

Seller: MASONIC HOMES
OF CA
APN: 051-250-07 & 051-
250-08
Project #: 72375
Escrow #: 205-14709

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 **MASONIC HOMES OF CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION**, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

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

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

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AGREEMENT

1. ACQUISITION

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

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$139.00 for the fee title, \$13,904.00 for a Slope Drainage Easement, and \$791.00 for a second Slope Easement, **for a total amount of \$14,834 rounded to \$14,900.00 (FOURTEEN THOUSAND NINE HUNDRED DOLLARS, exactly)** which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of **Escrow No. 205-14709** 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 Grant Deed and Easements from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than **AUGUST 31, 2015**, unless the closing date is extended by mutual

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agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- 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

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

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.205-14709, dated 12/2/2014, if any; and
- C. Exceptions 1, 2, 3, 7, 8, 9 to be paid current, and subject to items 4, 5, 6, 10, 11 and 12 as listed in said preliminary title report

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will

Seller 

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

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges 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 Grant Deed and Easements being conveyed by Seller, and as shown in Exhibit B, C and D and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights

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of way of any nature, not disclosed by the public record.

- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the 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. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real 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 Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, Seller agrees to indemnify and hold County harmless from any claim arising there

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from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

10. NO ENVIRONMENTAL VIOLATIONS

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

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 **DIAMOND SPRINGS PARKWAY PHASE 1 A – SR49 REALIGNMENT PROJECT CIP NO. 72375**, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. 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.

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12. WAIVER OF AND RELEASE OF CLAIMS

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

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.

14. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties other than Jim Aldrich, Broker CalBRE#00890285 with RE/MAX Gold (aka Norcal Gold Inc.), and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to Jim Aldrich, RE/MAX Gold (aka Norcal Gold, Inc.), or any other broker or sales agent in connection with this transaction.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section

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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 Acquisition Properties described and depicted in Exhibit B, C and D 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.

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 Seller.

17. BEST EFFORTS

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

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

Seller 

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Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: Masonic Homes of California,
a California Non-Profit Corporation
1111 California Street
San Francisco, CA 94108-2252**

**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**

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.

Seller 

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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.

24. LEASE WARRANTY PROVISION

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

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 Seller's 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 and easement

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limits.

- B. County or County's Contractor or authorized agent will cut and cap existing water and irrigation lines in conflict with right of way and easements limits prior to construction. Upon completion of construction, said water and irrigation lines will be relocated and reconfigured inside of new property line.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Seller understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered Seller's sole property and Seller 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 Seller's Property, (**Assessor's Parcel Number 051-250-07 & 051-250-08**) where necessary, to perform the work as described in Section 25 of this Agreement.

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.

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28. ENTIRE AGREEMENT

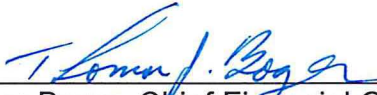
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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 herein.

**SELLER: MASONIC HOMES OF CALIFORNIA,
A CALIFORNIA NON-PROFIT CORPORATION**

Date: April 24-15

By: 
Tom Boyer, Chief Financial Officer
Masonic Homes of California,
A California Non-Profit Corporation

COUNTY OF EL DORADO:

Date: _____

By: _____, Chair
Board of Supervisors

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ATTEST:
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

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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 **MASONIC HOMES OF CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION**, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

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

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

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

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

APN 051-250-07
Masonic Homes of California
#72375 – DSP Phase 1A

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

Above section for Recorder's use

GRANT OF SLOPE EASEMENT

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

Described in 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

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 San Francisco

On April 14, 2015 before me, Lisa Urrizalqui
(insert name and title of the officer)

personally appeared Tom Bayer,
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 _____ (Seal)



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

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

**APN 051-250-08
Masonic Homes of California
#72375 DSP Phase 1A**

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MASONIC HOMES OF CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A1' and depicted in Exhibit 'B1' 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 24th day of April 24, 2015.

**GRANTOR: MASONIC HOMES OF CALIFORNIA,
 A CALIFORNIA NON-PROFIT CORPORATION**



Tom Boyer, Chief Financial Officer
Masonic Homes of California,
A California Non-Profit Corporation

(All signatures must be acknowledged by a Notary Public)

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 San Francisco

On April 24, 2015 before me, Lisa Urrizalqui
(insert name and title of the officer)

personally appeared Tom Boyer,
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  (Seal)



EXHIBIT 'A1'
(36367-1)

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of that particular tract described in document number 2012-36475 in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Southwest corner of Section 19 as shown on that particular Record of Survey filed in Book 8, Page 85; thence along the South line of said Section North 88° 55' 00" East 1468.73 feet to the TRUE POINT OF BEGINNING; thence leaving said Section line North 17° 19' 35" East 22.48 feet to the Northeast corner of said tract; thence along the easterly line of said tract South 0° 51' 02" East 21.33 feet to the South line of said Section; thence along said Section line South 88° 55' 00" West 7.01 feet to the TRUE POINT OF BEGINNING. Containing 75 square feet more or less.

-End of Description-

See Exhibit 'B1' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said tract as a Right-of-Way for road purposes.



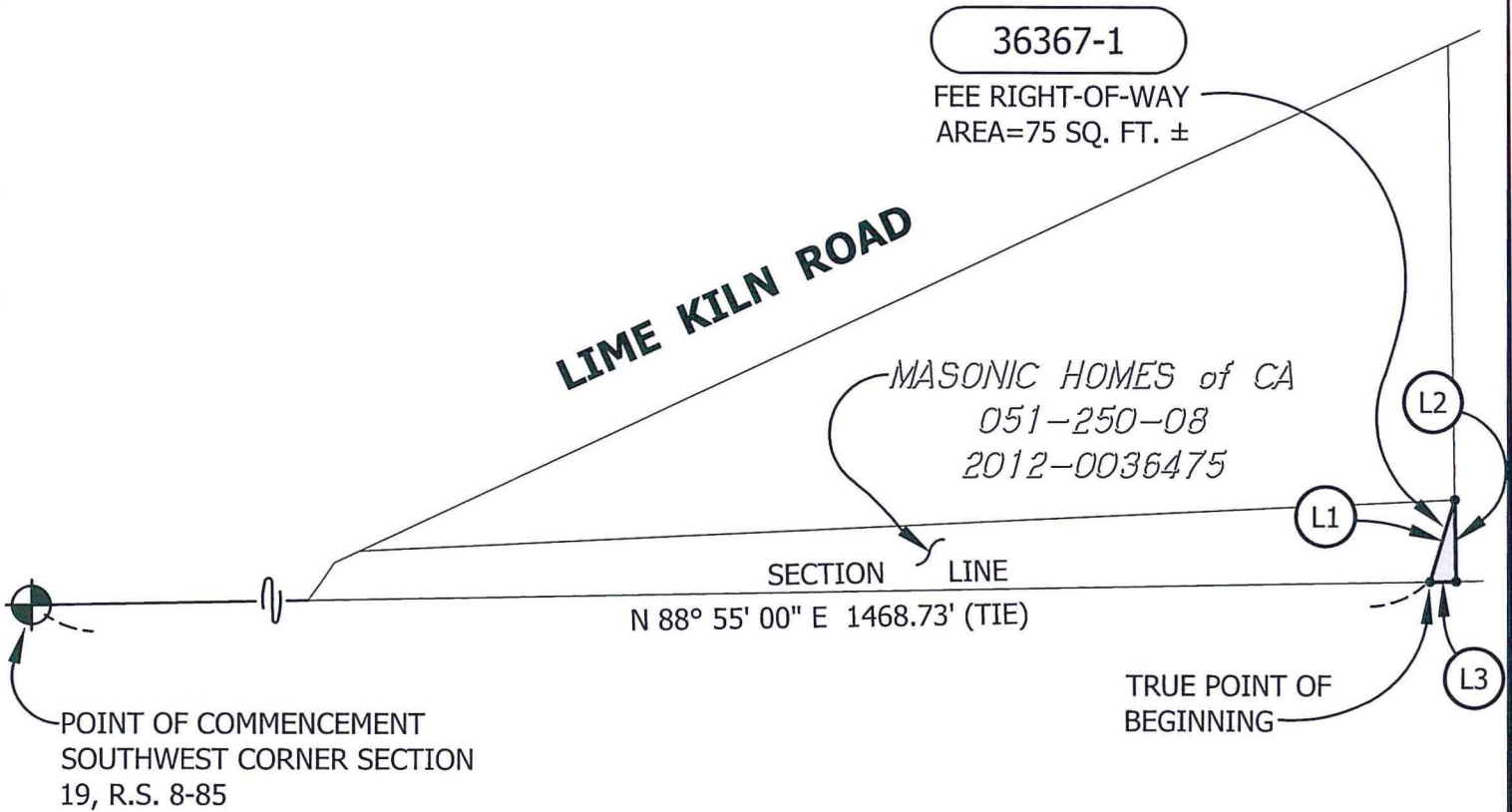
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/10/2015

EXHIBIT 'B1'

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California



- (L1) $N 17^{\circ} 19' 35'' E 22.48'$
- (L2) $S 00^{\circ} 51' 02'' E 21.33'$
- (L3) $S 88^{\circ} 55' 00'' W 7.01'$



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 051-250-08
Masonic Homes of California
#72375 – DSP Phase 1A**

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

Above section for Recorder's use

GRANT OF SLOPE EASEMENT

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

Described in Exhibit 'A2' and depicted in Exhibit 'B2' 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 24th day of April, 2015.

GRANTOR: **MASONIC HOMES OF CALIFORNIA,
A CALIFORNIA NON-PROFIT CORPORATION**



Tom Boyer, Chief Financial Officer
Masonic Homes of California, a California Non-Profit Corporation

(All signatures must be acknowledged by a Notary Public)

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 SAN FRANCISCO)

On April 24, 2015 before me, Lisa Urrizalqui
(insert name and title of the officer)

personally appeared Thomas Boyer,
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  (Seal)



EXHIBIT 'A2'
(36367-2)

All that certain real property situate in Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of that particular tract described in document number 2012-36475 in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Southwest corner of Section 19 as shown on that particular Record of Survey filed in Book 8, Page 85; thence along the South line of said Section North 88° 55' 00" East 1174.03 feet to the TRUE POINT OF BEGINNING; thence leaving said Section line along the northwesterly and northerly lines of said tract the following three courses: 1) North 34° 39' 43" East 11.94 feet; 2) North 64° 58' 00" East 7.23 feet; 3) North 87° 11' 12" East 63.32 feet; thence leaving said northerly line South 70° 01' 57" West 44.90 feet to the South line of said Section; thence along said Section line South 88° 55' 00" West 34.38 feet to the TRUE POINT OF BEGINNING. Containing 658 square feet more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said tract as an easement for slope purposes.



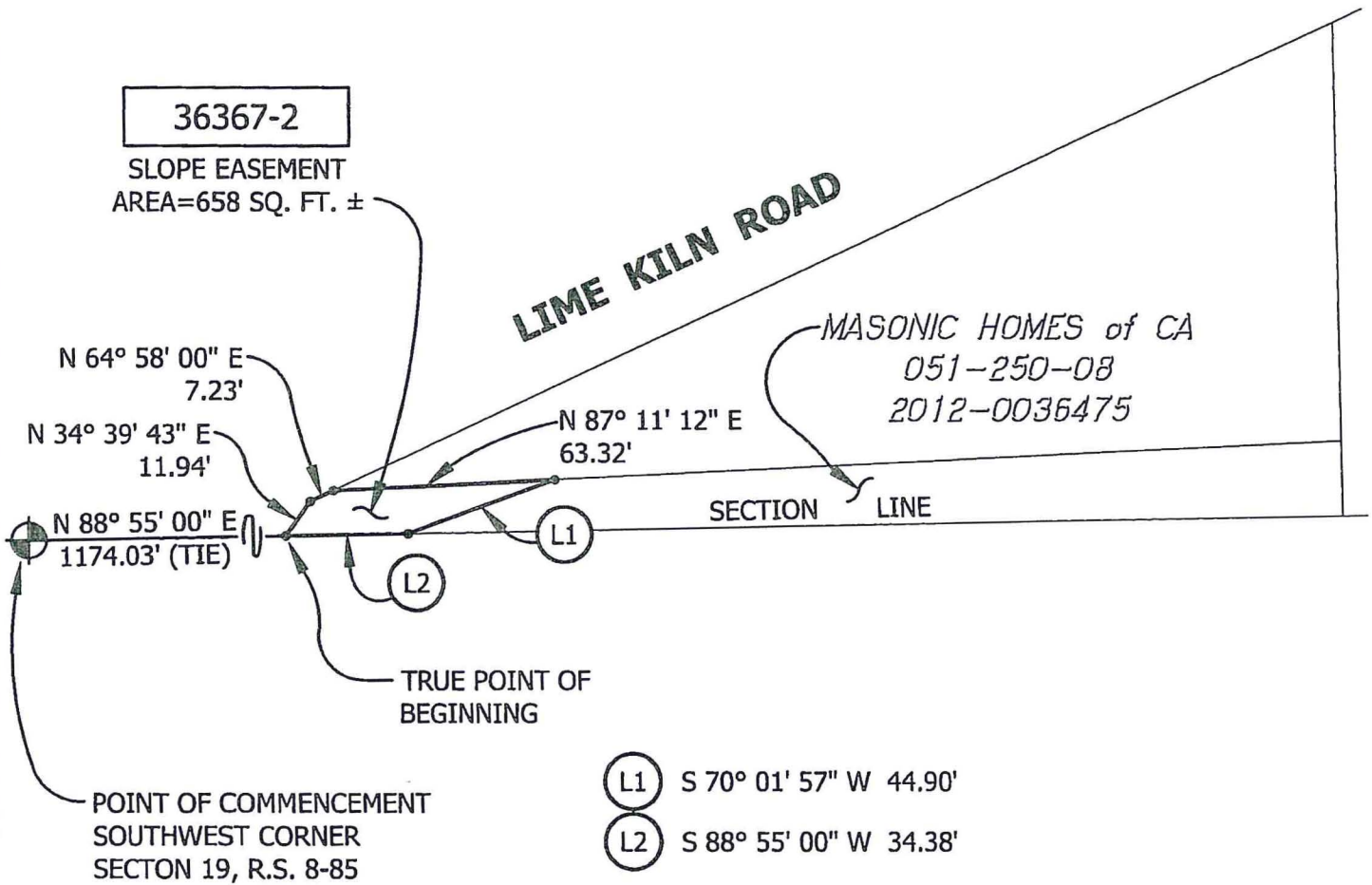
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/10/2015

EXHIBIT 'B2'

Situate in Section 19, T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California



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 956676

Masonic Homes of California
APN#: 051-250-08
Project #: 72375 – DSP Phase 1A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Slope Easement dated _____, 201__, from **MASONIC HOMES OF CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 051-250-08

Dated this _____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk