

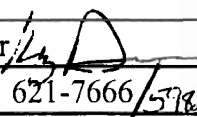
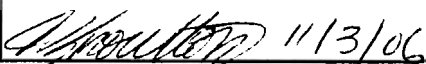


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of November 14, 2006**

AGENDA TITLE: U.S. Hwy. 50/Missouri Flat Rd. Interchange Project #71317:
Approval of Easement Acquisition Agreement and Certificates of Acceptance; Carla E. McCreary, Surviving Trustee of the McCreary Family Living Trust Dated June 15, 1998

DEPARTMENT: Transportation	DEPT SIGNOFF: 	CAO USE ONLY: 
CONTACT: Pete Feild, R/W Manager 		
DATE: 10/25/2006	PHONE: 621-7666/5782	 11/3/06

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 Carla E. McCreary, Surviving Trustee of the McCreary Family Living Trust.
- 2) Authorize the Chairman to sign the Easement Acquisition Agreement, and the Certificates of Acceptance for the Deeds associated with said Agreement.
- 3) Authorize the Director of Transportation or designee to execute Escrow Instructions and any other related escrow documents pertaining to both transactions, including the payment of title and escrow fees.

CAO RECOMMENDATIONS: *Re recommend approval. Lauren A. Hill 11/6/06*

Financial impact? <input checked="" type="checkbox"/> Yes () No	Funding Source: () Gen Fund (X) Other
	Other: G. P. TIM, RIP and MC & FP funds

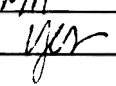
BUDGET SUMMARY:

Total Est. Cost	\$10,800.00
Funding	
Budgeted	\$10,800.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$10,800.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

4/5's Vote Required () Yes No
 Change in Policy () Yes No
 New Personnel () Yes No

CONCURRENCES:

Risk Management N/A
 County Counsel 
 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 25, 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;
 Carla E. McCreary, Surviving Trustee of the McCreary Family
 Living Trust Dated June 15, 1998**

Meeting Date: November 14, 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 Carla E. McCreary, Surviving Trustee of the McCreary Family Living Trust dated June 15, 1998.
- 2) Authorize the Chairman to sign the Easement Acquisition Agreement, and the Certificates of Acceptance for the Deeds associated with said Agreement.
- 3) Authorize the Director of Transportation or designee to execute Escrow Instructions and any other related escrow documents pertaining to both transactions, including the payment of title and escrow fees.

Background:

The U.S. Hwy. 50/Missouri Flat Road Interchange Project #71317 requires that a portion of the subject property be acquired for right of way purposes including a public utilities easement and a temporary construction easement, in order to widen Missouri Flat Road. The property consists of a Chevron gas station, mini market and an automotive repair shop located at 3943 Missouri Flat Road, north of the Jack-in-the-Box restaurant.

On July 18, 2006, your Board authorized DOT’s Right of Way Unit to engage in negotiations to acquire a portion of 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.

Fiscal Impact:

The U.S. Hwy. 50/Missouri Flat Road Interchange Project, including a portion of the subject property acquisition costs of \$8,800 plus title and escrow fees of approximately \$2,000, for a total of \$10,800, is 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.

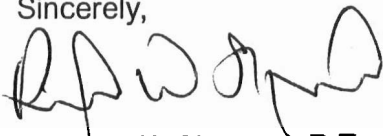
Net County Cost:

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

Action to be Taken Following Approval:

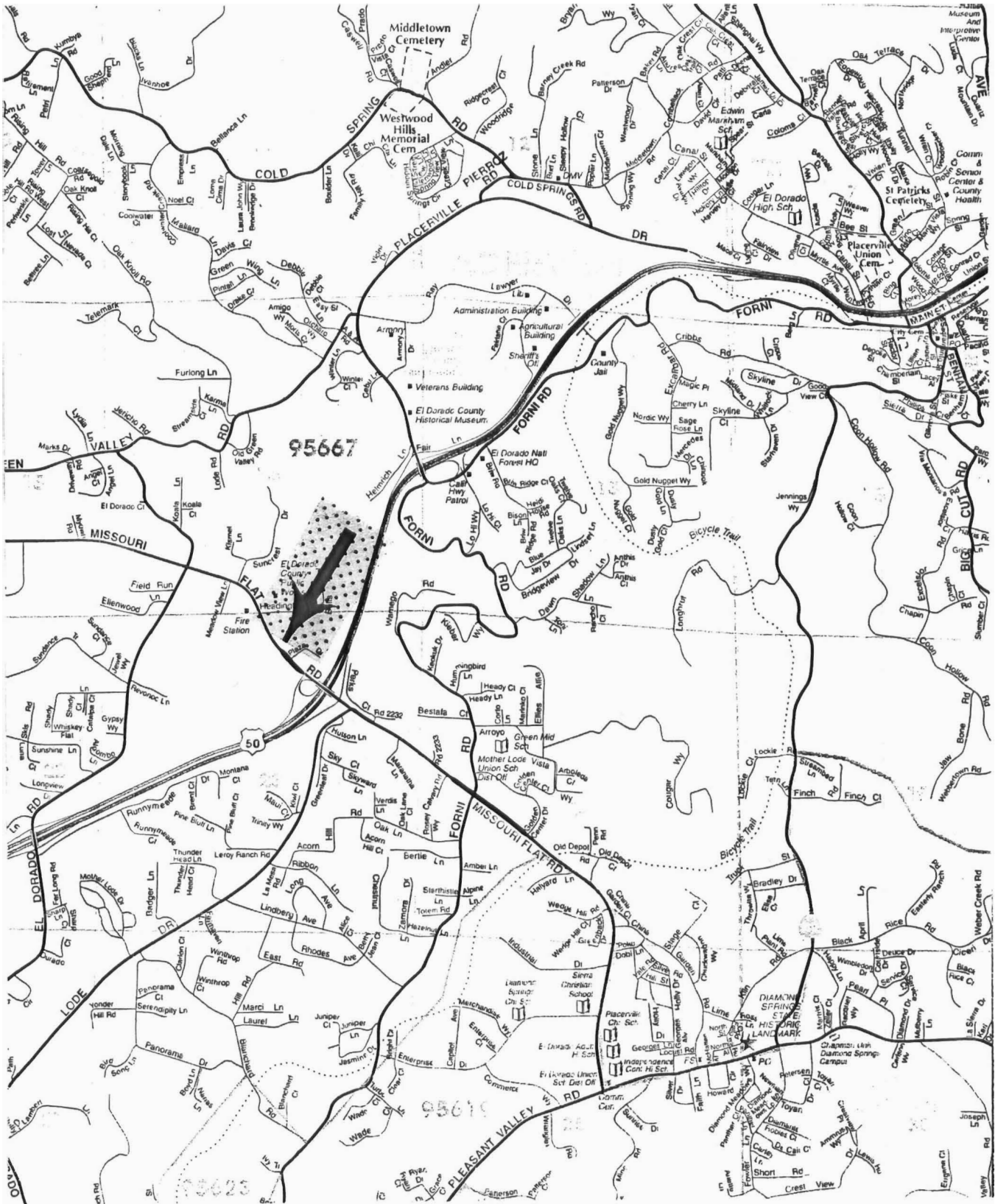
- 1) Chairman of the Board to execute the Easement Acquisition Agreement with Carla E. McCreary, Surviving Trustee of the McCreary Family Living Trust dated June 15, 1998 and the Certificates of Acceptance for the easement acquisitions.
- 2) Director of Transportation or designee to sign the Escrow Instructions 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,



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

Vicinity Map



Contract #: 06-12390

Item Submitted: US Hwy 50/Missouri Flat Rd. Interchange Project #71317;
Easement Acquisition Agreement; McCreary, APN #327-130-14

CONTRACT ROUTING SHEET

EL DORADO COUNTY COUNSEL
2006 OCT 10
P 15:10

PROCESSING DEPARTMENT: DOT

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

CONTRACTOR:

Name: Carla McCreary, Trustee
McCreary Family Living Trust
Address: 3943 Missouri Flat Rd.
Placerville, CA 95667
Phone: 530-622-3390

[Signature]
Richard W. Shepard, P.E.
Director of Transportation

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: 10/24/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

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

DATE: 10/23/2006 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

DATE: 10/23/2006
ATTORNEY: DALE WINSTON
INDEX NO. 305100

RECEIVED
DOT
2006 OCT 24 PM 4:2

ORIGINAL

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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 CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998, 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 CMW

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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 **\$1,440.00 for the PUE, \$580.00 for lost improvements, and \$6,780.00 for the TCE, for a total of \$8,800.00 (Eight-Thousand Eight-Hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement Acquisition Properties is \$8,800.00.

3. ESCROW

The acquisition of the Easement Acquisition Properties shall be consummated by means of Escrow No. 205-9771, 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: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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 December 31, 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's Initials CM

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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 PUE 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: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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

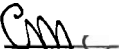
This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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's Initials 

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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: Carla E. McCreary, Surviving Trustee
5981 Dolomite Drive
El Dorado, CA 95623

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's Initials CMc

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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 are no oral or written leases on all or any portion of the property exceeding a period of one month.

21. CONSTRUCTION CONTRACT WORK

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

- (i) County or county's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road

Seller's Initials CMC

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

improvements to be constructed.

- (ii) County or county contractor or authorized agent will erect a curb to provide separation between the improved Missouri Flat Road and the property as described in the Construction Plans and Specifications for the project.
- (iii) County or county contractor or authorized agent will insure that the improvements and modifications to the driveway of said property will be designed to maintain truck access to the parcel in accordance with the California Department of Transportation Highway Design Guidelines, Fifth Edition, utilizing the California Legal Design Vehicle, "California Truck."

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.

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: 327-130-14) 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

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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:

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998

Date: 10-19-06

By: Carla E. McCreary
CARLA E. MCCREARY,
SURVIVING TRUSTEE

Seller's Initials CME

Seller: McCreary
APN: 327-130-14
Project#: 71317
Escrow#: 205-9771

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:

COMPRISING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, A 2 INCH SQUARE STAKE IN A MOUND OF ROCK FROM WHICH POINT THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D. B. & M., BEARS NORTH 66 DEGREES 04 MINUTES WEST 1070.4 FEET; THENCE FROM THE PLACE OF COMMENCEMENT, SOUTH 56 DEGREES 33 MINUTES WEST 424.05 FEET TO THE SOUTHWEST CORNER, A POINT IN THE CENTERLINE OF THE COUNTY ROAD LEADING FROM MISSOURI FLAT TO DIAMOND SPRINGS; THENCE ALONG THE CENTERLINE OF SAID ROAD, NORTH 35 DEGREES 41 MINUTES WEST 100.0 FEET TO THE NORTHWEST CORNER THEREOF; THENCE LEAVING THE CENTERLINE OF SAID ROAD, NORTH 56 DEGREES 33 MINUTES 30 SECONDS EAST 421.89 FEET TO THE NORTHEAST CONRER THEREOF; THENCE SOUTH 36 DEGREES 56 MINUTES EAST 100.0 FEET TO THE PLACE OF COMMENCEMENT.

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

BEGINNING AT THE MOST EASTERLY POINT OF THE PARCEL HEREIN DESCRIBED FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 39 DEGREES 16 MINUTES 10 SECONDS EAST 10.76 FEET; SOUTH 50 DEGREES 43 MINUTES 50 SECNDS WEST 40. 00 FEET AND NORTH 43 DEGREES 28MINUTES 00 SECONDS WEST 928.04 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 55 DEGREES 50 MINUTES 20 SECONDS WEST 36.05 FEET; THENCE NORTH 36 DEGREES 23 MINUTES 40 SECONDS WEST 100.00 FEET; THENCE NORTH 55 DEGREES 50 MINUTES 50 SECONDS EAST 31.01 FEET; THENCE SOUTH 39 DEGREES 16 MINUTES 10 SECONDS EAST 100.32 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NO.
327-130-14-100

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, **CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998** 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:

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998

By: _____
CARLA E. MCCREARY, TRUSTEE

Notary Acknowledgments Follow

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

All that portion of the lands described in Document No. 2002-0028577 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 northeasterly right-of-way line of Missouri Flat Road North 39°18'18" West (cite North 39°16'10" West) 4.590 meters (15.06 feet); thence leaving said right-of-way line North 55°46'36" East 8.632 meters (28.32 feet); thence South 36°08'32" East 4.575 meters (15.01 feet) to the southeasterly boundary; thence along said boundary South 55°46'33" West (cite South 55°33' West) 8.379 meters (27.49 feet) to the point of beginning, containing 38.9 sq. meters (419 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 11, 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.

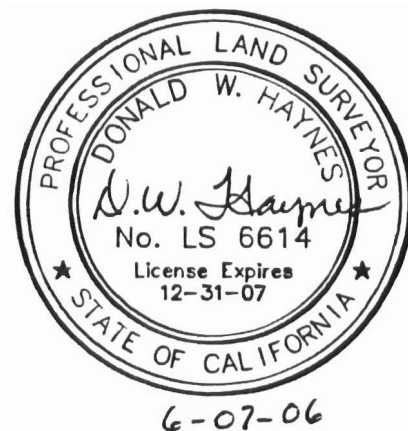
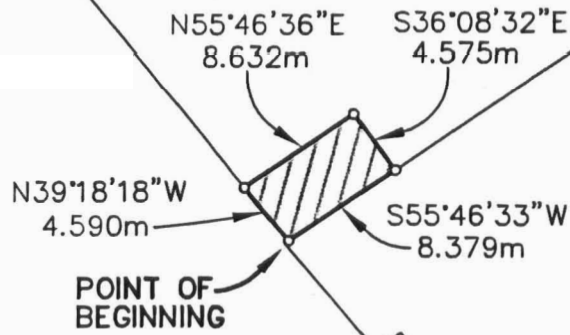


EXHIBIT "B"

MCCREARY FM LIV TR
DOC. 2002-0028577
APN 327:130:14



EXISTING R/W LINE

MISSOURI FLAT RD



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: 327-130-14

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange
Project #71317
APN: 327-130-14

TEMPORARY CONSTRUCTION EASEMENT

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998, 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 October 19, 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 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 \$283.00 (Two-Hundred Eighty-Three Dollars, 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:

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998

Executed on this date: _____, 2006

By: _____
CARLA E. MCCREARY, SURVIVING TRUSTEE

EXHIBIT "C"
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. 2002-0028577 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 westerly corner of said parcel; thence along the northwesterly boundary North 55°46'35" East (cite North 56°33'30" East) 7.804 meters (25.60 feet); thence leaving said boundary South 38°47'16" East 30.546 meters (100.22 feet) to the southeasterly boundary; thence along said boundary South 55°46'06" West (cite South 56°33' West) 7.527 meters (24.69 feet) to the existing northeasterly right-of-way line of said Missouri Flat Road, and the most southerly corner of said lands; thence along said existing right-of-way line North 39°18'18" West (cite North 39°16'10" West) 30.570 meters (100.30 feet) to the point of beginning, containing 0.0233 hectares (0.058 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

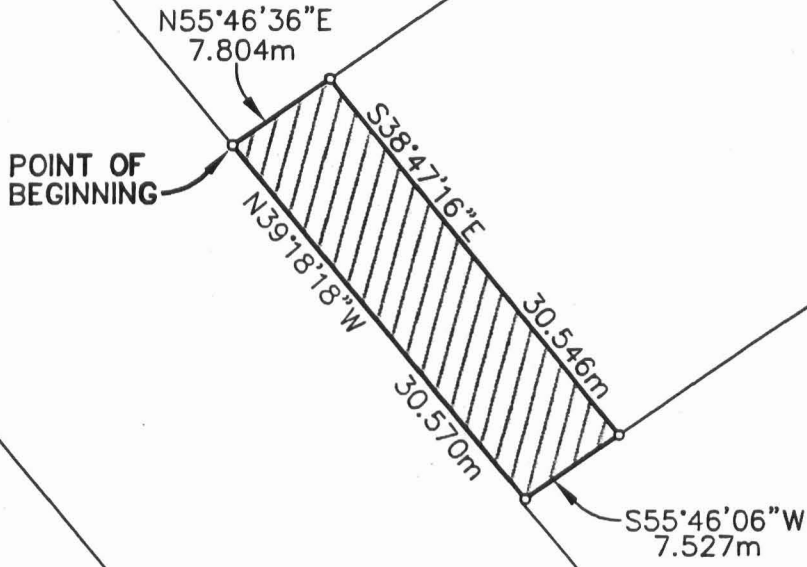
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



6-28-06

EXHIBIT "B"

MCCREARY FM LIV TR
DOC. 2002-0028577
APN 327:130:14



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, **CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998** 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:

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998

By: _____
CARLA E. MCCREARY, TRUSTEE

Notary Acknowledgments Follow

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

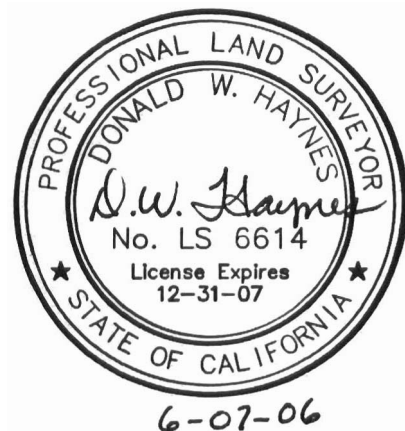
All that portion of the lands described in Document No. 2002-0028577 in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most southerly corner of said parcel; thence along the southwesterly boundary and northeasterly right-of-way line of Missouri Flat Road North 39°18'18" West (cite North 39°16'10" West) 4.590 meters (15.06 feet); thence leaving said right-of-way line North 55°46'36" East 8.632 meters (28.32 feet); thence South 36°08'32" East 4.575 meters (15.01 feet) to the southeasterly boundary; thence along said boundary South 55°46'33" West (cite South 55°33' West) 8.379 meters (27.49 feet) to the point of beginning, containing 38.9 sq. meters (419 sq. ft.), more or less.

END OF DESCRIPTION.

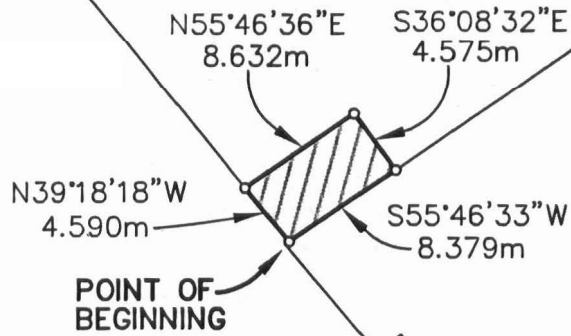
See attached Exhibit "B"

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.



EXHIBIT

MCCREARY FM LIV TR
DOC. 2002-0028577
APN 327:130:14



EXISTING R/W LINE

MISSOURI FLAT RD



SCALE = 1:500
METRIC

When recorded mail to:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville CA 95667

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Public Utilities Easement dated _____, 2006, from **Michael W. McCreary and Carla E. McCreary, Trustees of the McCreary Family Living Trust, Dated June 15, 1998**, 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.

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: 327-130-14

ORIGINAL

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange
Project #71317
APN: 327-130-14

TEMPORARY CONSTRUCTION EASEMENT

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998, 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 October 19, 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 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 **\$283.00 (Two-Hundred Eighty-Three Dollars, 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:

CARLA E. MCCREARY, SURVIVING TRUSTEE OF THE MCCREARY FAMILY LIVING TRUST, DATED JUNE 15, 1998

Executed on this date: _____, 2006

By: _____
CARLA E. MCCREARY, SURVIVING 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. 2002-0028577 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 westerly corner of said parcel; thence along the northwesterly boundary North 55°46'35" East (cite North 56°33'30" East) 7.804 meters (25.60 feet); thence leaving said boundary South 38°47'16" East 30.546 meters (100.22 feet) to the southeasterly boundary; thence along said boundary South 55°46'06" West (cite South 56°33' West) 7.527 meters (24.69 feet) to the existing northeasterly right-of-way line of said Missouri Flat Road, and the most southerly corner of said lands; thence along said existing right-of-way line North 39°18'18" West (cite North 39°16'10" West) 30.570 meters (100.30 feet) to the point of beginning, containing 0.0233 hectares (0.058 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

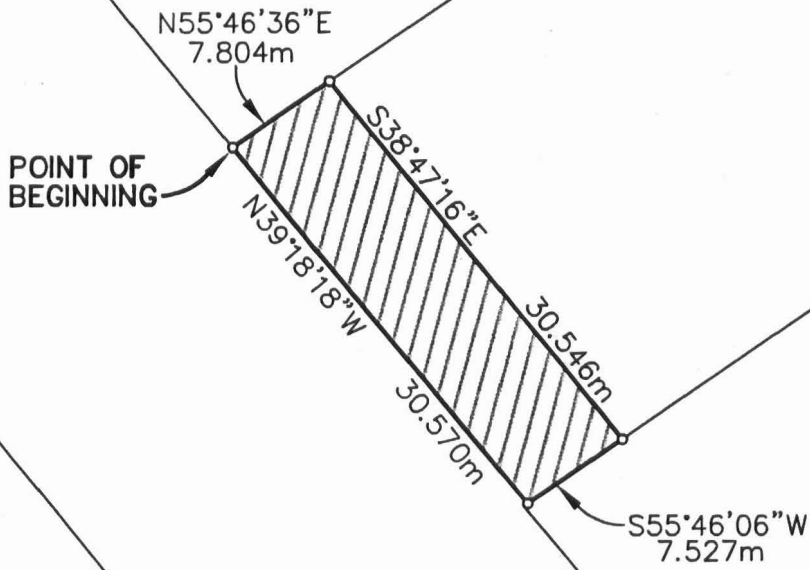
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



6-08-06

EXHIBIT "B"

MCCREARY FM LIV TR
DOC. 2002-0028577
APN 327:130:14



SCALE = 1:500
METRIC

When recorded mail to:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville CA 95667

Above section for Recorder's use _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 2006, from **Carla E. McCreary, Surviving Trustee of the McCreary Family Living Trust, Dated June 15, 1998**, 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.

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