



Sellers: Prall  
APN: 079-030-16  
Project #: 77115  
Escrow #: 201-39936

Exhibits B, C, D and E, and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit D which is attached hereto and hereby incorporated by reference and made a part hereof.

## 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$59.00** for the fee title, **\$520.00** for the Slope and Drainage Easement, **\$69.00** for a Public Utilities Easement, and **\$21.00** for a Temporary Construction Easement, for a total amount of **\$669.00**. The payment for On-site Improvements is **\$2,255.00**; all payments total **\$2,924.00**, rounded to **\$2,970.00 (Two-thousand Nine-hundred Seventy dollars, exactly)** 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. 201-39936, which has been opened at Placer Title Company ("Escrow Holder") 175 Placerville Drive, Placerville, CA, 95667; Attention: Jim Donner, Escrow Officer. 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, 2015, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

Sellers WJP AMS

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**4. ESCROW AND OTHER FEES**

County shall pay:

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

**5. TITLE**

Sellers shall by Grant Deed and Easement Deed 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.201-39933, dated November 25, 2014; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4, 5, 6, 7, and 8, as listed in said preliminary title report.

Sellers agree that any and 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

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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 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, D, and E 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.

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D. All warranties, covenants, and other obligations described in this 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 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. 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.

**10. 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,

Sellers hsp AmP

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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.

**11. 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 for the Sly Park Road at Clear Creek Bridge Replacement Project #77115, 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.

**12. 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 Acquisition Properties are 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.

**13. 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.

Sellers

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**14. REAL ESTATE BROKER**

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.

**15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deed and Easement 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, as described and depicted in Exhibit B, C, D, and E and the exhibits thereto, together with County's Certificates of Acceptance.
  - (ii) Cause the policy of title insurance to be issued.
  - (iii) Deliver the just compensation to Sellers.

Sellers WSP AMP

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**16. 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.

**17. 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.

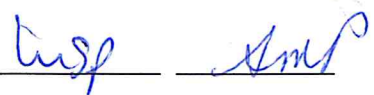
**18. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to 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: Michael and Susan Prall  
7276 Sly Park Road  
Placerville, CA 95667**

**COUNTY: County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667**

Sellers





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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

Sellers WSP AMP

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**24. 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.

**25. 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's remaining property:

A. County or County's contractor or authorized agent will remove the existing mailbox at the driveway entrance and repair/reconstruct and/or replace, where applicable, and relocate to suitable US Post Office approved location. Reconstruction and/or replacement of mailbox will be of like materials and workmanship.

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 will be considered Seller's sole property and Sellers will be responsible for their maintenance and repair.

**26. 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: 079-030-16) where necessary, to perform the work as described in Section 25 of this Agreement.

Sellers WGP AMP

Sellers: Prall  
APN: 079-030-16  
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**27. 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.

**28. 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.

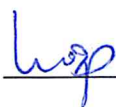

**29. AUTHORIZED SIGNATURES**

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 therein.

**SELLERS:**  
**MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**

Date: 3-10-15 By:   
MICHAEL S. PRALL


Date: 3-10-15 By:   
SUSAN M. PRALL

Sellers  

Sellers: Prall  
APN: 079-030-16  
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**COUNTY OF EL DORADO:**

Date: April 7, 2015

By:   
Brian K. Veeramp  
Chair, Board of Supervisors

ATTEST:  
JAMES S. MITRISIN  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Sellers hsp mta

**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:

A PORTION OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 12 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JANUARY 4, 1990 IN BOOK 41 OF PARCEL MAPS AT PAGE 78.

A.P.N. 079-030-16-100

EXHIBIT B

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

Prall  
APN: 079-030-16

\_\_\_\_\_  
Above section for Recorder's use

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter "Grantee", all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors 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

EXHIBIT B

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed their name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**

By: \_\_\_\_\_  
**MICHAEL S. PRALL**

By: \_\_\_\_\_  
**SUSAN M. PRALL**

**Notary Acknowledgments Follow**

## Exhibit 'A'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 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 line of said Parcel North 27° 48' 06" East 16.29 feet; thence leaving said line South 45° 35' 26" East 83.17 feet; thence South 41° 46' 39" West 12.54 feet to the southwesterly line of said Parcel; thence along said line North 47° 49' 12" West 79.15 feet to the POINT OF BEGINNING, containing 1146 square feet or 0.03 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 grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



