

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

## 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 **MICHAEL HAWES, AN UNMARRIED MAN**, referred to herein as (“Seller”), with reference to the following facts:

### RECITALS

- A. Seller owns 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 Road and Public Utilities Easement, as described and depicted in Exhibit B, and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit C, and the exhibits thereto, which are attached hereto and referred to hereinafter as “the Easements”, 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

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

Seller Initials 

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

**2. JUST COMPENSATION**

The just compensation for the Easements is in the amount of \$1,286.00 rounded to \$1,300.00 (One Thousand Three Hundred Dollars, exactly) which represents the total amount of compensation to Seller.


**3. ESCROW**

The acquisition of the Easements shall be consummated by means of Escrow No. 205-15202 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 Easements. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than **December 31, 2014**, 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

Seller Initials 

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for their intended purpose, as outlined herein.

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

Seller acknowledges 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 Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easements being conveyed by Seller, and as shown in Exhibit B 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.

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

- B. Seller has no knowledge of any pending litigation involving the Property, with the exception only of Dissolution of Marriage proceedings, if any.
- 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

**8. 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 Easements 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 Salmon Falls Road South of Glenesk Lane Realignment Project #73362 (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 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.

**9. 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 Easements 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.

Seller Initials 

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

**10. 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.

**11. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Easements, 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Easements prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Easements.
- C. Escrow Holder shall:
  - (i) Record the Easements described and depicted in Exhibit B and C, and the exhibits thereto, together with County's Certificates of Acceptance.
  - (ii) Deliver the just compensation to Seller.

Seller Initials 

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

**13. 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.

**14. 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.

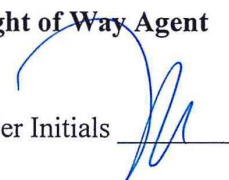
**15. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER:** Michael Hawes  
5718 Avenida Robles  
Granite Bay, CA 95746

**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, Community Development Agency  
Transportation Division - Jeannette Lyon, Associate Right of Way Agent  
2850 Fairlane Court  
Placerville, CA 95667



Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

Seller Initials 

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

**21. 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.

**22. CONSTRUCTION CONTRACT WORK**

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

- A. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material similar to existing posts which are currently Galvanized Water Pipe 2" Schedule 40 starting at approximately Station 14+15 and ending at approximately Station 15+00. During construction, where applicable and as necessary, temporary fencing will be provided.
- B. County or County's contractor or authorized agent will remove any trees, tree limbs, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed.
- C. County will include a provision in their construction contract documents to require Seller to be listed as additional insured by County's Contractor or authorized agent during performance of construction contract work.
- D. County or County's Contractor or authorized agent will reconstruct the driveway in as good a condition as found from the Station 10 + 00 on Salmon Falls Road to Station 10 + 60 on Glenesk Lane and after construction will leave the driveway in as good or better condition as currently exists.



Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

- E. County has included a provision in their construction contract documents to require County's Contractor or authorized agent to perform Controlled Blasting in accordance with the Initial Study/Mitigated Negative Declaration for the Salmon Falls Road South of Glenesk Lane Realignment CEQA Report (CEQA Report).

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. Seller understands and agrees that after completion of the work described above, said driveway and fencing will be Seller's responsibility for maintenance and repair.

**23. 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 104-080-42) where necessary to perform the replacement and/or reconstruction as described in Section 22 of this Agreement.

**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

Seller: HAWES  
APN: 104-080-42  
Project # 73362  
Escrow #: 205-15202

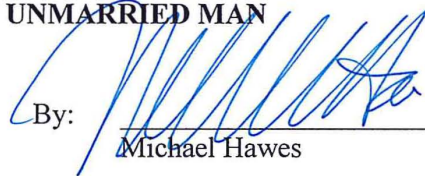
be binding unless executed in writing by the party to be bound thereby.

**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.

**SELLER: MICHAEL HAWES, AN UNMARRIED MAN**

Date: 11/2/14

By:   
\_\_\_\_\_  
Michael Hawes

**COUNTY OF EL DORADO:**

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


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

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Seller Initials  \_\_\_\_\_

Order No. 205-15202  
UPDATE  
Version 7

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:

TRACT B, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON MARCH 20, 1984, IN BOOK 12 OF RECORD OF SURVEYS, AT PAGE 85.

A.P.N. 104-080-42-100

EXHIBIT B

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN 104-080-42  
MICHAEL HAWES

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

Above section for Recorder's use

**GRANT OF ROAD AND PUBLIC UTILITIES EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MICHAEL HAWES, AN UNMARRIED MAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road and public utilities easement, over, under, upon, and across a portion of all that certain real property situated 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 road and public utility easement shall include rights of way for road, drainage, slope, water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electrical, 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 and restrictions and reservations herein contained as follows, which shall 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 the land for itself, successors and assigns, that

EXHIBIT B

- (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 US 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.

**GRANTOR: MICHAEL HAWES, AN UNMARRIED MAN**

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael Hawes

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

## Exhibit 'A'


All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract B of that particular Record of Survey filed in Book 12 of Surveys at Page 85, official records said county and state being more particularly described as follows:

Beginning in the southwesterly line of said Tract B from which the southeasterly corner thereof bears South 42° 30' 07" East 1648.58 feet; thence from said POINT OF BEGINNING along said southwesterly line North 42° 30' 07" West 6.37 feet; thence North 27° 36' 58" West 64.51 feet; thence North 42° 03' 18" West 22.16 feet; thence leaving said line North 07° 22' 47" East 71.04 feet; thence North 10° 40' 19" East 70.47 feet; thence South 73° 24' 48" East 30.66 feet to the northeasterly line of said Tract B; thence along said line South 17° 57' 07" West 40.21 feet; thence South 01° 18' 53" East 60.49 feet; thence South 89° 41' 33" East 16.37 feet; thence leaving said line South 04° 04' 12" West 110.73 feet to the POINT OF BEGINNING, containing 6873 square feet or 0.16 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract as an easement for road and public utilities purposes.



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

Dated: 02.11.2013



# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
Township 11 North, Range 9 East, M.D.M.  
El Dorado County State of California

