

Sellers: FREITAS
APN: 325-180-30
Project#: 71346
Escrow#: 205-17675

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 **TAFF A. FREITAS AND DOROTHY A. FREITAS, AS HUSBAND AND WIFE AS JOINT TENANTS**, 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 Temporary Construction Easement, as described and depicted in Exhibit B, which is attached hereto and referred to hereinafter as "the Easement", on the terms and conditions herein set forth.

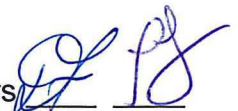
NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

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.

Sellers



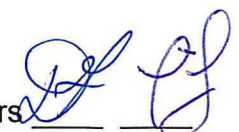
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2. JUST COMPENSATION

The just compensation for the **Temporary Construction Easement** is in the amount of **\$5,000.00** for an **Temporary Construction Easement**, **\$15,135.16** as **Settlement in Full for Trees removed from property during course of prior Temporary Construction Easement Acquisition for US50 Missouri Flat Road Interchange – Phase 1B (#71336)**, and **\$1,000** in the form of an **Administrative Settlement**, for a combined total of **\$21,135.16**, rounded to a total compensation of **21,150.00 (TWENTY ONE THOUSAND ONE HUNDRED FIFTY DOLLARS, exactly)** as compensation to the **Sellers**.

3. ESCROW

The acquisition of the Easement shall be consummated by means of **Escrow No. 205-17675** for **APN 325-180-30** 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 **JUNE 30, 2015**, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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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, 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. 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.

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D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.

7. 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 **#71346 – US50 MISSOURI FLAT ROAD INTERCHANGE IMPROVEMENTS – PHASE 1C – RIPARIAN RESTORATION**, 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.

8. 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 settlement in full for trees removed from property during the course of prior Temporary Construction Easement acquisition for US50 Missouri Flat Road Interchange – Phase 1B (#71336). Sellers hereby waive any and all claims of Sellers relating to said project and its prior phases, including but not limited to claims for removal of trees from the property that may exist on the date of this Agreement.

9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an

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original and all of which together shall constitute one and the same instrument.

10. REAL ESTATE BROKER

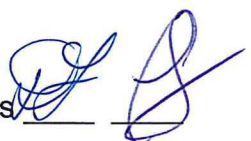
Sellers have not employed a broker or sales agent in connection with the sale of the Easement, and Sellers shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Sellers to pay any commission or other compensation to any broker or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

11. 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 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.

12. 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.

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13. 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.

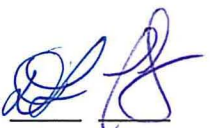
14. NOTICES

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: Taff and Dorothy Freitas
PO Box 226
Pinole, CA 94564**

**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**

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15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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21. 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 identify and mark, and subsequently review and confirm, in person and on-site, with Sellers the size, quantity and or portions of any trees, shrubs, or landscape improvements potentially in conflict with the proposed road improvements to be constructed. County or County's contractor will not disturb or remove any trees, shrubs, or landscape improvements that are unmarked or not flagged without review and prior approval of Sellers.
- B. County or County's contractor or authorized agent will make modifications, where and if, necessary to the Temporary Construction Easement area as shown in Exhibit B, and referenced as a 25' wide strip of land that shall be utilized by County or County's contractor or authorized agent to access Project Riparian areas. Any modifications to the existing access gravel road will be maintained to withstand the sustained use of construction related traffic throughout project duration and returned to pre-construction condition, or better, upon completion of project.
- C. County or County's contractor or authorized agent will maintain and improve the existing gravel access road to include installation of water bars, or other water diversion devices with the Sellers prior review and

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approval, at locations to be identified and agreed upon between County's contractor and Sellers, as necessary to divert water and prevent erosion of the existing access road improvements.

- D. County or County's contractor or authorized agent, upon completion of Project construction, will make repairs to the gravel access road, if and as necessary, to return the gravel roadway to its current improved condition with any water bars installed to remain intact and to be considered as part of the improved gravel roadway.

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 its maintenance and repair.

22. 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 325-180-30**) where necessary, to perform the work as described in Section 21 of this Agreement.

23. 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.

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24. 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.

25. 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: Taff A. Freitas and Dorothy A. Freitas,
As Husband and Wife, As Joint Tenants**

Date: 2-3-2015

By: 
Taff A. Freitas

Date: 2-3-2015

By: 
Dorothy A. Freitas

COUNTY OF EL DORADO:

Date: _____

By: _____
_____, Chair
Board of Supervisors

Sellers  

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ATTEST:

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Sellers 

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 NORTH HALF OF THE SOUTHEAST QUARTER AND OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., LYING NORTHERLY AND EASTERLY OF WEBER CREEK AND WESTERLY OF THE WESTERLY LINE OF THE PRESENT STATE HIGHWAY RIGHT OF WAY AS SAID RIGHT OF WAY IS DESCRIBED IN THE DEED DATED JULY 26, 1937 AND RECORDED OCTOBER 23, 1937 IN BOOK 159 OF OFFICIAL RECORDS AT PAGE 267, EXECUTED BY LOREN D. FORNI ET UX TO THE STATE OF CALIFORNIA.

EXCEPTING THEREFROM A PORTION OF THAT CERTAIN PARCEL IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1944 IN BOOK 206 AT PAGE 337 OFFICIAL RECORDS OF EL DORADO COUNTY.

SAID PORTION IS ALL THAT PART OF SAID PARCEL LYING EASTERLY FROM THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 14 BEARS SOUTH 53 DEG 06' 31" EAST 854.92 FEET, SAID POINT IS ALSO 110 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM ENGINEER'S STATION "C" 510+50.00 OF THE BASE LINE OF THE DEPARTMENT OF PUBLIC WORKS 1955 SURVEY FROM PERKS CORNER TO WEST CITY LIMITS OF PLACERVILLE ROAD III-ED-11-C (THE CALIFORNIA STATE ZONE II COORDINATES FOR SAID POINT OF BEGINNING ARE X-2, 332, 099.74 AND Y=384,392.97); THENCE FROM SAID POINT OF BEGINNING NORTH 1 DEG 02' 40" EST 451.25 FEET; THENCE NORTH 36 DEG 26' 59" EAST 351.14 FEET; THENCE NORTH 5 DEG 36' 05" WEST 199.63 FEET; THENCE NORTH 30 DEG 30' 09" EAST 185.54 FEET; THENCE NORTH 04 DEG 56' 45" EAST 375.71 FEET; THENCE NORTH 38 DEG 40' 31" EAST 395.53 FEET; THENCE NORTH 33 DEG 24' 42" EAST 194.62 FEET; THENCE NORTH 38 DEG 18' 00" EAST 143.53 FEET TO A POINT THAT IS 279.53 FEET NORTHWESTERLY MEASURED RADIALLY FROM ENGINEER'S STATION "C" 531 + 19.15 OF THE AFORESAID BASE LINE AND SURVEY AS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 566 AT PAGE 464, OFFICIAL RECORDS.

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

BEGINNING AT A POINT MARKED BY AN IRON PIPE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14, BEARS NORTH 36 DEG 17' WEST 205.96 FEET AND NORTH 71 DEG 44' 00" EAST 514.75 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 62 DEG 44' 20" WEST 205.10 FEET TO A 1/2 INCH IRON PIPE, THENCE SOUTH 24 DEG 09' EAST 148.39 FEET, A SIMILAR PIPE, THENCE SOUTH 49 DEG 47' 40" EAST 115.28 FEET, A SIMILAR PIPE; THENCE NORTH 33 DEG 55' 20" EAST 219.81 FEET, A 3/4 INCH IRON PIPE; THENCE NORTH 36 DEG 17' WEST 150.57 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO ERNEST P. LAWLESS ET UX BY DEED RECORDED OCTOBER 9, 1964 IN BOOK 713 AT PAGE 153, OFFICIAL RECORDS. NOTE: 9ALL BEARING MUST BE ROTATED 0 DEG 38' 30" TO THE RIGHT TO CONFORM TO THE RECORD)

EXHIBIT "A"
LEGAL DESCRIPTION continued

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

BEGINNING AT A 1/2 INCH IRON PIPE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 71 DEG 44' 00" EAST 514.75 FEET, THENCE FROM SAID POINT OF BEGINNING, SOUTH 36 DEG 17' EAST 205.96 FEET, TO AN IRON PIPE, THENCE SOUTH 62 DEG 44' 20" WEST 205.10 FEET TO A 1/2 INCH IRON PIPE, THENCE NORTH 34 DEG 52' 30" WEST 161.62 FEET TO A 3/4 INCH IRON PIPE, THENCE NORTH 50 DEG 11' 30" EAST 198.97 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO EARL E. LEGETTE ET UX, IN DEED RECORDED OCTOBER 9, 1964 IN BOOK 713 AT PAGE 157 OFFICIAL RECORDS.

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

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 2, 1961 IN BOOK 566 AT PAGE 464, OFFICIAL RECORDS MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED "L.S. 3012-1967", FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14, MARKED BY A 1-1/4 INCH IRON PIPE, BEARS THE FOLLOWING (2) COURSES AND DISTANCES: NORTH 4 DEG 56' 45" EAST 360.92 FEET ALONG SAID WEST BOUNDARY AND LEAVING SAID WEST BOUNDARY NORTH 30 DEG 25' 45" EAST 754.78 FEET; THENCE FROM THE POINT OF BEGINNING ALONG SAID WEST BOUNDARY SOUTH 4 DEG 56' 45" WEST 9.50 FEET; THENCE SOUTH 30 DEG 30' 09" WEST 9.67 FEET; THENCE LEAVING SAID WEST BOUNDARY NORTH 62 DEG 32' 06" WEST 280.55 FEET; THENCE NORTH 49 DEG 03' EAST 20.00 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED "L.S. 3012-1967"; THENCE SOUTH 62 DEG 30' EAST 270.07 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO DILLON G. SHIERY ET UX, IN DEED RECORDED DECEMBER 20, 1971 IN BOOK 1094 AT PAGE 592, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 2, 1961 IN BOOK 566 AT PAGE 464, OFFICIAL RECORDS, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14, MARKED BY A 1-1/4 INCH IRON PIPE BEARS NORTH 38 DEG 40' 31" EAST 395.53 FEET, NORTH 33 DEG 24' 42" EAST 194.62 FEET, NORTH 38 DEG 18' EAST 4.00 FEET, NORTH 75 DEG 28' WEST 28.51 FEET, NORTH 11 DEG 42' 20" EAST 165.80 FEET AND NORTH 87 DEG 05' EAST 18.88 FEET, THENCE FROM SAID POINT OF BEGINNING ALONG SAID WEST BOUNDARY SOUTH 04 DEG 56' 45" WEST 360.92 FEET TO A 3/4 INCH CAPPED IRON PIPE; THENCE LEAVING SAID WEST BOUNDARY NORTH 62 DEG 30' WEST 270.07 FEET TO A SIMILAR PIPE, THENCE NORTH 49 DEG 03' EAST 358.38 FEET TO THE POINT OF BEGINNING A SIMILAR PIPE, AS CONVEYED TO DILLON G. SHIERY ET UX IN DEED RECORDED JANUARY 4, 1972 IN BOOK 1097 AT PAGE 607 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM A PORTION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOW:

EXHIBIT "A"
LEGAL DESCRIPTION continued

BEGINNING AT A 1/2 INCH IRON PIPE FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 14 BEARS NORTH 71 DEG 44' EAST 514.75 FEET, THENCE FROM POINT OF BEGINNING, SOUTH 50 DEG 11' 30" WEST 198.97 FEET, A 3/4 INCH IRON PIPE; THENCE SOUTH 77 DEG 47' 06" WEST 861.32 FEET A 3/4 INCH CAPPED IRON PIPE; THENCE CONTINUING SOUTH 77 DEG 47' 06" WEST 158.22 FEET TO A POINT IN THE CENTERLINE OF WEBER CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK (3 COURSES), NORTH 54 DEG 01' 30" WEST 248.01 FEET; THENCE NORTH 37 DEG 22' WEST 147.28 FEET; THENCE NORTH 16 DEG 44' WEST 256.06 FEET; THENCE LEAVING SAID CREEK AND ALONG A FENCE SOUTH 89 DEG 32' EAST 636.75 FEET, A 3/4 INCH CAPPED IRON PIPE; THENCE SOUTH 89 DEG 26' EAST 692.41 FEET, A SIMILAR PIPE; THENCE NORTH 89 DEG 35' 40" EAST 260.24 FEET; THENCE LEAVING SAID FENCE SOUTH 26 DEG 13' WEST 172.45 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO ROBERT STEVEN HELMRICH BY GIFT DEED RECORDED MAY 22, 1979 IN BOOK 1761 AT PAGE 447, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF THE LANDS DESCRIBED AS DOCUMENT NO. 2002-23644, ON FILE IN THE OFFICE OF THE EL DORADO COUNTY RECORDER, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY BOUNDARY, AN ANGLE POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 19° 33' 26" EAST 445.541 METERS (1461.75 FEET); THENCE FROM SAID POINT OF BEGINNING ALONG SAID EASTERLY BOUNDARY AND EXISTING RIGHT-OF-WAY LINE SOUTH 36° 26' 59" WEST 107.031 METERS (351.15 FEET) TO THE NEW WESTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY; THENCE ALONG SAID NEW RIGHT-OF-WAY LINE NORTH 21° 27' 37" EAST 157.576 METERS (516.98 FEET) TO THE AFOREMENTIONED EXISTING HIGHWAY RIGHT-OF-WAY LINE; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE SOUTH 05° 36' 05" EAST 60.849 METERS (199.64 FEET) TO THE POINT OF BEGINNING.

A.P.N. 325-180-30-100

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

EXHIBIT B

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

**APN 325-180-30
Taff and Dorothy Freitas
Project # 71346**

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

TAFF A. FREITAS AND DOROTHY A. FREITAS, HUSBAND AND WIFE, AS JOINT TENANTS, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits "A" and "B" attached hereto
and by reference is made a part hereof.**

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

1. In consideration of **\$5,000.00 (FIVE THOUSAND 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 **US50 / MISSOURI FLAT ROAD INTERCHANGE, PHASE 1C – RIPARIAN RESTORATION, CIP NO. 71346 (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 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 **72 (Seventy-Two) months of construction and maintenance**, together with the one-year warranty period. In the event that construction of the Project is not completed within **72 (Seventy-Two) months of commencement of construction**, Grantor shall be entitled to additional compensation as follows: For each month thereafter, **the sum of \$120.00 (ONE HUNDRED TWENTY DOLLARS AND NO CENTS) 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.

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

GRANTOR: TAFF A. FREITAS AND DOROTHY A. FREITAS,
 HUSBAND AND WIFE, AS JOINT TENANTS

Taff A. Freitas

Dorothy A. Freitas

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., County of El Dorado, State of California, being a portion of that particular parcel described in that certain Document No. 2002-0023644 official records said county and state, more particularly described as follows:

A 25' strip of land centered on that portion of Helmrich Lane and its extension along the existing roadbed through said parcel to its intersection with the westerly Right of Way of U.S. Highway 50. See Exhibit B, attached hereto and made a part hereof.

End of Description

The purpose of this description is to describe that portion of said parcel as a temporary construction access easement.



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



Dated: 07.14.2014

EXHIBIT 'B'

SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.M.,
COUNTY OF EL DORADO, STATE OF CALIFORNIA

FREITAS
APN 325-180-30
DOC NO. 2002-0023644

APN 325-180-11

ACCESS EASEMENT
25' STRIP

WINTER CREEK

WESTERLY RW LINE U.S. HWY 50

U.S. HWY 50

WESTERLY RW LINE U.S. HWY 50

HELMRICH LANE

FORNI RD



NTS

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Contra Costa }

On 2/3/2015 before me, Jeannette Lyon Notary Public,
Date (here insert name and title of the officer)

personally appeared Taff A. Freitas & Dorothy A. Freitas

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: easement acquisition agreement Number of Pages: 18

Document Date: 2/3/2015 Other: _____