

**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 098-171-001

| District | County | Route | P.M. (KP) | E. A. | Program | Fed. Ref.        | Name                | Parcel |
|----------|--------|-------|-----------|-------|---------|------------------|---------------------|--------|
| 03       | PLA    | 89    | 0.61      | 2A920 | 335     | ACSTP P089 (095) | County of El Dorado | 35907  |

Placerville, California

March 15, 2011

County of El Dorado

Grantor

**RIGHT OF WAY CONTRACT -- STATE HIGHWAY**

Document No. 35907-1 in the form of a Highway Easement Deed to Placer County and this document No. 35907-2 in the form of a Temporary Construction Easement, outlined on the attached map marked Exhibit "A" has been executed and delivered to JEFF B. PHIPPS, 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. 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 improvement.
2. The State shall pay the undersigned Grantor the sum of **\$2,500.00** for this acquisition.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on **April 15, 2012**, and that 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.
4. The undersigned Grantor warrants that they are the owner in fee simple of the property affected by this acquisition as described in Clause 3 above and that he has the exclusive right to grant these rights.

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5. 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.
  6. Grantor understands and agrees that after completion of the work described above, if any, said facility will be considered as Grantor's sole property and Grantor will be responsible for any necessary maintenance and repair.
  7. The temporary construction easement (35907-2) is necessary for the purpose of constructing the PLA 89 Project. Compensation under this temporary construction easement covers a construction period estimated to be 24 (twenty-four months) of construction, together with the one-year warranty period. Said construction period shall be from April 15, 2012 and continuing for two years until April 15, 2014, and the one-year warranty period shall be from April 15, 2014 to April 15, 2015, or for any 12 month period following completion of construction prior to April 15, 2014. 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. 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 warranty period survives the expiration of this easement.
  8. 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 or assignees.
  9. State agrees to indemnify the hold harmless **County of El Dorado** 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 it option, either repair or pay for such damage.
  10. This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 3, 703 B Street Marysville, CA 95901
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*In Witness Whereof*, the Parties vested have executed this agreement the day and year first above written.

**County of El Dorado**

*Raymond J. Nuring*      3/15/11      *\*see attached acknowledgment*  
County of El Dorado      Date  
Grantor      *Raymond J. Nuring*

RECOMMENDED FOR APPROVAL:

ACCEPTED:

By *J. B. Phipps*  
JEFF B. PHIPPS  
Right of Way Agent  
Marysville

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
By *Bruce C. Wilson*  
~~JANEL D. WILSON~~ *BRUCE C. WILSON*  
Senior Right of Way Agent  
Marysville

**No Obligations Other Than Those Set Forth Herein Will Be Recognized**

