

Sellers: SHOEMAKE;
GASTALDI; ET AL
APN: 089-060-01
Project#: 73360
Escrow#: 205-16524

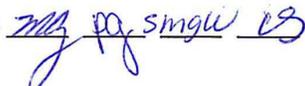
EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and **LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSEN, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST**, referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in an unincorporated area of El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as a Right of Way Easement, as described and depicted in Exhibit B, and the exhibits thereto, which is attached hereto and referred to hereinafter as "the Easement", on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein

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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 Easement, as described and depicted in the attached Exhibit B, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Easement is in the amount of **\$23.25 (Twenty Three Dollars and 25/100 Cents) for a Right of Way Easement, rounded to a total nominal value of \$1,000.00 (One Thousand Dollars, exactly).**

3. ESCROW

The acquisition of the Easement shall be consummated by means of **Escrow No. 205-16524** for APN 089-060-01 which has been opened at **Placer Title Company ("Escrow Holder")**. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easement. 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 **December 31, 2014**, unless the closing date is extended by mutual agreement of the

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parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

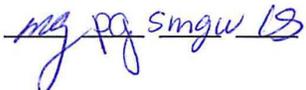
- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall, by Grant of Easement, grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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 Easement being conveyed by Sellers,

Sellers 

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and as shown in Exhibit B, 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.

8. 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 Easement 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 **Cold Springs Road Realignment Project, #73360**, 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

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includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Easement is conveyed and purchased, and Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

10. 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.

11. REAL ESTATE BROKER

Sellers have not employed a broker or sales agent in connection with the sale of the Easement, 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.

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Easement prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and

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recorded with the Easement.

C. Escrow Holder shall:

- (i) Record the Easement described and depicted in Exhibit B, and the exhibits thereto, together with County's Certificate of Acceptance.
- (ii) Deliver the just compensation to Sellers.

13. 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.

14. 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.

15. 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:

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Sellers: SHOEMAKE;
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SELLERS: Linda E. Shoemake
Marilyn J. Gastaldi
Polly Ann Gastaldi
Sonia M. Gastaldi-Ward
1327 Oro Lomo Drive
Placerville, CA 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

16. BINDING EFFECT

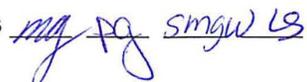
This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

17. 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.

18. 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.

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19. 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.

20. 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.

21. 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.

22. CONSTRUCTION CONTRACT WORK

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

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

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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 fencing, 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 fencing will be considered Sellers' sole property and Sellers will be responsible for its maintenance and repair.

23. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (**Assessor's Parcel Number 089-060-01**) where necessary, to perform the work as described in Section 22 of this Agreement.

24. EFFECTIVE DATE

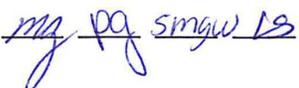
This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

25. 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.

26. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

Sellers 

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SELLERS: LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST

Date: 11-13-2014

By: Linda Elaine Shoemake
Linda E. Shoemake, Also Known As;
Linda Elaine Shoemake

Date: 11.5.14

By: Marilyn Jean Gastaldi
Marilyn J. Gastaldi, Also Known As;
Marilyn Jean Gastaldi; and
Marilyn Gastaldi Henricks

Date: 11/5/14

By: Polly Ann Gastaldi
Polly Ann Gastaldi, Also Known As;
Polly Gastaldi; and
Polly Galstadi Therkildsen

Sellers: SHOEMAKE;
GASTALDI; ET AL
APN: 089-060-01
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Date: 11-6-14

By: Sonia Marie Gastaldi-Ward
Sonia M. Gastaldi-Ward, Also Known As;
Sonia Ward; Sonia Marie Gastaldi; and
Sonia Marie Gastaldi-Ward

COUNTY OF EL DORADO:

Date: _____

By: _____
_____, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Sellers mg fg smgw

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:

1ST - COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M.; THENCE WEST 20.37 CHAINS; THENCE NORTH 10.00 CHAINS; THENCE SOUTH 88° EAST 3.50 CHAINS; THENCE NORTH 27° EAST 42 LINKS; THENCE SOUTH 88° EAST 12.27 CHAINS; THENCE SOUTH 86° EAST 4.50 CHAINS; THENCE SOUTH 9.30 CHAINS TO THE PLACE OF BEGINNING.

