

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between the **City of Placerville, a municipal corporation in the State of California** ("City"), and the **County of El Dorado, a political subdivision of the State of California**, referred to herein as ("County"), with reference to the following facts:

RECITALS

- A. County owns that certain real property located in the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. County desires to convey and City desires to accept for public purposes in furtherance of the Western Placerville Interchange Phase 2 Project, 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 Temporary Construction Easement as described and depicted in Exhibit D and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

County hereby agrees to convey, upon approval by its Board of Supervisors, and City, upon

County Initials _____

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

approval by its City Manager, hereby agrees to accept from County, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, and D 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. The Temporary Construction Easement is for a period of 36 months from the date of full execution of this Agreement. Construction is anticipated to take no more than 36 months.

2. JUST COMPENSATION

The Just Compensation for the Acquisition Properties is valued at \$66,900.00 (sixty-six thousand nine hundred dollars and no/100). County hereby waives its right to the compensation amount determined in the Appraisal Report and as offered by the City, as the public project proposed will mutually benefit the County, City and its citizens.

3. ESCROW

The acquisition of the Acquisition Properties will not be controlled by an escrow. Upon full execution of this Agreement, the City shall record the Grant Deed and Easement Deeds.

4. FEES

City shall pay:

- A. Recording fees; and
- B. The premium for the policy of title insurance should the City elect to purchase; and
- C. Any documentary transfer tax, if any; and
- D. All costs of executing and delivering the Grant Deed and Easements Deeds.

5. TITLE

County Initials _____

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

County shall by Grant Deed and Easement Deeds convey to the City, 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 City 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. P-186191, if any; and
- C. Exceptions 1, 2, and 3 paid current if required and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 as listed in said preliminary title report.

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

6. WARRANTIES

County warrants that:

- A. County owns the Acquisition Properties, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Acquisition Properties from adjacent properties, encroachments by improvements on the Acquisition Properties onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

- B. County has no knowledge of any pending litigation involving the Acquisition Properties.
- C. County 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 Acquisition Properties.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the Deeds.

7. PRORATION OF TAXES

The parcel containing the Acquisition Properties known as Assessor's Parcel Number 325-300-37 is owned by the County and is therefore exempt from property taxes. Proration of taxes and or payments thereof does not apply to the acquisitions from this Agreement.

8. NO ENVIRONMENTAL VIOLATIONS

The Acquisition Properties are adjacent to a public roadway which may or may not have pollutants and or water runoff which may have caused or created pollution or contamination. County represents that, to the best of County's knowledge, County knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Acquisition Properties are in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Acquisition Properties, including, but not limited to, soil and groundwater contamination.

9. 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 City or City's

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements Western Placerville Interchange Project Phase 2, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by City and County.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

11. ITEMS TO BE DELIVERED

The following items shall be delivered to the County:

A. City shall provide the County with a fully executed copy of the Agreement.

B. City shall record and provide conformed copies of the Grant and Easement Deeds.

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 City and County.

13. BEST EFFORTS

City and County 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. City and County 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. 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.

15. 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.

16. 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.

17. 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.

18. CONSTRUCTION CONTRACT WORK

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

- A. City or City's contractor or authorized agent will remove existing fencing as necessary and replace with new fencing of a like-kind material if necessary and where applicable.
- B. City or City's contractor or authorized agent will conform the new roadway to the existing driveway according to Caltrans standard specifications. The driveway to the jail and its facilities shall remain open at all times during construction.

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

- C. City or City's contractor or authorized agent will remove and reinstall the "El Dorado County Jail" concrete sign in the same manner and style as its pre-construction condition if its removal is necessary. If the sign is removed due to construction, a temporary sign stating the same verbiage and size will be placed nearest the existing sign during construction.

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 City, shall be left in as good a condition as found. County understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered County's sole property and County will be responsible for their maintenance and repair.

19. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to City, the City's contractor or its authorized agent to enter County's Property, (Assessor's Parcel Number 325-300-37) where necessary, to perform the work as described in Section 18 of this Agreement.

20. 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.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject

County Initials _____

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

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.

22. INDEMNIFICATION

City agrees to indemnify and hold harmless the County from any liability arising out of City's operations under this agreement. City further agrees to assume responsibility for any damages proximately caused by reason of City's operation under this agreement and City will, at its option, either repair or pay for such damage.

23. 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.

COUNTY:

Date: _____ By: _____
Shiva Fentzen, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors
By: _____
Deputy Clerk

CITY:

Date: _____ By: _____
M. Cleve Morris, City Manager

County Initials _____

Exhibit "A"

Legal Description

The land described herein is situated in the State of California, County of El Dorado, City of , described as follows:

PARCEL ONE:

PARCEL A:

A PORTION OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE TRACT HEREIN DESCRIBED, A 3/4 INCH DIAMETER CAPPED PIPE FROM WHICH THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. BEARS NORTH 49 DEG 52' 45" EAST 2544.83 FEET; THENCE FROM THE POINT OF BEGINNING SOUTH 43 DEG 35' 55" WEST 664.44 FEET TO A SIMILAR PIPE AT THE MOST SOUTHERLY CORNER THEREOF IN THE EASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY FROM WHICH A POINT IN THE CENTERLINE OF SAID RIGHT OF WAY AT OR NEAR STATION 3083+89.0 BEARS SOUTH 43 DEG 35' 55" WEST 53.56 FEET; THENCE ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY 50 FEET FROM THE CENTERLINE THEREOF AND PARALLEL THEREWITH NORTH 25 DEG 15' 45" WEST 475.30 FEET TO A SIMILAR PIPE; NORTH 23 DEG 26' 05" WEST 86.08 FEET TO A SIMILAR PIPE; NORTH 20 DEG 24' 35" WEST 16.61 FEET TO A SIMILAR PIPE; NORTH 14 DEG 35' 25" WEST 91.28 FEET; NORTH 4 DEG 20' 05" WEST 91.28 FEET; NORTH 5 DEG 25' 25" EAST 91.28 FEET TO A SIMILAR PIPE; NORTH 15 DEG 27' 25" EAST 91.28 FEET TO A SIMILAR PIPE; NORTH 25 DEG 48' 25" EAST 91.28 FEET; NORTH 35 DEG 36' 55" EAST 91.28 FEET TO A SIMILAR PIPE; NORTH 45 DEG 55' 25" EAST 91.28 FEET TO A SIMILAR PIPE AND NORTH 53 DEG 10' 25" EAST 22.29 FEET TO A SIMILAR PIPE AT THE MOST NORTHERLY CORNER THEREOF SOUTHEASTERLY FROM THE CENTERLINE STATION 3097+15.0; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 39 DEG 26' 20" EAST 821.52 FEET TO THE POINT OF BEGINNING. ACCORDING TO A SURVEY BY ELMER J. KENT, COUNTY SURVEYOR, NO. 1820, COUNTY OF EL DORADO, STATE OF CALIFORNIA.

PARCEL B:

ALL THAT PORTION OF THE NORTH HALF OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M. DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH CAPPED IRON PIPE, THE NORTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 13 BEARS NORTH 64 DEG 36' 05" EAST 1519.14 FEET, AND FROM WHICH POINT OF BEGINNING A 1 1/4 INCH CAPPED IRON PIPE BEARS NORTH 7 DEG 28' EAST 445.17 FEET; THENCE LEAVING SAID POINT OF BEGINNING, WEST 629.38 FEET TO A 3/4 INCH CAPPED IRON PIPE AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF FORNI ROAD AND THE EASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, SAID PIPE BEING EAST 66.62 FEET FROM ENGINEER'S STATION 3102+48.6 OF THE CENTERLINE OF SAID RAILROAD RIGHT OF WAY; THENCE LEAVING SAID FORNI ROAD AND ALONG THE EASTERLY BOUNDARY OF SAID RAILROAD RIGHT OF WAY, SOUTH 40 DEG 56' 30" WEST 46.16 FEET, A SIMILAR PIPE; THENCE SOUTH 48 DEG 18' 25" WEST 72.51 FEET A SIMILAR PIPE; THENCE SOUTH 53 DEG 10' 25" WEST 94.09 FEET, A SIMILAR PIPE; THENCE SOUTH 55 DEG 25' 25" WEST 310.20 FEET, A SIMILAR PIPE; THENCE SOUTH 53 DEG 10' 25" WEST 63.79 FEET, A SIMILAR PIPE; THE MOST WESTERLY CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID

RAILROAD RIGHT OF WAY LINE, SOUTH 39 DEG 26' 20" EAST 821.52 FEET TO A SIMILAR PIPE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 13 BEARS NORTH 49 DEG 52' 45" EAST 2544.83 FEET; THENCE NORTH 43 DEG 35' 55" EAST 825.54 FEET, A SIMILAR PIPE, FROM WHICH A 1 1/4 INCH CAPPED IRON PIPE BEARS SOUTH 59 DEG 26' 50" EAST 390.29 FEET; THENCE NORTH 0 DEG 38' 40" EAST 390.41 FEET TO THE POINT OF BEGINNING. ACCORDING TO A SURVEY MADE IN DECEMBER 1961, UNDER THE DIRECTION OF ELMER J. KENT, L.S. 1820.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO THE STATE OF CALIFORNIA IN DEED RECORDED JANUARY 28, 1997 IN BOOK 4846 AT PAGE 142 OFFICIAL RECORDS DESCRIBED AS FOLLOW:
THAT PORTION OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M. DESCRIBED AS FOLLOW:

BEGINNING AT A 3/4 INCH CAPPED IRON PIPE STAMPED "LS 1820, 1961", FROM WHICH THE SOUTHWEST CORNER OF PARCEL 3 AS SHOWN ON THAT PARCEL MAP FILED FEBRUARY 2, 1982 IN BOOK 30 OF PARCEL MAPS AT PAGE 90 BEARS NORTH 89 DEG 35' 51" EAST 2.50 FEET, SAID PIPE IS ALSO THE NORTHWEST CORNER OF SAID GRANT DEED RECORDED IN BOOK 582 AT PAGE 253; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 3, NORTH 89 DEG 35' 51" EAST 39.84 FEET; THENCE LEAVING SAID BOUNDARY, NON-TANGENT, ALONG A 392.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06 DEG 03' 08" AN ARC DISTANCE OF 41.41 FEET, SUBTENDED BY A CHORD OF SOUTH 47 DEG 53' 28" WEST 41.39 FEET, THENCE SOUTH 50 DEG 55' 02" WEST 8.05 FEET; THENCE NORTH 39 DEG 04' 58" WEST 23.74 FEET TO THE EASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 40 DEG 32' 56" EAST 18.59 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DEEDED TO JOHN V. BRIGGS AKA JUNIOR VERN BRIGGS AND CARMEN BRIGGS, TRUSTEES OF THE BRIGGS FAMILY TRUST DATED MARCH 30, 1992 BY GRANT DEED RECORDED ON FEBRUARY 24, 2015 IN SERIES NO., 2015-6925 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN BOOK 582 OF OFFICIAL RECORDS AT PAGE 253 ON FILED IN THE OFFICE OF THE EL DORADO COUNTY RECORDER BEING A PORTION OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.M., CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ALSO BEING A PORTION OF THAT CERTAIN 24.99 ACRE PARCEL SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 24 AT PAGE 35, OF THE OFFICIAL RECORDS OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID REAL PROPERTY MARKED BY THE 3/4" CAPPED IRON PIPE STAMPED "LS 1820" AND SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 24 AT PAGE 35; THENCE ALONG THE EASTERLY BOUNDARY OF SAID RECORD OF SURVEY, SOUTH 00 DEG 15' 08" WEST 390.41 FEET TO A SIMILAR PIPE; THENCE SOUTH 43 DEG 12' 23" WEST 269.91 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY NORTH 44 DEG 54' 09" WEST 563.06 FEET; THENCE NORTH 45 DEG 05' 51" EAST 262.92 FEET TO THE NORTH BOUNDARY OF SAID RECORD OF SURVEY; THENCE ALONG SAID NORTH BOUNDARY NORTH 89 DEG 36' 28" EAST 397.75 FEET TO THE POINT OF BEGINNING.

APN #325-300-37-100

Exhibit 'B'

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

City of Placerville
3101 Center Street
Placerville, CA 95667

APN: 325-300-37

Seller: County of El Dorado

**Project: Western Placerville
Interchange Phase 2**

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,
The County of El Dorado, a political subdivision of the State of California, hereinafter
referred to as "Grantor", grants to the **City of Placerville, a municipal corporation in the
State of California**, in fee, all that certain real property situate in the County of El Dorado,
State of California,

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

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

**GRANTOR: The County of El Dorado, a political subdivision of the State of
California**

Shiva Frentzen, Chair
Board of Supervisors

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

By: _____
Deputy Clerk

Exhibit 'B'

(First signature must be acknowledged by a Notary Public)

EXHIBIT "A"

A.P.N. : 325-300-37 RIGHT OF WAY ACQUISITION

All that real property situate in the City of Placerville, County of El Dorado, State of California, lying within a portion of Section 13, Township 10 North, Range 10 East, M.D.M and being a portion of the Tract of land as shown on Record of Survey filed in Book 24 at Page 35 of Maps, Records of El Dorado County, and being more particularly described as follows:


Beginning at an angle point in the North line of the above mentioned Tract of land, said point also being the Westerly terminus of the line shown as North 89°36'28" East, 252.69 feet on said map; thence from the point of beginning along the North line of said Tract of land North 89°36'44" East, 8.52 feet; thence leaving said North line along a curve to the right and having a radius of 471.00 feet and a chord bearing and distance of South 52°43'20" West, 271.89 feet; thence South 69°29'55" West, 58.03 feet to a point on the Westerly line of said Tract of land; thence along the Westerly line of said Tract of land the following described courses: North 55°08'01" East, 78.17 feet to a 3/4" capped iron pipe stamped LS 1820 1961; thence North 52°45'57" East, 93.80 feet; thence North 47°59'49" East, 72.20 feet; thence North 40°32'56" East, 27.31 feet, thence South 39°08'51" East, 23.75 feet to a rebar with aluminum cap stamped LS 6626; thence North 50°58'09" East, 8.03 feet to a similar rebar; thence along a curve to the left and having a radius of 392.00 feet and a chord bearing and distance of North 47°51'16" East, 41.43 feet to a point on the North line of said Tract of land and the point of beginning containing 7,557 square feet more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The **Basis of Bearings** for this description is identical to that of Record of Survey Map filed in Book 23 at Page 26 of Maps, El Dorado County Records as determined by found monuments.

This description has been prepared by me or under my direct supervision.


Ryan Thompson L.S. 8749

3-20-17
Date

UNICO Engineering, Inc.
Folsom, CA



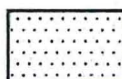
EXHIBIT B

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	275.81'	471.00'	33°33'07"	S52° 43' 20"W	271.89'
C2	41.45'	392.00'	06°03'32"	N47° 51' 16"E	41.43'

LINE TABLE

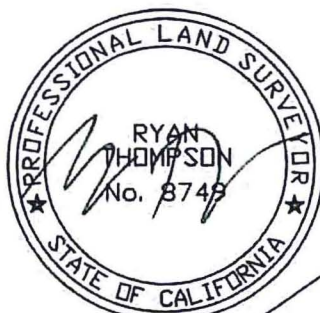
LINE	BEARING	DISTANCE
L1	N89° 36' 44"E	8.52'
L2	S69° 29' 55"W	58.03'
L3	N55° 08' 01"E	78.17'
L4	N52° 45' 57"E	93.80'
L5	N47° 59' 49"E	72.20'
L6	N40° 32' 56"E	27.31'
L7	S39° 08' 51"E	23.75'
L8	N50° 58' 09"E	8.03'



ADDITIONAL RIGHT OF WAY
TO BE ACQUIRED IN FEE: 7,557 SF



1"=100'



PGE RIGHTS PER
BOOK 2669 PAGE 84
DECEMBER 4, 1986
ON PARCEL 325-300-37

3/4" CIP
LS 1820 1961

PARCEL 030803-1
PER ROS 23-26

SLOPE EASEMENT
T.C.E.

