



El Dorado, County Recorder
 William Schultz Co Recorder Office
DOC- 2012-0067101-00

Acct 21-EL DORADO CO DEPT TRANS
 Friday, DEC 21, 2012 08:28:52
 Ttl Pd \$0.00 Rcpt # 0001487767
 JLB/C1/1-11

**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 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

The undersigned grantor(s) declare(s):
 Documentary transfer tax is \$ 0.1922
 computed of full value of property conveyed, or
 computed on full value less value of liens and encumbrances remaining at time of sale.

CSD's Initials RBD

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, 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 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 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: Dec. 14, _____, 2012.

GRANTOR:

El Dorado Hills Community Services District

By: Brent Dennis
Brent Dennis, General Manager

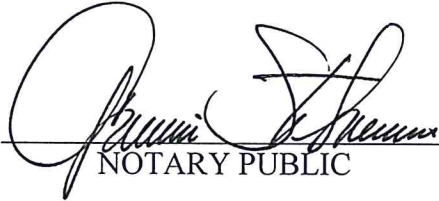
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF El Dorado)

On Dec. 14th, 2012 before me, Jamie Strohmaier,
Notary Public, personally appeared Robert Brent Dennis, 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 RBD

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



067101

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, 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 December 14, 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 19 day of December, 2012.
Board date 10-30-12

COUNTY OF EL DORADO
By: 
John R. Knight, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 

067101

GOVERNMENT CODE 27361.7

ILLEGIBLE NOTARY DECLARATION

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Jamie Strotmaier

Date commission expires 9/27/14

Notary identification number 1905874
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor identification number NNA1
(For Notaries commissioned after 1-1-1992)

Place of execution of this declaration Plumville, PA

Dated 12/21/12

Signed Denise Colesanti - Transportation
(Firm name, if any)