
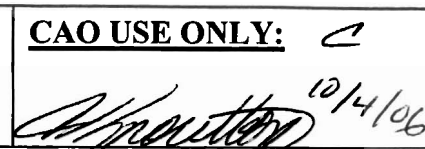


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 17, 2006**

AGENDA TITLE: U. S. Highway 50/Missouri Flat Road Interchange Project #71317: Approval and Acceptance of Temporary Construction Easements: APN 327-211-01 (Bowman); APN 327-211-02 (Dodgson); APN 327-211-03 (Miller/Clark); APN 327-140-44 (Jai Shri Ram Hospitality Group)

DEPARTMENT: Transportation	DEPT SIGNOFF: 	CAO USE ONLY: 
CONTACT: Pete Feild, R/W Program Manager		
DATE: 5/16/06	PHONE: Ext. 7666/5982	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The El Dorado County Department of Transportation recommends the Board of Supervisors:

- 1) Approve the Temporary Construction Easements for the following Assessor's Parcel Numbers (APN): APN 327-211-01 (Margaret L. Bowman as Trustee of the Margaret L. Bowman Revocable Trust created under Declaration of Trust dated May 14, 1997); APN 327-211-02 (Myrtle A. Dodgson, surviving joint tenant); APN 327-211-03 (Roger Miller, an unmarried man and Julie Clark, an unmarried woman as joint tenants); and APN 327-140-44 (Jai Shri Ram Hospitality Group LLC).
- 2) Authorize the Chairman to accept the Temporary Construction Easements by signing the Certificates of Acceptance for the Deeds associated with each temporary construction easement acquired.
- 3) Authorize the Director of Transportation or designee to execute internal Escrow Instructions and any other related escrow documents pertaining to the transaction, including the payment of title and escrow fees, if necessary.
- 4) Authorize the Chairman to sign the Budget Transfer.

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Hill 10/14/06*

Financial impact? Yes No Funding Source: Gen Fund Other

BUDGET SUMMARY:		Other: G.P. TIM
Total Est. Cost	\$11,440.00	CAO Office Use Only:
Funding		
Budgeted	\$11,440.00	4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding	_____	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings	_____	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Other	_____	CONCURRENCES:
Total Funding	\$11,440.00	Risk Management <u>N/A</u>
Change in Net County Cost		County Counsel <input checked="" type="checkbox"/>
		Other _____

***Explain**

BOARD ACTIONS:

<p>Vote: Unanimous _____ Or _____</p> <p>Ayes: _____</p> <p>Noes: _____</p> <p>Abstentions: _____</p> <p>Absent: _____</p> <p>Rev. 04/05</p>	<p>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</p> <p>Date: _____</p> <p>Attest: Cindy Keck, Board of Supervisors Clerk</p> <p>By: _____</p>
---	--



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



September 29, 2006

Board of Supervisors
 330 Fair Lane
 Placerville, California 95667

**Title: U. S. Highway 50/Missouri Flat Road Interchange; Project #71317:
 Approval and Acceptance of Temporary Construction Easements
 APN 327-211-01 (Bowman); APN 327-211-02 (Dodgson);
 APN 327-211-03 (Miller/Clark); APN 327-140-44 (Jai Shri Ram Hospitality Group)**

Meeting Date: October 17, 2006

District/Supervisor: District III/Supervisor Jack Sweeney

Dear Members of the Board:

Recommendation:

The Department of Transportation recommends the Board of Supervisors:

- 1) Approve the Temporary Construction Easements for the following Assessor's Parcel Numbers (APN): APN 327-211-01 (Margaret L. Bowman as Trustee of the Margaret L. Bowman Revocable Trust created under Declaration of Trust dated May 14, 1997); APN 327-211-02 (Myrtle A. Dodgson, surviving joint tenant); APN 327-211-03 (Roger Miller, an unmarried man and Julie Clark, an unmarried woman as joint tenants); and APN 327-140-44 (Jai Shri Ram Hospitality Group LLC).
- 2) Authorize the Chairman to accept the Temporary Construction Easements by signing the Certificate of Acceptance for the Deed associated with each temporary construction easement acquired.
- 3) Authorize the Director of Transportation or designee to execute internal Escrow Instructions and any other related escrow documents pertaining to the transaction, including the payment of title and escrow fees, if necessary.
- 4) Authorize the Chairman to sign the Budget Transfer.

Background:

On August 31, 2004, your Board certified the Environmental Impact Report for the referenced project, and on September 9, 2004, the Federal Highway Administration issued the Environmental Assessment of a Finding of No Significant Impact (FONSI) for the project.

On January 25th and March 1st, 2005, and January 31st and June 6, 2006 your Board approved agenda items requesting that the Board authorize the Right of Way Unit staff to proceed with the acquisition process involving a total of 38 parcels. Public outreach meetings have been held for the stakeholders on July 31st and August 3rd, 2006 and a general public meeting was held on August 30, 2006. All meetings were held in the Planning Commission Chambers located at

2850 Fairlane Court in Placerville. Stakeholder and public comments were fully considered and, in some cases, have resulted in changes to the construction plans, where beneficial.

The acquisitions of a portion of each of the four properties are necessary from the subject property owners in order to enable the construction of the project. Specifically, the amount needed for each portion of right of way is as follows:

<u>Assessor's Parcel Number (APN)/Owner</u>	<u>Cost of Temporary Construction Easement</u>
1) 327-211-01/Bowman	\$ 2,700.00
2) 327-211-02/Dodgson	\$ 1,900.00
3) 327-211-03/Miller & Clark	\$ 4,000.00
4) 327-140-44/Jai Shri Ram Hospitality Group LLC	\$ 1,200.00
Title and Escrow Fees	<u>\$ 1,640.00</u>
Grand Total	\$11,440.00

The design consultant, Quincy Engineering, has submitted 95% Construction Plans and Specifications to the DOT for their review and comment. The Project has been split into two Phases. Phase 1A is anticipated to go to bid in the Winter of 2006, with a Spring, 2007 construction start date. Phase 1B is expected to follow Phase 1A construction which is anticipated to last approximately 18 to 24 months.

Reason for Recommendation:

The acquisition of portions of the subject parcels are necessary from the subject property owners in order to enable the construction of the project.

Fiscal Impact:

Funding for these right of way acquisitions come from the General Plan Traffic Impact Mitigation fees.

Net County Cost:

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

Action to be Taken Following Approval:

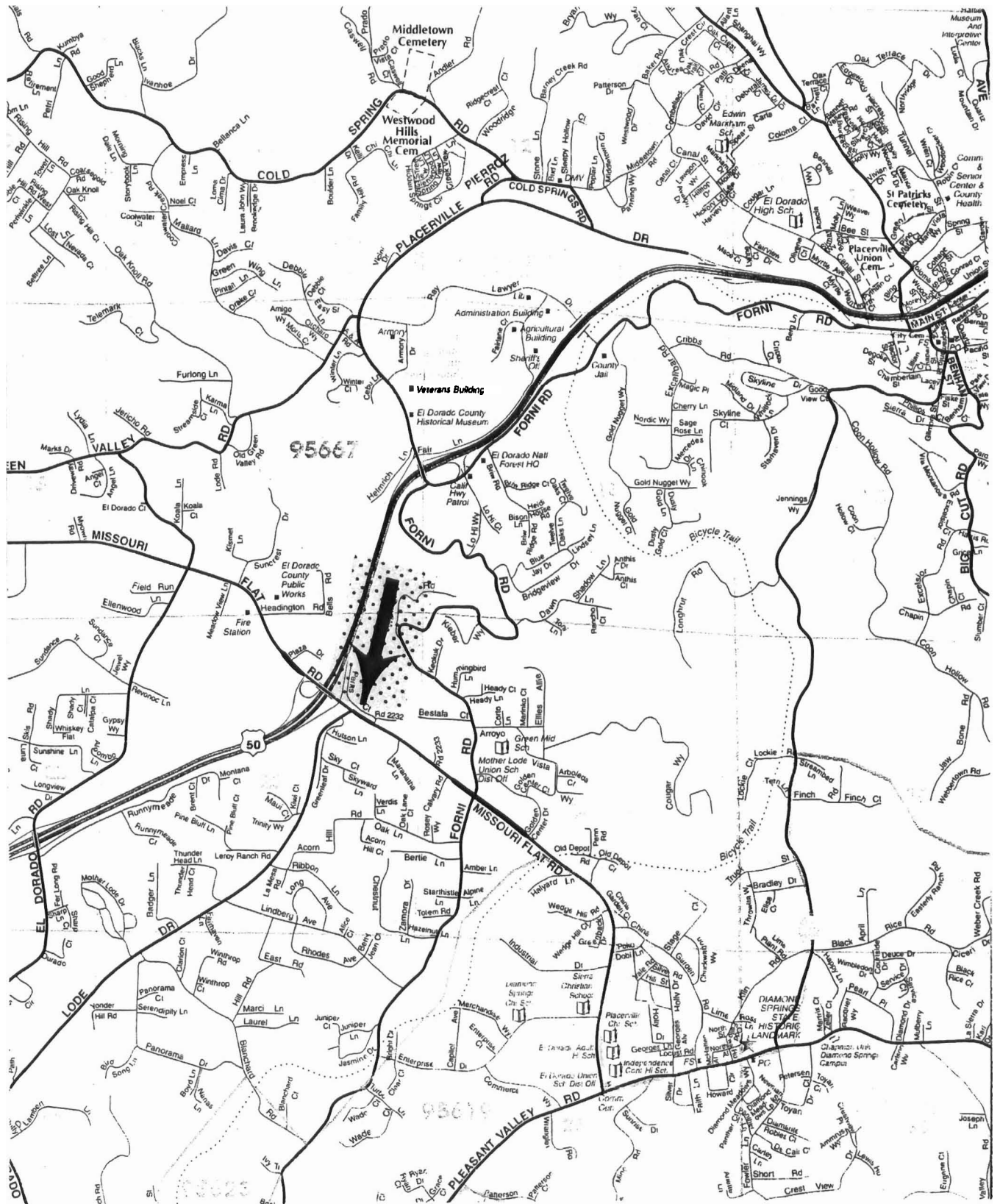
- 1) Chairman of the Board to execute the Certificates of Acceptance associated with each Temporary Construction Agreement for a temporary easement affecting a portion of the subject properties as follows: APN 327-211-01 (Margaret L. Bowman as Trustee of the Margaret L. Bowman Revocable Trust created under Declaration of Trust dated May 14, 1997); APN 327-211-02 (Myrtle A. Dodgson, surviving joint tenant); APN 327-211-03 (Roger Miller, an unmarried man and Julie Clark, an unmarried woman as joint tenants); and APN 327-140-44 (Jai Shri Ram Hospitality Group LLC).
- 2) Board Clerk to record executed documents.
- 3) Director of Transportation or designee to sign the escrow instructions and any related escrow documents pertaining to the transaction, including authorization for and payment to the subject property owners. Copies of all fully executed and recorded Temporary Construction Easements to be provided to each subject property owner by DOT Right of Way Unit staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard W. Shepard". The signature is fluid and cursive, with a large initial "R" and "S".

Richard W. Shepard P.E.
Director of Transportation

Vicinity Map

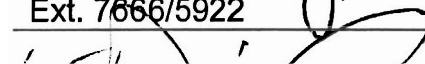


Contract #: 06-1193
revised

Item Submitted: US Hwy 50/Missouri Flat Rd. Interchange Project #71317;
Temporary Construction Easement; Bowman, APN #327-211-01

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT: DOT

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

Richard W. Shepard, P.E. 8/15/06
Director of Transportation

CONTRACTOR:

Name: Margaret L. Bowman
Re: 4101 Missouri Flat Rd.
Address: 3625 E. Chalk Creek Rd.
Coalville, UT 84017
Phone: 435-336-2777

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: 8/16/06 By: D. Lindstrom
Approved: _____ Disapproved: _____ Date: _____ By: _____

ATTORNEY P.B.
DEPT./INDEX NO. 305100
BY: _____

DATE 8-15-06
ASSIGNMENT

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

Index Code: <u>305100</u>	User Code: <u>71317J</u>
---------------------------	--------------------------

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: _____

10 PM 11-20

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: 327-211-01



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange
Project #71317
APN: 327-211-01

TEMPORARY CONSTRUCTION EASEMENT

Margaret L. Bowman, as Trustee of the Margaret L. Bowman Revocable Trust created under Declaration of Trust dated May 14, 1997, 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. In consideration of \$2,700.00 (Two-Thousand Seven-Hundred 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 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 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 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. Grantee's Contractor will make every reasonable effort to retain the stonewall located in the temporary construction easement. Two cedar trees standing on either side of the driveway in the temporary construction easement area will have to be removed and are represented as part of the consideration being paid by Grantee.

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 \$71.00 (Seventy-One 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:

Executed on this date: August 11, 2006

By: Margaret L. Bowman
Margaret L. Bowman, Trustee

NOTARY ACKNOWLEDGMENT

STATE OF Utah)

: SS

COUNTY OF Summit)

Capacity claimed by signer:

Individual; Trustee(s); Attorney-in-Fact; Guardian/Conservator;

Corporate Officer(s) _____ Title(s);

Partner(s) -- Limited, General

Other _____

On 11th Aug. 2006 before me, Norma Winters, a Notary Public in and for said State, personally appeared

Margaret L. Bowman 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.

Norma Winters
(Signature of Notary)
County of Summit
My commission expires 8-13-06

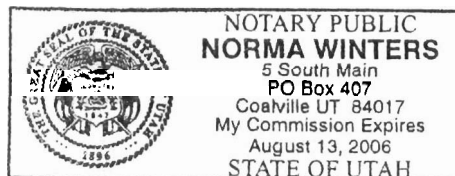


EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of the lands described in the deed recorded as Document No. 2000-0026668, 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 lands; thence along the southeasterly boundary North 38°02'07" East (cite North 38°29' East) 11.022 meters (36.16 feet); thence leaving said boundary North 52°11'38" West 9.634 meters (31.61 feet); thence South 40°14'06" West 10.605 meters (34.79 feet) to the southwesterly boundary; thence along the northeasterly right-of-way line of Missouri Flat Road South 49°45'50" East (cite South 49°06' East) 10.048 meters (32.97 feet) to the point of beginning, containing 106.4 sq. meters (1,145 sq. ft.), more or less.

See attached Exhibit "B"

END OF DESCRIPTION.

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.



4-13-06

EXHIBIT "B"

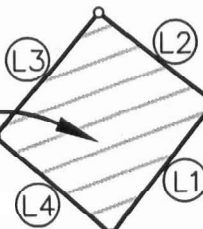
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N38°02'07"E	11.022m
L2	N52°11'38"W	9.634m
L3	S40°14'06"W	10.605m
L4	S49°45'50"E	10.048m

ROAD 2232

BOWMAN REV. TR.
 APN 327:211:01
 2000-0026668

PARCEL 1

POINT OF BEGINNING



EXISTING R/W LINE

MISSOURI FLAT ROAD

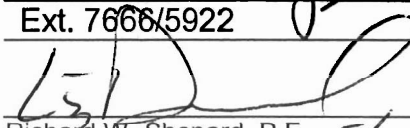


SCALE = 1:500
 METRIC

Contract #: 06-1211

Item Submitted: US Hwy 50/Missouri Flat Rd. Interchange Project #71317;
Temporary Construction Easement; Dodgson, APN #327-211-02

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT: DOT
 Department: Transportation
 Dept. Contact: Pete Feild
 Phone: Julie Duchscherer
 Department Head: Ext. 7666/5922
 Signature: 
 Richard W. Shepard, P.E.
 Director of Transportation

CONTRACTOR:
 Name: Myrtle Dodgson
 Re: 4111 Missouri Flat Rd.
 Address: 4454 Fowler Rd.
Diamond Springs, CA 9561
 Phone: 622-0868

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: 8/23/06 By: D. Livingston
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT

DATE: 8/17/06
 BY: [Signature]
 DEPT: TRANSPORTATION
 INDEX NO: [Handwritten]

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

Inbox 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: _____

17
 Approved
 DOT
 RECEIVED

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: 327-211-02



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange
Project #71317
APN: 327-211-02

TEMPORARY CONSTRUCTION EASEMENT

Myrtle A. Dodgson, surviving joint tenant, 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. In consideration of \$1,900.00 (One-Thousand Nine-Hundred 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 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 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 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 \$80.17 (Eighty Dollars and Seventeen Cents, 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:

Executed on this date: Aug 15, _____, 2006

By: Myrtle A. Dodgson
 Myrtle A. Dodgson

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 the deed recorded in Book 1640, Official Records, at Page 446, in the office of the El Dorado County Recorder, being a portion of the southeast quarter of the northeast quarter of Section 23, and the southwest quarter of the northwest quarter of Section 24, 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 northerly right-of-way line of Missouri Flat Road North 49°46'00" West (cite North 49°06' West) 7.698 meters (25.26 feet); thence leaving said right-of-way line North 40°20'56" East 11.203 meters (36.76 feet); thence South 49°51'14" East 8.256 meters (27.09 feet) to the southeasterly boundary; thence along said boundary South 43°11'53" West (cite South 44°14' West) 11.230 meters (36.84 feet) to the point of beginning, containing 89.4 sq. meters (962 sq. ft.), more or less.

See attached Exhibit "B"

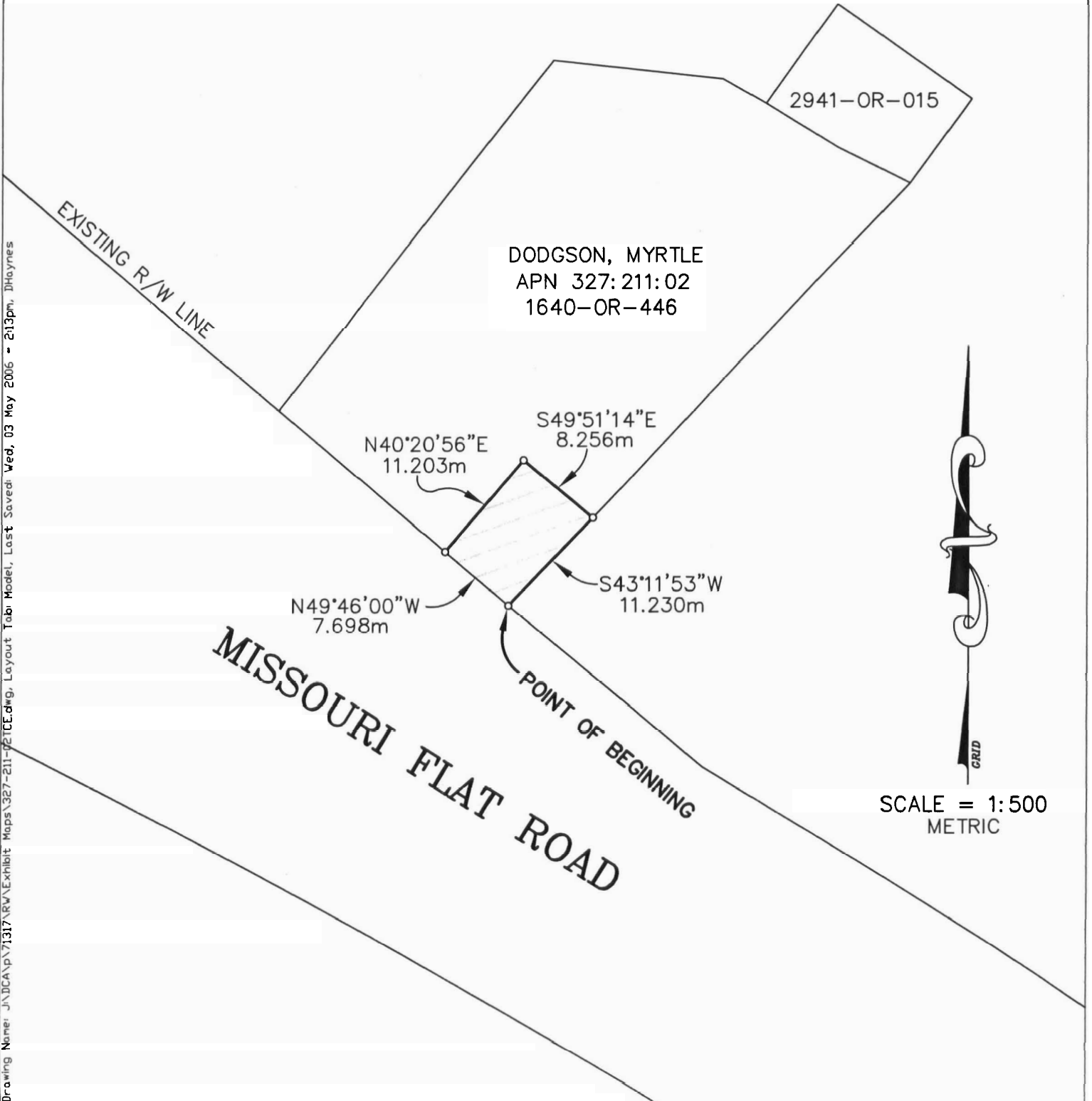
END OF DESCRIPTION.

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.



5-03-06

EXHIBIT "B"



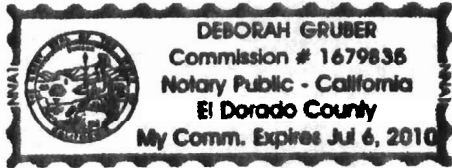
Drawing Name: J:\DCA\p\71317\RW\Exhibit Maps\327-211-02\ICE.dwg, Layout Tab: Model, Last Saved: Wed, 03 May 2006 2:13pm, D:\aynes

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of El Dorado } ss.

On August 15 2006 before me, DEBORAH GRUBER Name and Title of Officer (e.g., "Jane Doe, Notary Public") **NOTARY Public**
 personally appeared Myrtle Ann Dodgson Name(s) of Signer(s)

- personally known to me
- 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.

Deborah Gruber
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

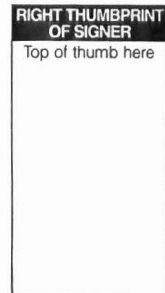
Title or Type of Document: Temporary Construction Easement
 Document Date: August 15 2006 Number of Pages: 4 pages of acknowledgment
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Myrtle A. Dodgson

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

Signer Is Representing: self



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated August 15, 2006, from **Myrtle A. Dodgson, Surviving Joint Tenant**, 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 _____ 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

ASSIGNMENT

Contract #: 06-1213

DATE 08/18/2006

Item Submitted: US Hwy 50/Missouri Flat Rd. Interchange Project #71317:

Temporary Construction Easement; Miller/Clark, APN #327-211-03

ATTORNEY TRISH B

DEPT./INDEX NO. 30620

CONTRACT ROUTING SHEET

BY: PRO PROCESSING DEPARTMENT: DOT

CONTRACTOR:

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

Name: Roger Miller, Julie Clark
 Re: 4127 Missouri Flat Rd.
 Address: P.O. Box 976
 Diamond Springs, CA 95619
 Phone: 651-1503 (ERA/Julie Clark)

[Signature]
 Richard W. Shepard, P.E.
 Director of Transportation
 8/17/06

EL DORADO COUNTY COUNSEL
 2006
 10 11 06-97
 Hand Delivered

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: _____ No:

Compliance verified by: Master Routing List

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: _____ Date: 8/23/06 By: D. Livingston
 Approved: _____ Disapproved: _____ Date: _____ By: _____

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

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: _____

RECEIVED
 DOT
 2006 08 23 PM 4:22

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: 327-211-03



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange
Project #71317
APN: 327-211-03

TEMPORARY CONSTRUCTION EASEMENT

Roger Miller, an unmarried man and Julie Clark, an unmarried woman, as joint tenants, 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. In consideration of \$4,000.00 (Four-Thousand 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 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 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 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. Fencing that is

currently in the temporary construction easement area may need to be moved. If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

- 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 \$167.00 (One Hundred Sixty-Seven Dollars, exactly) will be paid to Grantor, until construction is completed.

- 4. 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:

Executed on this date: 8/17, 2006

By: Roger Miller
Roger Miller

By: Julie Clark 8-17-06
Julie Clark

NOTARY ACKNOWLEDGMENT

STATE OF California)
) : SS
COUNTY OF El Dorado)

Capacity claimed by signer:

- Individual; Trustee(s); Attorney-in-Fact; Guardian/Conservator;
- Corporate Officer(s) _____ Title(s);
- Partner(s) -- Limited, General
- Other _____

On Aug. 17, 2006 before me, Jessica Peerman, a Notary Public in and for said State, personally appeared Roger Miller and Julie Clark 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.

- Jessica Peerman
(Signature of Notary)
County of El Dorado
My commission expires May 24, 2008

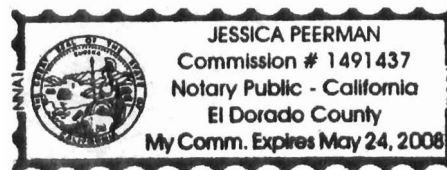


EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel No. 1, as said parcel is described in the deed recorded as Document No. 2003-0045418 in the office of the El Dorado County Recorder, being a portion of the southeast quarter of the northeast quarter of Section 23, and the southwest quarter of the northwest quarter of Section 24, 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 northerly right-of-way line of Missouri Flat Road North 49°57'23" West (cite North 49°06' West) 23.268 meters (76.34 feet) to the most westerly corner; thence leaving said right-of-way line along the northwesterly boundary North 43°11'53" East (cite North 44°14' East) 8.226 meters (26.99 feet); thence leaving said boundary South 49°51'14" East 21.881 meters (71.79 feet) to the southeasterly boundary; thence along said boundary South 33°31'28" West (cite South 34°29'20" West) 8.228 meters (26.99 feet) to the point of beginning, containing 0.0185 hectares (0.046 acres), more or less.

See attached Exhibit "B"

END OF DESCRIPTION.

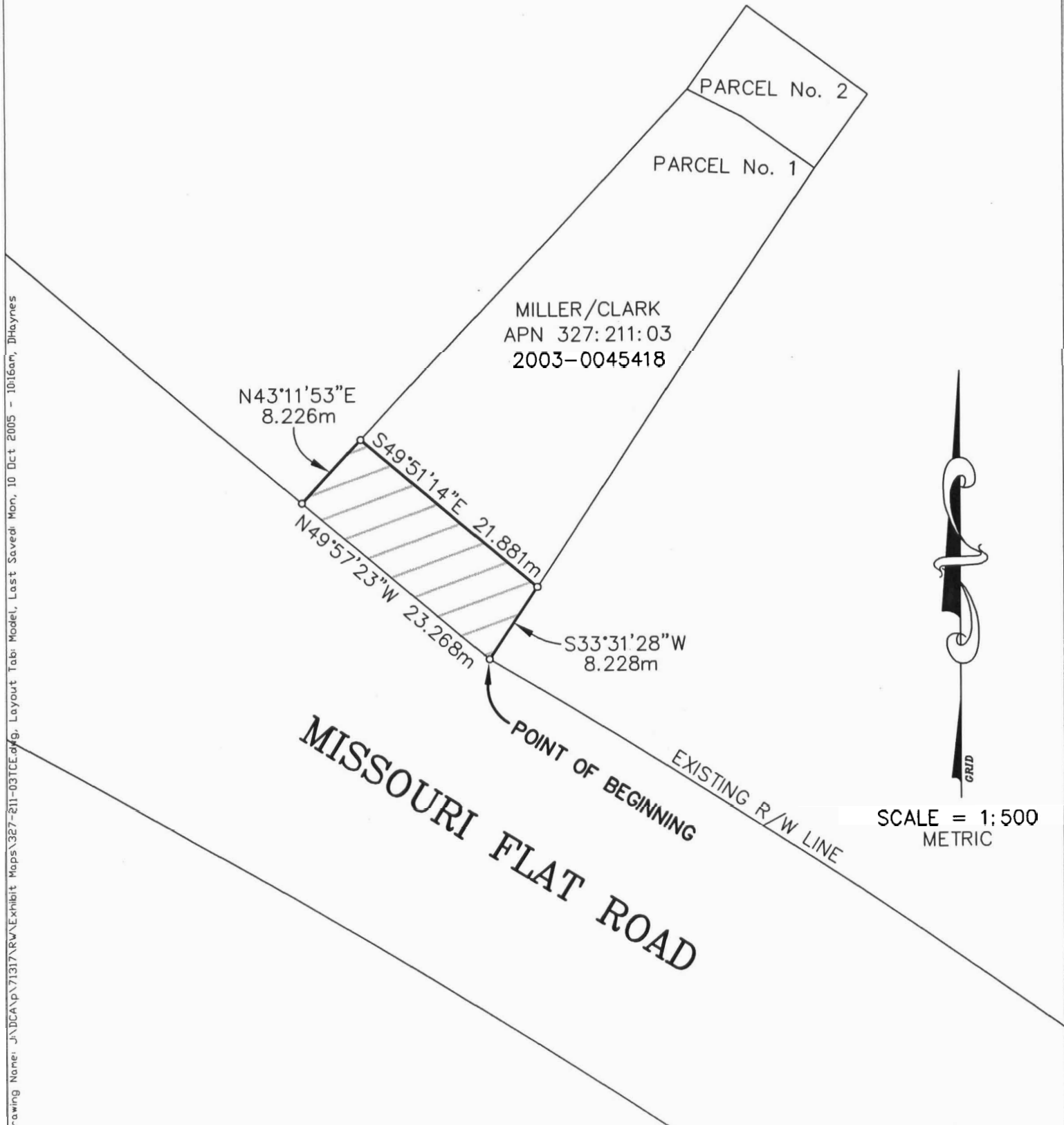
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



12-22-05

EXHIBIT "B"

Drawing Name: J:\DCA\p\71317\RW\Exhibit Maps\327-211-03TCE.dwg, Layout Tab: Model, Last Saved: Mon, 10 Oct 2005 - 10:16am, Dhaynes



MILLER/CLARK
APN 327:211:03
2003-0045418

PARCEL No. 2

PARCEL No. 1



SCALE = 1:500
METRIC

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated August 17, 2006, from **Roger Miller, an Unmarried Man and Julie Clark, an Unmarried Woman as Joint Tenants**, 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 _____ 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

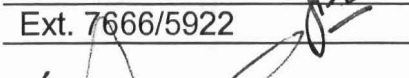
By: _____
Deputy Clerk

Contract #: 06-1255

Item Submitted: US Hwy 50/Missouri Flat Rd. Interchange Project #71317;
Temporary Construction Easement; Jai Shri Ram Hospitality, APN #327-140-44

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT: DOT

Department: Transportation
Dept. Contact: Pete Feild *PF by JSD*
Phone: Julie Duchscherer
Department Head: Ext. 7666/5922
Signature: 

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

CONTRACTOR:

Name: Jai Shri Ram Hospitality
C/O V. Kumar Sharod
Address: 6850 Greenleaf Drive
Placerville, CA 95667
Phone: 530-622-9100

Shri Ram Hospitality
2005 SEP 22 PM 4:10
EL DORADO COUNTY COUNSEL

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: 9/27/06 By: Jush Book
Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT
DATE: 09/05/2006
ATTORNEY: JUSH B
DEPT. INDEX NO.: 305100

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

Index Code: <u>305100</u>	User Code: <u>71317J</u>
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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: _____

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: 327-140-44



SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange
Project #71317
APN: 327-140-44

TEMPORARY CONSTRUCTION EASEMENT

Jai Shri Ram Hospitality Group, LLC, A California Limited Liability Company, 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. In consideration of \$1,200.00 (One-Thousand Two-Hundred 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 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 staging or 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 \$50.00 (Fifty 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:

Executed on this date: 09-21-, 2006

By: *Vinod K. Sharma*
 Vinod K. Sharma, Manager

NOTARY ACKNOWLEDGMENT

STATE OF California)
) : SS
 COUNTY OF El Dorado)

Capacity claimed by signer:
 Individual; Trustee(s); Attorney-in-Fact; Guardian/Conservator;
 Corporate Officer(s) _____ Title(s);
 Partner(s) -- Limited, General
 Other _____

On September 21, 2006 before me, DEBORAH GRUBER, a Notary Public in and for said State, personally appeared Vinod K. Sharma 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.

Deborah Gruber
 (Signature of Notary)
 County of El Dorado
 My commission expires July 6, 2010

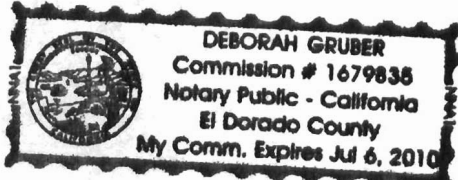


EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 39 of Parcel Maps, at Page 59, 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 on the northwesterly boundary of said Parcel 1, from which the most northerly corner of said parcel bears North 30°34'11" East 64.721 meters (212.34 feet); **thence from said point of beginning** and leaving said boundary South 08°13'42" East 7.187 meters (23.58 feet); thence South 81°46'18" West 12.108 meters (39.72 feet); thence North 08°13'42" West 5.045 meters (16.55 feet) to the aforementioned northwesterly boundary, the beginning of a 30.475 meter (99.98 foot) radius non-tangent curve to the left; thence easterly along said curve an arc distance of 12.381 meters (40.62 feet), through a central angle of 23°16'40", and subtended by a chord which bears North 71°44'29" East 12.296 meters (40.34 feet) to the point of beginning, containing 68.9 sq. meters (742 sq. ft.), more or less.

See attached Exhibit "B"

END OF DESCRIPTION

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.



12-22-05

EXHIBIT "B"

MOTHER LODE DR.

R=30.475m
L=12.381m
 $\Delta=23^{\circ}16'40''$
Ch=N71°44'29"E
12.296m

POINT OF BEGINNING

EXISTING R/W LINE

N08°13'42"W
5.045m

S08°13'42"E
7.187m

S81°46'18"W
12.108m

(TIE) N30°34'11"E
64.721m

JAI SHRI RAM HOSP GROUP
APN 327:140:44
PARCEL 1, 39-PM-59



SCALE = 1:500
METRIC

Drawing Name: J:\DCA\p\71317\RV\Exhibit Maps\027-140-44TCE.dwg, L y o t Tab: Model Last Sav d T e, 08 Nov 2005 - 8:34am, JHaynes

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated September 21, 2006, from **Jai Shri Ram Hospitality Group, LLC, A California Limited Liability Company**, 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 _____ 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