

Seller: Khoshcar  
APN: 115-030-04  
Project #: 76108  
Escrow #: 205-12373

### 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 **John Nojan Khoshcar, a married man as his sole and separate property**, referred to herein as ("Seller"), with reference to the following facts:

#### RECITALS

- A. County is constructing the Silver Springs Parkway to Bass Lake Road (south segment) Project (the "Project").
- B. Seller owns that certain real property located in an unincorporated area of **the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A** (the "Property"), a portion of which is located within the area of the Project.
- C. Seller desires to sell and County desires to acquire for the purposes of the Project, a portion of the Property, in fee by Grant Deed as described and depicted in **Exhibit B** and the exhibits thereto, and a Slope and Drainage Easement as described and depicted in **Exhibit C** and the exhibits thereto, and a Temporary Construction Easement as described and depicted in **Exhibit D** and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", on the terms and conditions herein set forth.

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D. County is purchasing, and Seller is selling, the Acquisition Properties in lieu, and under threat, of condemnation.

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

### **AGREEMENT**

#### **1. ACQUISITION**

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, and D and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in **Exhibit D**, which is attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easement is for a period of 24 months and shall commence upon the provision of notice by County to Seller.

#### **2. JUST COMPENSATION**

The County shall pay Seller just compensation for the Acquisition Properties in the amount of \$545,000 ("Purchase Price"). The payment of said just compensation shall constitute full payment for the Acquisition Properties, and for all claims of compensation, whether known or unknown, including but not limited to, compensation for land, interest, reasonably

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foreseeable<sup>1</sup> severance damages, inverse condemnation, loss of goodwill, compensation for improvements, personal property, pre-condemnation damages, inventory, furniture, fixtures, machinery, equipment, attorneys' fees, litigation expenses and costs arising out of the property acquisition or the construction and use of the Project as proposed. The County and Seller agree that no damages to the well on the remainder of the Property are reasonably expected to occur due to the County's acquisition of the Acquisition Properties or the construction or use of the Project.

**3. ESCROW**

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-12373 which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement Deed(s) from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than 60 days after the date this Agreement is approved by the County Board of Supervisors, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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<sup>1</sup> See *Ellena v. State of California* (1977) 69 Cal.App.3d 245, 254.

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4. **ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easement Deed(s);  
and
- F. All costs of any partial reconveyances of deeds of trust, if any.
- G. All costs associated with the preparation of a record of survey, which shall include the placement of monuments delineating the new boundaries of the remainder of the Property after acquisition, as well as the boundaries of the Slope and Drainage Easement.

5. **TITLE**

Seller shall by Grant Deed and Easement Deed(s) convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust.

Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and

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- 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. P-358001, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, and 7 as listed in said preliminary title report.

Seller agrees 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 Seller, subject only to those exceptions set forth hereinabove.

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

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement Deed(s) being

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conveyed by Seller, and as shown in Exhibits B, C and D and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. WARRANTIES**

Seller warrants that:

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

**8. MORTGAGES, DEEDS OF TRUST**

Monies payable under this Agreement, up to and including the amount necessary to prevent impairment of the security of any lienholder owed unpaid principal and interest on a note secured by a mortgage or deed of trust, if any, shall, upon such lienholder's demand, and agreement as to amount by Seller, be made payable to the lienholder to furnish Seller

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with good and sufficient receipt showing said monies credited against the indebtedness secured by the mortgage or deed of trust. Seller shall not unreasonably withhold his agreement as to the amount to be paid to a lienholder pursuant to this provision. But in no event shall Seller be required to agree to the payment to a lienholder of any sum exceeding the amount lienholder would be entitled to receive for its share in an award of just compensation in a condemnation action pursuant to CCP §1265.225.

**9. 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.

**10. ASSESSMENTS**

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Acquisition Properties by any federal, state, or local government agency. Seller authorizes Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

**11. NO ENVIRONMENTAL VIOLATIONS**

Seller represents that, to the best of Seller's knowledge, Seller knows of no violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions

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on, under, or about the Property, including, but not limited to, soil or groundwater contamination on the Acquisition Properties.

**12. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements of the Silver Springs Parkway to Bass Lake Road (south segment) Project CIP No. 76108, inclusive of the right to remove and dispose of any existing improvements, shall commence upon payment by County of the Purchase Price into Escrow No. 205-12373 and the provision of notice by the County to Seller. The amount of the Purchase Price includes, but is not limited to, full payment for such possession and use, including reasonably foreseeable damages, if any, from said date.

**13. 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.

**14. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties to the County.



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

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

**16. TIME IS OF THE ESSENCE**

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

**17. BEST EFFORTS**

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually

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performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

**18. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER:** John Nojan Khoshcar  
2800 Hill Road  
Rescue, CA 95672

---

**COPY TO:** Desmond Nolan Livaich & Cunningham  
1830 15th Street  
Sacramento CA 95811  
Attention: Kristen Ditlevsen Renfro

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

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

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**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. LEASE WARRANTY PROVISION**

Seller warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month.

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**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 Seller's remaining property. See attached **Exhibit AA**.

1. County or County's contractor or authorized agent will remove an existing wire fence and metal posts along the existing gravel road and replace with new fencing along the length of the frontage of the remainder of the Property approximately 1200 linear feet on the new roadway. Fence will be Caltrans type WM as shown on **Exhibit AA** and placed approximately 6 inches inside the new property line upon completion of the Project.
2. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements within the new right of way/easement limits. Trees will be cut and limbed sufficient enough to be placed into trucks to off-haul, but will be left at Seller's property for Seller's use. When trees are removed, the County or County's contractor or authorized agent shall provide two weeks notice to Seller. The trees will be left on Seller's Property in the areas shown on **Exhibit AA**. Upon completion of the Project, the County or County's contractor or authorized agent shall plant 50 Oleander plants five (5) gallon size of mixed colors along the frontage of the Property on the new roadway, after consulting with Seller regarding his preference as

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to spacing and arrangement, in the manner requested by Seller. Seller is responsible for plant establishment and irrigation installation.

3. County or County's contractor or authorized agent will remove the existing brick columns and gate at the existing entrance to Seller's Property. The County will reconstruct the brick columns. The brick entrance columns will be replaced to the specifications as shown on **Exhibit AA**. The gate will be stored on the Seller's property.
4. County or County's contractor or authorized agent will reconstruct and pave the Sellers' driveway to conform to the new roadway. Before doing so, County or County's contractor or authorized agent will lay conduit pipes (as shown on **Exhibit AA**) under the driveway to allow for Seller's future connection to utilities and to facilitate Seller's installation of an electric gate. Seller acknowledges that the entire driveway will not be paved/repaved. Paving will only be installed to conform Seller's existing driveway to the new roadway, as shown on **Exhibit AA**.

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. Seller understands and agrees that after completion of the work described, said

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facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

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

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 115-030-04) 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.

**28. 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.

**[SIGNATURES ON NEXT PAGE]**

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**SELLER: John Nojan Khoshcar, a married man as his sole and separate property**

Date: 11.26.19

By:   
John Nojan Khoshcar

**COUNTY OF EL DORADO:**

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

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

ATTEST:  
Clerk of the Board of Supervisors

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

3433513.1

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# **EXHIBIT A**



## Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

### Parcel One:

Parcel 4, as said Parcel is shown on that certain Parcel Map entitled "A portion of the N 1/2 of Section 32, T.10N., R.9E., M.D.M.", filed in the Office of the County Recorder of El Dorado County, State of California, on October 21, 1974, in Book 6 of Parcel Maps, at Page 127.

### Parcel Two:

All that portion of that certain real property, as the same is described in the trust transfer deed to Carl E. Pohto and Laura E. Pohto, recorded on May 4, 1990, in Book 3343 at Page 675 et seq., Official Records of El Dorado County, hereinafter referred to as "Deed", and lying within Parcel 4, as the same is shown and delineated on that certain Parcel Map, filed on October 21, 1974, in Book 6 of Parcel Maps at Page 127, in the office of the El Dorado County Recorder, hereinafter referred to as "PM 6-127"; said portion being situated within the Northwest 1/4 of Section 32, Township 10 North, Range 9 East, M.D. M., and more particularly described as follows:

BEGINNING at the Northwest corner of the herein described parcel of land, being a point along the remnants of an old barbed wire fence line and marked with an unstamped 3/4 -inch brass disc set in concrete, from which the Northwest corner of said Section 32, a found nail in the top of a 6" x6" cedar fence post, appropriately stamped for said Section corner, bears, along said old fence, North 46°39'03" West 1417.08 feet (cite North 45°00' West 1417.53 feet per said Deed); thence, from said Point of Beginning, along said old fence line (substantially covered by rock pilings), South 46°39'03" East 477.23 feet (cite South 45°00' East 476.92 feet per said Deed), to a similar brass disc set in concrete; thence, South 01°27'28" West (cite South 03°06'30" West per Deed) 15.08 feet, to a point on the South line of said Parcel 4, said point marked by a set 3/4-inch capped iron pipe, stamped RCE 20329- 2004; thence, along said South line, South 89°32'02" West 60.93 feet, to the Southwest corner of said parcel 4, marked by a found 1-1/2 inch capped iron pipe, stamped LS 3404- 1/4 Cor; thence, along the Southwesterly line of said Parcel 4, North 45° 00'23" West 406.06 feet, to a point on the Westerly line of said real property, as described in said Deed; thence, along the West line of said real property, described in said Deed, North 01°28'24" East 56.08 feet, to the Point of Beginning.

Parcel Two is also shown on the Record of Survey map filed March 18, 2005, in Book 28 of Record of Surveys at page 26, El Dorado County Records.

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# **EXHIBIT B**

**Exhibit A**  
**APN 115-030-04 Fee Right of Way**

All that portion of Parcel 4 of that certain Parcel Map filed in Book 6 of Parcel Maps, at Page 127, records of El Dorado County, California as said Parcel 4 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning the northeast corner of said Parcel 4;

Thence from said Point of Beginning along the easterly boundary of said Parcel 4 the following three (3) courses:

- (1) South 02°16'32" East 197.76 feet,
- (2) South 23°22'59" East 516.43 feet, and
- (3) South 09°48'41" East 663.81 feet to the southeast corner of said Parcel 4;

Thence along the southerly boundary of said Parcel 4 the following three (3) courses:

- (1) South 89°31'54" West 20.70 feet,
- (2) South 01°28'23" West 0.06 feet, and
- (3) South 89°32'12" West 61.46 feet to the southwesterly corner of said Parcel 4;

Thence along the southwesterly boundary of said Parcel 4 North 45°00'06" West 51.40 feet;

Thence leaving said southwesterly boundary along the arc of a non-tangent curve to the left, having a radius of 2750.00 feet, from a radial bearing North 79°04'32" East, through a central angle of 05°28'36", for an arc length of 262.86 feet (Chord: North 13°39'46" West 262.76 feet);


Thence North 16°24'04" West 654.39 feet;

Thence along the arc of a tangent curve to the right, having a radius of 1450 feet, through a central angle of 16°16'05", for an arc length of 411.70 feet (Chord North 08°16'02" West 410.32 feet) to the northerly boundary of said Parcel 4;

Thence along said northerly boundary North 89°26'18" East 98.42 feet to the Point of Beginning containing 174,465 square feet, more or less. See Exhibit 'B', attached hereto and made a part hereof.

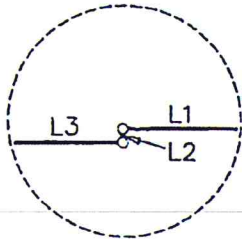
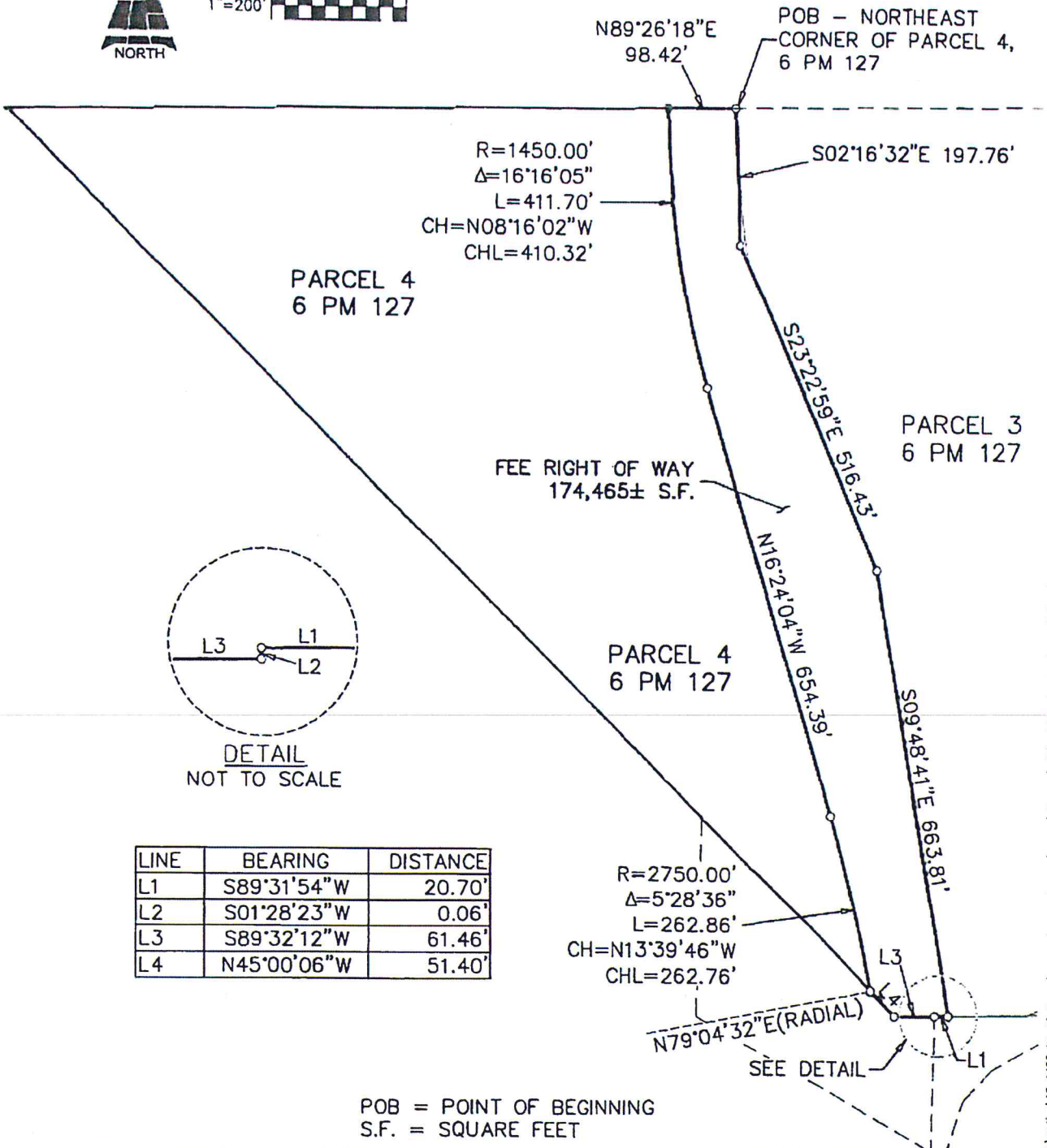
The Basis of Bearings for this legal description is that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California.

- END OF DESCRIPTION-

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

Sept. 13, 2017  
Date



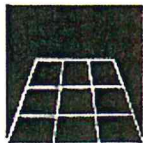


DETAIL  
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	S89°31'54\"W	20.70'
L2	S01°28'23\"W	0.06'
L3	S89°32'12\"W	61.46'
L4	N45°00'06\"W	51.40'

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

E:\active\16-1429 (to silver springs parkway extension)\survey\drawing\wp\exhibits for legal descriptions\exhibit b\shochar right of way 16-1429.dwg



**Michael Dequine  
and Associates, Inc.**  
2295 Gateway Oaks Drive, Suite 140  
Sacramento, Ca 95833  
Phone: (916) 923-5620  
Fax: (916) 923-1626

EXHIBIT B  
**APN 115-030-04**  
**FEE RIGHT-OF-WAY**  
A PORTION OF PARCEL 4, 6 P.M. 127  
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=200'	Date: 8/15/2017	Sheet 1 of 1

19-1820 B 20 of 31

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# **EXHIBIT C**

**Exhibit A**  
**APN 115-030-04 Slope and Drainage Easement**

All that portion of Parcel 4 of that certain Parcel Map filed in Book 6 of Parcel Maps, at Page 127, records of El Dorado County, California as said Parcel 4 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning at a point on the northerly boundary of said Parcel 4 from which the northeast corner thereof bears North 89°26'18" East 98.42 feet;

Thence from said Point of Beginning along the arc of a curve to the left having a radius of 1450.00 feet, from a radial bearing South 89°52'01" West, through a central angle of 16°16'05", for an arc length of 411.70 feet (Chord: South 08°16'02" East 410.32 feet);

Thence South 16°24'04" East 654.39 feet;

Thence along the arc of a tangent curve to the right having a radius of 2750.00 feet, through a central angle of 05°28'36", for an arc length of 262.86 feet (Chord: South 13°39'46" East 262.76 feet) to the southwesterly boundary of said Parcel 4;

Thence along said southwesterly boundary North 45°00'06" West 55.74 feet;

Thence leaving said southwesterly boundary North 09°16'59" West 148.83 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 2730.00 feet, from a radial bearing North 74°58'51" East, through a central angle of 01°22'55", for an arc length of 65.85 feet (Chord: North 15°42'37" West 65.85 feet);

Thence North 16°24'04" West 200.03 feet;

Thence North 27°28'13" West 17.21 feet;

Thence North 18°12'04" West 100.09 feet;

Thence North 10°37'11" West 64.00 feet;

Thence North 16°24'04" West 273.76 feet;

Thence along the arc of a tangent curve to the right having a radius of 1470.00 feet, through a central angle of 09°03'51", for an arc length of 232.55 feet (Chord: North 11°52'09" West 232.31 feet);

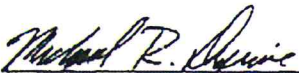
Thence North 09°10'01" West 85.94 feet;

Thence North 06°12'05" West 99.79 feet to the northerly boundary of said Parcel 4;

Thence along said northerly boundary North 89°26'18" East 32.44 feet to the Point of Beginning containing 29,048 square feet, more or less. See Exhibit 'B', attached hereto and made a part hereof.

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

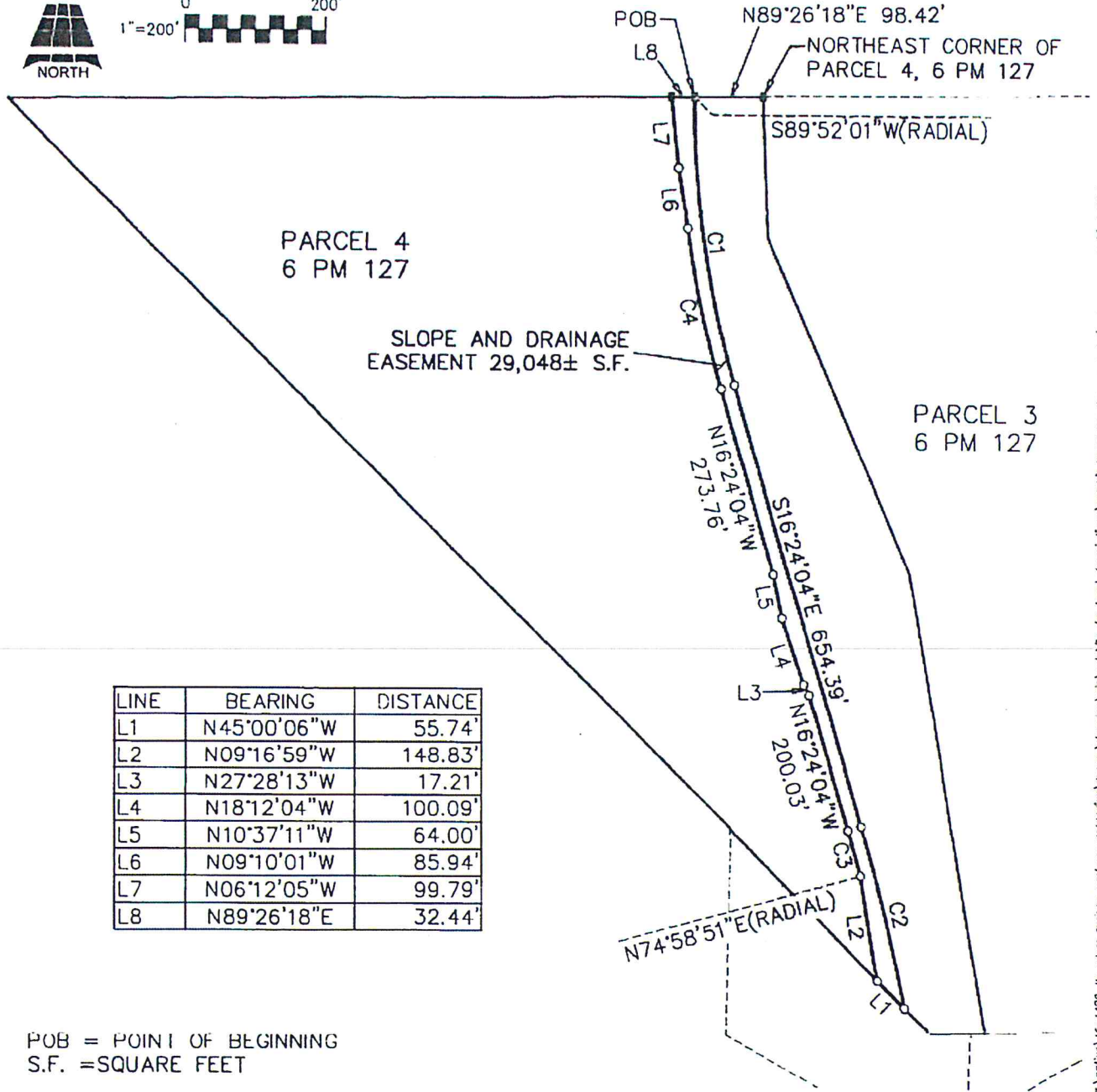
- END OF DESCRIPTION-

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

Sept. 13, 2017  
Date



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1450.00'	16°16'05"	411.70'	S08°16'02"E	410.32'
C2	2750.00'	5°28'36"	262.86'	S13°39'46"E	262.76'
C3	2730.00'	1°22'55"	65.85'	N15°42'37"W	65.85'
C4	1470.00'	9°03'51"	232.55'	N11°52'09"W	232.31'



LINE	BEARING	DISTANCE
L1	N45°00'06"W	55.74'
L2	N09°16'59"W	148.83'
L3	N27°28'13"W	17.21'
L4	N18°12'04"W	100.09'
L5	N10°37'11"W	64.00'
L6	N09°10'01"W	85.94'
L7	N06°12'05"W	99.79'
L8	N89°26'18"E	32.44'

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



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EXHIBIT B  
**APN 115-030-04**  
**SLOPE AND DRAINAGE EASEMENT**  
A PORTION OF PARCEL 4, 6 P.M. 127  
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD

Drawn By: KS

Job# 16-1429

Scale: 1"=200'

Date: 8/17/2017

Sheet 1 of 1

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# **EXHIBIT D**



**Exhibit A**  
**APN 115-030-04 Temporary Construction Easement**

All that portion of Parcel 4 of that certain Parcel Map filed in Book 6 of Parcel Maps, at Page 127, records of El Dorado County, California as said Parcel 4 is shown on that certain Record of Survey filed in Book 35 of Record of Surveys, at Page 138, records of El Dorado County, California more particularly described as follows:

Beginning at a point on the northerly boundary of said Parcel 4 from which the northeast corner thereof bears North 89°26'18" East 130.86 feet;

Thence from said Point of Beginning South 06°12'05" East 99.79 feet;

Thence South 09°10'01" East 85.94 feet;

Thence along the arc of a non-tangent curve to the left having a radius of 1470.00 feet, from a radial bearing South 82°39'47" West, through a central angle of 09°03'51", for an arc length of 232.55 feet (Chord: South 11°52'09" East 232.31 feet);

Thence South 16°24'04" East 273.76 feet;

Thence South 10°37'11" East 64.00 feet;

Thence South 18°12'04" East 100.09 feet;

Thence South 27°28'13" East 17.21 feet;

Thence South 16°24'04" East 200.03 feet;

Thence along the arc of a tangent curve to the right having a radius of 2730.00 feet, through a central angle of 01°22'55", for an arc length of 65.85 feet (Chord: South 15°42'37" East 65.85 feet);

Thence South 09°16'59" East 148.83 feet to the southwesterly boundary of said Parcel 4;

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

Thence leaving said southwesterly boundary along the arc of a non-tangent curve to the left having a radius of 2705.00 feet, from a radial bearing North 77°38'23" East, through a central angle of 04°02'27", for an arc length of 190.77 feet (Chord: North 14°22'51" West 190.73 feet);

Thence North 16°24'04" West 654.39 feet;

Thence along the arc of a tangent curve to the right having a radius of 1495.00 feet, through a central angle of 02°27'55", for an arc length of 64.33 feet (Chord: North 15°10'07" West 64.32 feet);

Thence South 76°03'51" West 25.00 feet;

Thence along the arc of a non-tangent curve to the right having a radius of 1520.00 feet, from a radial bearing South 76°03'51" West, through a central angle of 04°26'12", for an arc length of 117.70 feet (Chord: North 11°43'03" West 117.67 feet);

Thence North 80°30'03" East 25.00 feet;

Thence along the arc of a non-tangent curve to the right having a radius of 1495.00 feet, from a radial bearing South 80°30'03" West, through a central angle of 09°21'11", for an arc length of 244.05 feet (Chord: North 04°49'22" West 243.78 feet) to the northerly boundary of said Parcel 4;  
Thence along said northerly boundary North 89°26'18" East 12.56 feet to the Point of Beginning containing 32,343 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

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

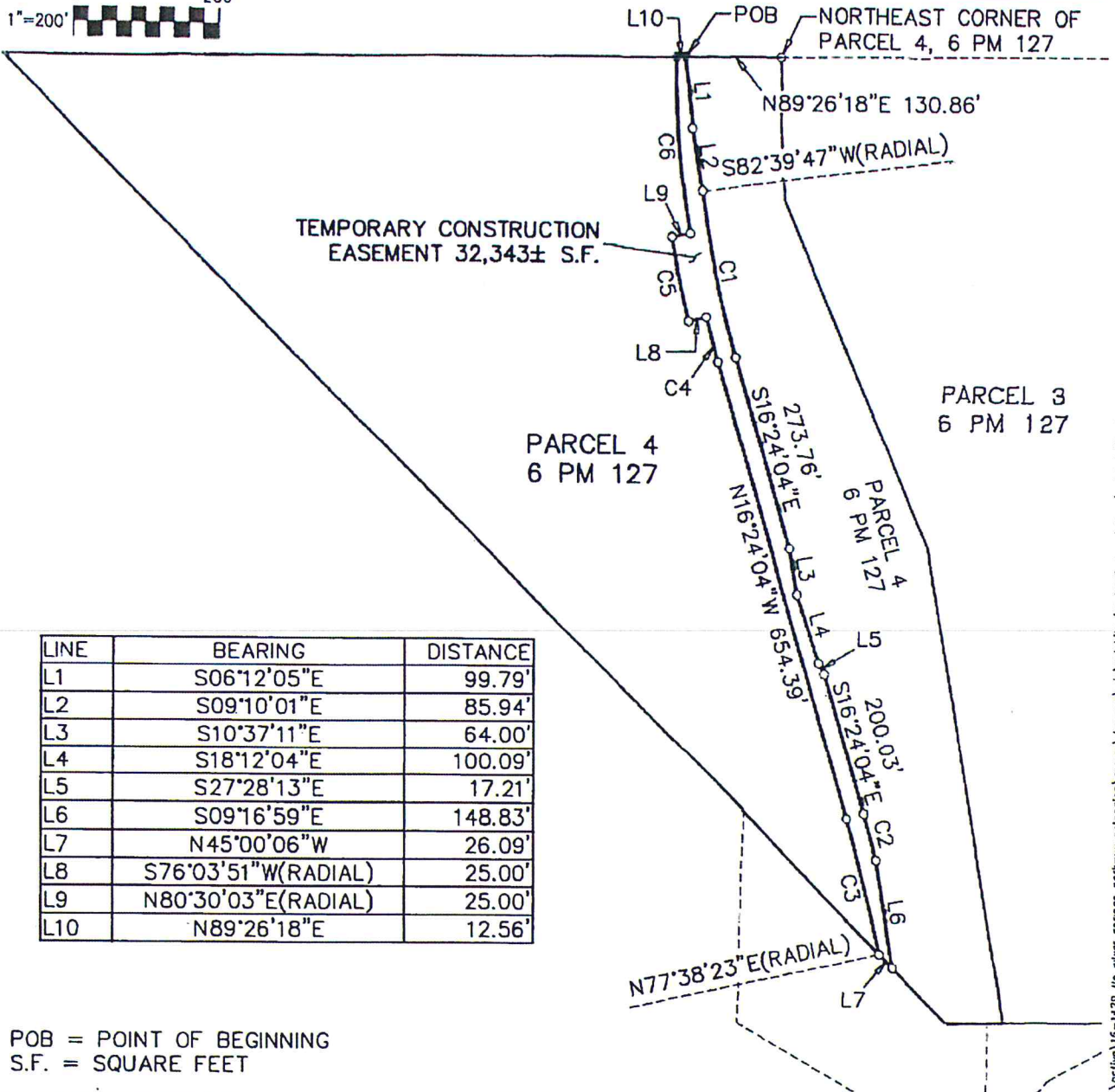
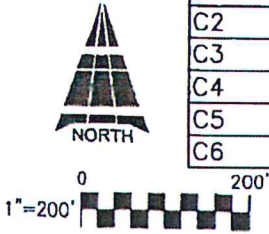
- END OF DESCRIPTION-

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

Sept. 13, 2017  
Date



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1470.00'	9°03'51"	232.55'	S11°52'09"E	232.31'
C2	2730.00'	1°22'55"	65.85'	S15°42'37"E	65.85'
C3	2705.00'	4°02'27"	190.77'	N14°22'51"W	190.73'
C4	1495.00'	2°27'55"	64.33'	N15°10'07"W	64.32'
C5	1520.00'	4°26'12"	117.70'	N11°43'03"W	117.67'
C6	1495.00'	9°21'11"	244.05'	N04°49'22"W	243.78'



LINE	BEARING	DISTANCE
L1	S06°12'05"E	99.79'
L2	S09°10'01"E	85.94'
L3	S10°37'11"E	64.00'
L4	S18°12'04"E	100.09'
L5	S27°28'13"E	17.21'
L6	S09°16'59"E	148.83'
L7	N45°00'06"W	26.09'
L8	S76°03'51"W(RADIAL)	25.00'
L9	N80°30'03"E(RADIAL)	25.00'
L10	N89°26'18"E	12.56'

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



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EXHIBIT B  
**APN 115-030-04**  
**TEMPORARY CONSTRUCTION EASEMENT**  
A PORTION OF PARCEL 4, 6 P.M. 127  
COUNTY OF EL DORADO, CALIFORNIA

Checked by: MRD	Drawn By: KS	Job# 16-1429
Scale: 1"=200'	Date: 7/17/2017	Sheet 1 of 1

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# **EXHIBIT AA**

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# EXHIBIT AA



