

# EL DORADO COUNTY BOARD OF SUPERVISORS

## AGENDA ITEM TRANSMITTAL

Meeting of October 24, 2006

**AGENDA TITLE:** US Hwy. 50/Missouri Flat Rd. Interchange Project #71317:

Approval of Easement Acquisition Agreement and Certificates of Acceptance; Mary A. Robinson, As Trustee of "Marital Gift Trust" Under Trust Agreement Dated August 5, 1997

**DEPARTMENT:** Transportation

**DEPT SIGNOFF:**

**CAO USE ONLY:**

**CONTACT:** Pete Feild, R/W Manager

**DATE:** 10/3/2006

**PHONE:** 621-7666

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

The Department of Transportation recommends the Board of Supervisors:

- 1) Approve the Easement Acquisition Agreement for Assessor's Parcel Number 327-130-13, owned by Mary A. Robinson, As Trustee of "Marital Gift Trust" Under Trust Agreement Dated August 5, 1997.
- 2) Authorize the Chairman to sign the Easement Acquisition Agreement, and the Certificates of Acceptance for the Deeds associated with the Agreement.
- 3) Authorize the Director of Transportation or designee to execute Escrow Instructions and any other related escrow documents pertaining to the transaction, including the payment of title and escrow fees.

**CAO RECOMMENDATIONS:** Recommend approval. Laura A. Gill 10/16/06

Financial impact? ☒ Yes ☐ No

Funding Source: ☐ Gen Fund ☒ Other

**BUDGET SUMMARY:**

Other: G. P. TIM, RIP and MC & FP funds

Total Est. Cost \$10,200.00

**CAO Office Use Only:**

**Funding**

4/5's Vote Required ☐ Yes ☒ No

Budgeted \$10,200.00

Change in Policy ☐ Yes ☒ No

New Funding

New Personnel ☐ Yes ☒ No

Savings

**CONCURRENCES:**

Other

Risk Management N/A

Total Funding \$10,200.00

County Counsel ☒

Change in Net County Cost \$0.00

Other

**\*Explain**

**BOARD ACTIONS:**

Vote: Unanimous \_\_\_\_\_ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

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

Attest: Cindy Keck, Board of Supervisors Clerk

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



**MAINTENANCE DIVISION:**

2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.  
Director of Transportation

Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE:**

2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



October 3, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**Subject: U.S. Hwy. 50/Missouri Flat Road Interchange Project #71317;  
Approval of Easement Acquisition Agreement and Certificates of Acceptance;  
Mary A. Robinson, As Trustee of "Marital Gift Trust" Under trust Agreement Dated  
August 5, 1997**

**Meeting Date: October 24, 2006**  
**District/Supervisor: District 3 / Jack Sweeney**

Dear Board Members:

**Recommendations:**

The Department of Transportation recommends the Board of Supervisors:

- 1) Approve the Easement Acquisition Agreement for Assessor's Parcel Number 327-130-13, owned by Mary A. Robinson, As Trustee of "Marital Gift Trust" Under Trust Agreement Dated August 5, 1997.
- 2) Authorize the Chairman to sign the Easement Acquisition Agreement, and the Certificates of Acceptance for the Deeds associated with the Agreement.
- 3) Authorize the Director of Transportation or designee to execute Escrow Instructions and any other related escrow documents pertaining to the transaction, including the payment of title and escrow fees.

**Background:**

The US Hwy. 50/Missouri Flat Road Interchange Project #71317 requires that a portion of the subject property be acquired for right of way purposes, in order to construct the new interchange.

On July 18, 2006, your Board authorized DOT's Right of Way Unit to engage in negotiations to acquire the subject property. The proposed purchase is consistent with the appraisal report prepared by Bender Rosenthal Inc. The appraisal report estimated the fair market value for the easement acquisitions of portions of the subject property, based upon current market data and comparable sales.





**Reasons for Recommendation(s):**

The acquisition of portions of the subject property are necessary in order to acquire the necessary right of way to accommodate the construction of the new interchange at U.S. Highway 50 and Missouri Flat Road, including the widening of Missouri Flat Road adjacent to the property.

**Fiscal Impact:**

The U.S. Hwy. 50/Missouri Flat Road Interchange Improvement Project, including the subject property acquisition costs of \$8,200 for portions of the property to be utilized for a public utilities easement and a temporary construction easement, plus title and escrow fees of approximately \$2,000, for a total of \$10,200, and are funded by a combination of General Plan Traffic Impact Mitigation fees (G.P. TIM), Regional Improvement Program funds, and Master Circulation & Funding Plan program. It is anticipated that right of way costs are to be funded with local funds, and sufficient funds are currently available for this acquisition.

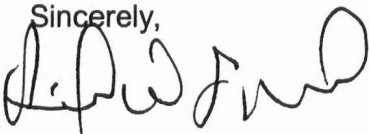
**Net County Cost:**

There is no net County cost associated with this agenda item.

**Action to be Taken Following Approval:**

- 1) Chairman of the Board to execute the Easement Acquisition Agreement with Mary A. Robinson, As Trustee of "Marital Gift Trust" Under Trust Agreement Dated August 5, 1997 and the Certificates of Acceptance for the easement acquisitions.
- 2) Director of Transportation or designee to sign the Escrow Instructions and any related escrow documents pertaining to the transactions.
- 3) All executed documents, and all funds necessary to close the escrows, to be provided to the title company for final audit and recording.

Sincerely,

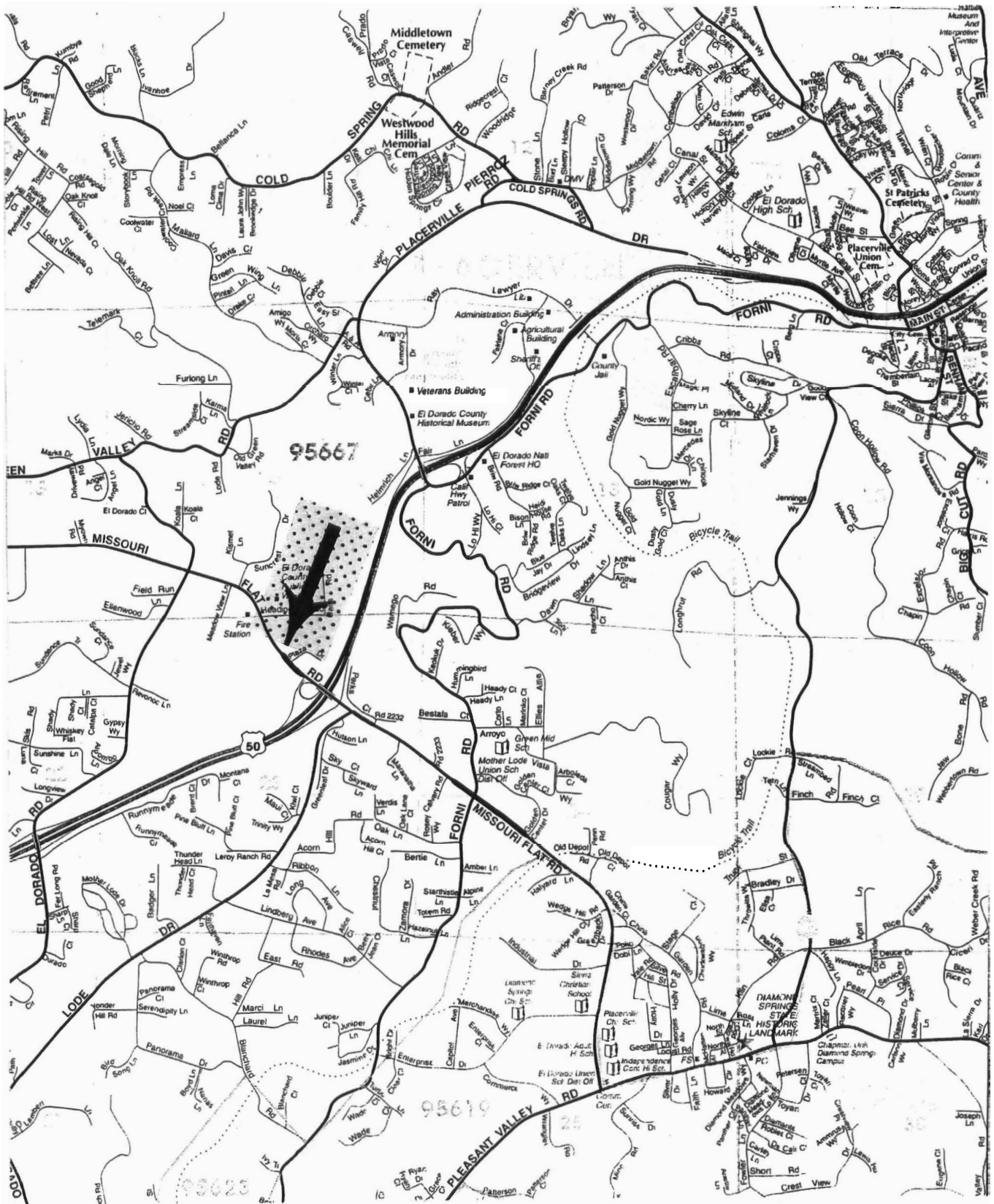
A handwritten signature in black ink, appearing to read "Richard W. Shepard", written over a horizontal line.

Richard W. Shepard, P.E.  
Director of Transportation

Attachments: Vicinity Map



# Vicinity Map





Contract #: 06-1250

Item Submitted: US Hwy 50/Missouri Flat Rd. Interchange Project #71317;  
Easement Acquisition Agreement; Robinson, APN #327-130-13

## CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT: DOT**

Department: Transportation  
Dept. Contact: Pete Feild  
Phone: Julie Duchscherer  
Department Head: Ext. 7666/5922

Signature: [Signature]

Richard W. Shepard, P.E. 9/18/06  
Director of Transportation

**CONTRACTOR:**

Name: Mary Robinson  
Re: 3927 Missouri Flat Rd.  
Address: 2826 Pleasant Street  
Placerville, CA 95667  
Phone: 622-1172

RECEIVED  
1 2006  
El Dorado County Counsel

**CONTRACTING DEPARTMENT: Transportation**

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: X

Compliance verified by: Master Routing List

**COUNTY COUNSEL: (must approve all contracts and MOUs)**

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 9/28/06 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**PLEASE FORWARD TO RISK MANAGEMENT: N/A per Master Routing List**

Index Code: 305100

User Code: 71317J

**RISK MANAGEMENT:**

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).**

Department(s): \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

9/20/2006

DATE

7/15/06  
OF  
INDEX NO. 305100



Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
Escrow#: 205-9770

### **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 the MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997, referred to herein as ("Seller"), with reference to the following facts:

#### **RECITALS**

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as a Public Utilities Easement (PUE) as described and depicted in Exhibit B and the exhibits thereto and a Temporary Construction Easement (TCE) as described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Easement Acquisition Properties", 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:

Seller's Initials MaR





Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
Escrow#: 205-9770

## **AGREEMENT**

### **1. ACQUISITION**

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Easement Acquisition Properties, as described in the attached as described and depicted in the attached Exhibits B and C and the exhibits thereto. The terms of the PUE and TCE shall be those set forth in Exhibits B and C respectively, which are attached hereto and hereby incorporated by reference and made a part hereof.

### **2. JUST COMPENSATION**

The just compensation for the Easement Acquisition Properties is in the amount of **\$2,600.00 for the PUE and \$5,600.00 for the TCE, for a total of \$8,200.00 (Eight-Thousand Two-Hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement Acquisition Properties is \$8,200.00.

### **3. ESCROW**

The acquisition of the Easement Acquisition Properties shall be consummated by means of Escrow No. 205-9770, 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 PUE and TCE from Seller to County for the Easement Acquisition Properties.



Seller: Robinson  
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Escrow#: 205-9770

Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than November 30, 2006, 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 PUE and TCE; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall, by PUE and TCE, grant to County the Easement Acquisition Properties, free and clear of title defects, liens, and encumbrances that would render the Easement Acquisition Properties unsuitable for their intended purpose, as outlined herein.

**6. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements,



Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
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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. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Slope Easement and TCE.

#### **7. 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 PUE by County shall commence upon the date of the recording of the PUE by County. The amount of the Purchase Price shown in Section 2 herein includes, but is not limited to, full payment for such possession and use of the PUE, including damages to property described in said easement, if any. Damages for the purpose of this agreement does not include damages to surrounding property by County or anyone in County's employment or acting for County that are due to negligent acts of said person(s) during the construction or maintenance of the PUE.



Seller: Robinson  
APN: 327-130-13  
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**8. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Seller may have relating to project for which the Easement Acquisition Properties are conveyed and purchased and Seller hereby waives any and all claims of Seller relating to project that may exist on the date of this Agreement.

**9. 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.

**10. REAL ESTATE BROKER**

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

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

- A. Seller shall execute and deliver to Escrow Holder the PUE and the TCE for the Easement Acquisition Properties 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





Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
Escrow#: 205-9770

PUE and TCE.

C. Escrow Holder shall:

- (i) Record PUE and TCE for the Easement Acquisition Properties described and depicted in Exhibits B and C and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

**12. TIME IS OF THE ESSENCE**

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

**13. BEST EFFORTS**

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

**14. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or immediately after being received by the Seller or County by registered or



Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
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certified mail, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER:** Mary A. Robinson, Trustee  
2826 Pleasant Street  
Placerville, CA 95667

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

**COPY TO:** County of El Dorado  
Department of Transportation  
Attn: Right of Way Program Manager  
2850 Fairlane Ct.  
Placerville, CA 95667

**15. 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.

**16. 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.



Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
Escrow#: 205-9770

**17. HEADINGS**

The heading 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.

**18. 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.

**19. 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.

**20. LEASE WARRANTY PROVISION**

Seller warrants that there is one oral or written lease on all or any portion of the property exceeding a period of one month with Jason Noceti, Sole Proprietor, DBA West Coast Customs.

**21. CONSTRUCTION CONTRACT WORK**

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.



Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
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**22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number: 327-130-13) where necessary to perform the replacement and/or reconstruction as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance.

**23. 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.

**24. 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.





Seller: Robinson  
APN: 327-130-13  
Project#: 71317  
Escrow#: 205-9770

**SELLER:**

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST  
AGREEMENT DATED AUGUST 5, 1997

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

By: Mary A Robinson 9/18/06  
MARY A. ROBINSON, TRUSTEE

COUNTY OF EL DORADO:

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

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

James R. Sweeney, Chairman of the Board  
Board of Supervisors

ATTEST: CINDY KECK  
Clerk of the Board of Supervisors

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



**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:

**PARCEL NO. ONE:**

COMPRISING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M.

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, A POINT IN THE CENTER OF THE COUNTY ROAD LEADING FROM DIAMOND SPRINGS TO MISSOURI FLAT FROM WHICH POINT THE NORTH 1/4 CORNER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., BEARS NORTH 52 DEGREES 14 MINUTES WEST 605.62 FEET; THENCE FROM THE PLACE OF COMMENCEMENT NORTH 72 DEGREES 29 MINUTES EAST 382.96 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 36 DEGREES 56 MINUTES EAST 123.70 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 56 DEGREES 33 MINUTES 30 SECONDS WEST 421.89 FEET TO THE SOUTHWEST CORNER, A POINT IN THE CENTER OF SAID ROAD; THENCE ALONG THE CENTER OF SAID ROAD, NORTH 35 DEGREES 41 MINUTES WEST 38.70 FEET AND NORTH 19 DEGREES 22 MINUTES WEST 195.77 FEET TO THE PLACE OF COMMENCEMENT.

**PARCEL NO. TWO:**

ALL THAT PORTION OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A CURVE WITH A RADIAL LINE BEARING OF SOUTH 59 DEGREES 17 MINUTES 36 SECONDS WEST, SAID POINT BEING THE MOST WESTERLY POINT OF THE PARCEL HEREIN DESCRIBED FROM WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 71 DEGREES 46 MINUTES 20 SECONDS EAST 28.86 FEET AND NORTH 52 DEGREES 58 MINUTES 00 SECONDS WEST 605.38 FEET (FROM DEAD NORTH 52 DEGREES 56 MINUTES 40 SECONDS WEST 605.62 FEET); THENCE FROM SAID POINT OF BEGINNING NORTH 71 DEGREES 46 MINUTES 20 SECONDS EAST 28.86 FEET; THENCE SOUTH 20 DEGREES 04 MINUTES 40 SECONDS EAST 107.67 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ON A CURVE TO THE RIGHT THROUGH AN ANGLE OF 08 DEGREES 28 MINUTES 44 SECONDS WITH A RADIUS OF 760.00 FEET AND THE CHORD OF WHICH BEARS NORTH 34 DEGREES 56 MINUTES 46 SECONDS WEST 112.37 FEET TO THE POINT OF BEGINNING.

**EXCEPTING FROM PARCELS ONE AND TWO ABOVE:**

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT COMMON TO J. AND J. SABA'S AND P.B. AND W. RADDATZ'S PROPERTY FROM WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 47 DEGREES 34 MINUTES 35 SECONDS WEST 711.96 FEET; THENCE FROM SAID



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

POINT OF BEGINNING NORTH 20 DEGREES 04 MINUTES 40 SECONDS WEST 15.50 FEET;  
THENCE ON A CURVE TO THE LEFT THROUGH AN ANGLE OF 00 DEGREES 05 MINUTES 02  
SECONDS WITH A RADIUS OF 760.00 FEET AND THE CHORD OF WHICH BEARS SOUTH 39  
DEGREES 13 MINUTES 39 SECONDS EAST 1.11 FEET; THENCE SOUTH 39 DEGREES 16  
MINUTES 10 SECONDS EAST 123.51 FEET; THENCE SOUTH 55 DEGREES 50 MINUTES 50  
SECONDS WEST 31.01 FEET; THENCE NORTH 36 DEGREES 23 MINUTES 40 SECONDS WEST  
38.70 FEET; THENCE NORTH 20 DEGREES 04 MINUTES 40 SECONDS WEST 72.60 FEET TO  
THE POINT OF BEGINNING.

ASSESSOR PARCEL NO.  
327-130-13-100



**EXHIBIT "B"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville CA 95667

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

Mail Tax Statements to above:  
Exempt from Documentary Transfer Tax  
Per Revenue & Taxation Code 11922

**GRANT OF PUBLIC UTILITIES EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utilities easement over, upon, under and across a portion of all that certain real property situate in the unincorporated area of 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 utilities 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.

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**GRANTOR:**

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997

By: \_\_\_\_\_  
MARY A ROBINSON, TRUSTEE

**Notary Acknowledgments Follow**





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PUBLIC UTILITY EASEMENT**

All that portion of the lands described in Document No. 2005-0039923 in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

**PORTION 1**

Commencing at the most southerly corner of said lands; thence along the southwesterly boundary and the existing northeasterly right-of-way line of Missouri Flat Road North 39°18'18" West (cite North 39°16'10" West) 26.160 meters (85.83 feet) **to the point of beginning**; thence continuing along said right-of-way line North 39°18'18" West 10.858 meters (35.62 feet) to a point hereinafter referred to as **Point 'A'**; thence leaving said right-of-way line North 50°44'15" East 3.222 meters (10.57 feet); thence South 38°50'43" East 10.881 meters (35.70 feet); thence South 51°08'31" West 3.135 meters (10.29 feet) to the point of beginning, containing 34.5 sq. meters (371 sq. ft.), more or less.

**PORTION 2**

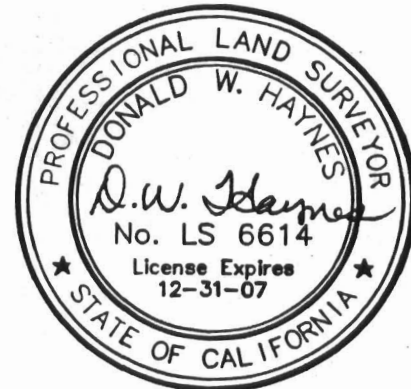
Commencing at the aforementioned **Point 'A'**; thence along the aforementioned right-of-way line North 39°18'18" West (cite North 39°16'10" West) 0.386 meters (1.27 feet) to the beginning of a 231.611 meter (759.88 foot) radius curve to the right; thence continuing along said right-of-way line northwesterly an arc distance of 3.837 meters (12.59 feet), through a central angle of 0°56'57", and subtended by a chord which bears North 38°49'49" West 3.837 meters (12.59 feet) **to the point of beginning**, the beginning of a 231.611 meter (759.88 foot) radius curve to the right; thence northwesterly an arc distance of 9.245 meters (30.33 feet), through a central angle of 02°17'14", and subtended by a chord which bears North 37°12'44" West 9.245 meters (30.33 feet) to the beginning of a 62.190 meter (204.04 foot) radius non-tangent curve to the right; thence leaving said right-of-way line northerly along said curve an arc distance of 7.821 meters (25.66 feet), through a central angle of 07°12'18", and subtended by a chord which bears North 10°48'35" West 7.815 meters (25.64 feet); thence North 60°55'42" East 3.721 meters (12.21 feet); thence South 29°15'29" East 3.211 meters (10.53 feet); thence South 60°02'55" West 1.758 meters (5.77 feet) to the beginning of a 58.625 meter (192.34 foot) radius non-tangent curve to the left; thence southerly along said curve an arc distance of 13.726 meters (45.03 feet), through a central angle of 13°24'53", and subtended by a chord which bears South 15°55'37" East 13.694 meters (44.93 feet) to the point of beginning, containing 40.4 sq. meters (435 sq. ft.), more or less.



END OF DESCRIPTION.

See attached Exhibit B.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



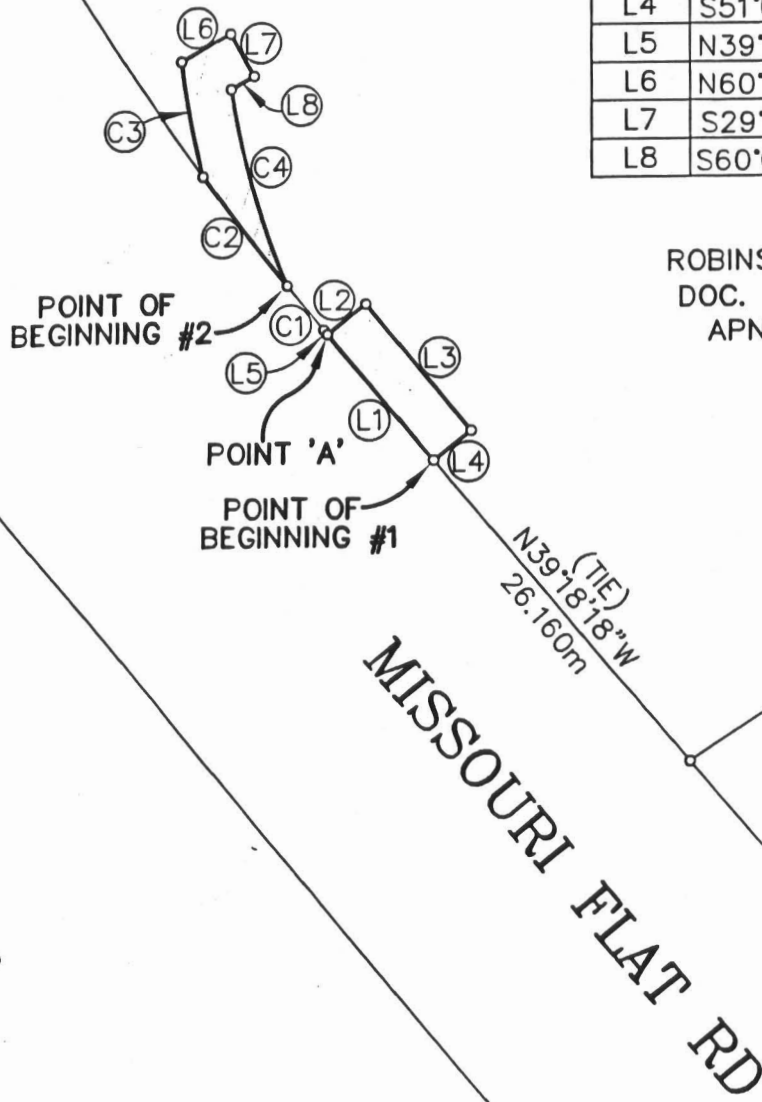
5-04-06



# EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N39°18'18"W	10.858m
L2	N50°44'15"E	3.222m
L3	S38°50'43"E	10.881m
L4	S51°08'31"W	3.135m
L5	N39°18'18"W	0.386m
L6	N60°55'42"E	3.721m
L7	S29°15'29"E	3.211m
L8	S60°02'55"W	1.758m

ROBINSON MARY A TR  
DOC. 2005-0039923  
APN 327:130:13



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	3.837m	231.611m	0°56'57"	N38°49'49"W	3.837m
C2	9.245m	231.611m	2°17'14"	N37°12'44"W	9.245m
C3	7.821m	62.190m	7°12'18"	N10°48'35"W	7.815m
C4	13.726m	58.625m	13°24'53"	S15°55'38"E	13.694m

SCALE = 1:500  
METRIC



## EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 327-130-13

---

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange  
Project #71317  
APN: 327-130-13

### TEMPORARY CONSTRUCTION EASEMENT

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A and B attached hereto and made a part hereof.

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

1. For good and valuable consideration, as more specifically described in the Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated 9/18/2006, 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 she/he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the U.S. Highway 50/Missouri Flat Road Interchange 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.





## EXHIBIT "C"

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$208.58 (Two-Hundred Eight Dollars and Fifty-Eight cents, exactly)** will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

### GRANTOR:

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997

Executed on this date: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
MARY A ROBINSON, TRUSTEE



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of the lands described in Document No. 2005-0039923 in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most southerly corner of said parcel; thence along the southwesterly boundary and the existing northeasterly right-of-way line of Missouri Flat Road the following 2 courses: 1) North 39°18'18" West (cite North 39°16'10" West) 37.405 meters (122.72 feet) to the beginning of a 231.611 meter (759.88 foot) radius curve to the right; 2) northwesterly along said curve an arc distance of 34.183 meters (112.15 feet), through a central angle of 08°27'22", and subtended by a chord which bears North 35°04'37" West (cite North 34°56'46" West) 34.152 meters (112.05 feet) to the most westerly corner; thence leaving said existing right-of-way line along the northwesterly boundary North 71°25'02" East (cite South 72°29' West) 3.071 meters (10.08 feet) to the beginning of a 228.611 meter (750.03 foot) radius non-tangent curve to the left; thence leaving said boundary southeasterly along said curve an arc distance of 38.258 meters (125.52 feet), through a central angle of 09°35'18", and subtended by a chord which bears South 35°48'23" East 38.213 meters (125.37 feet); thence South 51°47'28" East 22.276 meters (73.08 feet); thence South 38°47'16" East 11.179 meters (36.68 feet) to the southeasterly boundary; thence along said boundary South 55°46'36" West (cite North 56°33'30" East) 7.804 meters (25.60 feet) to the point of beginning, containing 0.0320 hectares (0.079 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit B.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



6-08-06



EXHIBIT "B"

N71°25'02"E  
3.071m

R=228.611m  
L=38.258m  
 $\Delta=9^{\circ}35'18''$   
Ch=S35°48'23"E  
38.213m

R=231.611m  
L=34.183m  
 $\Delta=8^{\circ}27'22''$   
Ch=N35°04'37"W  
34.152m

ROBINSON MARY A TR  
DOC. 2005-0039923  
APN 327:130:13

S51°47'28"E  
22.276m

S38°47'16"E  
11.179m

S55°46'36"W  
7.804m

POINT OF  
BEGINNING

N39°18'18"W  
37.405m

EXISTING R/W LINE

MISSOURI FLAT RD



SCALE = 1:500  
METRIC



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

Above section for Recorder's use

Mail Tax Statements to above:  
Exempt from Documentary Transfer Tax  
Per Revenue & Taxation Code 11922

### GRANT OF PUBLIC UTILITIES EASEMENT

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utilities easement over, upon, under and across a portion of all that certain real property situate in the unincorporated area of 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 utilities 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.

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

#### GRANTOR:

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997

By:

\_\_\_\_\_  
MARY A ROBINSON, TRUSTEE

**Notary Acknowledgments Follow**





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PUBLIC UTILITY EASEMENT**

All that portion of the lands described in Document No. 2005-0039923 in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

**PORTION 1**

Commencing at the most southerly corner of said lands; thence along the southwesterly boundary and the existing northeasterly right-of-way line of Missouri Flat Road North 39°18'18" West (cite North 39°16'10" West) 26.160 meters (85.83 feet) **to the point of beginning**; thence continuing along said right-of-way line North 39°18'18" West 10.858 meters (35.62 feet) to a point hereinafter referred to as **Point 'A'**; thence leaving said right-of-way line North 50°44'15" East 3.222 meters (10.57 feet); thence South 38°50'43" East 10.881 meters (35.70 feet); thence South 51°08'31" West 3.135 meters (10.29 feet) to the point of beginning, containing 34.5 sq. meters (371 sq. ft.), more or less.

**PORTION 2**

Commencing at the aforementioned **Point 'A'**; thence along the aforementioned right-of-way line North 39°18'18" West (cite North 39°16'10" West) 0.386 meters (1.27 feet) to the beginning of a 231.611 meter (759.88 foot) radius curve to the right; thence continuing along said right-of-way line northwesterly an arc distance of 3.837 meters (12.59 feet), through a central angle of 0°56'57", and subtended by a chord which bears North 38°49'49" West 3.837 meters (12.59 feet) **to the point of beginning**, the beginning of a 231.611 meter (759.88 foot) radius curve to the right; thence northwesterly an arc distance of 9.245 meters (30.33 feet), through a central angle of 02°17'14", and subtended by a chord which bears North 37°12'44" West 9.245 meters (30.33 feet) to the beginning of a 62.190 meter (204.04 foot) radius non-tangent curve to the right; thence leaving said right-of-way line northerly along said curve an arc distance of 7.821 meters (25.66 feet), through a central angle of 07°12'18", and subtended by a chord which bears North 10°48'35" West 7.815 meters (25.64 feet); thence North 60°55'42" East 3.721 meters (12.21 feet); thence South 29°15'29" East 3.211 meters (10.53 feet); thence South 60°02'55" West 1.758 meters (5.77 feet) to the beginning of a 58.625 meter (192.34 foot) radius non-tangent curve to the left; thence southerly along said curve an arc distance of 13.726 meters (45.03 feet), through a central angle of 13°24'53", and subtended by a chord which bears South 15°55'37" East 13.694 meters (44.93 feet) to the point of beginning, containing 40.4 sq. meters (435 sq. ft.), more or less.



END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



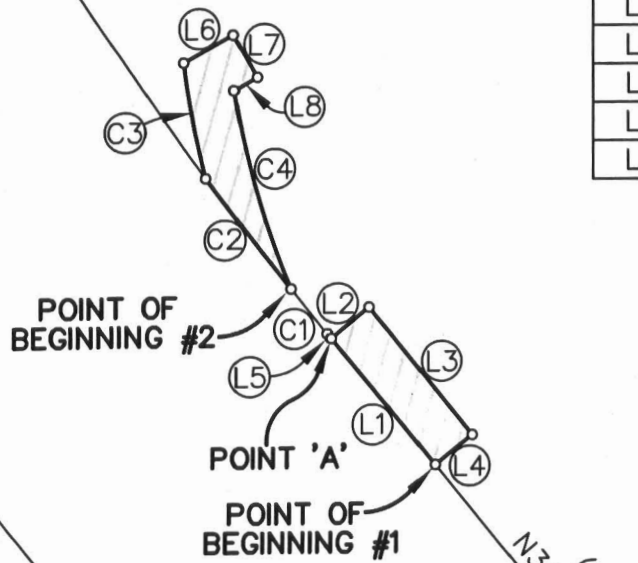
5-04-06



# EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N39°18'18"W	10.858m
L2	N50°44'15"E	3.222m
L3	S38°50'43"E	10.881m
L4	S51°08'31"W	3.135m
L5	N39°18'18"W	0.386m
L6	N60°55'42"E	3.721m
L7	S29°15'29"E	3.211m
L8	S60°02'55"W	1.758m

ROBINSON MARY A TR  
DOC. 2005-0039923  
APN 327:130:13



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	3.837m	231.611m	0°56'57"	N38°49'49"W	3.837m
C2	9.245m	231.611m	2°17'14"	N37°12'44"W	9.245m
C3	7.821m	62.190m	7°12'18"	N10°48'35"W	7.815m
C4	13.726m	58.625m	13°24'53"	S15°55'38"E	13.694m

SCALE = 1:500  
METRIC



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

## CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Public Utilities Easement dated \_\_\_\_\_, 2006, from **MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

### COUNTY OF EL DORADO

By: \_\_\_\_\_  
James R. Sweeney, Chairman of the Board  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

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





RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 327-130-13

---

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange  
Project #71317  
APN: 327-130-13

### **TEMPORARY CONSTRUCTION EASEMENT**

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A and B attached hereto and made a part hereof.

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

1. For good and valuable consideration, as more specifically described in the Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated 9/18/2006, 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 she/he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the U.S. Highway 50/Missouri Flat Road Interchange Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.



4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$208.58 (Two-Hundred Eight Dollars and Fifty-Eight cents, exactly)** will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**GRANTOR:**

MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997

Executed on this date: \_\_\_\_\_, 2006

By: \_\_\_\_\_  
MARY A ROBINSON, TRUSTEE



**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: SS

COUNTY OF \_\_\_\_\_ )

Capacity claimed by signer:

☐ Individual; ☐ Trustee(s); ☐ Attorney-in-Fact; ☐ Guardian/Conservator;

☐ Corporate Officer(s) \_\_\_\_\_ Title(s);

☐ Partner(s) -- ☐ Limited, ☐ General

☐ Other \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary  
Public in and for said State, personally appeared

☐ personally known to me --or--

☐ 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary)

County of \_\_\_\_\_

My commission expires \_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of the lands described in Document No. 2005-0039923 in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most southerly corner of said parcel; thence along the southwesterly boundary and the existing northeasterly right-of-way line of Missouri Flat Road the following 2 courses: 1) North 39°18'18" West (cite North 39°16'10" West) 37.405 meters (122.72 feet) to the beginning of a 231.611 meter (759.88 foot) radius curve to the right; 2) northwesterly along said curve an arc distance of 34.183 meters (112.15 feet), through a central angle of 08°27'22", and subtended by a chord which bears North 35°04'37" West (cite North 34°56'46" West) 34.152 meters (112.05 feet) to the most westerly corner; thence leaving said existing right-of-way line along the northwesterly boundary North 71°25'02" East (cite South 72°29' West) 3.071 meters (10.08 feet) to the beginning of a 228.611 meter (750.03 foot) radius non-tangent curve to the left; thence leaving said boundary southeasterly along said curve an arc distance of 38.258 meters (125.52 feet), through a central angle of 09°35'18", and subtended by a chord which bears South 35°48'23" East 38.213 meters (125.37 feet); thence South 51°47'28" East 22.276 meters (73.08 feet); thence South 38°47'16" East 11.179 meters (36.68 feet) to the southeasterly boundary; thence along said boundary South 55°46'36" West (cite North 56°33'30" East) 7.804 meters (25.60 feet) to the point of beginning, containing 0.0320 hectares (0.079 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



6-08-06





EXHIBIT "B"

N71°25'02"E  
3.071m

R=228.611m  
L=38.258m  
 $\Delta=9^{\circ}35'18''$   
Ch=S35°48'23"E  
38.213m

R=231.611m  
L=34.183m  
 $\Delta=8^{\circ}27'22''$   
Ch=N35°04'37"W  
34.152m

S51°47'28"E  
22.276m

S38°47'16"E  
11.179m

POINT OF  
BEGINNING

S55°46'36"W  
7.804m

N39°18'18"W  
37.405m

EXISTING R/W LINE

MISSOURI FLAT RD



SCALE = 1:500  
METRIC

ROBINSON MARY A TR  
DOC. 2005-0039923  
APN 327:130:13



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

## CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Temporary Construction Easement dated \_\_\_\_\_, 2006, from **MARY A. ROBINSON, AS TRUSTEE OF "MARITAL GIFT TRUST" UNDER TRUST AGREEMENT DATED AUGUST 5, 1997,** to the **COUNTY OF EL DORADO, a political subdivision of the State of California,** is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

### COUNTY OF EL DORADO

By: \_\_\_\_\_  
James R. Sweeney, Chairman of the Board  
Board of Supervisors

ATTEST:

CINDY KECK  
Clerk of the Board of Supervisors

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