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

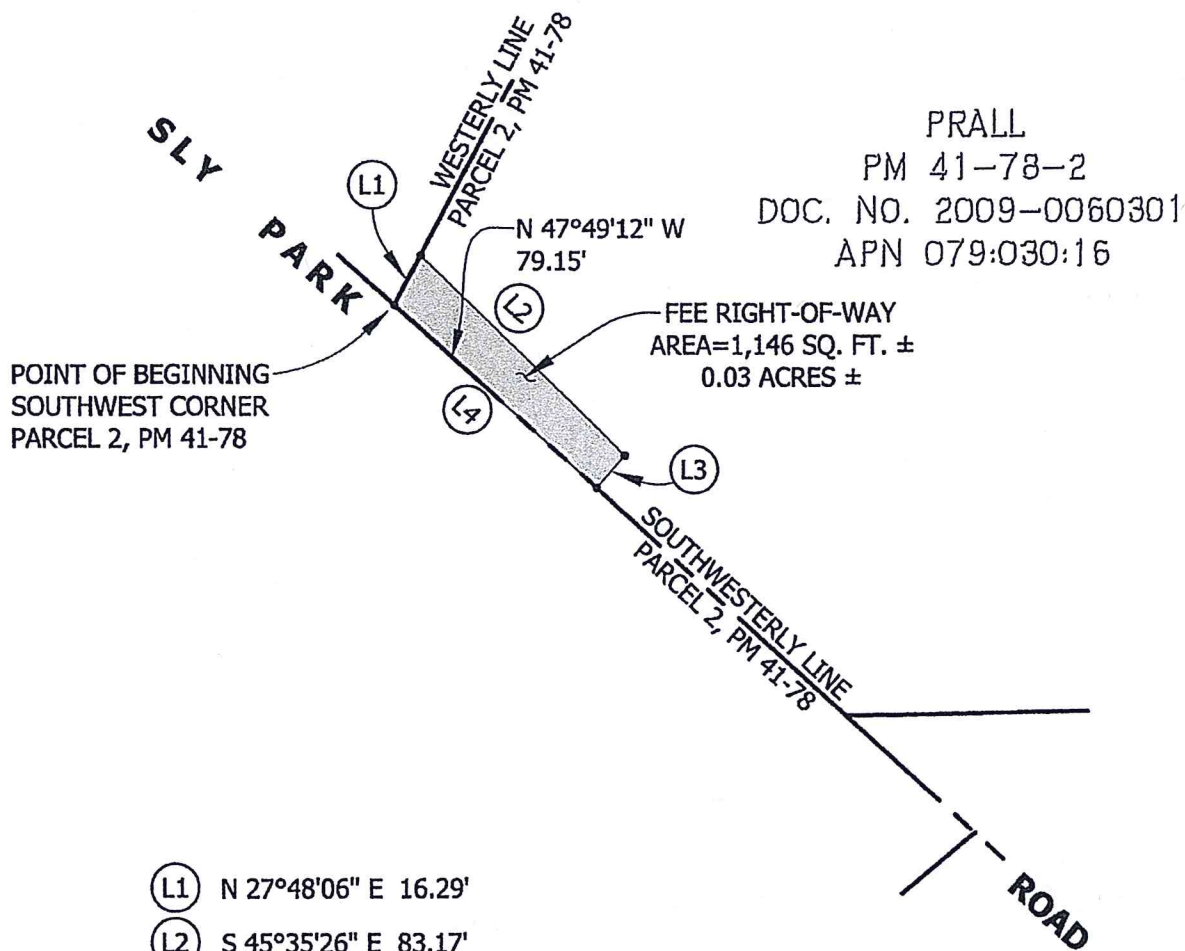
Dated: 12.06.2012





# EXHIBIT 'B'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California



- (L1) N 27°48'06" E 16.29'
- (L2) S 45°35'26" E 83.17'
- (L3) S 41°46'39" W 12.54'
- (L4) N 47°49'12" W 79.15'



Grid North  
Scale 1"=50'

6

EXHIBIT C

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Prall  
APN 079-030-16

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, **MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**, 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 slope construction, maintenance and drainage 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 EXHIBIT 'A-1' AND DEPICTED IN EXHIBIT 'B-1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors 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

EXHIBIT C

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 his/her/their name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**

By: \_\_\_\_\_  
**MICHAEL S. PRALL**

By: \_\_\_\_\_  
**SUSAN M. PRALL**

**Notary Acknowledgments Follow**

## Exhibit 'A1'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel from which the southwest corner thereof bears South 27° 48' 06" West 16.29 feet; thence from said POINT OF BEGINNING along on the westerly line of said Parcel North 27° 48' 06" East 23.56 feet; thence leaving said line South 45° 25' 42" East 47.22 feet; thence South 07° 59' 41" East 14.34 feet; thence South 32° 14' 51" West 7.89 feet; thence South 45° 44' 53" East 29.38 feet; thence; South 41° 46' 39" West 6.07 feet; thence North 45° 35' 26" West 83.17 feet to the POINT OF BEGINNING, containing 1386 square feet or 0.03 acres more or less. See exhibit 'B1' attached hereto and made a part hereof.

### END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



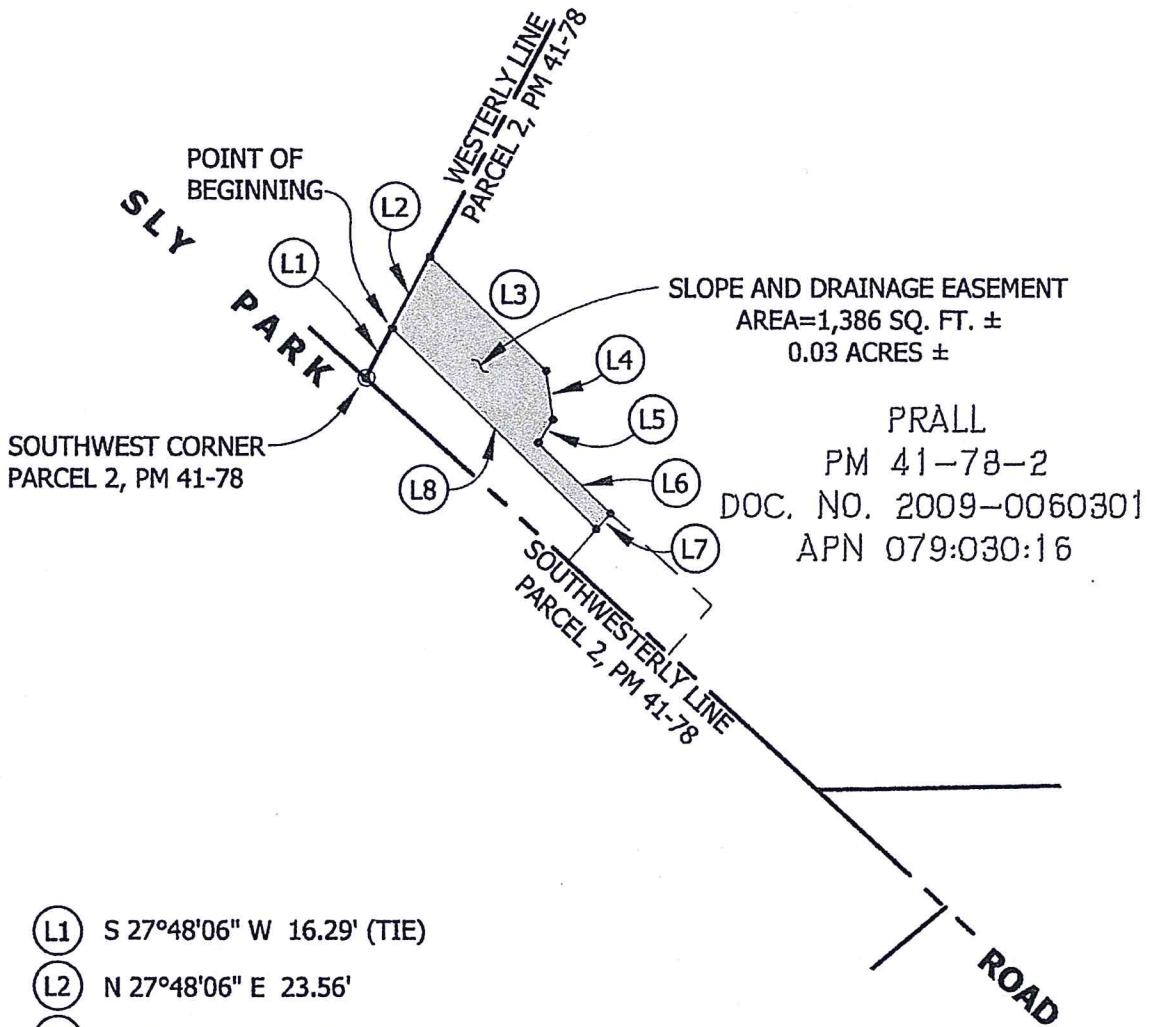
Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated: 12.06.2012



