EASEMENT ACQUISITION AGREEMENT

This Easement Acquisition Agreement ("Agreement") is made by and between the COUNTY OF EL DORADO, a political subdivision of the State of California ("County") and George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996 ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. County desires to purchase interests in the Property, as a Road Easement described and depicted in Exhibit B and the exhibits thereto, a Drainage Easement described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit D and the exhibits thereto, all of 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

PURCHASE AND SALE.

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

2. PURCHASE PRICE

The total purchase price for the Easements shall be One-thousand six-hundred dollars, exactly (\$1,600.00) (the "Purchase Price"). County shall pay the Purchase Price in cash or other immediately available funds at Close of Escrow (as such term is hereinafter

Seller's Initials 4RC

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defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW

The purchase and sale of the Easements shall be consummated by means of Escrow No. 203-7317 which has been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Deb Landerkin, ("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 of Road Easement, Grant of Drainage Easement and Temporary Construction Easement from Seller to County, which shall occur on or before June 30, 2011, or such other date as the parties hereto shall mutually agree in writing.

4. <u>ESCROW AND OTHER FEES</u>.

County shall pay: (i) the Escrow Holder's fees including the cost of any Notary Acknowledgements; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance; and (iv) Documentary Transfer Tax, if any.

5. TITLE.

Seller shall by Grant of Road Easement, Grant of Drainage Easement and Temporary Construction Easement, convey to County the Easements, free and clear of all title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Easements shall vest in the County of El Dorado subject only to: (i) covenants, conditions, restrictions and reservations of record if any; (ii) easements or rights of way over the land for public or quasi-public utility or public road purposes, if any; and (iii) exceptions numbered 1 through 5 paid current, and subject to items numbered 6 through 14 contained in Placer Title Company Preliminary Title Report No. 203-7317 dated as of March 21, 2011. The 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 of El Dorado.

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6. <u>WARRANTIES.</u>

Seller warrants that:

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

- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

7. WAIVER OF AND RELEASE OF CLAIMS.

This Agreement is full consideration for all claims and damage that Seller may have relating to the Project for which the Easements are conveyed and purchased and Seller hereby waives any and all claims of Seller relating to Project that may exist on the date of this Agreement.

8. <u>POSSESSION</u>.

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 as described in Exhibits B, C and D by 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 Sawmill 2 Bike Path and Erosion Control Project #95165, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by the Seller. The amount of 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.

Seller's Initials GRC

- 9. CONSTRUCTION CONTRACT WORK. County will be performing construction work on Seller's property as generally authorized in the documents entitled Sawmill 2 Bike Path and Erosion Control Project #95165 and generally include the following items of work:
 - (i) County or County contractor or authorized agent will remove any trees, stumps, shrubs, or landscape improvements in conflict with the proposed improvements to be constructed.
 - (ii) County or County contractor or authorized agent will construct drainage improvements which may include but are not limited to a Rock-lined channel and sediment traps, and re-vegetation over the temporary construction easement areas.

All work done under this Agreement shall conform to said plans and any approved changes thereto, and 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 the County, shall be left in as good condition as found.

10. PERMIT TO ENTER FOR CONSTRUCTION PURPOSES.

Permission is hereby granted to County or its authorized agent to enter Seller's Property, identified as Assessor's Parcel Number 033-020-12, when necessary, to perform the construction work as described in Section 9 of the Agreement.

11. **TAXES**

Seller authorizes Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the Property prior to Close of Escrow.

12. ASSESSMENTS.

It is agreed that Seller 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 but not limited to the South Tahoe Public Utility District.

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Seller's Initials 4

Seller agrees to indemnify and hold County harmless from any claims arising therefrom. 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 Property prior to Close of Escrow.

13. 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.

14. REAL ESTATE BROKER.

Neither Seller nor County has employed a broker or sales agent in connection with the purchase and sale of the Easements and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

15. <u>ITEMS TO BE DELIVERED AT CLOSE OF ESCROW</u>.

A. Seller shall execute and County shall deliver to Escrow Holder the fully executed Grant of Road Easement, Grant of Drainage Easement and Temporary Construction Easement prior to the Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow funds in an amount equal to the Purchase Price plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificates of Acceptance to be attached to and recorded with the Easements.

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C. Escrow Holder shall:

- (i) Record the Easement Deeds together with County's Certificates of Acceptance;
- (ii) Cause the policy of title insurance to be issued;
- (iii) Deliver the Purchase Price to Seller minus the prorations, costs, fees and expenses to be borne by Seller as herein provided; and

16. <u>TIME OF THE ESSENCE</u>.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific Time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the purchase and sale contemplated hereby shall be null and void.

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 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:

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SELLER:

George L. Carrere, Trustee

1012 Second Street

Woodland, CA 95695

COUNTY:

COUNTY OF EL DORADO

Department of Transportation

924B Emerald Bay Road

South Lake Tahoe, CA 96150

19. <u>ATTORNEY'S FEES</u>. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

20. 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.

21. 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.

22. 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.

23. <u>HEADINGS.</u>

The heading of the paragraphs 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.

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24. 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.

25. <u>EFFECTIVE DATE</u>.

This Agreement shall be effective as of the last date written below.

SELLER: George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996

Dated: 6-8-11	George L. Carrere, Trustee
COUNTY OF EL DORADO	
Date:	Raymond J. Nutting, Chair Board of Supervisors
	·
ATTEST: Suzanne Allen de Sanchez	
Clerk of the Board of Supervisors	
D.,	
By Deputy Clerk	

