



El Dorado, County Recorder
William Schultz Co Recorder Office

DOC- 2015-0006926-00

Acct 6-PLACER TITLE CO

Tuesday, FEB 24, 2015 11:44:22

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Nbr-0001662041

MMF / C1 / 1-15

Recording Requested By & When Recorded
Mail To:
Board of Supervisors, El Dorado County
330 Fair Lane
Placerville, CA 95667

Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922
Exempt from Recording Fees per Government
Code Section 27383

APN: Portion of 325-300-32-100

For County Recorder's Use Only

GRANT OF EASEMENT

COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "Grantor", grants to JOHN V, BRIGGS AKA JUNIOR VERN BRIGGS AND CARMEN BRIGGS, TRUSTEES OF THE BRIGGS FAMILY TRUST, DATED MARCH 30, 1992, hereinafter referred to as "Grantee", the following non-exclusive easements over, upon, and across a portion of that certain real property situated in the unincorporated area of the County of El Dorado, State of California:

DESCRIBED IN EXHIBITS A-1 to A-3 and DEPICTED IN EXHIBITS B-1 to B-3, attached hereto and by reference made a part hereof ("Easement Area").

A. For good and valuable consideration, as more specifically described in the Option Agreement For Exchange of Real Property entered into by Grantor and Grantee dated December 17, 2013 ("Option Agreement") the receipt and sufficiency of which is hereby acknowledged, said easements are granted under the express conditions listed below:

1. A **Non-exclusive Driveway and Public Utilities Easement** over, upon and across a portion of the existing driveway to the County's jail and over that additional portion of the County's remaining property necessary to provide access to the property being acquired by Grantee, generally depicted as "Easement No. 1" as described in "Exhibit A-1" and as depicted in "Exhibit B-1," attached hereto and by reference is made part hereof. As a condition of Grantor granting said easement, Grantee shall execute a driveway maintenance agreement with Grantor to equitably share the costs of future driveway maintenance and repair based on use.
2. A twenty-foot wide **Non-exclusive Public Sewer Easement** from the existing manhole at the southwest corner of Grantor's property to the Grantee's adjacent

property generally depicted as "Easement No. 2" as described in "Exhibit A-2" and as depicted in "Exhibit B-2," attached hereto and by reference is made a part hereof.

3. A twenty-foot wide **Non-Exclusive Sewer Easement** along the southeast boundary of the County Jail property to the existing 6" County Jail sanitary sewer line for the purpose of connecting a sanitary sewer service to Grantee's property, generally depicted as "Easement No. 3" as described in "Exhibit A-3" and as depicted in "Exhibit B-3," attached hereto and by reference is made a part hereof, provided that if Grantee connects to the existing jail sewer line, then Grantee is responsible for all costs of construction of the sewer line extension and all costs to upsize the existing sewer line to provide capacity for the existing County Jail and Grantor's property, if upsizing is determined to be necessary by the City of Placerville. Grantee shall enter into a proportionate maintenance and repair agreement with Grantor for the ongoing maintenance and repair of the existing sewer line serving the County Jail based on use, with the exception that Grantee shall not be responsible for the equipment cost, or installation, modification, or replacement nor the cost of operation and maintenance of any mechanical interceptors or similar devices installed by Grantor to prevent jail inmates from flushing inappropriate materials into the public sewer system. Grantee shall either pay a proportionate share, based on use, of the cost of upsizing the existing County Jail sanitary sewer line to accommodate a future expansion of the County Jail at such time as the Jail expansion is constructed, or terminate Grantee's connection to the existing County Jail sewer line at that time in favor of connecting to a sewer system constructed for Grantee's "Ray Lawyer Drive Commercial Subdivision."

B. Upon the future development of the parcel that will be transferred to Grantee pursuant to the Option Agreement where such future development is complementary in use to Grantor's property as determined by Grantor in its sole discretion, Grantor agrees to grant to Grantee:

1. A non-exclusive right, from time to time, to trim and cut down, at Grantee's sole cost and expense, the native understory vegetation and the trees ("vegetation management") within the License Area described in **Exhibit A-4** and as depicted in **Exhibit B-4**, provided Grantee shall not commence any vegetation management activities unless and until Grantee has provided prior written notice to Grantor of Grantee's planned vegetation management activities and a right of entry agreement is executed upon terms mutually acceptable to Grantor and Grantee; and
2. In a location yet to be determined on Grantor's property and mutually acceptable to Grantor and Grantee, an easement for the limited purpose of providing pedestrian ingress and egress to Grantee's property that is reasonably suited to both Grantor and

Grantee's needs, provided said easement does not materially interfere with the present or future use by and operation and activities of Grantor on its property.

- C. Grantee shall maintain the Easement Area and the License Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area and the License Area. The operation and maintenance of such improvements and of the Easement Area and License Area shall be at Grantee's sole cost and expense. Grantee shall, at its sole cost and expense, comply with all laws, statutes, ordinances, rules, regulations, or requirements related to Grantee's use of and activities within the Easement Area and License Area.
 - D. Grantee shall conduct its activities within the Easement Area and License Area in such a manner so as not to endanger public health and safety or the environment, create a nuisance or otherwise be incompatible with Grantor's use of the Easement Area, License Area and Grantor's property, or interfere with the present or future use by and operations and activities of Grantor within the Easement Area and License Area. If Grantor determines that Grantee's activities in any way endanger the Easement Area and License Area or Grantor's property, the environment, or public health and safety, Grantor may, in its sole discretion, require that Grantee halt all such activities until appropriate protective measures are taken to Grantor's satisfaction. Grantor's right to halt activities shall not in any way affect, alter, or relieve Grantee from any of its obligations hereunder.
 - E. Grantee's use of the Easement Area and License Area shall be at its sole risk and expense. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights granted herein. Grantee shall promptly repair and restore to its original condition any of Grantor's property that may be altered, damaged or destroyed in connection with the use of the Easement Area and the License Area.
 - F. Grantee shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless Grantor, its successors and assigns, from any and all liability, arising out of any damage or injury to any person, including the Grantor, or to property of any kind whatsoever and to whomsoever belonging, including the Grantor, and from any cause(s) attributable to or related to Grantee's activities and exercise of the rights granted herein, except for matters arising out of the sole negligence or willful misconduct of the Grantor or its agents or the acts or omissions of any third parties acting independently. Grantee acknowledges that all claims arising out of or in any way connected with releases or discharges of any hazardous substance, or any other potential environmental hazards, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area and License Area, and all costs, expenses, and liabilities for environmental investigation, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, and other response costs,
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including reasonable attorneys' fees and any fines and penalties imposed for violation of applicable laws relating to the environment or health and safety, are expressly within the scope of the indemnity set forth herein.

- G. Grantor reserves the right to use the Easement Area and License Area for any and all purposes which will not unreasonably interfere with Grantee's exercise of the rights granted herein.

GRANTOR

COUNTY OF EL DORADO

By: 
Brian Veerkamp, Chair
Board of Supervisors

Date: 2-18-15

GRANTEE

BRIGGS FAMILY TRUST, DATED MARCH 30, 1992

By: 
John V. Briggs

Date: Feb 23, 2015

By: 
Carmen Briggs

Date: Feb 23, 2015

(All signatures must be acknowledged by a Notary Public)

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 the document.

State of California)

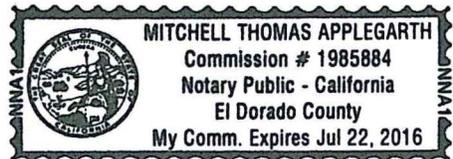
)ss.

County of El Dorado)

On 2/18/15 before me, Mitchell Thomas Applegarth, Notary Public, personally appeared Brian Veerkamp, 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 Mitchell Thomas Applegarth (Seal)



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 the document.

STATE OF CALIFORNIA
COUNTY OF EL DORADO

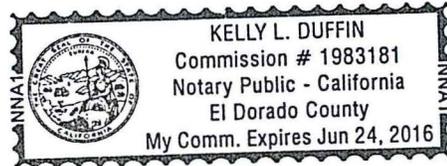
On 2-23-15 before me, KELLY L DUFFIN, Notary Public,
personally appeared JOHN V BRIGGS AND CARMEN BRIGGS

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: Kelly L Duffin
Commission Expiration Date: 6-24-16



Easement No. 1

Exhibit 'A-1'

A portion of that certain real property described in Book 582 of Official Records at Page 253 of Official Records, on file in office of the El Dorado County Recorder being a portion of Section 13 Township 10 North, Range 10 East, M.D.M., City of Placerville, County of El Dorado, State of California, also being a portion of that certain 24.99 acre parcel shown on that certain Record of Survey filed in Book 24, Page 35 of the Official Records of said County and State more particularly described as follows:

A strip of land fifty feet in width, twenty-five feet on each side of the following described centerline:

COMMENCING at an angle point on the westerly boundary of said Record of Survey, as being marked by a 3/4" capped iron pipe stamped "LS 1820" Said angle point being at the southwesterly terminus of the line segment labeled on said Record of Survey as "North 52°46'53" East 94.09 feet"; Thence North 52°46'53" East along said westerly boundary 66.60 feet to the POINT OF BEGINNING: Said Point of Beginning being the beginning of a non-tangent curve concave to the northwest having a radius of 70.00 feet, from which a radial line bears North 69°43'05" East; thence leaving said westerly boundary, through a central angle of 51°41'03" a distance of 63.14 feet, said curve being subtended by a chord which bears South 05°33'40" West 61.03 feet; thence South 31°24'08" West 242.84 feet to the beginning of a curve concave to the northeast having a radius of 100.00 feet; thence southeasterly along said curve, through a central angle of 80°42'19" a distance of 140.86 feet, said curve being subtended by a chord which bears South 08°57'00" East 129.50 feet; thence South 49°18'11" East 26.40 feet to the beginning of a curve concave to the northwest having a radius of 37.50 feet; thence northeasterly along said curve, through a central angle of 93°18'58" a distance of 61.08 feet, said curve being subtended by a chord which bears North 84°02'20" East 54.55 feet; thence North 38°03'26" East 149.39 feet to the beginning of a curve concave to the southeast having a radius of 100.00 feet; thence northeasterly along said curve, through a central angle of 29°29'23" a distance of 51.47 feet, said curve being subtended by a chord which bears North 52°48'10" East 50.90 feet; thence North 67°32'49" East 177.71 feet to the terminus of the herein described line at the southerly boundary of that certain real property described in Document 2015 -0006925 on file in the Official Records of said County and State. Containing 45,620 square feet more or less.

The side lines of said 50 foot easement to be extended or shortened to terminate at the said boundaries of said Record of Survey and Document.

Together with a slope easement contiguous to road, five (5.00) feet beyond the top of cut or toe of fill for road and slope maintenance purposes.

See Exhibit 'B-1' attached hereto and made a part hereof.

-End of Description-

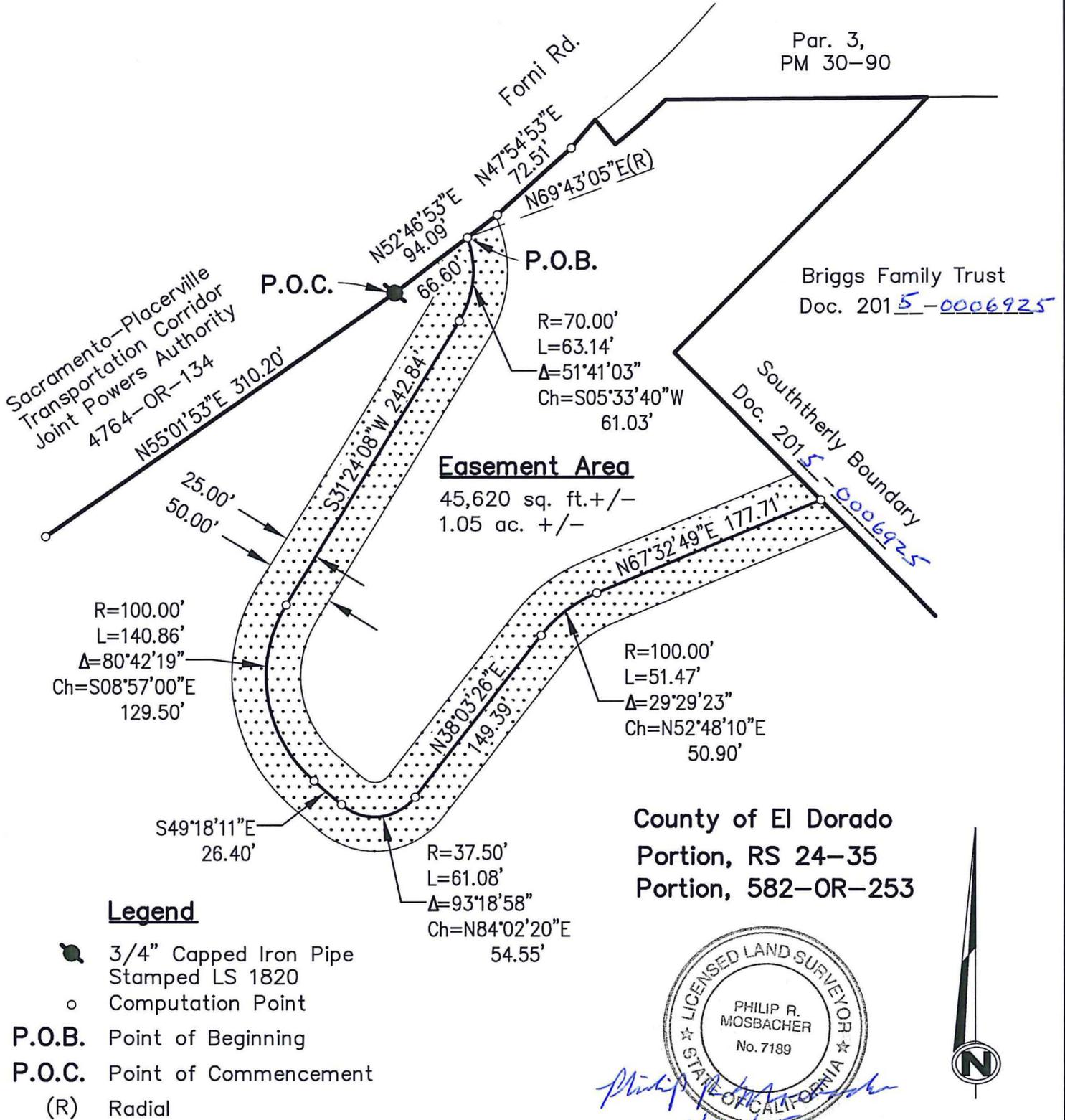
The purpose of this description is to describe that portion of said parcel for road and public utility purposes.

Philip R. Mosbacher 1/30/15
Philip R. Mosbacher, P.L.S. 7189 Date

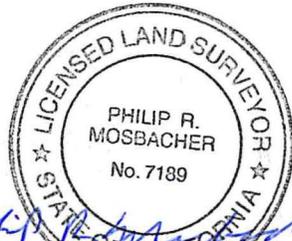


Exhibit 'B-1'

Situate in Section 13, T. 10 N., R. 10 E., M.D.M.
 City of Placerville, County of El Dorado, State of California
 Scale 1" = 100'



County of El Dorado
 Portion, RS 24-35
 Portion, 582-OR-253



Philip R. Mosbacher
 11/30/15



Easement No. 2 Exhibit 'A-2'

A portion of that certain real property described in Book 576 of Official Records at Page 46, on file in office of the El Dorado County Recorder being a portion of Section 13 Township 10 North, Range 10 East, M.D.M., City of Placerville, County of El Dorado, State of California, also being a portion of that certain 24.99 acre parcel shown on that certain Record of Survey filed in Book 24, Page 35 of the Official Records of said County and State more particularly described as follows:

A strip of land twenty feet in width, ten feet on each side of the following described centerline:

BEGINNING at a point on the southeasterly boundary of said 24.99 acre parcel, from which the Southwest corner of said Record of Survey bears South 43°12'23" West 29.61 feet; thence leaving said southeasterly boundary, North 47°39'57" West 73.68 feet to the terminus of the herein described line at the southwesterly boundary of said Record of Survey.

Containing 1,474 square feet, more or less.

The side lines of said 20 foot easement to be extended or shortened to terminate at the said boundaries of said Record of Survey.

See Exhibit 'B-2' attached hereto and made a part hereof.

-End of Description-

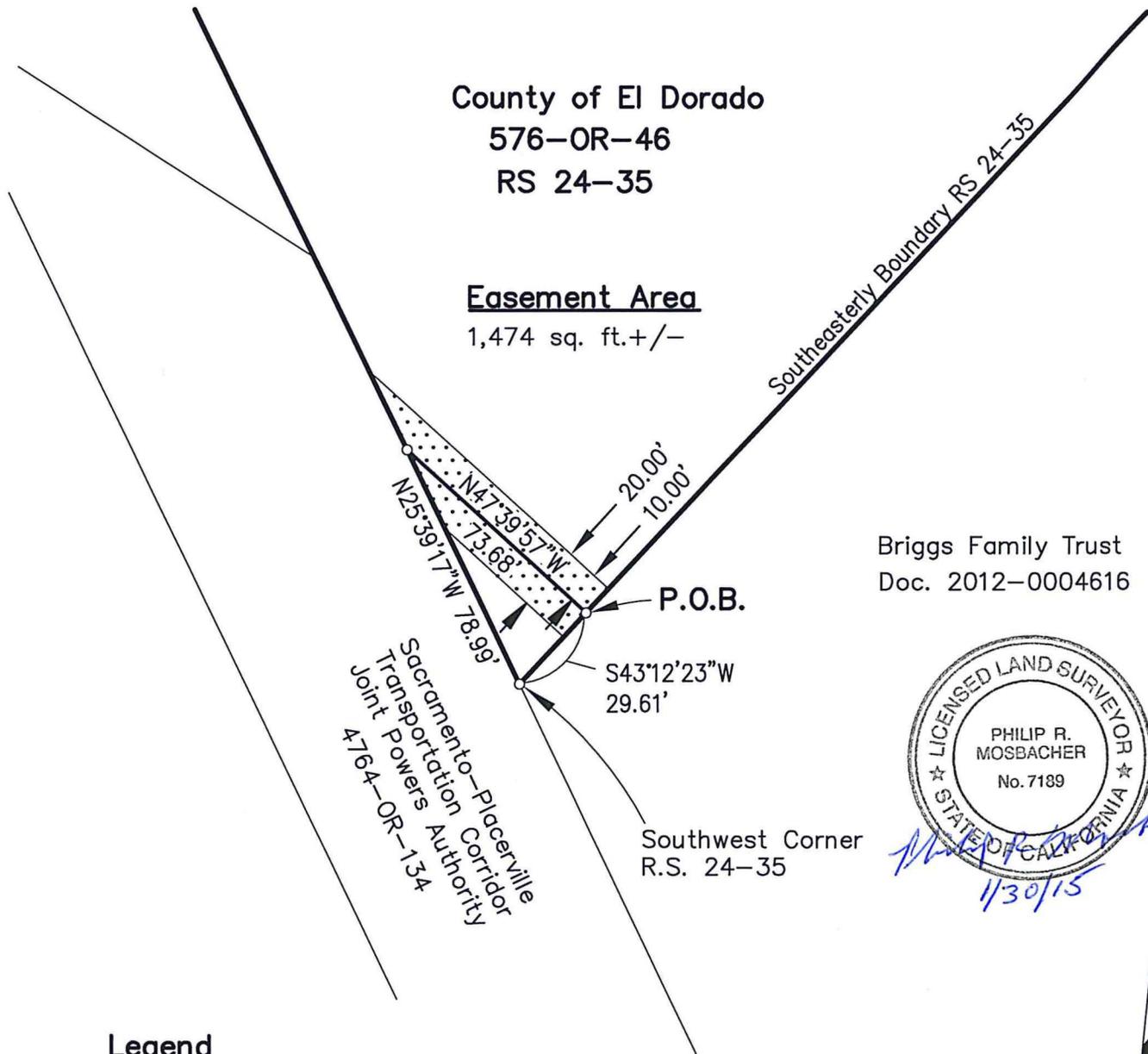
The purpose of this description is to describe that portion of said parcel for a sewer easement.

Philip R. Mosbacher 1/30/15
Philip R. Mosbacher, P.L.S. 7189 Date

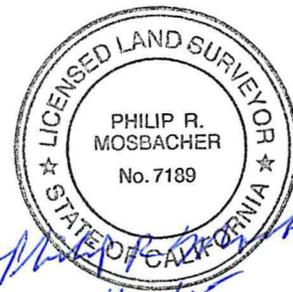


Exhibit 'B-2'

Situate in Section 13, T. 10 N., R. 10 E., M.D.M.
City of Placerville, County of El Dorado, State of California
Scale 1" = 50'



Briggs Family Trust
Doc. 2012-0004616



Legend

- Computation Point
- P.O.B. Point of Beginning

Easement No. 3 Exhibit 'A-3'

A portion of that certain real property described in Book 582 of Official Records at Page 253, on file in office of the El Dorado County Recorder being a portion of Section 13 Township 10 North, Range 10 East, M.D.M., City of Placerville, County of El Dorado, State of California, also being a portion of that certain 24.99 acre parcel shown on that certain Record of Survey filed in Book 24, Page 35 of the Official Records of said County and State more particularly described as follows

A strip of land twenty feet in width, ten feet on each side of the following described centerline:

Commencing at the angle point in the easterly boundary of said Record of Survey filed in Book 24, Page 35, as being marked by a 3/4" capped iron pipe stamped "LS 1820". Said angle point being at the northerly terminus of the line segment labeled on said Record of Survey as "South 43°12'23" West 1,489.98 feet"; thence along the southeasterly boundary of said Record of Survey, South 43°12'23" West 269.90 feet to the southerly boundary of that certain real property described in Document 2015-0006925 of Official Records on file in said County; thence leaving said southeasterly boundary along the southerly boundary of said document, North 44°54'09" West 10.00 feet to the POINT OF BEGINNING; thence South 43°12'23" West 83.33 feet; thence South 61°31'50" West 115.18 feet thence South 43°12'23" West 113.04 feet to the terminus of the herein described line.

Containing 6,231 square feet more or less.

The side lines of said 20 foot easement to be extended or shortened to terminate at the southerly boundary of said document 2015-0006925.

See Exhibit 'B-3' attached hereto and made a part hereof.

-End of Description-

The purpose of this description is to describe that portion of said parcel for a sewer easement.

Philip R. Mosbacher 1/30/15
Philip R. Mosbacher, P.L.S. 7189 Date



Exhibit 'B-3'

Situate in Section 13, T. 10 N., R. 10 E., M.D.M.
City of Placerville, County of El Dorado, State of California
Scale 1" = 100'

County of El Dorado
Portion, RS 24-35
Portion, 582-OR-253

Briggs Family Trust
Doc. 2015-0006925

P.O.C.

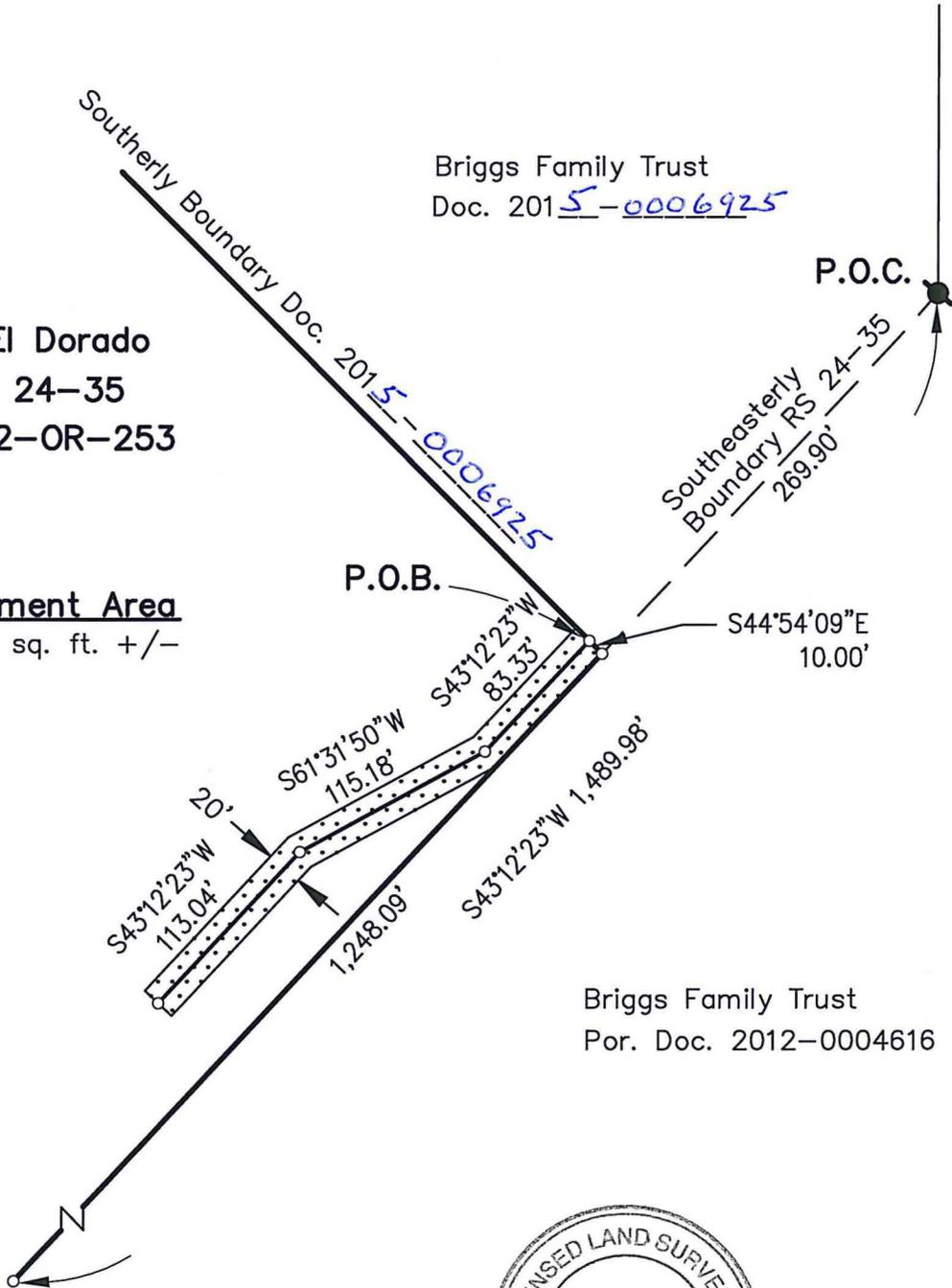
Easement Area
6,231 sq. ft. +/-

P.O.B.

Southeasterly Boundary RS 24-35
269.90'

S44°54'09"E
10.00'

Briggs Family Trust
Por. Doc. 2012-0004616



Legend

-
-
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement

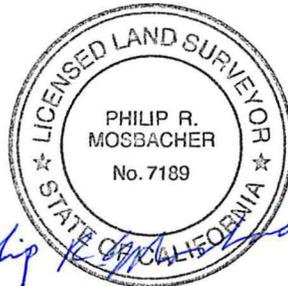


Exhibit 'A-4'

A portion of that certain real property described in Book 582 of Official Records at Page 253, on file in office of the El Dorado County Recorder being a portion of Section 13 Township 10 North, Range 10 East, M.D.M., City of Placerville, County of El Dorado, State of California, also being a portion of that certain 24.99 acre parcel shown on that certain Record of Survey filed in Book 24, Page 35 of the Official Records of said County and State more particularly described as follows

All that portion of said real property described in said Book 582 of Official Records at Page 253 lying northwesterly and northeasterly of the following described line:

BEGINNING at a point on the northern boundary of said Record of Survey in Book 24, Page 35, from which the Northeast corner of said Record of Survey marked by a 3/4" capped iron pipe stamped "LS 1820" bears North 89°36'28" East 397.75 feet; Said POINT OF BEGINNING also being the Northwest corner of that certain real property described in Document 2015-0006925 of Official Records on file in said County, thence leaving said northern boundary of said Record of Survey and along the western boundary of said document, South 45°05'51" West 262.92 feet; thence leaving said western boundary, North 44°54'09" West 161.26 feet to the terminus of the herein described line at the western boundary of said Record of Survey.

Containing 0.64 acres more or less.

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

-End of Description-

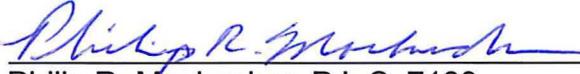
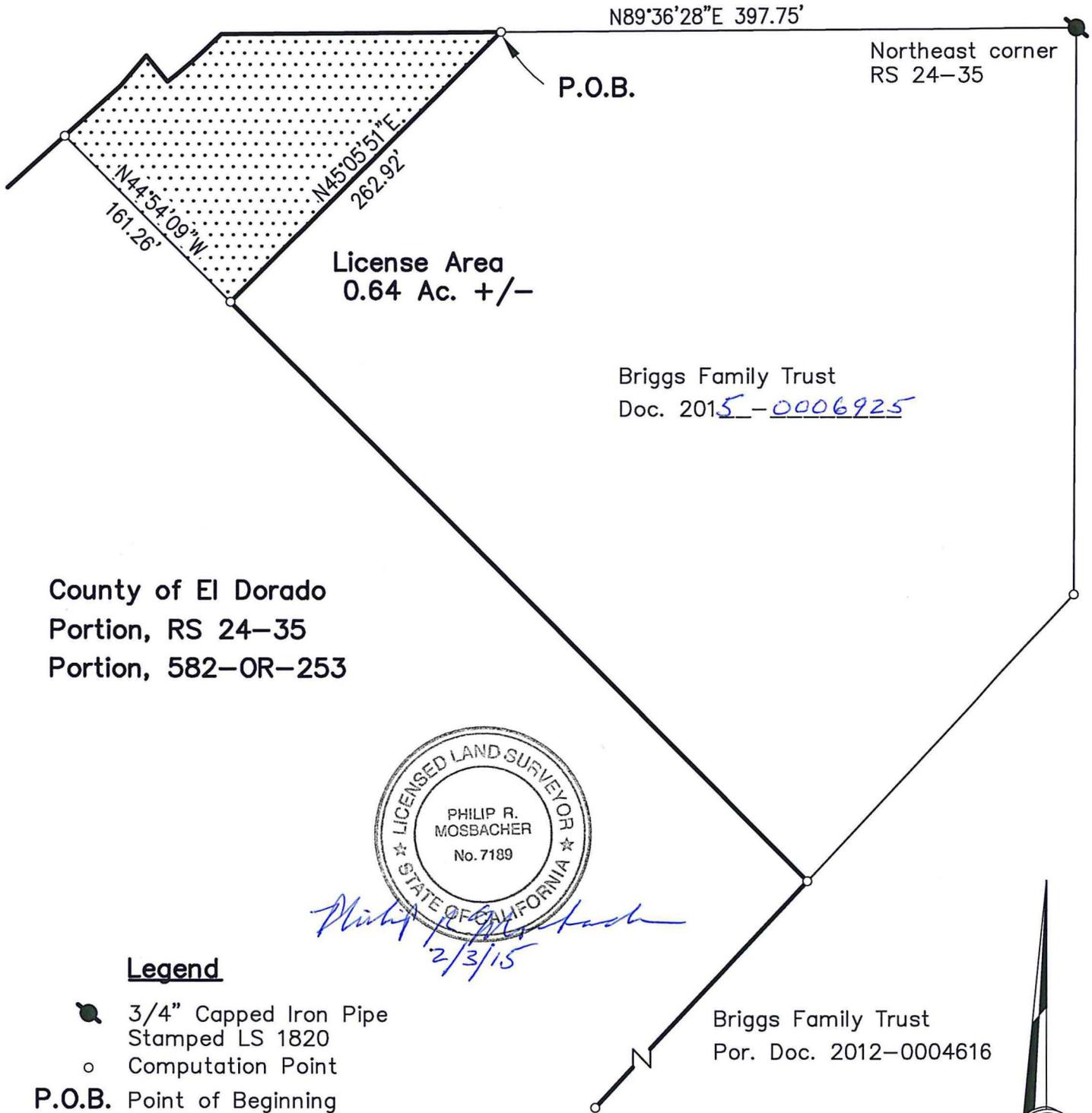

Philip R. Mosbacher, P.L.S. 7189 2/3/15
Date



Exhibit 'B-4'

Situate in Section 13, T. 10 N., R. 10 E., M.D.M.
City of Placerville, County of El Dorado, State of California
Scale 1" = 100'



- Legend**
- 3/4" Capped Iron Pipe
Stamped LS 1820
 - Computation Point
 - P.O.B. Point of Beginning

