

**EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES**

This Easement Acquisition Agreement for Public Purposes (“Agreement”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **County of El Dorado**, a political subdivision of the State of California (“County”), and **El Dorado Hills Community Services District** (referred to herein as “CSD”), with reference to the following facts:

**RECITALS**

- A. CSD 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. The County desires to secure an interest in the Property through a Temporary Construction Easement, as described and depicted in **Exhibit B**, which is attached hereto and referred to hereinafter as “the Easement,” 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:

**AGREEMENT**

**1. ACQUISITION**

CSD hereby agrees to sell to the County, and the County, upon approval by the Board of Supervisors, hereby agrees to acquire from CSD, the Easement, as described and depicted in Exhibit B, which is attached hereto and incorporated herein by reference, and made a part hereof.

**2. TITLE**

Except for agreements with SMUD relating to the Property, CSD shall grant to the County the Easement free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

**3. WARRANTIES**

CSD warrants that:

- A. Except for agreements with SMUD relating to the Property, CSD owns the Property free and clear of all liens, licenses, claims, encumbrances, easements, 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 public record.
- B. CSD has no knowledge of any pending litigation involving the Property.
- C. CSD 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 shall survive delivery of the Easement.

**4. USE OF EASEMENT**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to use of the Easement by the County or the County’s contractors or authorized agents for the purpose of performing activities related to and incidental to the construction of improvements for Phase 1 of the New York Creek Trail (East) Project (“Project”) shall commence upon the date of execution of this Agreement by CSD, or the Consent to Common Use Agreement between the CSD and SMUD, whichever is later executed.

**5. 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.

**6. TIME IS OF THE ESSENCE**

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

7. **BEST EFFORTS**

The County and CSD 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. The County and CSD 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.

8. **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 CSD or the County by the other, or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

If to CSD: El Dorado Hills Community Services District  
1021 Harvard Way  
El Dorado Hills, CA 95762  
ATTN: Brent Dennis, General Manager

If to the County: County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Clerk of the Board of Supervisors

With a copy to: County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
ATTN: Associate Right-of-Way Agent

9. **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.

10. **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.

**11. HEADINGS**

The headings 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.

**12. 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.

**13. SEVERABILITY**

If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be deemed severed and deleted from this Agreement and the balance of this Agreement shall remain in full force.

**14. THIRD-PARTIES**

The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

**15. 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.

**16. LEASE WARRANTY PROVISION**

CSD warrants that there are no oral or written leases on any portion of the Property exceeding a period of one (1) month.

**17. NO LANDLORD-TENANT RELATIONSHIP**

This Agreement does not create, and is not intended by the parties to create, the relationship of landlord and tenant. Except as specifically set forth herein, CSD does not relinquish any rights with respect to the Property or control thereof.

**18. 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. The work to be performed consists of the construction of the Project, including approximately 1,250 linear feet of a Class 1 bike trail, eight-foot wide, with four-foot gravel shoulders and appurtenant improvements.

**19. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to the County, the County's contractor or its authorized agent to enter CSD's Property (Assessor's Parcel Number 125-750-04), where necessary, to perform the construction as described in Section 18 of this Agreement. CSD understands and agrees that after completion of the work described in Section 18, the improvements will be considered CSD's sole property and CSD will be responsible for their maintenance, upkeep, and repair. The parties will execute a separate Cooperative Agreement for necessary clarification of land rights and maintenance responsibility per the Project's grant program requirements, prior to construction of the improvements.

**20. 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.

**21. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and specifically supersedes and renders void the previously executed Permit to Enter and Construct between CSD and the County. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding, unless executed in writing by the party to be bound thereby.

*(Signatures on Following Page)*

CSD:

**El Dorado Hills Community Services District**

By: \_\_\_\_\_  
**Brent Dennis**  
General Manager

COUNTY:

**County of El Dorado,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
**John R. Knight**  
Chair, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Terri Daly  
Acting Clerk, Board of Supervisors

**Exhibit A**

(Property Description)

All that certain real property situated in the Section 26 and Section 27, Township 10 North, Range 8 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

Lot J of that particular Subdivision Map filed in Book H of Subdivisions at page 28, official records said county and state, containing 10.25 acres more or less.

A.P.N. 125-750-04

Exhibit A

CSD's Initials \_\_\_\_\_

**Exhibit B**

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

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

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Assessor's Parcel Number: 125-750-04

Project: New York Creek Trail (East) Phase 1  
Project #97005

**TEMPORARY CONSTRUCTION EASEMENT**

**El Dorado Hills Community Services District** (hereinafter referred to as "Grantor"), grants 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 A1 and B1**, attached hereto and made a part hereof.

This Temporary Construction Easement is granted under the express conditions of issuance listed below:

1. For 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's parcel.
2. Grantor represents and warrants that they are the owner of the property described in **Exhibit A1** and depicted on the map in **Exhibit B1**, 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 New York Creek Trail (East) Phase 1 ("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, to construct the Project, including approximately

Exhibit B

CSD's Initials\_\_\_\_\_



1,250 linear feet of a Class 1 bike trail, eight-foot wide, with four foot shoulders, and appurtenant improvements, as well as for other purposes incidental to construction of the Project. Except at otherwise provided herein, this Temporary Construction Easement shall not be revoked and shall terminate upon the recordation of the Notice of Acceptance for Phase 1 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 Temporary Construction Easement.

4. Grantee agrees to defend (with counsel selected by Grantor in its reasonable discretion), indemnify and hold harmless Grantor, its officials, employees and agents 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. This section shall survive the termination of this Temporary Construction Easement.
5. Nothing herein shall be construed to obligate Grantee to construct the aforementioned improvements in the event that Grantee determines, in its sole discretion, to delay or terminate the Project, or in the event that Grantor terminates this Temporary Construction Easement. In the event the Grantee decides to terminate the Project prior to completion, Grantee agrees to clean up the Temporary Construction Easement area so that all materials are removed or returned to their proper location, all equipment is removed and all plant life is restored to a condition substantially similar to the condition it was in prior to the commencement of the work on the Project. Also, in the event that Grantee terminates the Project early, the Temporary Construction Easement area will be left in a condition such that the dirt path that is currently located on the property, or a combination of the current dirt path and the portion of the New York Creek Trail that was constructed at the point that Grantee ceased work, creates a continuous and unobstructed path along the entire property described in Exhibit A1 and depicted on the map in Exhibit B1.

Consistent with this section, the Grantor may terminate this Temporary Construction Easement for non-compliance with any provision of this Temporary Construction Easement, in its sole discretion, by providing Grantee with ten (10) days written notice of its intent to terminate this Temporary Construction Easement. After the ten (10) day notice has expired, Grantee shall execute and deliver to Grantor a Quitclaim Deed

Exhibit B

CSD's Initials\_\_\_\_\_

terminating this Temporary Construction Easement at anytime requested by Grantor and in a form provided by Grantor.

**Conditions of Performance**

Grantor’s grant of this Temporary Construction Easement (“TCE”) is predicated on the Grantee, its agents, employees, and contractors complying with the following conditions of performance, and fulfilling all of Grantor’s obligations in the applicable provisions of the Consent to Common Use Agreement between Grantor and Sacramento Municipal Utility District (“SMUD”) as they relate to the construction of the Project:

A. Compliance with Federal, State, and Local Laws and Regulations

Grantee shall abide by and comply with all applicable federal, state, and local laws and regulations, including, but not limited to, building and safety codes. Grantee shall, at all times, conduct its activities related to the Project or on the TCE area to meet or exceed Occupational Safety and Health Administration (OSHA) and Cal-OSHA requirements. Grantee shall ensure that all the Project activities performed at or near the TCE area conform with California Public Utilities Commission (CPUC) General Order No. 95.

B. Access

In granting this permission, it is understood that the necessary work will not prevent access by Grantor to the property described in Exhibit A1 and depicted on the map in Exhibit B1.

Grantee understands and agrees that SMUD shall, at all times, have unfettered ingress and egress rights to the transmission structures within the TCE area. SMUD reserves the right to close the bike trail during its construction for purposes of maintenance and repair of SMUD facilities.

C. Notice

By acceptance of this TCE, the Grantee agrees to provide a minimum of seventy-two (72) hours written notice to the Grantor’s General Manager in advance of commencing work on the construction of any improvements. Grantee shall also, prior to commencing construction, post signs at the ingress and egress of the TCE area, east of New York Creek, that are obvious to anyone attempting to use the current dirt trail in the TCE area, informing them that there is construction occurring in the TCE area and that the existing dirt trail is closed. Grantee shall also post signs at the ingress and egress of the TCE area, east of New York Creek, that state “Caution: Overhead High-Voltage Transmission Lines.” In the event that work is suspended for any period of time other than typical suspension caused by a holiday, Grantee shall again provide written notice to the General Manager a minimum of

Exhibit B

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seventy-two (72) hours prior to recommencing work.

D. Dust

Grantee agrees that work performed under this TCE will comply with County AQMD rules related to dust, including Rule 223, Fugitive Dust – General Requirements, Rule 223-1, Fugitive Dust - Construction Requirements and Rule 223-2, Fugitive Dust – Asbestos Hazard Mitigation, as applicable. A dust plan in compliance with Rules 223-1 or 223-2, as applicable, will be prepared and submitted to the County AQMD for approval prior to commencing construction. In addition, Grantee will provide a copy of any plan or related documents to the Grantor at the same time such plan and related documents are submitted to the County AQMD. All construction and related improvement work must be performed consistent with such plan.

E. Noise

Grantee shall take all actions necessary to ensure that construction-related noise blends in with existing noise associated with typical residential activities and nearby traffic in accordance with County of El Dorado General Plan Noise Element Policy 6.5.1.11.

F. Timing of Work

Working hours for all work performed by the Grantee under this TCE shall be between 7 a.m. and 7 p.m., Monday through Friday, and between 8 a.m. and 5 p.m., Saturday and Sunday, with no work allowed on County holidays.

G. Equipment and Vehicles

When construction is not in progress, Grantee shall ensure that all equipment is secured.

Grantee shall ensure that no vehicle or equipment fueling associated with construction of the Project occurs within the TCE area.

During the Project construction, SMUD line equipment vehicles shall be provided access, at all times, to SMUD's transmission structures. Vehicles parked within said area shall be on wheels and capable of immediate removal, and Grantee agrees to move any of it or its contractors' vehicles from said area upon receiving twenty-four (24) hours notice from Grantor. Grantor further reserves the right to remove all vehicles from the area in the event of non-removal pursuant to twenty-four (24) hours notice, or as necessary to allow SMUD to restore electricity, or during an emergency. All equipment with a boom utilized within the TCE area shall be equipped with a mechanical lockout to ensure that any boom extension does not

exceed OSHA and Cal-OSHA safety clearances between SMUD's 230 kV transmission lines, and animate or inanimate objects.

H. Storage of Materials

Except as necessary for the construction of the Project, Grantee shall ensure that no staging, storage, or mounding materials occurs within the TCE area. Grantee agrees to remove all construction materials within the TCE area upon completion of the Project construction.

I. Protection of SMUD Facilities

Grantee shall ensure that SMUD's towers and poles are protected from vehicle or other damage associated with the Project construction. Grantee is responsible for any and all damage to SMUD's facilities within the TCE area caused as result of Grantee's Project.

Grantee shall ensure that all grading within the TCE area is conducted in a manner so that the minimum horizontal and vertical clearances are maintained in accordance with CPUC General Order No. 95. Grantee shall ensure that SMUD tower footings are not covered with earth, dirt, rubbish, or other materials at any time.

J. Impact on Street Parking and Traffic

Grantee shall minimize the impact of construction on traffic and will implement traffic control measures as necessary to alert travelers to potential delays that are caused by construction. Parking related to construction will occur within the TCE area, but not within 200 feet of the creek banks and shall not occur on adjacent streets.

K. Liens

Grantee shall construct the Project improvements in accordance with the terms of this TCE. Grantee shall keep the TCE area free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request. If any mechanics' liens are placed on the TCE area in connection with the activities or facilities set forth in this TCE, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code section 3143 or any successor statute.

**Required Federal Provisions**

The Grantee for itself, its personal representatives, successors-in-interest and assigns, as part of consideration hereof, does covenant and agree, as a covenant running with the land, that:

1. 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 in the use of said facilities; and
2. that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. that the Grantee shall use the premises in compliance with Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

DATED: \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

**El Dorado Hills Community Services District**

By: \_\_\_\_\_  
**Brent Dennis**, General Manager



**Exhibit A1**  
**To Temporary Construction Easement**

(See Attached Property Description)

**Exhibit B1**  
**To Temporary Construction Easement**

CSD's Initials\_\_\_\_\_

**Exhibit B1**  
**To Temporary Construction Easement**

(See Attached Map of Property)

**Exhibit B1**  
**To Temporary Construction Easement**

CSD's Initials\_\_\_\_\_



## Exhibit 'A1'

All that certain real property situate in the Section 26 and Section 27, Township 10 North, Range 8 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of Lot J of that particular Subdivision Map filed in Book H of Subdivisions at Page 28, official records said county and state lying southerly of the northerly 100 feet of said Lot, containing 7.31 acres more or less.

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

END OF DESCRIPTION

The purpose of this description is to describe that portion of said parcel for temporary construction purposes.



Loren A. Massaro      P.L.S. 8117

Dated: 10/01/2012



# EXHIBIT 'B1'

Situate in Sections 26 & 27, T. 10 N., R. 8 E., M.D.M.  
County of El Dorado, State of California

SILVA VALLEY  
PKWY

NORTHERLY 100' OF LOT J  
LOT J  
SUB. H-28

AREA 1:  
TEMPORARY CONSTRUCTION  
EASEMENT  
AREA=7.31 ACRES ±

TAM O'SHANTER



North  
Scale 1"=200'

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

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

SPACE ABOVE THIS LINE FOR RECORDERS USE

ONLY

Assessor's Parcel Number: 125-750-04  
1

Project: New York Creek Trail (East) Phase

Project #97005

**TEMPORARY CONSTRUCTION EASEMENT**

**El Dorado Hills Community Services District** (hereinafter referred to as "Grantor"), grants 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 A1 and B1**, attached hereto and made a part hereof.

This Temporary Construction Easement is granted under the express conditions of issuance listed below:

1. For 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's parcel.
2. Grantor represents and warrants that they are the owner of the property described in **Exhibit A1** and depicted on the map in **Exhibit B1**, 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 New York Creek Trail (East) Phase 1 ("Project"). Specifically, this Temporary Construction Easement shall allow Grantee or its agents, employees, and contractors the

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right of ingress and egress, as may be reasonably necessary, to construct the Project, including approximately 1,250 linear feet of a Class 1 bike trail, eight-foot wide, with four foot shoulders, and appurtenant improvements, as well as for other purposes incidental to construction of the Project. Except at otherwise provided herein, this Temporary Construction Easement shall not be revoked and shall terminate upon the recordation of the Notice of Acceptance for Phase 1 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 Temporary Construction Easement.

4. Grantee agrees to defend (with counsel selected by Grantor in its reasonable discretion), indemnify and hold harmless Grantor, its officials, employees and agents 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. This section shall survive the termination of this Temporary Construction Easement.
5. Nothing herein shall be construed to obligate Grantee to construct the aforementioned improvements in the event that Grantee determines, in its sole discretion, to delay or terminate the Project, or in the event that Grantor terminates this Temporary Construction Easement. In the event the Grantee decides to terminate the Project prior to completion, Grantee agrees to clean up the Temporary Construction Easement area so that all materials are removed or returned to their proper location, all equipment is removed and all plant life is restored to a condition substantially similar to the condition it was in prior to the commencement of the work on the Project. Also, in the event that Grantee terminates the Project early, the Temporary Construction Easement area will be left in a condition such that the dirt path that is currently located on the property, or a combination of the current dirt path and the portion of the New York Creek Trail that was constructed at the point that Grantee ceased work, creates a continuous and unobstructed path along the entire property described in Exhibit A1 and depicted on the map in Exhibit B1.

Consistent with this section, the Grantor may terminate this Temporary Construction Easement for non-compliance with any

CSD's Initials \_\_\_\_\_

provision of this Temporary Construction Easement, in its sole discretion, by providing Grantee with ten (10) days written notice of its intent to terminate this Temporary Construction Easement. After the ten (10) day notice has expired, Grantee shall execute and deliver to Grantor a Quitclaim Deed terminating this Temporary Construction Easement at anytime requested by Grantor and in a form provided by Grantor.

### **Conditions of Performance**

Grantor's grant of this Temporary Construction Easement ("TCE") is predicated on the Grantee, its agents, employees, and contractors complying with the following conditions of performance, and fulfilling all of Grantor's obligations in the applicable provisions of the Consent to Common Use Agreement between Grantor and Sacramento Municipal Utility District ("SMUD") as they relate to the construction of the Project:

A. Compliance with Federal, State, and Local Laws and Regulations

Grantee shall abide by and comply with all applicable federal, state, and local laws and regulations, including, but not limited to, building and safety codes. Grantee shall, at all times, conduct its activities related to the Project or on the TCE area to meet or exceed Occupational Safety and Health Administration (OSHA) and Cal-OSHA requirements. Grantee shall ensure that all the Project activities performed at or near the TCE area conform with California Public Utilities Commission (CPUC) General Order No. 95.

B. Access

In granting this permission, it is understood that the necessary work will not prevent access by Grantor to the property described in Exhibit A1 and depicted on the map in Exhibit B1.

Grantee understands and agrees that SMUD shall, at all times, have unfettered ingress and egress rights to the transmission structures within the TCE area. SMUD reserves the right to close the bike trail during its construction for purposes of maintenance and repair of SMUD facilities.

C. Notice

By acceptance of this TCE, the Grantee agrees to provide a minimum of seventy-two (72) hours written notice to the Grantor's General Manager in advance of commencing work on the construction of any improvements. Grantee shall also, prior to commencing construction, post signs at the ingress and egress of the TCE area, east of New York Creek, that are obvious to anyone attempting to use the current dirt trail in the TCE area, informing them that there is construction occurring in the TCE area and

CSD's Initials \_\_\_\_\_

that the existing dirt trail is closed. Grantee shall also post signs at the ingress and egress of the TCE area, east of New York Creek, that state "Caution: Overhead High-Voltage Transmission Lines." In the event that work is suspended for any period of time other than typical suspension caused by a holiday, Grantee shall again provide written notice to the General Manager a minimum of seventy-two (72) hours prior to recommencing work.

D. Dust

Grantee agrees that work performed under this TCE will comply with County AQMD rules related to dust, including Rule 223, Fugitive Dust – General Requirements, Rule 223-1, Fugitive Dust - Construction Requirements and Rule 223-2, Fugitive Dust – Asbestos Hazard Mitigation, as applicable. A dust plan in compliance with Rules 223-1 or 223-2, as applicable, will be prepared and submitted to the County AQMD for approval prior to commencing construction. In addition, Grantee will provide a copy of any plan or related documents to the Grantor at the same time such plan and related documents are submitted to the County AQMD. All construction and related improvement work must be performed consistent with such plan.

E. Noise

Grantee shall take all actions necessary to ensure that construction-related noise blends in with existing noise associated with typical residential activities and nearby traffic in accordance with County of El Dorado General Plan Noise Element Policy 6.5.1.11.

F. Timing of Work

Working hours for all work performed by the Grantee under this TCE shall be between 7 a.m. and 7 p.m., Monday through Friday, and between 8 a.m. and 5 p.m., Saturday and Sunday, with no work allowed on County holidays.

G. Equipment and Vehicles

When construction is not in progress, Grantee shall ensure that all equipment is secured.

Grantee shall ensure that no vehicle or equipment fueling associated with construction of the Project occurs within the TCE area.

During the Project construction, SMUD line equipment vehicles shall be provided access, at all times, to SMUD's transmission structures. Vehicles parked within said area shall be on wheels and capable of

CSD's Initials \_\_\_\_\_

immediate removal, and Grantee agrees to move any of it or its contractors' vehicles from said area upon receiving twenty-four (24) hours notice from Grantor. Grantor further reserves the right to remove all vehicles from the area in the event of non-removal pursuant to twenty-four (24) hours notice, or as necessary to allow SMUD to restore electricity, or during an emergency. All equipment with a boom utilized within the TCE area shall be equipped with a mechanical lockout to ensure that any boom extension does not exceed OSHA and Cal-OSHA safety clearances between SMUD's 230 kV transmission lines, and animate or inanimate objects.

H. Storage of Materials

Except as necessary for the construction of the Project, Grantee shall ensure that no staging, storage, or mounding materials occurs within the TCE area. Grantee agrees to remove all construction materials within the TCE area upon completion of the Project construction.

I. Protection of SMUD Facilities

Grantee shall ensure that SMUD's towers and poles are protected from vehicle or other damage associated with the Project construction. Grantee is responsible for any and all damage to SMUD's facilities within the TCE area caused as result of Grantee's Project.

Grantee shall ensure that all grading within the TCE area is conducted in a manner so that the minimum horizontal and vertical clearances are maintained in accordance with CPUC General Order No. 95. Grantee shall ensure that SMUD tower footings are not covered with earth, dirt, rubbish, or other materials at any time.

J. Impact on Street Parking and Traffic

Grantee shall minimize the impact of construction on traffic and will implement traffic control measures as necessary to alert travelers to potential delays that are caused by construction. Parking related to construction will occur within the TCE area, but not within 200 feet of the creek banks and shall not occur on adjacent streets.

K. Liens

Grantee shall construct the Project improvements in accordance with the terms of this TCE. Grantee shall keep the TCE area free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request. If any mechanics' liens are placed on the TCE area in

CSD's Initials \_\_\_\_\_

connection with the activities or facilities set forth in this TCE, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code section 3143 or any successor statute.

**Required Federal Provisions**

The Grantee for itself, its personal representatives, successors-in-interest and assigns, as part of consideration hereof, does covenant and agree, as a covenant running with the land, that:

1. 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 in the use of said facilities; and
2. that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. that the Grantee shall use the premises in compliance with Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

DATED: \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

**El Dorado Hills Community Services District**

By: \_\_\_\_\_  
**Brent Dennis, General Manager**

CSD's Initials \_\_\_\_\_



**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

CSD's Initials\_\_\_\_\_

## Exhibit 'A1'

All that certain real property situate in the Section 26 and Section 27, Township 10 North, Range 8 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of Lot J of that particular Subdivision Map filed in Book H of Subdivisions at Page 28, official records said county and state lying southerly of the northerly 100 feet of said Lot, containing 7.31 acres more or less.

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

END OF DESCRIPTION

The purpose of this description is to describe that portion of said parcel for temporary construction purposes.



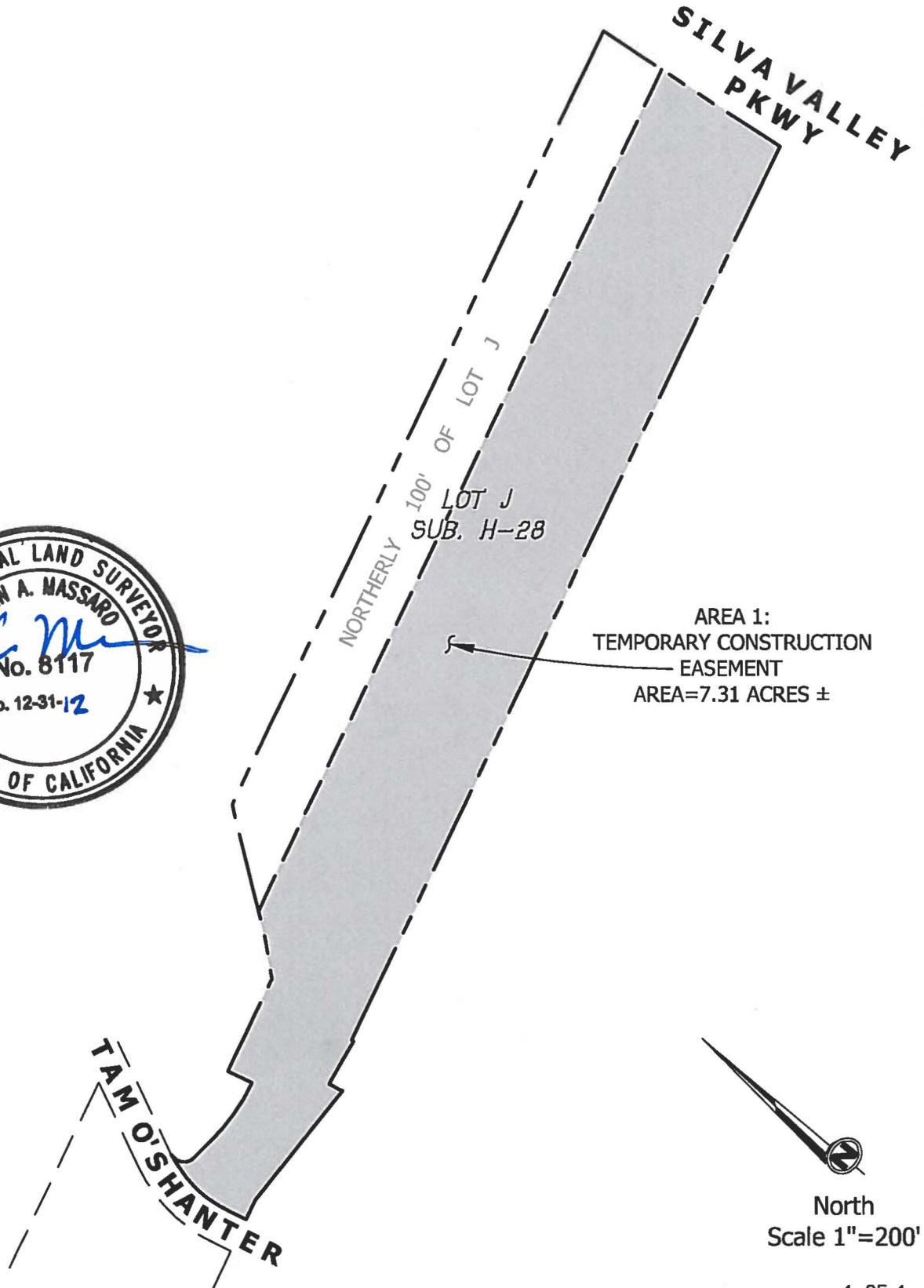
Loren A. Massaro      P.L.S. 8117

Dated: 10/01/2012



# EXHIBIT 'B1'

Situate in Sections 26 & 27, T. 10 N., R. 8 E., M.D.M.  
County of El Dorado, State of California



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement dated \_\_\_\_\_, 2012, from **El Dorado Hills Community Services District**, 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: 125-750-04

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Board of Supervisors, Chair

ATTEST:

Terri Daly  
Acting Clerk of the Board of Supervisors

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