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ELDORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 12 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID 39.970 ACRE TRACT OF LAND, SAID POINT OF BEGINNING ALSO BEING LOCATED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 AND ON THE CENTERLINE OF FALLEN LEAF ROAD, A PUBLIC ROAD; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 AND ALONG THE NORTHERLY BOUNDARY OF SAID 39.970 ACRE TRACT OF LAND SOUTH 89 DEG 56' 00" EAST 584.59 FEET; THENCE SOUTH 05 DEG 33' 10" WEST 178.53 FEET; THENCE SOUTH 06 DEG 06' 55" EAST 140.80 FEET; THENCE SOUTH 16 DEG 35' 14" EAST 98.08 FEET; THENCE SOUTH 43 DEG 13' 16" EAST 230.78 FEET; THENCE SOUTH 51 DEG 56' 30" WEST 107.35 FEET; THENCE CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 84 DEG 14' 30" WEST 21.37 FEET; THENCE CURVING TO THE LEFT ON AN ARC OF 525.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 64 DEG 49' 18" WESST 25.00 FEET; THENCE NORTH 66 DEG 11' 10" WEST 50.26 FEET; THENCE SOUTH 31 DEG 30' 00" WEST 360.44 FEET; THENCE SOUTH 60 DEG 38' 40" EAST 62.13 FEET; THENCE SOUTH 29 DEG 21' 20" WEST 185.71 FEET; THENCE SOUTH 18 DEG 35' 33" EAST 71.23 FEET; THENCE SOUTH 24 DEG 23' 00" WEST 223.19 FEET; THENCE NORTH 67 DEG 13' 00" EAST 108.46 FEET TO THE MOST WESTERLY CORNER OF ECHO VIEW ESTATES UNIT NO. 1, THE OFFICIAL PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF EL DORADO COUNTY IN BOOK C OF MAPS AT PAGE NO. 44; THENCE ALONG THE WESTERLY BOUNDARY OF SAID ECHO VIEW ESTATES UNIT NO. 1 THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES: (1) SOUTH 47 DEG 55' 30" EAST 109.34 FEET, (2) SOUTH 41 DEG 02' 10" EAST 193.20 FEET; (3) SOUTH 47 DEG 09' 40" EAST 75.01 FEET, (4) SOUTH 55 DEG 45' 00" EAST 170.58 FEET, (5) SOUTH 28 DEG 44' 20" EAST 141.42 FEET, (6) SOUTH 05 DEG 11' 40" WEST 121.50 FEET, (7) SOUTH 13 DEG 43' 00" WEST 53.90 FEET, (8) SOUTH 49 DEG 33' 00" EAST 101.15 FEET, (9) SOUTH 40 DEG 27' 00" WEST 115.00 FEET, (10) CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 85 DEG 27' 00" WEST 28.28 FEET AND (11) SOUTH 40 DEG 27' 00" WEST 30.00 FEET TO A POINT LOCATED ON THE SOUTHWESTERLY BOUNDARY OF SAID 18.208 ACRE TRACT OF LAND AND ON THE CENTER LINE OF SAID FALLEN LEAF ROAD; THENCE ALONG THE CENTER LINE OF SAID FALLEN LEAF ROAD AND ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 18.208 ACRE TRACT OF LAND THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 49 DEG 33' 00" WEST 285.23 FEET, (2) NORTH 41 DEG 47' 00" WEST 522.89 FEET AND (3) NORTH 44 DEG 32' 00" WEST 405.73 FEET TO THE SOUTHWEST CORNER OF SAID 39.970 ACRE TRACT OF LAND; THENCE CONTINUING ALONG THE CENTER LINE OF SAID FALLEN LEAF ROAD AND ALONG THE WESTERLY BOUNDARY OF SAID 39.970 ACRE TRACT OF LAND THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) NORTH 44 DEG 32' 00" WEST 60.06 FEET, (2) NORTH 19 DEG 22' 00" WEST 146.50 FEET, (3) NORTH 05 DEG 23' 30" WEST 263.72 FEET, (4) NORTH 00 DEG 30' 00" WEST 566.25 FEET, (5) NORTH 11 DEG 35' 00" EAST 106.39

EXHIBIT "A" LEGAL DESCRIPTION continued

FEET, (6) NORTH 38 DEG 03' 00" EAST 191.70 FEET AND (7) NORTH 26 DEG 02' 00" EAST 65.40 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 18 EAST, M.D.B.&M., ALSO BEING A PORTION OF THAT CERTAIN 18.208 ACRE TRACT OF LAND DESIGNATED "PARCEL NO. 2" AND ALL OF THAT CERTAIN 0.629 ACRE TRACT OF LAND DESIGNATED "PARCEL NO. 3" AS SAID PARCELS ARE DESIGNATED IN THAT CERTAIN GRANT DEED EXECUTED BY J.M. FOSTER AND IONA M. FOSTER TO GINO MORONI AND LEROY LAMPSON, RECORDED IN BOOK 456 OF OFFICIAL RECORDS AT 320, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID 0.629 ACRE TRACT OF LAND SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 19; THENCE FROM SAID POINT OF BEGINNING ALONG THE EAST LINE OF SAID SECTION 19 AND ALONG THE EASTERLY BOUNDARY OF SAID 0.629 ACRE TRACT OF LAND SOUTH 00 DEG 09' 10" WEST 373.38 FEET TO THE MOST SOUTHERLY CORNER OF SAID 0.629 ACRE TRACT OF LAND, SAID POINT BEING LOCATED ON THE CENTER LINE OF FALLEN LEAF ROAD, A PUBLIC ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID 0.629 ACRE TRACT OF LAND AND ALONG THE CENTER LINE OF SAID FALLEN LEAF ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 24 DEG 02' 00" WEST 194.21 FEET, (2) NORTH 13 DEG 47' 30" WEST 192.96 FEET AND (3) NORTH 01 DEG 13' 30" WEST 8. 62 FEET TO THE SOUTHWEST CORNER OF SAID 18.208 ACRE TRACT OF LAND; THENCE CONTINUING ALONG THE CENTERLINE OF SAID FALLEN LEAF ROAD AND ALONG THE SOUTHWESTERLY BOUNDARY OF 18.208 ACRE TRACT OF LAND THE FOLLOWING FOUR (4) COURSES AND DISTANCE: (1) NORTH 01 DEG 13' 30" WEST 154.22 FEET, (2) NORTH 29 DEG 27' 30" WEST 117.89 FEET, (3) NORTH 39 DEG 42' 00" WEST 181.60 FEET AND (4) NORTH 49 DEG 33' 00" WEST 5.00 FEET TO A POINT LOCATED ON THE SOUTHERLY BOUNDARY OF ECHO VIEW ESTATES UNTI NO. 1, THE OFFICIAL PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF EL DORADO COUNTY, IN BOOK C OF MAPS AT PAGE NO. 44: THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID ECHO VIEW ESTATES UNIT NO. 1 THE FOLLOWING FOUR COURSES AND DISTANCES: (1) NORTH 40 DEG 27' 00" EAST 30.00 FEET, (2) NORTHERLY, CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 04 DEG 33' 00" WEST 28.28 FEET, (3) NORTH 40 DEG 27' 00" EAST 140.03 FEET AND (4) SOUTH 49 DEG 33' 00" EAST 261.72 FEET TO A POINT LOCATED ON THE EAST LINE OF SAID SECTION 18 AND ON THE EASTERLY BOUNDARY OF SAID 18.208 ACRE TRACT OF LAND; THENCE ALONG THE EAST LINE OF SAID SECTION 18 AND ALONG THE EASTERLY BOUNDARY OF SAID 18.208 ACRE TRACT OF LAND SOUTH 00 DEG 01' 00" EAST 387.57 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THE TIMBER RIGHTS AS SET FORTH IN DEED RECORDED DECEMBER 13, 1888 IN BOOK 35 OF DEEDS AT PAGE 552 OFFICIAL RECORDS.

A.P.N. 033-020-12-100

EXHIBIT "B"

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

APN: 033-020-12

Project: Sawmill 2 Bike Path and Erosion

Control Project #95165

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF ROAD AND PUBLIC UTILITIES EASEMENT

In confirmation of the existing prescriptive road and public utilities easement over the below-described property and for a valuable consideration, receipt of which is hereby acknowledged, George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996, does hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, a road right of way and public utilities easement, for all public purposes, over, under and across that certain real property situate 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.

Dated:		
	George L. Carrere, Trustee	

(A Notary Public must acknowledge all signatures)

Exhibit 'A'

All that portion of the certain real property described in Book 4735 Official Records at Page 328, on file in the office of the El Dorado County Recorder being a portion of the southeast one-quarter of Section 18 and the northeast one-quarter of Section 19, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California lying westerly of the following described line:

Beginning at a point on the north line of the southeast one-quarter of said Section 18, from which the east one-quarter corner said Section 18 bears North 88°48'00" East 1,157.02 feet. Said POINT OF BEGINNING being the beginning of a non-tangent curve concave to the northwest having a radius of 290.00 feet, from which beginning a radial line bears South 71°25'54" East; thence leaving said north line, southwesterly along said curve, through a central angle of 15°58'42" a distance of 80.87 feet, said curve being subtended by a chord which bears South 26°33'27" West 80.61 feet; thence South 34°32'48" West 156.61 feet to the beginning of a curve concave to the southeast having a radius of 160.00 feet; thence southwesterly along said curve through a central angle of 35°48'35" a distance of 100.00 feet, said curve being subtended by a chord which bears South 16°38'31" West 98.38 feet; thence South 01°15'47" East 217.75 feet to the beginning of a curve concave to the northeast having a radius of 4,970.00 feet; thence southeasterly along said curve through a central angle of 01°20'53" a distance of 116.93 feet, said curve being subtended by a chord which bears South 01°56'13" East 116.92 feet; thence South 02°36'39" East 224.35 feet to the beginning of a curve concave to the northeast having a radius of 1,970.00 feet; thence southeasterly along said curve through a central angle of 03°01'18" a distance of 103.89 feet, said curve being subtended by a chord which bears South 04°07'18" East 103.88 feet: thence South 22°13'26" East 53.56 feet; thence South 30°26'22" West 23.83 feet to the beginning of a nontangent curve concave to the northeast having a radius of 1,970.00 feet from which beginning a radial bears South 82°18'51 West; thence southeasterly along said curve through a central angle of 01°40'05" a distance of 57.35 feet, said curve being subtended by a chord which bears South 08°31'12" East 57.35 feet; thence South 09°21'14" East 33.86 feet to the beginning of a curve concave to the northeast having a radius of 370.00 feet; thence southeasterly along said curve through a central angle of 36°20'55" a distance of 234.73 feet, said curve being subtended by a chord which bears South 27°31'42" East 230.81 feet; thence South 45°42'09" East 273.36 feet to the beginning of a curve concave to the southwest having a radius of 4,030.00 feet; thence southeasterly along said curve through a central angle of 02°33'00" a distance of 179,36 feet, said curve being subtended by a chord which bears South 44°25'39" East 179.35 feet; thence South 43°09'09" East 324.87 feet to the beginning of a curve concave to the northeast having a radius of 2,470.00 feet; thence southeasterly along said curve through a central angle of 04°23'40" a distance of 189,45 feet, said curve being subtended by a chord which bears South 45°20'59" East 189.40 feet; thence South 47°32'50" East 72.94 feet to the beginning of a curve concave to the northeast having a radius of 2,970.00 feet; thence southeasterly along said

curve through a central angle of 01°12'10" a distance of 62.34 feet, said curve being subtended by a chord which bears South 48°08'55" East 62.34 feet; thence North 41°15'01" West 5.00 feet; thence South 48°53'40" East 14.97 feet; thence South 40°57'39" East 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 2,970.00 feet; from which beginning a radial line bears South 40°57'39" West; thence southeasterly along said curve through a central angle of 00°12'05" a distance of 10.43 feet, said curve being subtended by a chord which bears South 49°08'23" East 10.43 feet; thence South 49°14'26" East 167.51 feet to the beginning of a curve concave to the southwest having a radius of 930.00 feet; thence southeasterly along said curve through a central angle of 11°29'52" a distance of 186.63 feet, said curve being subtended by a chord which bears South 43°29'30" East 186.31 feet to the beginning of a compound curve concave to the southwest having a radius of 290.00 feet; thence southeasterly along said curve through a central angle of 32°10'26" a distance of 162.85 feet, said curve being subtended by a chord which bears South 21°39'21" East 160.72 feet; thence North 84°25'52" East 15.00 feet; thence South 05°34'08" East 60.00 feet; thence South 84°25'52" West 15.00 feet; thence South 05°34'08" East 28.45 feet; to the beginning of a curve concave to the northeast having a radius of 570.00 feet; thence southeasterly along said curve through a central angle of 15°32'38" a distance of 154.64 feet, said curve being subtended by a chord which bears South 13°20'27" East 154.16 feet; thence South 21°06'46" East 174.66 feet to the east line of said Section 19; thence southerly along said east line, South 01°07'20" East 78.39 feet to the terminus of herein described line at the southernmost corner of said real property described in Book 4735 Official Records at Page 328.

Containing 98,317 square feet (2.26 acres) more or less.

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

- End of Description -

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.

Philip R. Mosbacher, P.L.S. 7189

Date

Exhibit 'B' Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California Scale 1" = 100'S71°25'54"E(R) N88'48'00"E 1,157.02' North Line of SE 1/4 East 1/4 Cor. P.O.B. Sec. 18 (E)Sawmill Road 2411-D.R.-530 Easement Area 98,317 sq. ft.+/-(Total)x0.12-31-2.26 ac. +/-Leaend Computation Point P.O.B. Point of Beginning (R) Radial Lampson Trust (E) Existing 4735-0.R.-328 PARCEL LINE DATA **SEGMENT** DIRECTION **LENGTH** L187 S34'32'48"W 156.61 L188 S01"15'47"E 217.75 L189 S02'36'39"E 224.35' PARCEL CURVE DATA **SEGMENT RADIUS LENGTH DELTA** CH. BEARING CH. DISTANCE C225 290.00' 80.87' 15'58'42" S26'33'27"W 80.61' C226 160.00' 100.00' 35'48'35" S16'38'31"W 98.38' C227 4.970.00' 116.93' 01'20'53" S01'56'13"E 116.92

- See Page 2 -

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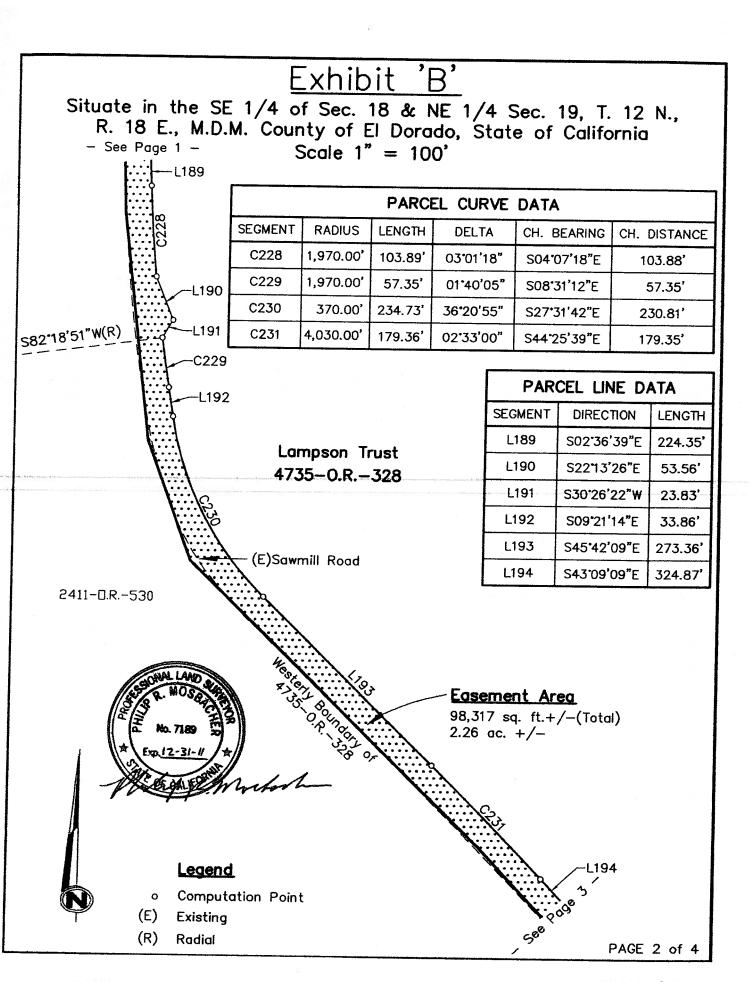
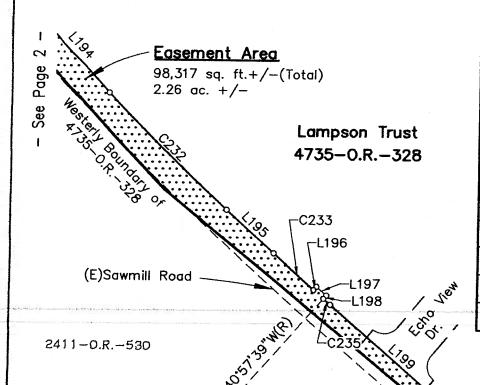


Exhibit 'B'

Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California Scale 1" = 100'



PARCEL LINE DATA			
SEGMENT	DIRECTION	LENGTH	
L194	S43*09'09"E	324.87	
L195	S47*32'50"E	72.94	
L196	N41"15'01"E	5.00	
L197	S48'53'40"E	14.97	
L198	S40'57'39"W	5.00'	
L199	S49'14'26"E	167.51	
L279	N84°25'52"E	15.00′	
L280	S05*34'08"E	60.00'	
L281	S84°25'52"W	15.00'	
L282	S05'34'08"E	28.45	

Legend

- o Computation Point
- (E) Existing
- (R) Radial

	PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE	
C232	2,470.00'	189.45	04"23'40"	S45°20'59"E	189.40'	
C233	2,970.00'	62.34'	0112'10"	S48'08'55"E	62.34'	
C235	2,970.00'	10.43	0012'05"	S49 08'23"E	10.43'	
C236	930.00'	186.63	11"29'52"	S43*29'30"E	186.31'	
C237	290.00'	162.85	3270'26"	S21°39'21"E	160.72'	
C238	570.00'	154.64'	15°32'38"	S13*20'27"E	154.16'	

South Line Section 18

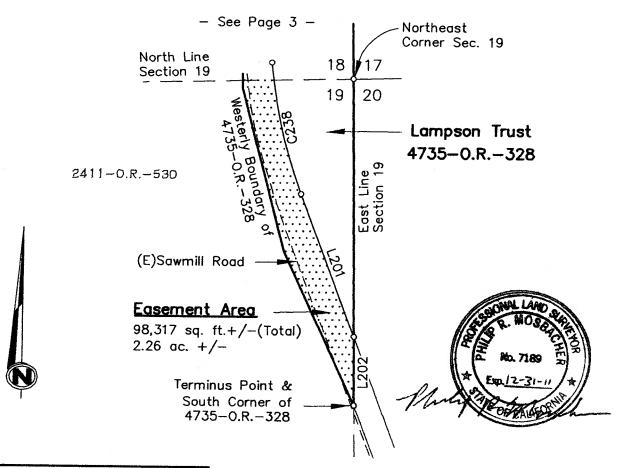
- See Page 4 - PAGE 3 of 4

L279

Exhibit 'B'

Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California Scale 1" = 100'

PARCEL CURVE DATA					
SEGMENT RADIUS LENGTH DELTA CH. BEARING CH. DISTANCE					CH. DISTANCE
C238	570.00'	154.64	15'32'38"	S13'20'27"E	154.16'



PARCEL LINE DATA			
SEGMENT	DIRECTION	LENGTH	
L201	S21°06'46"E	174.66'	
L202	S01°07'20"E	78.39	

Legend

- Computation Point
- (E) Existing

PAGE 4 of 4

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

of the Lucille H. Lamp DORADO, a political accepted by order of t	oson Tru subdiv	st in real property conveyed by the Grant of Road , 2011, from George L. Carrere, Trustee , 2011, from George L. Carrere, Trustee , state of the COUNTY OF EL rision of the State of California, is hereby nty of El Dorado Board of Supervisors and the tion thereof by its duly authorized officer.
APN: 033-020-12		
Dated this	day of _	, 2011.
COUNTY OF EL DORA	DO	
	Ву:	Raymond J. Nutting, Chair Board of Supervisors
ATTEST:		
Suzanne Allen de Sanch Clerk of the Board of Su		S
By:		

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: 033-020-12

Project: Sawmill 2 Bike Path and Erosion

Control Project #95165

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF DRAINAGE EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996, does hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, an easement for the inspection, repair, and maintenance of storm drainage, erosion control, and appurtenant improvements thereto on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit A and depicted in Exhibit B attached hereto.

Said easement is to consist of, but not be limited to the following:

- The right to keep, repair, replace, refurbish, inspect, and maintain in (a) perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, Sawmill 2 Bike Path and Erosion Control Project #95165.
- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Dated:	
	George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996

(A Notary Public must acknowledge all signatures)

Exhibit 'A'

All that portion of the certain real property described in Book 4735 Official Records at Page 328, on file in the office of the El Dorado County Recorder being a portion of the southeast one-quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California and described as follows:

AREA ONE

BEGINNING at a point on the north line of the southeast one-quarter of said Section 18, from which the east one-quarter corner said Section 18 bears North 88°48′00″ East 1,157.02 feet. Said point of beginning being the beginning of a non-tangent curve concave to the northwest having a radius of 290.00 feet, from which a radial line bears South 71°25′54″ East; thence leaving said north line, southwesterly along said curve, through a central angle of 01°03′12″ a distance of 5.33 feet, said curve being subtended by a chord which bears South 19°05′42″ West 5.33 feet; thence North 88°48′00″ East 14.00 feet; thence North 18°03′07″ East 5.30 feet to said north line of the southeast one-quarter of said Section 18, thence westerly along said north line, South 88°48′00″ West 13.90 feet to the Point of Beginning, containing 70 square feet more or less.

AREA TWO

Commencing at a point on the north line of the southeast one-quarter of said Section 18, from which the east one-quarter corner said Section 18 bears North 88°48'00" East 1,157.02 feet. Said point of commencement being the beginning of a non-tangent curve concave to the northwest having a radius of 290.00 feet, from which a radial line bears South 71°25'54" East; thence leaving said north line, southwesterly along said curve, through a central angle of 15°58'42" a distance of 80.87 feet, said curve being subtended by a chord which bears South 26°33'27" West 80.61 feet; thence South 34°32'48" West 79.00 feet to a point hereafter known as "DE-1" and the POINT OF BEGINNING of Area Two; thence South 55°27'12" East 19.89 feet; thence South 34°32'48" West 15.00 feet; thence North 55°27'12" West 19.89 feet; thence North 34°32'48" East 15.00 feet to the Point of Beginning at "DE-1", containing 298 square feet more or less.

