

Seller: Freitas  
APN: 325-180-14  
Project#: 71336  
Escrow#: 205-9794

### **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 the TAFF A. FREITAS AND DOROTHY A. FREITAS, HUSBAND AND WIFE AS JOINT TENANTS, referred to herein as ("Seller"), with reference to the following facts:

#### **RECITALS**

- A. Seller owns that certain real property located in the 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 and a Temporary Construction Easement (TCE) as described and depicted in Exhibit C 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 and C and the exhibits thereto. The terms of the TCE shall be those set forth in Exhibit C, 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 **\$18,600.00 for fee title and \$10,500.00 for the TCE, for a total of \$29,100.00 (Twenty-nine Thousand One-hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$29,100.00.

### **3. ESCROW**

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9794, 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 TCE 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 February 28, 2009, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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**4. ESCROW AND OTHER FEES**

County shall pay:

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

**5. TITLE**

Seller shall by Grant Deed and TCE, 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. 205-9794, dated August 8, 2008, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to item 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 as contained in said preliminary report.

Seller agrees 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 Acquisition Properties is vested in County

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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. 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 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 deed.

## **7. 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.

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**8. 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, including AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising there 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.

**9. NO ENVIRONMENTAL VIOLATIONS**

Seller represents and warrants that, to the best of Seller's knowledge, the Property is not 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. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

**10. 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 fee property described in the Grant Deed 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 adjacent to U.S. Highway 50, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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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**11. 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.

**12. 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.

**13. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, 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 any broker or sales agent in connection with this transaction.

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

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and the TCE 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 Deed and TCE.

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C. Escrow Holder shall:

- (i) Record the Grant Deed and TCE for the Acquisition Properties described and depicted in Exhibits B and C 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 Seller.

**15. 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.

**16. 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.

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

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**SELLER:** Taff A. Freitas and Dorothy A. Freitas  
P.O. Box 226  
Pinole, CA 94564

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

**COPY TO:** County of El Dorado  
Department of Transportation  
Attn: R/W Program Manager  
2850 Fairlane Court  
Placerville, CA 95667

**18. 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.

**19. 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.

**20. 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.

**21. CONSTRUCTION CONTRACT WORK**

County or County's contractors or authorized agents shall, at the time of construction of the US Hwy. 50/Missouri Flat Road Interchange Project, Phase 1B, perform the following construction work on the



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Seller's remaining property:

- (i) 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. Fencing will be replaced in a like manner along the new Right of Way property line to the north of the Weber Creek Bridge (Veteran's Memorial Bridge) so as to maintain the currently fenced property line within the new property boundaries.
- (ii) County or County's contractor or authorized agent will make modifications from the main entrance of the subject property, as shown on Exhibit D (Parcel 1), attached hereto, which is approximately 600 feet in length. Modifications will include improving the gravel roadway to a minimum of eighteen (18) feet wide with one (1) foot shoulders with six (6) inches of base rock for the driving surface. During the project, the roadway modifications will be maintained to withstand the additional use of the construction related traffic. Prior to final completion of the project, the roadway will be repaired to its originally improved condition.
- (iii) County or County's contractor or authorized agent will make modifications to the Temporary Construction Easement area as shown on Exhibit D (Parcel 2), attached hereto, that shall include improving the area with base and gravel to support the heavy equipment that will be utilizing the easement areas. Upon completion of the project, to the extent reasonable, the Temporary Construction

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Easement areas will be returned to their original, natural condition as they were prior to the commencement of the project.

- (iv) County or County's contractor or authorized agent will make modifications to the Temporary Construction Easement area as shown on Exhibit D (Parcel 3), attached hereto. Modifications will include improving the existing dirt roadway to a minimum of twelve (12) feet wide with one (1) foot shoulders with six inches of base rock for the driving surface. During the project, the roadway modifications will be maintained to withstand the additional use of the construction related traffic. Prior to final completion of the project, the roadway will be repaired to its originally improved condition.

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.

## **22. 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: 325-180-14) where necessary to perform the replacement and/or reconstruction as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance.