2ND. ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., ON THE SOUTHERLY SIDE OF THAT CERTAIN WAGON ROAD KNOWN AS PLACERVILLE AND GOLD HILL ROAD AND CONTAINING 13.35 ACRES, MORE OR LESS; AND SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M.

3RD. THE SOUTH HALF OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M.; SAYING AND EXCEPTING THAT PORTION AS CONVEYED BY MICHAEL SWEENEY TO GEO. GALE BY DEED DATED APRIL 17, 1877, OF RECORD IN BOOK 44 OF DEEDS AT PAGE 179, EL DORADO COUNTY RECORDS, TO WHICH REFERENCE IS HEREBY MADE AND THE SAME IS MADE A PART HEREOF FOR DESCRIPTION.

4TH. COMMENCING 72 LINKS NORTH OF THE SOUTHWEST CORNER OF NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M.; THENCE NORTH 16.34 CHAINS; THENCE SOUTH 33° EAST 7.00 CHAINS; THENCE NORTH 55° EAST 13.57 CHAINS; THENCE SOUTH 21° EAST 6.47 CHAINS; THENCE SOUTH 16° EAST 3.00 CHAINS; THENCE SOUTH 36° WEST 8.96 CHAINS; THENCE SOUTH 76 1/2° WEST 11.50 CHAINS; THENCE NORTH 73° WEST 1.64 CHAINS TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THAT LIES ON THE EASTERLY SIDE OF THE GOLD HILL DITCH ACROSS SAID TRACT.

5TH. COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., THENCE EAST 5.00 CHAINS; THENCE SOUTH 6° WEST 9.21 CHAINS; THENCE SOUTH 48 1/2° WEST 5.30 CHAINS; THENCE NORTH 12. 60 CHAINS TO THE PLACE OF BEGINNING.

6TH. THE SOUTHEAST QUARTER OF NORTHEAST QUARTER; NORTH HALF OF SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D. B.&M., (SAVING AND EXCEPTING THE FOLLOWING PORTIONS TO WIT:)

(A) PORTION AS CONVEYED BY JAMES SWEENEY TO JAMES G. O'BRIEN BY DEED DATED APRIL 19, 1875, OF RECORD IN BOOK V OF DEEDS AT PAGE 154, ET SEQ., EL DORADO COUNTY RECORDS.

EXHIBIT "A"
LEGAL DESCRIPTION continued

(B) PORTION AS CONVEYED BY JAMES SWEENEY TO HENRY J. TINNEY BY DEED DATED APRIL 19, 1875, OF RECORD IN BOOK 47 OF DEEDS, AT PAGE 583, RECORDS OF EL DORADO COUNTY.

(C) PORTION AS CONVEYED BY JAMES SWEENEY TO ANDREW J. CHRISTIE BY DEED DATED APRIL 19, 1875, OF RECORD IN BOOK T OF DEEDS, AT PAGE 110, RECORDS OF SAID COUNTY.

(D) ALSO EXCEPTING FROM THE LANDS HEREIN DESCRIBED THOSE PORTIONS CONVEYED BY GIOVANNI BATTISTA GASTALDI, ET AL, TO PERRY M. BEACH AND WIFE BY DEED DATED SEPTEMBER 29, 1924, OF RECORD IN BOOK 100 OF DEEDS, AT PAGE 58, RECORDS OF SAID COUNTY, TO WHICH SAID SEVERAL RECORDS REFERENCE IS HEREBY MADE AND THE SAME ARE MADE A PART HEREOF FOR DESCRIPTION, LYING NORTH, EAST AND WEST OF THE FOLLOWING DESCRIBED DIVISION LINE:

COMMENCING AT THE SOUTH AND EAST END OF DIVISION LINE, A POINT IN A FENCE LINE FROM WHICH POINT THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., BEARS NORTH 62° 45' EAST, 1964.00 FEET; THENCE FROM THE PLACE OF COMMENCEMENT FROM POINT TO POINT AS FOLLOWS: NORTH 17° 41' WEST 803.50 FEET; SOUTH 84° 02' WEST 587.70 FEET; NORTH 70° 51' WEST 99.10 FEET; SOUTH 63° 52' WEST 40.00 FEET; SOUTH 70° 51' EAST 20.00 FEET; SOUTH 63° 52' WEST 156.20 FEET; NORTH 70° 32' WEST 70.70 FEET; NORTH 40° 49' WEST 85.25 FEET; NORTH 80° 46' WEST 232.08 FEET; SOUTH 71° 45' WEST 524.20 FEET; SOUTH 77° 30' WEST 513.10 FEET; SOUTH 17° 00' EAST 1346.50 FEET AND SOUTH 3° 30' WEST 784.80 FEET TO A POINT IN THE CENTERLINE OF THE COUNTY ROAD LEADING FROM GOLD HILL TO COLD SPRINGS; THENCE ALONG THE CENTERLINE OF SAID COUNTY ROAD, SOUTH 56° 50' EAST 289.48 FEET AND SOUTH 49° 38' EAST 186.87 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M.

SUBJECT TO THAT CERTAIN BOUNDARY LINE AGREEMENT BY AND BETWEEN LEON GASTALDI AND ANITA GASTALDI AND RICHARD E. AKIN AND ERIKA AKIN, RECORDED IN THE OFFICIAL RECORDS OF EL DORADO COUNTY ON JANUARY 30, 1975, AS DOCUMENT NO. 2360, IN BOOK 1306 AT PAGE 464, ET SEQ.

A.P.N. 089-060-01-100

EXHIBIT B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

**APN 089-060-01
SHOEMAKE; GASTALDI, ET AL
#73360 – Cold Springs Road Realignment**

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

Above section for Recorder's use

GRANT OF RIGHT OF WAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a right of way easement over, upon, under, 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 EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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

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

EXHIBIT B

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 its name on this _____ day of _____, 20__.

GRANTOR: LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST

EXHIBIT B

Date: _____

By: _____
Linda E. Shoemake, Also Known As;
Linda Elaine Shoemake

Date: _____

By: _____
Marilyn J. Gastaldi, Also Known As;
Marilyn Jean Gastaldi; and
Marilyn Gastaldi Henricks

Date: _____

By: _____
Polly Ann Gastaldi, Also Known As;
Polly Gastaldi; and
Polly Galstadi Therkildsen

Date: _____

By: _____
Sonia M. Gastaldi-Ward, Also Known As;
Sonia Ward; Sonia Marie Gastaldi; and
Sonia Marie Gastaldi-Ward

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT B

Exhibit 'A'

All that certain real property situate in Section 33, Township 11 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 2000-0015945, official records said county and state more particularly described as follows:

Beginning at the southeast corner of said parcel, said point also being the southwest corner of that parcel of land as shown on that particular record of survey filed in book 9 of Surveys at Page 42 official records said county and state; thence from said POINT OF BEGINNING North 60° 12' 09" West 33.98 feet; thence North 28° 40' 35" East 25.29 feet to the beginning of a non-tangent curve to the right having a radius of 990.00 feet; thence along said curve through a central angle of 01° 11' 49" an arc length of 20.68 feet, said curve being subtended by a chord which bears South 60° 43' 30" East 20.68 feet; thence South 01° 21' 18" West 28.97 feet to POINT OF BEGINNING, containing 695 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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