AREA THREE

Commencing at the aforementioned point "DE-1"; South 34°32'48" West 77.61 feet to the beginning of a curve concave to the southeast having a radius of 160.00 feet; thence southwesterly along said curve through a central angle of 35°48'35" a distance of 100.00 feet, said curve being subtended by a chord which bears South 16°38'31" West 98.38 feet; thence South 01°15'47" East 217.75 feet to the beginning of a curve concave to the northeast having a radius of 4,970.00 feet; thence southeasterly along said curve through a central angle of 01°20'53" a distance of 116.93 feet, said curve being subtended by a chord which bears South 01°56'13" East 116.92 feet; thence South 02°36'39" East 1.90 feet to a point hereafter known as "DE-2" and the POINT OF BEGINNING of Area Three; thence North 67°25'10" East 12.64 feet; thence South 22°34'50" East 15.00 feet; thence South 67°25'10" West 18.09 feet; thence North 02°36'39" West 15.96 feet to the Point of Beginning at "DE-2", containing 230 square feet more or less.

AREA FOUR

Commencing at the aforementioned point "DE-2"; South 02°36'39" East 172.96 feet to a point hereafter known as "DE-3" and the POINT OF BEGINNING of Area Four; thence South 65°21'02" East 16.36 feet; thence South 11°44'46" East 13.00 feet; thence South 78°15'14" West 16.82 feet; thence North 02°36'39" West 23.00 feet to the Point of Beginning at "DE-3", containing 277 square feet more or less.

AREA FIVE

Commencing at the aforementioned point "DE-3"; South 02°36'39" East 49.50 feet to the beginning of a curve concave to the northeast having a radius of 1,970.00 feet; thence southeasterly along said curve through a central angle of 03°01'18" a distance of 103.89 feet, said curve being subtended by a chord which bears South 04°07'18" East 103.88 feet; thence South 22°13'26" East 53.56 feet; thence South 30°26'22" West 23.83 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 1,970.00 feet; from which beginning a radial bears South 82°18'51 West, thence southeasterly along said curve through a central angle of 01°40'05" a distance of 57.35 feet, said curve being subtended by a chord which bears South 08°31'12" East 57.35 feet; thence South 09°21'14" East 33.86 feet to the beginning of a curve concave to the northeast having a radius of 370.00 feet; thence southeasterly along said curve through a central angle of 36°20'55" a distance of 234.73 feet, said curve being subtended by a chord which bears South 27°31'42" East 230.81 feet; thence South 45°42'09" East 273.36 feet to the beginning of a curve concave to the southwest having a radius of 4,030.00 feet; thence southeasterly along said curve through a central angle of 02°03'58" a distance of 145.33 feet, said curve being subtended by a chord which bears South 44°40'10" East 145.32 feet to the true POINT OF BEGINNING; thence North 46°21'49" East 5.00 feet; thence South 43°33'55" East 10.01 feet; thence South 46°30'21" West 5.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 4,030.00 feet, from which a radial line bears North 46°30'21" East; thence northwesterly along said curve, through a central angle of 00°08'32" a distance of 10.00 feet, said curve being subtended by a chord which bears North 43°33'55" West 10.00 feet to the Point of Beginning, containing 50 square feet more or less.

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

- End of Description -

The purpose of this description is to describe those portions of said Book 4735 Official Records at Page 328 as easements for drainage purposes.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.

Philip R. Mosbacher, P.L.S. 7189

Date

Page 2 of 2

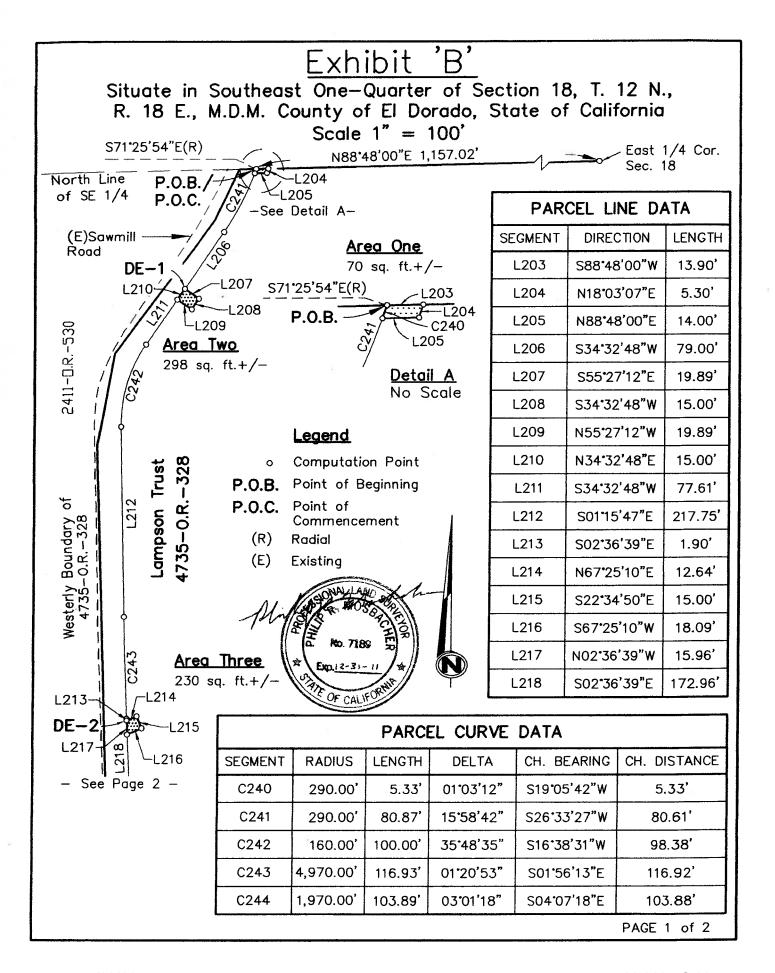
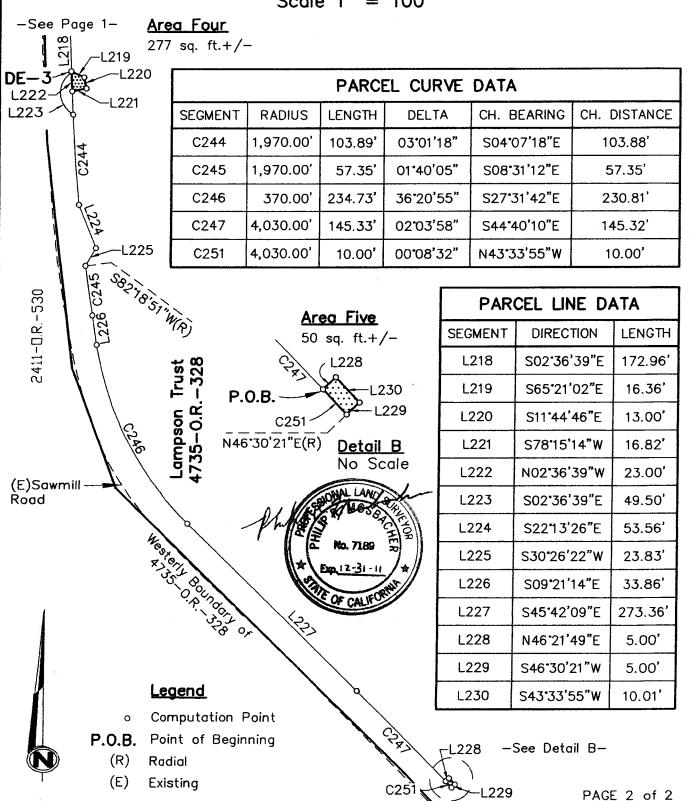


Exhibit 'B'

Situate in Southeast One—Quarter of Section 18, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California Scale 1" = 100'



RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

Trustee of the Lucille H. Lar OF EL DORADO, a political accepted by order of the Co	nterest in real property conveyed by the Grant of ted, 2011, from George L. Carrere mpson Trust dated July 17, 1996 to the COUNTY subdivision of the State of California, is hereby bunty of El Dorado Board of Supervisors and the dation thereof by its duly authorized officer.
APN: 033-020-12	
Dated this day of	·, 2011.
COUNTY OF EL DORADO	
Ву:	Raymond J. Nutting, Chair Board of Supervisors
ATTEST:	
Suzanne Allen de Sanchez Clerk of the Board of Supervise	ors
By: Deputy Clerk	

EXHIBIT "D"

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

APN: 033-020-12 Project: Sawmill 2 Bike Path and Erosion

Control Project #95165

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996, 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 \$1,400.00 (One-thousand Four-hundred Dollars) 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.
- 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 Sawmill 2 Bike Path and Erosion Control Project #95165 (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 18 (Eighteen) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 18 (Eighteen) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$73.89 (Seventy-three Dollars and 89/100ths, exactly) 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.

GRANTOR: George L. Carrere, Trustee of the Lucille H. Lampson Trust dated July 17, 1996

Executed on:			, 2011		
By:					
-	George I	Carrere	Trustee		

(A Notary Public must acknowledge all signatures)

Exhibit 'A'

All that portion of the certain real property described in Book 4735 Official Records at Page 328, on file in the office of the El Dorado County Recorder being a portion of the southeast one-quarter of Section 18 and the northeast one-quarter of Section 19, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California and described as follows:

AREA ONE

Commencing at a point on the north line of the southeast one-quarter of said Section 18, from which the east one-quarter corner said Section 18 bears North 88°48'00" East 1,157.02 feet. Said point of commencement being the beginning of a non-tangent curve concave to the northwest having a radius of 290.00 feet, from which a radial line bears South 71°25'54" East; thence leaving said north line, southwesterly along said curve, through a central angle of 01°03'12" a distance of 5.33 feet, said curve being subtended by a chord which bears South 19°05'42" West 5.33 feet to the POINT OF BEGINNING of Area One; thence continuing southwesterly along said 290.00 foot radius curve, through a central angle of 14°55'30" a distance of 75.54 feet, said curve being subtended by a chord which bears South 27°05'03" West 75.33 feet; thence South 34°32'48" West 106.62 feet to a point hereafter known as "CE-1"; thence South 75°27'12" East 37.20 feet; thence North 34°32'48" East 10.00 feet; thence North 35°27'12" West 31.88 feet; thence North 34°32'48" East 72.99 feet to the beginning of a curve concave to the northwest having a radius of 295.00 feet; thence northeasterly along said curve through a central angle of 15°17'38" a distance of 78.74 feet, said curve being subtended by a chord which bears North 26°53'59" East 78.51 feet; thence South 88°48'00" West 5.34 feet to the Point of Beginning, containing 1,540 square feet more or less.

AREA TWO

Commencing at the aforementioned point "CE-1"; South 34°32'48" West 49.99 feet to the beginning of a curve concave to the southeast having a radius of 160.00 feet; thence southwesterly along said curve through a central angle of 35°48'35" a distance of 100.00 feet, said curve being subtended by a chord which bears South 16°38'31" West 98.38 feet; thence South 01°15'47" East 186.74 feet to the POINT OF BEGINNING of Area Two; thence South 64°41'53" East 11.18 feet; thence South 01°15'47" East 15.00 feet; thence South 62°10'19" West 11.18 feet to a point hereafter known as "CE-2"; thence North 01°15'47" West 25.00 feet to the Point of Beginning, containing 200 square feet more or less.

AREA THREE

Commencing at the aforementioned point "CE-2"; South 01°15'47" East 6.02 feet to the beginning of a curve concave to the northeast having a radius of 4,970.00 feet; thence southeasterly along said curve through a central angle of 00°32'14" a distance of 46.61 feet, said curve being subtended by a chord which bears South 01°31'54" East 46.61 feet to the POINT OF BEGINNING of Area Three; thence continuing southeasterly along said 4,970.00 foot radius curve, through a

central angle of 00°31'09" a distance of 45.05 feet, said curve being subtended by a chord which bears South 02°03'36" East 45.05 feet to a point hereafter known as "CE-3"; thence North 87°40'49" East 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 4,965.00 feet, from which a radial line bears South 87°40'49" West; thence northwesterly along said curve, through a central angle of 00°31'09" a distance of 45.00 feet, said curve being subtended by a chord which bears North 02°03'36" West 45.00 feet; thence North 88°11'59" West 5.00 feet to the Point of Beginning, containing 225 square feet more or less.

AREA FOUR

Commencing at the aforementioned point "CE-3". Said point of commencement being the beginning of a non-tangent curve concave to the northeast having a radius of 4,970.00 feet, from which a radial line bears South 87°40'49" West: thence southeasterly along said curve, through a central angle of 00°17'29" a distance of 25.27 feet, said curve being subtended by a chord which bears South 02°27'55" East 25.27 feet; thence South 02°36'39" East 197.85 feet to the POINT OF BEGINNING of Area Four; thence North 78°15'14" East 5.06 feet; thence South 02°36'39" East 27.30 feet to the beginning of a curve concave to the northeast having a radius of 2,057.69 feet; thence southeasterly along said curve through a central angle of 03°21'03" a distance of 120.34 feet, said curve being subtended by a chord which bears South 04°19'21" East 120,33 feet; thence North 22°13'26" West 17.44 feet to a point hereafter known as "CE-4", the beginning of a non-tangent curve concave to the northeast having a radius of 1,970.00 feet, from which a radial line bears South 84°22'03" West; thence northwesterly along said curve, through a central angle of 03°01'18" a distance of 103.89 feet, said curve being subtended by a chord which bears North 04°07'18" West 103.88 feet; thence North 02°36'39" West 26.50 feet to the Point of Beginning, containing 694 square feet more or less.

