#### 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 Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust referred to herein as ("Sellers"), with reference to the following facts:

#### RECITALS

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

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

#### AGREEMENT

### 1. ACQUISITION

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, and D and the exhibits thereto.

Seller's Initials

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#### 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$25,888.00 for the fee title, \$3,862.00 for the Slope and Drainage and Drainage Easements, \$6,950.00 for a Temporary Construction Easement, \$16,005.00 for window mitigation (hereinafter referred to as "Window Mitigation Compensation"), and \$126,597.00 for severance damages and landscape mitigation, for a total amount of \$179,302.00 (one hundred seventy nine thousand three hundred two dollars, exactly) (hereinafter cumulatively referred to as "Total Compensation") which represents the total amount of compensation to Sellers.

#### 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39423 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 Deed and Easement Deeds from Sellers to County for the Acquisition Properties. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than April 30, 2014 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

#### 4. ESCROW AND OTHER FEES

County shall pay:

A. The Escrow Holder's fees; and

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- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easements.

#### 5. TITLE

Sellers shall by Grant Deed 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.201-39423, if any.
- C. Exceptions numbered 1, 2, 3, and 4 paid current, and subject to items 5, 6, 7, and 10, as listed in said preliminary title report.

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

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

Sellers acknowledge that County will use federal and local funds for the acquisition of the land

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Seller's Initials

rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement Deeds being conveyed by Sellers, and as shown in Exhibit B, C, and D and the exhibits thereto, attached hereto and incorporated by reference herein.

#### 7. WARRANTIES

Sellers warrant that:

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

#### 8. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Sellers authorize Escrow Holder to deduct and pay from the just

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

#### 9. SEGREGATION OF WINDOW MITIGATION

Escrow Holder shall segregate the sum of \$16,005.00 designated for Window Mitigation Compensation from the Total Compensation amount. Escrow Holder shall not pay to Sellers the Window Mitigation Compensation until Sellers have complied with Section 27 hereinbelow.

#### 10. ASSESSMENTS

It is agreed that Sellers shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency. Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorize 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.

#### 11. NO ENVIRONMENTAL VIOLATIONS

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

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#### 12. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements Green Valley Road at Weber Creek - Bridge Replacement, Project Number: 77114, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of 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.

#### 13. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

#### 14. 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.

#### 15. <u>REAL ESTATE BROKER</u>

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

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#### 16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers 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 Deed and Easement Deeds for the Acquisitions,
  - Properties described and depicted in Exhibit B, C, and D 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 Sellers.

#### 17. TIME IS OF THE ESSENCE

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

#### 18. BEST EFFORTS

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

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#### 19. NOTICES

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

- SELLERS: Donald and Beverly Fields as Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust 7301 Green Valley Road Placerville, California 95667
- COUNTY: County of El Dorado Board of Supervisors Attention: Clerk of the Board 330 Fair Lane Placerville, CA 95667
- COPY TO: County of El Dorado CDA, Transportation Division Attn: R/W Unit 2850 Fairlane Court Placerville, CA 95667

#### 20. 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.

#### 21. 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.

Seller's Initials

#### 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. LEASE WARRANTY PROVISION

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

#### 26. CONSTRUCTION CONTRACT WORK

A. County or County's contractors or authorized agents shall, at the time of construction, have access to, and perform the following construction work on, the Sellers's remaining property: County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the acquisition properties limits. Any trees that are four inches (4") in diameter or greater will be removed, cut and placed within the new property line for Sellers to use as firewood. Wood

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will be cut to sixteen inch (16") lengths and sorted into separate piles for four to eight inch (4"-8"), and greater than eight inch (8") diameter rounds. The wood piles will be located on the Seller's property outside of any easements, at an exact location to be agreed upon by the County and Sellers.

- B. County or County's contractors or authorized agents shall, at the time of construction, have access to, and perform the following construction work on, the Acquisition Properties: County or County's contractor or authorized agent will install new six foot (6') tall chain link fencing painted black adjacent to the maintenance access road from approximate Station 'GV' 41+28 to 'GV' 44+35, where applicable.
- C. County or County's contractors or authorized agents shall, at the time of construction, have access to, and perform the following construction work on, the Acquisition Properties: County or County's contractor or authorized agent will reconstruct a stone light column to match the existing column at approximate Station 'GV' 44+37, where applicable.

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. Sellers understand and agree that after completion of the work described, said facilities, except utility facilities, will be considered Sellers sole property and Sellers will be responsible for their maintenance and repair.

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#### 27. WINDOW MITIGATION

Sellers agree to implement CEQA Mitigation Measure NOISE-1 by replacing all main (upper) floor windows facing Green Valley Road with acoustically rated windows having an STC rating of 35 (thirty-five). Sellers agree to submit proof to escrow inclusive of invoices, cancelled checks and/or other appropriate payment verification showing that windows have been replaced, and upon such proof, Escrow Holder will pay that Window Mitigation Compensation (\$16,005.00) to Sellers. If window mitigation has not been completed by completion of construction of County's road Project, then Sellers authorize and consent to a deed restriction to be recorded against the Sellers remaining property which will not be released until window mitigation is completed. Sellers agree to cooperate and to execute any additional documents necessary to effect the deed restriction.

#### 28. EFFECTIVE DATE

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

#### 29. 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.

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SELLERS: Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and **Beverly A. Fields Revocable Trust** 

Date:  $\frac{9/27/2013}{2013}$ 

By:

Donald W. Fields, Trustee

Date: \_\_\_\_\_ 2013

By:

Dularh (- Aild Beverly A. Fields, Trustee

**COUNTY OF EL DORADO:** 

Date:

By:

, Chair

Board of Supervisors

ATTEST: James S. Mitrisin Clerk of the Board of Supervisors

Ву: \_

Deputy Clerk

Seller's Initials

#### EXHIBIT "A" LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF GREEN VALLEY ROAD, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 53 DEG 41' 27" EAST 3611.85 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM RAYMOND W. BERG ET UX TO ROBERT W. WEAVER, ET UX RECORDED APRIL 21, 1961 IN BOOK 547 OF OFFICIAL RECORDS AT PAGE 164, AS FOLLOWS: NORTH 52 DEG 49' 30" WEST 94.06 FEET, NORTH 38 DEG 06' 50" WEST 100.35 FEET, SOUTH 49 DEG 22' 10" WEST 330.05 FEET, AND SOUTH 16 DEG 18' 40" WEST 218.74 FEET TO THE CENTERLINE OF SAID GREEN VALLEY ROAD; THENCE ALONG SAID CENTERLINE AS FOLLOWS: SOUTH 61 DEG 17' EAST 190.17 FEET, SOUTH 76 DEG 53' EAST 50.00 FEET, NORTH 75 DEG 19' EAST 50.00 FEET, NORTH 41 DEG 46' EAST 50.00 FEET, NORTH 31 DEG 13' EAST 50.50 FEET, NORTH 24 DEG 30' EAST 277.26 FEET AND NORTH 12 DEG 48' 30" EAST 47.55 FEET TO THE POINT OF BEGINNING. ACCORDING TO A SURVEY MADE IN MARCH 1961 BY HAROLD S. PRESCOTT, RCE NO. 7400.

A.P.N. 325-110-47-100

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## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN: 325-110-47

Mail Tax Statements to above. Exempt from Documentary Tax Transfer Per Revenue and Taxation Code 11922 Above section for Recorder's use

#### **GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

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

GRANTOR

**Donald W. Fields, Trustee** 

**Beverly A. Fields, Trustee** 

(All signatures must be acknowledged by a Notary Public)

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### Exhibit `A'

All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain document number 2008-0031497, official records said county and state more particularly described as follows:

Beginning at the southwest corner of said parcel; thence from said POINT OF BEGINNING along the westerly boundary of said parcel North 15° 44' 37" East 52.24 feet; thence leaving said boundary South 66° 11' 43" East 16.68 feet to the beginning of a curve to the left having a radius of 245.00 feet; thence along said curve through a central angle of 25° 42' 08", an arc length of 109.90 feet, said curve being subtended by a chord which bears South 79° 02' 47" East 108.99 feet; thence South 01° 53' 51" East 8.00 feet to the beginning of a nontangent curve to the left having a radius of 253.00 feet; thence along said curve through a central angle of 35° 01' 30", an arc length of 154.66', said curve being subtended by a chord which bears North 70° 35' 23" East 152.26 feet; thence North 36° 55' 22" West 8.00 feet to the beginning of a non-tangent curve to the left having a radius of 245.00 feet: thence along said curve through a central angle of 35° 57' 40" an arc length of 153.77', said curve being subtended by a chord which bears North 35° 05' 48" East 151.26 feet: thence North 17° 06' 58" East 136.25 feet to the northeasterly boundary of said parcel; thence along said northeasterly boundary South 54° 01' 23" East 53.93 feet; thence South 12° 14' 30" West 48.08 feet; thence South 23° 55' 57" West 234.99 feet to the beginning of a non-tangent curve to the right having a radius of 317.00 feet: thence leaving said easterly boundary, along said curve through a central angle of 35° 39' 00" an arc length of 197.24 feet, said curve being subtended by a chord which bears South 65° 45' 49" West 194.07 feet to the beginning of nontangent curve to the left having a radius of 24.00 feet; thence along said curve through a central angle of 53° 03' 00" an arc length of 22.22 feet, said curve being subtended by a chord which bears South 37° 01' 33" East 21.44 feet: thence South 63° 33' 03" East 43.81 feet; thence South 26° 26' 57" West 8.00 feet; thence South 63° 33' 03" East 15.48 feet to the southerly boundary of said parcel; thence along said boundary South 74° 44' 57" West 9.94 feet; thence North 77° 27' 03" West 50.02 feet; thence North 61° 51' 03" West 190.23 feet to the POINT OF BEGINNING, containing 38,500 square feet or 0.88 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

#### End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All

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distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

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

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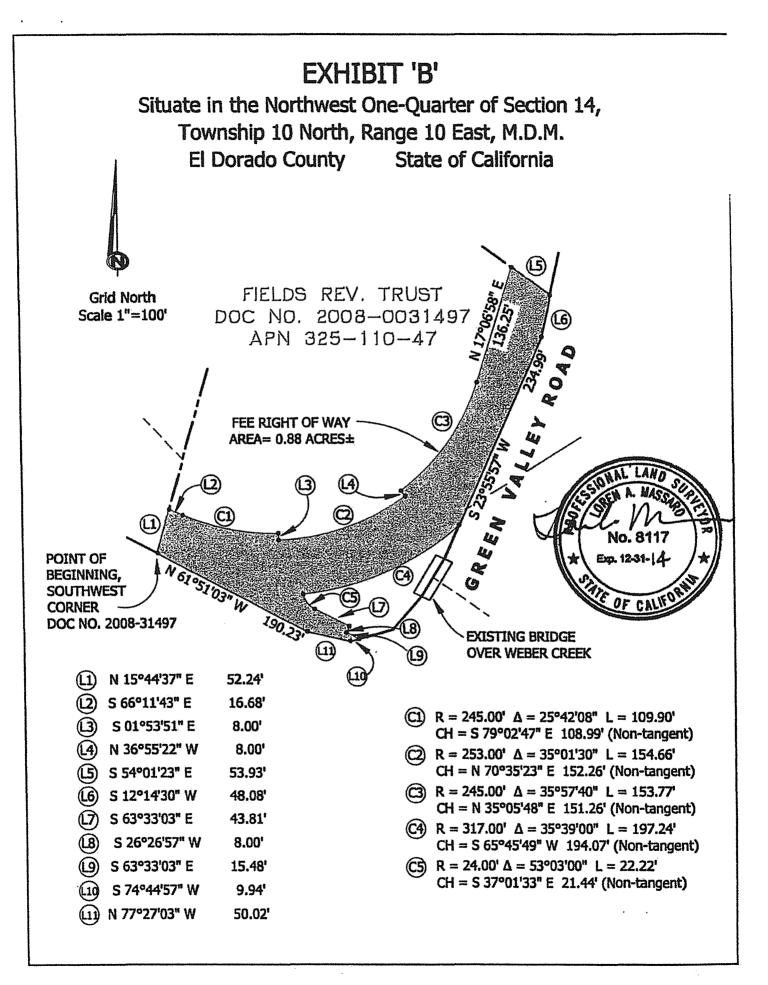
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Loren A. Massaro P.L.S. 8117 Associate Land Surveyor El Dorado County Transportation Division

01.29.2013 Dated:



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# RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_\_,201\_\_\_, from Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, 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: 325-110-47

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

#### **COUNTY OF EL DORADO**

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: \_

Deputy Clerk

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

APN 325-110-47

Above section for Recorder's use

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

#### GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto, to points five feet beyond top of cut slopes and toe of fill slopes, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibits 'A2' and 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.

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

**GRANTOR:** 

**Donald W. Fields, Trustee** 

**Beverly A. Fields, Trustee** 

(All signatures must be acknowledged by a Notary Public)

## Exhibit 'A2'

All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain document number 2008-0031497, official records said county and state more particularly described as follows:

#### Tract 1:

Beginning at a point from which the northeasterly corner of said parcel bears along the northeasterly boundary thereof South 54° 01' 23" East 53.93 feet; thence from said POINT OF BEGINNING South 17° 06' 58" West 136.24 feet to the beginning of a non-tangent curve to the right having a radius of 245.00 feet; thence along said curve through a central angle of 35° 57' 40" an arc length of 153.77 feet, said curve being subtended by a chord which bears South 35° 05' 48" West 151.26 feet; thence North 36° 55' 22" West 11.00 feet to the beginning of a non-tangent curve to the left having a radius of 234.00 feet; thence along said curve through a central angle of 17° 03' 56" an arc length of 69.70 feet, said curve being subtended by a chord which bears North 44° 32' 40" East 69.44 feet; thence North 00° 38' 32" West 31.66 feet; thence North 22° 12' 41" East 138.13 feet; thence North 42° 29' 24" East 49.01 feet to the POINT OF BEGINNING; containing 5561 square feet. See Exhibit 'B2' attached hereto and made a part hereof.

