

12/9/14 14-1562 # 13



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2014-0052832-00

Acct 6-PLACER TITLE CO
Tuesday, DEC 23, 2014 14:26:12
Ttl Pd \$0.00 Rcpt # 0001650527
MMP/C1/1-7

APN: 104-080-42
MICHAEL HAWES

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MICHAEL HAWES, AN UNMARRIED MAN, hereinafter referred to as "Grantor," 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 made a part hereof.

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

1. In consideration of **\$105.00 (One Hundred Five Dollars, exactly)** 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 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 **Salmon Falls Road at Glenesk Lane Realignment Project #73362 (Project)**. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the 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 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 4 (four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$26.25 (Twenty Six Dollars and Twenty-Five Cents)** monthly 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.

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
- (c) 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.

GRANTOR: MICHAEL HAWES, AN UNMARRIED MAN



Michael Hawes

Date: 11/2/14

(All signatures must be acknowledged by a Notary Public)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Placer

On Nov. 7, 2014 before me, Jeannette Lyon, Notary Public,
Date Name and Title of the Officer

personally appeared Michael Hawes
Name(s) of Signer(s)



Place Notary Seal Above

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: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Temporary Construction Easement Document Date: 11/7/2014
Number of Pages: 5 Signer(s) Other Than Named Above: inc. exhibits

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Hawes
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: self

Signer Is Representing: _____

Exhibit 'A'

All that certain real property situate in the West One-Half of Section 19, Township 11 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Tract B of that particular Record of Survey filed in Book 12 of Surveys at Page 85, official records said county and state being more particularly described as follows:

Tract 1:

Beginning in the southwesterly line of said Tract B from which the southeast corner thereof bears along said line the following three (3) courses; 1) South 42° 03' 18" East 22.16 feet, 2) South 27° 36' 58" East 64.51 feet and 3) South 42° 30' 07" East 1654.96 feet; thence from said POINT OF BEGINNING along said line North 42° 03' 18" West 10.23 feet; thence leaving said line North 05° 24' 26" East 64.71 feet; thence North 10° 40' 19" East 71.79 feet; thence South 73° 24' 48" East 10.05 feet; thence South 10° 40' 19" West 70.47 feet; thence South 07° 22' 47" West 71.04 feet to the POINT OF BEGINNING, containing 1310 square feet or 0.03 acres more or less.

Together with:

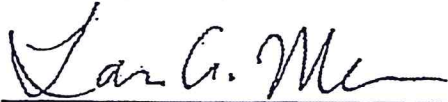
Tract 2:

Beginning in the southwesterly line of said Tract B from which the southeast corner thereof bears South 42° 30' 07" East 1625.28 feet; thence from said POINT OF BEGINNING along said line North 42° 30' 07" West 23.30 feet; thence leaving said line North 04° 04' 12" East 110.73 feet to northeasterly line of said Tract B; thence leaving said line South 11° 49' 28" East 40.82 feet; thence South 02° 19' 10" East 49.14 feet; thence South 03° 39' 57" West 38.64 feet to the POINT OF BEGINNING, containing 1412 square feet or 0.03 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999888 to obtain ground distances.

The purpose of this description is to describe those portions of said Tract as a temporary easement for construction purposes.



Loren A. Massaro P.L.S. 8117
Associate Land Surveyor, Transportation Division
El Dorado County
Dated: 02.11.2013



EXHIBIT 'B'

Situate in the West One-Half of Section 19,
 Township 11 North, Range 9 East, M.D.M.
 El Dorado County State of California

HAWES MICHAEL
 TRACT B
 RS 12-85
 APN 104-080-42

TRACT 1
 TEMPORARY CONSTRUCTION
 EASEMENT
 AREA= 12,701 SQ. FT.
 0.29 ACRES ±

TRACT 2
 TEMPORARY CONSTRUCTION
 EASEMENT
 AREA= 1,412 SQ. FT.
 0.03 ACRES ±

TRACT 1
 POINT OF BEGINNING

HAWES MICHAEL
 TRACT B
 RS 12-85
 APN 104-080-42

TRACT 2
 POINT OF BEGINNING

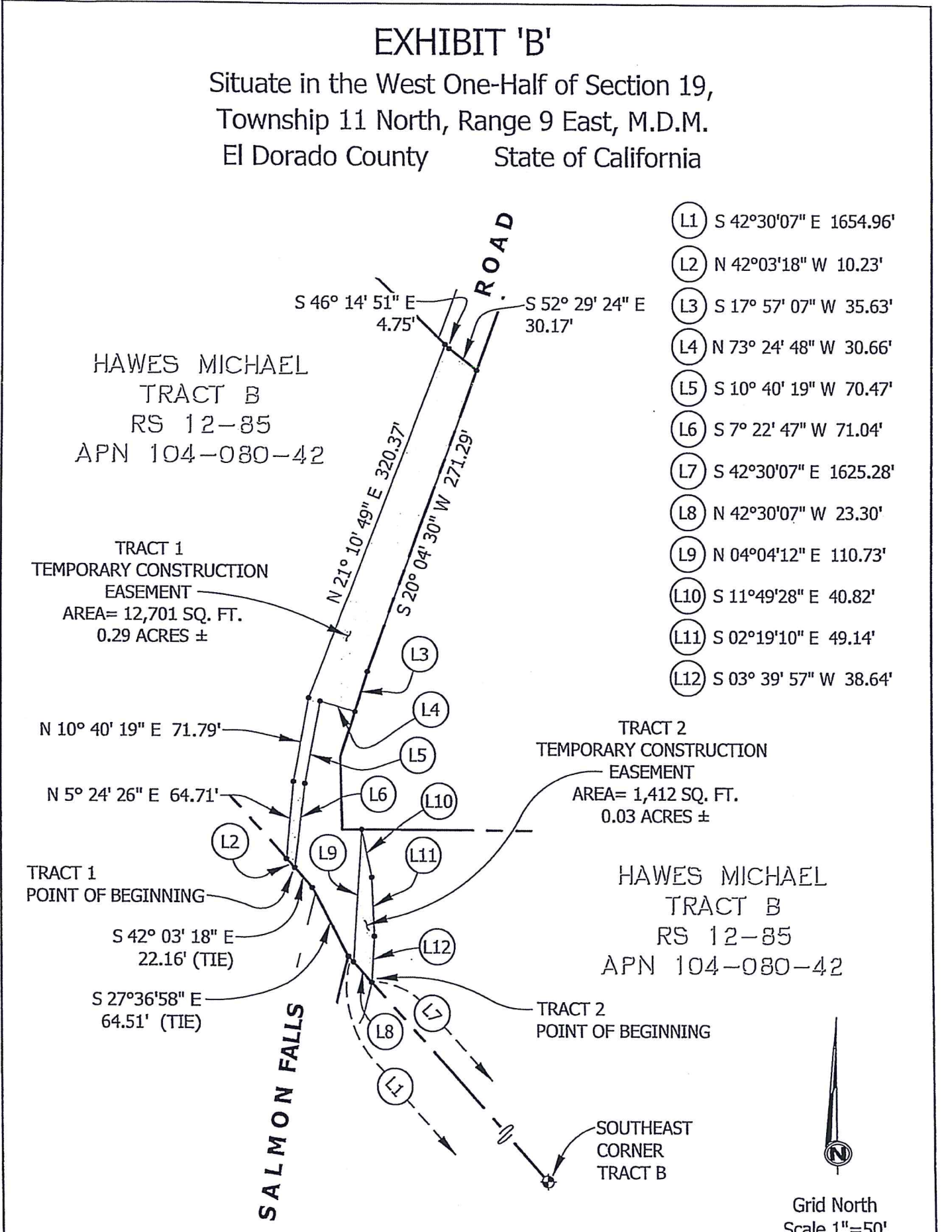
SOUTHEAST
 CORNER
 TRACT B

SALMON FALLS
 ROAD

- (L1) S 42°30'07" E 1654.96'
- (L2) N 42°03'18" W 10.23'
- (L3) S 17° 57' 07" W 35.63'
- (L4) N 73° 24' 48" W 30.66'
- (L5) S 10° 40' 19" W 70.47'
- (L6) S 7° 22' 47" W 71.04'
- (L7) S 42°30'07" E 1625.28'
- (L8) N 42°30'07" W 23.30'
- (L9) N 04°04'12" E 110.73'
- (L10) S 11°49'28" E 40.82'
- (L11) S 02°19'10" E 49.14'
- (L12) S 03° 39' 57" W 38.64'



Grid North
 Scale 1"=50'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN: 104-080-42
MICHAEL HAWES

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 11-7, 2014 from **MICHAEL HAWES, AN UNMARRIED MAN**, to the **County of El Dorado**, a political subdivision of the State of California, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this 9th day of December, 2014.

COUNTY OF EL DORADO

By: Norma Santiago

Chairman of the Board
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: Stephan Taylor

Deputy Clerk

12/23/2014, 20140052832