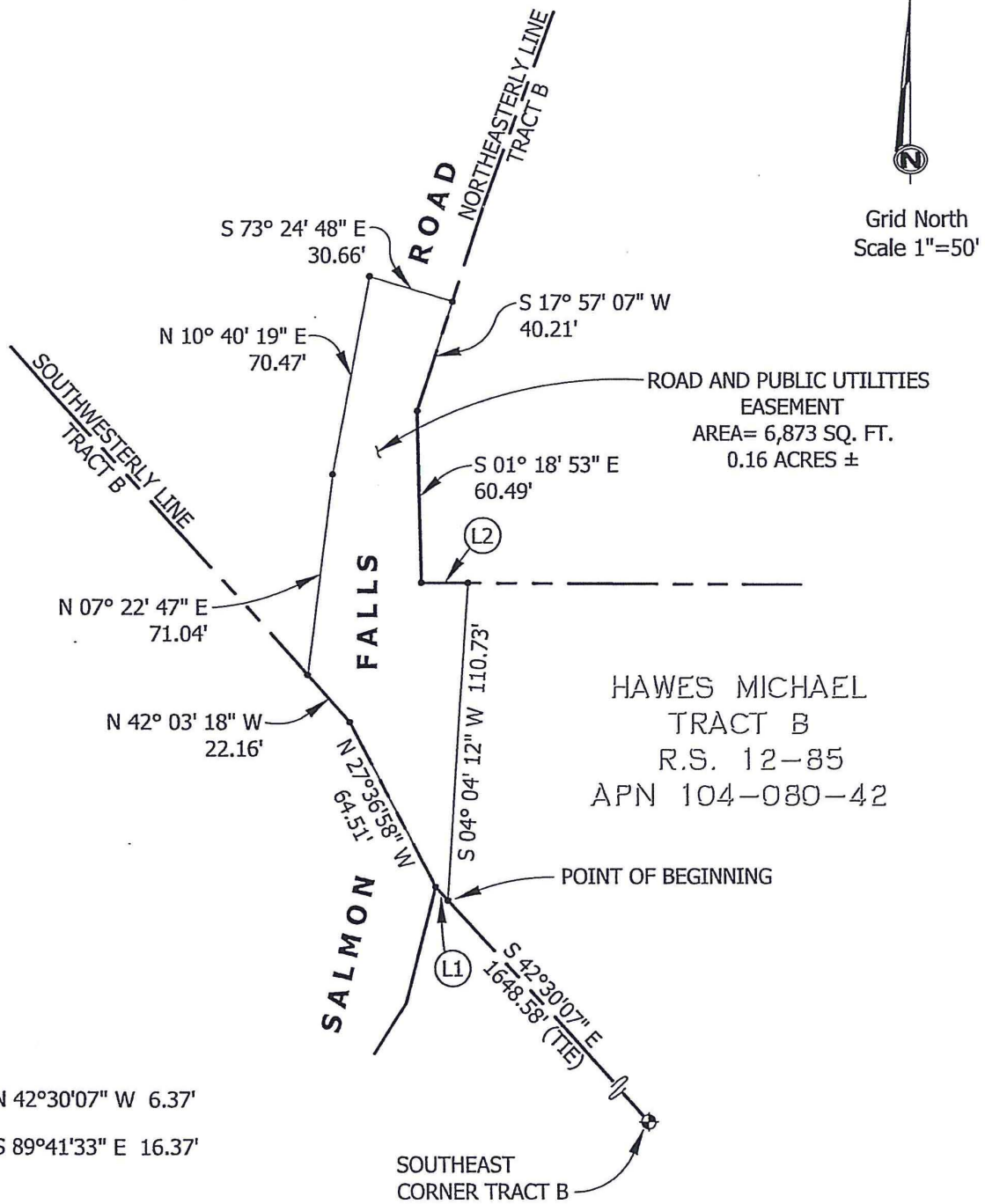


Exhibit C

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

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

APN: 104-080-42  
MICHAEL HAWES

---

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**MICHAEL HAWES, AN UNMARRIED MAN**, hereinafter referred to as "Grantor," grant 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 A and B attached hereto and made a part hereof.**

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

1. In consideration of **\$105.00 (One Hundred Five Dollars, exactly)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that he is 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 **Salmon Falls Road at Glenesk Lane Realignment Project #73362 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year



Exhibit C

warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 4 (four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$26.25 (Twenty Six Dollars and Twenty-Five Cents)** monthly will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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. 03-5925R, 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

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

Exhibit C

(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.

**GRANTOR: MICHAEL HAWES, AN UNMARRIED MAN**

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael Hawes

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

## Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract B of that particular Record of Survey filed in Book 12 of Surveys at Page 85, official records said county and state being more particularly described as follows:

### Tract 1:

Beginning in the southwesterly line of said Tract B from which the southeast corner thereof bears along said line the following three (3) courses; 1) South 42° 03' 18" East 22.16 feet, 2) South 27° 36' 58" East 64.51 feet and 3) South 42° 30' 07" East 1654.96 feet; thence from said POINT OF BEGINNING along said line North 42° 03' 18" West 10.23 feet; thence leaving said line North 05° 24' 26" East 64.71 feet, thence North 10° 40' 19" East 71.79 feet; thence South 73° 24' 48" East 10.05 feet; thence South 10° 40' 19" West 70.47 feet; thence South 07° 22' 47" West 71.04 feet to the POINT OF BEGINNING, containing 1310 square feet or 0.03 acres more or less.

### Together with:

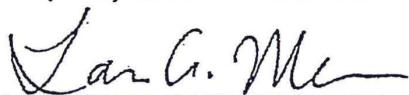
### Tract 2:

Beginning in the southwesterly line of said Tract B from which the southeast corner thereof bears South 42° 30' 07" East 1625.28 feet; thence from said POINT OF BEGINNING along said line North 42° 30' 07" West 23.30 feet; thence leaving said line North 04° 04' 12" East 110.73 feet to northeasterly line of said Tract B; thence leaving said line South 11° 49' 28" East 40.82 feet; thence South 02° 19' 10" East 49.14 feet; thence South 03° 39' 57" West 38.64 feet to the POINT OF BEGINNING, containing 1412 square feet or 0.03 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe those portions of said Tract as a temporary easement for construction purposes.



Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor, Transportation Division  
El Dorado County  
Dated: 02.11.2013



1 of 1

# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
 Township 11 North, Range 9 East, M.D.M.  
 El Dorado County State of California

HAWES MICHAEL  
 TRACT B  
 RS 12-85  
 APN 104-080-42

TRACT 1  
 TEMPORARY CONSTRUCTION  
 EASEMENT  
 AREA= 12,701 SQ. FT.  
 0.29 ACRES ±

N 10° 40' 19" E 71.79'

N 5° 24' 26" E 64.71'

TRACT 1  
 POINT OF BEGINNING

S 42° 03' 18" E  
 22.16' (TIE)

S 27° 36' 58" E  
 64.51' (TIE)

SALMON FALLS  
 ROAD

S 46° 14' 51" E  
 4.75'

S 52° 29' 24" E  
 30.17'

N 21° 10' 49" E 320.37'

S 20° 04' 30" W 271.29'

TRACT 2  
 TEMPORARY CONSTRUCTION  
 EASEMENT  
 AREA= 1,412 SQ. FT.  
 0.03 ACRES ±

TRACT 2  
 POINT OF BEGINNING

HAWES MICHAEL  
 TRACT B  
 RS 12-85  
 APN 104-080-42

SOUTHEAST  
 CORNER  
 TRACT B

- (L1) S 42°30'07" E 1654.96'
- (L2) N 42°03'18" W 10.23'
- (L3) S 17° 57' 07" W 35.63'
- (L4) N 73° 24' 48" W 30.66'
- (L5) S 10° 40' 19" W 70.47'
- (L6) S 7° 22' 47" W 71.04'
- (L7) S 42°30'07" E 1625.28'
- (L8) N 42°30'07" W 23.30'
- (L9) N 04°04'12" E 110.73'
- (L10) S 11°49'28" E 40.82'
- (L11) S 02°19'10" E 49.14'
- (L12) S 03° 39' 57" W 38.64'



Grid North  
 Scale 1"=50'

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Placer

On November 7, 14 before me, Jeannette Lyon, Notary Public,

personally appeared Michael Hawes



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person ~~is~~ whose name ~~is~~ ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies); and that by ~~his~~ ~~her~~ ~~their~~ signature ~~s~~ on the instrument the person ~~is~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Easement Acquisition Document Date: 11/7/2014

Number of Pages: 20 Signer(s) Other Than Named Above: —

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael Hawes  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: Self

Signer Is Representing: \_\_\_\_\_

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

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

APN 104-080-42  
MICHAEL HAWES

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

Above section for Recorder's use

**GRANT OF ROAD AND PUBLIC UTILITIES EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **MICHAEL HAWES, AN UNMARRIED MAN**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road and public utilities easement, over, under, upon, and across a portion of all that certain real property situated 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.**

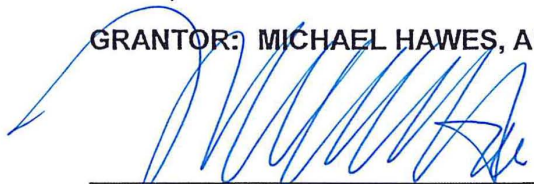
Said road and public utility easement shall include rights of way for road, drainage, slope, water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electrical, telephone and television cable services, with the right to trim and remove trees, tree limbs, 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 and restrictions and reservations herein contained as follows, which shall 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 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 US 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.