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**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

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**SELLER:**

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

Date: 12-18-08

By:

  
TAFE A. FREITAS

Date: 12-18-08

By:

  
DOROTHY A. FREITAS

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Chairman of the Board  
Board of Supervisors

ATTEST: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

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

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

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

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

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION continued**

DEG 38' 30" TO THE RIGHT TO CONFORM TO THE RECORD)

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

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

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

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

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

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION continued**

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

A.P.N. 325-180-14-100

EXHIBIT 'B'

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

\_\_\_\_ 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, **TAFF A. FREITAS AND DOROTHY A. FREITAS, 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**, 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 DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION AND DEPICTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

**IN WITNESS WHEREOF**, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**GRANTOR:**

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

By: \_\_\_\_\_  
TAFF A. FREITAS

By: \_\_\_\_\_  
DOROTHY A. FREITAS

**Notary Acknowledgements Follow**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

All that portion of the lands described as Document No. 2002-0023644, on file in the office of the El Dorado County Recorder, being a portion of the southeast quarter of Section 14, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the easterly boundary, an angle point in the existing westerly right-of-way line of U.S. Highway 50, from which the east quarter corner of said Section 14 bears North 19°33'26" East 445.541 meters (1461.75 feet); thence from said point of beginning along said easterly boundary and existing right-of-way line South 36°26'59" West 107.031 meters (351.15 feet) to the new westerly right-of-way line of said highway; thence along said new right-of-way line North 21°27'37" East 157.576 meters (516.98 feet) to the aforementioned existing highway right-of-way line; thence along said existing right-of-way line South 05°36'05" East 60.849 meters (199.64 feet) to the point of beginning, containing 0.2181 hectares (0.539 acres), more or less.

See attached Exhibit

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

END OF DESCRIPTION

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



12-22-05

# EXHIBIT "B"

E. 1/4 COR.  
SECTION 14

ASSESSED AREA	TAKE AREA	REMAINING AREA
19.87 Ac	0.54 Ac	19.33 Ac

FREITAS  
APN 325:180:14  
2002-0023644



SCALE = 1:1000  
METRIC

NEW R/W LINE

EXIST. R/W LINE

POINT OF BEGINNING

WEBER CREEK

U.S. HIGHWAY 50

157.576m  
N21°27'37"E  
S05°36'05"E  
60.849m  
107.031m  
(TIE) S19°33'26"W  
445.541m

EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 325-180-14

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange  
Project #71336  
APN: 325-180-14

**TEMPORARY CONSTRUCTION EASEMENT**

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

See Exhibits A and B attached hereto and made a part hereof.

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

1. In consideration of **\$10,500.00 (Ten-Thousand Five-Hundred 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 owners 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 U.S. Highway 50/Missouri Flat Road Interchange 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 U.S. Highway 50/Missouri Flat Road Interchange Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

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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 U.S. Highway 50/Missouri Flat Road Interchange 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 **\$437.50 (Four-Hundred Thirty-seven Dollars and Fifty Cents, 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.

GRANTOR:

Executed on this date: \_\_\_\_\_, 2008

By: \_\_\_\_\_  
TAFF A. FREITAS

By: \_\_\_\_\_  
DOROTHY A. FREITAS

**Notary Acknowledgements Follow**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of the lands described as Document No. 2002-0023644, on file in the office of the El Dorado County Recorder, being a portion of the southeast quarter of Section 14, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

**PARCEL 1**

That portion of Helmrich Lane that lies within the bounds of said lands, containing 0.467 acres, more or less.

**PARCEL 2**

**Commencing** at the most westerly corner of the lands described in Book 3389, Official Records, at Page 376, in the office of said El Dorado County Recorder; thence South 03°44'34" East 12.681 meters (41.60 feet) **to the to the true point of beginning**; thence South 39°47'48" West 55.000 meters (180.45 feet); thence North 44°33'29" West 3.881 meters (12.73 feet) to a point hereinafter known as **Point 'A'**; thence continuing North 44°33'29" West 3.881 meters (12.73 feet); thence continuing North 44°33'29" West 37.238 meters (122.17 feet); thence North 40°04'35" East 33.206 meters (108.94 feet); thence North 85°36'28" East 18.126 meters (59.47 feet); thence South 74°37'53" East 17.167 meters (56.32 feet); thence South 41°47'14" East 16.166 meters (53.04 feet) to the point of beginning, containing 0.2215 hectares (0.547 acres), more or less.

**PARCEL 3**

A 7.500 meter (24.61 foot) wide portion of said lands described as follows:

Beginning at the aforementioned **Point 'A'**; thence in a southerly direction along the centerline of the existing roadbed to its intersection with the new westerly right-of-way line of State Route 50, containing 0.1729 hectares (0.427 acres), more or less.

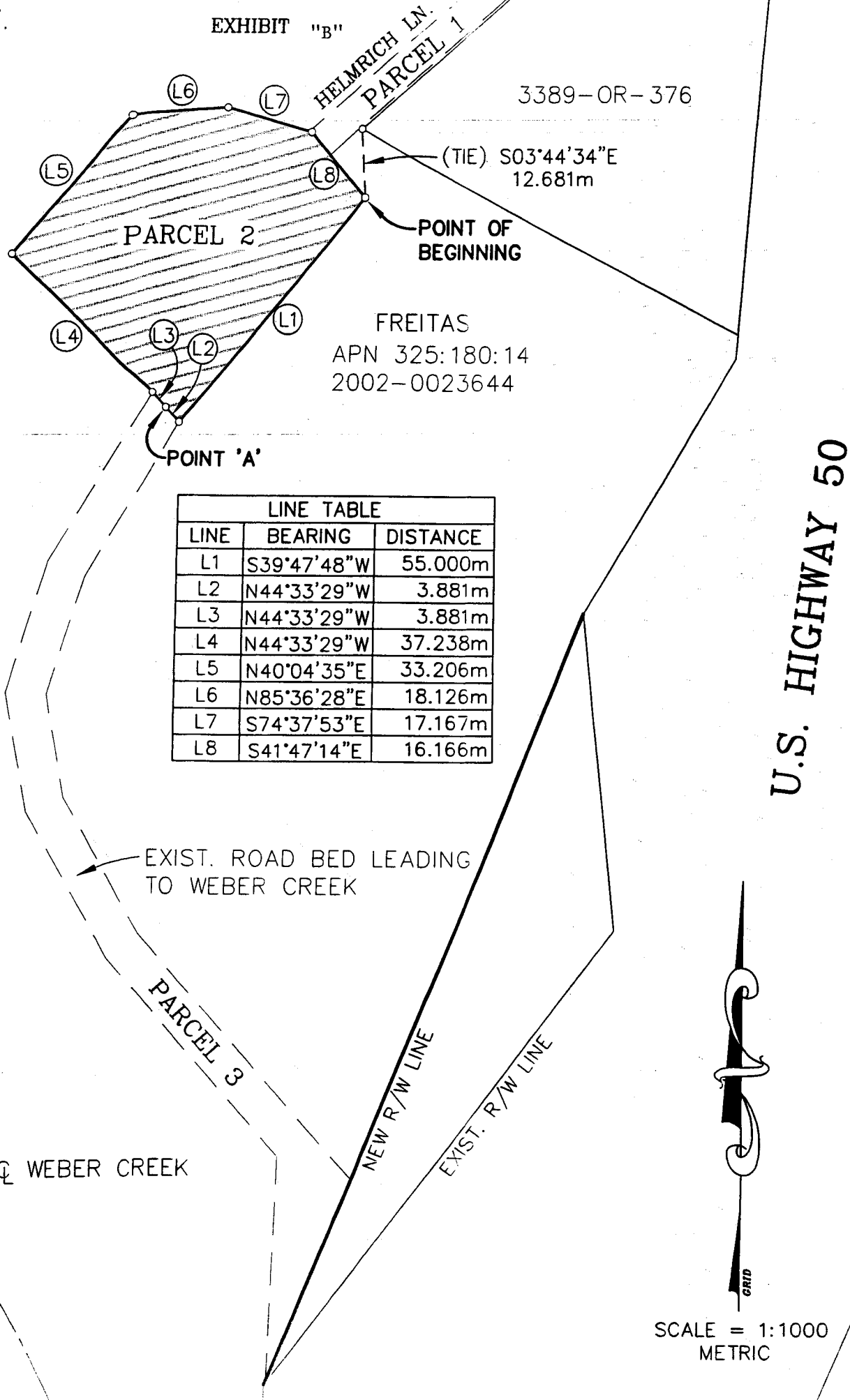
See attached Exhibit

**END OF DESCRIPTION.**

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone 11, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



# EXHIBIT "B"



# EXHIBIT "D"