# EXHIBIT 'B1'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California



- (L1) S 27°48'06" W 16.29' (TIE)
- (L2) N 27°48'06" E 23.56'
- (L3) S 45°25'42" E 47.22'
- (L4) S 07°59'41" E 14.34'
- (L5) S 32°14'51" W 7.89'
- (L6) S 45°44'53" E 29.38'
- (L7) S 41°46'39" W 6.07'
- (L8) N 45°35'26" W 83.17'



Grid North  
Scale 1"=50'

EXHIBIT D

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



Prall  
APN 079-030-16

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Sly Park Road at Clear Creek Road Bridge Replacement  
Project  
Project #: 77115

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**MICHAEL S. PRALL and SUSAN M. PRALL, 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-2 and B-2 attached hereto and made a part hereof.**

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

1. In consideration of \$21.00 (Twenty-one Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A-2 and depicted on the map in Exhibit B-2 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 Sly Park Road at Clear Creek Road 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, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Sly Park Road at Clear Creek Road Bridge Replacement 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

EXHIBIT D

year following completion of construction. This right during the one-year warranty period survives the expiration of this easement. Fencing that is currently in the temporary construction easement area may need to be moved.

If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the Sly Park Road at Clear Creek Road Bridge Replacement 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 \$1.00 (One Dollar, exactly) will be paid to 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.
6. 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, 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.

EXHIBIT D

**GRANTOR:**

**MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**

Executed on this date: \_\_\_\_\_, 2015.

By: \_\_\_\_\_

**MICHAEL S. PRALL**

By: \_\_\_\_\_

**SUSAN M. PRALL**

**Notary Acknowledgements Follow**



## Exhibit 'A2'

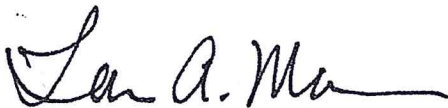
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Beginning on the southwesterly line of said Parcel from which the southwest corner thereof bears North 47° 49' 12" West 79.15 feet; thence from said POINT OF BEGINNING North 41° 46' 39" East 18.61 feet; thence South 48° 13' 21" East 40.00 feet; thence South 41° 46' 39" West 18.89 feet to said southwesterly line; thence along said line North 47° 49' 12" West 40.00 feet to the POINT OF BEGINNING, containing 750 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 grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



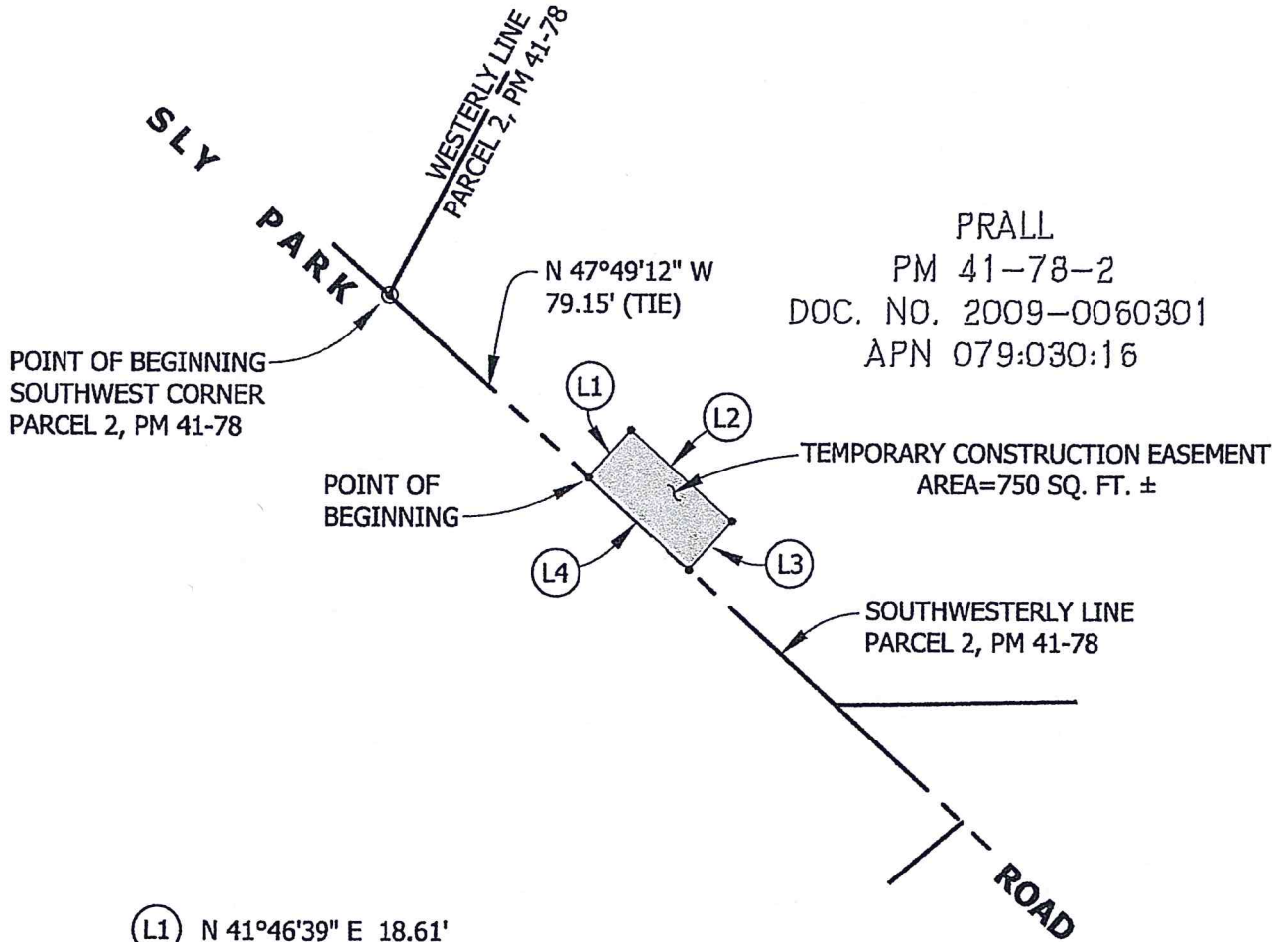
Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated: 12.06.2012



# EXHIBIT 'B2'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California



PRALL  
PM 41-78-2  
DOC. NO. 2009-0060301  
APN 079:030:16

- (L1) N 41°46'39" E 18.61'
- (L2) S 48°13'21" E 40.00'
- (L3) S 41°46'39" W 18.89'
- (L4) N 47°49'12" W 40.00'



Grid North  
Scale 1"=50'

EXHIBIT "E"

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

**NOTE: THE FINAL FORMAT FOR  
THIS UTILITY EASEMENT MAY  
BE PROVIDED BY THE UTILITY  
COMPANY.**

Prall  
APN: 079-030-16

\_\_\_\_\_  
Above section for Recorder's use

Mail Tax Statements to above:  
Exempt from Documentary Transfer Tax  
Per Revenue & Taxation Code 11922

**PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT 'A-3' AND DEPICTED IN EXHIBIT 'B-3' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

**APN 079-030-16**

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

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors 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, disability,

EXHIBIT "E"

be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**MICHAEL S. PRALL and SUSAN M. PRALL, husband and wife as Joint Tenants**

By: \_\_\_\_\_  
**MICHAEL S. PRALL**

By: \_\_\_\_\_  
**SUSAN M. PRALL**

**Notary Acknowledgments Follow**

## Exhibit 'A3'

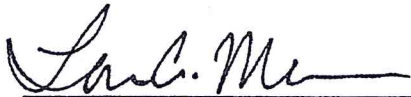
All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel from which the southwest corner thereof bears South 27° 48' 06" West 16.29 feet; thence from said POINT OF BEGINNING along said line North 27° 48' 06" East 21.66 feet; thence South 34° 50' 47" East 163.76 feet to the southwesterly line of said Parcel; thence along said line North 47° 49' 12" West 71.00 feet; thence leaving said line North 41° 46' 39" East 12.54 feet; thence North 45° 35' 26" West 83.17 feet to the POINT OF BEGINNING, containing 1615 square feet or 0.04 acres more or less. See Exhibit 'B3' attached hereto and made a part hereof.

### END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

The purpose of this description is to describe that portion of said Parcel for public utilities easement purposes.



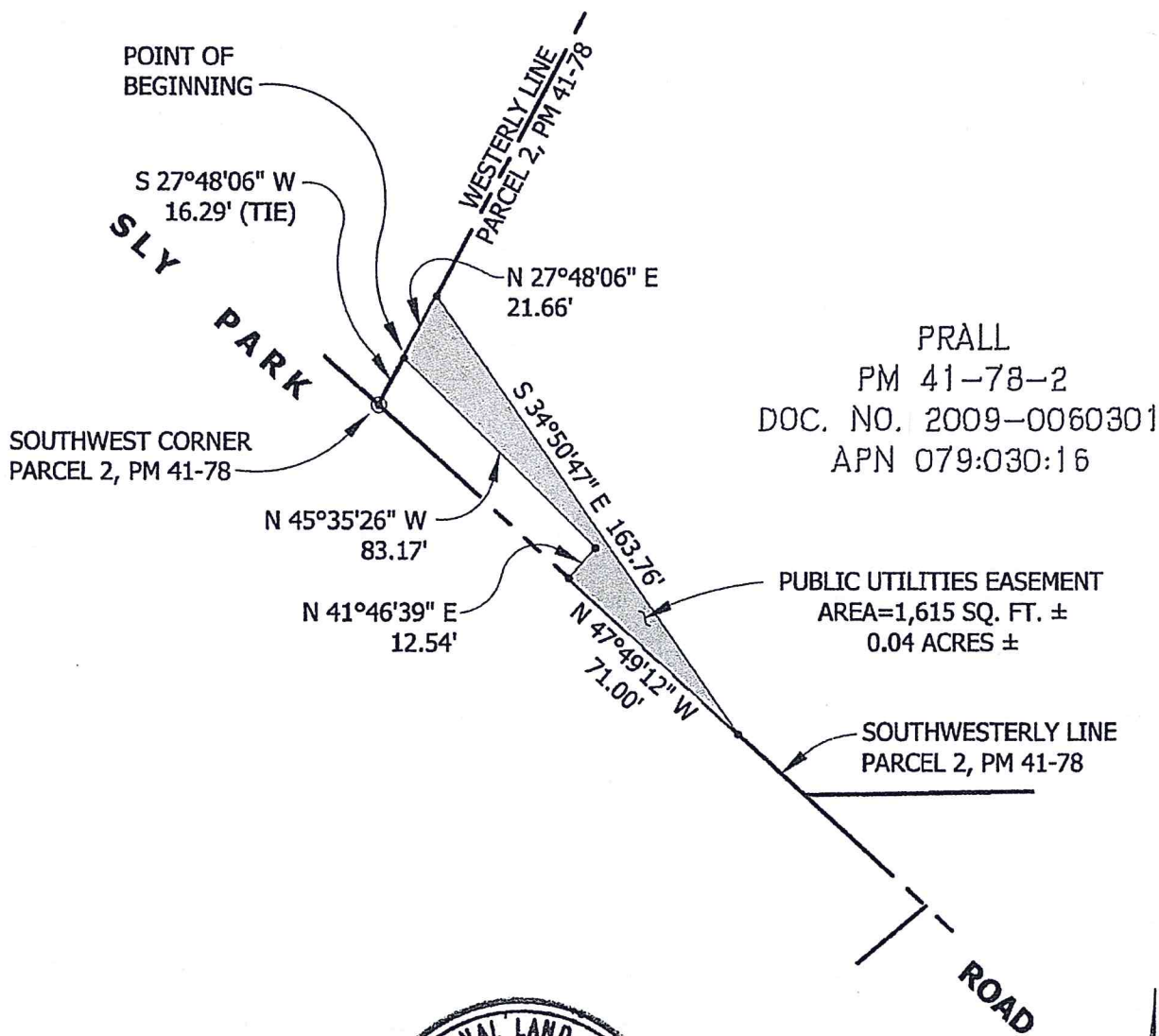
Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated: 12.06.2012



# EXHIBIT 'B3'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California



PRALL  
PM 41-78-2  
DOC. NO. 2009-0060301  
APN 079:030:16



Grid North  
Scale 1"=50'