

ORIGINAL

Sellers: Fausel
APN: 099-010-023, -24
and 046-022-001
Project#: 77135
Escrow#: P-345715,
P-345538 & P-345745

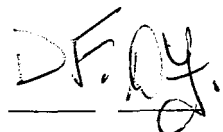
EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and David W. Fausel and Deanna M. Fausel as Trustees Under Declaration of Trust dated February 24, 1997 referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in an unincorporated area of 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 Permanent Roadway Easements, as described and depicted in Exhibits B and G and the exhibits thereto; Permanent Slope and Drainage Easements, as described and depicted in Exhibits C and H, and the exhibits thereto; Permanent Public Utility Easements (waterline), as described and depicted in Exhibits D and J, and the exhibits thereto; a Permanent Public Utility Easement (AT&T line), as described and depicted in Exhibits E and K, and the exhibits thereto and Temporary Construction Easements as described and depicted in Exhibits F and I, and the exhibits thereto, all of 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:



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AGREEMENT

1. ACQUISITION

Sellers hereby agree to sell to County, and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Easements, as described and depicted in the attached Exhibits B, C, D, E, F, G, H, I, J and K, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easement is for a period of 24 months from the date of full execution of this Agreement. Construction is anticipated to take 12 months.

2. JUST COMPENSATION

The just compensation for the Easements is in the amount of \$9,968.51 for the Roadway Easements; \$7,301.68 for the Slope and Drainage Easements; \$171.58 for the Public Utility Easements (waterline); \$84.00 for the Public Utility Easement (AT&T) and \$5,097.22 for the Temporary Construction Easements. In addition, \$8,500 to be paid for loss of trees and a small shed for a total of \$31,122.69, rounded to \$31,200.00 (Thirty-One Thousand, Two Hundred dollars, exactly)

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. P-345745 for APN 046-022-001; P-345715 for APN 099-010-023 and P-345538 for APN 099-010-024 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

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"Close of Escrow" is defined to be the recordation of the Easements. Sellers and County agree to deposit into escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than August 31, 2020 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

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

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge 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

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Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deeds being conveyed by Sellers, and as shown in Exhibits B, C, D, E, F, G, H, I, J, K and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

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

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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. 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 for the Hank's Exchange Bridge at Squaw Hollow Creek, CIP #77135, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

10. WAIVER OF AND RELEASE OF CLAIMS

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

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11. 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.

12. REAL ESTATE BROKER

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

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers 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 Easement Deeds for the Easements described and depicted in Exhibits B, C, D, E, F, G, H, I, J, and K and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Deliver the just compensation to Sellers.

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14. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing, signed by County and Sellers.

15. BEST EFFORTS

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

16. NOTICES

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

**SELLERS: David and Deanna Fausel
4881 Hank's Exchange Rd.
Placerville, CA 95667**

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

Sellers DF.04

Sellers: Fausel
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**COPY TO: County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Court
Placerville, CA 95667**

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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22. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

23. 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:

- A. County or County's contractor or authorized agent will remove the existing mailboxes at the driveway entrance and repair/reconstruct and/or replace, where applicable, and relocate to suitable US Post Office approved location. Reconstruction and/or replacement of mailboxes will be of like materials and workmanship.
- B. Fencing replaced with new, like-kind fence composed of field fencing below with barbed-wire at top.
- C. Upon completion of the project, to the extent reasonable, County or County's contractor or authorized agent will return easement areas to their original, natural condition as they were prior to the commencement of the project.
- D. County or County's contractor or authorized agent will coordinate with Sellers to install temporary 4-strand barbed wire fencing, sufficient to keep livestock adequately contained prior to construction. Upon construction completion, County or County's contractor or authorized agent will remove the temporary fencing. (See Exhibit 'AA').

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- E. Fencing at slope and drainage easement to be at top of slope with a gate and padlock to be installed and a key made available to necessary County personnel and Sellers. (See Exhibit 'AA')
- F. County's contractor or authorized agent to install a conduit, six (6) inches in diameter under roadway. (See Exhibit 'AA')
- G. County or County's contractor or authorized agent will conform and pave the driveway to the limits shown on the attached exhibit to meet the new roadway elevation/s. (See Exhibit 'AA')
- H. Southernmost temporary construction easement to be reserved for vehicular parking only and boundary to be delineated with silt fencing.
- I. All trees, 20 (twenty) inches or larger in diameter, as shown on the Tree Exhibit (previously provided to seller), shall be cut to 16 (sixteen) foot lengths and left on Seller's property at location to be determined between Seller and contractor.
- J. Existing bridge to remain in place. Maintenance, repair, and liability associated with said bridge shall be sole responsibility of Seller in perpetuity.

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 its maintenance and repair.

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24. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Numbers 099-010-023, 099-010-024 and 046-022-001) where necessary, to perform the work as described in Section 23 of this Agreement.

25. 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.

26. 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.

27. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

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SELLERS: David W. and Deanna M. Fausel, Trustees under Declaration of Trust
dated February 24, 1997

Date: 10/17/19

By: David W. Fausel
David W. Fausel, Trustee

Date: 10-17-19

By: Deanna M. Fausel
Deanna M. Fausel, Trustee

COUNTY OF EL DORADO:

Date: 11/19/2019

By: Sue Novasel
Board of Supervisors
Sue Novasel, Chair

ATTEST:

Clerk of the Board of Supervisors

By: Kim Dawson
Kim Dawson, Deputy Clerk

**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: 046-022-001
Seller: Fausel
Project #:77135

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

Above section for Recorder's use

GRANT OF RIGHT OF WAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, a right of way easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

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:

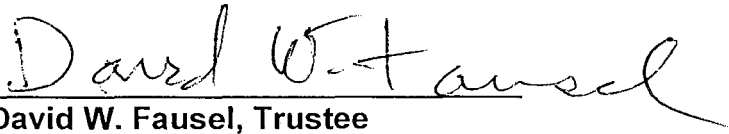
- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby 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 17 day of October, 2019.

GRANTOR: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997


David W. Fausel, Trustee


Deanna M. Fausel, Trustee

(A Notary Public Must Acknowledge All Signatures)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

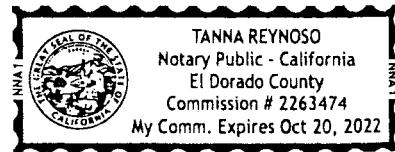
STATE OF CALIFORNIA
COUNTY OF El Dorado

On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
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.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A'

All that certain real property situate in the Northeast Quarter of the Northwest Quarter of Section 3, Township 9 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 recorded in Book 4869, Page 323 in the official records of El Dorado County more particularly described as follows:


BEGINNING at a point on the northerly line of said parcel which bears South 89° 24' 00" West 687.08 feet from the North One-Quarter Corner of said Section 3; thence continuing along said northerly line South 89° 24' 00" West 53.50 feet to the beginning of a non-tangent curve to the right having a radius of 275.00 feet; thence leaving said northerly line southeasterly 18.16 feet along said curve through a central angle of 3° 47' 02", said curve being subtended by a chord which bears South 21° 26' 09" East 18.16 feet; thence South 19° 32' 38" East 30.40 feet; thence North 70° 27' 22" East 50.00 feet; thence North 19° 32' 38" West 30.40 feet to the beginning of a curve to the left having a radius of 325.00 feet; thence northwesterly 0.78 feet along said curve through a central angle of 0° 08' 16", said curve being subtended by a chord which bears North 19° 36' 46" West 0.78 feet to the POINT OF BEGINNING. Containing 1,991 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 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 road purposes.



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



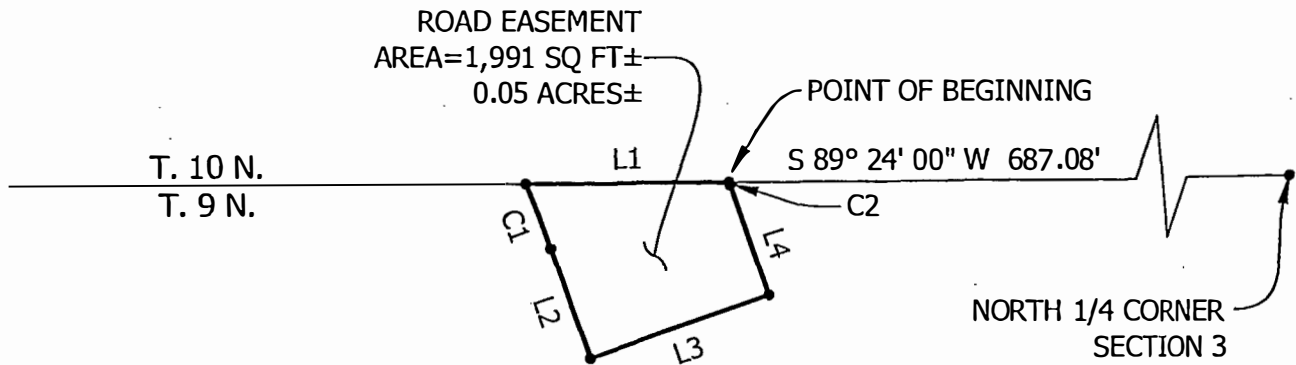
Dated 8/5/19

EXHIBIT 'B'

Situate in the Northeast 1/4 of the Northwest 1/4 of Section 3
 T. 9 N., R. 11 E., M.D.M.
 County of El Dorado, State of California

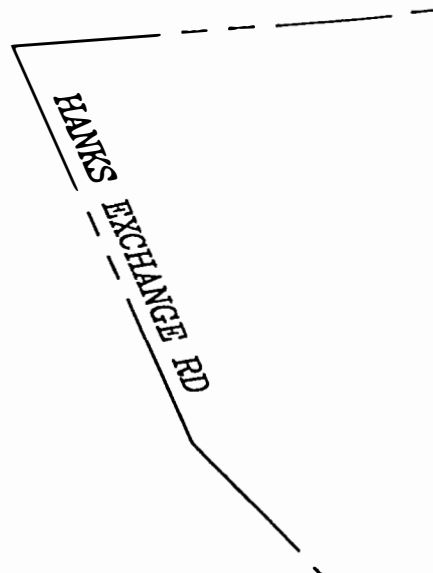


GRID NORTH
 SCALE 1"=50'



APN 046-022-01
 FAUSEL
 4869-OR-323

- L1 S 89° 24' 00" W 53.50'
- C1 R=275.00' L=18.16' Δ=3° 47' 02"
 CH=S 21° 26' 09" E 18.16'
- L2 S 19° 32' 38" E 30.40'
- L3 N 70° 27' 22" E 50.00'
- L4 N 19° 32' 38" W 30.40'
- C2 R=325.00' L=0.78' Δ=0° 08' 16"
 CH=N 19° 36' 46" W 0.78'



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

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

APN: 046-022-001
Seller: Fausel
Project #: 77135


CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Right of Way Easement Deed dated October 17th, 2019, from **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 046-022-001

Dated this 19th day of November, 2019.


COUNTY OF EL DORADO

By: 

Sue Novasel, Chair
Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: 

Deputy Clerk

**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: 046-022-001
Seller: Fausel
Project #: 77135

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, **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit '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

(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 17 day of October, 2019.

GRANTOR: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997


David W. Fausel, Trustee


Deanna M. Fausel, Trustee

(All signatures must be acknowledged by a Notary Public)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF El Dorado

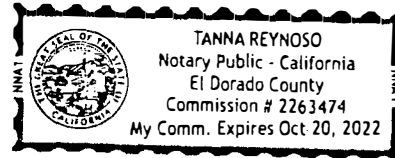
On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

Tanna Reynoso

Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A1'

All that certain real property situate in the Northeast Quarter of the Northwest Quarter of Section 3, Township 9 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 recorded in Book 4869, Page 323 in the official records of El Dorado County more particularly described as follows:

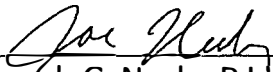
BEGINNING at a point on the northerly line of said parcel which bears South 89° 24' 00" West 740.57 feet from the North One-Quarter Corner of said Section 3; thence continuing along said northerly line South 89° 24' 00" West 9.83 feet; thence leaving said northerly line South 43° 09' 49" East 24.71 feet; thence North 19° 32' 38" West 1.30 feet to the beginning of a curve to the left having a radius of 275.00 feet; thence northwesterly 18.16 feet along said curve through a central angle of 3° 47' 02", said curve being subtended by a chord which bears North 21° 26' 09" West 18.16 feet to the POINT OF BEGINNING. Containing 92 square feet 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

Dated 8/5/19 _____

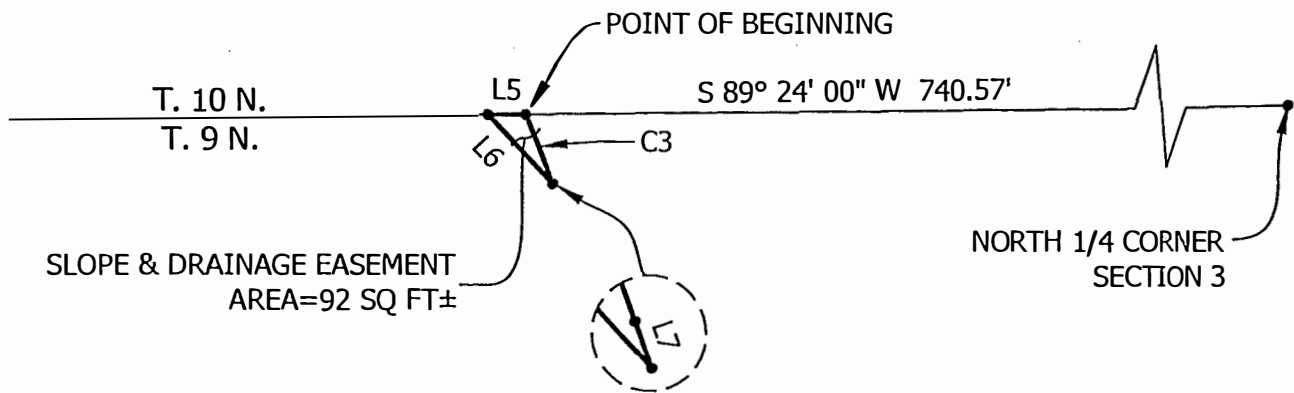


EXHIBIT 'B1'

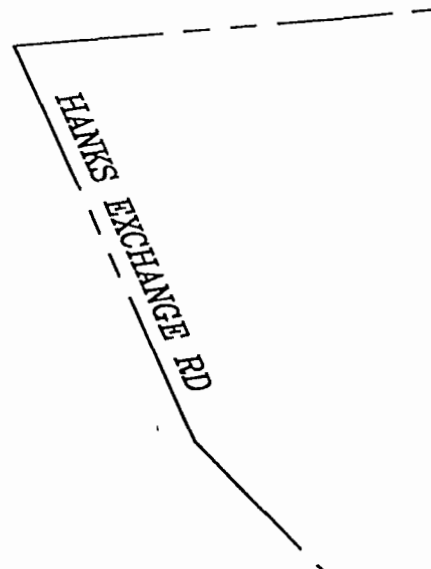
Situate in the Northeast 1/4 of the Northwest 1/4 of Section 3
 T. 9 N., R. 11 E., M.D.M.
 County of El Dorado, State of California



GRID NORTH
 SCALE 1"=50'



APN 046-022-01
 FAUSEL
 4869-OR-323



- C3 R=275.00' L=18.16' Δ=3° 47' 02"
 CH=N 21° 26' 09" W 18.16'
- L5 S 89° 24' 00" W 9.83'
- L6 S 43° 09' 49" E 24.71'
- L7 N 19° 32' 38" W 1.30'

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

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

APN: 046-022-001
Seller: Fausel
Project #: 77135

CERTIFICATE OF ACCEPTANCE

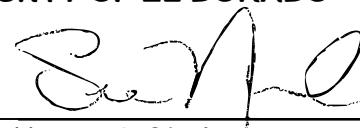
This is to certify that the interest in real property conveyed by the Slope and Drainage Easement Deed dated October 17th, 2019, from **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 046-022-001

Dated this 17th day of November, 2019.

COUNTY OF EL DORADO


By: _____


Sue Novasel, Chair
Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

Recording Requested By, & When Recorded

Mail to: El Dorado Irrigation District
c/o Aaron Dinsdale, RWA
2890 Mosquito Road
Placerville, CA 95667

Documentary Transfer Tax \$___ RTT 11922

___ Computed on full value of property conveyed
___ Or computed on full value less liens and encumbrances remaining at time of sale.

EID

Signature of declarant of agent determining tax
Permission to use pipeline from Grantor
Project Name: Lateral 9.75 at Hank's Exchange Bridge
Parcel No.: 046-022-001

For County Recorder Use Only

GRANT OF NON-EXCLUSIVE EASEMENT

DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997, hereinafter called GRANTOR, does hereby grant to the **EL DORADO IRRIGATION DISTRICT**, its successors and assigns, hereinafter called GRANTEE, permanent and non-exclusive right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

DESCRIBED IN EXHIBIT 'A2' AND DEPICTED IN EXHIBIT 'B2' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved in writing by the Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed their names this 17 day of October, 2019.

GRANTORS: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997

By: David W. Fausel By: Deanna M. Fausel
David W. Fausel, Trustee Deanna M. Fausel, Trustee

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

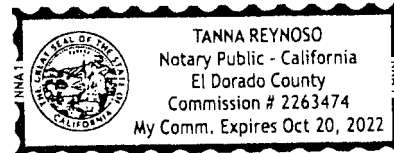
STATE OF CALIFORNIA
COUNTY OF El Dorado

On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
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.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A2'

All that certain real property situate in the Northeast Quarter of the Northwest Quarter of Section 3, Township 9 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 recorded in Book 4869, Page 323 in the official records of El Dorado County more particularly described as follows:

A strip of land 20.00 feet wide, the centerline of which is described as follows:
BEGINNING at a point on the northerly line of said parcel which bears South 89° 24' 00" West 706.12 feet from the North One-Quarter Corner of said Section 3, said POINT OF BEGINNING being the beginning of a non-tangent curve to the right having a radius 600.00 feet; thence southeasterly 4.18 feet along said curve through a central angle of 0° 23' 56", said curve being subtended by a chord which bears South 19° 44' 36" East 4.18 feet; thence South 19° 32' 38" East 17.13 feet; thence South 70° 27' 22" West 41.36 feet; thence South 21° 32' 05" East 16.37 feet to the POINT OF TERMINUS.

The side lines of the above described strip to be extended or shortened to meet at angle points and to begin at the northerly line of said parcel.


Containing 1,581 square feet (0.04 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 easement for waterline purposes.



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

Dated 8/5/19 _____

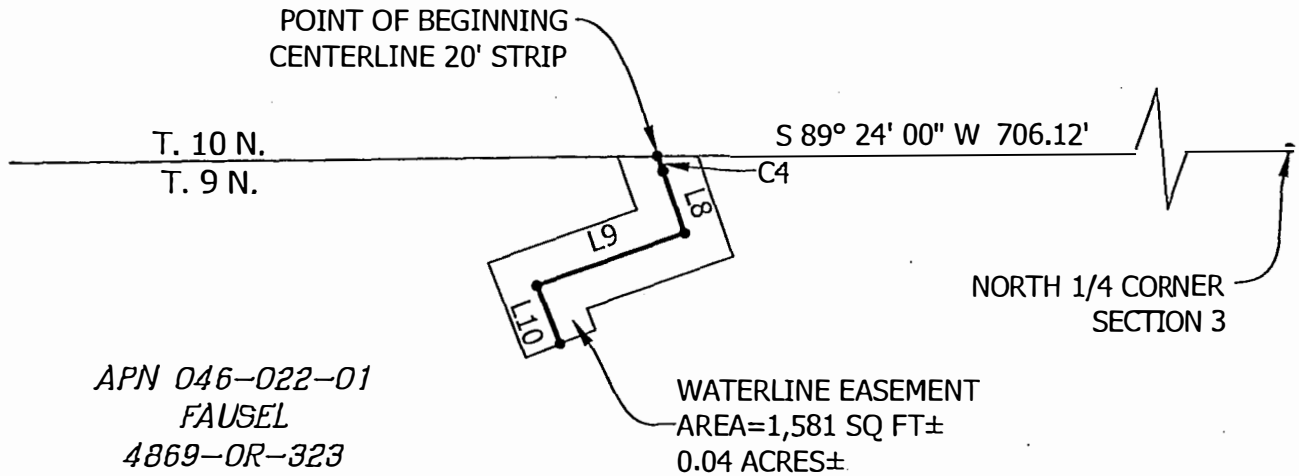


EXHIBIT 'B2'

Situate in the Northeast 1/4 of the Northwest 1/4 of Section 3
T. 9 N., R. 11 E., M.D.M.
County of El Dorado, State of California



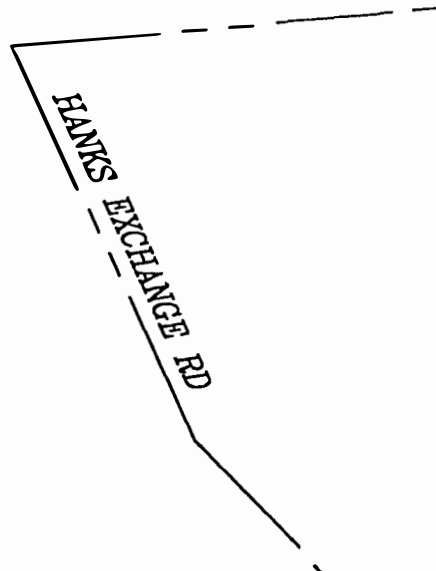
GRID NORTH
SCALE 1"=50'



APN 046-022-01
FAUSEL
4869-OR-323

WATERLINE EASEMENT
AREA=1,581 SQ FT±
0.04 ACRES±

- C4 R=600.00' L=4.18' Δ=0° 23' 56"
CH=S 19° 44' 36" E 4.18'
- L8 S 19° 32' 38" E 17.13'
- L9 S 70° 27' 22" W 41.36'
- L10 S 21° 32' 05" E 16.37'



CF0057D AERIAL
AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY
 2700 Watt Avenue, Room 3473
 SACRAMENTO, CA 95821
 ATTN: RIGHT OF WAY OFFICE

Location: County of El Dorado, State of California
 Document Transfer Tax \$
 Computed on Full Value of Property Conveyed, or
 Computed an Full Value Less liens & Encumbrances
 Remaining at Time of Sale
 Consideration of Value Less Than \$100.00
 Signature of declarant or agent determining tax:
 _____ Agent:

A01KZ3D PLVLCA11 TB73 Por. Sec. 3, T9N, R11E, MDB&M
 A.P. No.: 046-022-001
 R/W File No.: 61833-02

GRANT OF EASEMENT

DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997, "Grantors", hereby grants to **PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T")**, its successors, assigns, lessees and agents, "Grantee(s)", an easement to construct, reconstruct and maintain (place, operate, inspect, repair and remove) such aerial communication facilities as Grantee(s) may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductors and necessary fixtures and appurtenances in, over, under and upon that certain real property in the County of El Dorado, State of California, described as follows:

As described in Exhibit "A3" and depicted in Exhibit "B3", attached

This legal description was prepared pursuant to Section 8730c of the Business and Professions Code.

Grantor(s) also grant(s) to Grantee(s) the right to trim such tree foliage and to cut such limbs and roots on said property as may be necessary for the protection of said facilities.

Grantor(s) shall not erect or construct any building or other structure or drill or operate any well within said easement.

Grantee(s) shall be responsible for damage caused intentionally or by its negligence or willful misconduct while exercising the rights granted herein.

The provisions hereof shall inure to the benefit of and bind successors and assigns of the respective parties hereto.

A01KZ3D PLVLCA11 TB73
APN: 046-022-001
R/W File No.: 61833-02

Por. Sec. 3, T9N, R11E, MDB&M

The person or persons signing below represent that they are the only parties with an interest in the property described herein.

Executed this 17 day of Oct. 2019.

David W. Fausel

DAVID W. FAUSEL, TRUSTEE, Grantor

Deanna M. Fausel

DEANNA M. FAUSEL, TRUSTEE, Grantor

STATE OF CALIFORNIA
COUNTY OF _____

ALL PURPOSE ACKNOWLEDGMENT

On _____, before me, _____, Notary Public, personally appeared _____ 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

Notary Public in and for said State

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

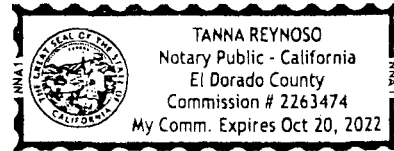
STATE OF CALIFORNIA
COUNTY OF El Dorado

On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
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.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A3'

All that certain real property situate in the Northeast Quarter of the Northwest Quarter of Section 3, Township 9 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 recorded in Book 4869, Page 323 in the official records of El Dorado County more particularly described as follows:

A strip of land 5.00 feet wide, the centerline of which is described as follows: BEGINNING at a point on the northerly line of said parcel which bears South 89° 24' 00" West 744.30 feet from the North One-Quarter Corner of said Section 3; thence leaving said northerly line South 31° 19' 14" East 1.37 feet to a point hereinafter referred to as POINT 'A'; thence South 35° 24' 06" East 158.20 feet to the southeasterly line of said parcel and the POINT OF TERMINUS.

TOGETHER WITH:

A strip of land 5.00 feet wide, the centerline of which is described as follows: BEGINNING at the aforementioned POINT 'A'; thence South 60° 46' 38" West 23.81 feet to the POINT OF TERMINUS.

The side lines of the above described strips to be extended or shortened to meet at angle points and to begin at the northerly line of said parcel and to terminate at the southeasterly line of said parcel.

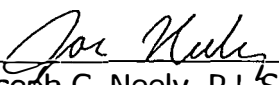
Containing 905 square feet (0.02 acres) more or less.

-End of Description-

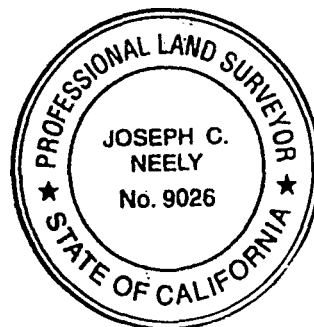
See Exhibit 'B3' attached hereto and made a part hereof.

The Basis of Bearings of the above description is Grid North. 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 public utilities purposes.



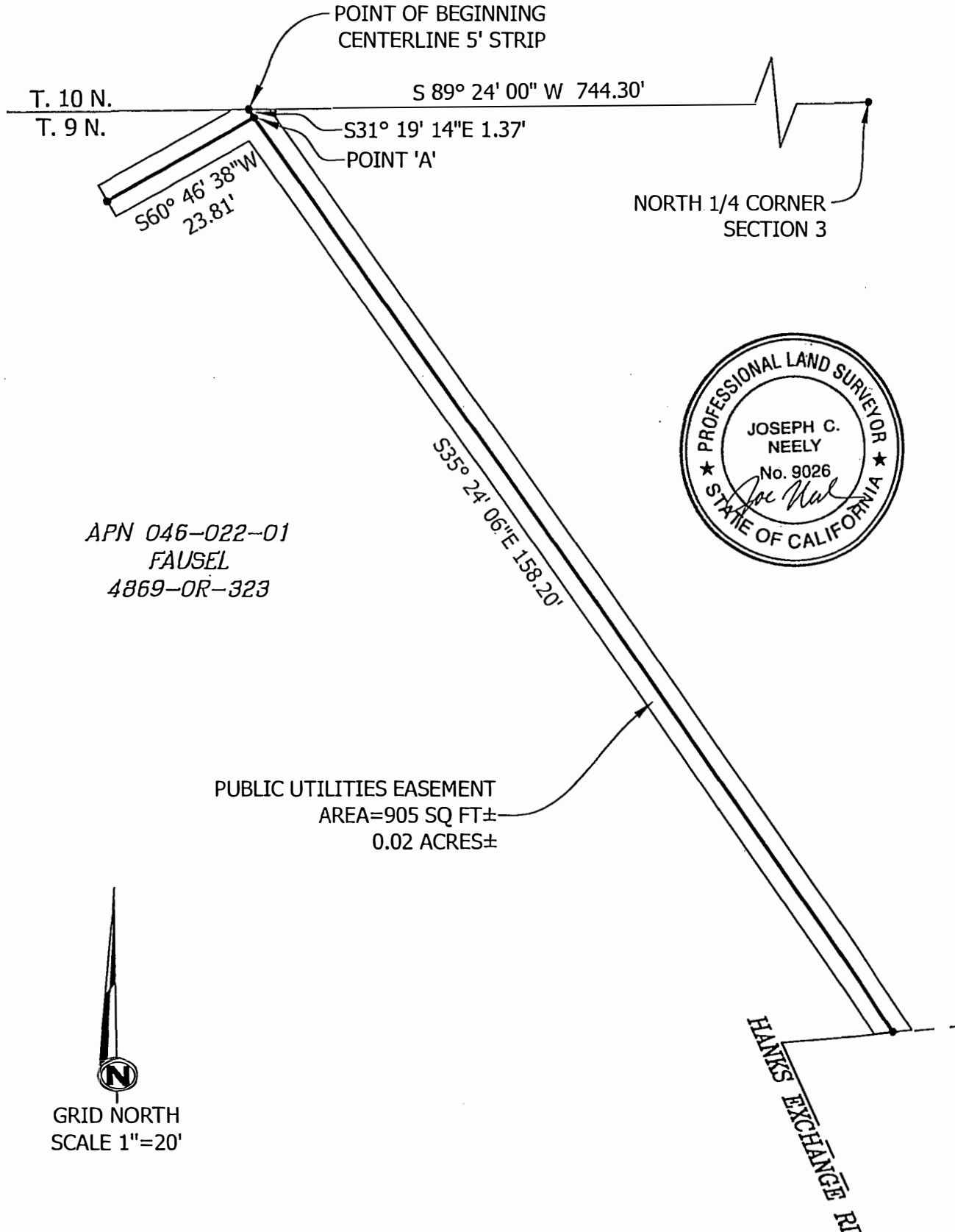
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



Dated 8/5/19

EXHIBIT 'B3'

Situate in the Northeast 1/4 of the Northwest 1/4 of Section 3
T. 9 N., R. 11 E., M.D.M.
County of El Dorado, State of California



**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: 046-022-001
Seller: Fausel
Project #: 77135

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

DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997, 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 'A4' and 'B4'
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 \$1,200.00 (One Thousand Two Hundred dollars) 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 A4 and depicted on the map in Exhibit B4 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 Hank's Exchange Bridge at Squaw Hollow Creek, CIP #77135 (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. 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. The Temporary Construction Easement is for a period of 2 years from the date of full execution of this Agreement. Construction is anticipated to take 1 year. 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 17 day of October, 2019.

GRANTOR: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER
DECLARATION OF TRUST DATED FEBRUARY 24, 1997

David W. Fausel

David W. Fausel, Trustee

Deanna M. Fausel

Deanna M. Fausel, Trustee

(All signatures must be acknowledged by a Notary Public)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached; and not the truthfulness, accuracy, or validity of that document.

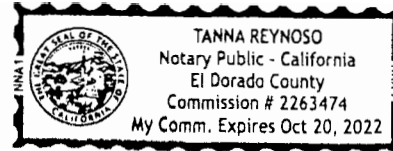
STATE OF CALIFORNIA
COUNTY OF El Dorado

On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
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.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A4'

All that certain real property situate in the Northeast Quarter of the Northwest Quarter of Section 3, Township 9 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 recorded in Book 4869, Page 323 in the official records of El Dorado County more particularly described as follows:

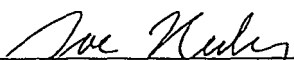
BEGINNING at a point on the northerly line of said parcel which bears South 89° 24' 00" West 519.73 feet from the North One-Quarter Corner of said Section 3; thence continuing along said northerly line South 89° 24' 00" West 167.35 feet to the beginning of a non-tangent curve to the right having a radius of 325.00 feet; thence southeasterly 0.78 feet along said curve through a central angle of 0° 08' 16", said curve being subtended by a chord which bears South 19° 36' 46" East 0.78 feet; thence South 19° 32' 38" East 30.40 feet; thence South 70° 27' 22" West 50.00 feet; thence South 19° 32' 38" East 93.47 feet; thence North 85° 16' 00" East 24.16 feet to an angle point in the southeasterly line of said parcel; thence along said southeasterly line North 85° 16' 00" East 251.29 feet; thence leaving said southeasterly line North 11° 33' 04" West 90.27 feet; thence North 80° 18' 13" West 57.40 feet; thence North 60° 51' 39" West 31.02 feet to the POINT OF BEGINNING. Containing 32,657 square feet (0.75 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 a temporary easement for construction purposes.



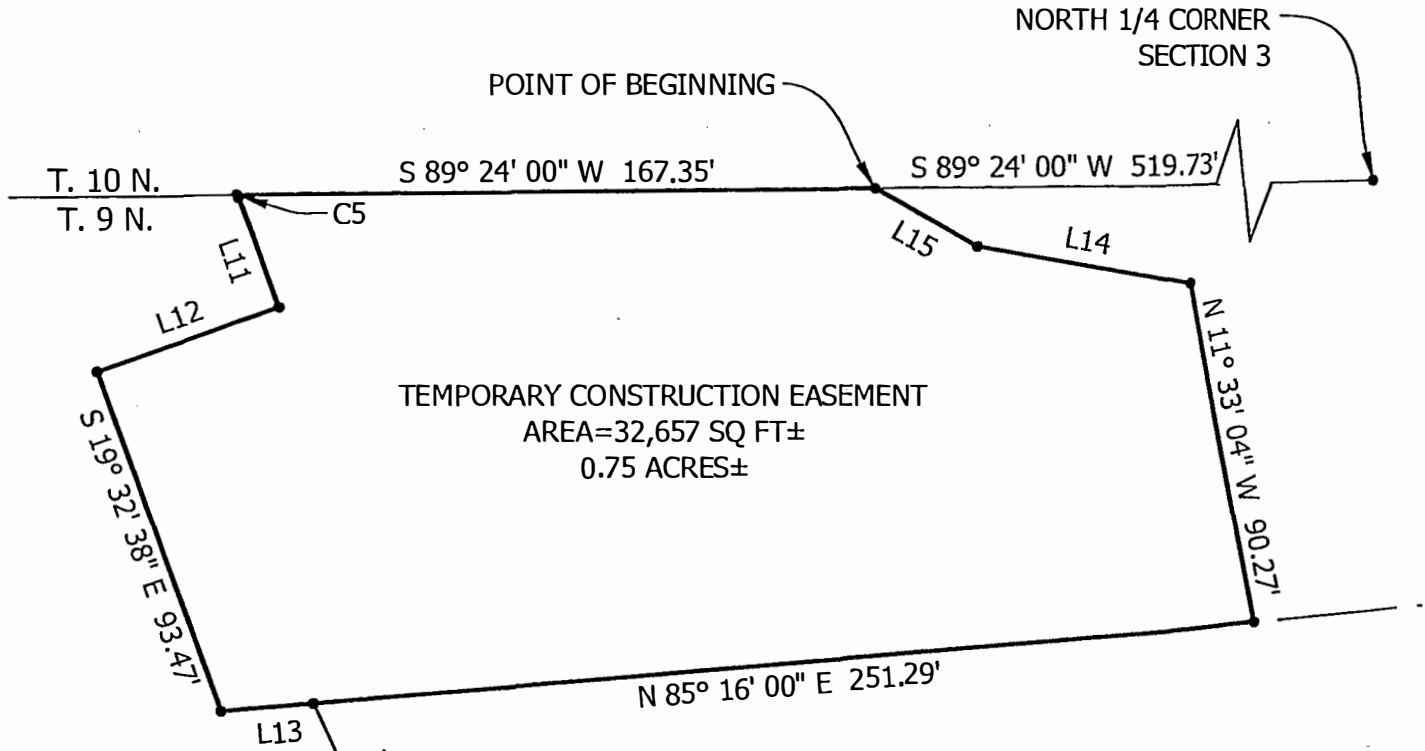
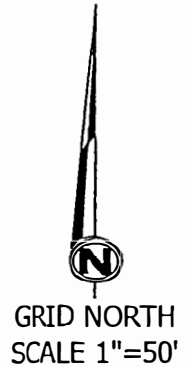
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 8/5/19 _____



EXHIBIT 'B4'

Situate in the Northeast 1/4 of the Northwest 1/4 of Section 3
 T. 9 N., R. 11 E., M.D.M.
 County of El Dorado, State of California



APN 046-022-01
 FAUSEL
 4869-OR-323

- C5 R=325.00' L=0.78' Δ=0° 08' 16"
 CH=S 19° 36' 46" E 0.78'
- L11 S 19° 32' 38" E 30.40'
- L12 S 70° 27' 22" W 50.00'
- L13 N 85° 16' 00" E 24.16'
- L14 N 80° 18' 13" W 57.40'
- L15 N 60° 51' 39" W 31.02'

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

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

APN: 046-022-001
Seller: Fausel
Project #: 77135

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated October 17th, 2019, from **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 046-022-001

Dated this 19th day of November, 2019.

COUNTY OF EL DORADO


By:



Sue Novasel, Chair
Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: 

Deputy Clerk

**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: 099-010-023 & -024
Seller: Fausel
Project #:77135

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

Above section for Recorder's use

GRANT OF RIGHT OF WAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, a right of way easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A5' AND DEPICTED IN EXHIBIT 'B5' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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 17 day of October, 2019.

GRANTOR: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER
DECLARATION OF TRUST DATED FEBRUARY 24, 1997

David W. Fausel

David W. Fausel, Trustee

Deanna M. Fausel

Deanna M. Fausel, Trustee

(A Notary Public Must Acknowledge All Signatures)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

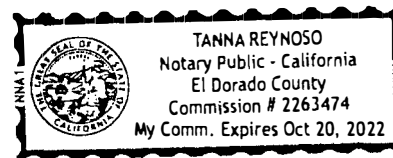
STATE OF CALIFORNIA
COUNTY OF El Dorado

On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
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.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A5'

All that certain real property situate in the Southeast Quarter of the Southwest Quarter of Section 34, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcels described in those certain certificates of compliance recorded as document numbers 2003-78395 and 2003-78396 in the official records of El Dorado County more particularly described as follows:

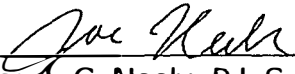
BEGINNING at a point on the southerly line of said Southeast Quarter which bears South 89° 24' 00" West 687.08 feet from the South One-Quarter Corner of said Section 34; thence continuing along said southerly line South 89° 24' 00" West 53.50 feet to the beginning of a non-tangent curve to the left having a radius of 275.00 feet; thence leaving said southerly line northwesterly 66.16 feet along said curve through a central angle of 13° 47' 00", said curve being subtended by a chord which bears North 30° 13' 10" East 66.00 feet; thence North 37° 06' 40" West 76.50 feet to the beginning of a curve to the right having a radius of 375.00 feet; thence northerly 535.51 feet along said curve through a central angle of 81° 49' 10", said curve being subtended by a chord which bears North 3° 47' 55" East 491.15 feet; thence North 44° 42' 30" East 81.64 feet to the beginning of a curve to the left having a radius of 275.00 feet; thence northeasterly 73.18 feet along said curve through a central angle of 15° 14' 49", said curve being subtended by a chord which bears North 37° 05' 05" East 72.96 feet; thence North 29° 27' 41" East 14.84 feet; thence South 60° 32' 19" East 50.00 feet; thence South 29° 27' 41" West 14.84 feet to the beginning of a curve to the right having a radius of 325.00 feet; thence southwesterly 86.49 feet along said curve through a central angle of 15° 14' 49", said curve being subtended by a chord which bears South 37° 05' 05" West 86.23 feet; thence South 44° 42' 30" West 81.64 feet to the beginning of a curve to the left having a radius of 325.00 feet; thence southerly 464.11 feet along said curve through a central angle of 81° 49' 10", said curve being subtended by a chord which bears South 3° 47' 55" West 425.66 feet; thence South 37° 06' 40" East 76.50 feet to the beginning of a curve to the right having a radius of 325.00 feet; thence southeasterly 98.87 feet along said curve through a central angle of 17° 25' 46", said curve being subtended by a chord which bears South 28° 23' 47" East 98.49 feet to the POINT OF BEGINNING. Containing 41,759 square feet (0.96 acres) more or less.

-End of Description-

See Exhibit 'B5' 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 road purposes.



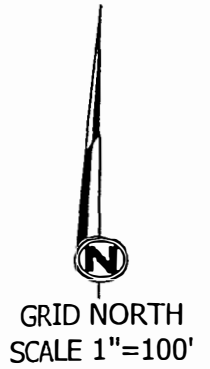
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 8/5/19

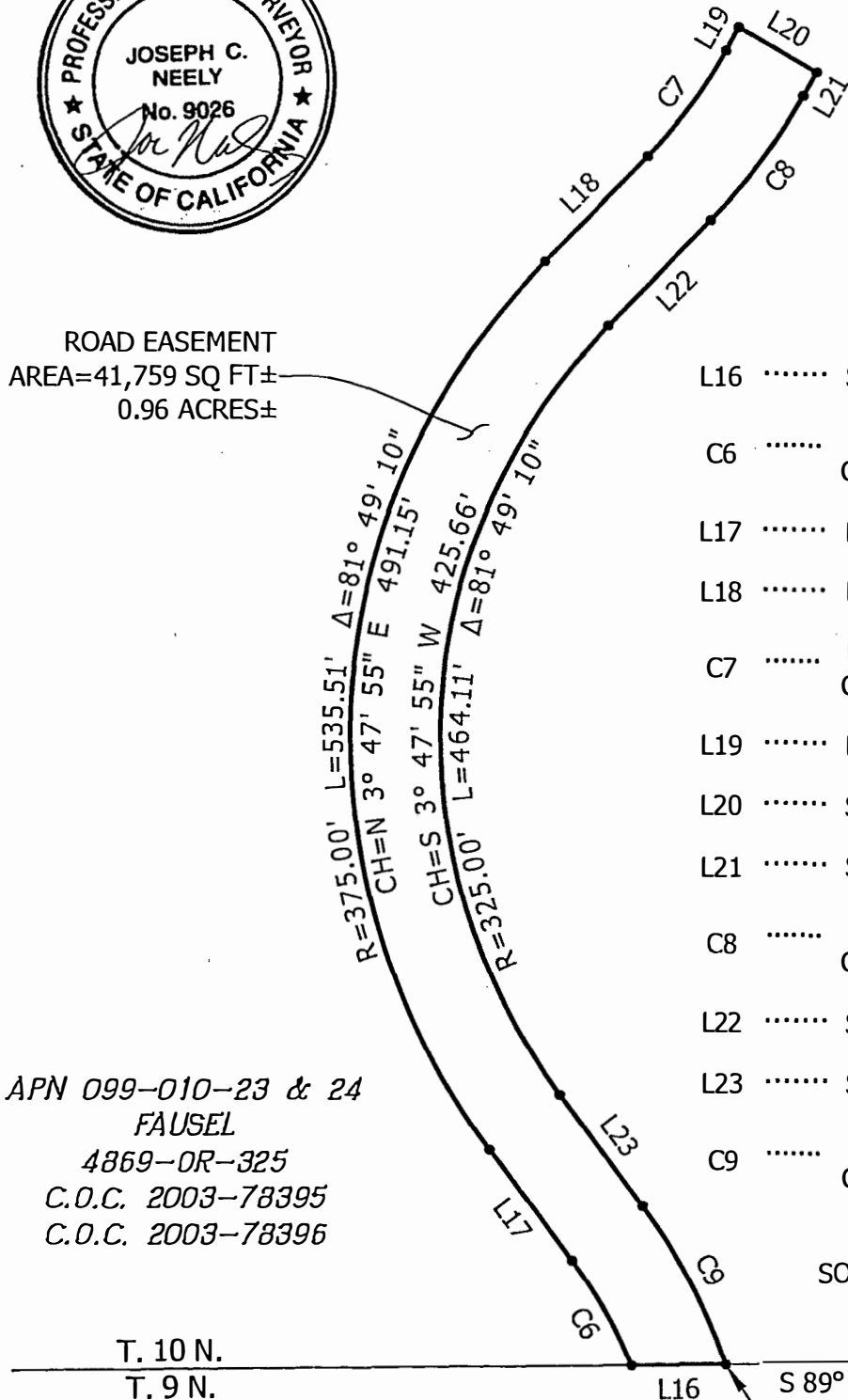


EXHIBIT 'B5'

Situate in the Southeast 1/4 of the Southwest 1/4 of Section 34
 T. 10 N., R. 11 E., M.D.M.
 County of El Dorado, State of California



ROAD EASEMENT
 AREA=41,759 SQ FT±
 0.96 ACRES±



- L16 S 89° 24' 00" W 53.50'
- C6 R=275.00' L=66.16' Δ=13° 47' 00"
 CH=N 30° 13' 10" W 66.00'
- L17 N 37° 06' 40" W 76.50'
- L18 N 44° 42' 30" E 81.64'
- C7 R=275.00' L=73.18' Δ=15° 14' 49"
 CH=N 37° 05' 05" E 72.96'
- L19 N 29° 27' 41" E 14.84'
- L20 S 60° 32' 19" E 50.00'
- L21 S 29° 27' 41" W 14.84'
- C8 R=325.00' L=86.49' Δ=15° 14' 49"
 CH=S 37° 05' 05" W 86.23'
- L22 S 44° 42' 30" W 81.64'
- L23 S 37° 06' 40" E 76.50'
- C9 R=325.00' L=98.87' Δ=17° 25' 46"
 CH=S 28° 23' 47" E 98.49'

APN 099-010-23 & 24
 FAUSEL
 4869-OR-325
 C.O.C. 2003-78395
 C.O.C. 2003-78396

T. 10 N.
 T. 9 N.

SOUTH 1/4 CORNER SECTION 34

L16 S 89° 24' 00" W 687.08'

POINT OF BEGINNING

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

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

**APN: 099-010-023 & -024
Seller: Fausel
Project #: 77135**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Right of Way Easement Deed dated October 17th, 2019, from **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 090-010-023 & -024


Dated this 19th day of November, 2019.

COUNTY OF EL DORADO

By: 
Sue Novasel, Chair
Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

**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: 099-010-023 & -024
Seller: Fausel
Project #: 77135

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, **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A6' and depicted in Exhibit 'B6' 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;

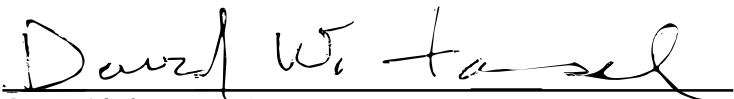
(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;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

(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 17 day of October, 2019.

GRANTOR: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER
DECLARATION OF TRUST DATED FEBRUARY 24, 1997



David W. Fausel, Trustee



Deanna M. Fausel, Trustee

(All signatures must be acknowledged by a Notary Public)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

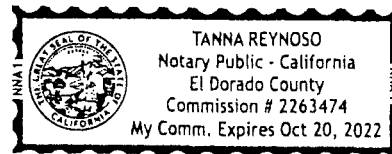
STATE OF CALIFORNIA
COUNTY OF El Dorado

On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Tanna M. Fausel,
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.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A6'

All that certain real property situate in the Southeast Quarter of the Southwest Quarter of Section 34, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being portions of the parcels described in those certain certificates of compliance recorded as document numbers 2003-78395 and 2003-78396 in the official records of El Dorado County more particularly described as follows:

AREA 1

BEGINNING at a point on the southerly line of said Southeast Quarter which bears South 89° 24' 00" West 740.57 feet from the South One-Quarter Corner of said Section 34, said POINT OF BEGINNING being the beginning of a non-tangent curve to the left having a radius of 275.00 feet; thence leaving said southerly line northwesterly 66.16 feet along said curve through a central angle of 13° 47' 00", said curve being subtended by a chord which bears North 30° 13' 10" West 66.00 feet; thence North 37° 06' 40" West 76.50 feet to the beginning of a curve to the right having a radius of 375.00 feet; thence northerly 535.51 feet along said curve through a central angle of 81° 49' 10", said curve being subtended by a chord which bears North 3° 47' 55" East 491.15 feet; thence North 44° 42' 30" East 64.32 feet; thence North 45° 17' 30" West 6.62 feet to the beginning of a non-tangent curve to the left having a radius of 387.00 feet; thence southwesterly 226.63 feet along said curve through a central angle of 33° 33' 11", said curve being subtended by a chord which bears South 37° 29' 54" West 223.41 feet; thence North 69° 16' 42" West 28.00 feet to the beginning of a non-tangent curve to the left having a radius of 415.00 feet; thence southerly 180.18 feet along said curve through a central angle of 24° 52' 35", said curve being subtended by a chord which bears South 8° 17' 01" West 178.77 feet; thence North 85° 50' 44" East 12.00 feet to the beginning of a non-tangent curve to the left having a radius of 403.00 feet; thence southeasterly 274.38 feet along said curve through a central angle of 39° 00' 33", said curve being subtended by a chord which bears South 23° 39' 33" East 269.11 feet; thence South 43° 09' 49" East 94.20 feet to the southerly line of said Southeast Quarter; thence along said southerly line North 89° 24' 00" East 9.83 feet to the POINT OF BEGINNING. Containing 18,699 square feet (0.43 acres) more or less.

TOGETHER WITH:

AREA 2

COMMENCING at the South One-Quarter Corner of said Section 34; thence along the southerly line of said Southeast Quarter South 89° 24' 00" West 687.08 feet to the beginning of a non-tangent curve to the left having a radius of 325.00 feet; thence northwesterly 63.78 feet along said curve through a central angle of 11° 14' 36", said curve being subtended by a chord which bears North 25° 18' 12" West 63.67 feet to the POINT OF BEGINNING; thence continuing along said curve northwesterly 35.09 feet through a central angle of 6° 11' 11", said curve being subtended by a chord which bears North 34° 01' 05" West 35.07 feet; thence North 37° 06' 40" West 11.34 feet to a

point hereinafter referred to as POINT 'A'; thence North 52° 53' 20" East 18.00 feet; thence South 37° 06' 40" East 11.34 feet to the beginning of a curve to the right having a radius of 343.00 feet; thence southeasterly 37.03 feet along said curve through a central angle of 6° 11' 11", said curve being subtended by a chord which bears South 34° 01' 05" East 37.02 feet; thence South 59° 04' 31" West 18.00 feet to the POINT OF BEGINNING. Containing 853 square feet (0.02 acres) more or less.

TOGETHER WITH:

AREA 3

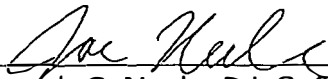
COMMENCING at the aforementioned POINT 'A'; thence North 37° 06' 40" West 65.16 feet to the beginning of a curve to the right having a radius of 325.00 feet; thence northwesterly 47.47 feet along said curve through a central angle of 8° 22' 08", said curve being subtended by a chord which bears North 32° 55' 36" West 47.43 feet to the POINT OF BEGINNING; thence continuing along said curve northerly 395.00 feet through a central angle of 69° 38' 14", said curve being subtended by a chord which bears North 6° 04' 35" East 371.14 feet; thence South 49° 06' 18" East 12.00 feet to the beginning of a non-tangent curve to the left having a radius of 313.00 feet; thence southwestly 110.20 feet along said curve through a central angle of 20° 10' 24", said curve being subtended by a chord which bears South 30° 48' 30" West 109.64 feet; thence South 69° 16' 42" East 12.00 feet to the beginning of a non-tangent curve to the left having a radius of 301.00 feet; thence southerly 130.69 feet along said curve through a central angle of 24° 52' 35", said curve being subtended by a chord which bears South 8° 17' 01" West 129.66 feet; thence South 85° 50' 44" West 5.32 feet; thence South 31° 28' 38" West 22.59 feet to the beginning of a non-tangent curve to the left having a radius of 320.00 feet; thence southerly 36.45 feet along said curve through a central angle of 6° 31' 36", said curve being subtended by a chord which bears South 10° 42' 23" East 36.43 feet; thence North 74° 14' 22" East 19.09 feet; thence South 15° 45' 38" East 20.00 feet; thence South 74° 14' 22" West 19.09 feet to the beginning of a non-tangent curve to the left having a radius of 320.00 feet; thence southerly 62.50 feet along said curve through a central angle of 11° 11' 27", said curve being subtended by a chord which bears South 23° 08' 48" East 62.40 feet; thence South 61° 15' 28" West 5.00 feet to the POINT OF BEGINNING. Containing 5,812 square feet (0.13 acres) more or less.

-End of Description-

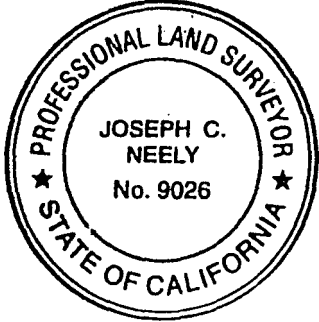
See Exhibit 'B6' attached hereto and made a part hereof.

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 those portions of said parcels as an easement for slope and drainage purposes.



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



Dated 8/5/19 _____

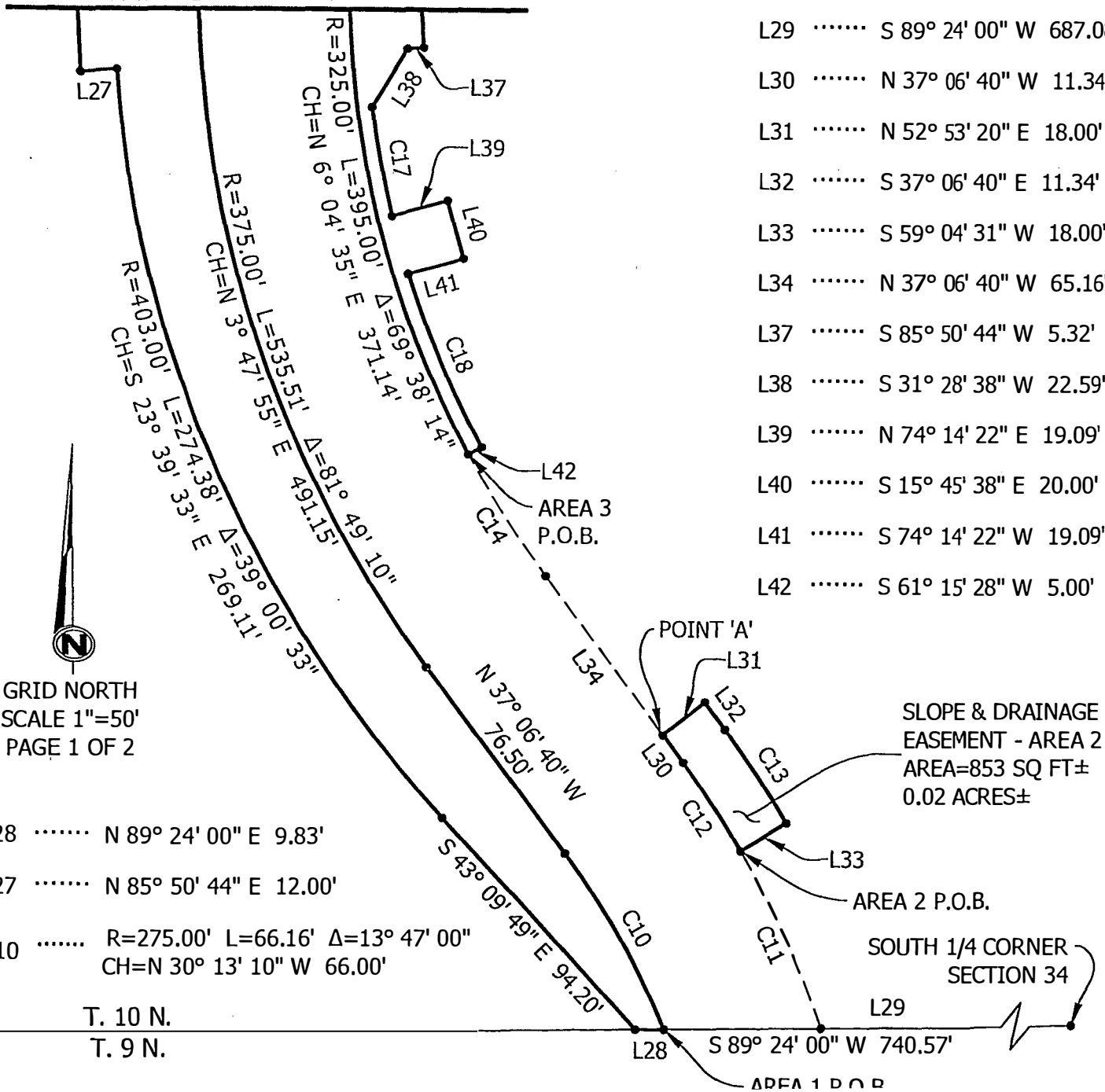
EXHIBIT 'B6'

Situate in the Southeast 1/4
of the Southwest 1/4 of Section 34
T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California

- C11 R=325.00' L=63.78' Δ=11° 14' 36"
CH=N 25° 18' 12" W 63.67'
- C12 R=325.00' L=35.09' Δ=6° 11' 11"
CH=N 34° 01' 05" W 35.07'
- C13 R=343.00' L=37.03' Δ=6° 11' 11"
CH=S 34° 01' 05" E 37.02'
- C14 R=325.00' L=47.47' Δ=8° 22' 08"
CH=N 32° 55' 36" W 47.43'
- C17 R=320.00' L=36.45' Δ=6° 31' 36"
CH=S 10° 42' 23" E 36.43'
- C18 R=320.00' L=62.50' Δ=11° 11' 27"
CH=S 23° 08' 48" E 62.40'

- L29 S 89° 24' 00" W 687.08'
- L30 N 37° 06' 40" W 11.34'
- L31 N 52° 53' 20" E 18.00'
- L32 S 37° 06' 40" E 11.34'
- L33 S 59° 04' 31" W 18.00'
- L34 N 37° 06' 40" W 65.16'
- L37 S 85° 50' 44" W 5.32'
- L38 S 31° 28' 38" W 22.59'
- L39 N 74° 14' 22" E 19.09'
- L40 S 15° 45' 38" E 20.00'
- L41 S 74° 14' 22" W 19.09'
- L42 S 61° 15' 28" W 5.00'

MATCH LINE - SEE PAGE 2



- L28 N 89° 24' 00" E 9.83'
- L27 N 85° 50' 44" E 12.00'
- C10 R=275.00' L=66.16' Δ=13° 47' 00"
CH=N 30° 13' 10" W 66.00'

T. 10 N.
T. 9 N.

SLOPE & DRAINAGE
EASEMENT - AREA 2
AREA=853 SQ FT±
0.02 ACRES±

AREA 2 P.O.B.
SOUTH 1/4 CORNER
SECTION 34

AREA 1 P.O.B.

EXHIBIT 'B6'

Situate in the Southeast 1/4 of the Southwest 1/4 of Section 34
 T. 10 N., R. 11 E., M.D.M.
 County of El Dorado, State of California

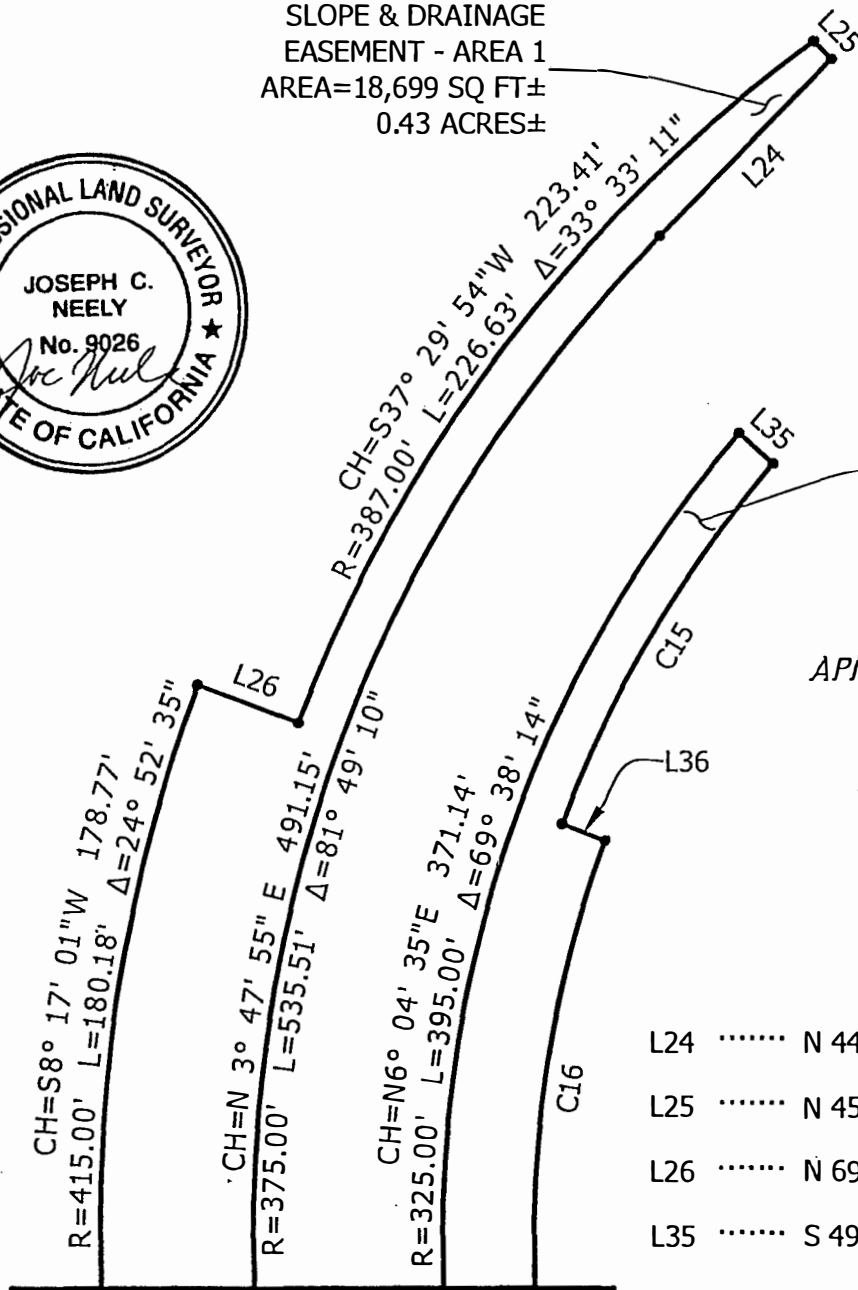


GRID NORTH
 SCALE 1"=50'
 PAGE 2 OF 2

SLOPE & DRAINAGE
 EASEMENT - AREA 1
 AREA=18,699 SQ FT±
 0.43 ACRES±

SLOPE & DRAINAGE
 EASEMENT - AREA 3
 AREA=5,812 SQ FT±
 0.13 ACRES±

APN 099-010-23 & 24
 FAUSEL
 4869-OR-325
 C.O.C. 2003-78395
 C.O.C. 2003-78396



MATCH LINE - SEE PAGE 1

- L24 N 44° 42' 30" E 64.32'
- L25 N 45° 17' 30" W 6.62'
- L26 N 69° 16' 42" W 28.00'
- L35 S 49° 06' 18" E 12.00'
- C15 R=313.00' L=110.20' Δ=20° 10' 24"
 CH=S 30° 48' 30" W 109.64'
- L36 S 69° 16' 42" E 12.00'
- C16 R=301.00' L=130.69' Δ=24° 52' 35"
 CH=S 8° 17' 01" W 129.66'

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

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

APN: 099-010-023 & -024
Seller: Fausel
Project #: 77135

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Slope and Drainage Easement Deed dated October 17th, 2019, from **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 090-010-023 & -024

Dated this 19th day of November, 2019.

COUNTY OF EL DORADO


By:



Sue Novasel, Chair
Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: 

Deputy Clerk

**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: 099-010-023 & -024

Seller: Fausel

Project #: 77135

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

DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997, 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 'A7' and 'B7'

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 \$3,897.22 (Three Thousand Eight Hundred Ninety-Seven and 22/100 dollars) 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 A7 and depicted on the map in Exhibit B7 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 Hank's Exchange Bridge at Squaw Hollow Creek, CIP #77135 (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. 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. The Temporary Construction Easement is for a period of 2 years from the date of full execution of this Agreement. Construction is anticipated to take 1 year. 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 17 day of October, 2019.

GRANTOR: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER
DECLARATION OF TRUST DATED FEBRUARY 24, 1997

David W. Fausel
David W. Fausel, Trustee

Deanna M. Fausel
Deanna M. Fausel, Trustee

(All signatures must be acknowledged by a Notary Public)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF El Dorado

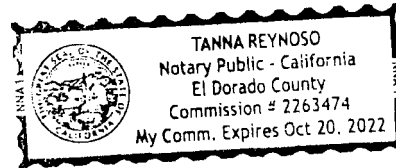
On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

Tanna Reynoso

Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A7'

All that certain real property situate in the Southeast Quarter of the Southwest Quarter of Section 34, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being portions of the parcels described in those certain certificates of compliance recorded as document numbers 2003-78395 and 2003-78396 in the official records of El Dorado County more particularly described as follows:

AREA 1

BEGINNING at a point on the southerly line of said Southeast Quarter which bears South $89^{\circ} 24' 00''$ West 519.73 feet from the South One-Quarter Corner of said Section 34; thence continuing along said southerly line South $89^{\circ} 24' 00''$ West 167.35 feet to the beginning of a non-tangent curve to the left having a radius of 325.00 feet; thence northwesterly 98.87 feet along said curve through a central angle of $17^{\circ} 25' 46''$, said curve being subtended by a chord which bears North $28^{\circ} 23' 47''$ West 98.49 feet; thence North $37^{\circ} 06' 40''$ West 76.50 feet to the beginning of a curve to the right having a radius of 325.00 feet; thence northwesterly 47.47 feet along said curve through a central angle of $8^{\circ} 22' 08''$, said curve being subtended by a chord which bears North $32^{\circ} 55' 36''$ West 47.43 feet; thence North $61^{\circ} 15' 28''$ East 5.00 feet to the beginning of a non-tangent curve to the right having a radius of 320.00 feet; thence northwesterly 62.50 feet along said curve through a central angle of $11^{\circ} 11' 27''$, said curve being subtended by a chord which bears North $23^{\circ} 08' 48''$ West 62.40 feet to a point hereinafter referred to as POINT 'A'; thence North $74^{\circ} 14' 22''$ East 8.08 feet; thence South $27^{\circ} 06' 20''$ East 127.76 feet; thence South $60^{\circ} 51' 39''$ East 275.08 feet to the POINT OF BEGINNING. Containing 13,062 square feet (0.30 acres) more or less.

TOGETHER WITH:

AREA 2

COMMENCING at the aforementioned POINT 'A', said point also being the beginning of a curve to the right having a radius of 320.00 feet; thence northwesterly 20.00 feet along said curve through a central angle of $3^{\circ} 34' 54''$, said curve being subtended by a chord which bears North $15^{\circ} 45' 38''$ West 20.00 feet to the POINT OF BEGINNING; thence continuing along said curve northwesterly 36.45 feet through a central angle of $6^{\circ} 31' 36''$, said curve being subtended by a chord which bears North $10^{\circ} 42' 23''$ West 36.43 feet; thence North $31^{\circ} 28' 38''$ East 22.59 feet; thence North $85^{\circ} 50' 44''$ East 5.32 feet to the beginning of a non-tangent curve to the right having a radius of 301.00 feet; thence northerly 130.69 feet along said curve through a central angle of $24^{\circ} 52' 35''$, said curve being subtended by a chord which bears North $8^{\circ} 17' 01''$ East 129.66 feet; thence North $69^{\circ} 16' 42''$ West 12.00 feet to a point hereinafter referred to as POINT 'B' and the beginning of a non-tangent curve to the right having a radius of 313.00 feet; thence northeasterly 110.20 feet along said curve through a central angle of $20^{\circ} 10' 24''$, said curve being subtended by a chord which bears North $30^{\circ} 48' 30''$ East 109.64 feet; thence North $49^{\circ} 06' 18''$ West 12.00 feet to the beginning of a non-

tangent curve to the right having a radius of 325.00 feet; thence northeasterly 21.63 feet along said curve through a central angle of $3^{\circ} 48' 48''$, said curve being subtended by a chord which bears North $42^{\circ} 48' 06''$ East 21.63 feet; thence North $44^{\circ} 42' 30''$ East 81.64 feet to the beginning of a curve to the left having a radius of 325.00 feet; thence northeasterly 1.80 feet along said curve through a central angle of $0^{\circ} 19' 01''$, said curve being subtended by a chord which bears North $44^{\circ} 32' 59''$ East 1.80 feet; thence South $31^{\circ} 02' 29''$ West 64.19 feet; thence South $13^{\circ} 16' 31''$ West 175.68 feet; thence South $19^{\circ} 06' 39''$ West 141.85 feet; thence South $74^{\circ} 14' 22''$ West 19.09 feet to the POINT OF BEGINNING. Containing 12,873 square feet (0.30 acres) more or less.

TOGETHER WITH:

AREA 3

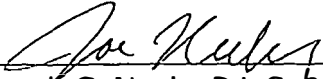
COMMENCING at the aforementioned POINT 'B'; thence North $69^{\circ} 16' 42''$ West 74.00 feet to the POINT OF BEGINNING; thence continuing North $69^{\circ} 16' 42''$ West 28.00 feet to the beginning of a non-tangent curve to the left having a radius of 415.00 feet; thence southerly 180.18 feet along said curve through a central angle of $24^{\circ} 52' 35''$, said curve being subtended by a chord which bears South $8^{\circ} 17' 01''$ West 178.77 feet; thence North $85^{\circ} 50' 44''$ East 12.00 feet to the beginning of a non-tangent curve to the left having a radius of 403.00 feet; thence southerly 66.13 feet along said curve through a central angle of $9^{\circ} 24' 08''$, said curve being subtended by a chord which bears South $8^{\circ} 51' 20''$ East 66.06 feet; thence North $87^{\circ} 16' 53''$ West 65.22 feet; thence North $23^{\circ} 37' 31''$ West 129.81 feet; thence North $2^{\circ} 00' 34''$ East 110.33 feet; thence North $82^{\circ} 46' 46''$ East 82.44 feet; thence North $40^{\circ} 08' 24''$ East 140.60 feet; thence North $35^{\circ} 51' 21''$ East 100.50 feet; thence North $19^{\circ} 22' 07''$ East 32.60 feet; thence South $85^{\circ} 24' 59''$ East 86.34 feet to the beginning of a non-tangent curve to the right having a radius of 275.00 feet; thence southwesterly 50.75 feet along said curve through a central angle of $10^{\circ} 34' 24''$, said curve being subtended by a chord which bears South $39^{\circ} 25' 18''$ West 50.68 feet; thence South $44^{\circ} 42' 30''$ West 17.33 feet; thence North $45^{\circ} 17' 30''$ West 6.62 feet to the beginning of a non-tangent curve to the left having a radius of 387.00 feet; thence southwesterly 226.63 feet along said curve through a central angle of $33^{\circ} 33' 11''$, said curve being subtended by a chord which bears South $37^{\circ} 29' 54''$ West 223.41 feet to the POINT OF BEGINNING. Containing 33,829 square feet (0.78 acres) more or less.

-End of Description-

See Exhibit 'B7' 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 those portions of said parcels as a temporary easement for construction purposes.



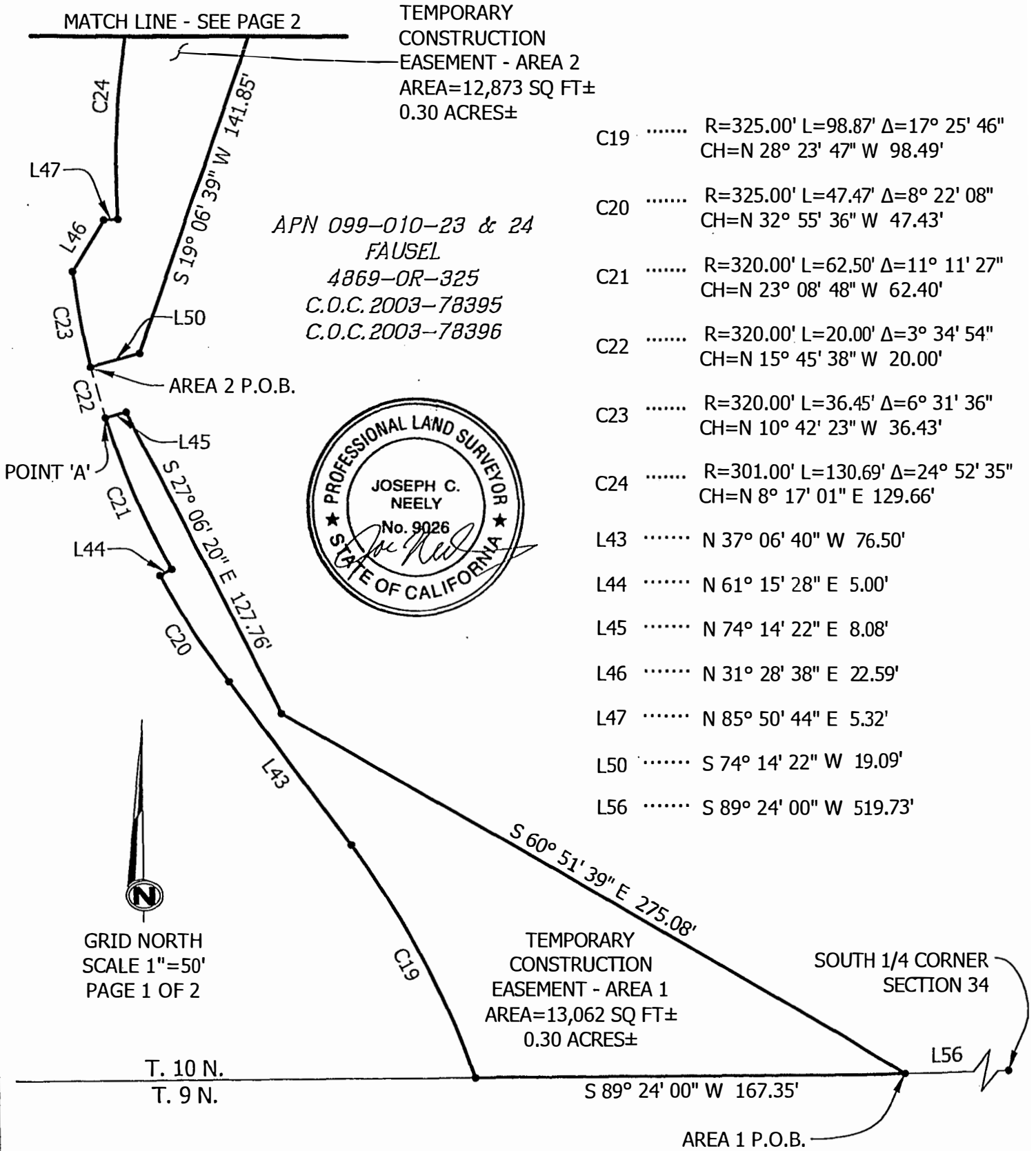
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 2/5/19



EXHIBIT 'B7'

Situate in the Southeast 1/4 of the Southwest 1/4 of Section 34
 T. 10 N., R. 11 E., M.D.M.
 County of El Dorado, State of California

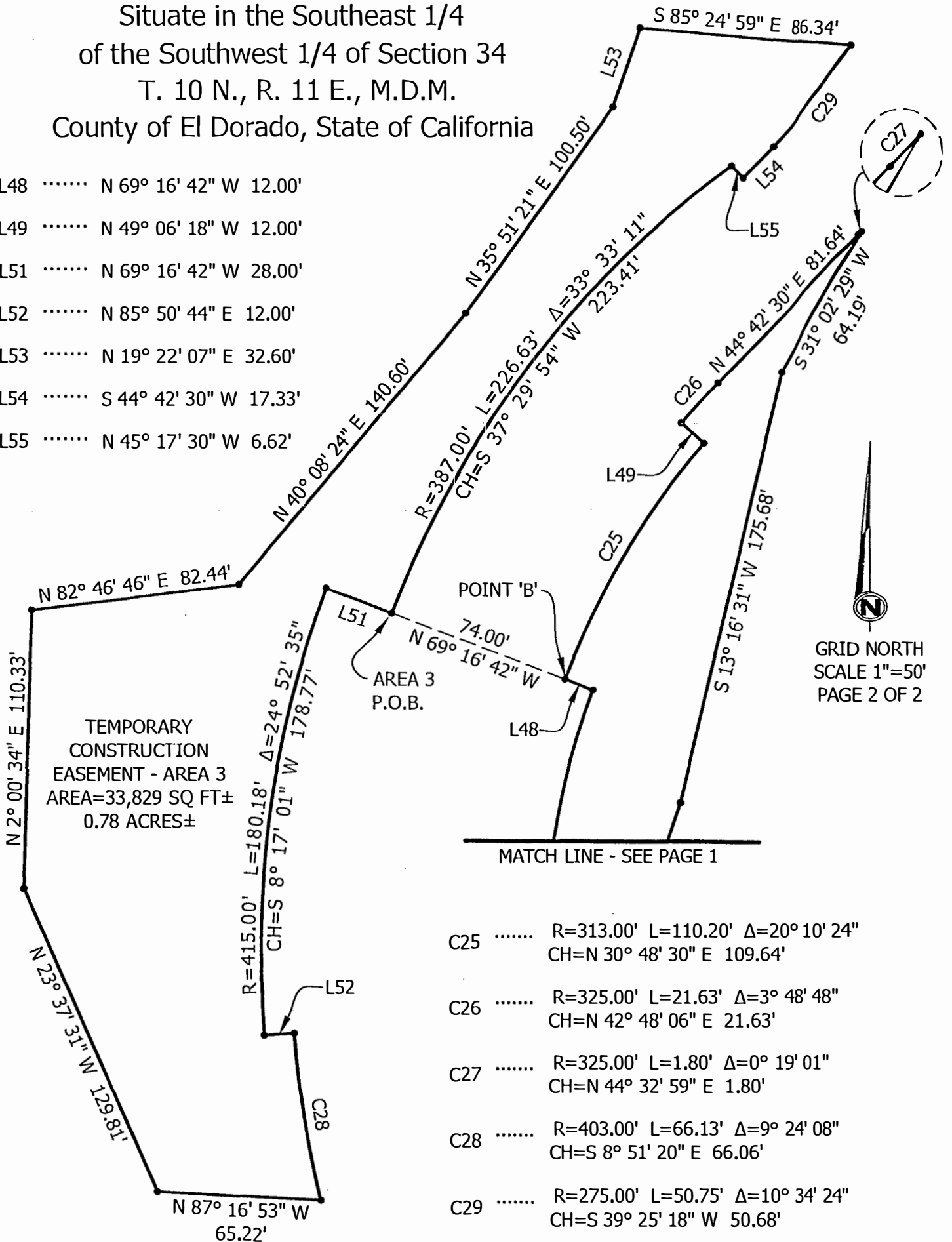


- C19 R=325.00' L=98.87' Δ=17° 25' 46"
 CH=N 28° 23' 47" W 98.49'
- C20 R=325.00' L=47.47' Δ=8° 22' 08"
 CH=N 32° 55' 36" W 47.43'
- C21 R=320.00' L=62.50' Δ=11° 11' 27"
 CH=N 23° 08' 48" W 62.40'
- C22 R=320.00' L=20.00' Δ=3° 34' 54"
 CH=N 15° 45' 38" W 20.00'
- C23 R=320.00' L=36.45' Δ=6° 31' 36"
 CH=N 10° 42' 23" W 36.43'
- C24 R=301.00' L=130.69' Δ=24° 52' 35"
 CH=N 8° 17' 01" E 129.66'
- L43 N 37° 06' 40" W 76.50'
- L44 N 61° 15' 28" E 5.00'
- L45 N 74° 14' 22" E 8.08'
- L46 N 31° 28' 38" E 22.59'
- L47 N 85° 50' 44" E 5.32'
- L50 S 74° 14' 22" W 19.09'
- L56 S 89° 24' 00" W 519.73'

EXHIBIT 'B7'

Situate in the Southeast 1/4
of the Southwest 1/4 of Section 34
T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California

- L48 N 69° 16' 42" W 12.00'
- L49 N 49° 06' 18" W 12.00'
- L51 N 69° 16' 42" W 28.00'
- L52 N 85° 50' 44" E 12.00'
- L53 N 19° 22' 07" E 32.60'
- L54 S 44° 42' 30" W 17.33'
- L55 N 45° 17' 30" W 6.62'



TEMPORARY
CONSTRUCTION
EASEMENT - AREA 3
AREA=33,829 SQ FT±
0.78 ACRES±

- C25 R=313.00' L=110.20' Δ=20° 10' 24"
CH=N 30° 48' 30" E 109.64'
- C26 R=325.00' L=21.63' Δ=3° 48' 48"
CH=N 42° 48' 06" E 21.63'
- C27 R=325.00' L=1.80' Δ=0° 19' 01"
CH=N 44° 32' 59" E 1.80'
- C28 R=403.00' L=66.13' Δ=9° 24' 08"
CH=S 8° 51' 20" E 66.06'
- C29 R=275.00' L=50.75' Δ=10° 34' 24"
CH=S 39° 25' 18" W 50.68'

GRID NORTH
SCALE 1"=50'
PAGE 2 OF 2

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

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

**APN: 099-010-023 & -024
Seller: Fausel
Project #: 77135**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated October 17th, 2019, from **DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 090-010-023 & -024

Dated this 19th day of November, 2019.

COUNTY OF EL DORADO

By:




Sue Novasel, Chair
Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By:



Deputy Clerk

Recording Requested By, & When Recorded

Mail to: El Dorado Irrigation District
c/o Aaron Dinsdale, RWA
2890 Mosquito Road
Placerville, CA 95667

Documentary Transfer Tax \$ ___ RTT 11922

___ Computed on full value of property conveyed

___ Or computed on full value less liens and encumbrances remaining at time of sale.

Signature of declarant of agent determining tax

Permission to use pipeline from Grantor

Project Name: Lateral 9.75 at Hank's Exchange Bridge

Parcel No.: 099-010-023 & -024

For County Recorder Use Only

GRANT OF NON-EXCLUSIVE EASEMENT

DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997, hereinafter called GRANTOR, does hereby grant to the **EL DORADO IRRIGATION DISTRICT, its successors and assigns**, hereinafter called GRANTEE, permanent and non-exclusive right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

DESCRIBED IN EXHIBIT 'A8' AND DEPICTED IN EXHIBIT 'B8' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved in writing by the Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed their names this 17 day of

October, 2019.

GRANTORS: DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997

By: David W. Fausel
David W. Fausel, Trustee

By: Deanna M. Fausel
Deanna M. Fausel, Trustee

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF El Dorado

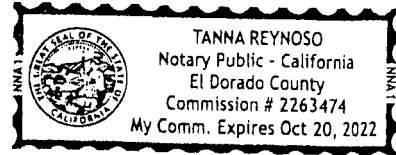
On October 17th 2019, before me, Tanna Reynoso,
a Notary Public, personally appeared David W. Fausel & Deanna M. Fausel,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are)
subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

Tanna Reynoso

Notary Public in and for said County and State



Notary Public Seal

EXHIBIT 'A8'

All that certain real property situate in the Southeast Quarter of the Southwest Quarter of Section 34, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcels described in those certain certificates of compliance recorded as document numbers 2003-78395 and 2003-78396 in the official records of El Dorado County more particularly described as follows:

A strip of land 20.00 feet wide, the centerline of which is described as follows: BEGINNING at a point on the southerly line of said Southeast Quarter which bears South 89° 24' 00" West 706.12 feet from the South One-Quarter Corner of said Section 34, said POINT OF BEGINNING being the beginning of a non-tangent curve to the left having a radius of 600.00 feet; thence 129.85 feet along said curve through a central angle of 12° 23' 58", said curve being subtended by a chord which bears North 26° 08' 33" West 129.59 feet; thence North 32° 20' 32" West 84.07 feet; thence North 12° 39' 28" East 30.41 feet to the POINT OF TERMINUS.

The side lines of the above described strip to be extended or shortened to meet at angle points and to begin at the southerly line of said Southeast Quarter.

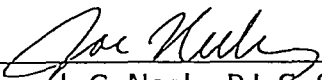
Containing 4,887 square feet (0.11 acres) more or less.

-End of Description-

See Exhibit 'B8' 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 parcels as an easement for waterline purposes.



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

Dated 8/5/19 _____

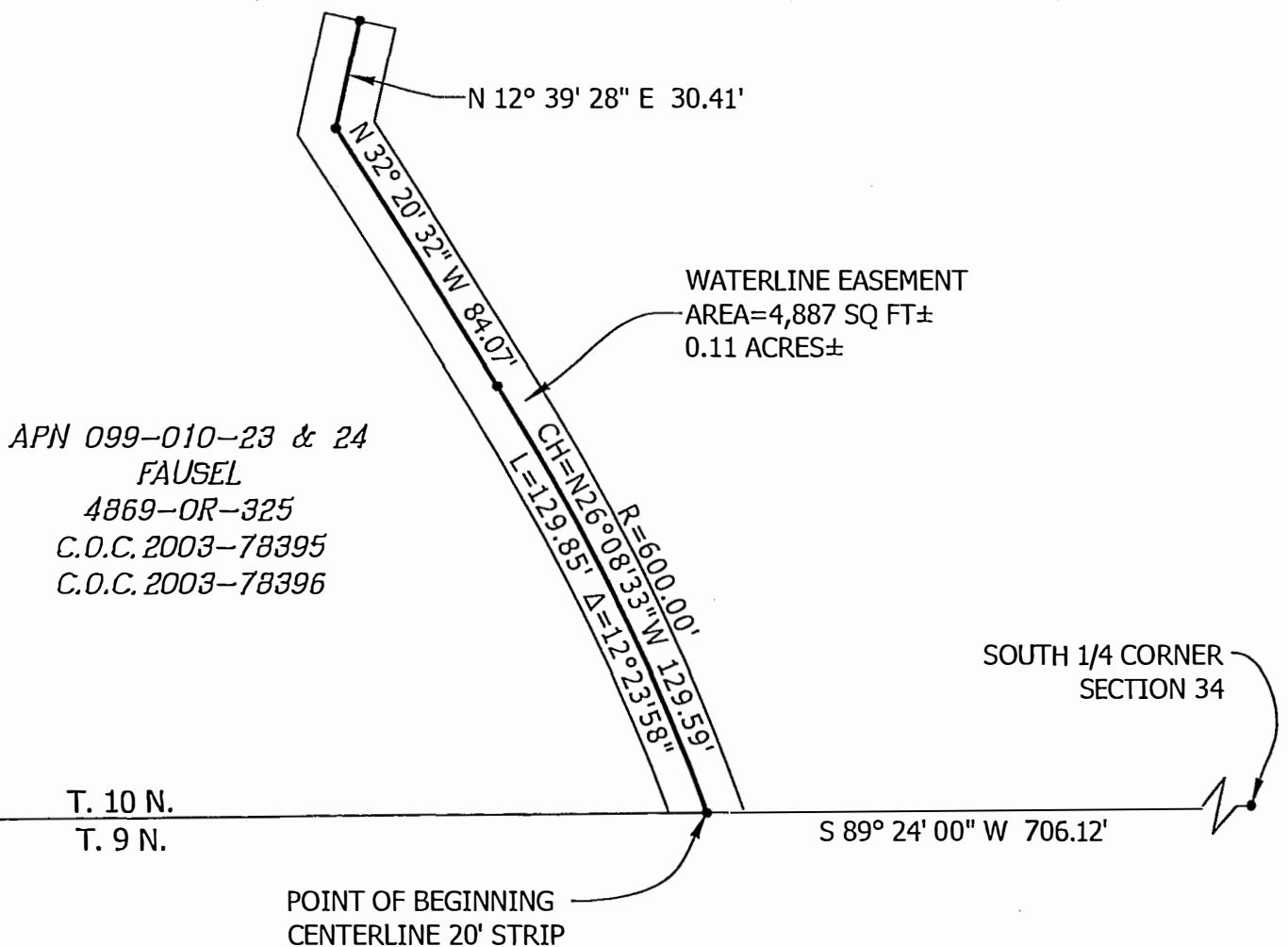


EXHIBIT 'B8'

Situate in the Southeast 1/4 of the Southwest 1/4 of Section 34
T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California



GRID NORTH
SCALE 1"=50'



CF0057D AERIAL

AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY

2700 Watt Avenue, Room 3473

SACRAMENTO, CA 95821

ATTN: RIGHT OF WAY OFFICE

Location: County of El Dorado, State of California

Document Transfer Tax \$

- Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less liens & Encumbrances
Remaining at Time of Sale

Consideration of Value Less Than \$100.00

Signature of declarant or agent determining tax:

Agent:

A01KZ3D PLVLCA11 TB 73

Por. Sec. 34, T10N, R11E, MDB&M

A.P. No.: 099-010-023 & -024

R/W File No.: 61833-01

GRANT OF EASEMENT

DAVID W. FAUSEL AND DEANNA M. FAUSEL AS TRUSTEES UNDER DECLARATION OF TRUST DATED FEBRUARY 24, 1997, "Grantors", hereby grants to **PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T")**, its successors, assigns, lessees and agents, "Grantee(s)", an easement to construct, reconstruct and maintain (place, operate, inspect, repair and remove) such aerial communication facilities as Grantee(s) may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductors and necessary fixtures and appurtenances in, over, under and upon that certain real property in the County of El Dorado, State of California, described as follows:

As described in Exhibit "A9" and depicted in Exhibit "B9", attached

This legal description was prepared pursuant to Section 8730c of the Business and Professions Code.

Grantor(s) also grant(s) to Grantee(s) the right to trim such tree foliage and to cut such limbs and roots on said property as may be necessary for the protection of said facilities.

Grantor(s) shall not erect or construct any building or other structure or drill or operate any well within said easement.

Grantee(s) shall be responsible for damage caused intentionally or by its negligence or willful misconduct while exercising the rights granted herein.

The provisions hereof shall inure to the benefit of and bind successors and assigns of the respective parties hereto.

A01KZ3D PLVLCA11 TB 73
APN: 099-010-023 & -024
R/W File No.: 61833-01

Por. Sec. 34, T10N, R11E, MDB&M

The person or persons signing below represent that they are the only parties with an interest in the property described herein.

Executed this 17 day of Oct, 2019.

David W. Fausel
DAVID W. FAUSEL, TRUSTEE, Grantor

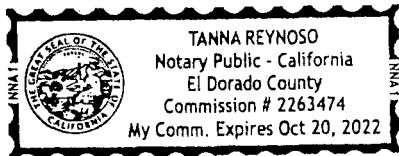
Deanna M. Fausel
DEANNA M. FAUSEL, TRUSTEE, Grantor

STATE OF CALIFORNIA
COUNTY OF El Dorado

ALL PURPOSE ACKNOWLEDGMENT

On October 17th, 2019, before me, Tanna Reynoso, Notary Public, personally appeared David W. Fausel & Deanna M. Fausel 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
Tanna Reynoso
Notary Public in and for said State

EXHIBIT 'A9'

All that certain real property situate in the Southeast Quarter of the Southwest Quarter of Section 34, Township 10 North, Range 11 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcels described in those certain certificates of compliance recorded as document numbers 2003-78395 and 2003-78396 in the official records of El Dorado County more particularly described as follows:

A strip of land 5.00 feet wide, the centerline of which is described as follows: BEGINNING at a point on the southerly line of said Southeast Quarter which bears South $89^{\circ} 24' 00''$ West 744.30 feet from the South One-Quarter Corner of said Section 34, thence from said POINT OF BEGINNING North $31^{\circ} 19' 14''$ West 283.07 feet to a point hereinafter referred to as POINT 'A'; thence North $1^{\circ} 03' 44''$ West 232.10 feet to a point hereinafter referred to as POINT 'B'; thence North $41^{\circ} 40' 35''$ East 297.29 feet; thence North $34^{\circ} 25' 47''$ East 45.96 feet to the POINT OF TERMINUS.

The side lines of the above described strip to be extended or shortened to meet at angle points and to begin at the southerly line of said Southeast Quarter.

TOGETHER WITH:

A strip of land 5.00 feet wide, the centerline of which is described as follows: BEGINNING at the aforementioned POINT 'A'; thence South $73^{\circ} 48' 31''$ West 15.00 feet to the POINT OF TERMINUS.

TOGETHER WITH:

A strip of land 5.00 feet wide, the centerline of which is described as follows: BEGINNING at the aforementioned POINT 'B'; thence North $72^{\circ} 20' 12''$ West 15.00 feet to the POINT OF TERMINUS.

The side lines of the above described strips to be extended or shortened to meet at angle points.

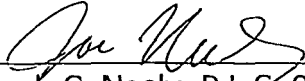
Containing 4,419 square feet (0.10 acres) more or less.

-End of Description-

See Exhibit 'B9' 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 parcels as an easement for public utilities purposes.



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

Dated 8/5/19 _____



EXHIBIT 'B9'

Situate in the Southeast 1/4 of the Southwest 1/4 of Section 34
T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California

