

Sellers: GRAHAM TRUST  
APN: 321-040-01  
Project#: 73360  
Escrow#: 205-15194

**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 **WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM, TRUSTEES OF THE WALDITH EVANS AND WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**, 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 a Right of Way Easement, as described and depicted in Exhibit B, and the exhibits thereto, and a Public Utility Easement, as described and depicted in Exhibit C, and the exhibits thereto, which are attached hereto and referred to hereinafter as "the Easements", on the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

**AGREEMENT**

**1. ACQUISITION**

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 and C, and the exhibits thereto, which are attached

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hereto and hereby incorporated by reference and made a part hereof.

**2. JUST COMPENSATION**

The just compensation for the Easements is in the amount of \$12,175.75 (Twelve Thousand One Hundred Seventy Five Dollars and 75/100 Cents) for a Right of Way Easement and \$40.50 (Forty Dollars and 50/100 Cents) for a Public Utility Easement, for a combined **total compensation of \$12,216.25 (Twelve Thousand Two Hundred Sixteen Dollars and 25/100 Cents)** for the acquisition of the Easements.

**3. ESCROW**

The acquisition of the Easements shall be consummated by means of **Escrow No. 205-15194** for APN 321-040-01 which has been opened at **Placer Title Company** ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easements. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than **December 31, 2014** unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and

Sellers WAS WEH

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

**5. TITLE**

Sellers shall, by Grant of Easements, grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, 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. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant of Easements being conveyed by Sellers, and as shown in Exhibits B and C and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. WARRANTIES**

Sellers warrant that:

- A. Sellers own the Property free and clear of all liens, licenses, claims, encumbrances,

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- 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.

#### **8. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements **Cold Springs Road Realignment, CIP No. #73360**, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

#### **9. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Easements are conveyed and purchased, and

Sellers *WAG WEL*



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Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

**10. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**11. REAL ESTATE BROKER**

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

**12. 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 Easements described and depicted in Exhibits B and C, and the exhibits thereto, together with County's Certificates of Acceptance.
  - (ii) Deliver the just compensation to Sellers.

Sellers WAGWES

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**13. TIME IS OF THE ESSENCE**

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

**14. 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.

**15. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to 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:** Waldith Evans Graham, Trustee  
William Arthur Graham, Trustee  
c/o Waldith Evans Graham and William Arthur Graham  
1991 Revocable Trust, 9/1/1991  
1095 Cold Springs Road  
Placerville, CA 95667;

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

Sellers *WAG WAG*

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**COPY TO: County of El Dorado  
CDA, Transportation Division  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667**

**16. BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

**17. GOVERNING LAW**

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

**18. HEADINGS**

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

**19. WAIVER**

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**20. ATTORNEY'S FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs,



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and expenses incurred in said action or proceeding.

**21. 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.

**22. CONSTRUCTION CONTRACT WORK**

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

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed right of way limits. Any trees that are 4 inches in diameter or greater will be removed, cut to eighteen inch (18") lengths and placed within Seller's property outside of any easements, at an exact location to be agreed upon by the County and Sellers.
- B. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately 6 inches inside the new property line, where applicable.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All fencing, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Sellers understand and agree that after completion of the work described, said fencing will be considered Sellers' sole property and Sellers will be responsible for its maintenance and repair.

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**23. 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 Number 321-040-01**) where necessary, to perform the work as described in Section 22 of this Agreement.

**24. EFFECTIVE DATE**

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

**25. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

**26. AUTHORIZED SIGNATURES**

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

**SELLERS:**            **Waldith Evans Graham, Trustee and**  
**William Arthur Graham, Trustee of**  
**The Waldith Evans Graham and William Arthur Graham**  
**1991 Revocable Trust, 9/1/1991**

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Sellers: GRAHAM TRUST  
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Date: 11-13-14

By: Waldith Evans Graham, Trustee  
Waldith Evans Graham, Trustee

Date: 11-13-14

By: William Arthur Graham Trustee  
William Arthur Graham, Trustee

**COUNTY OF EL DORADO:**

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

By: \_\_\_\_\_, Chair  
Board of Supervisors

**ATTEST:**

Clerk of the Board of Supervisors

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

Deputy Clerk

Sellers WAG WEA



Order No. 205-15194  
UPDATE  
Version 3

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 4 OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., LYING WEST OF THE CENTERLINE OF COLD SPRINGS ROAD, AS DELINEATED ON RECORD OF SURVEY BOOK 19 AT PAGE 41, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MARCH 13, 1992, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST QUARTER OF SAID PARCEL BEING THE WEST ONE-QUARTER CORNER OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., MARKED BY A 1-1/2 INCH CAPPED IRON PIPE STAMPED LS 3646-1976; THENCE NORTH 01 DEG 44' 08" WEST 806.82 FEET TO A POINT IN THE CENTERLINE OF COLD SPRINGS ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE COURSES: SOUTH 56 DEG 40' 15" EAST 211.32 FEET, SOUTH 08 DEG 10' 30" EAST 336.12 FEET, (RADIUS OF 270 DEG DELTA 76 DEG 59' 24"), AND SOUTH 20 DEG 19' 11" WEST 397.41 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE LEAVING SAID CENTERLINE NORTH 89 DEG 11' 08" WEST 118.98 FEET TO THE POINT OF BEGINNING.

A.P.N. 321-040-01-100

EXHIBIT B

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

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

**GRAHAM TRUST  
APN 321-040-01  
#73360 – Cold Springs Rd Realignment**

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, **WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM, AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**, 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. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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

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

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

EXHIBIT B

- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

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

**GRANTOR:            WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM,  
AS TRUSTEES OF THE WALDITH EVAND GRAHAM AND  
WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**

*Waldith Evans Graham, Trustee*  
Waldith Evans Graham, Trustee

*William Arthur Graham, Trustee*  
William Arthur Graham, Trustee

**(A Notary Public Must Acknowledge All Signatures)**



EXHIBIT B

Exhibit 'A'

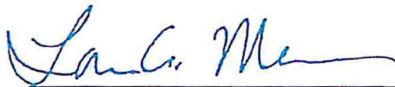
All that certain real property situate in Section 3, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular 3.81 acre parcel described in book 3823 at page 726 official records and as shown on that certain Record of Survey filed in book 19 of Surveys at page 41 official records said county and state described as follows:

Beginning on the southerly line of said parcel from which the southwest corner thereof bears North 89° 46' 27" West 75.67 feet, said corner being the west one-quarter corner of said section 3; thence from said POINT OF BEGINNING leaving said southerly line along a curve to the right having a radius of 595.00 feet, through a central angle of 06° 21' 51" an arc length of 66.09 feet, said curve being subtended by a chord which bears North 15° 39' 05" East 66.06 feet; thence North 18° 50' 01" East 281.69 feet to the beginning of a curve to the left having a radius of 320.00 feet; thence along said curve through a central angle of 76° 19' 45" an arc length of 426.30 feet, said curve being subtended by a chord which bears North 19° 19' 52" West 395.47 feet; thence North 57° 29' 44" West 99.88 feet to the westerly line of said parcel; thence along said line North 02° 19' 27" West 49.32 feet to the northwest corner of said parcel; thence leaving said westerly line, along the easterly line of said parcel South 57° 15' 34" East 211.29 feet to the beginning of a curve to the right having a radius of 269.96 feet; thence along said curve through a central angle of 76° 59' 27" an arc length of 362.76 feet, said curve being subtended by a chord which bears South 18° 45' 51" E 336.08 feet; thence South 19° 43' 52" West 397.35 feet to said southerly line of said parcel; thence along said line North 89° 46' 27" West 43.29 feet to the POINT OF BEGINNING, containing 48494 square feet or 1.11 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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



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

Dated: 07.12.2013



# EXHIBIT 'B'

Situate in Section 3, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California

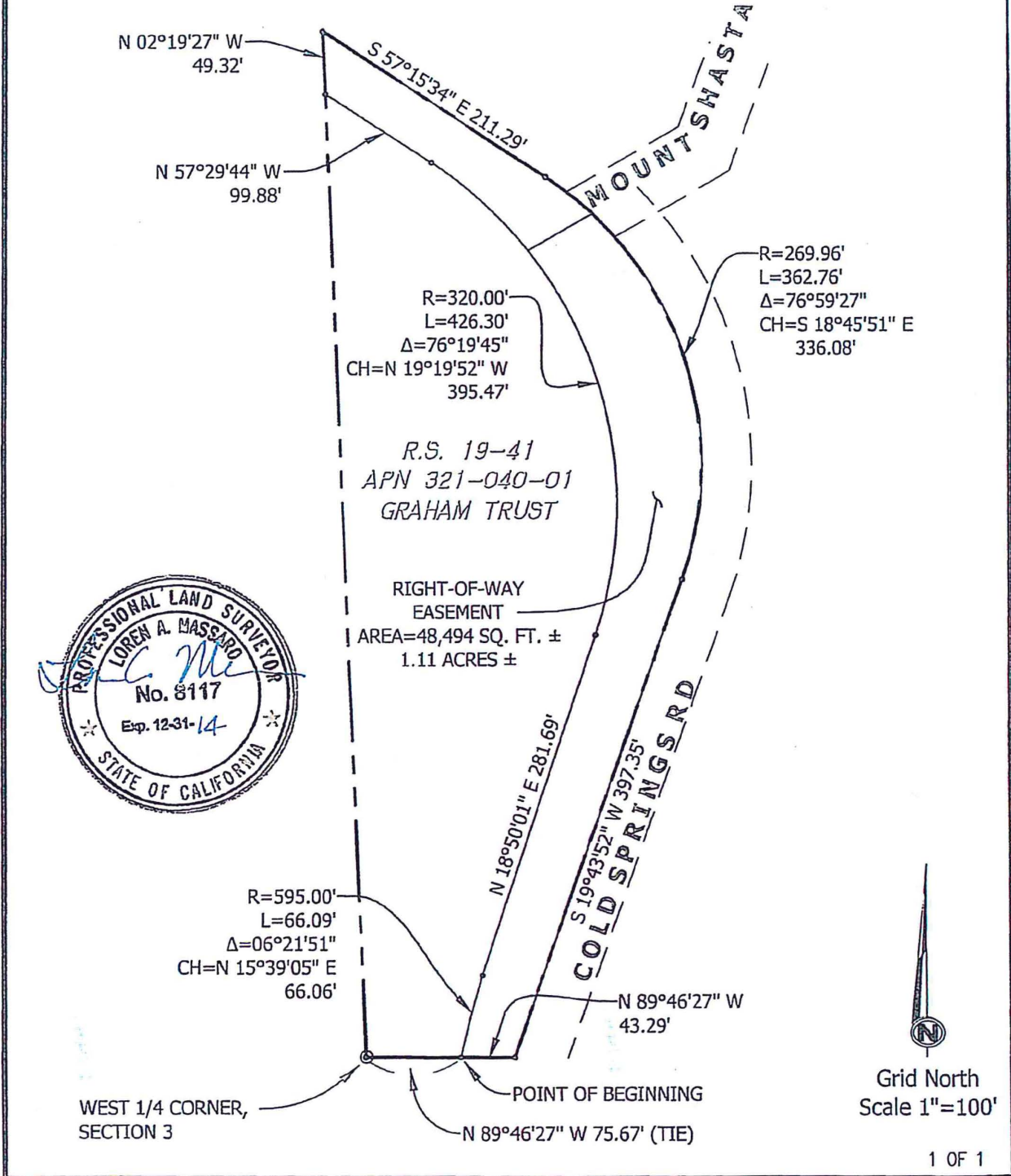




EXHIBIT C

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

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

**GRAHAM TRUST  
APN: 321-040-01  
#73360 – Cold Springs Rd Realignment**

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

Above section for Recorder's use

**GRANT OF PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM, AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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



EXHIBIT C

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

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

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

**GRANTOR:            WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM,  
AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND  
WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**

Waldith Evans Graham, Trustee  
Waldith Evans Graham, Trustee

William Arthur Graham Trustee  
William Arthur Graham, Trustee

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT C

**Exhibit 'A'**

All that certain real property situate in Section 3, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular 3.81 acre parcel described in book 3823 at page 726 official records and as shown on that certain Record of Survey filed in book 19 of Surveys at page 41 official records said county and state described as follows:

Beginning at a point from which the southwest corner of said parcel bears South 37° 50' 38" West 208.91 feet, said southwest corner being the west one-quarter corner of said section 3; thence from said POINT OF BEGINNING North 71° 09' 59" West 9.00 feet; thence North 18° 50' 01" East 20.00 feet; thence South 71° 09' 59" East 9.00 feet; thence South 18° 50' 01" West 20.00 feet to the POINT OF BEGINNING, containing 180 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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



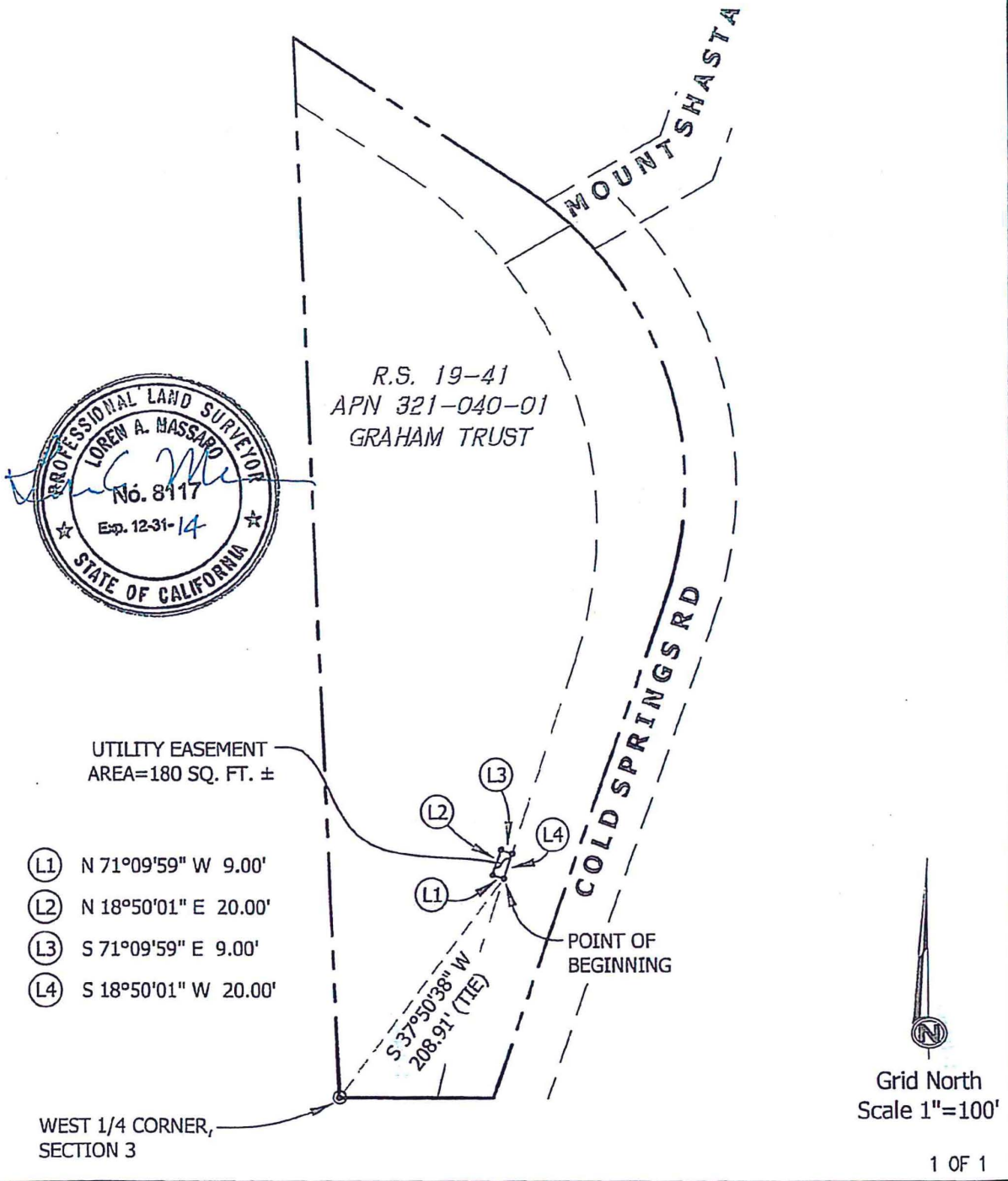
Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
Transportation Division  
El Dorado County

Dated: 06.20.2013



# EXHIBIT 'B'

Situate in Section 3, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California





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

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

**GRAHAM TRUST  
APN 321-040-01  
#73360 – Cold Springs Rd Realignment**

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**GRANT OF RIGHT OF WAY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM, AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**, 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,

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

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

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



- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

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

**GRANTOR:            WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM,  
AS TRUSTEES OF THE WALDITH EVAND GRAHAM AND  
WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**

*Waldith Evans Graham, Trustee*  
Waldith Evans Graham, Trustee

*William Arthur Graham, Trustee*  
William Arthur Graham, Trustee

**(A Notary Public Must Acknowledge All Signatures)**

## Exhibit 'A'

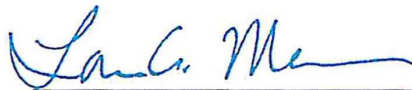
All that certain real property situate in Section 3, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular 3.81 acre parcel described in book 3823 at page 726 official records and as shown on that certain Record of Survey filed in book 19 of Surveys at page 41 official records said county and state described as follows:

Beginning on the southerly line of said parcel from which the southwest corner thereof bears North 89° 46' 27" West 75.67 feet, said corner being the west one-quarter corner of said section 3; thence from said POINT OF BEGINNING leaving said southerly line along a curve to the right having a radius of 595.00 feet, through a central angle of 06° 21' 51" an arc length of 66.09 feet, said curve being subtended by a chord which bears North 15° 39' 05" East 66.06 feet; thence North 18° 50' 01" East 281.69 feet to the beginning of a curve to the left having a radius of 320.00 feet; thence along said curve through a central angle of 76° 19' 45" an arc length of 426.30 feet, said curve being subtended by a chord which bears North 19° 19' 52" West 395.47 feet; thence North 57° 29' 44" West 99.88 feet to the westerly line of said parcel; thence along said line North 02° 19' 27" West 49.32 feet to the northwest corner of said parcel; thence leaving said westerly line, along the easterly line of said parcel South 57° 15' 34" East 211.29 feet to the beginning of a curve to the right having a radius of 269.96 feet; thence along said curve through a central angle of 76° 59' 27" an arc length of 362.76 feet, said curve being subtended by a chord which bears South 18° 45' 51" E 336.08 feet; thence South 19° 43' 52" West 397.35 feet to said southerly line of said parcel; thence along said line North 89° 46' 27" West 43.29 feet to the POINT OF BEGINNING, containing 48494 square feet or 1.11 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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



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

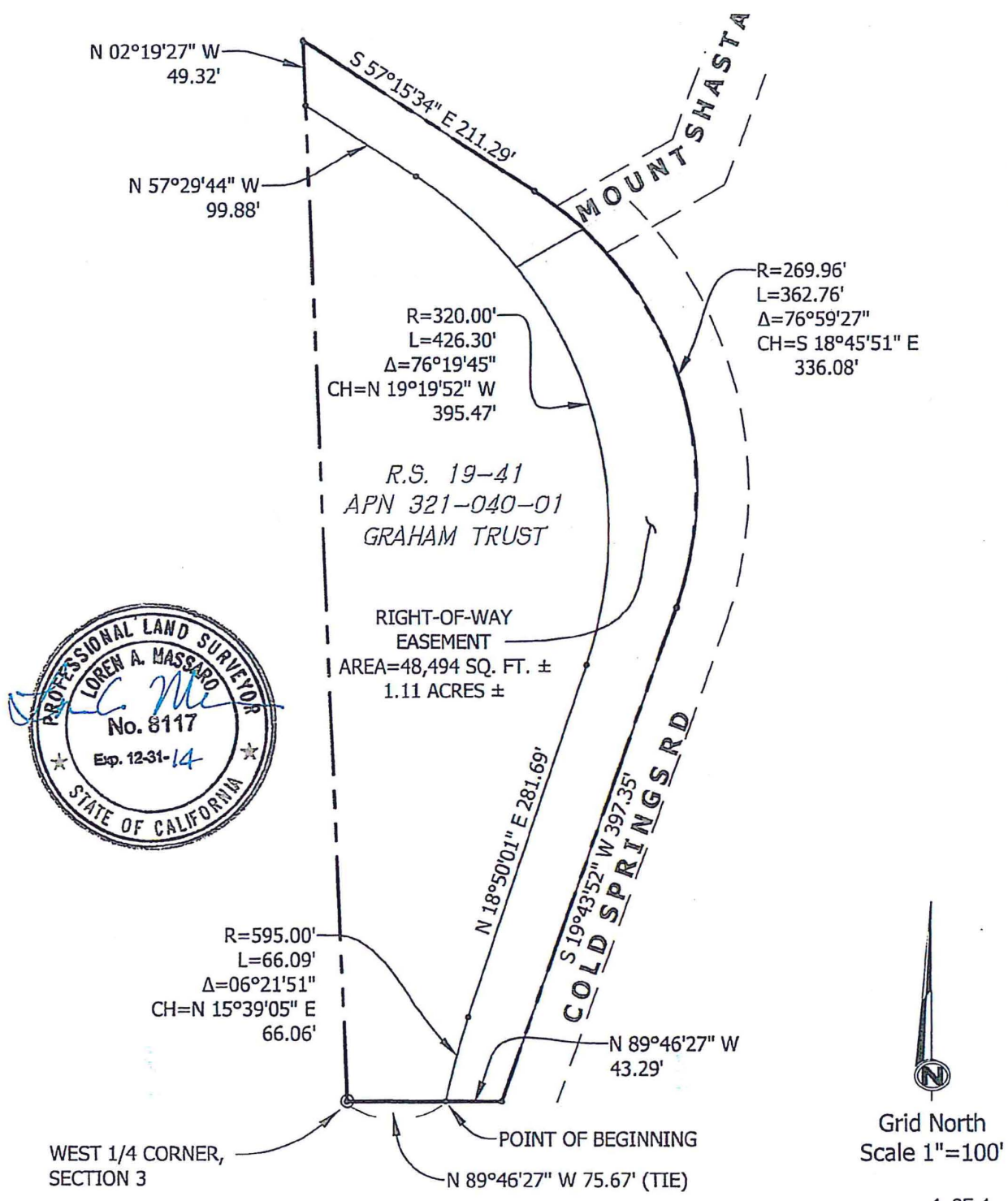
Dated: 07.12.2013



1 of 1

# EXHIBIT 'B'

Situate in Section 3, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California









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

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

**GRAHAM TRUST  
APN: 321-040-01  
#73360 – Cold Springs Rd Realignment**

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

Above section for Recorder's use

**GRANT OF PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM, AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

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

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

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

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

**GRANTOR:            WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM,  
                             AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND  
                             WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**

*Waldith Evans Graham, Trustee*  
Waldith Evans Graham, Trustee

*William Arthur Graham Trustee*  
William Arthur Graham, Trustee

**(A Notary Public Must Acknowledge All Signatures)**



## Exhibit 'A'

All that certain real property situate in Section 3, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular 3.81 acre parcel described in book 3823 at page 726 official records and as shown on that certain Record of Survey filed in book 19 of Surveys at page 41 official records said county and state described as follows:

Beginning at a point from which the southwest corner of said parcel bears South 37° 50' 38" West 208.91 feet, said southwest corner being the west one-quarter corner of said section 3; thence from said POINT OF BEGINNING North 71° 09' 59" West 9.00 feet; thence North 18° 50' 01" East 20.00 feet; thence South 71° 09' 59" East 9.00 feet; thence South 18° 50' 01" West 20.00 feet to the POINT OF BEGINNING, containing 180 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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

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



Dated: 06.20.2013

# EXHIBIT 'B'

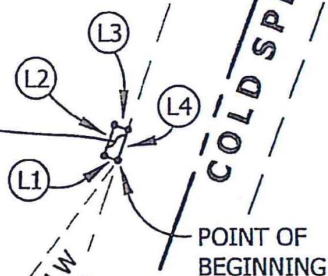
Situate in Section 3, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California



R.S. 19-41  
APN 321-040-01  
GRAHAM TRUST

UTILITY EASEMENT  
AREA=180 SQ. FT. ±

- (L1) N 71°09'59" W 9.00'
- (L2) N 18°50'01" E 20.00'
- (L3) S 71°09'59" E 9.00'
- (L4) S 18°50'01" W 20.00'



S 37°50'38" W  
208.91' (TIE)

WEST 1/4 CORNER,  
SECTION 3



Grid North  
Scale 1"=100'



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

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

**GRAHAM TRUST**  
**APN: 321-040-01**  
**#73360 – Cold Springs Rd Realignment**

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Public Utility Way Easement dated \_\_\_\_\_, 201\_\_, from **WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM, AS TRUSTEES OF THE WALDITH EVANS GRAHAM AND WILLIAM ARTHUR GRAHAM 1991 REVOCABLE TRUST, 9/1/1991**, 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: 321-040-01**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_,  
Chair  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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

CALIFORNIA ALL PURPOSE

ACKNOWLEDGMENT

State of California

County of El Dorado

On 11/13/2014 before me, Vanessa M Cothran, notary public.  
(here insert name and title of the officer)

Personally appeared William Arthur Graham and Walden

Evans Graham

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

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

WITNESS my hand and official seal.

Signature Vanessa M Cothran

(Seal)



CALIFORNIA ALL PURPOSE

ACKNOWLEDGMENT

State of California

County of El Dorado

On 11/13/2014 before me, Vanessa M Cothran, notary public  
(here insert name and title of the officer)

Personally appeared William Arthur Graham and Waldith  
Evans Graham

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

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

WITNESS my hand and official seal.

Signature Vanessa M Cothran

(Seal)

