

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

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

APN 054-351-03
John & Amy McGillivray
#72375 – DSP Phase 1A



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2015-0040592-00
Acct 6-PLACER TITLE CO
Thursday, AUG 27, 2015 14:32:10
Ttl Pd \$0.00 Nbr - 0001707859
MMF / C1 / 1-8

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

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JOHN MCGILLIVRAY III AND AMY MCGILLIVRAY, HUSBAND AND WIFE AS JOINT TENANTS, hereinafter referred to as "Grantors", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, 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 by reference is made a part hereof.**

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

1. In consideration of **\$850.00 (EIGHT HUNDRED FIFTY DOLLARS AND NO/100)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby Grant to Grantee an easement for temporary construction over and across those identified portions of the Grantors' parcel.
2. Grantors represent and warrant that they are 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 Grantors have the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **DIAMOND SPRINGS PARKWAY PHASE 1A – SR49 ROAD REALIGNMENT, CIP NO #72375 (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. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of

the 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 five-year warranty period. In the event that construction of the Project is not completed within **24 (Twenty-four) months** of commencement of construction, Grantors shall be entitled to additional compensation as follows: For each month thereafter, **the sum of \$35.42 (THIRTY FIVE DOLLARS AND 42/100) monthly** will be paid to the Grantors, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantors 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.

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

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

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

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and
- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

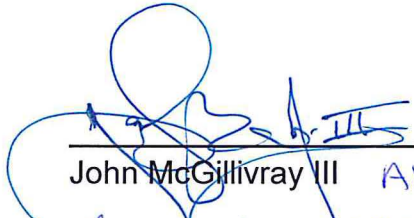
in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-

enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

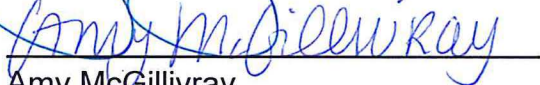
IN WITNESS WHEREOF, Grantors have herein subscribed their names on this 10th day of April, 2015.

GRANTORS:

JOHN MCGILLIVRAY III AND AMY MCGILLIVRAY,
HUSBAND AND WIFE AS JOINT TENANTS



John McGillivray III AKA John Edward Joseph Mc Gillivray



Amy McGillivray

(All signatures must be acknowledged by a Notary Public)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 4/9/2015 before me, Jeannette Lyon Notary Public,

Date

(here insert name and title of the officer)

personally appeared Amy McGillivray

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

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

WITNESS my hand and official seal.



Signature: Jeannette Lyon (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant of Temporary Construction Easement Number of Pages: 5

Document Date: 4/9/2015 Other: —

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF El Dorado)

On 4/10/2015 before me, Jeannette Lyon Notary Public,
Date (here insert name and title of the officer)

personally appeared John Edward Joseph McGillivray

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

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

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Signature: Jeannette Lyon (Seal)

OPTIONAL

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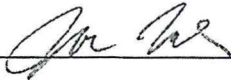
EXHIBIT 'A'
(36382-1)

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being the westerly 15.00 feet of the tract described in document number 2013-23364 in the Official Records of El Dorado County. Containing 1,434 square feet (0.03 acres) more or less.

-End of Description-

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

The purpose of the above description is to describe that portion of said tract as a temporary easement for construction purposes.



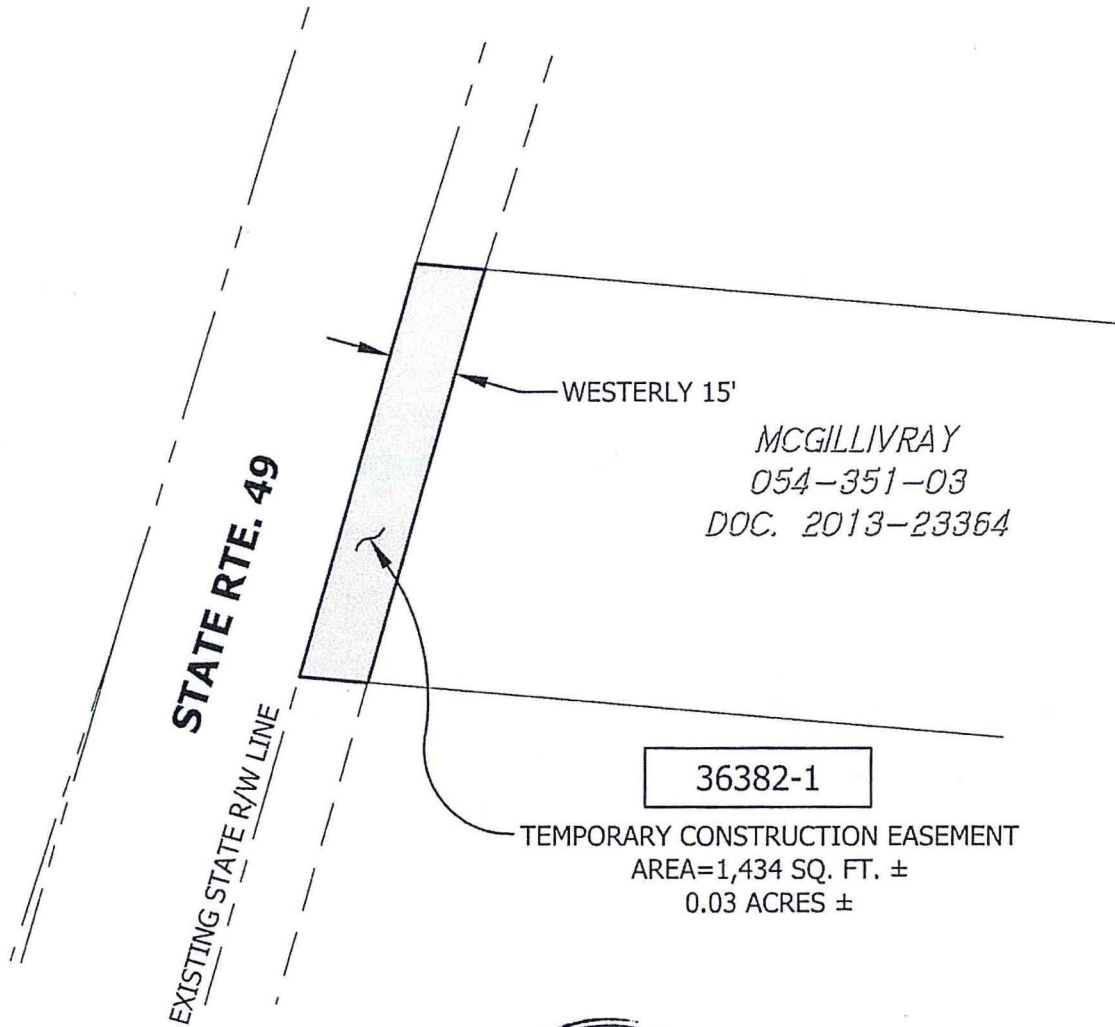
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/10/2015

EXHIBIT 'B'

Situate in Section 30, T. 10 N., R. 11 E., M.D.M.
Townsite of Diamond Springs
County of El Dorado, State of California



Grid North
Scale 1"=40'

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

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

JOHN & AMY MCGILLIVRAY
APN #: 054-351-03
#72375 – DSP1A Phase 1A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated 4-10, 2015, from **JOHN MCGILLIVRAY III AND AMY MCGILLIVRAY, HUSBAND AND WIFE AS JOINT TENANTS**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 054-351-03

Dated this 2nd day of June, 2015.

COUNTY OF EL DORADO

By:



Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By:



Deputy Clerk

08/27/2015,20150040592