

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

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

**APN 089-060-23
MICHAEL S. HOWARD
#73360 - Cold Springs Rd Realignment**



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2015-0045056-00
Acct 6-PLACER TITLE CO
Friday, SEP 25, 2015 14:38:00
Ttl Pd \$0.00 Nbr - 0001714265
MMF / C1 / 1-7

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922

Above section for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MICHAEL S. HOWARD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, 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 by reference is made a part hereof.

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

1. In consideration of **\$36.96 (Thirty Six Dollars AND 96/100)** 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 they are 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 **COLD SPRINGS ROAD REALIGNMENT PROJECT #73360 (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. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. 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 12 (Twelve) months of construction, together with the five-year warranty period. In the event that construction of the Project is not completed within 12 (Twelve) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$3.08 (Three Dollars AND 08/100) monthly** will be paid to the 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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 26TH day of January, 2015

GRANTOR: MICHAEL S. HOWARD, A MARRIED MAN
 AS HIS SOLE AND SEPARATE PROPERTY



Michael S. Howard

(All signatures must be acknowledged by a Notary Public)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado)

On January 26, 2015 before me, Vanessa M. Cothran, notary public
(insert name and title of the officer)

personally appeared Michael S. Howard,
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 Vanessa M. Cothran (Seal)



Exhibit 'A'

All that certain real property situate in Section 33, Township 11 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain Document Number 2000-0042564, official records said county and state more particularly described as follows:

Beginning at a point from which the southwest corner of said parcel bears North 73° 14' 02" West 95.25 feet thence from said POINT OF BEGINNING North 32° 30' 16" East 22.00 feet; thence South 57° 29' 44" East 50.00 feet; thence South 32° 30' 16" West 22.00 feet; thence North 57° 29' 44" West 50.00 feet to the POINT OF BEGINNING, containing 1100 square feet or 0.02 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 0.999859 to obtain ground distances.

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

Loren A. Massaro

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



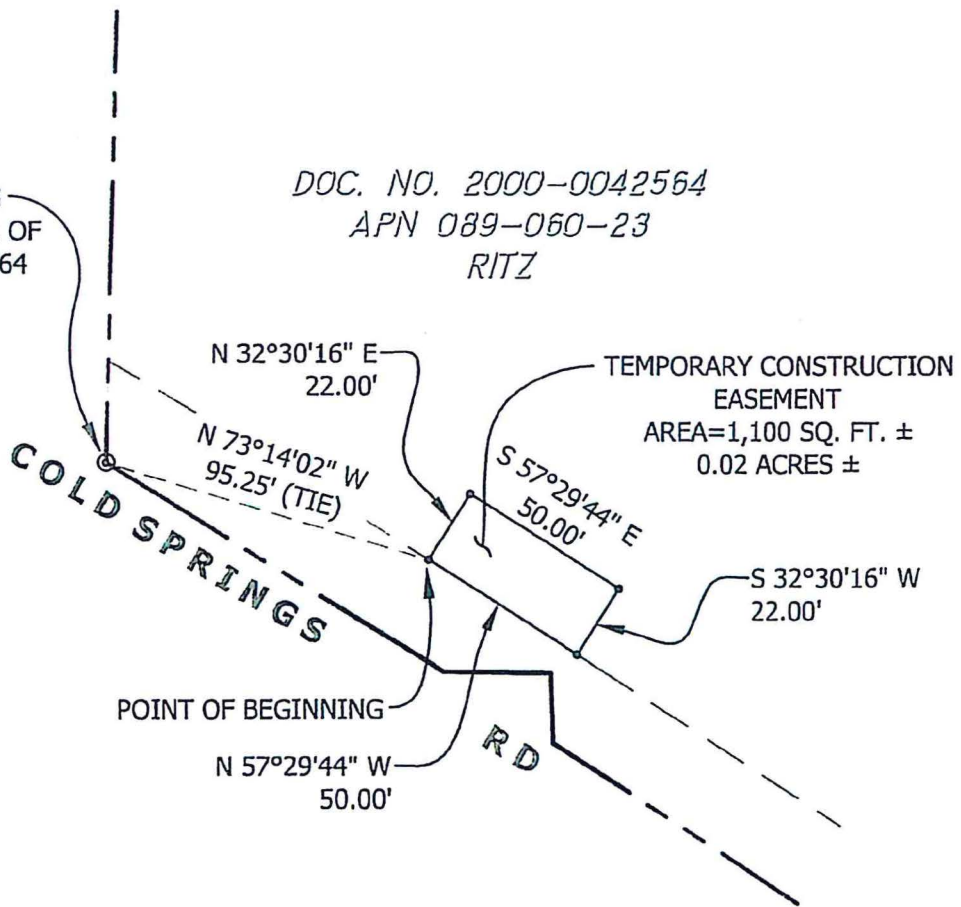
Dated: 06.28.2013

EXHIBIT 'B'

Situate in Section 33, T. 11 N., R. 10 E., M.D.M.
County of El Dorado, State of California

POINT OF BEGINNING
SOUTHWEST CORNER OF
DOC. NO. 2000-0042564

DOC. NO. 2000-0042564
APN 089-060-23
RITZ



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

MICHAEL S. HOWARD
APN: 089-060-23
#73360 - Cold Springs Rd Realignment

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated 1-26, 2015, from **MICHAEL S. HOWARD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, 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: 089-060-23

Dated this 24 day of February, 2015.

COUNTY OF EL DORADO

By: 
Brian R. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk