

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

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

**APN: Por. 077-431-062**  
**Seller: Nagel Trust**  
**Project #:36105030**

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

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Wanda H. Nagel, Trustee of the Wanda H. Nagel 1999 Revocable Trust, under instrument dated January 14, 1999**, (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) in fee for public purposes, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as follows:

**Described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

**Required Federal Habendum Clause**

Grantee will use federal funds for the above acquisition of real property connected to Project [list name of Project]. Grantee has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. Grantee 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. This acquisition is thus subject to the following Standard Title VI Assurances and Non-Discrimination Provisions:

TO HAVE AND TO HOLD said lands and interests therein unto Grantee 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 Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:

- (1) no person will 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 B

- (2) Grantee will 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
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions the U.S. Department of Transportation shall have a right to enter or re-enter said lands and facilities on said land, and the above-described lands and facilities will 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 prior to this deed.

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

**GRANTOR: Wanda H. Nagel, Trustee of the Wanda H. Nagel 1999 Revocable Trust, under instrument dated January 14, 1999**

\_\_\_\_\_  
Wanda H. Nagel, Trustee

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



**EXHIBIT 'A'**

All that certain real property situate in the South One-Half of the Northwest One-Quarter of Section 20, Township 10 North, Range 12 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 of that certain Parcel Map filed in Book 46 of Parcel Maps, Page 128 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 1 ½" Capped Iron Pipe stamped "LS 2725" as shown on the westerly line of Parcel A of said Parcel Map; thence along the westerly line of said Parcel A South 0°28'47" East, 9.76 feet to the northerly line of said Parcel 1; thence along said northerly line the following five (5) courses: 1) North 62°21'08" East, 98.37 feet; 2) North 69°17'06" East, 58.71 feet; 3) North 78°41'23" East, 60.39 feet; 4) North 86°55'28" East, 41.96 feet; 5) South 85°46'52" East, 14.16 feet to the POINT OF BEGINNING; thence leaving said northerly line South 7°00'00" East, 24.51 feet; thence North 83°00'00" East, 76.14 feet to said northerly line; thence along said northerly line the following two (2) courses: 1) North 72°49'02" West, 41.14 feet; 2) North 85°46'52" West, 39.36 feet to the POINT OF BEGINNING. Containing 1,114 square feet (0.03 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 shown are grid distances. Divide distances shown by 0.999832 for ground distances.

The purpose of the above description is to describe that portion of said Parcel 1 as a right of way for road purposes.



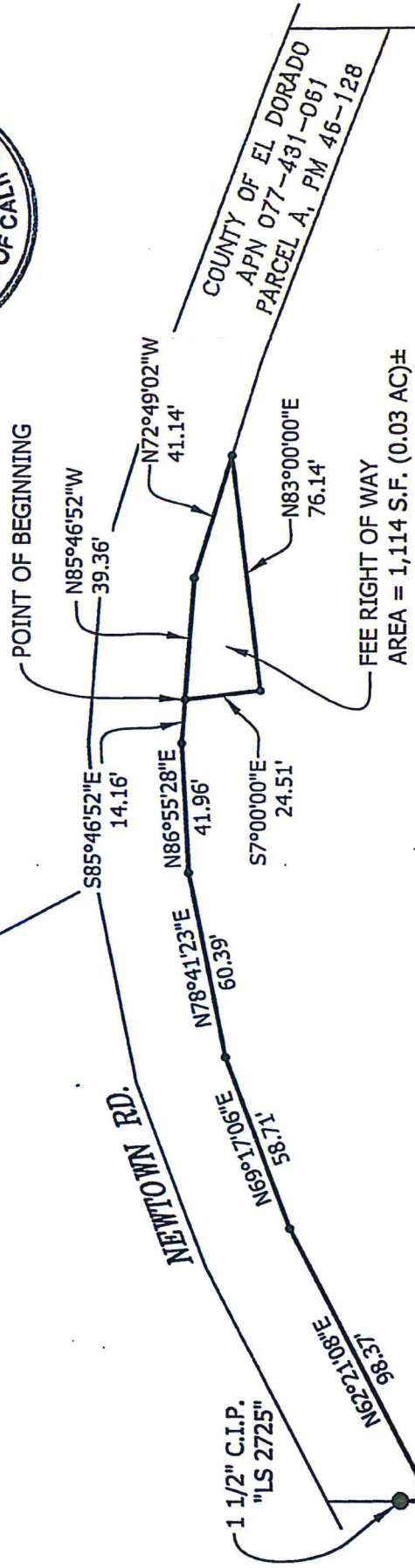
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Date: 3/30/2020

