

Seller: Dawson Family Trust  
APN: 051-250-055  
Project #: 72334  
Escrow #: P-365404

**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 **Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**, 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 Title by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Slope and Drainage Easement as described and depicted in Exhibit C and the exhibits thereto, a Public Utilities Easement as described and depicted in Exhibit D and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit E 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:

Seller  

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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, D, and E and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit E, which is attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easement is for a period of 84 months from the date of full execution of this Agreement. Construction is anticipated to take 84 months.

### 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$22,674 for the Fee Title, \$40,641 for the Slope and Drainage and Public Utilities Easements, \$9,268 for the Temporary Construction Easement, and \$60,006 for loss of improvement and severance damages for a total amount of \$132,589 rounded to \$132,600.00 (one hundred thirty two thousand six 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. P-365404 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,

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however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed and Easement Deeds from 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, 2021 unless the closing date is extended by mutual 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 Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant Deed and Easement Deeds 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.

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P-365404, July 30, 2020, if any; and

- C. Exceptions 1, 2, and 3 paid current and subject to items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, and 23 as listed in said preliminary title 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 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. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easement Deeds being conveyed by Seller, and as shown in Exhibits B, C, D, and E and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. WARRANTIES**

Seller warrants that:

Seller  



Seller: Dawson Family Trust  
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- 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 deeds.

**8. MORTGAGES, DEEDS OF TRUST**

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

**9. 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,

Seller  

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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.

**10. 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 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.

**11. 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.

**12. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this

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Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements for the Diamond Springs Parkway Phase 1B Project CIP No. 72334, 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.

**13. 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.

**14. 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.

**15. 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.

Seller  



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

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Easement Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate/s of Acceptance to be attached to and recorded with the Grant Deed 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, D, and E and the exhibits thereto, together with County's Certificate(s) of Acceptance.
  - (ii) Cause the policy of title insurance to be issued.
  - (iii) Deliver the just compensation to Seller.

**17. 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.

**18. 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

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other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

**19. 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:

**SELLER: Philip and Christine Dawson  
2940 Cold Springs Rd  
Placerville, CA 95667**

**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: ROW Unit  
2850 Fairlane Court  
Placerville, CA 95667**

**20. 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.

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**21. 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.

**22. 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.

**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. 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:

1. County or County's contractors or authorized agents shall remove and relocate the

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existing wrought iron fence and gate along Throwita Way inside the Property outside of the proposed easements.

2. County or County's contractors or authorized agents shall construct a retaining wall within the proposed easements to protect the existing office building.

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.

**27. 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 051-250-055) where necessary, to perform the work as described in Section 26 of this Agreement.

**28. 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.

**29. 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

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Agreement shall be binding unless executed in writing by the party to be bound thereby.

**30. 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: Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**

Date: 10-9-20 By: Philip J. Dawson, Trustee  
Philip J. Dawson, Trustee

Date: 10-9-2020 By: Christine Dawson, Trustee  
Christine Dawson, Trustee

**COUNTY OF EL DORADO:**

Date: 11/10/2020 By: Birk Verkamp  
, Chair  
Board of Supervisors

**ATTEST:**  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy Clerk

Seller [Signature] [Signature]

## Exhibit "A" Legal Description

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

ALL THAT PORTION OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 10 EAST AND SECTION 19, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., BEING PARCELS C AND D OF PM BOOK 29-150, DESCRIBED AS FOLLOWS:

TRACT 1, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA ON APRIL 18, 2005 IN BOOK 28 OF RECORD OF SURVEY MAPS AT PAGE 38.

APN: 051-250-055-000

Exhibit B

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

County of El Dorado  
Department of Transportation  
Attn: ROW Unit  
2850 Fairlane Ct.  
Placerville, CA 95667

**APN: Por. 051-250-055  
Seller: Dawson Family Trust  
Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**, 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 '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: Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**

\_\_\_\_\_  
Philip J. Dawson, Trustee

\_\_\_\_\_  
Christine Dawson, Trustee

**(All signatures must be acknowledged by a Notary Public)**



## EXHIBIT 'A'

All that certain real property situate in the Southwest Quarter of Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that document no. 2012-0044730 filed in the Official Records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 28 of Surveys, Page 38 more particularly described as follows:

### AREA 1:

COMMENCING at the Southeast corner of said parcel; thence along the southeasterly line of said parcel South  $62^{\circ}41'11''$  West, 337.91 feet to the TRUE POINT OF BEGINNING; thence along the southeasterly, southwesterly, and northwesterly lines of said parcel the following three (3) courses: 1) South  $62^{\circ}41'11''$  West, 100.98 feet; 2) North  $63^{\circ}27'23''$  West, 110.06 feet; 3) North  $45^{\circ}38'07''$  East, 21.68 feet; thence leaving said northwesterly line South  $84^{\circ}02'49''$  East, 173.62 feet to the TRUE POINT OF BEGINNING. Containing 5,936 square feet (0.14 acres) more or less.

TOGETHER WITH:

### AREA 2:

COMMENCING at the Southeast corner of said parcel; thence along the easterly line of said parcel North  $16^{\circ}26'02''$  West, 193.95 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line North  $63^{\circ}39'25''$  West, 45.61 feet; thence North  $20^{\circ}21'42''$  West, 2.75 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 235.00 feet; thence easterly along said curve through a central angle of  $8^{\circ}15'23''$  an arc distance of 33.86 feet, said curve being subtended by a chord which bears North  $67^{\circ}49'01''$  East, 33.83 feet to said easterly line; thence along said easterly line South  $16^{\circ}26'02''$  East, 37.11 feet to the TRUE POINT OF BEGINNING. Containing 681 square feet, more or less

-End of Description-

See Exhibit 'B' 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 certain 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 parcel as a Right-of-Way for road purposes.

  
\_\_\_\_\_

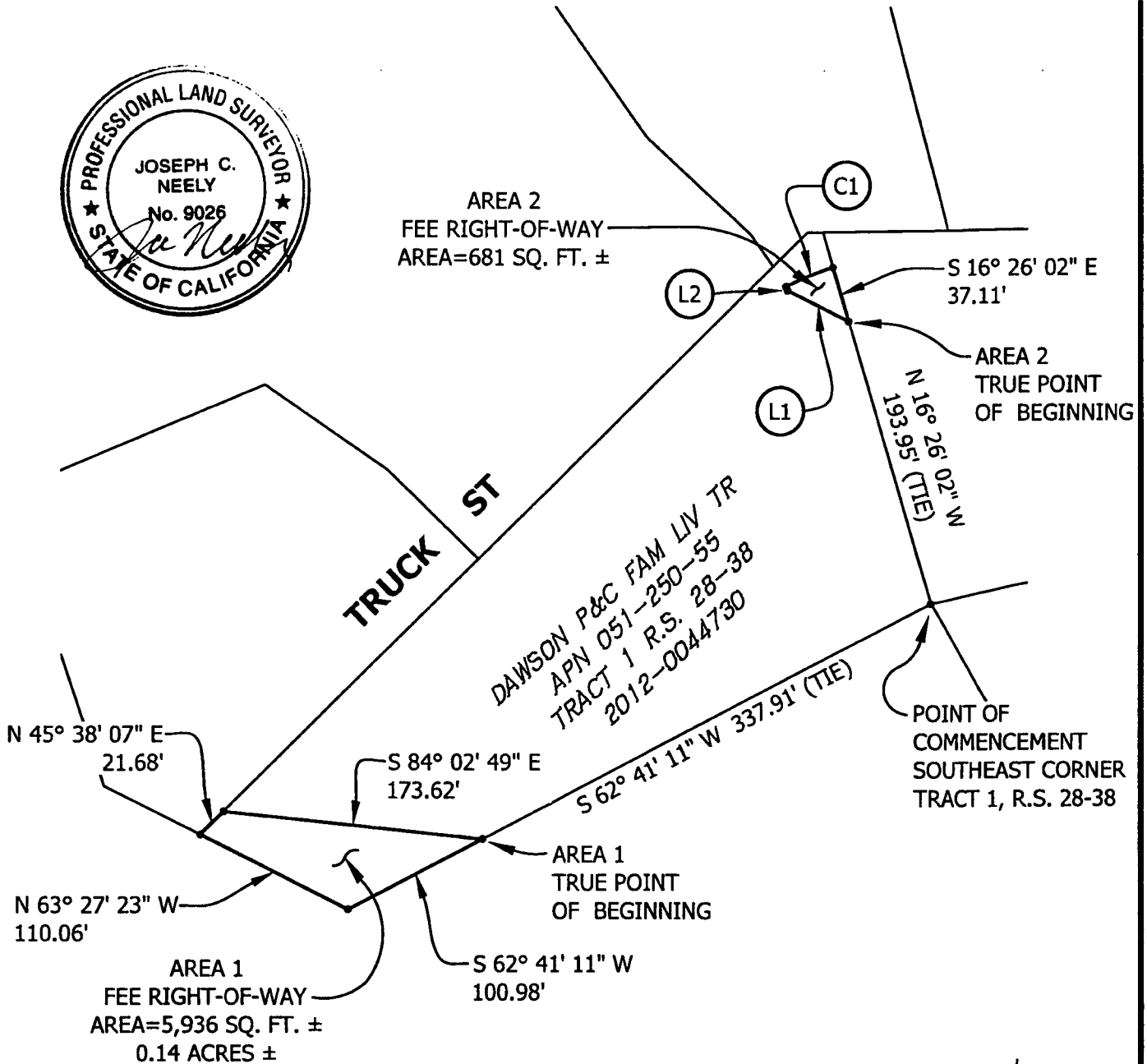
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Date: 3/2/2020

# EXHIBIT 'B'

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



- (L1) N 63° 39' 25" W 45.61'
- (L2) N 20° 21' 42" W 2.75'
- (C1) R=235.00' Δ=08° 15' 23" L=33.86'  
CH=N 67° 49' 01" E 33.83'



Grid North  
Scale 1"=100'



Exhibit C

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

County of El Dorado  
Department of Transportation  
Attn: ROW Unit  
2850 Fairlane Ct.  
Placerville, CA 95667

**APN: 051-250-055**  
**Seller: Dawson Family Trust**  
**Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**, 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 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.**

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR: Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**

\_\_\_\_\_  
Philip J. Dawson, Trustee

\_\_\_\_\_  
Christine Dawson, Trustee

**(All signatures must be acknowledged by a Notary Public)**

## EXHIBIT 'A2'

All that certain real property situate in the Southwest Quarter of Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that document no. 2012-0044730 filed in the Official Records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 28 of Surveys, Page 38 more particularly described as follows:

### AREA 1:

COMMENCING at the Southeast corner of said parcel; thence along the southeasterly line of said parcel South  $62^{\circ}41'11''$  West, 274.84 feet to the TRUE POINT OF BEGINNING; thence continuing along said southeasterly line South  $62^{\circ}41'11''$  West, 63.07 feet; thence leaving said southeasterly line North  $84^{\circ}02'49''$  West, 173.62 feet to the northwesterly line of said parcel; thence along said northwesterly line North  $45^{\circ}38'07''$  East, 44.95 feet; thence leaving said northwesterly line South  $84^{\circ}02'49''$  East, 197.65 feet to the TRUE POINT OF BEGINNING. Containing 6,422 square feet (0.15 acres) more or less.

TOGETHER WITH:

### AREA 2:

BEGINNING at the Southeast corner of said parcel; thence along the southeasterly line of said parcel South  $62^{\circ}41'11''$  West, 51.01 feet; thence leaving said southeasterly line North  $14^{\circ}46'54''$  East, 42.72 feet to the beginning of a non-tangent curve concave westerly, said curve has a radius of 951.38 feet; thence northerly along said curve through a central angle of  $4^{\circ}29'55''$  an arc distance of 74.70 feet, said curve being subtended by a chord which bears North  $14^{\circ}25'04''$  West, 74.68 feet; thence North  $16^{\circ}40'01''$  West, 116.28 feet; thence South  $63^{\circ}39'25''$  East, 35.15 feet to the easterly line of said parcel; thence along said easterly line South  $16^{\circ}26'02''$  East, 193.95 feet to the POINT OF BEGINNING. Containing 5,801 square feet (0.13 acres) 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 certain 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 parcel as easements for 1) slope and drainage purposes and 2) public utilities purposes.



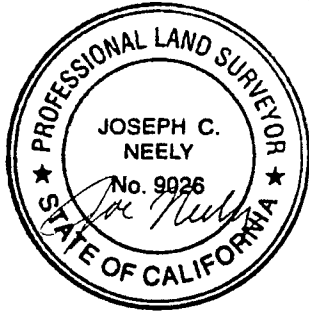
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



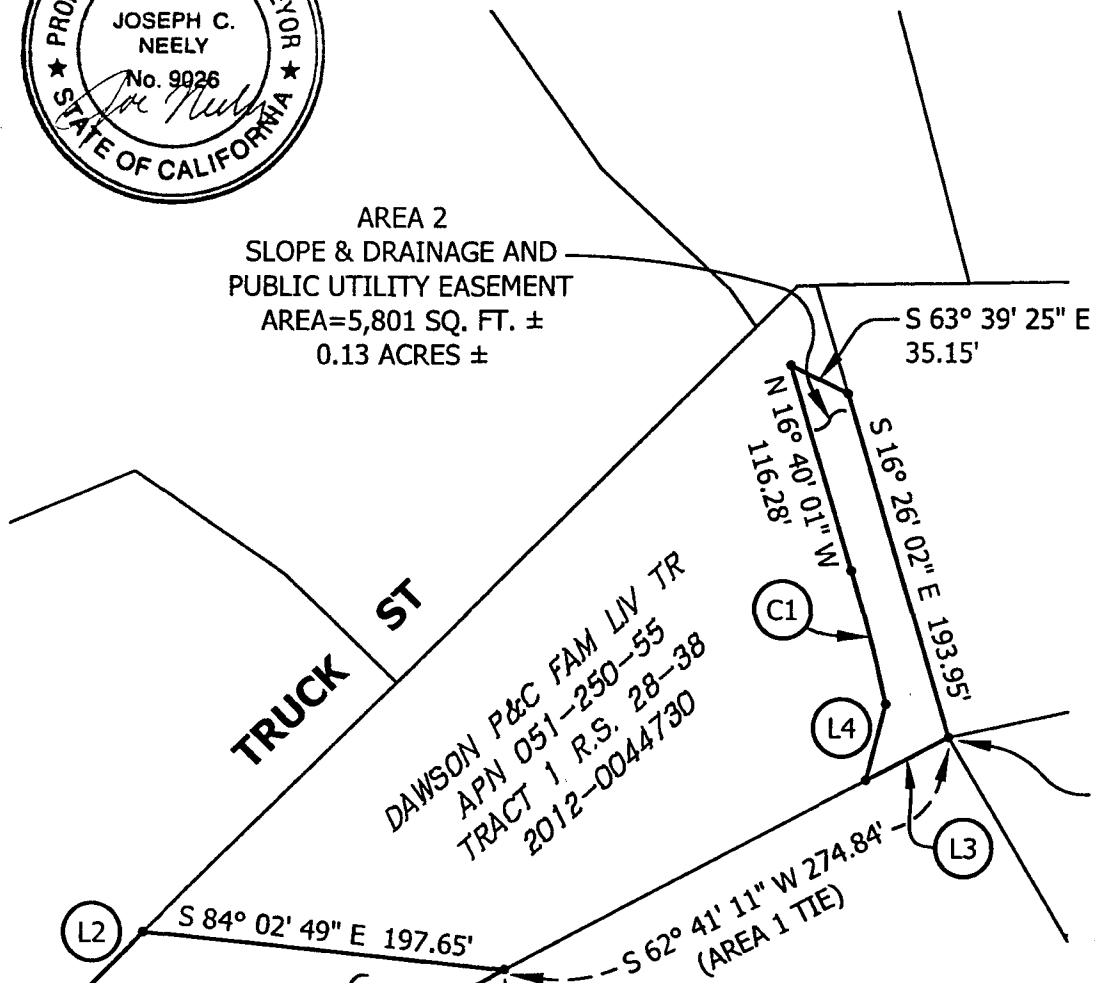
Date: 10/24/19

# EXHIBIT 'B2'

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



AREA 2  
SLOPE & DRAINAGE AND  
PUBLIC UTILITY EASEMENT  
AREA=5,801 SQ. FT. ±  
0.13 ACRES ±



AREA 1 POINT OF  
COMMENCEMENT,  
AREA 2 POINT OF  
BEGINNING  
SOUTHEAST CORNER  
TRACT 1, R.S. 28-38

AREA 1  
SLOPE & DRAINAGE AND  
PUBLIC UTILITY EASEMENT  
AREA=6,422 SQ. FT. ±  
0.15 ACRES ±

AREA 1  
TRUE POINT  
OF BEGINNING

- (L1) S 62° 41' 11" W 63.07'
- (L2) N 45° 38' 07" E 44.95'
- (L3) S 62° 41' 11" W 51.01'
- (L4) N 14° 46' 54" E 42.72'

(C1) R=951.38' Δ=04° 29' 55" L=74.70'  
CH=N 14° 25' 04" W 74.68'



Grid North  
Scale 1"=100'

Exhibit D

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

County of El Dorado  
Department of Transportation  
Attn: ROW Unit  
2850 Fairlane Ct.  
Placerville, CA 95667

**APN: 051-250-055**  
**Seller: Dawson Family Trust**  
**Project #: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of 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.**

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR: Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**

\_\_\_\_\_  
Philip J. Dawson, Trustee

\_\_\_\_\_  
Christine Dawson, Trustee

**(A Notary Public Must Acknowledge All Signatures)**



## EXHIBIT 'A2'

All that certain real property situate in the Southwest Quarter of Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that document no. 2012-0044730 filed in the Official Records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 28 of Surveys, Page 38 more particularly described as follows:

### AREA 1:

COMMENCING at the Southeast corner of said parcel; thence along the southeasterly line of said parcel South  $62^{\circ}41'11''$  West, 274.84 feet to the TRUE POINT OF BEGINNING; thence continuing along said southeasterly line South  $62^{\circ}41'11''$  West, 63.07 feet; thence leaving said southeasterly line North  $84^{\circ}02'49''$  West, 173.62 feet to the northwesterly line of said parcel; thence along said northwesterly line North  $45^{\circ}38'07''$  East, 44.95 feet; thence leaving said northwesterly line South  $84^{\circ}02'49''$  East, 197.65 feet to the TRUE POINT OF BEGINNING. Containing 6,422 square feet (0.15 acres) more or less.

TOGETHER WITH:

### AREA 2:

BEGINNING at the Southeast corner of said parcel; thence along the southeasterly line of said parcel South  $62^{\circ}41'11''$  West, 51.01 feet; thence leaving said southeasterly line North  $14^{\circ}46'54''$  East, 42.72 feet to the beginning of a non-tangent curve concave westerly, said curve has a radius of 951.38 feet; thence northerly along said curve through a central angle of  $4^{\circ}29'55''$  an arc distance of 74.70 feet, said curve being subtended by a chord which bears North  $14^{\circ}25'04''$  West, 74.68 feet; thence North  $16^{\circ}40'01''$  West, 116.28 feet; thence South  $63^{\circ}39'25''$  East, 35.15 feet to the easterly line of said parcel; thence along said easterly line South  $16^{\circ}26'02''$  East, 193.95 feet to the POINT OF BEGINNING. Containing 5,801 square feet (0.13 acres) 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 certain 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 parcel as easements for 1) slope and drainage purposes and 2) public utilities purposes.

  
\_\_\_\_\_

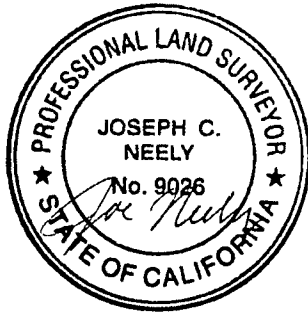
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



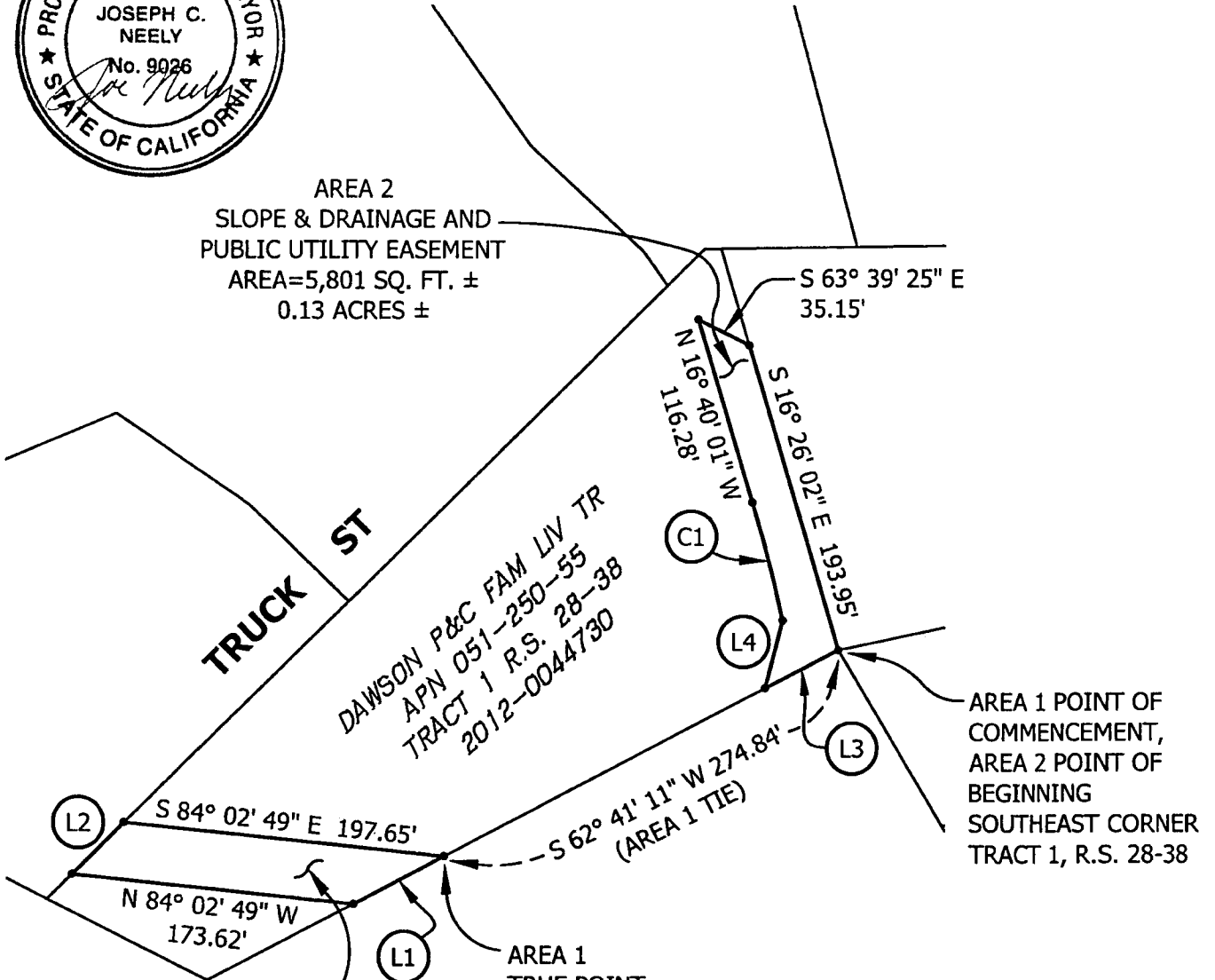
Date: 10/24/19

# EXHIBIT 'B2'

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



AREA 2  
SLOPE & DRAINAGE AND  
PUBLIC UTILITY EASEMENT  
AREA=5,801 SQ. FT. ±  
0.13 ACRES ±



AREA 1  
SLOPE & DRAINAGE AND  
PUBLIC UTILITY EASEMENT  
AREA=6,422 SQ. FT. ±  
0.15 ACRES ±

- (L1) S 62° 41' 11" W 63.07'
- (L2) N 45° 38' 07" E 44.95'
- (L3) S 62° 41' 11" W 51.01'
- (L4) N 14° 46' 54" E 42.72'

- (C1) R=951.38' Δ=04° 29' 55" L=74.70'  
CH=N 14° 25' 04" W 74.68'



Grid North  
Scale 1"=100'

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

County of El Dorado  
Department of Transportation  
Attn: ROW Unit  
2850 Fairlane Ct.  
Placerville, CA 95667

**APN: 051-250-055**  
**Seller: Dawson Family Trust**  
**Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

**See Exhibits 'A3' and 'B3' 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 \$9,268.00 (nine thousand two hundred sixty eight 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 'A3' and depicted on the map in Exhibit 'B3' 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 **Diamond Springs Parkway Phase 1B Project CIP No. 72334** (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. Stockpiling or parking of vehicles or equipment is allowed to take place in this area. Included within this temporary construction easement is the right of ingress and egress of Grantee, its

Exhibit E

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 84 months from the date of full execution. Construction is anticipated to take 84 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: Philip J. Dawson and Christine Dawson, Trustees of The Phil & Chris Dawson Family Trust, dated July 31, 2012**

\_\_\_\_\_  
Philip J. Dawson, Trustee

\_\_\_\_\_  
Christine Dawson, Trustee

**(All signatures must be acknowledged by a Notary Public)**



### EXHIBIT 'A3'

All that certain real property situate in the Southwest Quarter of Section 19, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that document no. 2012-0044730 filed in the Official Records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 28 of Surveys, Page 38 more particularly described as follows:

#### AREA 1:

COMMENCING at the Southeast corner of said parcel; thence along the southeasterly line of said parcel South 62°41'11" West, 238.38 feet to the TRUE POINT OF BEGINNING; thence continuing along said southeasterly line South 62°41'11" West, 36.46 feet; thence leaving said southeasterly line North 84°02'49" West, 197.65 feet to the northwesterly line of said parcel; thence along said northwesterly line North 45°38'07" East, 25.99 feet; thence leaving said northwesterly line South 84°02'49" East, 211.54 feet to the TRUE POINT OF BEGINNING. Containing 4,092 square feet (0.09 acres) more or less.

TOGETHER WITH:

#### AREA 2:

COMMENCING at the Southeast corner of said parcel; thence along the easterly line of said parcel North 16°26'02" West, 231.05 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave southerly, said curve has a radius of 235.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 8°15'23" an arc distance of 33.86 feet, said curve being subtended by a chord which bears South 67°49'01" East, 33.83 feet; thence South 20°21'42" East, 2.75 feet; thence South 72°11'39" West, 14.88 feet; thence North 26°18'41" West, 12.25 feet to the northwesterly line of said parcel; thence along the northwesterly, northerly, and easterly lines of said parcel the following three (3) courses: 1) North 45°38'07" East, 45.73 feet; 2) North 89°08'07" East, 10.43 feet; 3) South 16°26'02" East, 24.20 feet to the TRUE POINT OF BEGINNING. Containing 1,055 square feet (0.02 acres) more or less.

-End of Description-

See Exhibit 'B3' 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 certain 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 parcel as a temporary easement for construction purposes.

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Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Date: 3/3/2020

# EXHIBIT 'B3'

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



AREA 2  
TEMPORARY CONSTRUCTION  
EASEMENT  
AREA=1,055 SQ. FT. ±  
0.02 ACRES ±

N 45° 38' 07" E 45.74'  
N 26° 18' 41" W 12.25'

N 89° 08' 07" E 10.43'  
S 16° 26' 02" E 24.20'

AREA 2  
TRUE POINT OF  
BEGINNING

TRUCK ST

DAWSON P&C FAM LIV TR  
APN 051-250-55  
TRACT 1 R.S. 28-38  
2012-0044730

N 16° 26' 02" W  
231.05' (TIE)

POINT OF COMMENCEMENT  
SOUTHEAST CORNER  
TRACT 1, R.S. 28-38

N 45° 38' 07" E  
25.99'

S 84° 02' 49" E 211.54'

S 62° 41' 11" W 238.38' (TIE)

N 84° 02' 49" W  
197.65'

AREA 1  
TRUE POINT OF  
BEGINNING

S 62° 41' 11" W  
36.46'

AREA 1  
TEMPORARY CONSTRUCTION  
EASEMENT  
AREA=4,092 SQ. FT. ±  
0.09 ACRES ±

- (C1) R=235.00' Δ=08° 15' 23" L=33.86'  
CH=S 67° 49' 01" E 33.83'
- (L1) S 20° 21' 42" E 2.75'
- (L2) S 72° 11' 39" W 14.88'



Grid North  
Scale 1"=100'