

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Avery
APN 079-030-15



4-14-15 18
El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2015-0023489-00
Acct 6-PLACER TITLE CO
Wednesday, MAY 27, 2015 14:31:55
Ttl Pd \$0.00 Nbr-0001684676
MMF / C1 / 1-7

201-30935

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Sly Park Road at Clear Creek Road Bridge Replacement
Project
Project #: 77115

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants, 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-2 and B-2 attached hereto and made a part hereof.

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

1. In consideration of \$845.00 (Eight-Hundred Forty-five 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-2 and depicted on the map in Exhibit B-2 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 Sly Park Road at Clear Creek Road Bridge Replacement 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 Sly Park Road at Clear Creek Road Bridge Replacement 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. Fencing that is currently in the temporary construction easement area may need to be moved.

If fencing is moved, Grantee will replace fencing with like kind at no expense to Grantor. Temporary fencing will be erected in the interim, if necessary, to maintain security.

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 Sly Park Road at Clear Creek Road Bridge Replacement 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 \$ 36.00 (Thirty-six Dollars, 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.
6. 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

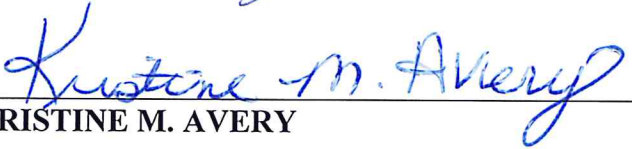
- (a) no person shall on the grounds of race, color, sex, national origin, religion, disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; 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.

GRANTOR:

RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants.

Executed on this date: 5.22, 2015

By: 
RODERICK S. AVERY, JR.

By: 
KRISTINE M. AVERY

Notary Acknowledgements Follow

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 the document.

STATE OF CA
COUNTY OF EL DORADO

On 5-22-15 before me, KELLY L DUFFIN, Notary Public,

personally appeared RODERICK S AVERY JR
& KRISTINE M AVERY

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: *Kelly L Duffin*
Commission Expiration Date: 6-24-16



Exhibit 'A2'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 1 of that particular Parcel Map filed in book 41 of Parcel Maps at page 78 official records said county and state more particularly described as follows:

Area 1:

Beginning at a point from which the southwest corner of said Parcel 1 bears the following two (2) courses; 1) North 62° 36' 43" West 73.44 feet and 2) South 56° 51' 52" West 94.33 feet; thence from said POINT OF BEGINNING North 70° 11' 54" East 32.96 feet; thence North 68° 09' 50" East 100.69 feet; thence South 27° 01' 58" East 51.88 feet; thence South 57° 53' 39" West 101.38 feet; thence North 49° 16' 51" West 7.16 feet; thence North 21° 36' 14" West 10.26 feet; thence North 52° 43' 47" West 50.80 feet; thence North 62° 36' 43" West 14.13 feet to the POINT OF BEGINNING, containing 7026 square feet or 0.16 acres more or less.

Together with:

Area 2:

Beginning on the westerly line of said Parcel from which the southwest corner thereof bears the following two (2) courses; 1) South 23° 20' 55" East 81.19 feet and 2) South 56° 51' 52" West 129.90 feet; thence from said POINT OF BEGINNING along said westerly line North 23° 20' 55" West 24.36 feet; thence leaving said line North 45° 47' 01" East 28.97 feet; thence South 45° 43' 42" East 22.10 feet; thence South 44° 46' 33" West 38.24 feet to the POINT OF BEGINNING, containing 752 square feet more or less. See exhibit 'B2' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

The purpose of this description is to describe that portion of said Parcel for construction easement purposes.

Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County, Department of Transportation