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



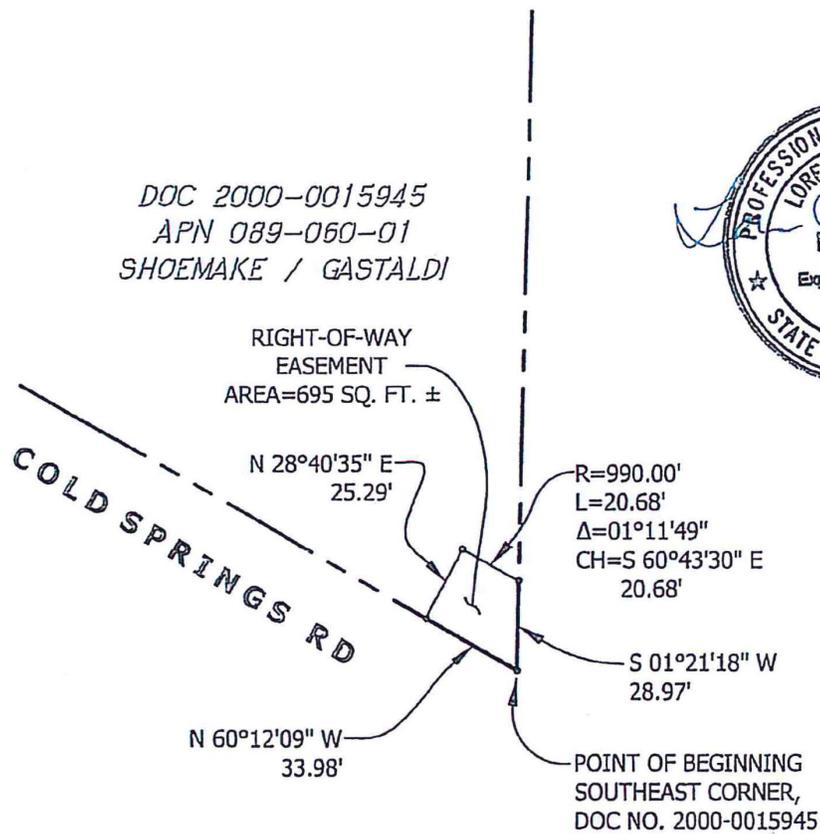
Dated: 06-28-2013

EXHIBIT B

EXHIBIT 'B'

Situate in Section 33, T. 11 N., R. 10 E., M.D.M.
County of El Dorado, State of California

DOC 2000-0015945
APN 089-060-01
SHOEMAKE / GASTALDI



Grid North
Scale 1"=50'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

**APN 089-060-01
SHOEMAKE; GASTALDI, ET AL
#73360 – Cold Springs Road Realignment**

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

Above section for Recorder's use

GRANT OF RIGHT OF WAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a right of way easement over, upon, under, 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 EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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

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

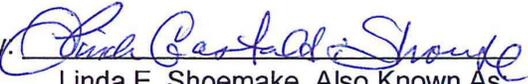
COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

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

GRANTOR: LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST

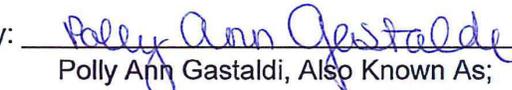
Date: 11-13-2014

By: 
Linda E. Shoemake, Also Known As,
Linda Elaine Shoemake

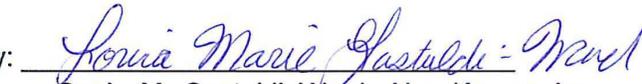
Date: 11-5-14

By: 
Marilyn J. Gastaldi, Also Known As;
Marilyn Jean Gastaldi; and
Marilyn Gastaldi Henricks

Date: 11/5/14

By: 
Polly Ann Gastaldi, Also Known As;
Polly Gastaldi; and
Polly Galstadi Therkildsen

Date: 11-6-14

By: 
Sonia M. Gastaldi-Ward, Also Known As;
Sonia Ward; Sonia Marie Gastaldi; and
Sonia Marie Gastaldi-Ward

(A Notary Public Must Acknowledge All Signatures)

CALIFORNIA ALL PURPOSE

ACKNOWLEDGMENT

State of California

County of El Dorado

On 11/13/2014 before me, Vanessa M Cothran notary public,
(here insert name and title of the officer)

Personally appeared LINDA Gastaldi Shoemaker

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.

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.

Signature Vanessa M Cothran

(Seal)



CALIFORNIA ALL PURPOSE

ACKNOWLEDGMENT

State of California

County of Sacramento

On 11/16/2014 before me, Vanessa M Cothran, notary public,
(here insert name and title of the officer)

Personally appeared Sonia Marie Gastaldi - Ward

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.

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.

Signature Vanessa M Cothran

(Seal)



CALIFORNIA ALL PURPOSE

ACKNOWLEDGMENT

State of California

County of El Dorado

On 11/5/2014 before me, Vanessa M Cothran, notary public,
(here insert name and title of the officer)

Personally appeared Marilyn Jean Castaldi and Polly

Ann Castaldi

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.

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.

