

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

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

**APN 321-230-08
OVERTON FAMILY TRUST, 1/28/2007
#73360 – Cold Springs Road Realignment**



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2016-0001334-00

Acct 6-PLACER TITLE CO

Thursday, JAN 14, 2016 08:19:29

Ttl Pd \$0.00 Rcpt # 0001738037

JLR/C1/1-9

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

CALVIN R. OVERTON AND TAMI L. OVERTON, AS TRUSTEES OF THE OVERTON FAMILY TRUST, 1/28/2007, 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 by reference is made a part hereof.

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

1. In consideration of **\$17.58 (Seventeen Dollars AND 58/100)** 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 **Cold Springs Road Realignment, Project #73360 (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 12 (Twelve) months of construction, together with the five-year warranty period. In the event that construction of the Project is not completed within 12 (Twelve) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$1.47 (One Dollar AND 47/100) 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/state/local 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 31st day of March, 2015

GRANTOR: CALVIN R. OVERTON AND TAMI L. OVERTON, AS TRUSTEES OF THE OVERTON FAMILY TRUST, 1/28/2007



Calvin R. Overton, Trustee



Tami L. Overton, Trustee

(All signatures must be acknowledged by a Notary Public)

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 }

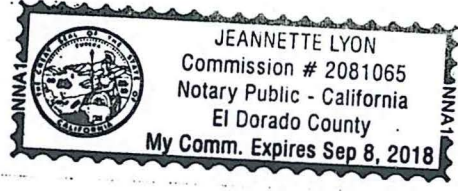
On 3/31/2015 before me, Jeannette Lyon Notary Public,
Date (here insert name and title of the officer)

personally appeared Calvin Robert Overton

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: Jeannette Lyon (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: grant of temporary construction easement Number of Pages: 6

Document Date: 3/31/2015 Other: —

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 3/31/2015 before me, Jeannette Lyon Notary Public,
Date (here insert name and title of the officer)

personally appeared Tami Lulani Overton

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: Jeannette Lyon (Seal)
OPTIONAL _____

Description of Attached Document
Title or Type of Document: Grant of temporary construction easement Number of Pages: 6
Document Date: 3/31/2015 Other: _____

Exhibit 'A'

All that certain real property situate in Section 3, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel C of that certain Parcel Map filed in book 30 of Parcel Maps at page 110, official records said county and state more particularly described as follows:

Area 1:

Beginning at the southwesterly corner of said Parcel C; thence from said POINT OF BEGINNING along the westerly line of said parcel North 02° 18' 04" West 36.89 feet; thence leaving said line South 39° 01' 32" East 48.10 feet to the southerly line of said parcel; thence along said line North 88° 59' 57" West 28.81 feet to the POINT OF BEGINNING, containing 531 square feet more or less.

Together with:

Area 2:

Beginning on the northerly line of said Parcel C from which the northwest corner thereof bears North 55° 21' 11" West 41.28 feet; thence from said POINT OF BEGINNING along said line South 55° 21' 11" East 11.64 feet; thence leaving said line South 26° 38' 46" West 8.94 feet; thence South 89° 22' 58" West 11.55 feet to the beginning of a non-tangent curve to the left having a radius of 414.94 feet; thence along said curve through a central angle of 02° 11' 45" an arc length of 15.90 feet, said curve being subtended by a chord which bears North 22° 06' 55" East 15.90 feet to the POINT OF BEGINNING, containing 135 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel as an easement for temporary construction purposes.



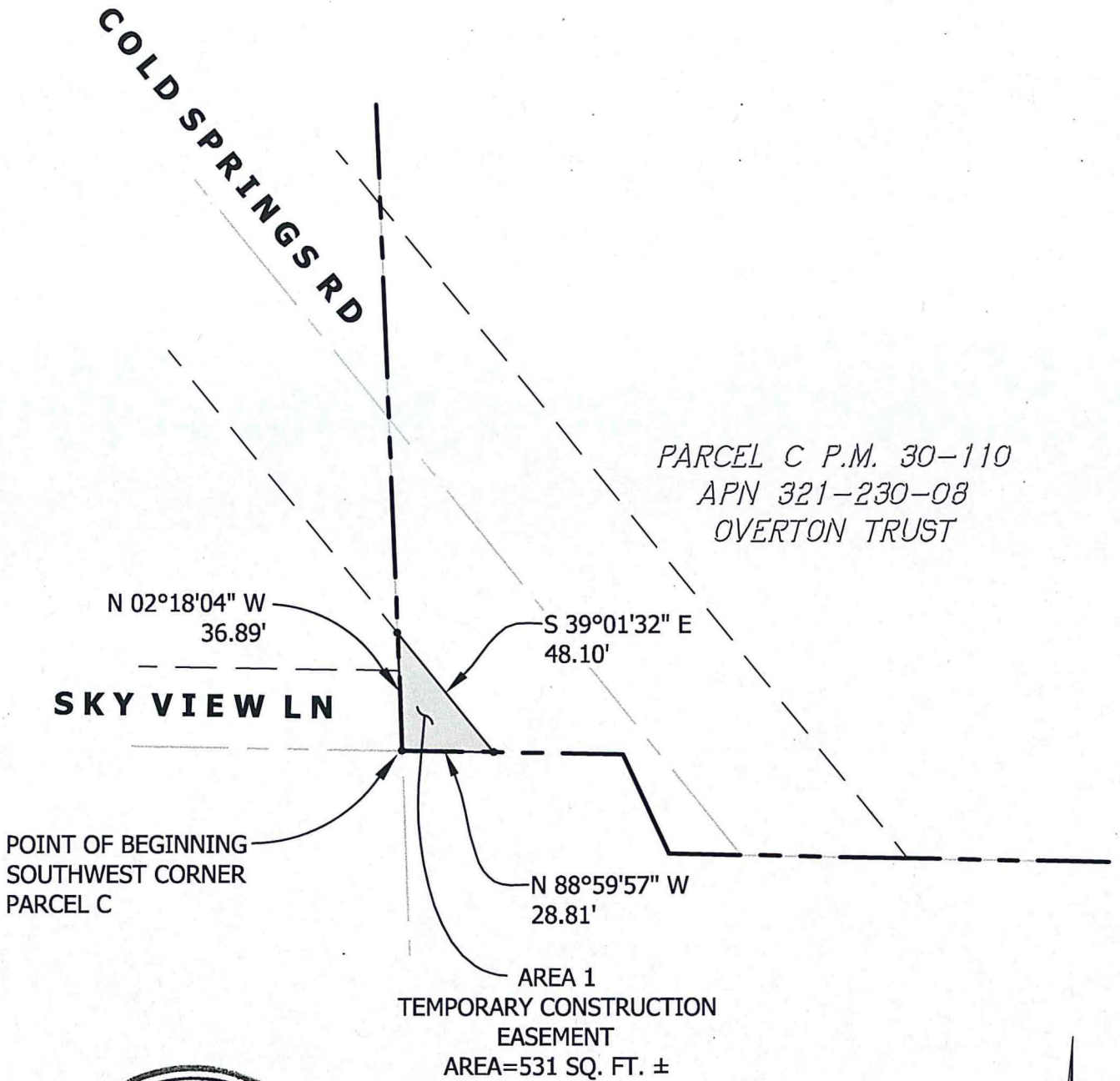
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
Transportation Division, El Dorado County

Dated: 06.28.2013



EXHIBIT 'B'

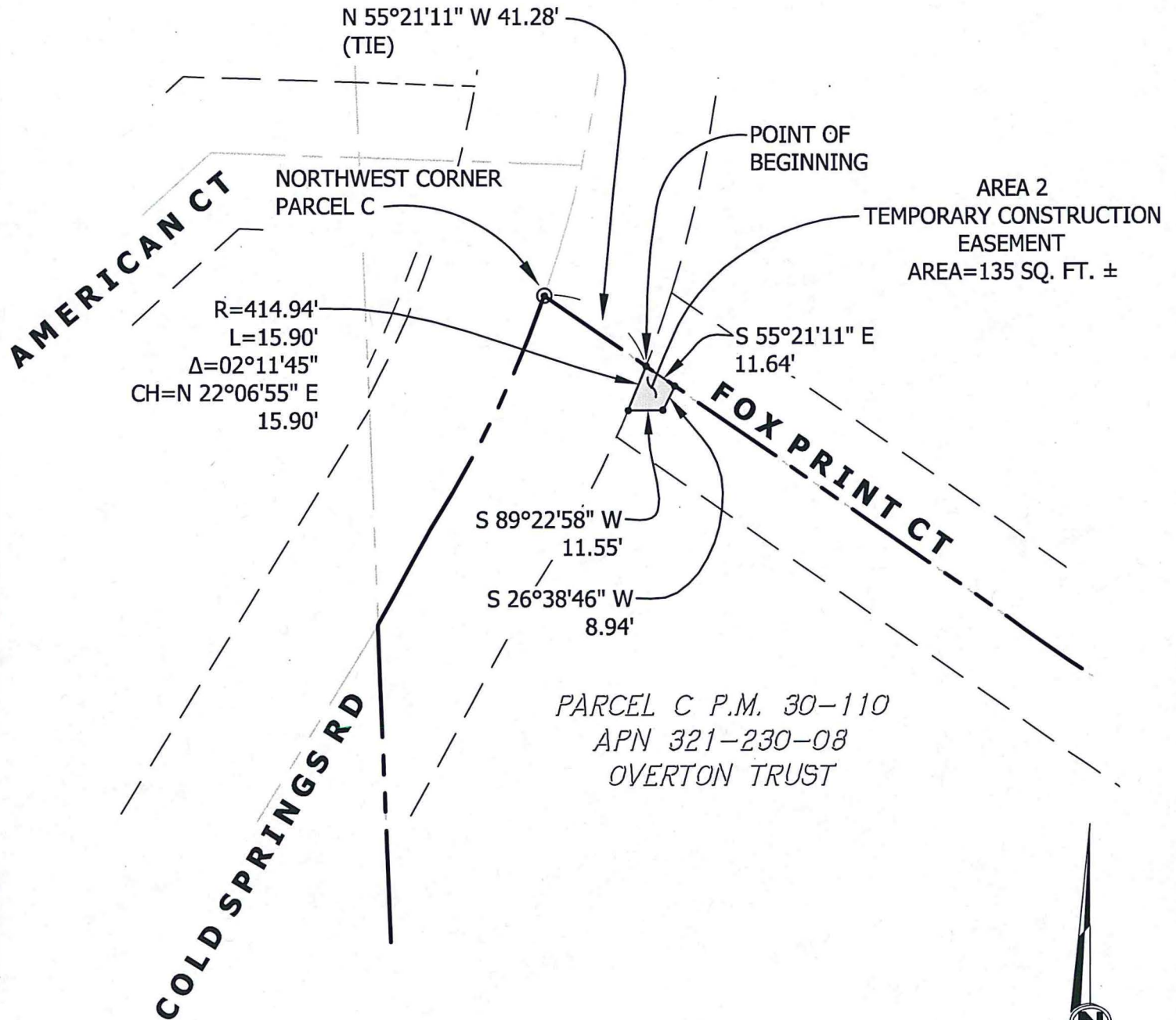
Situate in Section 3, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=50'

EXHIBIT 'B'

Situate in Section 3, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=50'

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

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

**OVERTON FAMILY TRUST, 1/28/2007
APN: 321-230-08
#73360 – Cold Springs Rd Realignment**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated 3-31, 2015, from **CALVIN R. OVERTON AND TAMI L. OVERTON, AS TRUSTEES OF THE OVERTON FAMILY TRUST, 1/28/2007**, 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: 321-230-08

Dated this 19 day of May, 2015.

COUNTY OF EL DORADO

By: B.K. Veerkamp
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrishin
Clerk of the Board of Supervisors

By: Anthony J. Taylor
Deputy Clerk

01/14/2016, 20160001334