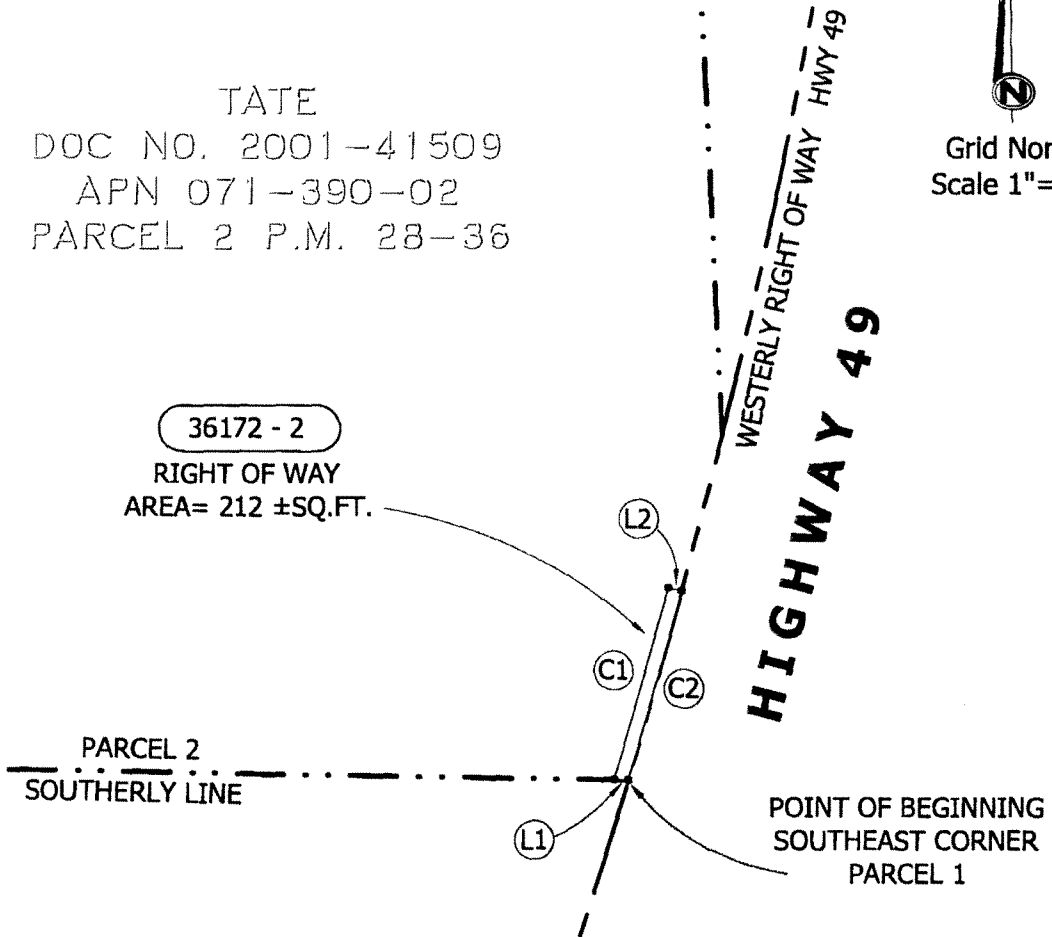
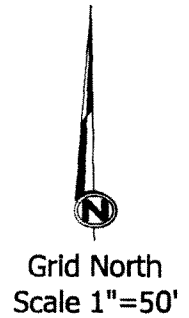
Dated: 09.26.2012



# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 2, P.M. 28-36  
 El Dorado County State of California

TATE  
 DOC NO. 2001-41509  
 APN 071-390-02  
 PARCEL 2 P.M. 28-36



36172 - 2  
 RIGHT OF WAY  
 AREA= 212 ±SQ.FT.

