

Seller: Sher Trust  
APN: 084-030-014  
Project #: 77126  
Escrow #: P-188769

## 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 **Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**, referred to herein as ("Seller"), with reference to the following facts:

### RECITALS

- A. Seller owns that certain real property located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Slope and Drainage Easement as described and depicted in Exhibit C and the exhibits thereto, an Aerial 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:

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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 6 years from the date of full execution of this Agreement. Construction is anticipated to take 3 years.

### 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$50,000.00 (Fifty Thousand 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-188769 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 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

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be closed no later than March 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.P-188769, February 26, 2020, if any; and
- C. Exceptions 1, 2, 3 and 4 paid current and subject to items 5, 6, 7, 8, 9, 10, and 11 as listed in said preliminary title report.

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

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

**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, 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:

- 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, except for the

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driveway/easement which serves the adjacent parcel APN 084-030-013.

- 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, 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

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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 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 Mosquito Road Bridge

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Replacement CIP No. 77126, 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.

**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

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

#### **19. NOTICES**

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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:** Benjamin Sher  
1000 Fruitridge Road  
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.

## **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.

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**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 Sellers' remaining property:

1. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits
2. County or County's contractor or authorized agent will construct access roads within

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the Temporary Construction Easement areas. Upon completion of the project, to the extent reasonable, County will return the easement areas to their original, natural condition as they were prior to the commencement of the project. Seller acknowledges however that said access roads will not be obliterated. Said roads will be seeded and basic erosion control measures will be installed. These roads may require retaining walls both temporary and permanent in nature. Upon completion of the project, the walls will remain in place and Seller will take on ownership and maintenance of the walls/improvements thereafter. No warranty is given or implied to Seller on the walls or improvements. Trees that are cut will be left in place and or cut into rounds as needed; brush and branches are to be chipped and placed back onto the soil for erosion control.

3. The County agrees not to erect any gates across any portion of Seller's driveway without Seller's future written consent, including at the point at which Seller's driveway intersects old Mosquito Road. The County agrees that the only gate it may erect is the pole gate at the top of the bridge, and agrees to provide Seller with keys to that gate. The County further agrees that in the event electric power is brought to within 125 ft. of that gate, it will replace that gate with an automatic gate in order to reduce the impairment to Seller's access that the County's manual gate represents.

4. The County agrees to maintain that segment of old Mosquito Road that will continue to serve as Seller's sole vehicular access to his parcels including cleaning ditches and culverts and removing rock falls and fallen trees in a timely fashion.

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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. Sellers understand and agree that after completion of the work described, said facilities, except utility facilities, will be considered Sellers' sole property and Sellers 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 084-030-014) where necessary, to perform the work as described in Section 26 of this Agreement.

**28. INDEMNITY PROVISION**

In accordance with Government Code section 53069, County shall indemnify Owner from, and against, all liability as a result loss, damage, or injury to property or any person only if all of the following are met:

1. The loss, damage, or injury was proximately caused by a dangerous condition of the property acquired from Owner by this agreement, including the area acquired as a slope and drainage easement.

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2. The loss, damage, or injury occurred after the date that this Agreement is executed and County obtains ownership over the property acquired from owner by this Agreement, including the area acquired as a slope and drainage easement.

3. The loss, damage, or injury was not caused by the negligence or willful conduct of Owner.

**29. 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.

**30. 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.

**31. 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: Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**

Date: 8/14/2020

By:   
Benjamin D. Sher, Trustee

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**COUNTY OF EL DORADO:**

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

By: \_\_\_\_\_  
Brian K. Veerkamp, Chair  
Board of Supervisors

ATTEST:  
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, described as follows:

The North half of the Southwest quarter of the Northeast quarter of Section 28, Township 11 North, Range 11 East, M.D.B.&M.

APN: 084-030-14-100

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

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

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

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as "County", 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.**

**Easement Reservation**

Grantor reserves to itself, as well its successors and assigns, lessees and licensees, a non-exclusive easement appurtenant, which shall run with the land, over the acquisition area described above for the following purposes only:

1. To use the existing driveway/private road located within the easement area for vehicular and pedestrian ingress and egress, so long as that use does not unreasonably interfere with County's use of the property. This use does not include parking.
2. To use the existing driveway/private road located within the easement area to install and maintain utilities, provided that use does not unreasonably interfere with County's use of the property.

This easement granted will be permanent and perpetual.

The easement area is the area shown and described on Exhibit A4 & B4 attached hereto and made a part hereof, which description is by this reference incorporated herein in favor of the parcels listed below and described as:

The North half of the Southwest quarter of the Northeast quarter of Section 28, Township 11 North, Range 11 East, M.D.B.&M.

APN: 084-030-14

and;



Exhibit B

The parcel described in the recorded deed on file at the El Dorado County Recorder's Office number 2017-0011194-00 as:

All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 11 North, Range 11 East, M.D.M., California, according to the Official Plat of the survey of the said line, returned to the General Land Office by the Surveyor-General, described as follows:

Beginning at a 1 1/2 inch capped iron pipe stamped L.S. 3750 set at the Southwest corner of the South half of the Southeast quarter of the Northwest quarter of said Section 28; thence from said point of beginning along the West line of the East half of the Southeast quarter of said Section 28, North 8 degrees 07' 23" West 1276.09 feet to the East- West centerline of the Northwest quarter of said Section 28; thence along said East- West centerline, North 88 degrees 36' 37" East 1374.50 feet to the West line of the parcel of land described in that certain Deed to Robert R. and Esther H. Selfridge, recorded in the Office of the El Dorado County Recorder, in Book 1171 of Deeds at page 374; thence along last said East line South 6 degrees 39' 46" East 1289.60 feet to the center of Section 28; thence along last South line South 89 degrees 19' 37" West 1343.95 feet, to the point of beginning.

A.P.N.: 084-030-13

**Federal Funding Provisions**

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. 03-5925F15, 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.

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

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

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

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

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

**GRANTOR: Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**

\_\_\_\_\_  
Benjamin D. Sher, Trustee

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

## EXHIBIT 'A'

All that certain real property situate in the North Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document number 2016-35637 filed in the official records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 19 of Surveys, Page 73 in said county more particularly described as follows:

### AREA 1:

BEGINNING at a point on the northerly line of said parcel which bears South 88°38'06" West, 496.61 feet from the Northeast corner thereof; thence from said POINT OF BEGINNING continuing along said northerly line South 88°38'06" West, 237.71 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 542.00 feet; thence southeasterly along said curve through a central angle of 14°54'04" an arc distance of 140.96 feet, said curve being subtended by a chord which bears South 61°53'20" East, 140.56 feet; thence South 35°33'42" West, 20.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 522.00 feet; thence southeasterly along said curve through a central angle of 3°53'38" an arc distance of 35.48 feet, said curve being subtended by a chord which bears South 52°29'29" East, 35.47 feet; thence South 50°32'40" East, 223.87 feet; thence South 39°27'20" West, 46.45 feet; thence South 50°32'40" East, 126.54 feet; thence North 39°27'20" East, 212.90 feet; thence North 50°32'40" West, 126.54 feet; thence South 39°27'20" West, 46.45 feet; thence North 50°32'40" West, 218.60 feet; thence North 39°27'20" East, 26.49 feet to the POINT OF BEGINNING. Containing 64,443 square feet (1.48 acres) more or less.

TOGETHER WITH:

### AREA 2:

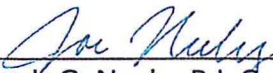
BEGINNING at the Southeast corner of said parcel; thence along the easterly line of said parcel North 5°14'09" West, 143.75 feet; thence leaving said easterly line South 39°27'20" West, 159.92 feet; thence South 50°32'40" East, 33.46 feet to the southerly line of said parcel; thence along said southerly line North 88°58'37" East, 88.92 feet to the POINT OF BEGINNING. Containing 9,050 square feet (0.21 acres) 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. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as a right of way for road purposes.

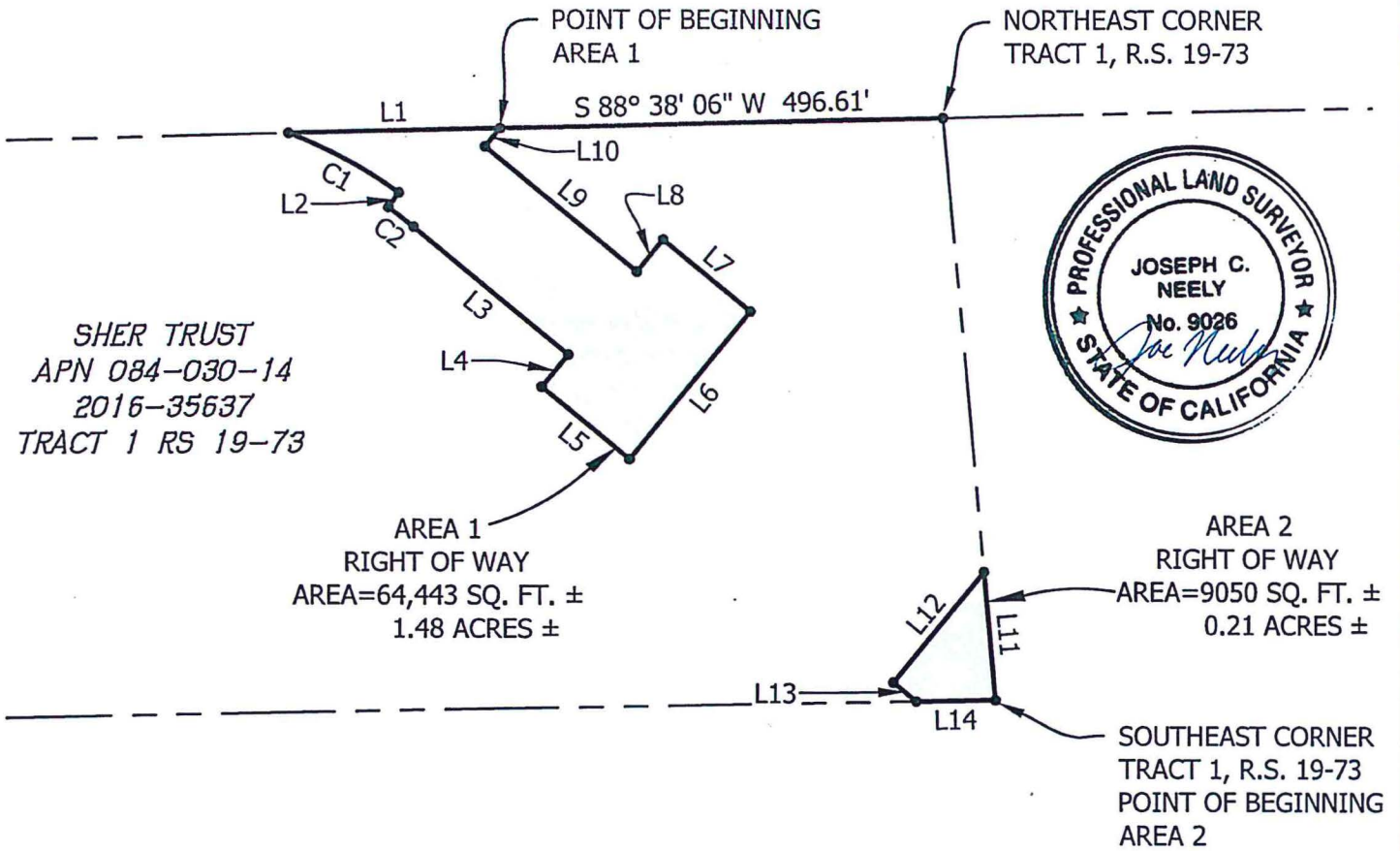
  
\_\_\_\_\_  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated 10/14/19\_\_\_\_\_



# EXHIBIT 'B'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.  
County of El Dorado, State of California



SHER TRUST  
APN 084-030-14  
2016-35637  
TRACT 1 RS 19-73



AREA 1  
RIGHT OF WAY  
AREA=64,443 SQ. FT. ±  
1.48 ACRES ±

AREA 2  
RIGHT OF WAY  
AREA=9050 SQ. FT. ±  
0.21 ACRES ±

- C1 ..... R=542.00' L=140.96' Δ=14° 54' 04"  
CH=S 61° 53' 20" E 140.56'
- C2 ..... R=522.00' L=35.48' Δ=3° 53' 38"  
CH=S 52° 29' 29" E 35.47'
- L1 ..... S 88° 38' 06" W 237.71'
- L2 ..... S 35° 33' 42" W 20.00'
- L3 ..... S 50° 32' 40" E 223.87'
- L4 ..... S 39° 27' 20" W 46.45'
- L5 ..... S 50° 32' 40" E 126.54'
- L6 ..... N 39° 27' 20" E 212.90'
- L7 ..... N 50° 32' 40" W 126.54'

- L8 ..... S 39° 27' 20" W 46.45'
- L9 ..... N 50° 32' 40" W 218.60'
- L10 ..... N 39° 27' 20" E 26.49'
- L11 ..... N 5° 14' 09" W 143.75'
- L12 ..... S 39° 27' 20" W 159.92'
- L13 ..... S 50° 32' 40" E 33.46'
- L14 ..... N 88° 58' 37" E 88.92'



Grid North  
Scale 1"=200'

EXHIBIT 'A4'

All that certain real property situate in the North Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document number 2016-35637 filed in the official records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 19 of Surveys, Page 73 in said county more particularly described as follows:

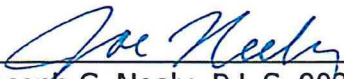
COMMENCING at the Northeast corner of said parcel; thence along the northerly line of said parcel South 88°38'06" West, 496.61 feet; thence leaving said northerly line South 39°27'20" West, 26.49 feet; thence South 50°32'40" East, 130.60 feet to the POINT OF BEGINNING; thence continuing South 50°32'40" East, 55.50 feet; thence South 83°20'22" West, 110.48 feet; thence South 67°02'05" West, 45.55 feet; thence North 50°32'40" West, 45.13 feet; thence North 67°02'05" East, 72.17 feet; thence North 83°20'22" East, 77.74 feet to the POINT OF BEGINNING. Containing 6,119 square feet (0.14 acres) more or less.

-End of Description-

See Exhibit 'B4' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid North. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as an easement for private road purposes.

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

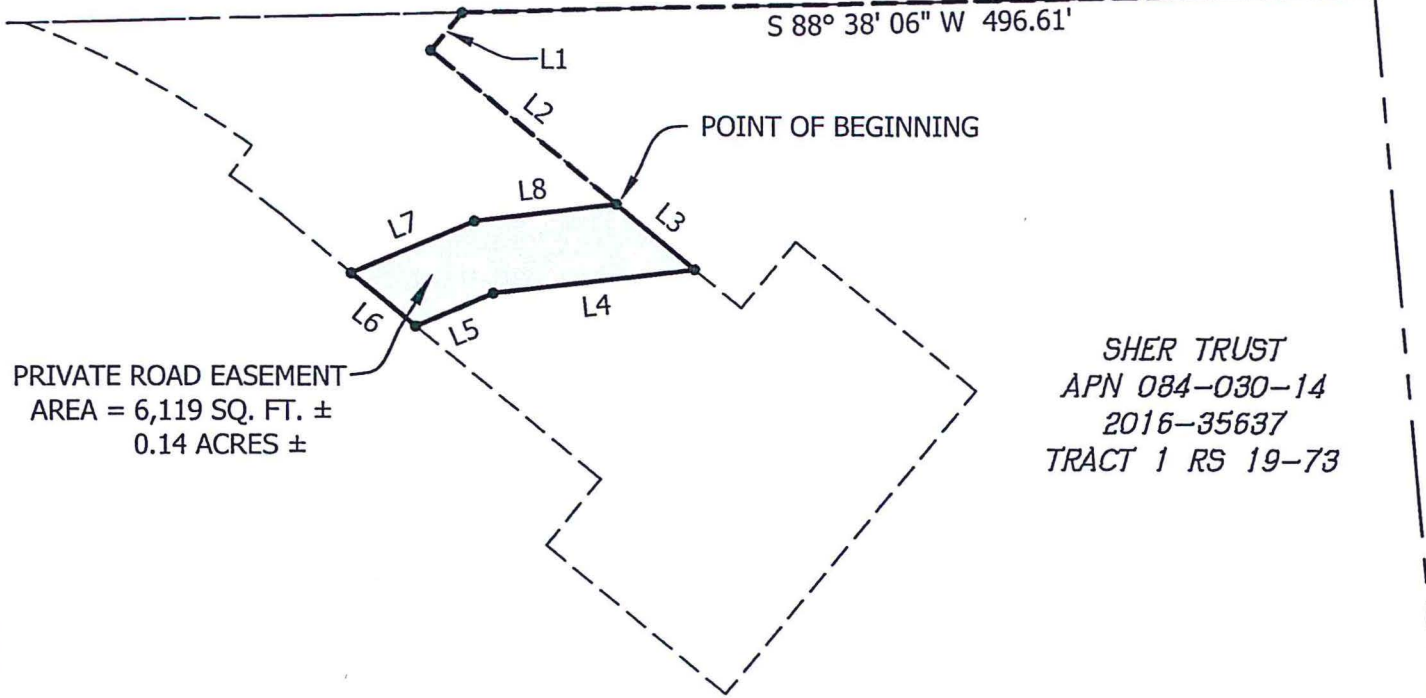
Date 7/15/2020



# EXHIBIT 'B4'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.  
County of El Dorado, State of California

NORTHEAST CORNER  
TRACT 1, R.S. 19-73



PRIVATE ROAD EASEMENT  
AREA = 6,119 SQ. FT. ±  
0.14 ACRES ±

SHER TRUST  
APN 084-030-14  
2016-35637  
TRACT 1 RS 19-73

- L1 ..... S 39° 27' 20" W 26.49'
- L2 ..... S 50° 32' 40" E 130.60'
- L3 ..... S 50° 32' 40" E 55.50'
- L4 ..... S 83° 20' 22" W 110.48'
- L5 ..... S 67° 02' 05" W 45.55'
- L6 ..... N 50° 32' 40" W 45.13'
- L7 ..... N 67° 02' 05" E 72.17'
- L8 ..... N 83° 20' 22" E 77.74'



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: 084-030-014  
Seller: Sher  
Project #: 77126**

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

Above section for Recorder's use

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996** 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 and for access to travel across to other portions of easements or other interests or fee title areas the County may own 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 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

County will use federal 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.

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



Exhibit C

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

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

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

**GRANTOR: Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**

\_\_\_\_\_  
Benjamin D. Sher, Trustee

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

**EXHIBIT 'A1'**

All that certain real property situate in the North Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document number 2016-35637 filed in the official records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 19 of Surveys, Page 73 in said county more particularly described as follows:

**AREA 1:**

COMMENCING at the Northeast corner of said parcel; thence along the northerly line of said parcel South 88°38'06" West, 303.56 feet to the POINT OF BEGINNING and the beginning of a non-tangent curve concave northwesterly having a radius of 70.39 feet; thence leaving said northerly line southwesterly along said curve through a central angle of 11°19'04" an arc distance of 13.90 feet, said curve being subtended by a chord which bears South 23°46'47" West, 13.88 feet; thence South 29°26'19" West, 40.76 feet; thence South 45°17'03" East, 57.01 feet; thence South 68°25'44" East, 221.74 feet; thence South 37°29'18" East, 134.55 feet; thence South 52°30'42" West, 165.94 feet; thence North 50°32'40" West, 173.18 feet; thence North 39°27'20" East, 76.45 feet; thence North 50°32'40" West, 126.54 feet; thence South 39°27'20" West, 46.45 feet; thence North 50°32'40" West, 80.10 feet; thence North 39°27'20" East, 88.58 feet; thence North 29°26'19" East, 50.70 feet to said northerly line; thence along said northerly line North 88°38'06" East, 21.69 feet to the POINT OF BEGINNING. Containing 51,940 square feet (1.19 acres) more or less.

TOGETHER WITH:

**AREA 2:**

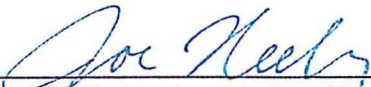
BEGINNING at a point which bears North 80°16'10" West, 116.42 feet from the Southeast corner of said parcel; thence from said POINT OF BEGINNING North 39°27'20" East, 80.00 feet; thence North 50°32'40" West, 161.19 feet; thence South 52°30'42" West, 82.12 feet; thence South 50°32'40" East, 179.74 feet to the POINT OF BEGINNING. Containing 13,637 square feet (0.31 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is grid North. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

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

  
\_\_\_\_\_  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation  
Date 4/27/2020

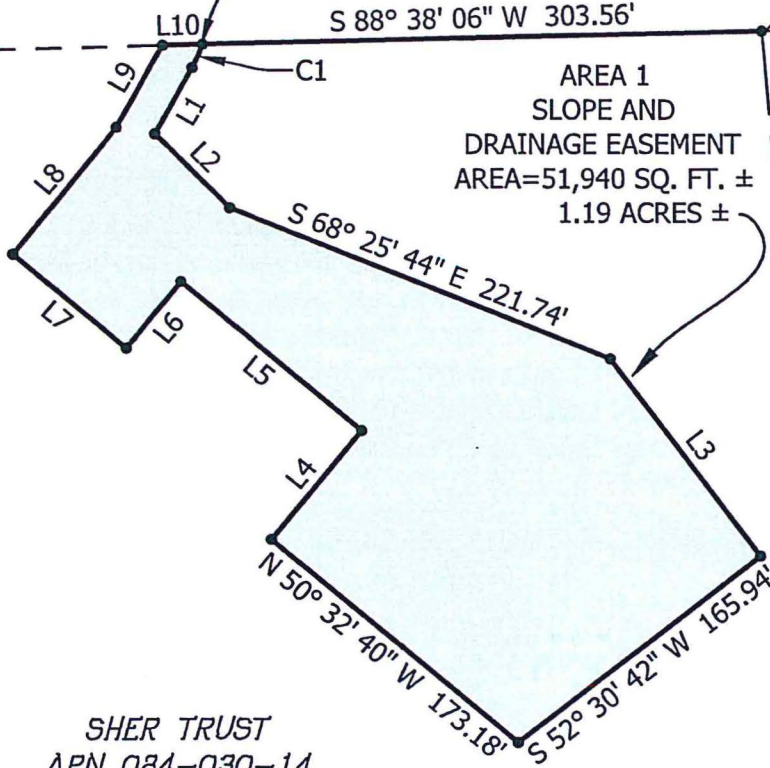


# EXHIBIT 'B1'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.  
County of El Dorado, State of California

POINT OF BEGINNING  
AREA 1

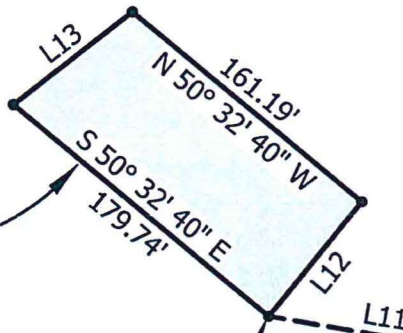
NE CORNER TRACT 1, RS 19-73



AREA 1  
SLOPE AND  
DRAINAGE EASEMENT  
AREA=51,940 SQ. FT. ±  
1.19 ACRES ±

SHER TRUST  
APN 084-030-14  
2016-35637  
TRACT 1 RS 19-73

AREA 2  
SLOPE & DRAINAGE EASEMENT  
AREA=13,637 SQ. FT. ±  
0.31 ACRES ±



POINT OF BEGINNING  
AREA 2

SE CORNER TRACT 1, RS 19-73

- C1 ..... R=70.39' L=13.90' Δ=11° 19' 04"  
CH=S 23° 46' 47" W 13.88'
- L1 ..... S 29° 26' 19" W 40.76'
- L2 ..... S 45° 17' 03" E 57.01'
- L3 ..... S 37° 29' 18" E 134.55'
- L4 ..... N 39° 27' 20" E 76.45'
- L5 ..... N 50° 32' 40" W 126.54'
- L6 ..... S 39° 27' 20" W 46.45'
- L7 ..... N 50° 32' 40" W 80.10'
- L8 ..... N 39° 27' 20" E 88.58'
- L9 ..... N 29° 26' 19" E 50.70'
- L10 ..... N 88° 38' 06" E 21.69'
- L11 ..... N 80° 16' 10" W 116.42'
- L12 ..... N 39° 27' 20" E 80.00'
- L13 ..... S 52° 30' 42" W 82.12'



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: 084-030-014**  
**Seller: Sher**  
**Project #: 77126**

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

Above section for Recorder's use

**GRANT OF AERIAL EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996** hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter called COUNTY, a non-exclusive appurtenant easement in the air rights above and below for an overhead bridge and roadway for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure) for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing, and operating the Structure, together with all abutter's rights of access to and from the Servient Tenement to the Structure over, under, upon, and across a portion of all the Servient Tenement, **Described in Exhibit 'A2' and depicted in Exhibit 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

ALSO, GRANTOR grants to the COUNTY a non-exclusive right of access to the easement for the purpose of inspecting, maintaining, retrofitting and repairing the Structure and for inspecting the uses made of the land under the Structure by way of any roads or passageways as may now or hereafter exist on the Servient Tenement; provided, however, that COUNTY's exercise of the right of access shall not unreasonably interfere with GRANTOR's use of those roads or passageways.

**Reservations of Use**

GRANTOR reserves to itself, as well its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of the Structure as originally constructed, provided, GRANTOR complies with both of the following:

1. The use of that space shall not interfere with the enjoyment, safety and compatibility of the Structure.
2. GRANTOR, its lessees and/or licensees shall first secure any encroachment permits as may be required by law. COUNTY shall not unreasonably withhold the issuance of an encroachment permit for these purposes. Encroachment permits issued to GRANTOR or its subsidiaries or affiliated companies shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by GRANTOR, its

subsidiaries or affiliated companies, those facilities and installations shall be subject to a standard encroachment permit.

GRANTOR reserves to itself, as well its successors and assigns, the general right to use and enjoy the area of land under the Structure that the GRANTOR otherwise has a legal right to in the Servient Tenement. The general right to use and enjoy the land by GRANTOR, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement described herein which would impair the full use and safety of the Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance of the Structure.
2. No use may be made of the area of land within the easement described herein for the manufacture or storage of flammable, volatile, explosive, or corrosive substances, and such substances shall not be brought onto the land except in such quantities as are normally required for the maintenance operations of occupants of the land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the COUNTY as to the safety and compatibility with the easement. COUNTY may approve that use and its discretion, provided that COUNTY shall not exercise that discretion in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of the Structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the Structure described herein. COUNTY shall be given the opportunity to review and approve plans for any construction within the easement area 60 days prior to the construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 15 feet (measured horizontally) of the sides of the Structure without the express written approval of the COUNTY. COUNTY shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

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. 03-5925F15, 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.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY 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

Exhibit D

assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY, its successors and assigns.

COUNTY, 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 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's acquisition.

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

**GRANTOR: Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**

\_\_\_\_\_  
Benjamin D. Sher, Trustee

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

EXHIBIT 'A2'

All that certain real property situate in the North Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document number 2016-35637 filed in the official records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 19 of Surveys, Page 73 in said county more particularly described as follows:

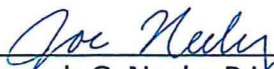
COMMENCING at the Southeast corner of said parcel; thence along the easterly line of said parcel North 5°14'09" West, 143.75 feet; thence leaving said easterly line South 39°27'20" West, 19.92 feet to the POINT OF BEGINNING; thence North 50°32'40" West, 388.00 feet; thence South 39°27'20" West, 60.00 feet; thence South 50°32'40" East, 388.00 feet; thence North 39°27'20" East, 60.00 feet to the POINT OF BEGINNING. Containing 23,280 square feet (0.53 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. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel as an aerial easement for bridge purposes.

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

Dated 9/25/2019

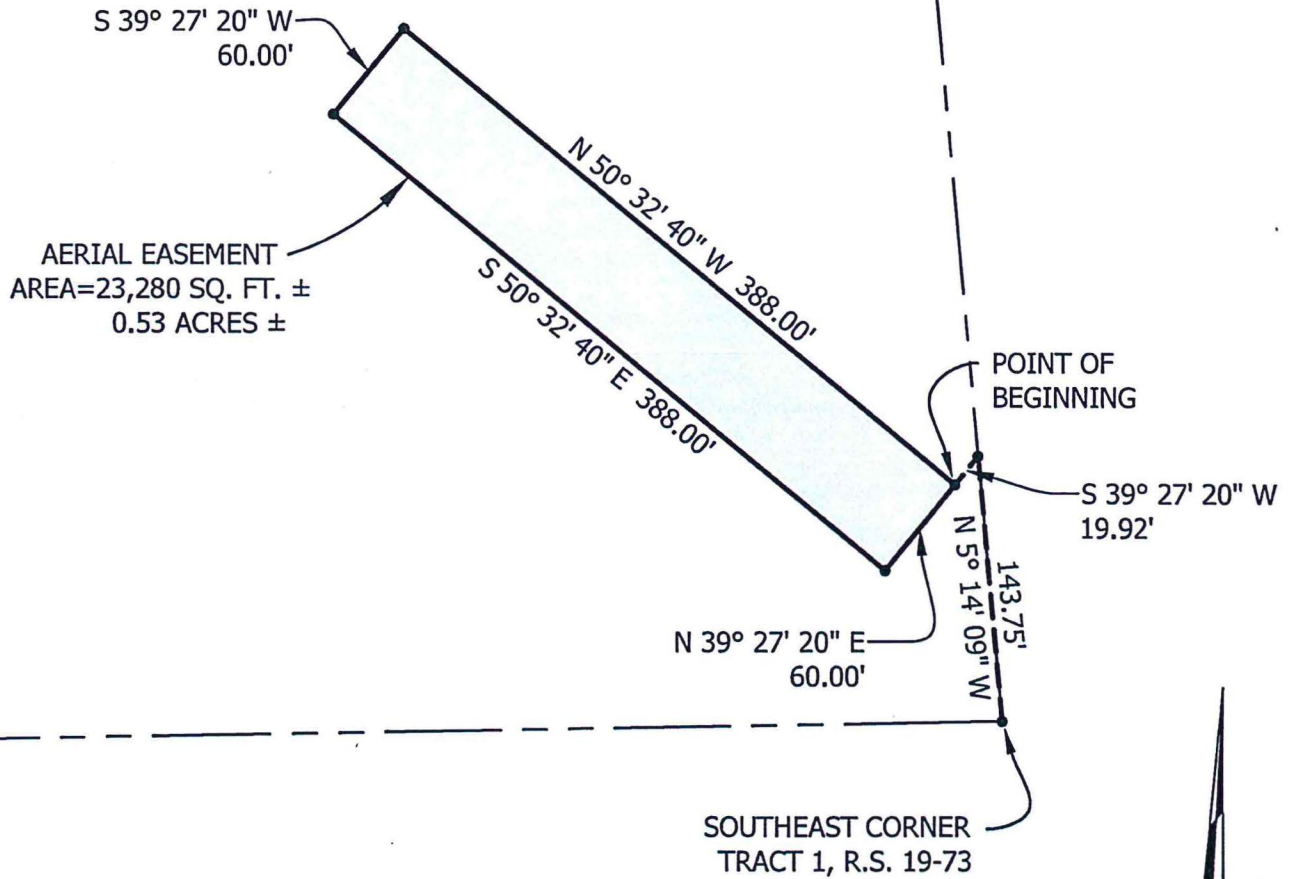




# EXHIBIT 'B2'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.  
County of El Dorado, State of California

SHER TRUST  
APN 084-030-14  
2016-35637  
TRACT 1 RS 19-73



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: 084-030-014****Seller: Sher****Project #: 77126**

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

Above section for Recorder's use

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996,** 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 \$13,128.06 (Thirteen Thousand One Hundred Twenty Eight Dollars AND 06/100) 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 Mosquito Road Bridge Replacement Project CIP No. 77126 (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 agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction.

4. The Temporary Construction Easement is for a period of 6 years from the date of full execution. Construction is anticipated to take 3 years. This easement also includes 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.

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.

