

RIGHT OF WAY CONTRACT**STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

CONFIDENTIAL

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

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APN 026-050-006

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	ED	50	78.30	OJ480/ 0319000289	SHOPP	N/A	COUNTY OF EL DORADO	38837-1, 2, 3, 4, 5, 6

_____, California

_____, 2025

COUNTY OF EL DORADO

Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

Document No. 38837-3, 5 in the form of **Drainage Easements (E)** to the State of California, covering the property particularly described in the above instrument and This **Document No. 38837-1, 2, 4, 6** in the form of **Temporary Construction Easements (TCEs)** to the State of California, particularly described in Clause #10 below, covering the property as delineated on the attached maps identified as Exhibit "A and B", has been executed and delivered to **MERCEDEZ DEWITT**, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as **Document No. 38837-3, 5** and **Parcel Nos. 38837-1, 2, 4, 6** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

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- (D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.
2. The State shall pay the undersigned Grantor the sum of **\$55,900.00** for the property rights conveyed in this transaction.
3. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901.
4. The undersigned Grantor warrants that **COUNTY OF EL DORADO** is the owner in fee simple of the property affected by the **Temporary Construction Easements (TCEs)** and the **Drainage Easements (E)**, conveyed in this transaction that **COUNTY OF EL DORADO**, has the exclusive right to grant these rights.
5. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
6. State shall take title subject to all matters recorded and/or unrecorded.
7. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
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8. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, with the exception of that certain Master Lease by and between Grantor and City of South Lake Tahoe, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel Nos. 38837-3, 5** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
10. It is understood and agreed that the amount payable in Clause 2 above includes compensation in full for the actual possession and use of the TCEs, identified as **Parcel Nos. 38837-1, 2, 4, 6**, for the period commencing on **April 16, 2026** and terminating on **December 1, 2028**. If said parcel is no longer necessary for construction purposes, these TCEs may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

These TCEs are identified as **Parcel Nos. 38837-1, 2, 4, 6**. **Sub-parcels 38837-1, 2** are needed to reconstruct the Americans with Disabilities Act (ADA) curb ramps, **sub-parcel 38837-4** is needed for culvert lining work access, and **sub-parcel 38837-6** is needed for a culvert replacement work area. Said easement shall be for a period of **thirty-two (32)** months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE areas shown on the maps marked Exhibit "A and B" attached hereto and made a part hereof.

11. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2 includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property

12. 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 the State, shall be left in as good condition as found.
13. It is agreed and confirmed by the parties hereto that any grantor-owned improvement in the acquisition area damaged during construction, will be repaired or restored to the previous condition; or replaced in like kind by the State's contractor.

THIS AREA LEFT INTENTIONALLY BLANK

14. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

In Witness Whereof, the Parties have executed this agreement the day and year first above written

AS VESTED

COUNTY OF EL DORADO

GEORGE TURNBOO Date
Chair, Board of Supervisors
Grantor

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY Mercedes DelWitt 09/16/25
MERCEDez DEWITT DATE
Right of Way Agent
Marysville

BY _____ DATE
ROBERT ODOM
Assistant Chief
North Region Right of Way
Marysville

BY _____ DATE
HARDEEP PANNU
Senior Right of Way Agent
Acquisition, Federal & State Lands Branch
Marysville

No Obligation Other Than Those Set Forth Herein Will Be Recognized

COUNTY OF EL DORADO
APN 026-050-006

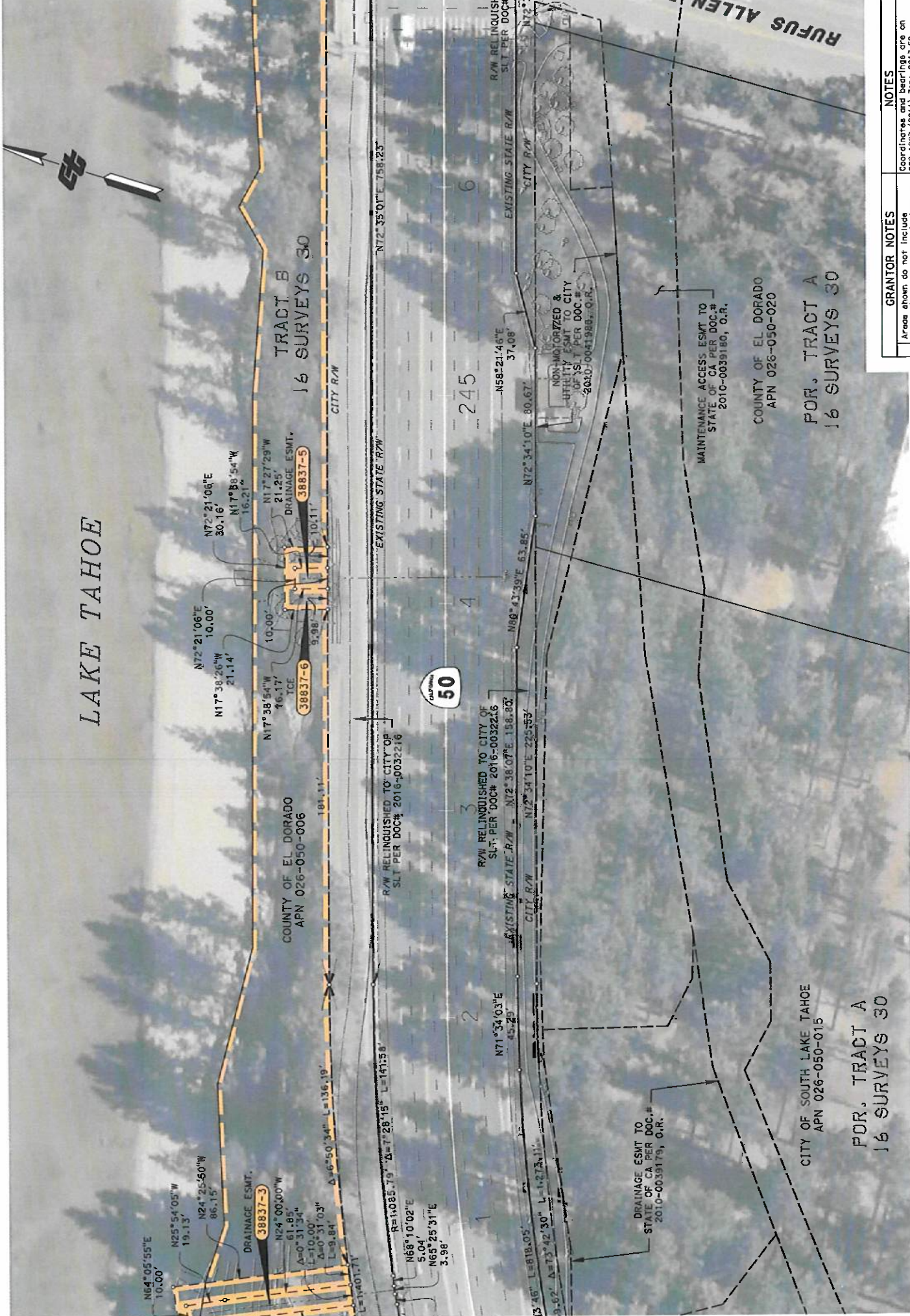
FOR TRACT A
16 SURVEYS 30

POR. TRACT A
16 SURVEYS 30

GRANTOR NOTES	NOTES
Area shown do not include underlying fee, unless indicated. As-acres Indicates Underlying Fee (U/F) Area Indicates Indeterminate U/F TITLE CODES: Per-Access Rights Only E-Encasement (Ease) TCE=Temp Construction Easo T=Other Temp Easo (see Remarks) O=Other (see Remarks)	Coordinates and bearings are on CCS 1983 (2011) Zone 2017.50. Distances and stationing are grid distances. Divide by 0.998623 to obtain ground distances. Distances are in feet unless otherwise noted.
	LEGEND
	Access Prohibited

[illegible]

LAKE TAHOE



GRANTOR NOTES	NOTES
Area shown, do not include underlaying fee, unless indicated.	Coordinates and bearings are on CCS 1983 (2011) Zone 2017-55.
Indicates Underlying Fee (UF) Area	Distances and stationing are grid distances.
Indicates Indeterminate UF	Divide by 0.999823 to obtain ground distances.
TITLE CODES:	All distances are in feet unless otherwise noted.
A=Access Rights Only	
E=Easement (Eas)	
TC=Temp Construction Eas	
T=Other Temp Eas (see Remarks)	
Q=Other (see Remarks)	
	LEGEND
	Access Prohibited

IR	AREAS (square feet or as noted)		REMARKS	RECORDATION	
	TOTAL	REQUIRED [UF] EXCESS [UF] REMAINDER		TYPE	DATE
DORADO	206,414	809	DRAINAGE EASMENT TO STATE		
DORADO	1159	162	DRAINAGE EASMENT TO STATE		
DORADO	477	96			
ESORTS LLC	267,893	96			

REQUESTED BY
DEPARTMENT OF TRANSPORTATION
North Region Right of Way
703 B Street
Marysville, California 95901

WAIVER

District	County	Route	Post Mile	Parcel Number
03	ED	50	78.30	38837-1, 2, 3, 4, 5, 6

the lessee, hereby waives any claim for any and all damages that may occur by reason of construction, landscaping, or maintenance over and across Parcel 38837-1, 2, 3, 4, 5, 6 as shown on the attached map.

Parcel Number
38837-1, 2, 3, 4, 5, 6

Dated this 2 day of September, 2025

Print: Joseph D. Irvine
Signature: Joseph D. Irvine
Title: City Manager
30, Lake Tahoe, CA



