

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: 069-241-14

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Green Valley Road at Tennessee Creek Bridge  
Reconstruction Project #77109

## TEMPORARY CONSTRUCTION EASEMENT

**Mark K. Freeman and Christine Freeman, husband and wife as joint tenants as to an undivided 2/3 interest and Mark Freeman and Christine Freeman, husband and wife as joint tenants, as to an undivided 1/3 interest, 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 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 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 Green Valley Road at Tennessee Creek Bridge Reconstruction 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 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 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 \$74.39 (Seventy-Four-Dollars, and 39/100ths 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.

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.

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**GRANTOR: Mark K. Freeman and Christine Freeman, husband and wife as joint tenants as to an undivided 2/3 interest and Mark Freeman and Christine Freeman, husband and wife as joint tenants, as to an undivided 1/3 interest**

Executed on this date: \_\_\_\_\_, 2010

**Mark K. Freeman and Christine Freeman, husband and wife as joint tenants as to an undivided 2/3 interest**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MARK K. FREEMAN

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE FREEMAN

**Mark Freeman and Christine Freeman, husband and wife as joint tenants as to an undivided 1/3 interest**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MARK FREEMAN

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE FREEMAN

**Notary Acknowledgements Follow**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

All that portion of Parcel A, as said parcel is shown on the map recorded in Book 22 of Parcel Maps, at Page 60, in the office of the El Dorado County Recorder, being a portion of the south half of Section 13, Township 10 North, Range 9 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

Beginning on the westerly boundary of said parcel, from which the most southerly corner of said parcel bears South 09°04'30" East 131.57 feet, being the chord of a 960.42 foot (cite 960') radius curve concave easterly; **thence from said point of beginning** northerly along said curve and westerly boundary an arc distance of 189.39 feet, through a central angle of 11°17'54", and subtended by a chord which bears North 00°30'07" East 189.08 feet; thence leaving said boundary across said parcel the following 6 courses: 1) South 83°50'56" East 20.00 feet; 2) South 02°06'43" West 132.48 feet; 3) North 88°04'23" East 35.47 feet; 4) South 63°38'56" East 39.90 feet; 5) South 39°05'21" West 89.30 feet; 6) North 45°14'45" West 44.44 feet to the point of beginning, containing 0.180 acres, more or less.

END OF DESCRIPTION.

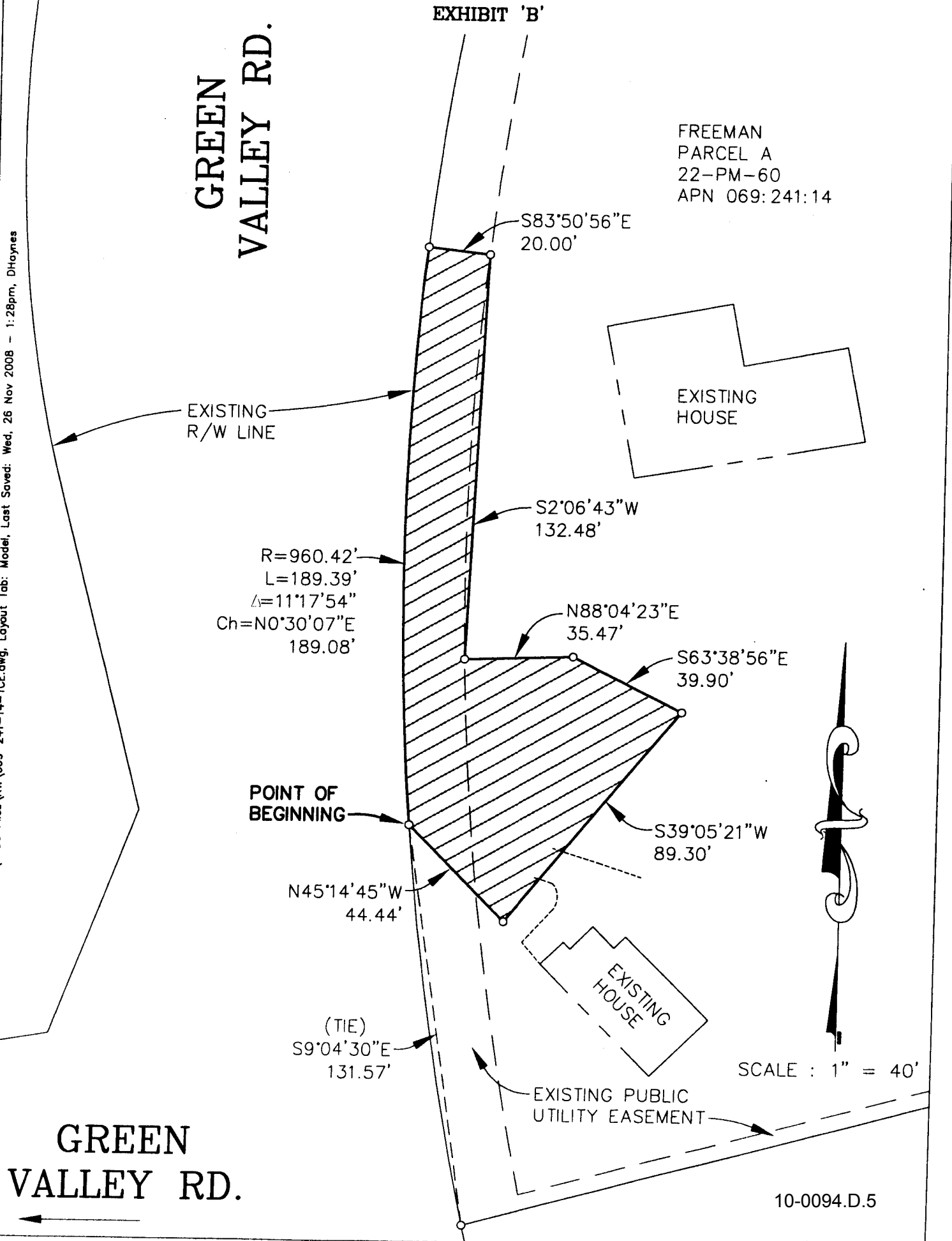
See attached Exhibit 'B', attached hereto and made a part hereof.

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 0.999886.



11-26-08

Drawing Name: C:\Civil 3D Projects\77109 Tennessee Creek\CADD Files\RW\069-241-14-TCE.dwg, Layout Tab: Model, Last Saved: Wed, 26 Nov 2008 - 1:28pm, DHaynes



SCALE : 1" = 40'

10-0094.D.5

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 \_\_\_\_\_, 2010, from **Mark K. Freeman and Christine Freeman, husband and wife as joint tenants as to an undivided 2/3 interest and Mark Freeman and Christine Freeman, husband and wife as joint tenants, as to an undivided 1/3 interest**, 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.

APN: 069-241-14

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

#### COUNTY OF EL DORADO

By: \_\_\_\_\_

Norma Santiago,  
Chairman of the Board  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_