

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


El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2016-0024451-00
Acct 6-PLACER TITLE CO
Monday, JUN 06, 2016 08:02:20
Ttl Pd \$0.00 Nbr - 0001770279
MMF / C1 / 1-8

North
APN 079-030-09

201-39930 JD

mail Tax Statement to Assessor
Exempt from Doc Transfer Tax
Per RPT 11922

SPACI THIS LINE FOR RECORDERS USE ONLY

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

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THE BLUE ROAN TRUST, EDGAR MAX NORTH & CARLOTTA ELIZABETH DAVIES, TRUSTEES, 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-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 \$935.00 (Nine-Hundred Thirty-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 \$ 39.00 (Thirty-nine 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: THE BLUE ROAN TRUST

Executed on this date: 5/31/16, 2016.

~~Edgar, Max North, Trustee~~



Carlotta Elizabeth Davies, Trustee (ONLY 1 TRUSTEE REQUIRED)

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)
) ss.
County of El Dorado)

On May 31, 2016 before me, Kelly L. Duffin, Notary Public personally appeared Carlotta Elizabeth Davies, 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
Kelly L. Duffin

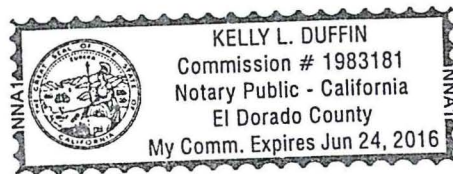


Exhibit 'A2'

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 that particular Parcel described in that certain document number 1999-0042670, official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel from which the northwest corner of Tract 1 of that particular Record of Survey filed in book 31 of surveys at page 87 official records said county and state bears North 00° 51' 20" West 77.07 feet; thence from said POINT OF BEGINNING leaving said line North 59° 49' 01" East 12.70 feet; thence North 89° 18' 19" East 22.00 feet; thence North 66° 04' 04" East 27.68 feet; thence North 78° 08' 01" East 42.46 feet; thence North 85° 39' 28" East 37.25 feet; thence South 87° 57' 19" East 28.61 feet; thence South 28° 47' 55" East 51.91 feet; thence North 61° 12' 05" East 20.00 feet; thence North 28° 47' 55" West 66.59 feet; thence North 73° 12' 57" East 4.79 feet; thence North 88° 12' 54" East 47.73 feet to the easterly line of said Parcel; thence along said line South 00° 38' 26" East 139.71 feet; thence leaving said line South 65° 01' 12" West 35.55 feet; thence North 09° 09' 13" West 80.11 feet; thence South 89° 17' 08" West 4.36 feet; thence North 81° 38' 08" West 55.88 feet; thence South 88° 43' 21" West 25.08 feet; thence South 79° 06' 06" West 34.95 feet; thence South 70° 25' 51" West 25.71 feet; thence South 61° 15' 23" West 41.47 feet; thence North 32° 01' 05" West 8.77 feet to said westerly line; thence along said line North 00° 51' 20" West 42.07 feet to the POINT OF BEGINNING, containing 13359 square feet or 0.31 acres 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.



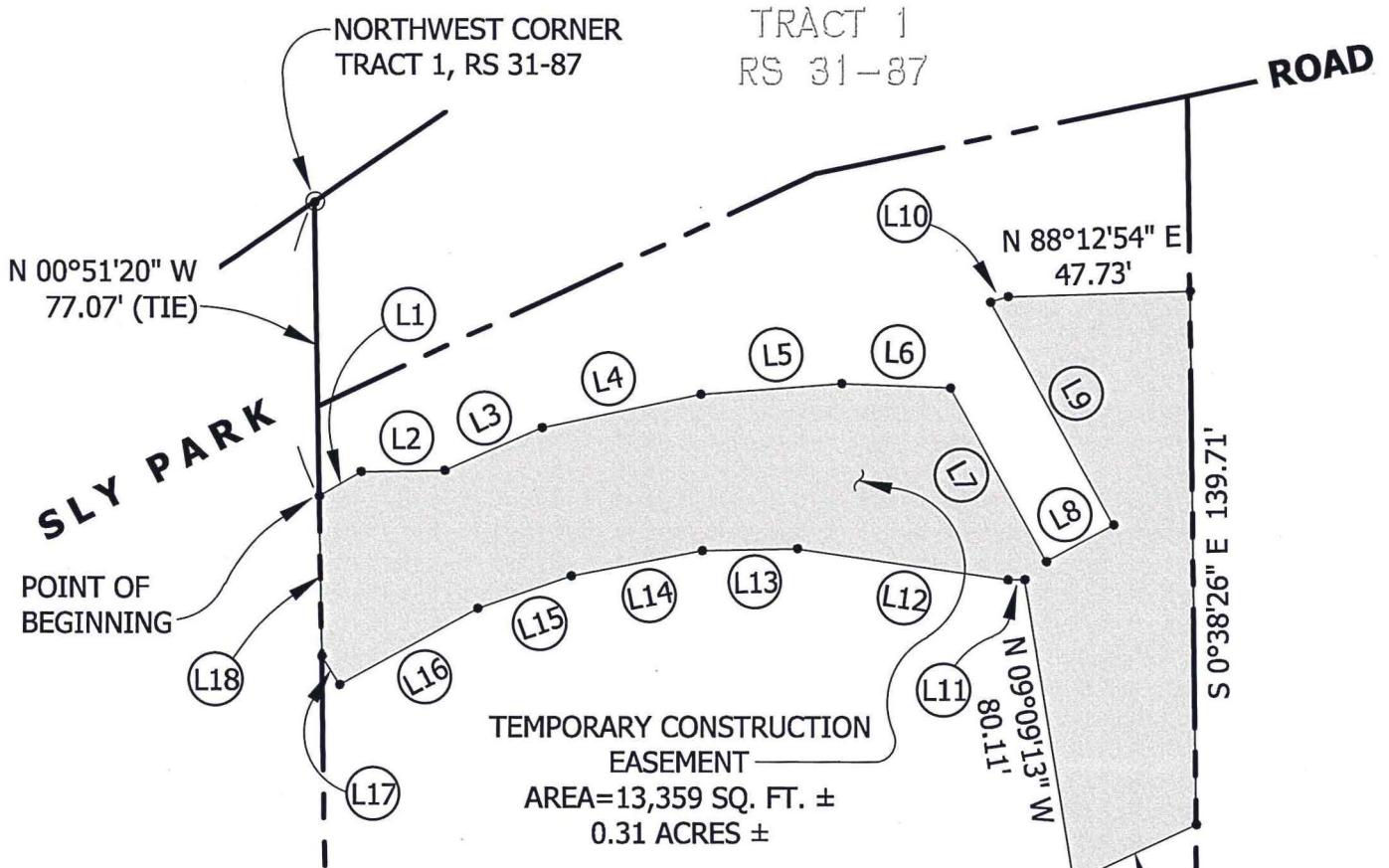
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Transportation Division

Dated: 03.14.2013



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



TEMPORARY CONSTRUCTION
EASEMENT
AREA=13,359 SQ. FT. ±
0.31 ACRES ±

TURNER
POR. TRACT 9, RS 1-33
DOC. NO. 1999-0042670
APN 079:030:09

- (L1) N 59°49'01" E 12.70'
- (L2) N 89°18'19" E 22.00'
- (L3) N 66°04'04" E 27.68'
- (L4) N 78°08'01" E 42.46'
- (L5) N 85°39'28" E 37.25'
- (L6) S 87°57'19" E 28.61'
- (L7) S 28°47'55" E 51.91'
- (L8) N 61°12'05" E 20.00'
- (L9) N 28°47'55" W 66.59'
- (L10) N 73°12'57" E 4.79'
- (L11) S 89°17'08" W 4.36'
- (L12) N 81°38'08" W 55.88'

- (L13) S 88°43'21" W 25.08'
- (L14) S 79°06'06" W 34.95'
- (L15) S 70°25'51" W 25.71'
- (L16) S 61°15'23" W 41.47'
- (L17) N 32°01'05" W 8.77'
- (L18) N 00°51'20" W 42.07'



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

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

APN: 079-030-09
Seller: Blue Roan Trust
Project: 77115

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated May 31, 2016, from **The Blue Roan Trust, Edgar Max North & Carlotta Elizabeth Davies, Trustees**, is hereby accepted by the Director of the Community Development Agency whose authority is shown in the attached El Dorado County Ordinance No. 5037 on behalf of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 079-030-09

Dated this 2nd day of JUNE, 2016.

ASK

COUNTY OF EL DORADO

By:

Steven M. Pedretti

Steven M. Pedretti, Director
Community Development Agency



ORDINANCE NO. 5037

**AN ORDINANCE DELEGATING TO THE COMMUNITY DEVELOPMENT AGENCY
DIRECTOR AUTHORITY TO ACQUIRE REAL PROPERTY**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO DOES ORDAIN AS
FOLLOWS:**

Section 1.

WHEREAS, pursuant to Section 25350.60 of the California Government Code, the Board of Supervisors may, by ordinance, authorize a county officer to perform any or all acts necessary to approve and accept for the county the acquisition of any interest in real property;

WHEREAS, Section 27281 of the California Government Code provides that any deed or grant conveying any interest in or easement upon real property to a political corporation or government agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its Certificate or Resolution of Acceptance attached to or printed on the deed or grant and that a political corporation or governmental agency may, by general resolution, authorize an officer or agent to accept and consent to such deeds or grants; and

WHEREAS, in order to allow for more efficient operation of the County's right of way acquisition program associated with its Capital Improvement Program, the Board of Supervisors desires to delegate such authority to the Director of the Community Development Agency.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED AS FOLLOWS:

A. The El Dorado County Board of Supervisors, by both ordinance and general resolution, does hereby authorize the Director of the Community Development Agency ("Director") to perform any or all acts necessary to approve and accept on behalf of El Dorado County the acquisition of any interest in or easement upon real property and to consent to the recordation thereof. This authority is limited to acquisitions of \$25,000 or less. The Director is also authorized to review and as appropriate, adopt and approve the fair market valuation of an acquisition as fair and just compensation, and to execute Right-of-Way Contracts relating to said acquisitions and to execute such other documents and take such other actions as are necessary to carry out the purposes and intent of this Ordinance.

B. This delegated authority must be exercised in accordance with the following procedures and limitations:

1. The acquisition of real property interest shall be for a public structure, road, trail or improvement as previously approved by the Board of Supervisors or as a part of the approved Capital Improvement Program.

2. The Director must assure that there is adequate, assured, funding for the acquisition and project prior to committing to the acquisition.

3. The fair market value of the real property interest to be acquired shall be determined by an appraisal or some other generally accepted industry standard or method of valuation. The appraised amount or valuation will be a determining factor along with any other unique or extenuating circumstances associated with the purchase to establish the negotiated purchase price.

4. If required, the proposed acquisition shall be submitted to the Planning Commission to make a finding of General Plan conformance prior to acquisition of the real property interest.

5. The Director shall provide a report to the Board every six months, or at least twice a year, of the property interests acquired under this authority.

C. This delegated authority shall be effective for five years from the effective date of this Ordinance.

Section 2. Compliance with California Environmental Quality Act

The Board finds that this ordinance is Categorically Exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15320 (Changes in Organization of Local Agencies) and Section 15378 (General Policy and Procedure Making).

Section 3. Severability

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 4. This ordinance shall become effective thirty (30) days following the adoption hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 5th day of April, 2016, by the following vote of said Board:

ATTEST
JAMES S. MITRISIN
Clerk of the Board of Supervisors

By Marcie MacFarland
Deputy Clerk

Ayes: Brian K. Veerkamp, Michael Ranalli, Ron Mikulaco,
Shiva Frentzen, Sue Novasel

Noes: None
Absent: None

[Signature]
Chair, Board of Supervisors
Ron Mikulaco

APPROVED AS TO FORM
MICHAEL J. CICCOTZI, County Counsel

By [Signature]
David A. Livingston, Sr. Deputy County Counsel