CL 15' EASEMENT
TO EID 1989-74348
PORTION RS 24-35
EL DORADO COUNTY
325-300-37

CL 50' NON EXCLUSIVE
DRIVEWAY AND P.U.E.
2015-0006926

P.O.B.
WESTERLY TERMINUS
N89°36'28"E 252.69'
ROS 24-35 FOUND REBAR
AND ALUM CAP
RCE 22180

N89°36'44"E 648.64'
FOUND REBAR
AND ALUM CAP
PLS 6626 TYP.

NO ACCESS
JANUARY 28, 1997
BOOK 4846 PAGE 142
VEGETATION
MAINTENANCE
AGREEMENT
2015-0006926

PORTION RS 24-35
325-300-36

APN

325-300-37

WESTERN PLACERVILLE
INTERCHANGE PROJECT PHASE 2

UNICO
ENGINEERING

SHEET 2 OF 2

RIGHT OF WAY ACQUISITION
CITY OF PLACERVILLE

CALIFORNIA

110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 800.277.6623 | unicoengineering.com

17-0246 B 14 of 22

Exhibit 'C'

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

City of Placerville
3101 Center Street
Placerville, CA 95667

APN: 325-300-37

Seller: County of El Dorado

**Project: Western Placerville Interchange
Phase 2**

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,
The County of El Dorado, a political subdivision of the State of California, hereinafter
referred to as "Grantor", grants to the **City of Placerville, a municipal corporation in the
State of California**, a slope easement for construction and maintenance of slope/s
together with any and all appurtenances appertaining thereto, over, under, upon, and
across a portion of all that certain real property situate in the County of El Dorado, State of
California,

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

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

**GRANTOR: The County of El Dorado, a political subdivision of the State of
California**

Shiva Frentzen, Chair
Board of Supervisors

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

By: _____
Deputy Clerk

Exhibit 'C'

(First signature must be acknowledged by a Notary Public)

EXHIBIT "A"

A.P.N. : 325-300-37
Slope Easement

All that real property situate in the City of Placerville, County of El Dorado, State of California, lying within a portion of Section 13, Township 10 North, Range 10 East, M.D.M and being a portion of the Tract of land as shown on Record of Survey filed in Book 24 at Page 35 of Maps, Records of El Dorado County, and being more particularly described as follows:


Beginning at a point in the North line of the above mentioned Tract of land, from which the Westerly terminus of the line shown as North 89°36'28" East, 252.69 feet on said map bears South 89°36'44" West, 8.52 feet; thence from the point of beginning and along the North line of said Tract of land North 89°36'44" East, 85.00 feet; thence leaving said North line of said Tract of land South 45°37'05" West, 404.68 feet; thence North 58°50'53" West, 50.00 feet; thence South 78°21'12" West, 182.35 feet to a point on the Westerly line of said Tract of Land; thence along the Westerly line of said Tract of land North 55°00'46" East, 189.08 feet; thence leaving said Westerly line of said Tract of land North 69°29'55" East, 58.03 feet; thence along a curve to the left and having a radius of 471.00 feet and a chord bearing and distance of North 52°43'20" East, 271.89 feet to a point on the Northerly line of said Tract of land and the point of beginning containing 33,417 square feet more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The **Basis of Bearings** for this description is identical to that of Record of Survey Map filed in Book 23 at Page 26 of Maps, El Dorado County Records as determined by found monuments.

This description has been prepared by me or under my direct supervision.


Ryan Thompson L.S. 8749

3-20-17
Date

UNICO Engineering, Inc.
Folsom, CA



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

City of Placerville
3101 Center Street
Placerville, CA 95667

APN: 325-300-37**Seller: County of El Dorado****Project: Western Placerville Interchange
Phase 2**

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

The County of El Dorado, a political subdivision of the State of California, hereinafter referred to as "Grantor", grants to the **City of Placerville, a municipal corporation in 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 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 \$0.00 (zero dollars AND 00/100) 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 **Western Placerville Interchange Phase 2 (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. 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

Exhibit 'D'

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. The Temporary Construction Easement is for a period of 36 months from the date of full execution of this Agreement. Construction is anticipated to take 36 months. This Easement also covers a one-year warranty period.
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: The County of El Dorado, a political subdivision of the State of California

Shiva Frentzen, Chair
Board of Supervisors

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

By: _____
Deputy Clerk

(First signature must be acknowledged by a Notary Public)

EXHIBIT "A"

A.P.N. : 325-300-37 Temporary Construction Easement

All that real property situate in the City of Placerville, County of El Dorado, State of California, lying within a portion of Section 13, Township 10 North, Range 10 East, M.D.M and being a portion of the Tract of land as shown on Record of Survey filed in Book 24 at Page 35 of Maps, Records of El Dorado County, and being more particularly described as follows:

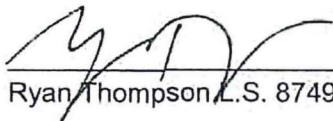
Beginning at a point in the North line of the above mentioned Tract of land, from which the Westerly terminus of the line shown as North 89°36'28" East, 252.69 feet on said map bears South 89°36'44" West, 93.52 feet; thence from the point of beginning and along the North line of said Tract of land North 89°36'44" East, 21.59 feet; thence leaving said North line of said Tract of land South 45°37'05" West, 437.00 feet; thence North 58°50'53" West, 59.85 feet; thence South 78°21'12" West, 203.87 feet to a point on the Westerly line of said Tract of land; thence along the Westerly line of said Tract of land North 55°00'46" East, 37.86 feet; thence leaving the Westerly line of said Tract of land North 78°21'12" East, 182.35 feet; thence South 58°50'53" East, 50.00 feet; thence North 45°37'05" East, 404.68 feet to a point on the Northerly line of said Tract of land and the point of beginning containing 10,306 square feet more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The **Basis of Bearings** for this description is identical to that of Record of Survey Map filed in Book 23 at Page 26 of Maps, El Dorado County Records as determined by found monuments.

This description has been prepared by me or under my direct supervision.


Ryan Thompson, L.S. 8749

3-20-17
Date

UNICO Engineering, Inc.
Folsom, CA



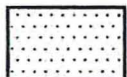
EXHIBIT B

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	41.45'	392.00'	06°03'32"	S47° 51' 16"W	41.43'

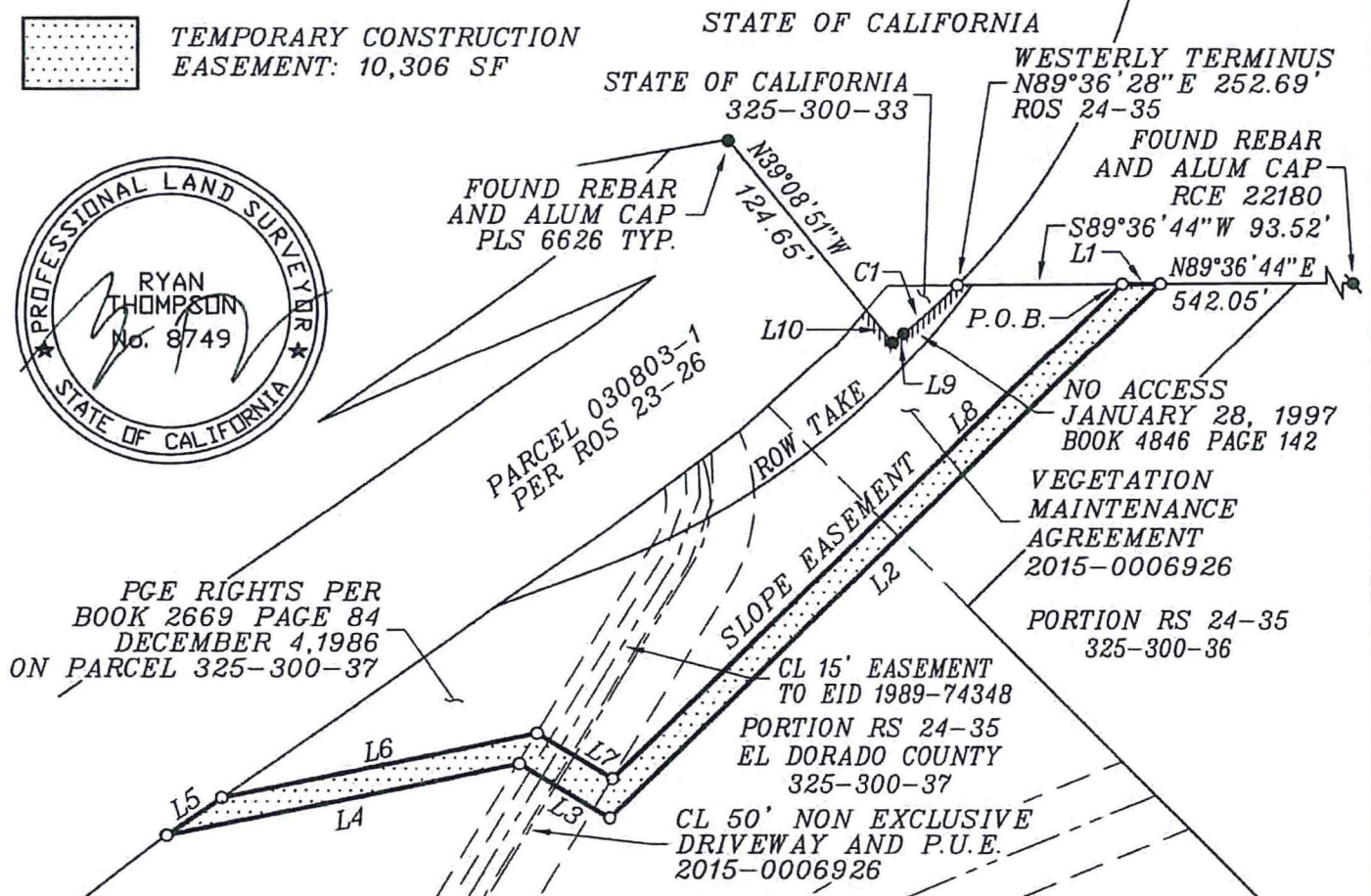
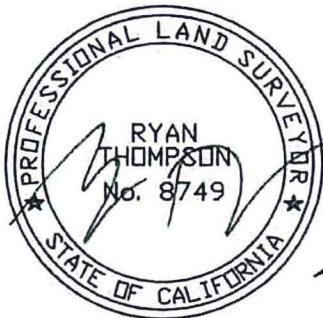
LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N89° 36' 44"E	21.59'	L6	N78° 21' 12"E	182.35'
L2	S45° 37' 05"W	437.00'	L7	S58° 50' 53"E	50.00'
L3	N58° 50' 53"W	59.85'	L8	N45° 37' 05"E	404.68'
L4	S78° 21' 12"W	203.87'	L9	S50° 58' 09"W	8.03'
L5	N55° 00' 46"E	37.86'	L10	N39° 08' 51"W	23.75'



1"=100'



TEMPORARY CONSTRUCTION
EASEMENT: 10,306 SF



APN

325-300-37

WESTERN PLACERVILLE
INTERCHANGE PROJECT PHASE 2

UNICO
ENGINEERING

SHEET 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT
CITY OF PLACERVILLE

CALIFORNIA

110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 800.277.6623 | unicoengineering.com

17-0246 B 22 of 22