

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

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

APN 101-030-48

**Seller: Pamela Harris, Successor Trustee
Project # 77119**

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

Pamela Harris, Successor Trustee of the Harris Family Trust Dated July 24, 1995, 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 '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 \$23.07 (Twenty-Three Dollars and 7/100) 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 **Blair Rd. at EID Canal Bridge Replacement Project #77119 (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 **6 (six) months of construction**, together with the five-year warranty period. In the event that construction of the Project is not completed within **6 (six) months** of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$3.85 (Three Dollars and 85/100) 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 and state 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 11 day of February, 2015

GRANTOR: Pamela Harris as Successor Trustee of the Harris Family Trust
Dated July 24, 1995

Pamela Harris, Successor Trustee

Pamela Harris, Successor Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in the northeast quarter of Section 35, Township 11 North, Range 12 East, M.D.M., County of El Dorado, State of California, being a portion of Parcel B of that certain Parcel Map filed in Book 50 of Parcel Maps at Page 145 official records said county and state, more particularly described as follows:

Area 1:

Beginning on the southerly line that particular 50.0 foot wide road easement described in that certain document number 2012-0038754, official records said county and state from which the east one-quarter corner of said Section 35 bears South 83° 27' 15" East 881.62 feet; said point of beginning being hereinafter referred to as Point 'A'; thence from said POINT OF BEGINNING leaving said southerly line South 17° 31' 04" West 10.10 feet; thence North 72° 28' 56" West 22.56 feet to said southerly line and the beginning of a non-tangent curve to the left having a radius of 191.41 feet; thence along said curve through a central angle of 07° 24' 17" an arc length of 24.74 feet, said curve being subtended by a chord which bears North 83° 24' 34" East 24.72 feet to the POINT OF BEGINNING. Containing 107 square feet more or less.

Together with:

Area 2:

Beginning on said southerly line from which said Point 'A' bears South 78° 09' 02" West 10.40 feet; thence from said POINT OF BEGINNING along said southerly line along a curve to the left having a radius of 191.41 feet, through a central angle of 08° 35' 37" an arc length of 28.71 feet, said curve being subtended by a chord which bears North 72° 17' 51" East 28.68 feet to the beginning of a reverse curve to the right having a radius of 200.00 feet; thence along said curve through a central angle of 01° 17' 04" an arc length of 4.48 feet, said curve being subtended by a chord which bears North 68° 38' 34" East 4.48 feet; thence leaving said southerly line South 71° 34' 40" East 25.81 feet; thence South 66° 48' 12" West 37.54 feet; thence North 59° 37' 44" West 24.89 feet to POINT OF BEGINNING. Containing 617 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

Together with:

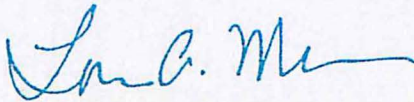
Area 3:

Beginning at a point from which the said point 'A' bears South 06° 48' 41" West 66.16 feet; thence from said POINT OF BEGINNING North 71° 34' 40" West 22.65 feet; thence North 82° 13' 34" East 106.77 feet to the beginning of a

curve to the right having a radius of 638.00 feet; thence along said curve through a central angle of 13° 27' 30" an arc length of 149.86 feet, said curve being subtended by a chord which bears North 88° 57' 19" East 149.52 feet; thence South 77° 28' 21" East 94.85 feet; thence South 12° 31' 39" West 10.00 feet; thence North 77° 28' 21" West 94.25 feet to the beginning of a non-tangent curve to the left having a radius of 628.00 feet; thence along said curve through a central angle of 13° 24' 14" an arc length of 146.92, said curve being subtended by a chord which bears South 88° 55' 41" West 146.58; thence South 82° 13' 34" West 86.45 feet to the POINT OF BEGINNING. Containing 3395 square feet more or less.

End of Description

The purpose of this description is to describe those portions of said Parcel B as an easement for temporary construction purposes.



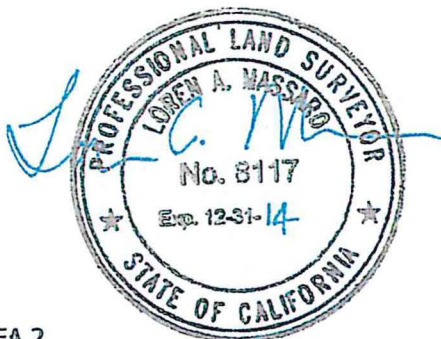
Dated: 09.22.2014

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



EXHIBIT 'B'

Situate in the NE 1/4 Cor. of Section 35, T. 11 N., R. 12 E., M.D.M.
County of El Dorado, State of California



EAST 1/4 COR. SECTION 35,
T. 11 N., R. 12 E., M.D.M.

AREA 2

- (L3) S78° 09' 02"W 10.40' (TIE)
- (C2) R=191.41' Δ=08° 35' 37" L=28.71'
CH=N72° 17' 51"E 28.68'
- (C3) R=200.00' Δ=01° 17' 04" L=4.48'
CH=N68° 38' 34"E 4.48'
- (L4) S71° 34' 40"E 25.81'
- (L5) S66° 48' 12"W 37.54'
- (L6) N59° 37' 44"W 24.89'

P.O.B. = POINT OF BEGINNING

P.O.B. AREA 2

POINT 'A'
P.O.B. AREA 1

AREA 1

- (L1) S17° 31' 04"W 10.10'
- (L2) N72° 28' 56"W 22.56'
- (C1) R=191.41' Δ=07° 24' 17" L=24.74'
CH=N83° 24' 34"E 24.72'

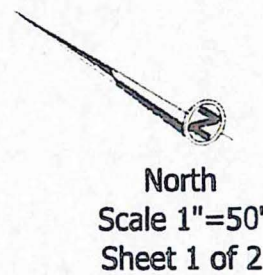
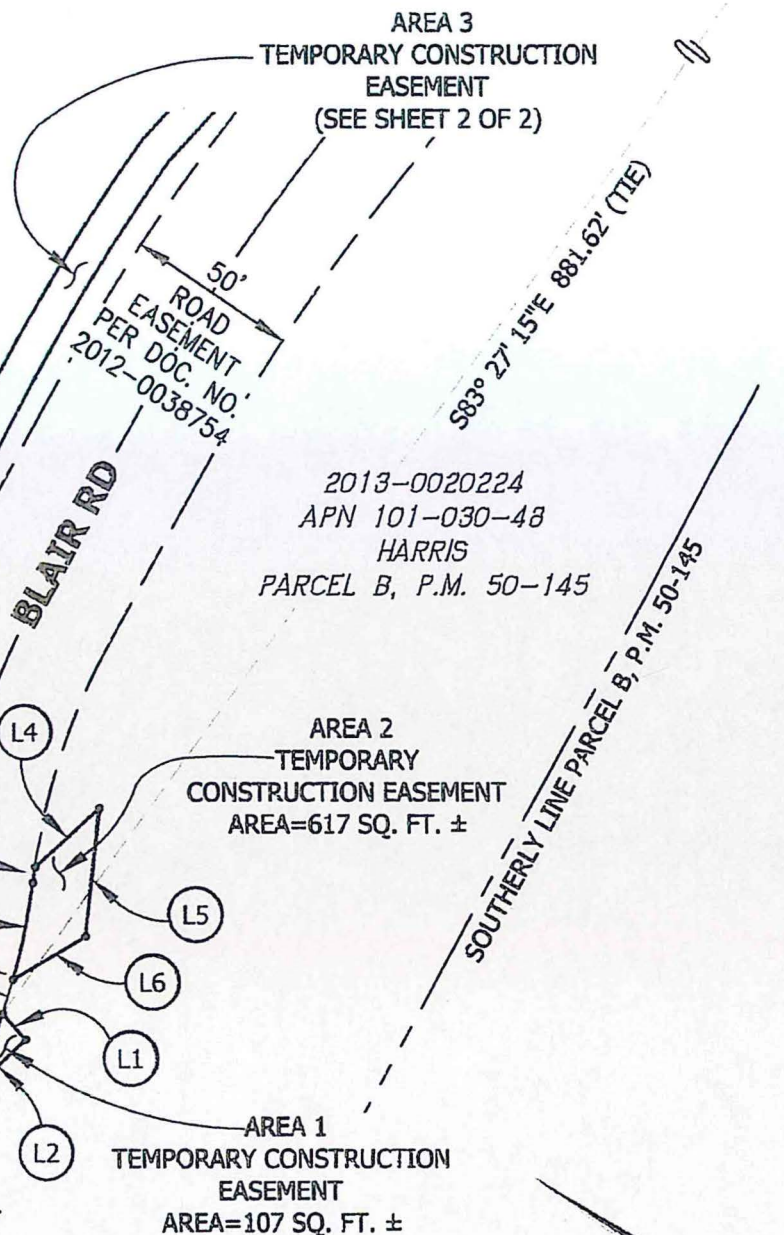


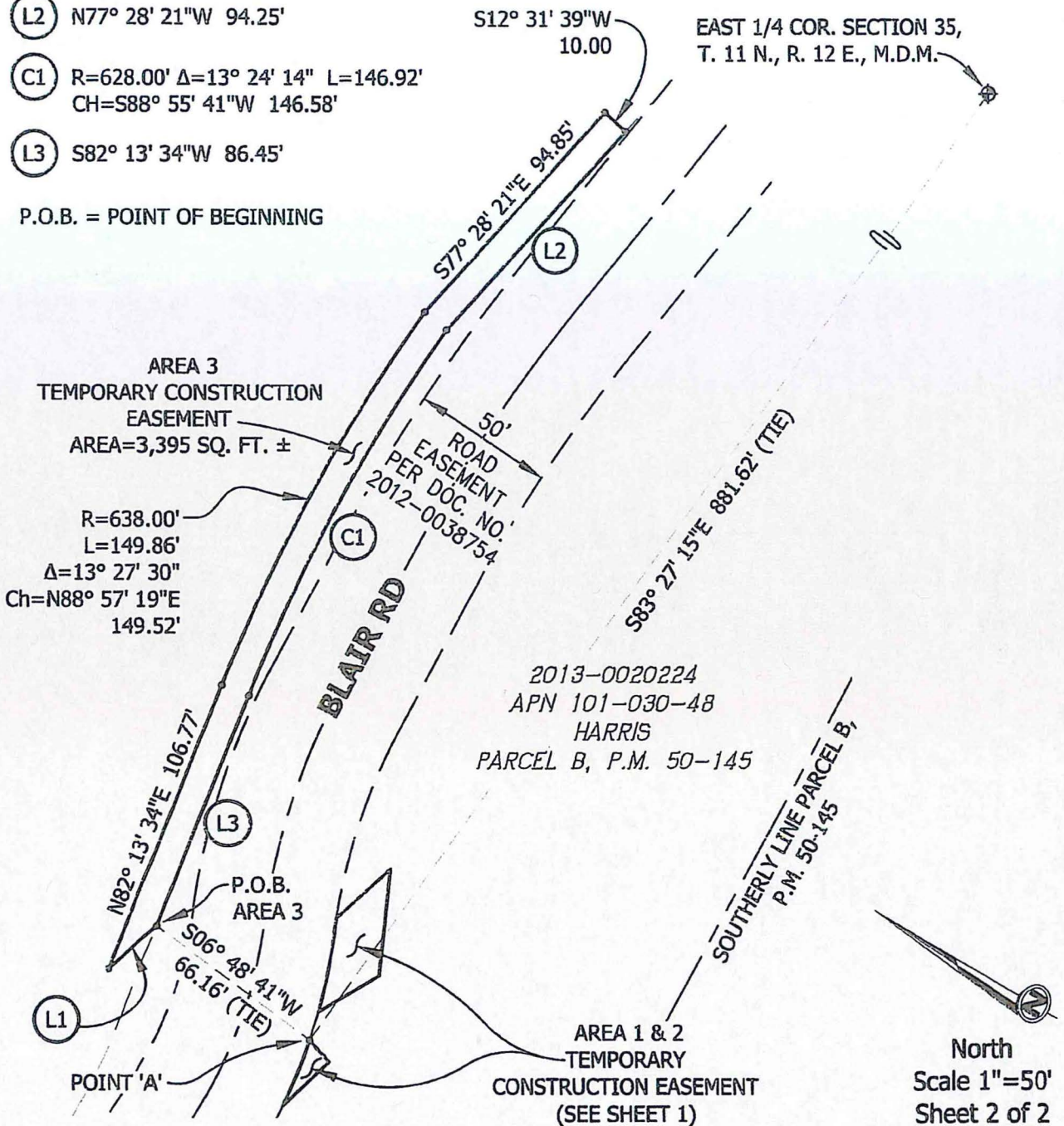
EXHIBIT 'B'

Situate in the NE 1/4 Cor. of Section 35, T. 11 N., R. 12 E., M.D.M.
County of El Dorado, State of California

AREA 3

- (L1) N71° 34' 40"W 22.65'
- (L2) N77° 28' 21"W 94.25'
- (C1) R=628.00' Δ=13° 24' 14" L=146.92'
CH=S88° 55' 41"W 146.58'
- (L3) S82° 13' 34"W 86.45'

P.O.B. = POINT OF BEGINNING



North
Scale 1"=50'
Sheet 2 of 2

CALIFORNIA ALL PURPOSE 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 2/11/2015 before me, Jeannette Lyon Notary Public,
Date (here insert name and title of the officer)

personally appeared Pinola Marion Harris

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: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant of Temporary Construction Easement Number of Pages: 7

Document Date: 2/11/2015 Other: _____

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

APN: 101-030-48

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated February 11, 2015, from **Pamela Harris as Successor Trustee of the Harris Family Trust Dated July 24, 1995**, 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: 101-030-48

Dated this 31st day of March, 2015.

COUNTY OF EL DORADO

By: _____

Brian K. Veerkamp
Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
James S. Mitrisin