**GRANTOR: MICHAEL HAWES, AN UNMARRIED MAN**

  
\_\_\_\_\_  
Michael Hawes

Date: 11/2/14

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

## Exhibit 'A'

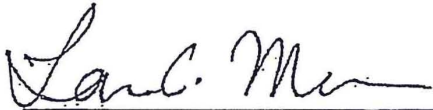
All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract B of that particular Record of Survey filed in Book 12 of Surveys at Page 85, official records said county and state being more particularly described as follows:

Beginning in the southwesterly line of said Tract B from which the southeasterly corner thereof bears South 42° 30' 07" East 1648.58 feet; thence from said POINT OF BEGINNING along said southwesterly line North 42° 30' 07" West 6.37 feet; thence North 27° 36' 58" West 64.51 feet; thence North 42° 03' 18" West 22.16 feet; thence leaving said line North 07° 22' 47" East 71.04 feet; thence North 10° 40' 19" East 70.47 feet; thence South 73° 24' 48" East 30.66 feet to the northeasterly line of said Tract B; thence along said line South 17° 57' 07" West 40.21 feet; thence South 01° 18' 53" East 60.49 feet; thence South 89° 41' 33" East 16.37 feet; thence leaving said line South 04° 04' 12" West 110.73 feet to the POINT OF BEGINNING, containing 6873 square feet or 0.16 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe that portion of said Tract as an easement for road and public utilities purposes.



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

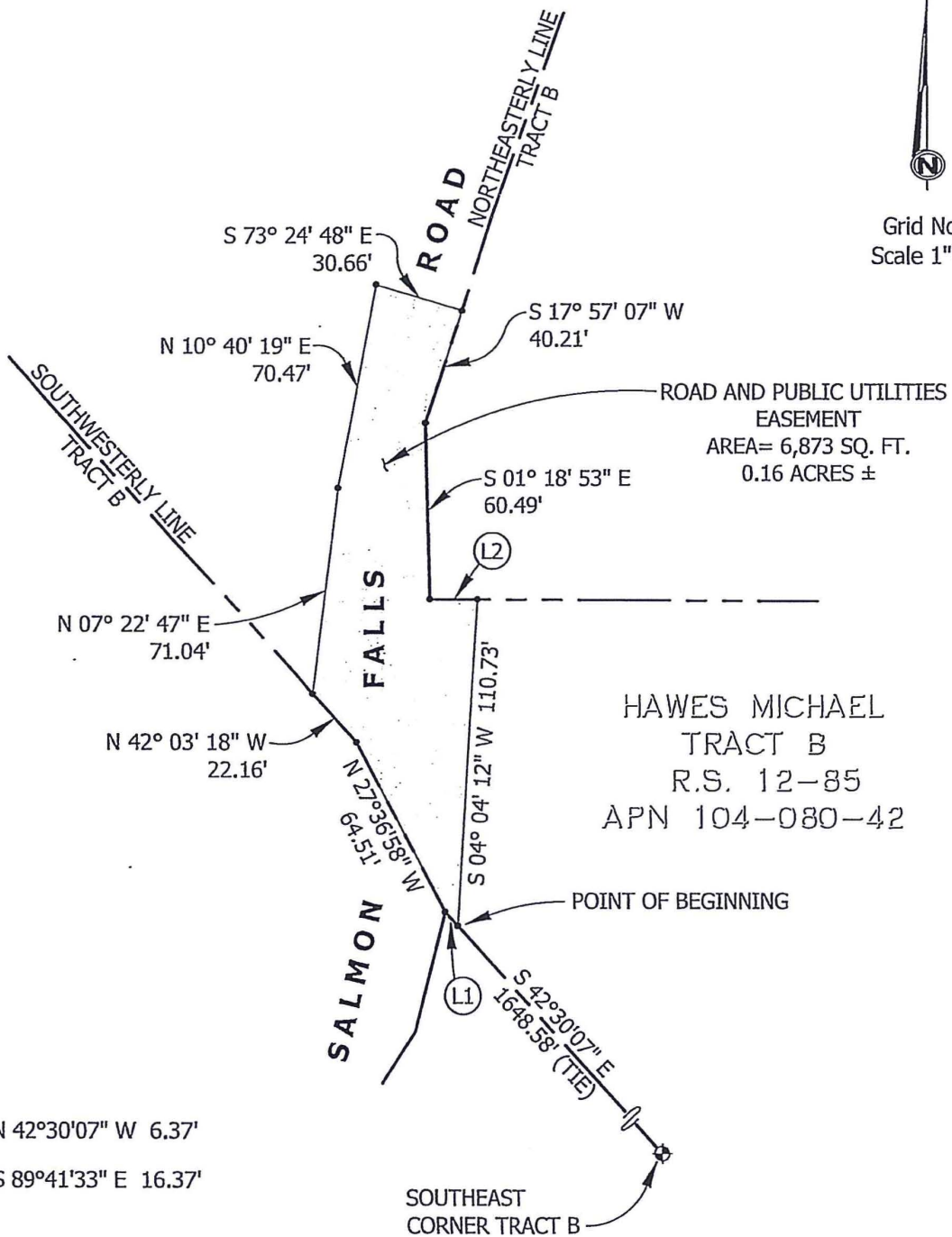
Dated: 02.11.2017





# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
 Township 11 North, Range 9 East, M.D.M.  
 El Dorado County State of California



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Placer

On Nov. 7, 2014 before me, Jeannette Lyon, Notary Public  
Date Name and Title of the Officer

personally appeared Michael Hawes  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~s~~ on the instrument the person~~s~~ or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant of Road & Public Utility Easement Document Date: 11/7/14

Number of Pages: 4 Signer(s) Other Than Named Above: inc. exhibits

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael Hawes

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: self

Signer Is Representing: \_\_\_\_\_

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

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

APN: 104-080-42  
MICHAEL HAWES

\_\_\_\_\_  
Above section for Recorder's use

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant of Road and Public Utilities Easement dated \_\_\_\_\_, 2014 from **MICHAEL HAWES, AN UNMARRIED MAN**, to the **County of El Dorado, a political subdivision of the State of California**, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Chairman of the Board  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

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

APN: 104-080-42  
MICHAEL HAWES

---

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**MICHAEL HAWES, AN UNMARRIED MAN**, hereinafter referred to as "Grantor," grant 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 A and B attached hereto and made a part hereof.**

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

1. In consideration of **\$105.00 (One Hundred Five Dollars, exactly)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that he is 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 **Salmon Falls Road at Glenesk Lane Realignment Project #73362 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 4 (four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$26.25 (Twenty Six Dollars and Twenty-Five Cents)** monthly will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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. 03-5925R, 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

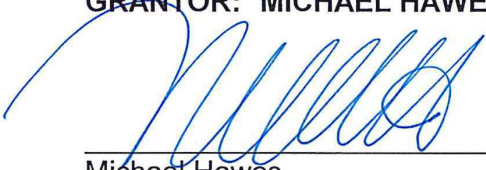
TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are 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.

**GRANTOR: MICHAEL HAWES, AN UNMARRIED MAN**



\_\_\_\_\_  
Michael Hawes

Date: 11/2/14

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

## Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract B of that particular Record of Survey filed in Book 12 of Surveys at Page 85, official records said county and state being more particularly described as follows:

### Tract 1:

Beginning in the southwesterly line of said Tract B from which the southeast corner thereof bears along said line the following three (3) courses; 1) South  $42^{\circ} 03' 18''$  East 22.16 feet, 2) South  $27^{\circ} 36' 58''$  East 64.51 feet and 3) South  $42^{\circ} 30' 07''$  East 1654.96 feet; thence from said POINT OF BEGINNING along said line North  $42^{\circ} 03' 18''$  West 10.23 feet; thence leaving said line North  $05^{\circ} 24' 26''$  East 64.71 feet; thence North  $10^{\circ} 40' 19''$  East 71.79 feet; thence South  $73^{\circ} 24' 48''$  East 10.05 feet; thence South  $10^{\circ} 40' 19''$  West 70.47 feet; thence South  $07^{\circ} 22' 47''$  West 71.04 feet to the POINT OF BEGINNING, containing 1310 square feet or 0.03 acres more or less.

### Together with:

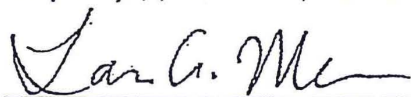
### Tract 2:

Beginning in the southwesterly line of said Tract B from which the southeast corner thereof bears South  $42^{\circ} 30' 07''$  East 1625.28 feet; thence from said POINT OF BEGINNING along said line North  $42^{\circ} 30' 07''$  West 23.30 feet; thence leaving said line North  $04^{\circ} 04' 12''$  East 110.73 feet to northeasterly line of said Tract B; thence leaving said line South  $11^{\circ} 49' 28''$  East 40.82 feet; thence South  $02^{\circ} 19' 10''$  East 49.14 feet; thence South  $03^{\circ} 39' 57''$  West 38.64 feet to the POINT OF BEGINNING, containing 1412 square feet or 0.03 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe those portions of said Tract as a temporary easement for construction purposes.



Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor, Transportation Division  
El Dorado County  
Dated: 02.11.2013



1 of 1

# EXHIBIT 'B'

Situate in the West One-Half of Section 19,  
 Township 11 North, Range 9 East, M.D.M.  
 El Dorado County State of California

HAWES MICHAEL  
 TRACT B  
 RS 12-85  
 APN 104-080-42

TRACT 1  
 TEMPORARY CONSTRUCTION  
 EASEMENT  
 AREA= 12,701 SQ. FT.  
 0.29 ACRES ±

TRACT 2  
 TEMPORARY CONSTRUCTION  
 EASEMENT  
 AREA= 1,412 SQ. FT.  
 0.03 ACRES ±

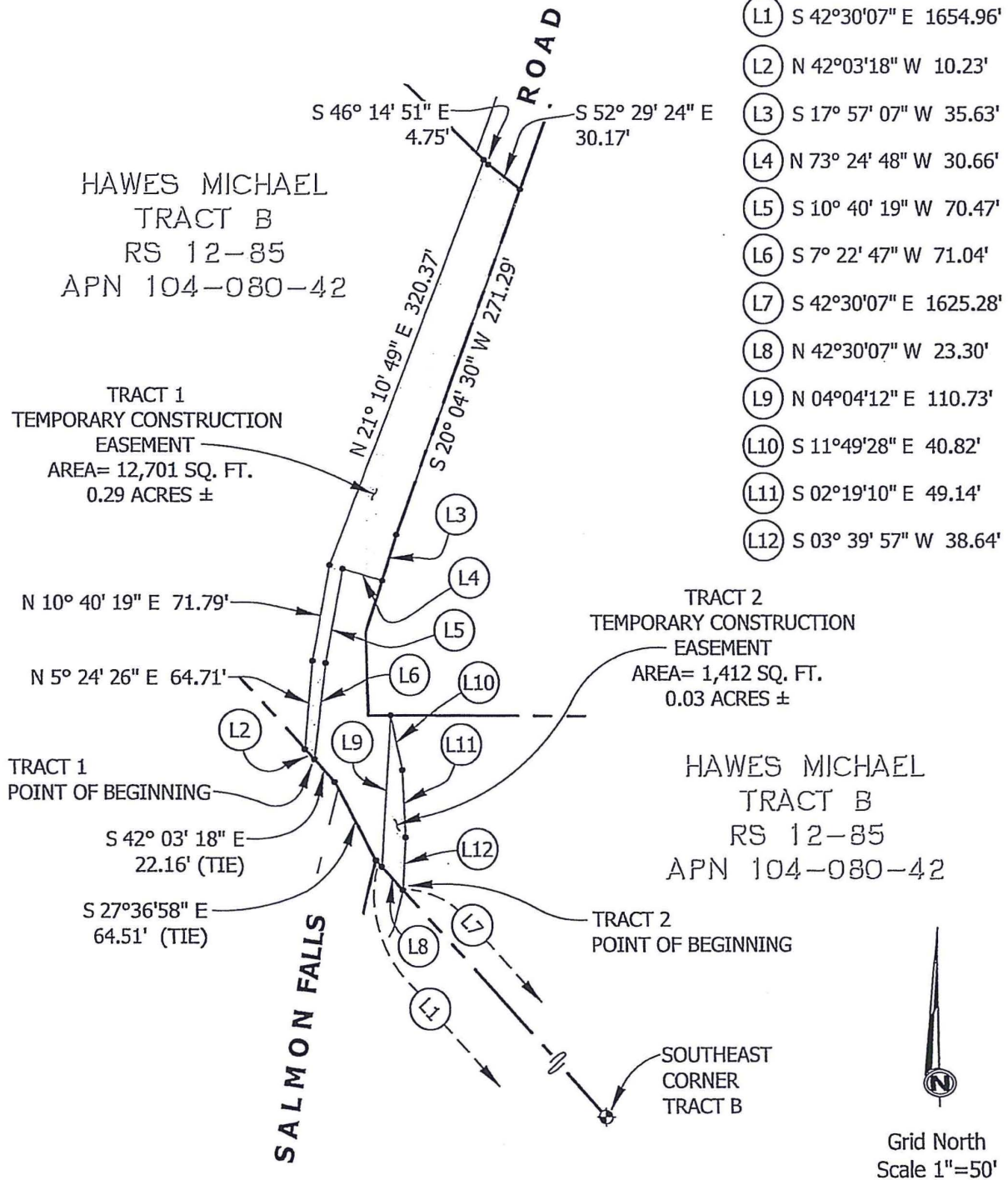
TRACT 1  
 POINT OF BEGINNING

HAWES MICHAEL  
 TRACT B  
 RS 12-85  
 APN 104-080-42

TRACT 2  
 POINT OF BEGINNING

SOUTHEAST  
 CORNER  
 TRACT B

- (L1) S 42°30'07" E 1654.96'
- (L2) N 42°03'18" W 10.23'
- (L3) S 17° 57' 07" W 35.63'
- (L4) N 73° 24' 48" W 30.66'
- (L5) S 10° 40' 19" W 70.47'
- (L6) S 7° 22' 47" W 71.04'
- (L7) S 42°30'07" E 1625.28'
- (L8) N 42°30'07" W 23.30'
- (L9) N 04°04'12" E 110.73'
- (L10) S 11°49'28" E 40.82'
- (L11) S 02°19'10" E 49.14'
- (L12) S 03° 39' 57" W 38.64'





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California }  
County of Placer }  
On Nov. 7, 2014 before me, Jeannette Lyon, Notary Public,  
Date Name and Title of the Officer  
personally appeared Michael Hawes  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity~~(ies)~~, and that by his ~~her/their~~ signature~~(s)~~ on the instrument the person~~s~~ or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Grant of Temporary Construction Easement Document Date: 11/7/2014  
Number of Pages: 5 Signer(s) Other Than Named Above: —

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael Hawes Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: inc. exhibits  Other: \_\_\_\_\_

Signer Is Representing: self Signer Is Representing: \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

APN: 104-080-42  
MICHAEL HAWES

Above section for Recorder's use

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated \_\_\_\_\_, 2014 from **MICHAEL HAWES, AN UNMARRIED MAN**, to the **County of El Dorado, a political subdivision of the State of California**, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

### COUNTY OF EL DORADO

By: \_\_\_\_\_  
Chairman of the Board  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk