

Sellers: WATSON
APN: 325-450-03
Project#: 77114
Escrow#: 201-39445

EASEMENT 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 ERNEST S. WATSON AND SUANNE M. WATSON, HUSBAND AND WIFE, AS JOINT TENANTS, referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as a Public Utility Easement, as described and depicted in Exhibit B, and the exhibits thereto, which are attached hereto and referred to hereinafter as "the Easement", 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

Sellers hereby agree to sell to County, and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Easement, as described and depicted in the attached Exhibit B, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Easement is in the amount of **\$1,000 for a Public Utility Easement for a total of \$1,000.00 (One-Thousand-Dollars, exactly)**. Sellers and County hereby acknowledge that the fair market value of the Easement is \$1,000.00.



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3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 201-39445 for APN 325-450-03, which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. 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 Easement. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than August 30, 2013, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

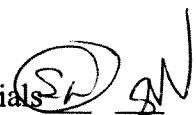
4. ESCROW AND OTHER FEES

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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall, by Grant of Public Utility Easement, grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.



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6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

- A. Sellers own the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.

8. 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 Easement 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 to the Green Valley Road at Weber Creek Replacement Bridge Project #77114 (Project), inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Easement is conveyed and purchased, and Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

10. CONSTRUCTION CONTRACT WORK

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

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed improvements to be constructed within the new right of way limits.
- B. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately 6 inches within the new right of way line, where applicable.

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 fencing, when removed and relocated, or reconstructed by County, shall be left in as

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good a condition as found.

11. 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 325-450-03) where necessary to perform the replacement and/or reconstruction as described in Section 10 of this Agreement. Sellers understand and agree that after completion of the work described in Section 10, said fencing, will be considered Seller's sole property and Sellers will be responsible for their maintenance and repair.

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

Sellers have not employed a broker or sales agent in connection with the sale of the Easement, and Sellers shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Sellers to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Easement 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 of Acceptance to be attached to and recorded with the Easement.
- C. Escrow Holder shall:



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- (i) Record the Easement described and depicted in Exhibit B, and the exhibits thereto, together with County's Certificate of Acceptance.
- (ii) Deliver the just compensation to Sellers.

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 Sellers.

16. BEST EFFORTS

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

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

**SELLERS: Ernest S. Watson and Suanne M. Watson
3470 Koala Lane
Placerville, CA 95667**

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

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**COPY TO: County of El Dorado
Community Development Agency, Transportation Division
Attn: R/W Unit
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. 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.

22. 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.

23. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the Property

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exceeding a period of one month.

24. 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.

25. 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.

26. 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.



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**SELLERS: ERNEST S. WATSON AND SUANNE M. WATSON, HUSBAND AND WIFE,
AS JOINT TENANTS**

Date: 2-25-13

By: *Ernest S. Watson*
Ernest S. Watson

Date: 3-25-13

By: *Suanne M. Watson*
Suanne M. Watson

COUNTY OF EL DORADO:

Date: _____

By: _____
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

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:

PARCEL ONE:

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE REALTY HEREIN DESCRIBED FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 2 DEGREES 23 MINUTES EAST 44.69 FEET AND NORTH 31 DEGREES 13 MINUTES EAST 106.67 FEET AND NORTH 38 DEGREES 53 MINUTES EAST 3916.8 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 89 DEGREES 36 MINUTES WEST 833.47 FEET TO THE NORTHWEST CORNER OF THE REALTY HEREIN DESCRIBED, MARKED BY A 3/4 INCH CAPPED IRON PIPE SCRIBED "MC-1"; THENCE SOUTH 2 DEGREES 10 MINUTES WEST 183.2 FEET; THENCE SOUTH 70 DEGREES 35 MINUTES EAST 376.24 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES EAST 150.4 FEET; THENCE SOUTH 17 DEGREES 48 MINUTES EAST 222.89 FEET; THENCE NORTH 49 DEGREES 47 MINUTES 34 SECONDS EAST 189.99 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED "RCE 10594", THENCE NORTH 47 DEGREES 43 MINUTES 15 SECONDS EAST 159.38 FEET TO THE CENTERLINE OF A 40 FOOT ROADWAY; THENCE FOLLOWING THE CENTERLINE OF SAID ROADWAY THE FOLLOWING COURSES AND DISTANCES; NORTH 16 DEGREES 29 MINUTES WEST 20.00 FEET AND NORTH 2 DEGREES 10 MINUTES EAST 296.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED FROM MILTON S. ELMORE TO ROBERT L. HARRIS, ETUX, IN BOOK 1174 OF OFFICIAL RECORDS, AT PAGE 254 IN THE COUNTY RECORDER'S OFFICE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, FROM WHICH THE NORTHWEST CORNER MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED MC 1 BEARS NORTH 02 DEGREES 02 MINUTES 00 SECONDS EAST (CITE 02 DEGREES 10 MINUTES EAST) 69.16 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG THE SAID WEST LINE SOUTH 02 DEGREES 02 MINUTES 00 SECONDS WEST 114.00 FEET TO THE SOUTHWEST CORNER OF SAID ROBERT L. HARRIS ET UX PROPERTY MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED L.S. 1820, 1965; THENCE SOUTH 70 DEGREES 38 MINUTES 00 SECONDS EAST (CITE SOUTH 70 DEGREES 35 MINUTES EAST) ALONG THE SOUTH LINE OF SAID ROBERT L. HARRIS, ET UX, PROPERTY A DISTANCE OF 201.02 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 02 DEGREES 02 MINUTES 00 SECONDS EAST 114.00 FEET; THENCE NORTH 70 DEGREES 38 MINUTES 00 SECONDS WEST 201.02 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN THAT CERTAIN DEED FROM MILTON S. ELMORE TO ROBERT L. HARRIS, ET UX, IN BOOK

EXHIBIT "A"
LEGAL DESCRIPTION continued

1174 OF OFFICIAL RECORDS AT PAGE 254 IN THE COUNTY RECORDER'S OFFICE , COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING LOCATED IN THE CENTERLINE OF A 40.00 FOOT ROADWAY;THENCE ALONG THE SOUTHERLY LINE OF SAID ROBERT L. HARRIS, ET UX, PROPERTY THE FOLLOWING (3) COURSES: (1) SOUTH 47 DEGREES 40 MINUTES 15 SECONDS WEST (CITE SOUTH 47 DEGREES 43 MINUTES 15 SECONDS WEST) 159.38 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED RCE 10594; (2) SOUTH 49 DEGREES 44 MINUTES 34 SECONDS WEST (CITE SOUTH 49 DEGREES 47 MINUTES 34 SECONDS WEST) 189.99 FEET TO A RAIL SET IN THE TOP EDGE OF A WOODEN FLUME DIRECTLY OVER A DITCH; (3) NORTH 17 DEGREES 50 MINUTES 50 SECONDS WEST 222.89 FEET (CITE NORTH 17 DEGREES 48 SECONDS WEST 222.89 FEET) TO A 3/4 INCH CAPPED IRON PIPE STAMPED LS 1820; THENCE LEAVING SAID SOUTHERLY LINE NORTH 86 DEGREES 53 MINUTES 58 SECONDS EAST 331.62 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED IN BOOK 3586 OF OFFICIAL RECORDS, AT PAGE 305, FILED IN THE OFFICE OF THE COUNTY RECORDER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL A, AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 35 OF PARCEL MAPS, AT PAGE 51 OF SAID COUNTY; THENCE NORTH 7 DEGREES 12 MINUTES 15 SECONDS EAST 25.85 FEET; THENCE SOUTH 83 DEGREES 38 MINUTES 23 SECONDS EAST 83.01 FEET; THENCE SOUTH 76 DEGREES 55 MINUTES 40 SECONDS EAST 89.85 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 58 SECONDS WEST 100.00 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 45 SECONDS WEST 74.00 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT PORTION OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 9, 1986, IN BOOK 35 OF PARCEL MAPS, AT PAGE 51, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE SOUTH 82 DEGREES 47 MINUTES 45 SECONDS EAST 74.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 58 SECONDS EAST 100.00 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING NORTH 86 DEGREES 53 MINUTES 58 SECONDS EAST 211.06 FEET TO A 3/4 INCH CAPPED IRON PIPE, STAMPED "L.S. 4663"; THENCE SOUTH 47 DEGREES 40 MINUTES 15 SECONDS WEST 32.16 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 58 SECONDS WEST 116.02 FEET; THENCE NORTH 76 DEGREES 55 MINUTES 40 SECONDS WEST 73.02 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS ARE ALSO SHOWN AS TRACT 1 OF THAT CERTAIN RECORD OF SURVEY FILED ON MAY 17, 1995 IN THE OFFICE OF THE COUNTY RECORDER OF EL DORDO COUNTY, IN BOOK 21 OF RECORD OF SURVEYS, AT PAGE 110.