Together with, Tract 2

Beginning on the southerly boundary of said parcel from which the southwest corner thereof bears the following three (3) courses, 1) South 74° 44' 57" West 9.94 feet, 2) North 77° 27' 03" West 50.02 feet, 3) North 61° 51' 03" West 192.03 feet; thence from said POINT OF BEGINNING North 63° 33' 03" West 15.48 feet; thence North 26° 26' 57" East 8.00 feet; thence North 63° 33' 03" West 17.99 feet; thence North 26° 26' 57" East 9.00 feet; thence South 63° 33' 03" West 17.99 feet; thence North 26° 26' 57" East 9.00 feet; thence South 63° 33' 03" West 17.99 feet; thence North 26° 26' 57" East 9.00 feet; thence South 63° 33' 03" a radius of 85.00 feet; thence along said curve through a central angle of 08° 35' 03" an arc length of 12.74 feet, said curve being subtended by a chord which bears South 59° 15' 31" East 12.72 feet; thence South 74° 44' 57" West 24.12 feet to the POINT OF BEGINNING; containing 583 square feet more or less. See Exhibit 'B2' attached hereto and made a part hereof.

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Together with, Tract 3

Beginning on the southerly boundary of said parcel from which the northeasterly corner thereof bears the following two (2) courses, 1) North 23° 55' 57" East 254.87 feet and 2) North 12° 14' 30" East 48.08 feet; thence from said POINT OF BEGINNING South 23° 55' 57" West 19.88 feet; thence North 82° 28' 18" West 12.00 feet to the beginning of a non-tangent curve to the left having a radius of 317.00 feet; thence along said curve through a central angle of 04° 41' 23" an arc length of 25.95 feet, said curve being subtended by a chord which bears North 50° 17' 00" East 25.94 feet the PONT OF BEGINNING; containing 110 square feet more or less. See Exhibit 'B2' attached hereto and made a part hereof.

#### End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

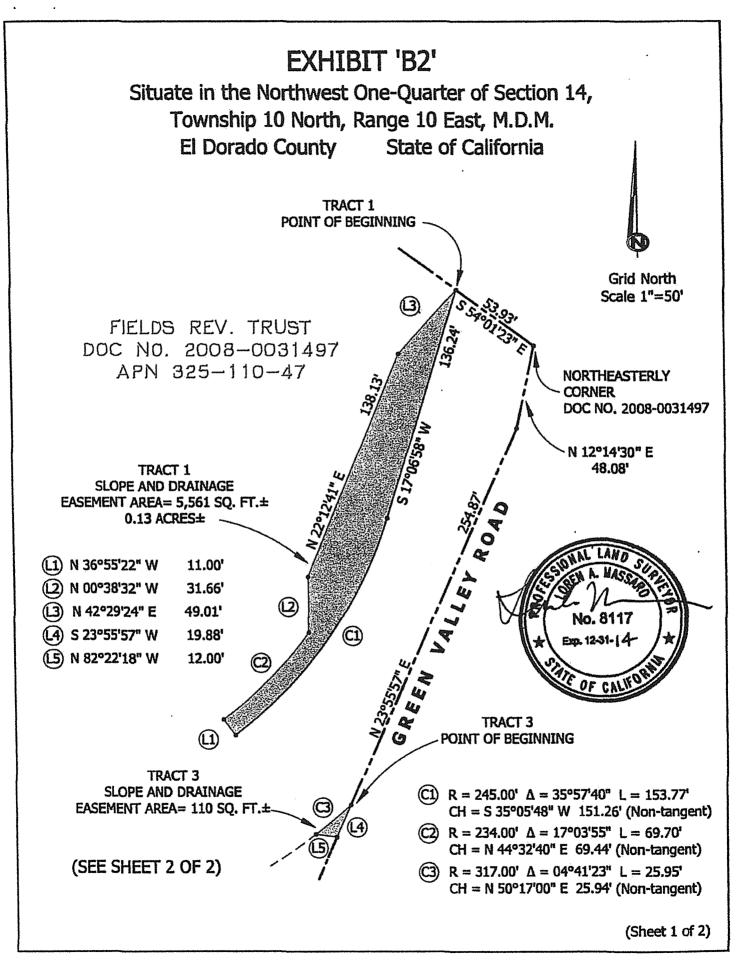
The purpose of this description is to describe those portions of said parcel for slope and drainage easement purposes.

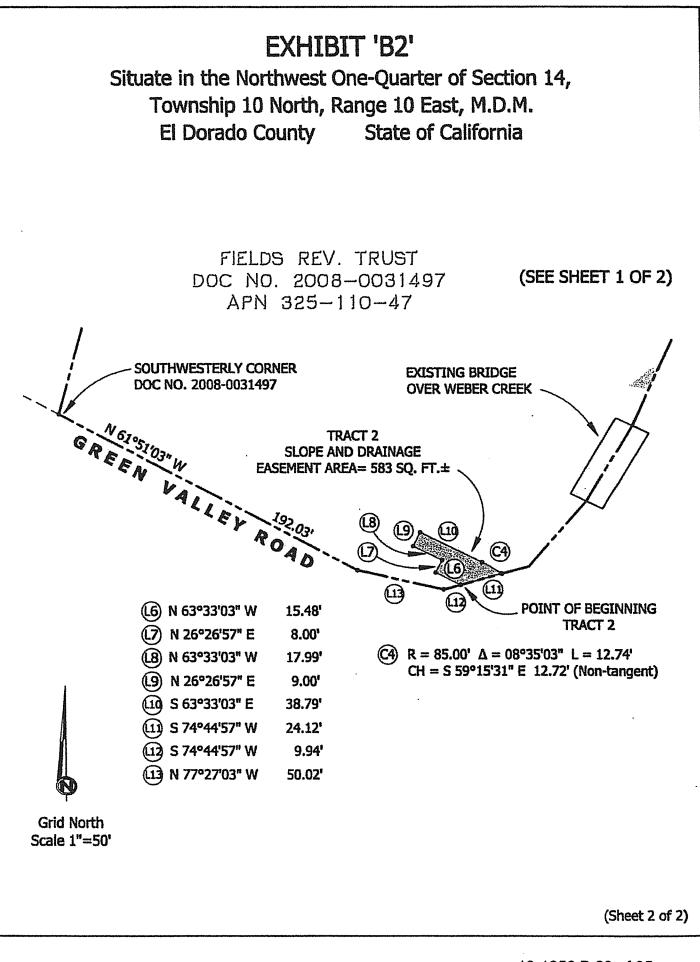
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Loren A. Massaro P.L.S. 8117 Associate Land Surveyor El Dorado County Transportation Division

Dated: 11.29.2013







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# RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Slope and Drainage Easement dated \_\_\_\_\_\_,201\_\_, from Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, 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: 325-110-47

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **COUNTY OF EL DORADO**

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

Ву: \_\_\_

Deputy Clerk

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

El Dorado County Board of Supervisors 360 Fair Lane Placerville, CA 95667

APN 325-110-47

Mail Tax Statements to above. Exempt from Documentary Transfer Tax Per Revenue and Taxation Code 11922 Above section for Recorder's use

#### GRANT OF DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, hereinafter referred to as "Grantor", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, a drainage easement for construction and maintenance of drainage facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibits 'A3' and 'B3' attached hereto and made a part hereof, which description is by this reference incorporated herein.

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

**GRANTOR:** 

**Donald W. Fields, Trustee** 

**Beverly A. Fields, Trustee** 

(All signatures must be acknowledged by a Notary Public)

### Exhibit 'A3'

All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain document number 2008-0031497, official records said county and state more particularly described as follows:

Beginning at a point from which the southwest corner said parcel bears the following seven (7) courses, 1) along a non-tangent curve to the left having a radius of 24.00 feet, through a central angle of 15° 30' 15" an arc length of 6.49 feet, said curve being subtended by a chord which bears South 55° 47' 55" East 6.47 feet; 2) South 63° 33' 03" East 43.81 feet; 3) South 26° 26' 57" West 8.00 feet; 4) South 63° 33' 03" East 15.48 feet; 5) South 74° 44' 57" West 9.94 feet; 6) North 77° 27' 03" West 50.02 feet; 7) North 61° 51' 03" West 190.23 feet; thence from said POINT OF BEGINNING along a non-tangent curve to the right having a radius of 24.00 feet through a central angle of 29° 14' 15" an arc length of 12.25 feet, said curve being subtended by a chord which bears North 33° 25' 40" West 12.11 feet; thence South 89° 03' 46" East 10.12 feet; thence South 00° 56' 14" West 10.00 feet; thence North 89° 03' 46" West 3.29 feet to the POINT OF BEGINNING; containing 73 square feet more or less. See Exhibit 'B3', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

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

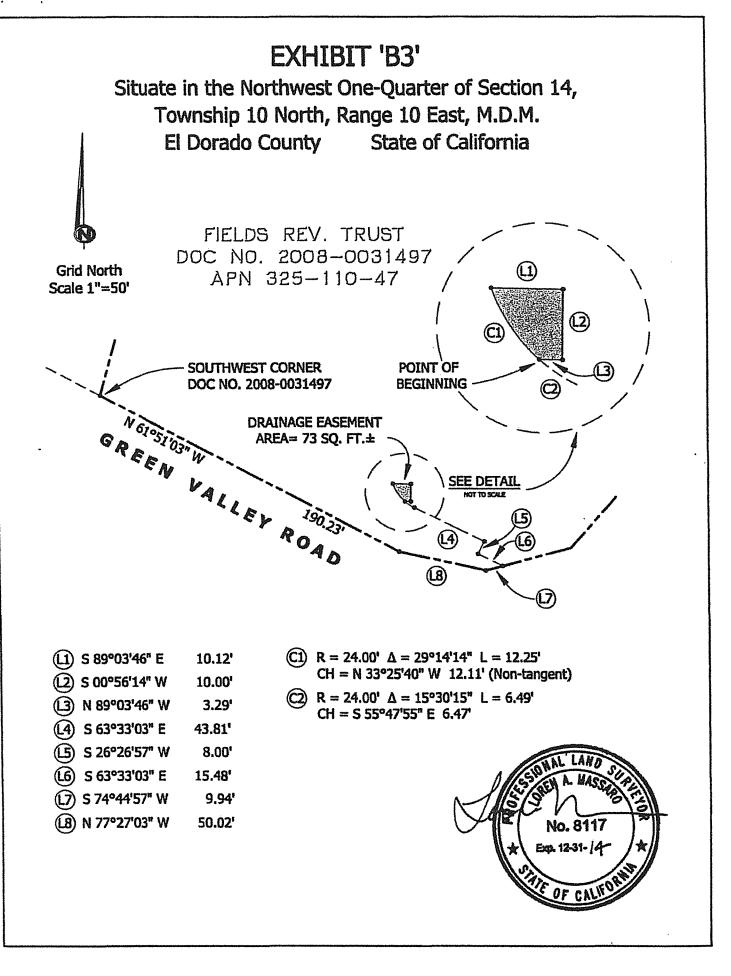
G. Ma

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

01.29.2013 Dated:



1 of 1



# RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Drainage Easement dated \_\_\_\_\_\_,201\_\_\_, from Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, 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: 325-110-47

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

### **COUNTY OF EL DORADO**

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: \_\_

Deputy Clerk

#### EXHIBIT "D"

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN: 325-110-47

Above section for Recorder's use

#### TEMPORARY CONSTRUCTION EASEMENT

Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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

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

- 1. In consideration of \$6,950.00 (SIX THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
- 2. Grantor represents and warrants that they are the owner of the property described in Exhibit 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 Green Valley Road/Weber Creek Bridge Replacement (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. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. 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

#### EXHIBIT "D"

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 five-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 \$289.58 (TWO HUNDRED EIGHTY NINE DOLLARS AND 58/100) monthly will be paid to the Grantor, until construction is completed.
- 5. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-four) months of construction, together with the five-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 for the temporary value loss of potential rental income as follows: For each month thereafter, the sum of \$270.83 (TWO HUNDRED SEVENTY DOLLARS AND 83/100) monthly will be paid to the Grantor, until construction is completed.
- 6. 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.

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

**GRANTOR:** 

Donald W. Fields, Trustee

**Beverly A. Fields, Trustee** 

(A Notary Public Must Acknowledge All Signatures)

## Exhibit `A1'

All that certain real property situate in the Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain document number 2008-0031497, official records said county and state more particularly described as follows:

#### Tract 1:

Beginning at a point from which the southwest corner of said parcel bears South 15° 44' 37" West 52.24 feet; thence from said POINT OF BEGINNING along the westerly boundary of said parcel North 15° 44' 37" East 10.10 feet; thence leaving said westerly boundary South 66° 11' 43" East 18.09 feet to the beginning of a non-tangent curve to the left having a radius of 235.00 feet; thence along said curve through a central angle of 10° 13' 59" an arc length of 41.97 feet, said curve being subtended by a chord which bears South 71° 18' 42" East 41.92 feet: thence North 58° 12' 18" East 26.00 feet: thence South 65° 54' 46" East 56.00 feet; thence North 83° 29' 12" East 17.98 feet; thence North 33° 02' 52" East 88.11 feet; thence North 65° 01' 08" East 23.00 feet; thence South 87° 23' 55" East 43.00 feet; thence South 43° 50' 00" East 20.60 feet to the beginning of a non-tangent curve to the right having a radius of 234.00 feet: thence along said curve through a central angle of 06° 54' 38" an arc length of 28.22 feet, said curve being subtended by a chord which bears South 49° 37' 19" West 28.21 feet; thence South 36° 55' 22" East 19.00 feet to the beginning of a non-tangent curve to the right having a radius of 253.00 feet; thence along said curve through a central angle of 35° 01' 31" an arc length of 154.66 feet, said curve being subtended by a chord which bears South 70° 35' 23" West 152.26 feet; thence North 01° 53' 51" West 8.00 feet to the beginning of a non-tangent curve to the right having a radius of 245.00 feet; thence along said curve through a central angle of 25° 42' 08" an arc length of 109.90 feet, said curve being subtended by a chord which bears North 79° 02' 47" West 108.99 feet; thence North 66° 11' 43" West 16.68 feet to the POINT OF BEGINNING; containing 9,176 square feet or 0.21 acres more or less. See Exhibit 'B1', attached hereto and made a part hereof.

#### Together with, Tract 2:

Beginning on the southerly boundary of said parcel from which the southwest corner thereof bears the following three (3) courses, 1) South 74° 44' 57" West 34.07 feet, 2) North 77° 27' 03" West 50.02 feet, 3) North 61° 51' 03" West 192.03 feet; thence from said POINT OF BEGINNING along a curve to the left having a radius of 85.00 feet, through a central angle of 08° 35' 03" an arc length of 12.74 feet, said curve being subtended by a chord which bears North

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59° 15' 31" West 12.72 feet; thence North 63° 33' 03" West 38.79 feet; thence South 26° 26' 57" West 9.00 feet: thence North 63° 33' 03" West 25.82 feet to the beginning of a curve to the right having a radius of 24.00 feet; thence along said curve through a central angle of 15° 30' 15" an arc length of 6.49 feet, said curve being subtended by a chord which bears North 55° 47' 55" West 6.47 feet: thence South 89° 03' 46" East 3.29 feet; thence North 00° 56' 14" East 10.00 feet; thence North 89° 03' 46" West 10.12 feet to the beginning of a nontangent curve to the right having a radius of 24.00 feet; thence along said curve through a central angle of 08° 18' 30" an arc length of 3.48 feet, said curve being subtended by a chord which bears North 14° 39' 18" West 3.48 feet to the beginning of a non-tangent curve to the left having a radius of 317.00 feet; thence along said curve through a central angle of 30° 57' 37" an arc length of 171.29 feet, said curve being subtended by a chord which bears North 68° 06' 31" East 169.22 feet; thence South 82° 22' 18" East 12.00 feet to the southerly boundary of said parcel; thence along said southerly boundary South 23° 55' 57" West 22.48 feet: thence South 30° 38' 57" West 50.52 feet: thence South 41° 11' 57" West 50.02 feet; thence South 74° 44' 57" West 15.95 feet to the POINT OF BEGINNING; containing 6,944 square feet or 0.16 acres more or less. See Exhibit 'B1', attached hereto and made a part hereof.

Together with, Tract 3:

Beginning on the northeasterly boundary of said parcel from which the northeasterly corner thereof bears South 54° 01' 23" East 53.93 feet; thence from said POINT OF BEGINNING South 42° 29' 24" West 49.01 feet; thence North 29° 21' 17" East 49.02 feet to said northeasterly boundary; thence along said boundary South 54° 01' 23" East 11.21 feet to the POINT OF BEGINNING; containing 273 square feet more or less. See Exhibit 'B1', attached hereto and made a part hereof.

#### End of Description

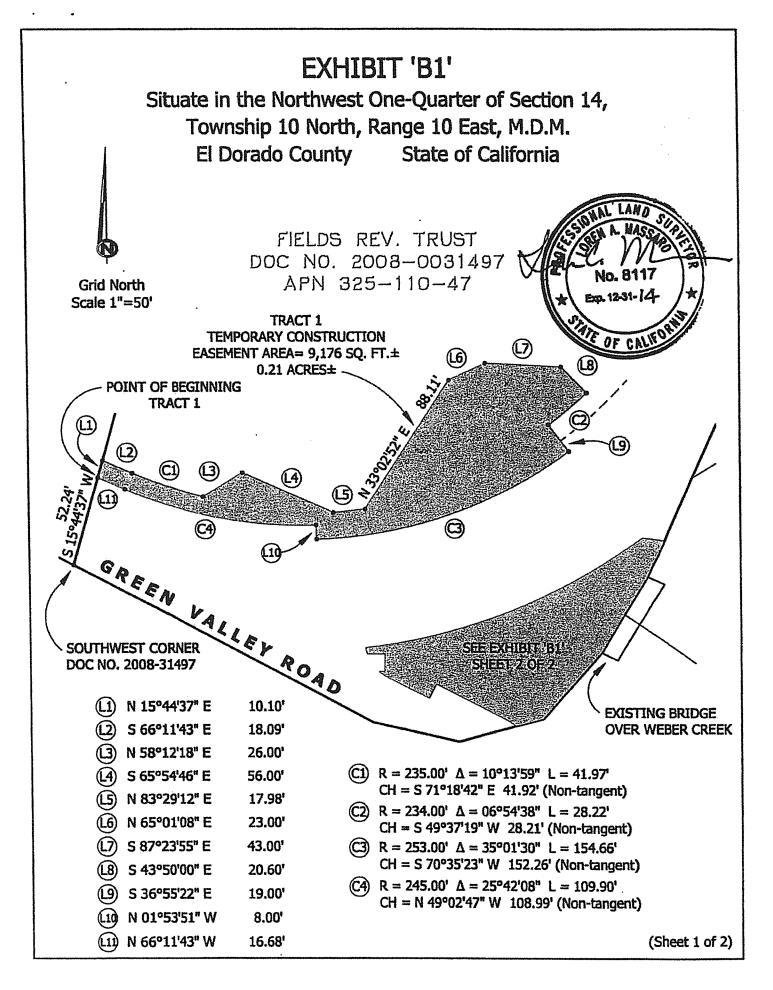
The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe those portions of said parcel for temporary construction easement purposes.

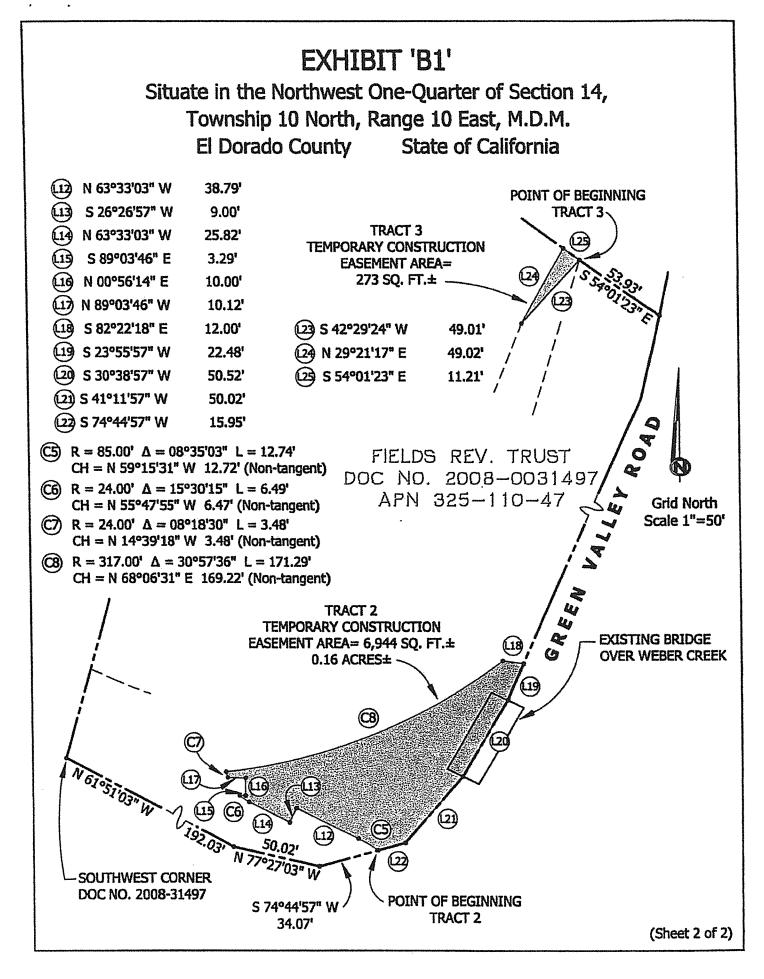
Loren A. Massaro P.L.S. 8117 Associate Land Surveyor, El Dorado County, Transportation Division

01. 29.2013 Dated:





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13-1252 B 34 of 35

# RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

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

### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated \_\_\_\_\_\_,20\_\_ from Donald W. Fields and Beverly A. Fields, Trustees of the Donald W. Fields and Beverly A. Fields Revocable Trust, 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: 325-110-47

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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#### COUNTY OF EL DORADO

By:

Ron Briggs, Chair Board of Supervisors

ATTEST:

James S. Mitrisin Clerk of the Board of Supervisors

Ву: \_\_\_

Deputy Clerk