Signature Vanessa M Cothran

(Seal)



Exhibit 'A'

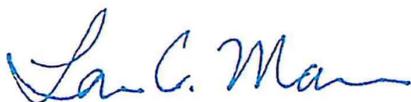
All that certain real property situate in Section 33, Township 11 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain Document Number 2000-0015945, official records said county and state more particularly described as follows:

Beginning at the southeast corner of said parcel, said point also being the southwest corner of that parcel of land as shown on that particular record of survey filed in book 9 of Surveys at Page 42 official records said county and state; thence from said POINT OF BEGINNING North 60° 12' 09" West 33.98 feet; thence North 28° 40' 35" East 25.29 feet to the beginning of a non-tangent curve to the right having a radius of 990.00 feet; thence along said curve through a central angle of 01° 11' 49" an arc length of 20.68 feet, said curve being subtended by a chord which bears South 60° 43' 30" East 20.68 feet; thence South 01° 21' 18" West 28.97 feet to POINT OF BEGINNING, containing 695 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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



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

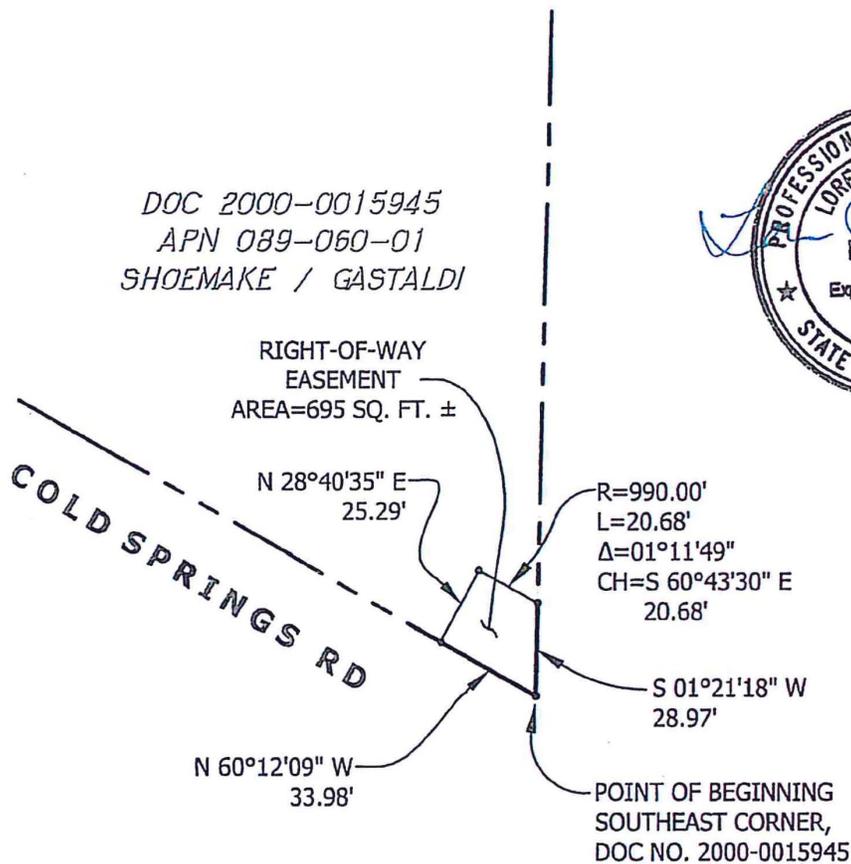


Dated: 06-28-2013

EXHIBIT 'B'

Situate in Section 33, T. 11 N., R. 10 E., M.D.M.
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DOC 2000-0015945
APN 089-060-01
SHOEMAKE / GASTALDI



Grid North
Scale 1"=50'

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

**SHOEMAKE;GASTALDI, ET AL
APN: 089-060-01
#73360 – Cold Springs Rd Realignment**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Right of Way Easement dated _____, 201__, from **LINDA E. SHOEMAKE, ALSO KNOWN AS LINDA ELAINE SHOEMAKE, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY; MARILYN J. GASTALDI, ALSO KNOWN AS MARILYN JEAN GASTALDI AND MARILYN GASTALDI HENRICKS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; POLLY ANN GASTALDI, ALSO KNOWN AS POLLY GASTALDI AND POLLY GASTALDI THERKILDSSEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY; AND SONIA M. GASTALDI-WARD, ALSO KNOWN AS SONIA WARD AND SONIA MARIE GASTALDI AND SONIA MARIE GASTALDI-WARD, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, EACH AS TO AN UNDIVIDED 25% INTEREST**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 089-060-01

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
_____, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk