

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

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

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

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

Above section for Recorder's use

**GRANT OF AERIAL EASEMENT**

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

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

**Reservations of Use**

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

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

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

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

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

COUNTY will use federal funds for the acquisition of the land rights for this Project. COUNTY has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. COUNTY has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement.

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

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

COUNTY, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that;

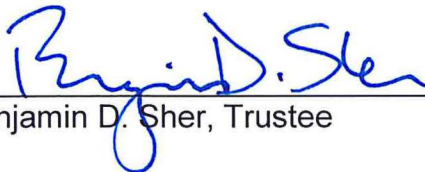
(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;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

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

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

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 14<sup>th</sup> day of August, 2020.

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

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

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A2'

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

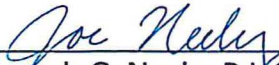
COMMENCING at the Southeast corner of said parcel; thence along the easterly line of said parcel North 5°14'09" West, 143.75 feet; thence leaving said easterly line South 39°27'20" West, 19.92 feet to the POINT OF BEGINNING; thence North 50°32'40" West, 388.00 feet; thence South 39°27'20" West, 60.00 feet; thence South 50°32'40" East, 388.00 feet; thence North 39°27'20" East, 60.00 feet to the POINT OF BEGINNING. Containing 23,280 square feet (0.53 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

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

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

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

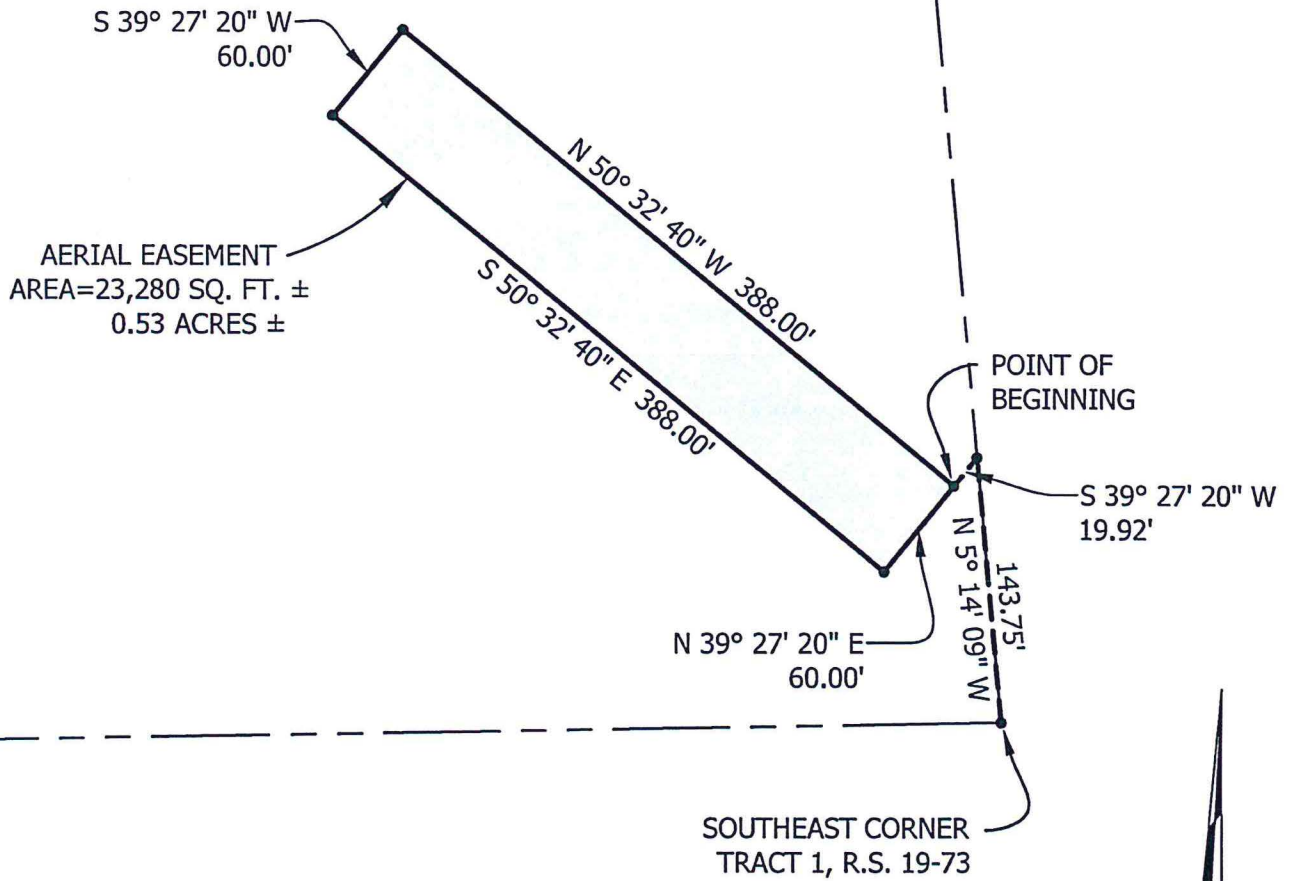
Dated 9/25/2019



# EXHIBIT 'B2'

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

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



Grid North  
Scale 1"=100'

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 8-14-2020 before me, Kyle Lassner Notary  
Public,

Date

(here insert name and title of the officer)

personally appeared Benjamin D. Sher

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant of Aerial Easement Number of Pages: 5

Document Date: 8-14-2020 Other: Ø

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

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

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

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant of Aerial Easement dated \_\_\_\_\_, 20\_\_\_\_, from Benjamin D. Sher, Trustee of the Benjamin D. Sher Living Trust dated 10/28/1996, 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: 084-030-014

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

**COUNTY OF EL DORADO**

By:

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

ATTEST:

Clerk of the Board of Supervisors

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