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

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

**GRANTOR: Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996**

\_\_\_\_\_  
Benjamin D. Sher, Trustee

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

## EXHIBIT 'A3'

All that certain real property situate in the North Half of the Southwest Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document number 2016-35637 filed in the official records of El Dorado County and as shown as Tract 1 on that certain Record of Survey filed in Book 19 of Surveys, Page 73 in said county more particularly described as follows:

### AREA 1:

COMMENCING at the Northeast corner of said parcel; thence along the northerly line thereof South 88°38'06" West, 734.32 feet to the POINT OF BEGINNING and the beginning of a non-tangent curve concave southwesterly having a radius of 542.00 feet; thence southeasterly along said curve through a central angle of 14°54'04" an arc distance of 140.96 feet, said curve being subtended by a chord which bears South 61°53'20" East, 140.56 feet; thence South 35°33'42" West, 20.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 522.00 feet; thence southeasterly along said curve through a central angle of 3°53'38" an arc distance of 35.48 feet, said curve being subtended by a chord which bears South 52°29'29" East, 35.47 feet; thence South 50°32'40" East, 223.87 feet; thence South 39°27'20" West, 46.45 feet; thence South 50°32'40" East, 126.54 feet; thence North 39°27'20" East, 136.45 feet; thence South 50°32'40" East, 173.18 feet; thence South 52°30'42" West, 143.72 feet; thence North 50°32'40" West, 114.02 feet; thence South 54°31'02" West, 76.74 feet; thence North 52°57'21" West, 253.20 feet; thence North 5°27'36" East, 128.25 feet; thence North 60°00'25" West, 288.56 feet to said northerly line; thence along said northerly line North 88°38'06" East, 102.45 feet to the POINT OF BEGINNING. Containing 67,752 square feet (1.56 acres) more or less.

TOGETHER WITH:

### AREA 2:

BEGINNING at a point on the northerly line of said parcel which bears South 88°38'06" West, 325.25 feet from the Northeast corner thereof; thence from said POINT OF BEGINNING along said northerly line South 88°38'06" West, 171.36 feet; thence leaving said northerly line South 39°27'20" West, 26.49 feet; thence South 50°32'40" East, 138.50 feet; thence North 39°27'20" East, 88.58 feet; thence North 29°26'19" East, 50.70 feet to the POINT OF BEGINNING. Containing 11,700 square feet (0.27 acres) more or less.

TOGETHER WITH:

AREA 3:

BEGINNING at a point on the northerly line of said parcel which bears South 88°38'06" West, 70.49 feet from the Northeast corner thereof; thence from said POINT OF BEGINNING along said northerly line South 88°38'06" West, 233.07 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 70.39 feet; thence leaving said northerly line southwesterly along said curve through a central angle of 11°19'04" an arc distance of 13.90 feet, said curve being subtended by a chord which bears South 23°46'47" West, 13.88 feet; thence South 29°26'19" West, 40.76 feet; thence South 45°17'03" East, 57.01 feet; thence South 68°25'44" East, 221.74 feet; thence North 0°32'00" West, 25.79 feet; thence North 55°40'36" East, 65.11 feet; thence North 20°14'30" West, 120.31 feet to the POINT OF BEGINNING. Containing 33,983 square feet (0.78 acres) more or less.

TOGETHER WITH:

AREA 4:

BEGINNING at a point on the easterly line of said parcel which bears North 5°14'09" West, 143.75 feet from the Southeast corner thereof; thence from said POINT OF BEGINNING along said easterly line North 5°14'09" West, 164.32 feet; thence leaving said easterly line South 52°30'42" West, 201.96 feet; thence South 50°32'40" East, 161.19 feet; thence North 39°27'20" East, 79.92 feet to the POINT OF BEGINNING. Containing 20,474 square feet (0.47 acres) more or less.

TOGETHER WITH:

AREA 5:


BEGINNING at a point on the southerly line of said parcel which bears South 88°58'37" West, 88.92 feet from the Southeast corner thereof; thence from said POINT OF BEGINNING leaving said southerly line North 50°32'40" West, 213.20 feet; thence South 61°40'04" West, 45.83 feet; thence South 50°32'40" East, 180.82 feet to said southerly line; thence along said southerly line North 88°58'37" East, 65.35 feet to the POINT OF BEGINNING. Containing 8,358 square feet (0.19 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. Distances used in the above description are grid distances. Divide distances by 0.999845 to obtain ground distances.

The purpose of the above description is to describe that portion of said parcel a temporary easement for construction purposes.

  
\_\_\_\_\_  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation  
Date 4/27/2020