AREA FIVE

7/26/11

Commencing at the aforementioned point "CE-4", thence South 22°13'26" East 36.11 feet; thence South 30°26'22" West 23.83 feet to the beginning of a nontangent curve concave to the northeast having a radius of 1,970.00 feet from which beginning a radial bears South 82º18'51 West; thence southeasterly along said curve through a central angle of 01°40'05" a distance of 57.35 feet, said curve being subtended by a chord which bears South 08°31'12" East 57.35 feet; thence South 09°21'14" East 33.86 feet to the beginning of a curve concave to the northeast having a radius of 370.00 feet; thence southeasterly along said curve through a central angle of 36°20'55" a distance of 234.73 feet, said curve being subtended by a chord which bears South 27°31'42" East 230.81 feet; thence South 45°42'09" East 273.36 feet to the beginning of a curve concave to the southwest having a radius of 4,030.00 feet; thence southeasterly along said curve through a central angle of 01°38'29" a distance of 115.44 feet, said curve being subtended by a chord which bears South 44°52'55" East 115.44 feet to the POINT OF BEGINNING of Area Five; thence North 45°56'19" East 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius

Page 2 of 5

of 4,035.00 feet, from which a radial line bears North 45°56'19" East; thence southeasterly along said curve, through a central angle of 00°54'32" a distance of 64.00 feet, said curve being subtended by a chord which bears South 43°36'25" East 64.00 feet; thence South 43°09'09" East 324.87 feet to the beginning of a curve concave to the northeast having a radius of 2,465.00 feet; thence southeasterly along said curve through a central angle of 04°23'40" a distance of 189.07 feet, said curve being subtended by a chord which bears South 45°20'59" East 189.02 feet; thence South 47°32'50" East 72.94 feet to the beginning of a curve concave to the northeast having a radius of 2,965.00 feet; thence southeasterly along said curve through a central angle of 01°41'36" a distance of 87.63 feet, said curve being subtended by a chord which bears South 48°23'38" East 87.63 feet; thence South 40°45'34" West 5.00 feet to a point hereafter known as "CE-5", the beginning of a non-tangent curve concave to the northeast having a radius of 2,970.00 feet; from which beginning a radial line bears South 40°45'34" West; thence northwesterly along said curve through a central angle of 01°41'36" a distance of 87.78 feet, said curve being subtended by a chord which bears North 48°23'36" West 87.77 feet; thence North 47°32'50" West 72.94 feet to the beginning of a curve concave to the northeast having a radius of 2,470,00 feet; thence northwesterly along said curve through a central angle of 04°23'40" a distance of 189.45 feet, said curve being subtended by a chord which bears North 45°20'59" West 189.40 feet: thence North 43°09'09" West 324.87 feet to the beginning of a curve concave to the northeast having a radius of 4,030,00 feet; thence northwesterly along said curve through a central angle of 00°54'32" a distance of 63.92 feet, said curve being subtended by a chord which bears North 43°36'25" West 63.92 feet to the Point of Beginning, containing 3,694 square feet more or less.

AREA SIX

Commencing at the aforementioned point "CE-5", thence South 49°14'26" East 145.71 feet to the POINT OF BEGINNING of Area Six; thence North 39°11'47" East 13.69 feet; thence South 34°23'32" East 55.49 feet to a point hereafter known as "CE-6", the beginning of a non-tangent curve concave to the southwest having a radius of 930.00 feet; from which beginning a radial line bears North 42°41'53" East; thence northwesterly along said curve through a central angle of 01°56'18" a distance of 31.46 feet, said curve being subtended by a chord which bears North 48°16'16" West 31.46 feet; thence North 49°14'26" West 21.80 feet to the Point of Beginning, containing 356 square feet more or less.

AREA SEVEN

Commencing at the aforementioned point "CE-6". said point of commencement being the beginning of a non-tangent curve concave to the southwest having a radius of 930.00 feet, from which a radial line bears North 42°41'53" East; thence southeasterly along said curve, through a central angle of 09°33'33" a distance of 155.16 feet, said curve being subtended by a chord which bears South 42°31'21" East 154.98 feet to the beginning of a compound curve concave to the southwest having a radius of 290.00 feet; thence southeasterly along said curve through a central angle of 17°13'07" a distance of 87.15 feet, said curve being subtended

Page 3 of 5

by a chord which bears South 29°08'01" East 86.82 feet to the POINT OF BEGINNING of Area Seven; thence North 69°28'33" East 15.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 305.00 feet; from which beginning a radial line bears North 69°28'33" East; thence southeasterly along said curve through a central angle of 14°57'19" a distance of 79.61 feet, said curve being subtended by a chord which bears South 13°02'48" East 79.39 feet; thence South 84°25'52" West 15.00 feet to a point hereafter known as "CE-7", the beginning of a non-tangent curve concave to the southwest having a radius of 290.00 feet; from which beginning a radial line bears North 84°25'52" East; thence northwesterly along said curve through a central angle of 14°57'19" a distance of 75.70 feet, said curve being subtended by a chord which bears North 13°02'48" West 75.48 feet to the Point of Beginning, containing 1,165 square feet more or less.

AREA EIGHT

Commencing at the aforementioned point "CE-7", thence South 05°34'08" East 88.45 feet to the beginning of a curve concave to the northeast having a radius of 570.00; thence southeasterly along said curve through a central angle of 04°51'45" a distance of 48.37 feet, said curve being subtended by a chord which bears South 08°00'00" East 48.36 feet to the POINT OF BEGINNING of Area Eight; thence South 73°58'13" East 70.00 feet; thence South 46°04'17" West 70.00 feet to a point hereafter known as "CE-8", the beginning of a non-tangent curve concave to the northeast having a radius of 570.00 feet; from which beginning a radial line bears South 72°31'57" West; thence northwesterly along said curve through a central angle of 07°02'11" a distance of 70.00 feet, said curve being subtended by a chord which bears North 13°56'58" West 69.96 feet to the Point of Beginning, containing 2,171 square feet more or less.

AREA NINE

Commencing at the aforementioned point "CE-8", said point of commencement being the beginning of a non-tangent curve concave to the northeast having a radius of 570.00 feet, from which a radial line bears South 72°31'57" West; thence southeasterly along said curve, through a central angle of 02°08'34" a distance of 21.32 feet, said curve being subtended by a chord which bears South 18°32'20" East 21.32 feet to the POINT OF BEGINNING of Area Nine; thence North 70°23'23" East 10.00 feet; thence South 20°33'18" East 19.78 feet; thence South 21°06'46" East 145.31 feet; thence South 68°53'14" West 10.00 feet; thence North 21°06'46" West 140.25 feet to the beginning of a curve concave to the northeast having a radius of 570.00 feet, thence northwesterly along said curve, through a central angle of 01°30'08" a distance of 14.95 feet, said curve being subtended by a chord which bears North 20°21'42" West 14.94 feet to the Point of Beginning, containing 1,602 square feet more or less.

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

- End of Description -

Page 4 of 5

The purpose of this description is to describe those portions of Book 4735 Official Records at Page 328 as temporary construction easements.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.

Philip R. Mosbacher, P.L.S. 7189

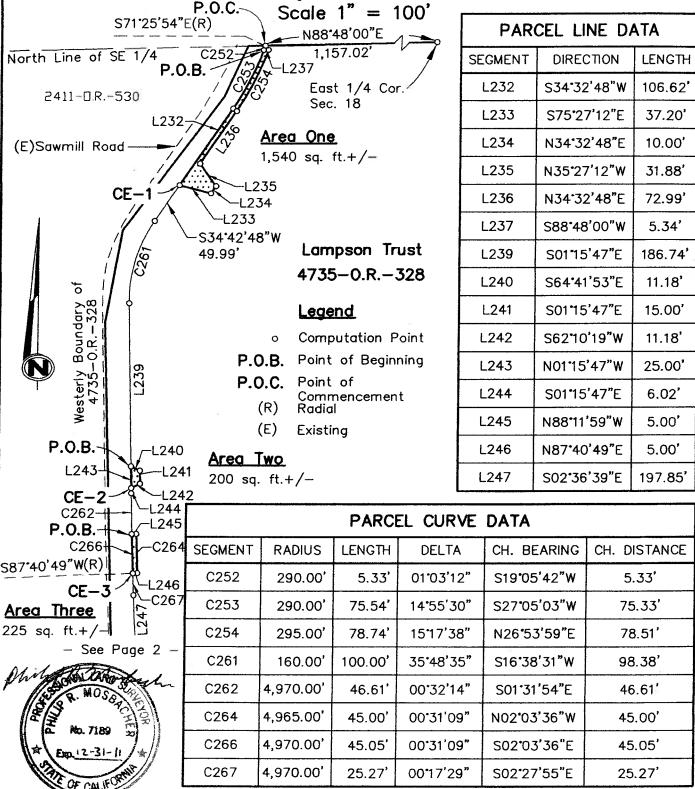
12/03/10

Date



Exhibit 'B'

Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California



PAGE 1 of 4

Exhibit 'B'

Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California

- See Page 1 - Scale 1" = 100'

P.O.B. L249 Area Four
694 sq. ft.+/-

S84°22'03"W(R)

58278'51"W(R)

(E)Sawmill Road

(R)

(E)

2411-D.R.-530

Leaend

P.O.B. Point of Beginning

Radial

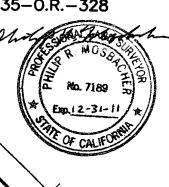
Existing

o Computation Point

L250 CE-4

	PARCEL CURVE DATA					
	SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
	C255	1,970.00'	57.35'	01°40'05"	S08*31'12"E	57.35
	C256	370.00'	234.73	36*20'55"	S27'31'42"E	230.81
) }\ &	C257	4,030.00'	115.44	01°38'29"	S44°52'55"E	115.44'
-L254	C259	4,035.00'	64.00'	00*54'32"	S43'36'25"E	64.00'
1	C270	2,057.69	120.34'	03°21'03"	S0419'21"E	120.33'
, ငင	C272	1,970.00'	103.89'	03*01'18"	N04*07'18"W	103.88'
[7255	C275	4,030.00'	63.92'	00'54'32"	N43*36'25"W	63.92'

Lampson Trust 4735-0.R.-328

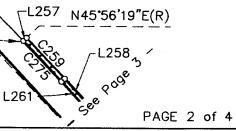


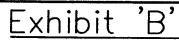
PARCEL LINE DATA				
SEGMENT	DIRECTION	LENGTH		
L247	S02*36'39"E	197.85		
L248	N78°15'14"E	5.06'		
L249	S02'36'39"E	27.30'		
L250	N22*13'26"W	17.44		
L251	N02°36'39"W	26.50'		
L253	S2213'26"E	36.11'		
L254	S30°26'22"W	23.83		
L255	S09°21'14"E	33.86'		
L256	S45'42'09"E	273.36'		

DADCEL LINE DATA

PARCEL LINE DATA					
SEGMENT	DIRECTION	LENGTH			
L257	N45*56'19"E	5.00'			
L258	S43*09'09"E	324.87			
L261	N43'09'09"W	324.87			

P.O.B. Area Five3,694 sq. ft.+/-





Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California

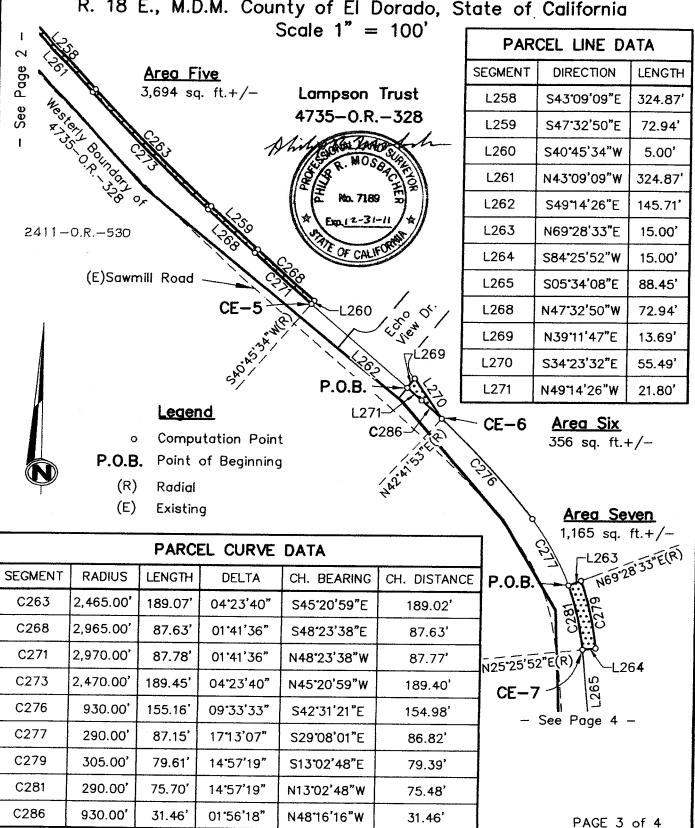
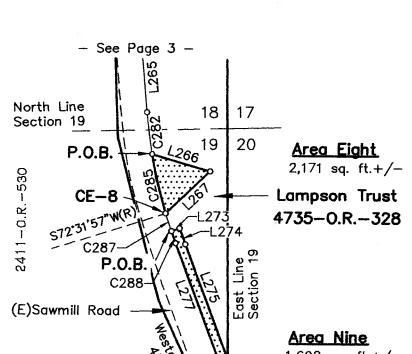


Exhibit 'B'

Situate in the SE 1/4 of Sec. 18 & NE 1/4 Sec. 19, T. 12 N., R. 18 E., M.D.M. County of El Dorado, State of California Scale 1" = 100'

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C282	570.00'	48.37'	04*51'45"	S08*00'00"E	48.36'
C285	570.00'	70.00'	07'02'11"	N13°56'58"W	69.96'
C287	570.00'	21.32'	02*08'34"	S18*32'20"E	21.32'
C288	570.00'	14.95'	01*30'08"	N20"21'42"W	14.94'



PARCEL LINE DATA					
SEGMENT	DIRECTION	LENGTH			
L 26 5	S05'34'08"E	88.45			
L266	S73*58'13"E	70.00			
L267	S46°04'17"W	70.00'			
L273	N70°23'23"E	10.00'			
L274	S20°33'18"E	19.78'			
L275	S21°06'46"E	140.21			
L276	S68*53'14"W	10.00'			
L277	N21°06'46"W	145.31			

1,602 sq. ft. + /-

-L276

Legend

- Computation Point
- P.O.B. Point of Beginning
 - (R) Radial
 - (E) Existing



PAGE 4 of 4

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

Carrere, Trustee of the Lucille COUNTY OF EL DORADO, a pis hereby accepted by order of the country of the count	rest in real property conveyed by the Temporary, 2011, from George L. P. Lampson Trust dated July 17, 1996, to the political subdivision of the State of California, the County of El Dorado Board of Supervisors and ordation thereof by its duly authorized officer.
APN: 033-020-12	day day dadionzed officer.
Dated this day of _	, 2011.
COUNTY OF EL DORADO	
By:	
	Raymond J. Nutting, Chair Board of Supervisors
ATTEST:	
Suzanne Allen de Sanchez Clerk of the Board of Supervisors	;
By:	
Deputy Clerk	