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 **LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION,** referred to herein as ("Seller"), with reference to the following facts:

RECITALS

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

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

Seller's Initials

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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, D, E, F and G, and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$19,625.00 for the fee title, \$67,669.00 for the Highway Easements; \$871.00 for the Utility Easement, \$288.00 for the Temporary Construction Easement, for a total amount of \$88,453.00 rounded to \$88,500.00 (Eighty-eight Thousand Five Hundred Dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39431 which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deeds and Easement Deeds 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 August 30, 2013, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

Seller's Initials_____

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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 Deeds and Easements.

5. TITLE

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

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No. 201-39431, if any; and
- C. Exceptions from Report Order No. 201-39431 numbered 1, 2, 3, 4, 10, 11, 12, 13, 14 and 15 paid current, and subject to item 5, 7, 8, 9, 16, 17, 18, 19,20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 as listed in said preliminary title report.

Seller agrees to assist escrow to remove all other exceptions to title prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the

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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. WARRANTIES

Seller warrants that:

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

7. 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. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real

Seller's Initials_____

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

8. 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 AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

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

10. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements incidental to Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County.

Seller's Initials_____

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

11. COUNTERPARTS

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

12. <u>REAL ESTATE BROKER</u>

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

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds 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 Certificates of Acceptance to be attached to and recorded with the Grant and Easement Deeds.
- C. Escrow Holder shall:
 - (i) Record the Grant Deeds and Easement Deeds for the Acquisitions,
 - (ii) Properties described and depicted in Exhibit B, C, D, E, F and G and the exhibits thereto, together with County's Certificates of Acceptance.

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

14. TIME IS OF THE ESSENCE

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

15. 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.

16. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to 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: Larry Patterson 4400 Patterson Drive Diamond Springs, CA 95619
- COUNTY: County of El Dorado Board of Supervisors Attention: Clerk of the Board 360 Fair Lane Placerville, CA 95667

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

17. BINDING EFFECT

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

18. GOVERNING LAW

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

19. HEADINGS

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

20. <u>WAIVER</u>

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.

21. ATTORNEY'S FEES

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

22. LEASE WARRANTY PROVISION

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

23. CONSTRUCTION CONTRACT WORK

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

(i) County or County's contractor or authorized agent will remove the affected improvements which are the chain link fencing and gate and replace with like kind material at the new property line along Pleasant Valley Road. Upon removal of owners existing fencing and gate temporary fencing will be constructed and maintained till the permanent fencing and gate is constructed.

(ii) A 30 foot wide commercial size driveway cut out will be created as part of this project along Patterson Drive. The driveway location will be across from the current Tower Mart Driveway located on Patterson Drive.

(iii) County or County's contractor or authorized agent will remove any trees, tree limbs, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed.

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's Initials_____

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24. 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 331-310-09, 331-310-08, 331-390-08, 331-390-12) where necessary, to perform the work as described in Section 24 of this Agreement. Seller understands and agrees that after completion of the work described in Section 24, said facilities,

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

25. <u>EFFECTIVE DATE</u>

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.

26. 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.

SELLER: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

Date:	

By:

Lawrence Patterson Its President

COUNTY OF EL DORADO:

Date:_____

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

EXHIBIT "A" LEGAL DESCRIPTION

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

PARCEL ONE:

A PORTION OF SECTION 36 AND SECTION 25, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON FEBRUARY 28, 1986 IN BOOK 35 OF PARCEL MAPS AT PAGE 12.

A.P.N. 331-310-09-100

PARCEL TWO:

A PORTION OF SECTION 36 AND SECTION 25, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON FEBRUARY 28, 1986 IN BOOK 35 OF PARCEL MAPS AT PAGE 12.

A.P.N. 331-310-08-100 A.P.N. 331-390-08-100 A.P.N. 331-390-12-100 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: 331-310-09**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination

EXHIBIT "B"

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of ______, 2013.

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit 'A'

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning on the northerly line of said Parcel 1 from which the most northerly corner thereof bears North 50° 55' 38" West 34.25 feet; thence from said POINT OF BEGINNING along said northerly line South 50° 55' 38" East 53.30 feet to the beginning of a curve to the left having a radius of 829.88; thence along said curve through a central angle of 16° 42' 25" an arc length of 241.99 feet, said curve being subtended by a chord which bears South 59° 16' 55" East 241.13 feet to the beginning of a non-tangent curve to the right having a radius of 25.00 feet; thence along said curve through a central angle of 52° 27' 59" an arc length of 22.89 feet, said curve being subtended by a chord which bears South 41° 23' 22" East 22.10 feet to the beginning of a non-tangent curve to the right having a radius of 839.88 feet; thence leaving said northerly line along said curve through a central angle of 18° 03' 33" an arc length of 264.72 feet, said curve being subtended by a chord which bears North 59° 57' 25" West 263.63 feet; thence North 50° 55' 38" West 20.50 feet; thence North 65° 45' 01" West 33.66 feet; thence North 38° 16' 55" East 18.61 feet to the POINT OF BEGINNING, containing 3246 square feet or 0.07 acres more or less. See Exhibit 'B' attached hereto and made a part hereof.

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

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

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Loren A. Massaro P.L.S. 8117 Associate Land Surveyor El Dorado County, Department of Transportation

Dated: 11.09.2012



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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: 331-310-08**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A1" AND AS DEPICTED IN EXHIBIT "B1" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination

EXHIBIT "C"

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this ______ day of ______, 2013.

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit 'A1'

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning on the southerly right of way of Patterson Drive, said point being common to Parcel 1 and Parcel 2 of said parcel map; thence from said POINT OF BEGINNING along the northerly line of said Parcel 2 along a curve to the left having a radius of 829.88 feet, through a central angle of 01° 28' 47" an arc length of 21.43 feet, said curve being subtended by a chord which bears South 68° 22' 26" East 21.43 feet; thence leaving said northerly line South 20° 53' 10" West 10.00 feet; thence North 68° 59' 48" West 1.87 feet to the westerly line of said Parcel 2 and the beginning of a non-tangent curve to the left having a radius of 52° 26' 42" an arc length of 22.88 feet, said curve being subtended by a chord which bears North 41° 24' 01" West 22.09 feet to the POINT OF BEGINNING, containing 77 square feet more or less. See Exhibit 'B1' attached hereto and made a part hereof.

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

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

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

Dated: 11.09.2012



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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: 331-310-09**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A2" AND AS DEPICTED IN EXHIBIT "B2" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

EXHIBIT "D"

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

The Grantor hereby further grants to grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right of way, including the right to take water, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The grantor, for the grantor and the grantor's successors, and assigns, hereby waivers any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this __________, 2013.

GRANTOR: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

Date: _____ By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit 'A2' (36188-3)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at the southwest corner of said Parcel 1; thence from said POINT OF BEGINNING along the easterly right of way line of State Highway 49 North 36° 05' 02" East 257.96 feet; thence North 39° 04' 22" East 72.67 feet to the southerly right of way line of Patterson Drive and the beginning of a curve to the right having a radius of 25.00 feet; thence along said right of way and along said curve through a central angle of 90° 00' 00" an arc length of 39.27 feet, said curve being subtended by a chord which bears North 84° 04' 22" East 35.35 feet; thence South 50° 55' 38" East 34.25 feet; thence leaving said right of way South 38° 16' 55" West 18.61 feet; thence North 65° 45' 01" West 10.70 feet to the beginning of a curve to the left having a radius of 25.00 feet; thence along said curve through a central angle of 77° 24' 34" an arc length of 33.78 feet, said curve being subtended by a chord which bears South 75° 32' 41" West 31.27 feet to the beginning of a non-tangent curve to the left having a radius of 3434.00 feet; thence along said curve through a central angle of 00° 15' 52" an arc length of 15.85 feet, said curve being subtended by a chord which bears South 36° 42' 28" West 15.85 feet; thence South 36° 34' 32" West 291.64 feet; thence North 53° 54' 58" West 30.52 feet to the POINT OF BEGINNING. See Exhibit 'B2' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description Is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

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Loren A. Massaro P.L.S. 8117 Associate Land Surveyor El Dorado County, Department of Transportation

Dated: 11.09.2012



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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: 331-310-08**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A3" AND AS DEPICTED IN EXHIBIT "B3" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

EXHIBIT "E"

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

The Grantor hereby further grants to grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right of way, including the right to take water, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The grantor, for the grantor and the grantor's successors, and assigns, hereby waivers any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this ______ day of ______, 2013.

GRANTOR: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit 'A3' (36188-1)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state, lying northwesterly of the following described line:

Beginning on the northerly line of said Parcel 2 from which the southwest corner of Parcel 1 of said Parcel Map bears North 53° 54' 58" West a distance of 30.52 feet; thence from said POINT OF BEGINNING leaving said northerly line South 36° 34' 32" West 285.99 feet to the beginning of a curve to the right having a radius of 882.66 feet; thence along sald curve through a central angle of 01° 22' 10" an arc length of 21.10 feet, said curve being subtended by a chord which bears South 37° 15' 37" West 21.10 feet; thence South 60° 05' 48" West 67.91 feet to the easterly right of way of State Highway 49. See Exhibit 'B3' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

a. Mu

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

Dated: 11.09.2012



l of l



Distribution Easement (Rev. 01/11)	
RECORDING REQUESTED BY AND RETURN TO:	
PACIFIC GAS AND ELECTRIC COMPANY	
Land Management Office	
343 Sacramento Street	
Auburn, CA 95603	
Location: City/Uninc	
Recording Fee \$	
Document Transfer Tax \$	
[] This is a conveyance where the consideration and	
Value is less than \$100.00 (R&T 11911).	
[] Computed on Full Value of Property Conveyed, or	
[] Computed on Full Value Less Liens	
& Encumbrances Remaining at Time of Sale	
Signature of declarant or agent determining tax	(SPACE ABOVE FOR RECORDER'S USE ONLY)
LD# 2110-10-	EASEMENT DEED
PM 30906018	

LAKE OAKS MOBILE HOME COMMUNITY, INC., a California corporation,

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

(APN 331-310-09)

PARCEL 1 as shown upon the Parcel Map filed for record February 28, 1986, in Book 35 of Parcel Maps at page 12, El Dorado County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the parcel of land described in Exhibit 'A5' and shown on Exhibit 'B5' attached hereto and made a part hereof.

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

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

EXHIBIT "F"

Distribution Easement Rev. (01/11)

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

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

Dated: _____.

LAKE OAKS MOBILE HOME COMMUNITY, INC., a California corporation,

By _____

Its ______
Print Name and Title

North Valley Area 6 Division: Sierra Land Service Office: Auburn **Operating Department: Electric Distribution** USGS location: MDM, T.10N. R.10E. Section 25, SW1/4 of the SW1/4 FERC License Number(s): NA PG&E Drawing Number: 30906018 PLAT NO.: I-41-21 LD of any affected documents: NA LD of any Cross-referenced documents: NA TYPE OF INTEREST: 04, 06, 43 SBE Parcel Number: NA (For Quitclaims, % being quitclaimed) NA PM #: 30906018 JCN: NA County: El Dorado Utility Notice Numbers: NA 851 Approval Application No. NA Decision NA Prepared By: GPY1 Checked By: DMLi **Revision Number: NA**

EXHIBIT "F"

Distribution Easement Rev. (01/11)

State of California County of)
J J
On, before me,
personally appeared
••••••••••••••••••••••••••••••••••••••
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
when the person(s) acted, excedued the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.
WITNESS my hand and official seal.
(Seal)
Signature of Notary Public
CAPACITY CLAIMED BY SIGNER
[] Individual(s) signing for oneself/themselves
[] Corporate Officer(s) of the above named corporation(s)
[] Trustee(s) of the above named Trust(s)
[] Partner(s) of the above named Partnership(s)
[] Attorney(s)-in-Fact of the above named Principal(s)
[] Other

Exhibit `A5' (36188-4)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at a point from which the most northerly corner of said Parcel 1 bears the following 2 (two) courses 1) North 38° 16' 55" East 2.02 feet and 2) North 50° 55' 38" West 34.25 feet; thence from said POINT OF BEGINNING South 38° 16' 55" West 5.15 feet: thence North 65° 45' 01" West 18.41 feet to the beginning of a curve to the left having a radius of 34.10 feet; thence along said curve through a central angle of 73° 03' 59" an arc length of 43.49 feet, said curve being subtended by a chord which bears South 77° 42' 59" West 40.60 feet to the beginning of a non-tangent curve to the left having a radius of 22.50 feet: thence along said curve through a central angle of 49° 19' 31" an arc length of 19.37 feet, said curve being subtended by a chord which bears South 16° 31' 14" West 18.78 feet; thence South 81° 51' 28" West 5.00 feet to the beginning of a non-tangent curve to the right having a radius of 27.50 feet; thence along said curve through a central angle of 49° 19' 31" an arc length of 23.67 feet, said curve being subtended by a chord which bears North 16° 31' 14" East 22.95 feet to the beginning of a non-tangent curve to the right having a radius of 39.10 feet; thence along said curve through a central angle of 73° 03' 59" an arc length of 49.86 feet, said curve being subtended by a chord which bears North 77° 42' 59" East 46.55 feet; thence South 65° 45' 01" East 19.66 feet to the POINT OF BEGINNING. See Exhibit 'B5' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

Dated: 13.13.2013



13-0530 B 32 of 67



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:		
County of El Dorado		
Department of Transportation		
Board of Supervisors		
360 Fair Lane		
Placerville, CA 95667		
APN: 331-310-08		
Project: Pleasant Valley Road (State Route 49)/		
Patterson Drive Intersection Signalization Project		

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants 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 "A4" and "B4" 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 \$288.00 (TWO HUNDRED EIGHTY-EIGHT DOLLARS EXACTLY) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
- 2. Grantor represents and warrants that they are the owner of the property described in Exhibit A4 and depicted on the map in Exhibit B4 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 Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (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

EXHIBIT "G"

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

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$12.00 (Twelve dollars, 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: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

Executed on:_____, 2013

By:

Lawrence Patterson Its President

(A Notary Public Must Acknowledge All Signatures)

Exhibit `A4' (36188-2)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at a point from which the southwest corner of Parcel 1 of said Parcel Map bears the following 2 (two) courses, 1) North 36° 34' 32" East 90.33 feet and 2) North 53° 54' 58" West a distance of 30.52 feet thence from said POINT OF BEGINNING South 53° 25' 28" East 10.00 feet; thence South 36° 34' 32" West 195.66 feet to the beginning of a curve to the right having a radius of 892.66 feet; thence along said curve through a central angle of 01° 29' 44" an arc length of 23.30 feet, said curve being subtended by a chord which bears South 37° 19' 24" West 23.30 feet; thence South 60° 05' 48" West 92.31 feet; thence North 36° 05' 02" East 24.57 feet; thence North 60° 05' 48" East 67.91 feet to the beginning of a non-tangent curve to the left having a radius of 882.66 feet; thence along said curve being subtended by a chord which bears North 37° 15' 37" East 21.10 feet; thence North 36° 34' 32" East 195.66 feet to the POINT OF BEGINNING. See Exhibit 'B4' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

-l. Ma

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

Dated: 11.09.201-



1 of 1

13-0530 B 36 of 67


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: 331-310-09**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this ______ day of ______, 2013.

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit `A'

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning on the northerly line of said Parcel 1 from which the most northerly corner thereof bears North 50° 55' 38" West 34.25 feet: thence from said POINT OF BEGINNING along said northerly line South 50° 55' 38" East 53.30 feet to the beginning of a curve to the left having a radius of 829.88; thence along said curve through a central angle of 16° 42' 25" an arc length of 241.99 feet, said curve being subtended by a chord which bears South 59° 16' 55" East 241.13 feet to the beginning of a non-tangent curve to the right having a radius of 25.00 feet; thence along said curve through a central angle of 52° 27' 59" an arc length of 22.89 feet, said curve being subtended by a chord which bears South 41° 23' 22" East 22.10 feet to the beginning of a non-tangent curve to the right having a radius of 839.88 feet; thence leaving said northerly line along said curve through a central angle of 18° 03' 33" an arc length of 264.72 feet, said curve being subtended by a chord which bears North 59° 57' 25" West 263.63 feet; thence North 50° 55' 38" West 20.50 feet; thence North 65° 45' 01" West 33.66 feet; thence North 38° 16' 55" East 18.61 feet to the POINT OF BEGINNING, containing 3246 square feet or 0.07 acres more or less. See Exhibit 'B' attached hereto and made a part hereof.

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

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

a. Ma

Loren A. Massaro P.L.S. 8117

Dated: 10.23.2012



1 of 1



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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _______,2013, from LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 331-310-09

Dated this _____ day of _____, 2013.

COUNTY OF EL DORADO

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: ___

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: 331-310-08**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A1" AND AS DEPICTED IN EXHIBIT "B1" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this ______ day of ______, 2013.

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit `A1'

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning on the southerly right of way of Patterson Drive, said point being common to Parcel 1 and Parcel 2 of said parcel map; thence from said POINT OF BEGINNING along the northerly line of said Parcel 2 along a curve to the left having a radius of 829.88 feet, through a central angle of 01° 28' 47" an arc length of 21.43 feet, said curve being subtended by a chord which bears South 68° 22' 26" East 21.43 feet; thence leaving said northerly line South 20° 53' 10" West 10.00 feet; thence North 68° 59' 48" West 1.87 feet to the westerly line of said Parcel 2 and the beginning of a non-tangent curve to the left having a radius of 25.00 feet; thence along said westerly line along said curve through a central angle of 52° 26' 42" an arc length of 22.88 feet, said curve being subtended by a chord which bears North 41° 24' 01" West 22.09 feet to the POINT OF BEGINNING, containing 77 square feet more or less. See Exhibit 'B1' attached hereto and made a part hereof.

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

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

Loren A. Massaro

P.L.S. 8117

Dated: 10 . 23. 2012



1 of 1



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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _______,2013, from LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 331-310-08

Dated this _____ day of _____, 2013.

COUNTY OF EL DORADO

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: ___

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: 331-310-09**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A2" AND AS DEPICTED IN EXHIBIT "B2" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

The Grantor hereby further grants to grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right of way, including the right to take water, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The grantor, for the grantor and the grantor's successors, and assigns, hereby waivers any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _________ day of ________, 2013.

GRANTOR: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

Date: _____ By:

Lawrence Patterson Its President

Notary Acknowledgements To Follow

Exhibit 'A2' (36188-3)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at the southwest corner of said Parcel 1: thence from said POINT OF BEGINNING along the easterly right of way line of State Highway 49 North 36° 05' 02" East 257.96 feet: thence North 39° 04' 22" East 72.67 feet to the beginning of a curve to the right having a radius of 25.00 feet; thence leaving said right of way along said curve through a central angle of 90° 00' 00" an arc length of 39.27 feet, said curve being subtended by a chord which bears North 84° 04' 22" East 35.35 feet; thence South 50° 55' 38" East 34.25 feet; thence South 38° 16' 55" West 18.61 feet; thence North 65° 45' 01" West 10.70 feet to the beginning of a curve to the left having a radius of 25.00 feet; thence along said curve through a central angle of 77° 24' 34" an arc length of 33.78 feet, said curve being subtended by a chord which bears South 75° 32' 41" West 31.27 feet to the beginning of a non-tangent curve to the left having a radius of 3434.00 feet; thence along said curve through a central angle of 00° 15' 52" an arc length of 15.85 feet, said curve being subtended by a chord which bears South 36° 42' 28" West 15.85 feet; thence South 36° 34' 32" West 291.64 feet; thence North 53° 54' 58" West 30.52 feet to the POINT OF BEGINNING, containing 11757 square feet or 0.27 acres more or less. See Exhibit 'B2' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

.C. Ma

Loren A. Massaro

P.L.S. 8117

Dated: 10.23.2012



1 of **I**



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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Highway Easement dated ______,2013, from LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 331-310-09

Dated this _____ day of _____, 2013.

COUNTY OF EL DORADO

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: ___

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: County of El Dorado Department of Transportation Board of Supervisors 360 Fair Lane Placerville, CA 95667 **APN: 331-310-08**

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A3" AND AS DEPICTED IN EXHIBIT "B3" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

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

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

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this ______ day of ______, 2013.

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

By:

Lawrence Patterson Its President All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state, lying northwesterly of the following described line:

Beginning on the northerly line of said Parcel 2 from which the southwest corner of Parcel 1 of said Parcel Map bears North 53° 54' 58" West a distance of 30.52 feet; thence from said POINT OF BEGINNING leaving said northerly line South 36° 34' 32" West 285.99 feet to the beginning of a curve to the right having a radius of 882.66 feet; thence along said curve through a central angle of 01° 22' 10" an arc length of 21.10 feet, said curve being subtended by a chord which bears South 37° 15' 37" West 21.10 feet; thence South 60° 05' 48" West 67.91 feet to the easterly right of way of State Highway 49, containing 9824 square feet or 0.23 acres more or less. See Exhibit 'B3' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

C. Mu

Loren A. Massaro

P.L.S. 8117

Dated: 10.23.2012



1 of 1



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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Highway Easement dated ______,2013, from LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 331-310-08

Dated this _____ day of _____, 2013.

COUNTY OF EL DORADO

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: ___

Distribution Easement (Rev. 01/11) RECORDING REQUESTED BY AND RETURN TO:	
PACIFIC GAS AND ELECTRIC COMPANY Land Management Office 343 Sacramento Street Auburn, CA 95603	
Location: City/Uninc Recording Fee \$ Document Transfer Tax \$ [] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911). [] Computed on Full Value of Property Conveyed, or [] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale	
Signature of declarant or agent determining tax	(SPACE ABOVE FOR RECORDER'S USE ONLY)
LD# 2110-10-	EASEMENT DEED

PM 30906018

LAKE OAKS MOBILE HOME COMMUNITY, INC., a California corporation,

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

(APN 331-310-09)

PARCEL 1 as shown upon the Parcel Map filed for record February 28, 1986, in Book 35 of Parcel Maps at page 12, El Dorado County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the parcel of land described in Exhibit 'A5' and shown on Exhibit 'B5' attached hereto and made a part hereof.

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

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

Distribution Easement Rev. (01/11)

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

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

Dated: _____.

LAKE OAKS MOBILE HOME COMMUNITY, INC., a California corporation,

By _____

Its _____ Print Name and Title

North Valley Area 6 **Division:** Sierra Land Service Office: Auburn **Operating Department: Electric Distribution** USGS location: MDM, T.10N. R.10E. Section 25, SW1/4 of the SW1/4 FERC License Number(s): NA PG&E Drawing Number: 30906018 PLAT NO.: I-41-21 LD of any affected documents: NA LD of any Cross-referenced documents: NA **TYPE OF INTEREST: 04, 06, 43** SBE Parcel Number: NA (For Quitclaims, % being quitclaimed) NA PM #: 30906018 JCN: NA County: El Dorado Utility Notice Numbers: NA 851 Approval Application No. NA Decision NA Prepared By: GPY1 Checked By: DMLj **Revision Number: NA**