ASSESSOR PARCEL NO.:325-170-95-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 325-450-03

Above section for Recorder's use _____

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

GRANT OF PUBLIC UTILITY EASEMENT

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

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.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

EXHIBIT "B"

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2013.

GRANTOR

Date: _____

By: _____
Ernest S. Watson

Date: _____

By: _____
Suanne M. Watson

Notary Acknowledgments Follow

Exhibit 'A'

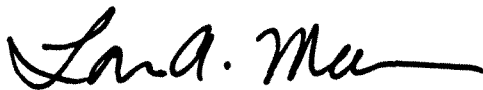
All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Tract 1 of that particular Record of Survey filed in Book 21 at Page 110, official records said county and state more particularly described as follows:

Beginning at the northeasterly corner of said Tract 1; thence from said POINT OF BEGINNING along the easterly boundary of said Tract 1 South 01° 32' 37" West 5.74 feet; thence leaving said boundary South 31° 39' 28" West 30.17 feet; thence North 46° 06' 17" West 43.89 feet to the northerly boundary of said Tract 1; thence along said boundary North 88° 48' 57" East 47.63 feet to the POINT OF BEGINNING, containing 783 square feet more or less. See Exhibit 'B' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel as an easement for utility purposes.



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



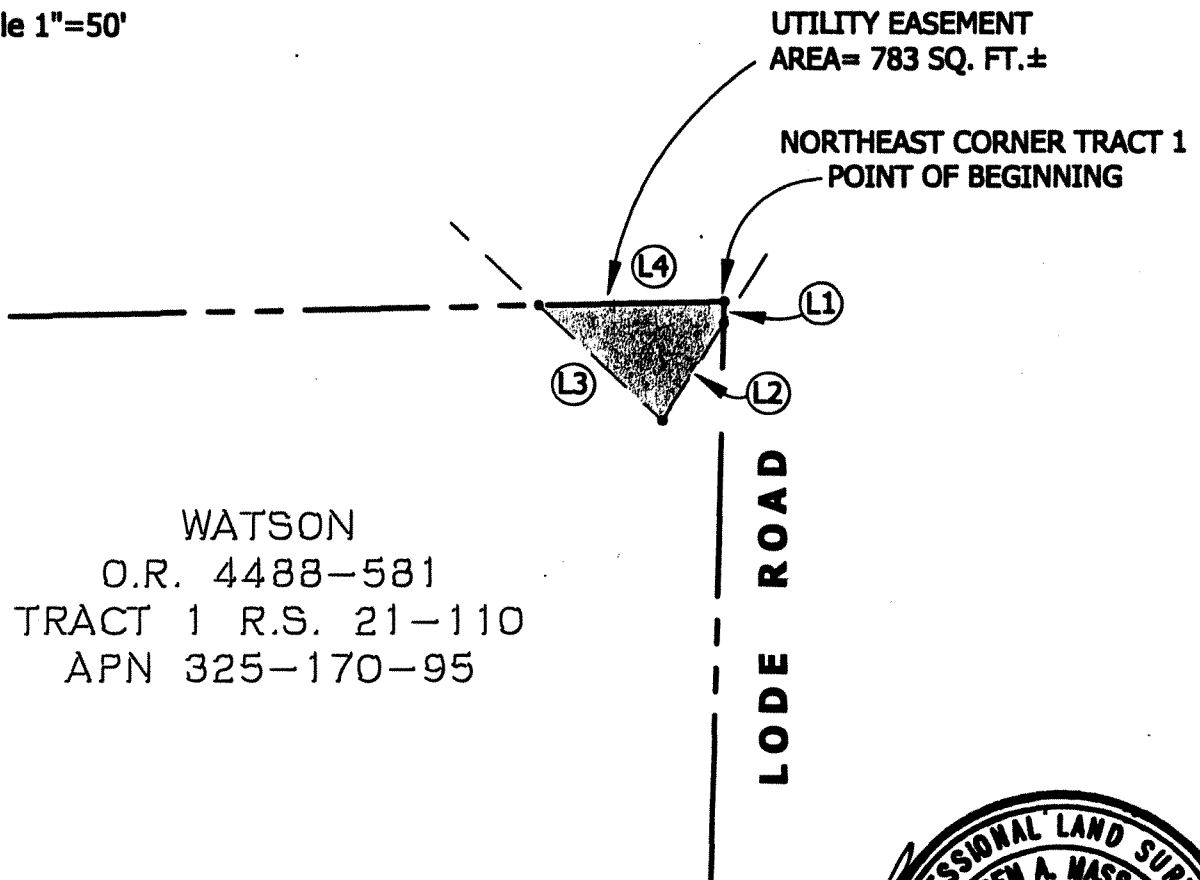
Dated: 01.29.2013

EXHIBIT 'B'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California



Grid North
Scale 1"=50'



- (L1) S 01°32'37" W 5.74'
- (L2) S 31°39'28" W 30.17'
- (L3) N 46°06'17" W 43.89'
- (L4) N 88°48'57" E 47.63'



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 325-450-03

Above section for Recorder's use

Mail Tax Statements to above:
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Per Revenue & Taxation Code 11922

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TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2013.

GRANTOR:

Date: _____

By: _____
Ernest S. Watson

Date: _____

By: _____
Suanne M. Watson

Notary Acknowledgments Follow

Exhibit 'A'

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Loren A. Massaro


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



Dated: 01.29.2013

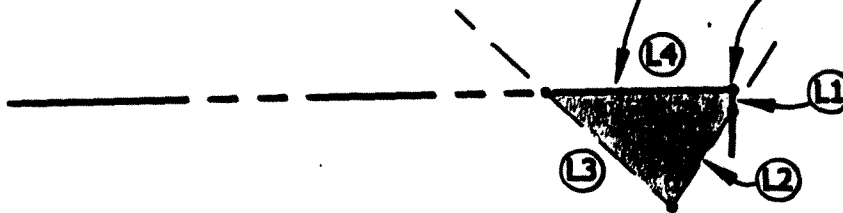
EXHIBIT 'B'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California


Grid North
Scale 1"=50'

UTILITY EASEMENT
AREA= 783 SQ. FT.±

NORTHEAST CORNER TRACT 1
POINT OF BEGINNING



WATSON
O.R. 4488-581
TRACT 1 R.S. 21-110
APN 325-170-95

LODE ROAD

- ① S 01°32'37" W 5.74'
- ② S 31°39'28" W 30.17'
- ③ N 46°06'17" W 43.89'
- ④ N 88°48'57" E 47.63'



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Utility Easement dated _____, 2013, from **Ernest S. Watson, and Suanne M. Watson, Husband and Wife, As Joint Tenants**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 325-450-03

Dated this ____ day of _____, 2013

COUNTY OF EL DORADO

By: _____

Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By: _____
Deputy Clerk