- (L1) N 89°00'23" W 3.98'
- (L2) S 74°36'53" E 3.82'
- (C1) R = 1,945.89 Δ = 01°38'56" L = 56.00'  
 CH = N 16°12'31" E 56.00' (Non-tangent)
- (C2) R = 1,949.71 Δ = 01°36'59" L = 55.00'  
 CH = S 16°11'33" W 55.00' (Non-tangent)





**EXHIBIT "C"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

**APN: 071-390-02**

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**TEMPORARY CONSTRUCTION EASEMENT**

**MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST,** hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits "A1" and "B1" attached hereto and by reference is made a part hereof.**

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

1. In consideration of \$500.00 (FIVE-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 A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 2 Project #72306 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not

**EXHIBIT "C"**

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

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$2.58 (Three Dollars and Eighty Eight Cents) monthly will be paid to the Grantor, until construction is completed.
- 5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**

Executed on: \_\_\_\_\_, 2012

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Michael S. Tate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Linda L. Tate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nicole M. Tate

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

**Exhibit 'A1'**  
**(36172-1)**

All that certain real property situate in the West One-Half of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 28 of Parcel Maps at Page 86, official records said county and state more particularly described as follows:

Beginning on the southerly line of said Parcel 2 from which the southeast corner thereof bears South 89° 00' 23" East 3.98 feet; thence from said POINT OF BEGINNING along said southerly line North 89° 00' 23" West 5.20 feet to the beginning of a non-tangent curve to the left having a radius of 1940.89 feet; thence leaving said southerly line along said curve through a central angle of 03° 01' 11" an arc length of 102.29 feet, said curve being subtended by a chord which bears North 15° 33' 56" East 102.28 feet; thence South 75° 56' 38" East 8.82 feet to the westerly right of way of Highway 49 said county and state and the beginning of a non-tangent curve to the right having a radius of 1949.71 feet; thence along said right of way and said curve through a central angle of 01° 19' 42" an arc length of 45.20 feet, said curve being subtended by a chord which bears South 14° 43' 12" West 45.20 feet; thence leaving said right of way North 74° 36' 53" West 3.82 feet to the beginning of a non-tangent curve to the right having a radius of 1945.89 feet; thence along said curve through a central angle of 01° 38' 56" an arc length of 56.00 feet, said curve being subtended by a chord which bears South 16° 12' 31" West 56.00 feet to the POINT OF BEGINNING. Containing 681 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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

*Loren A. Massaro*

Loren A. Massaro

P.L.S. 8117

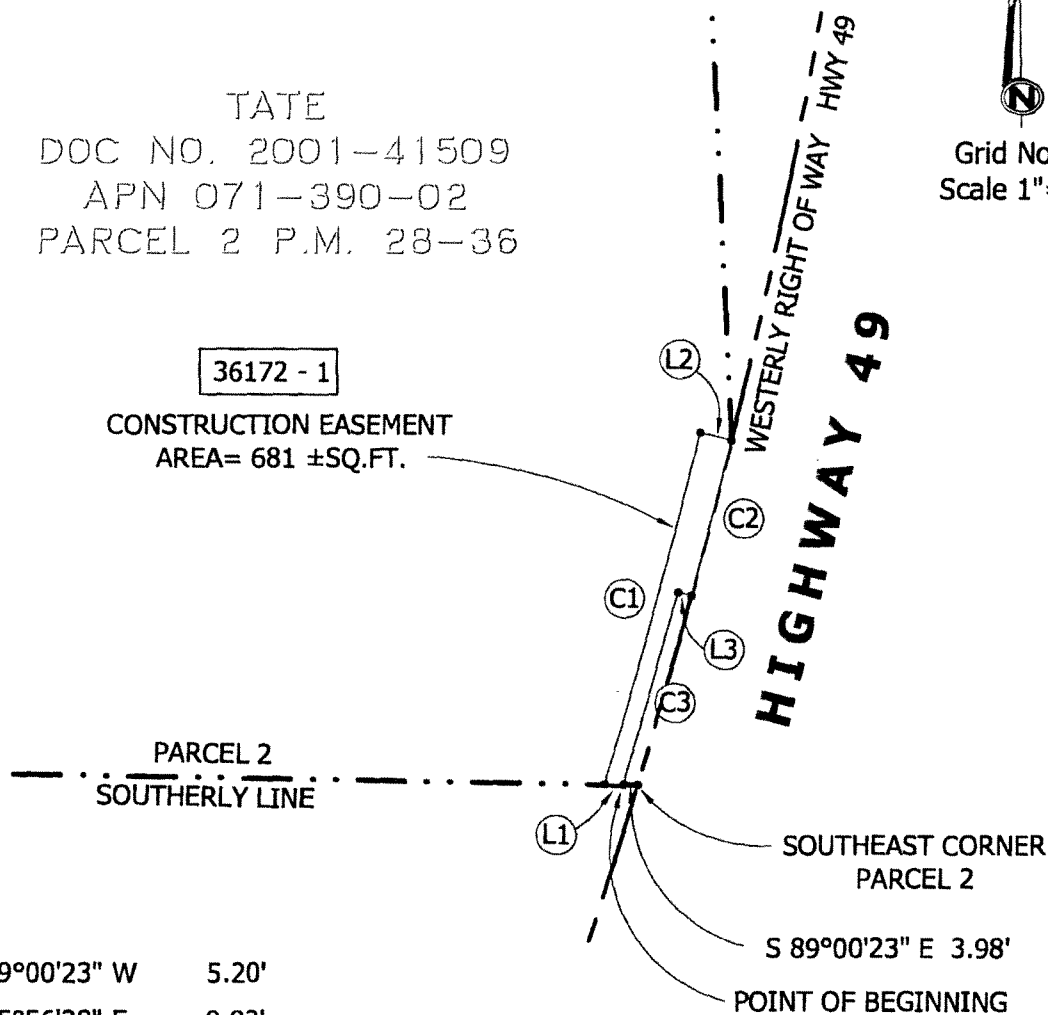
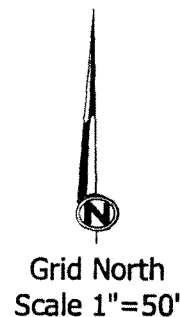
Dated: 09.26.2012



# EXHIBIT 'B1'

Situate in the West One-Half of Section 19,  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 2, P.M. 28-36  
 El Dorado County State of California

TATE  
 DOC NO. 2001-41509  
 APN 071-390-02  
 PARCEL 2 P.M. 28-36



- (L1) N 89°00'23" W 5.20'
- (L2) S 75°56'38" E 8.82'
- (L3) S 74°36'53" E 3.82'
- (C1) R = 1,940.89 Δ = 03°01'11" L = 102.29'  
 CH = N 15°33'56" E 102.28' (Non-tangent)
- (C2) R = 1,949.71 Δ = 01°19'42" L = 45.20'  
 CH = S 14°43'12" W 45.20' (Non-tangent)
- (C3) R = 1,945.89 Δ = 01°38'56" L = 56.00'  
 CH = S 16°12'31" W 56.00' (Non-tangent)



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 071-390-02

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, **MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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 their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR: MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Michael S. Tate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Linda L. Tate

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Nicole M. Tate

**Notary Acknowledgements To Follow**

**Exhibit 'A'**  
**(36172-2)**

All that certain real property situate in the West One-Half of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 28 of Parcel Maps at Page 36, official records said county and state more particularly described as follows:

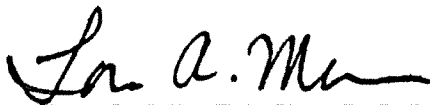
Beginning at the southeast corner of said Parcel 2; thence from said POINT OF BEGINNING along the southerly line of said Parcel 2 North 89° 00' 23" West 3.98 feet to the beginning of a non-tangent curve to the left having a radius of 1,945.89 feet; thence along said curve through a central angle of 01° 38' 56" an arc length of 56.00 feet; said curve being subtended by a chord which bears North 16° 12' 31" East 56.00 feet; thence South 74° 36' 53" East 3.82 feet to the westerly right of way of Highway 49 said county and state and the beginning of a non-tangent curve to the right having a radius of 1,949.71 feet; thence along said right of way and said curve through a central angle of 01° 36' 59" an arc length of 55.00 feet, said curve being subtended by a chord which bears South 16° 11' 33" West 55.00 feet to the POINT OF BEGINNING. Containing 212 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

Together with, underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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



Loren A. Massaro P.L.S. 8117

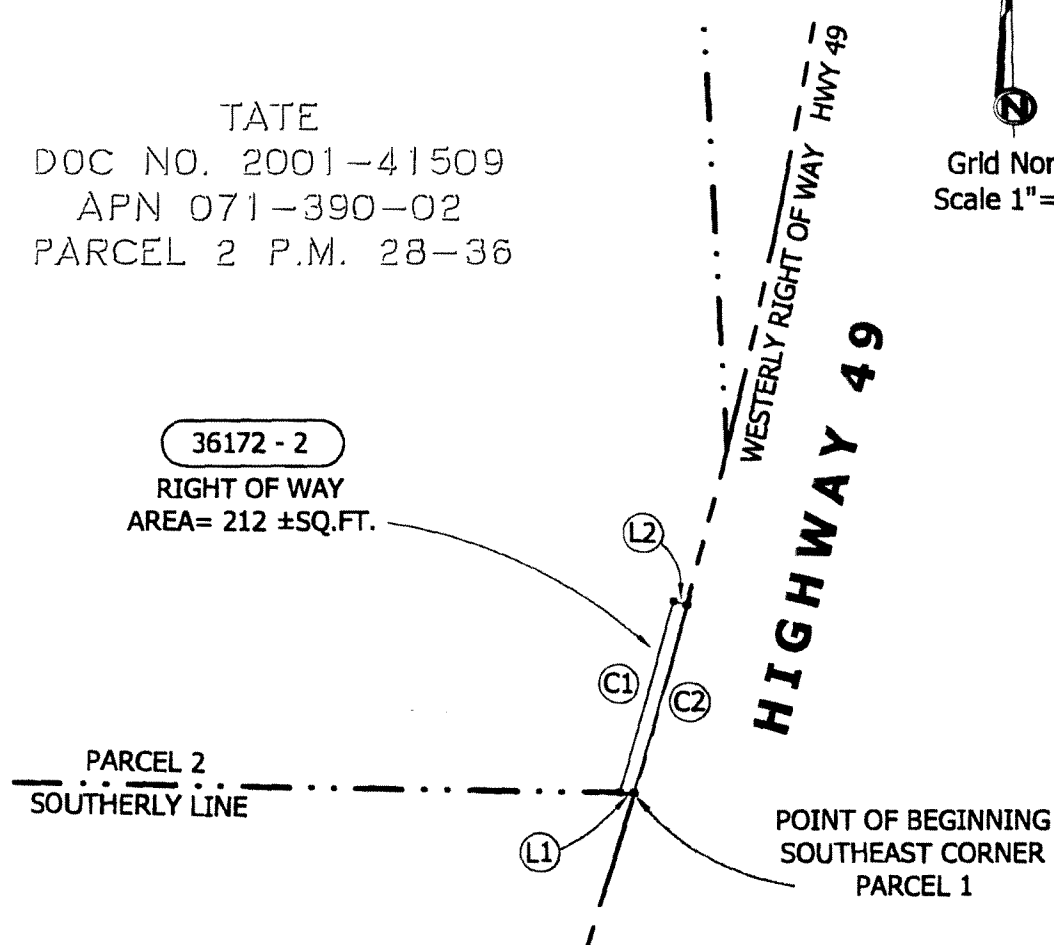
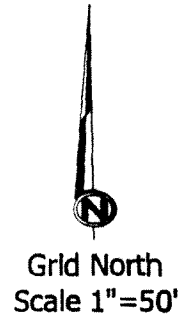
Dated: 09.26.2012



# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 2, P.M. 28-36  
 El Dorado County State of California

TATE  
 DOC NO. 2001-41509  
 APN 071-390-02  
 PARCEL 2 P.M. 28-36



- Ⓐ L1 N 89°00'23" W 3.98'
- Ⓑ L2 S 74°36'53" E 3.82'
- Ⓒ C1 R = 1,945.89 Δ = 01°38'56" L = 56.00'  
CH = N 16°12'31" E 56.00' (Non-tangent)
- Ⓓ C2 R = 1,949.71 Δ = 01°36'59" L = 55.00'  
CH = S 16°11'33" W 55.00' (Non-tangent)





RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

---

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the GRANT DEED dated \_\_\_\_\_, 2012, from **MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**, 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.

APN: 071-390-02

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF EL DORADO**

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

ATTEST:

Terri Daly,  
Acting Clerk of the Board

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

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

**APN: 071-390-02**

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

## TEMPORARY CONSTRUCTION EASEMENT

**MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits "A1" and "B1" attached hereto and by reference is made a part hereof.**

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

1. In consideration of \$500.00 (FIVE HUNDRED DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A1 and depicted on the map in Exhibit B1 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Northside School Class I Bike Path - Phase 2 (SR 49) Project #72306 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not

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

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$2.58 (Two Dollars and Fifty-eight Cents) monthly will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**

Executed on: \_\_\_\_\_, 2012

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

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

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

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

**Exhibit 'A1'**  
**(36172-1)**

All that certain real property situate in the West One-Half of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 28 of Parcel Maps at Page 86, official records said county and state more particularly described as follows:

Beginning on the southerly line of said Parcel 2 from which the southeast corner thereof bears South 89° 00' 23" East 3.98 feet; thence from said POINT OF BEGINNING along said southerly line North 89° 00' 23" West 5.20 feet to the beginning of a non-tangent curve to the left having a radius of 1940.89 feet; thence leaving said southerly line along said curve through a central angle of 03° 01' 11" an arc length of 102.29 feet, said curve being subtended by a chord which bears North 15° 33' 56" East 102.28 feet; thence South 75° 56' 38" East 8.82 feet to the westerly right of way of Highway 49 said county and state and the beginning of a non-tangent curve to the right having a radius of 1949.71 feet; thence along said right of way and said curve through a central angle of 01° 19' 42" an arc length of 45.20 feet, said curve being subtended by a chord which bears South 14° 43' 12" West 45.20 feet; thence leaving said right of way North 74° 36' 53" West 3.82 feet to the beginning of a non-tangent curve to the right having a radius of 1945.89 feet; thence along said curve through a central angle of 01° 38' 56" an arc length of 56.00 feet, said curve being subtended by a chord which bears South 16° 12' 31" West 56.00 feet to the POINT OF BEGINNING. Containing 681 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

END OF DESCRIPTION

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*Loren A. Massaro*

Loren A. Massaro P.L.S. 8117

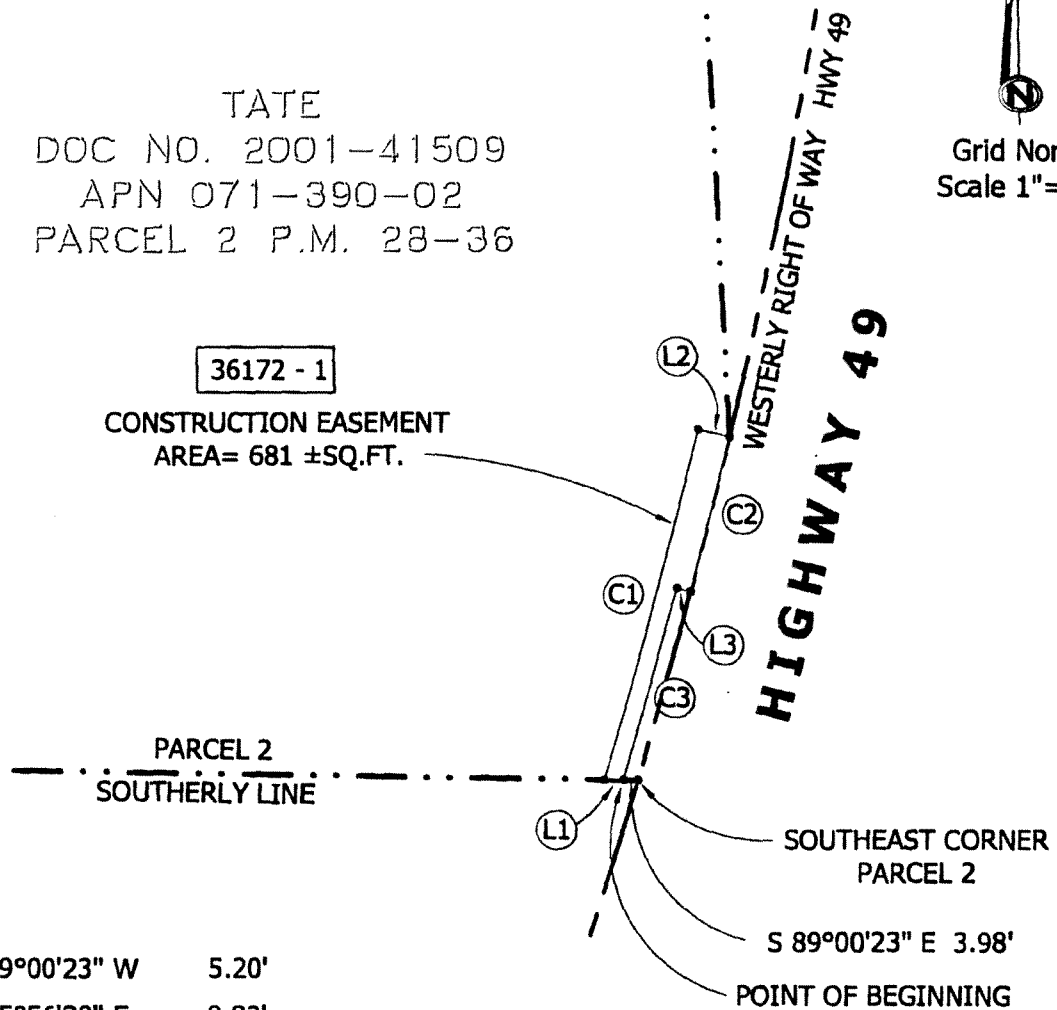
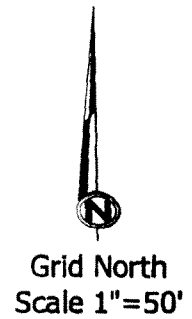
Dated: 09.26.2012



# EXHIBIT 'B1'

Situate in the West One-Half of Section 19,  
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 Being a portion of Parcel 2, P.M. 28-36  
 El Dorado County State of California

TATE  
 DOC NO. 2001-41509  
 APN 071-390-02  
 PARCEL 2 P.M. 28-36



- (L1) N 89°00'23" W 5.20'
- (L2) S 75°56'38" E 8.82'
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 CH = S 16°12'31" W 56.00' (Non-tangent)



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement dated \_\_\_\_\_, 2012, from **MICHAEL S. TATE AND LINDA L. TATE, HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 50% INTEREST AND NICOLE M. TATE, AS UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST**, 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.

APN: 071-390-02

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

#### COUNTY OF EL DORADO

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

ATTEST:

Terri Daly,  
Acting Clerk of the Board

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