Dated: 12.06.2012

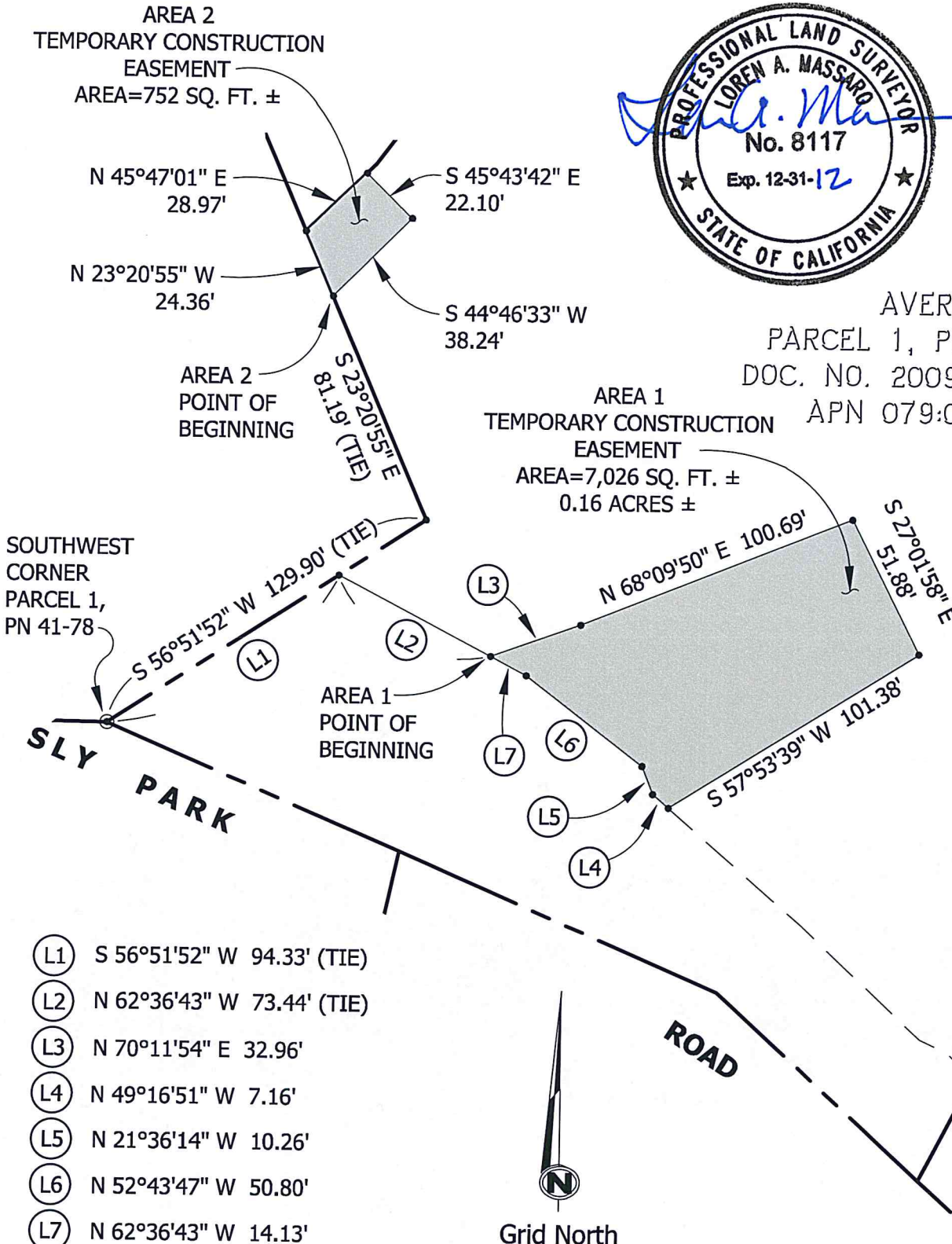


EXHIBIT 'B2'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.
County of El Dorado, State of California



AVERY
PARCEL 1, PM 41-78
DOC. NO. 2009-0021614
APN 079:030:15



- (L1) S 56°51'52" W 94.33' (TIE)
- (L2) N 62°36'43" W 73.44' (TIE)
- (L3) N 70°11'54" E 32.96'
- (L4) N 49°16'51" W 7.16'
- (L5) N 21°36'14" W 10.26'
- (L6) N 52°43'47" W 50.80'
- (L7) N 62°36'43" W 14.13'

WHEN RECORDED, RETURN TO:

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

APN: 079-030-15

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated 5.22, 2015 from **RODERICK S. AVERY, JR. and KRISTINE M. AVERY, husband and wife, as Joint Tenants**, 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.

Dated this 14th day of April, 2015.

COUNTY OF EL DORADO

By: Brian K. Veerkamp
Brian K. Veerkamp

Chair, Board of Supervisors

ATTEST: James S. Mitrison

Clerk of the Board of Supervisors

By: Anthony D. Tyler
Deputy Clerk

05/27/2015,20150023489