P.O.B. AREA 1

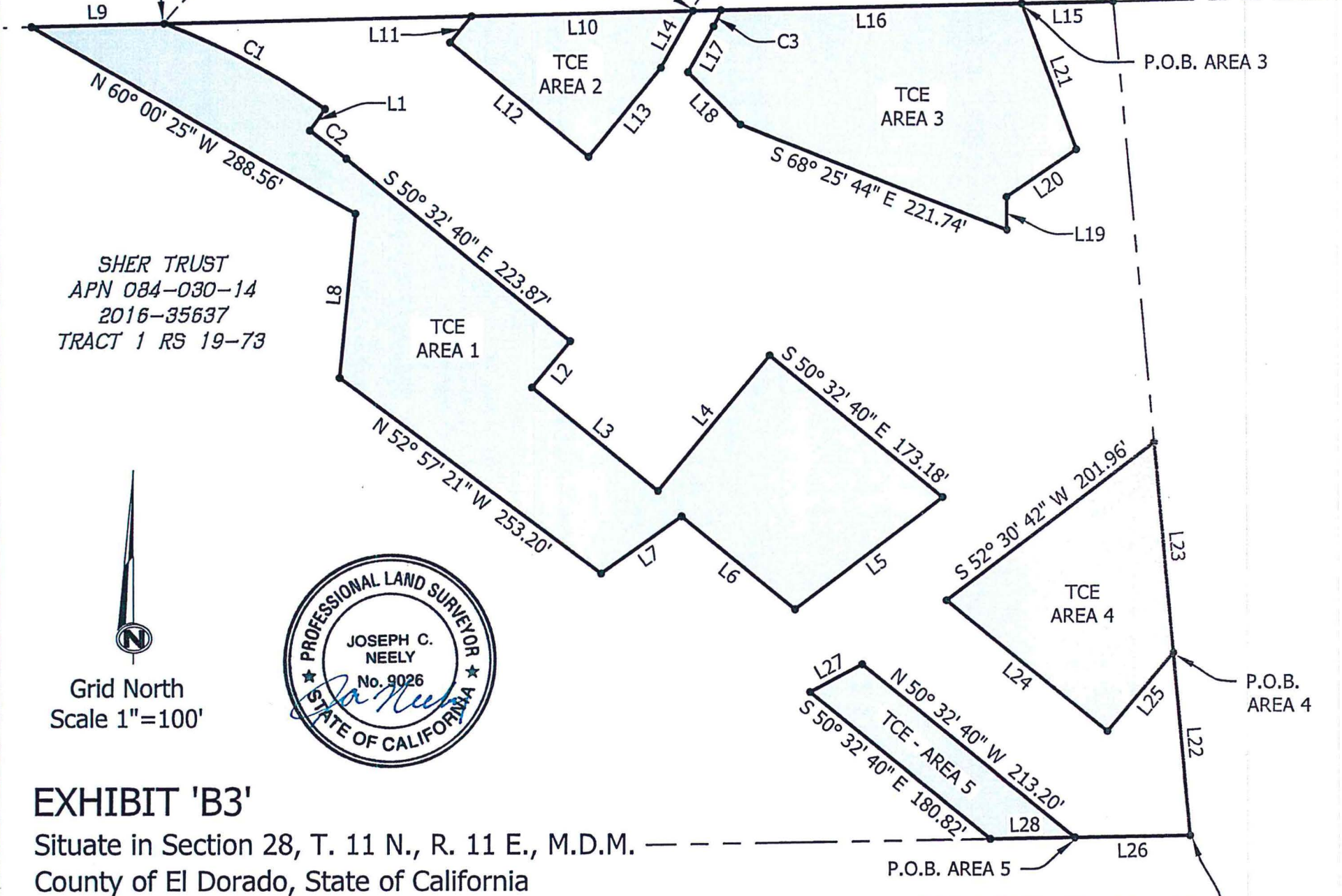
S 88° 38' 06" W 734.32'

S 88° 38' 06" W 325.25'

NE CORNER TRACT 1  
RS 19-73

P.O.B. AREA 2

P.O.B. AREA 3



SHER TRUST  
APN 084-030-14  
2016-35637  
TRACT 1 RS 19-73



Grid North  
Scale 1"=100'



### EXHIBIT 'B3'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.  
County of El Dorado, State of California

SE CORNER TRACT 1, RS 19-73



# EXHIBIT 'B3'

Situate in Section 28, T. 11 N., R. 11 E., M.D.M.  
County of El Dorado, State of California

C1	..... R=542.00' L=140.96' $\Delta$ =14° 54' 04" CH=S 61° 53' 20" E 140.56'	L20	..... N 55° 40' 36" E 65.11'
C2	..... R=522.00' L=35.48' $\Delta$ =3° 53' 38" CH=S 52° 29' 29" E 35.47'	L21	..... N 20° 14' 30" W 120.31'
C3	..... R=70.39' L=13.90' $\Delta$ =11° 19' 04" CH=S 23° 46' 47" W 13.88'	L22	..... N 5° 14' 09" W 143.75'
L1	..... S 35° 33' 42" W 20.00'	L23	..... N 5° 14' 09" W 164.32'
L2	..... S 39° 27' 20" W 46.45'	L24	..... S 50° 32' 40" E 161.19'
L3	..... S 50° 32' 40" E 126.54'	L25	..... N 39° 27' 20" E 79.92'
L4	..... N 39° 27' 20" E 136.45'	L26	..... S 88° 58' 37" W 88.92'
L5	..... S 52° 30' 42" W 143.72'	L27	..... S 61° 40' 04" W 45.83'
L6	..... N 50° 32' 40" W 114.02'	L28	..... N 88° 58' 37" E 65.35'
L7	..... S 54° 31' 02" W 76.74'		
L8	..... N 5° 27' 36" E 128.25'		
L9	..... N 88° 38' 06" E 102.45'		
L10	..... S 88° 38' 06" W 171.36'		
L11	..... S 39° 27' 20" W 26.49'		
L12	..... S 50° 32' 40" E 138.50'		
L13	..... N 39° 27' 20" E 88.58'		
L14	..... N 29° 26' 19" E 50.70'		
L15	..... S 88° 38' 06" W 70.49'		
L16	..... S 88° 38' 06" W 233.07'		
L17	..... S 29° 26' 19" W 40.76'		
L18	..... S 45° 17' 03" E 57.01'		
L19	..... N 0° 32' 00" W 25.79'		

TEMPORARY CONSTRUCTION EASEMENT  
TOTAL AREA = 142,268 SQ. FT.  $\pm$   
(3.27 AC.  $\pm$ )