State of California County of)		
On	, before me,	Here insert name and title of the officer	Notary Public,
personally appeared			
who proved to me on the basis of s	atisfactory evidence to b	e the person(s) whose name(s	s) is/are subscribed to
the within instrument and acknowl	edged to me that he/she/	they executed the same in hi	is/her/their authorized
capacity(ies), and that by his/her/the	eir signature(s) on the ins	strument the person(s), or the	entity upon behalf of
which the person(s) acted, executed	the instrument.		
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph			
is true and correct.			
WITNESS my hand and official sea	al.		
			(0))
Signature of Notary Public	*************		(Seal)
CAPACITY CLAIMED BY SIG	NER		
[] Individual(s) signing for onese	lf/themselves		
[] Corporate Officer(s) of the above named corporation(s)			
[] Trustee(s) of the above named	Trust(s)		
[] Partner(s) of the above named	Partnership(s)		
[] Attorney(s)-in-Fact of the above	/e named Principal(s)		
[] Other			

Exhibit **`A5'** (36188-4)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at a point from which the most northerly corner of said Parcel 1 bears the following 2 (two) courses 1) North 38° 16' 55" East 2.02 feet and 2) North 50° 55' 38" West 34.25 feet; thence from said POINT OF BEGINNING South 38° 16' 55" West 5.15 feet; thence North 65° 45' 01" West 18.41 feet to the beginning of a curve to the left having a radius of 34.10 feet; thence along said curve through a central angle of 73° 03' 59" an arc length of 43.49 feet, said curve being subtended by a chord which bears South 77° 42' 59" West 40.60 feet to the beginning of a non-tangent curve to the left having a radius of 22.50 feet; thence along said curve through a central angle of 49° 19' 31" an arc length of 19.37 feet, said curve being subtended by a chord which bears South 16° 31' 14" West 18.78 feet; thence South 81° 51' 28" West 5.00 feet to the beginning of a non-tangent curve to the right having a radius of 27.50 feet; thence along said curve through a central angle of 49° 19' 31" an arc length of 23.67 feet, said curve being subtended by a chord which bears North 16° 31' 14" East 22.95 feet to the beginning of a non-tangent curve to the right having a radius of 39.10 feet; thence along said curve through a central angle of 73° 03' 59" an arc length of 49.86 feet, said curve being subtended by a chord which bears North 77° 42' 59" East 46.55 feet; thence South 65° 45' 01" East 19.66 feet to the POINT OF BEGINNING. See Exhibit 'B5' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

Dated: 13.13.2013



1 of 1

13-0530 B 61 of 67



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: 331-310-08
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants 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 "A4" and "B4" 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 \$288.00 (TWO HUNDRED EIGHTY-EIGHT DOLLARS EXACTLY) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
- 2. Grantor represents and warrants that they are the owner of the property described in Exhibit A4 and depicted on the map in Exhibit B4 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 Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project). Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of

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

- 4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$12.00 (Twelve dollars, 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: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

Executed on:_____, 2013

By:

Lawrence Patterson Its President

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A4' (36188-2)

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at a point from which the southwest corner of Parcel 1 of said Parcel Map bears the following 2 (two) courses, 1) North 36° 34' 32" East 90.33 feet and 2) North 53° 54' 58" West a distance of 30.52 feet thence from said POINT OF BEGINNING South 53° 25' 28" East 10.00 feet; thence South 36° 34' 32" West 195.66 feet to the beginning of a curve to the right having a radius of 892.66 feet; thence along said curve through a central angle of 01° 29' 44" an arc length of 23.30 feet, sald curve being subtended by a chord which bears South 37° 19' 24" West 23.30 feet; thence South 60° 05' 48" West 92.31 feet; thence North 36° 05' 02" East 24.57 feet; thence North 60° 05' 48" East 67.91 feet to the beginning of a non-tangent curve to the left having a radius of 882.66 feet; thence along said curve being subtended by a chord which bears North 37° 15' 37" East 21.10 feet; thence North 36° 34' 32" East 195.66 feet to the POINT OF BEGINNING, containing 2980 square feet or 0.07 acres more or less. See Exhibit 'B4' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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

a.m.

Loren A. Massaro P.L.S. 8117



1 of 1

13-0530 B 65 of 67



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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated ______,2013, from LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 331-310-08

Dated this day of , 2013.

COUNTY OF EL DORADO

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: ___