# EXHIBIT 'B'

Situate in the South 1/2 of the Northwest 1/4 of Section 20  
 T. 10 N., R. 12 E., M.D.M.  
 County of El Dorado, State of California



NAGEL TRUST  
 APN 077-431-062  
 PARCEL 1, PM 46-128



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

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

**APN: 077-431-062**  
**Seller: Nagel Trust**  
**Project #: 36105030**

Mail Tax Statements to above.  
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**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Wanda H. Nagel, Trustee of the Wanda H. Nagel 1999 Revocable Trust, under instrument dated January 14, 1999**, (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 slope and drainage easement for construction and maintenance of slope and drainage facilities for public purposes together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as follows:

**Described in Exhibit 'A1' and depicted in Exhibit 'B1' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

**Required Federal Habendum Clause**

Grantee will use federal funds for the above acquisition of the land rights for Project the Newtown Road at South Fork of Weber Creek Bridge Replacement. Grantee 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. This acquisition is thus subject to the following Standard Title VI Assurances and Non-Discrimination Provisions:

TO HAVE AND TO HOLD said lands and interests therein unto Grantee 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 Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that;

Exhibit C

- (1) no person will 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
- (2) Grantee will 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
- (3) 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 enter or re-enter said lands and facilities on said land, and the above-described lands and facilities will 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 prior to this deed.

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

**GRANTOR: Wanda H. Nagel, Trustee of the Wanda H. Nagel 1999 Revocable Trust, under instrument dated January 14, 1999**

\_\_\_\_\_  
Wanda H. Nagel, Trustee

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



EXHIBIT 'A'

All that certain real property situate in the South One-Half of the Northwest One-Quarter of Section 20, Township 10 North, Range 12 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 of that certain Parcel Map filed in Book 46 of Parcel Maps, Page 128 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 1 ½" Capped Iron Pipe stamped "LS 2725" as shown on the westerly line of Parcel A of said Parcel Map; thence along the westerly line of said Parcel A South 0°28'47" East, 9.76 feet to the northerly line of said Parcel 1; thence along said northerly line the following four (4) courses: 1) North 62°21'08" East, 98.37 feet; 2) North 69°17'06" East, 58.71 feet; 3) North 78°41'23" East, 60.39 feet; 4) North 86°55'28" East, 24.48 feet to the POINT OF BEGINNING; thence leaving said northerly line South 7°00'00" East, 38.46 feet; thence North 83°00'00" East, 129.74 feet to said northerly line; thence along said northerly line North 72°49'02" West, 24.41 feet; thence leaving said northerly line South 83°00'00" West, 76.14 feet; thence North 7°00'00" West, 24.51 feet to said northerly line; thence along said northerly line the following two (2) courses: 1) North 85°46'52" West, 14.16 feet; 2) South 86°55'28" West, 17.48 feet to the POINT OF BEGINNING. Containing 2,031 square feet (0.05 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 shown are grid distances. Divide distances shown by 0.999832 for ground distances.

The purpose of the above description is to describe that portion of said Parcel 1 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: 3/30/2020

# EXHIBIT 'B'

Situate in the South 1/2 of the Northwest 1/4 of Section 20  
 T. 10 N., R. 12 E., M.D.M.  
 County of El Dorado, State of California



GRID NORTH  
 SCALE 1"=50'

POINT OF BEGINNING

NEWTOWN RD.

COUNTY OF EL DORADO  
 APN 077-431-061  
 PARCEL A, PM 46-128

SLOPE & DRAINAGE EASEMENT  
 AREA = 2,031 S.F. (0.05 AC)±

NAGEL TRUST  
 APN 077-431-062  
 PARCEL 1, PM 46-128

- L1 ..... N 86° 55' 28" E 24.48'
- L2 ..... S 7° 00' 00" E 38.46'
- L3 ..... N 83° 00' 00" E 129.74'
- L4 ..... N 72° 49' 02" W 24.41'
- L5 ..... S 83° 00' 00" W 76.14'
- L6 ..... N 7° 00' 00" W 24.51'
- L7 ..... N 85° 46' 52" W 14.16'
- L8 ..... S 86° 55' 28" W 17.48'

1 1/2" C.I.P.  
 "LS 2725"  
 N62°21'08"E  
 98.37'  
 S0°28'47"E  
 9.76'



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

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**APN: 077-431-062**  
**Seller: Nagel Trust**  
**Project #: 36105030**

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**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**Wanda H. Nagel, Trustee of the Wanda H. Nagel 1999 Revocable Trust, under instrument dated January 14, 1999, 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 for public purposes 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 follows:**

**DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

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

1. In consideration of \$1,708.86 (One thousand seven hundred and eight dollars AND 86/100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Newtown Road at South Fork of Weber Creek Bridge Replacement Project CIP # 36105030 (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.
4. The Temporary Construction Easement is for a period of 36 months from the date of full execution. Construction is anticipated to take 6 months.

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.

#### **Required Federal Habendum Clause**

Grantee will use federal/state/local funds for the above acquisition of the land rights for Project the Newtown Road at South Fork of Weber Creek Bridge Replacement. Grantee has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. Grantee 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. This acquisition is thus subject to the following Standard Title VI Assurances and Non-Discrimination Provisions:

TO HAVE AND TO HOLD said lands and interests therein unto Grantee 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 Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns that:

- (1) no person will 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
- (2) Grantee will 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
- (3) 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 enter or re-enter said lands and facilities on said land, and the above-described lands and facilities will 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 prior to this deed.



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

**GRANTOR: Wanda H. Nagel, Trustee of the Wanda H. Nagel 1999 Revocable Trust, under instrument dated January 14, 1999**

\_\_\_\_\_  
Wanda H. Nagel, Trustee

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



**EXHIBIT 'A'**

All that certain real property situate in the South One-Half of the Northwest One-Quarter of Section 20, Township 10 North, Range 12 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 of that certain Parcel Map filed in Book 46 of Parcel Maps, Page 128 in the official records of El Dorado County more particularly described as follows:

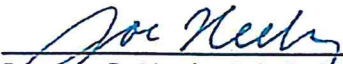
COMMENCING at a 1 ½" Capped Iron Pipe stamped "LS 2725" as shown on the westerly line of Parcel A of said Parcel Map; thence along the westerly line of said Parcel A South 0°28'47" East, 9.76 feet to the northerly line of said Parcel 1; thence along said northerly line the following two (2) courses: 1) North 62°21'08" East, 98.37 feet; 2) North 69°17'06" East, 25.73 feet to the POINT OF BEGINNING; thence leaving said northerly line South 76°28'09" East, 22.77 feet; thence South 64°00'24" East, 26.22 feet; thence South 48°24'25" East, 77.37 feet; thence North 71°23'38" East, 34.22 feet; thence North 34°58'11" East, 42.73 feet; thence North 60°39'46" East, 23.03 feet; thence North 86°59'15" East, 44.49 feet; thence South 77°40'45" East, 31.55 feet; thence North 84°02'45" East, 31.80 feet to said northerly line; thence along said northerly line the following two (2) courses: 1) North 69°16'37" West, 35.64 feet; 2) North 72°49'02" West, 6.43 feet; thence leaving said northerly line South 83°00'00" West, 129.74 feet; thence North 7°00'00" West, 38.46 feet to said northerly line; thence along said northerly line the following three (3) courses: 1) South 86°55'28" West, 24.48 feet; 2) South 78°41'23" West, 60.39 feet; 3) South 69°17'06" West, 32.97 feet to the POINT OF BEGINNING. Containing 8,312 square feet (0.19 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 shown are grid distances. Divide distances shown by 0.999832 for ground distances.

The purpose of the above description is to describe that portion of said Parcel 1 as a temporary easement for construction purposes.

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



Date: 3/30/2020

# EXHIBIT 'B'

Situate in the South 1/2 of the Northwest 1/4 of Section 20  
 T. 10 N., R. 12 E., M.D.M.  
 County of El Dorado, State of California



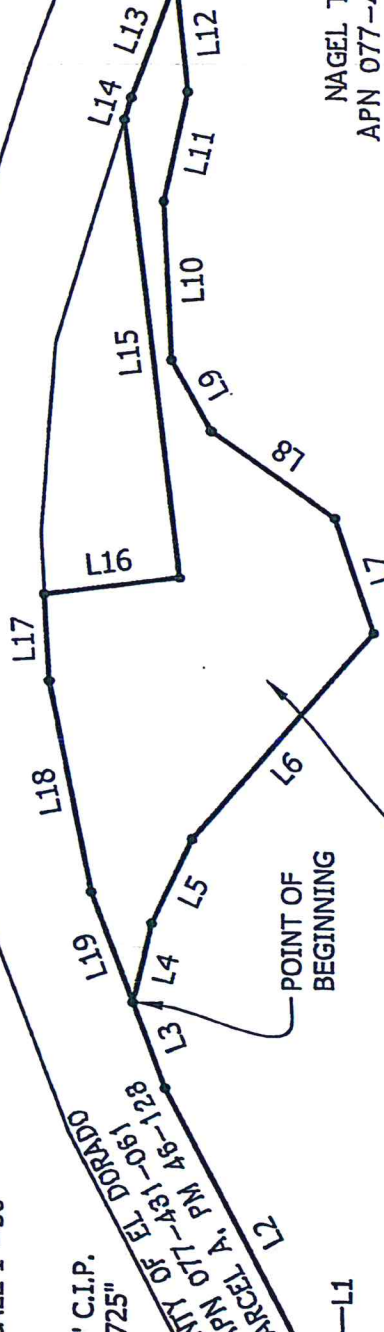
GRID NORTH  
 SCALE 1"=50'

NEWTOWN RD.

1 1/2" C.I.P.  
 "LS 2725"

COUNTY OF EL DORADO  
 APN 077-431-061  
 PARCEL 4, PM 46-128

NAGEL TRUST  
 APN 077-431-062  
 PARCEL 1, PM 46-128



L1	.....	S 0° 28' 47" E 9.76'	L8	.....	N 34° 58' 11" E 42.73'	L15	.....	S 83° 00' 00" W 129.74'
L2	.....	N 62° 21' 08" E 98.37'	L9	.....	N 60° 39' 46" E 23.03'	L16	.....	N 7° 00' 00" W 38.46'
L3	.....	N 69° 17' 06" E 25.73'	L10	.....	N 86° 59' 15" E 44.49'	L17	.....	S 86° 55' 28" W 24.48'
L4	.....	S 76° 28' 09" E 22.77'	L11	.....	S 77° 40' 45" E 31.55'	L18	.....	S 78° 41' 23" W 60.39'
L5	.....	S 64° 00' 24" E 26.22'	L12	.....	N 84° 02' 45" E 31.80'	L19	.....	S 69° 17' 06" W 32.97'
L6	.....	S 48° 24' 25" E 77.37'	L13	.....	N 69° 16' 37" W 35.64'			
L7	.....	N 71° 23' 38" E 34.22'	L14	.....	N 72° 49' 02" W 6.43'			