

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 331-171-23

District	County	Route	P.M.	E. A.	Program	Fed. Ref.	Name	Parcel
03	ED	49	9.8	3E6309 (03000005109)	HA22	N/A	County of El Dorado	35637-1,2

_____, California

_____, 2012

County of El Dorado

Grantor

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Document No. **35637-1** in the form of a Drainage Easement Deed, and this Document No. **35637-2** in the form of a Temporary Construction Easement, covering the property as delineated on the attached map identified as Exhibit B, have been executed and delivered to **SHALVIN SINGH**, 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 public improvement.
2. The State shall pay the undersigned grantor the sum of **\$1,000.00** for the property rights conveyed in this transaction:

A Drainage Easement consisting of 206 square feet, and
A Temporary Construction Easement consisting of 43 square feet.
3. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined on the map marked Exhibit "B" attached hereto and made a part hereof, for the purpose of providing a working area, and any associated activities, to upgrade the drainage system and overlay the highway.
4. The undersigned grantor warrants that they are the owner in fee simple of the property affected by the Easement and Temporary Construction Easement as described in Clause 2 above and that they have the exclusive right to grant these Easements.
5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding one month, and the Grantor agrees to hold the State harmless and reimburse State for any and all its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deed is to be provided to State prior to the close of escrow.

11-1140.2B.1

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

Parcel No. 35637-1,-2

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, pursuant to the Temporary Construction Easement, shall commence on March 1, 2012, or the close of escrow controlling this transaction, whichever occurs first, 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. This right of possession shall expire upon the completion of the associated construction, or in no event later than December 31, 2013. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in the Right of Way Contract – State Highway, the right to possession and use of the Drainage Easement by the State or State’s contractors, for the purpose of performing activities related to and incidental to the construction of improvements for this project, shall commence upon the date of execution of this Contract by all parties.
7. 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.
8. Any existing improvements located within the TCE area will not be affected as a result of construction in the manner proposed. In the event that any other existing improvements are damaged or destroyed as a result of construction in the manner proposed, any necessary repairs or replacement will be remediated by the contractor and shall be replaced or repaired by the State’s authorized agent, at their option.
9. To the fullest extent allowed by law, State agrees to defend, indemnify and hold harmless El Dorado County from any liability arising out of State’s construction and maintenance activities undertaken in the Easement or Temporary Construction Easement under this contract. State further agrees to assume responsibility for any damages proximately caused by reason of State’s construction and maintenance activities undertaken in the Easement or Temporary Construction Easement under this contract and State will, at its option, either repair or pay for such damages.
10. 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.
11. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 03 Office, 703 B Street, Marysville, California 95901.
12. State and State’s contractor shall either: a.) Apply for and obtain a County of El Dorado encroachment permit prior to commencing work and prior to allowing State’s contractor to access County property; or, b.) Provide insurance naming the County of El Dorado, its officers, employees, and volunteers as additional insured and in the limits and character set forth in the attached Exhibit A (Application For Permit to Encroach on County Highway – El Dorado County Code – Chapter 12).

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

COUNTY OF EL DORADO

County of El Dorado DATE
Grantor

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
SHALVIN SINGH
Associate Right of Way Agent
North Region
Marysville

By _____
BRUCE C. WILSON
Senior Right of Way Agent
Acquisition Branch/Mitigation
North Region

El Dorado County Code – Chapter 12
APPLICATION FOR PERMIT TO ENCROACH ON COUNTY HIGHWAY

Your Job # _____ Permit # _____ Work Order # _____

Applicant/Permittee: _____

Address: _____ Email: _____

Contact Person: _____ Phone: () _____

Applicant hereby applies for a permit to perform the following encroachment(s):

****IS THERE A TRAFFIC SIGNAL WITHIN 500 FEET OF THIS PROJECT**** (CIRCLE ONE) YES NO

LOCATION & DESCRIPTION OF ENCROACHMENT: _____

Submit application to:

El Dorado County
Department of Transportation
2850 Fairlane Ct, Placerville, CA 95667
(530) 621- 5941 or 621- 5943

Fax: 621- 2030

Submit Application Fee of **\$68.00** with this form.

Time & materials for inspection labor costs plus vehicle usage charges will be billed. A deposit may be required.

For, and in consideration of, the granting of said permit, the applicant promises and agrees to comply with all provisions as set forth in the El Dorado County Road Encroachment Code, Ch. 12, the encroachment permit conditions, and as stated below:

INDEMNITY: To the fullest extent of the law, the Permittee shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages, including attorneys fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Permittee’s work, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Permittee, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the County, its officers and employees, where expressly prescribed by statute.

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Permittee, and/or Contractor are separate, independent obligations under the Permit, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Permit documents.

GENERAL INSURANCE REQUIREMENTS:

The Permittee shall provide proof of a policy of insurance satisfactory to El Dorado County and documentation evidencing that the Permittee maintains insurance that meets the following requirements:

1. Full Workers’ Compensation and Employers’ Liability Insurance covering all employees of the Permittee as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.
3. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Permittee in performance of the permit.
4. In the event Permittee is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence.
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this permit, XCU coverage is required.

PROOF OF INSURANCE REQUIREMENTS:

1. Permittee shall furnish proof of coverage satisfactory to El Dorado County as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager. Before beginning work the Permittee shall provide the name, address and telephone number of the nearest claims adjusting office of the company which has issued his liability insurance.
2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to General Liability only. Proof that the County is named additional insured shall be made by providing a certified copy, or other acceptable evidence, of an endorsement to Permittee's insurance policy naming the County additional insured.
3. In the event Permittee cannot provide an occurrence policy, Permittee shall provide insurance covering claims made as a result of performance of this Permit for not less than three (3) years following completion of performance of this permit.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Permittee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to: The County of El Dorado, Attention: Department of Transportation 2850 Fairlane Ct., Placerville, CA 95667.
2. Permittee agrees that the insurance required herein shall be in effect at all times during the term of this permit. In the event said insurance coverage expires at any time or times during the term of this contract, Permittee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the Risk Manager.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the Transportation Department either independently or in consultation with the Risk Manager, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE: Permittee shall not commence performance of this Permit unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Permittee to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Permit.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employee or volunteers.

PRIMARY COVERAGE: The Permittee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Permittee's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees or any of them for payments of any premiums or assessments under any policy issued by any insurance company.

PERMITTEE'S OBLIGATIONS: Permittee's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Permit.

PERMITEE AGREES TO THE FOLLOWING:

1. This permit does not grant permission to work across property lines. It is the applicant's responsibility to determine property lines and work with them.
2. The permittee shall be responsible for obtaining all other necessary permits and permissions from affected property owners, public agencies, and others.

I HAVE READ AND AGREE TO ALL THE ABOVE CONDITIONS:

DATE _____

Permittee Signature (If L.P. or Corporation, signature must be attested by Corporate Secretary with a Certified Resolution)