
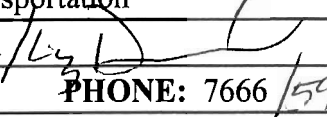



**EL DORADO COUNTY BOARD OF SUPERVISORS**  
**AGENDA ITEM TRANSMITTAL**  
**Meeting of October 17, 2006**

**AGENDA TITLE:** Caltrans US Hwy. 50 Placerville Operational Improvements Project:  
 Approval of Right of Way Contract 32543, Grant Deed, Utility Easement, and  
 Temporary Easement with the State of California-Department of Transportation

<b>DEPARTMENT:</b> Transportation	<b>DEPT SIGNOFF:</b> 	<b>CAO USE ONLY:</b> C
<b>CONTACT:</b> Pete Feild 		
<b>DATE:</b> 9/26/2006	<b>PHONE:</b> 7666 / 5982	12/4/06

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**  
 The Department of Transportation recommends the Board of Supervisors:

1. Approve the Right of Way Contract 32543 with the State of California affecting a portion of Assessor's Parcel Number 02-151-02, and 02-151-03 owned in fee by the County.
2. Authorize the Chairman to sign the Right of Way Contract 32543, in duplicate, along with the Grant Deed, Utility Easement, and Temporary Easement associated with Contract 32543.
3. Authorize the Director of the Department of Transportation or his designee to execute escrow instructions and any other related escrow documents pertaining to this transaction.

**CAO RECOMMENDATIONS:** Recommend approval. *Lauren S. Gille*  
 10/5/06

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source: <input checked="" type="checkbox"/> Gen Fund <input type="checkbox"/> Other
<b>BUDGET SUMMARY:</b>	Other: Unanticipated Revenue
Total Est. Cost _____ \$0	<b>CAO Office Use Only:</b>
<b>Funding</b>	4/5's Vote Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Budgeted _____ \$0	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding _____ \$17,617.39	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings _____	<b>CONCURRENCES:</b>
Other _____	Risk Management <u>N/A</u>
Total Funding _____ \$0	County Counsel <input checked="" type="checkbox"/>
<b>Change in Net County Cost</b> _____ \$0	Other _____

\*Explain Unanticipated revenue to Dept 15/Gen Fund. No plans to appropriate at this time.

**BOARD ACTIONS:**

<b>Vote:</b> Unanimous _____ Or _____ <b>Ayes:</b> _____ <b>Noes:</b> _____ <b>Abstentions:</b> _____ <b>Absent:</b> _____ Rev. 04/05	I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors <b>Date:</b> _____ <b>Attest:</b> Cindy Keck, Board of Supervisors Clerk <b>By:</b> _____
--	--

# Resubmittal

Contract #: 06-1116

Item Submitted: Bedford Ave US 50 Improvement Project/Caltrans/ Project # GFBedford  
Right of Way Contract 32543

## CONTRACT ROUTING SHEET

### PROCESSING DEPARTMENT:

Department: Transportation  
Dept. Contact: Pete Feild, R/W Manager  
Phone: 621-7668  
Department Head  
Signature: [Signature]

### CONTRACTOR:

Name: State of California Caltrans  
Address: Jeff Phipps  
P.O. Box 911  
Marysville, CA 95901  
Phone: 1-530-740-4801

2006 AUG 28 AM 11:03  
El Dorado County Counsel  
Theresa Colwell

### CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: X  
Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: \_\_\_\_\_ Disapproved: ✓ Date: 9/5/06 By: Tush Beck  
Approved: ✓ Disapproved: \_\_\_\_\_ Date: 9/18/06 By: Tush Beck

NO referenced TCE's attached.  
change TCE reference in agreement  
as recommended by 06-117  
TCE approved

ASSIGNMENT

DATE 08/28/2006  
ATTORNEY TRH  
DEPT./INDEX NO. 306370  
BY: [Signature]

Please forward to Risk Management upon approval. N/A per Master Routing List

Index Code: 306370 User Code: GF Bedford

### RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

2006 SEP -5 PM 4:19  
RECEIVED  
DOT

### OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): N/A  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



**MAINTENANCE DIVISION:**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

**RICHARD W. SHEPARD P.E.**  
Director of Transportation  
  
Internet Web Site:  
<http://co.el-dorado.ca.us/dot>

**MAIN OFFICE:**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



September 27, 2006

Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

**Subject: Caltrans US Hwy. 50 Placerville Operational Improvements Project:  
Approval of Right of Way Contract 32543, Grant Deed, Utility Easement, and Temporary  
Easement with the State of California-Department of Transportation**

**Meeting Date: October 17, 2006**  
**District/Supervisor: District 3 / Jack Sweeney**

Dear Members of the Board:

**Recommendations:**

The Department of Transportation recommends the Board of Supervisors:

1. Approve the Right of Way Contract 32543 with the State of California affecting a portion of Assessor's Parcel Number 02-151-02, and 02-151-03 owned in fee by the County.
2. Authorize the Chairman to sign the Right of Way Contract 32543, in duplicate, along with the Grant Deed, Utility Easement, and Temporary Easement associated with Contract 32543.
3. Authorize the Director of the Department of Transportation or his designee to execute escrow instructions and any other related escrow documents pertaining to this transaction.

**Background:**

As part of the US Hwy. 50 Placerville Operational Improvements Project, it is necessary for the State to obtain a portion of the subject property for the purpose of constructing a portion of State Highway Route 50. The subject property is the location of the District Attorney's Office (Vicinity Map attached).

On June 28, 2005, the Board authorized and signed an Agreement for Possession and Use to allow negotiations for the specific right of way and utility agreements necessary for the construction project. The State has since provided the attached Right of Way Contract along with the associated Grant Deed, Utility Easement, and Temporary Easement.

**Reasons for Recommendation(s):**

The portion of the subject property to be acquired is necessary for the purpose of constructing a portion of State Highway Route 50. Negotiations have been completed with the State regarding the necessary land rights required for the project; the State has offered the purchase prices established by the State's sales comparison appraisal.

The purchase price for the following parcels depicted on the attached Right of Way Map Exhibit A are as follows:

1. State Parcel Identification Number 32543-1, partial fee acquisition of 323 square feet of land is \$7,400.00 (Seven-Thousand Four-Hundred Dollars).
2. State Parcel Identification Number 32543-3, for a temporary construction easement of 4,832 square feet is \$5,000.00 (Five-Thousand Dollars).
3. State Parcel Identification Number 32543-4, for a Utility Easement of 334 square feet is \$3,850.00 (Three-Thousand Eight-Hundred Fifty Dollars).
4. State Parcel Identification Number 32543-5, for a temporary construction easement of 239 square feet is \$300.00 (Three-Hundred Dollars).

The total acquisition purchase price offer, including interest of \$617.39 (Six-Hundred Seventeen Dollars and Thirty-Nine Cents) and loss of improvements of \$450.00 (Four-Hundred Fifty Dollars), is **\$17,617.39 (Seventeen-Thousand Six-Hundred Seventeen Dollars and Thirty-Nine Cents, exactly).**

**Fiscal Impact:**

The amount of \$17,617.39 would be placed into the General Fund, Department 15, as Unanticipated Revenue. All funds necessary to close the escrow are paid by the State.

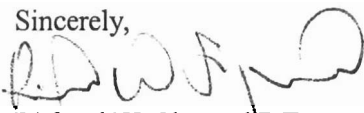
**Net County Cost:**

There is no net County cost associated with this agenda item.

**Action to be Taken Following Approval:**

1. Chairman of the Board to execute the Right of Way Contract 32543, Grant Deed, Utility Easement, and Temporary Easement with the State of California-Department of Transportation for the State's acquisition of the necessary land rights.
2. Clerk of the Board to return the Right of Way Contract 32543, Grant Deed, Utility Easement, and Temporary Easement in duplicate to the Department of Transportation's Right of Way Unit for transmittal to the State.
3. Director of Transportation or his designee to sign any escrow instructions and any related escrow documents pertaining to this transaction.
4. An original fully executed Right of Way Contract by the State shall be returned to the Clerk of the Board for its files.

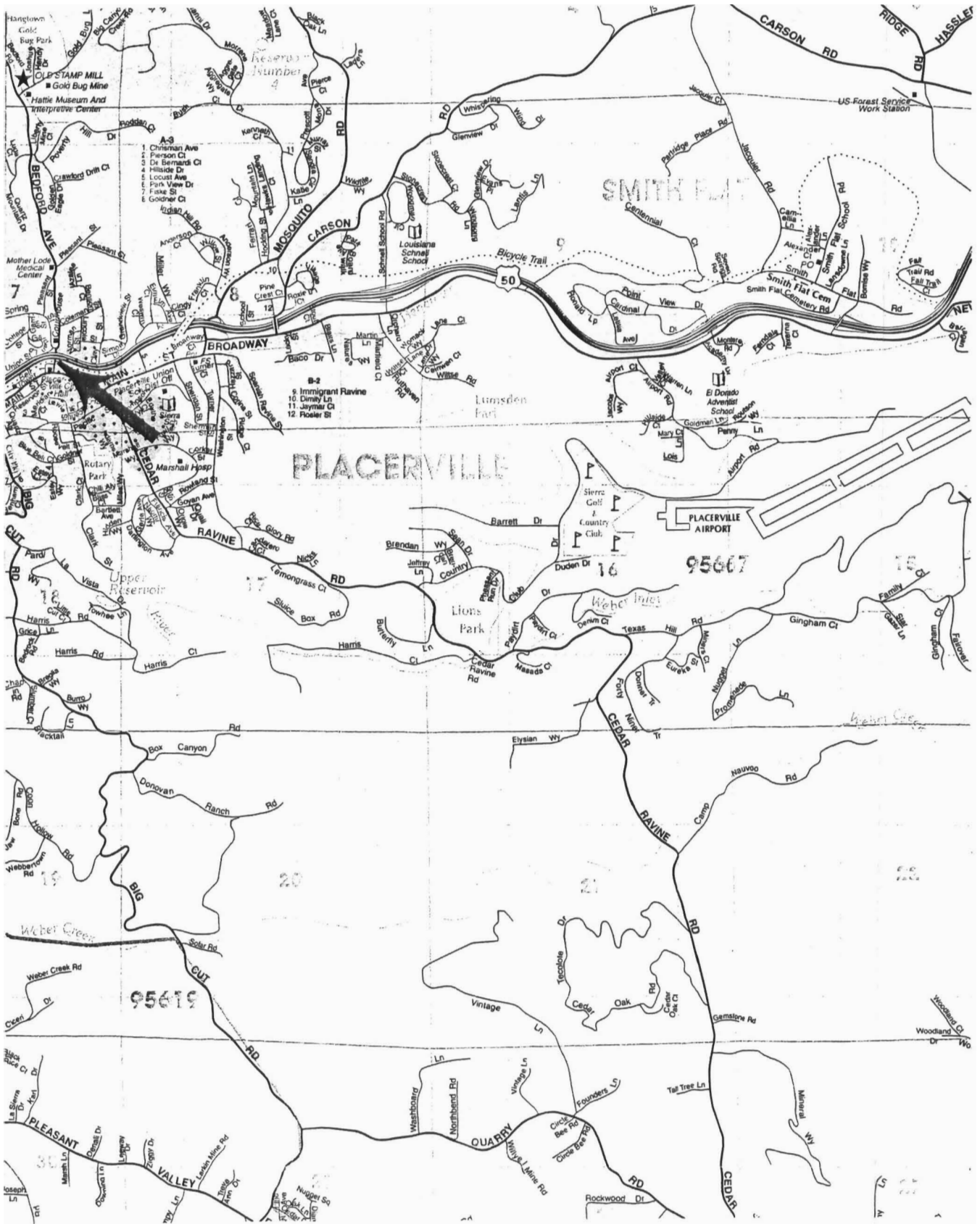
Sincerely,



Richard W. Shepard P.E.  
Director of Transportation

Attachment: Vicinity Map  
Right of Way Contract 32543  
Grant Deed  
Utility Easement  
Temporary Easement

# Vicinity Map



APN: 02-151-02,03

District	County	Route	P.M. (KP)	E. A.	Program	Fed. Ref.	Name	Parcel
03	ED	50	16.7/18.1	3555U2	N/A	N/A	County of El Dorado	32543-1,3,4,5

\_\_\_\_\_ California

\_\_\_\_\_, 2006

\_\_\_\_\_  
Grantor: County of El Dorado

### RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Documents No. 032543-1 in the form of Grant Deed to the State of California, and Document No. 032543-3 & 5 in the form of Temporary Construction Easements, particularly described in the above instruments and this Document No. 032543-4 in the form of a Utility Easement, and covering the property as delineated on the attached map identified as Exhibit "A", have been executed and delivered to JEFF B. PHIPPS, 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. (A) 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.
- (B) Grantee requires said property described in Document Nos. 032543-1,3,4,5 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
  - (A) Pay the undersigned grantor(s) the sum of **\$17,617.39** (\$17,000.00 Fee + \$617.39 interest on Agreement for Possession and Use signed June 28, 2005) for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees, and interest due pursuant to the terms and conditions as stated in the Agreement for Possession and Use, dated June 28, 2005 between the State of California Department Transportation and the County of El Dorado, and if title insurance is described by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through an escrow with Placer Title Company, Escrow No. 14153517-JD.
  - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
  - (D) At no expense to grantor and at the time of highway construction, reconstruct the pedestrian wheel chair ramp and replacing curbing located at right of E.S. 197 +40. Also, paving and re-striping of parking lot will be done over the replaced sewer line at right of E.S. 197 +90 of Highway 50. Upon completion of the construction contract work of said work it will be maintained, repaired, and operated as such by grantor in accordance with and subject to the laws of the State of California.
3. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
  4. 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, including the right to remove and dispose of improvements, shall commence on June 28, 2005, the date of execution of the Agreement for Possession Use referenced herein, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
  5. It is understood and agreed between the parties hereto that payment shown in Paragraph 2(A) above includes payment to Grantor for certain improvements located partly within and partly without the right of way area.
    - 120sf lawn
    - 200sf asphalt
  6. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the grantor agrees to hold State harmless and reimburse State for any and all of 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 quit claim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deeds are to be provided to Title by Grantor, prior to the close of escrow.
-

7. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish grantee(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
8. Permission is hereby granted the State or its authorized agent to enter upon grantor(s) land where necessary within that certain area as shown outlined in color on the map marked Exhibit "A" attached hereto and made a part hereof and identified as a temporary construction and/or temporary utility easement.
9. These Temporary Easements shall terminate on September 30, 2008, or upon completion of the project known as 03 ED 50, whichever occurs earlier.
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. It is understood and agreed that funding for this transaction may not be budgeted by the legislature. The close of escrow may be delayed until funds are budgeted. In the events funds are not budgeted by July 1, 2006 this agreement may be cancelled by Grantors by giving written notice to Caltrans, and all documents will be returned to the Grantors.
12. It is understood and agreed between the parties hereto that payment in Clause 2(A) hereinabove includes, but is not limited to, full payment for all rights granted within said Utility Easement Deed, referred to hereinabove as Document No. 32543-4, in favor of City of Placerville.

It is further understood and agreed said Utility Easement Deed, includes but is not limited to, the utility company's right of ingress and egress there from said easement, over and across grantor's property; and the utility company's right to trim, cut down, and clear away or otherwise control any trees or brush within 15 feet of the centerline of the utility company's pole line or within 15 feet of said described easement, whenever considered necessary.

---



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

\_\_\_\_\_  
County of El Dorado

DATE: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By

\_\_\_\_\_  
JEFF B. PHIPPS  
Right of Way Agent

By

\_\_\_\_\_  
GREG LUNDBLAD  
Chief, Acquisition Branch  
Marysville

By

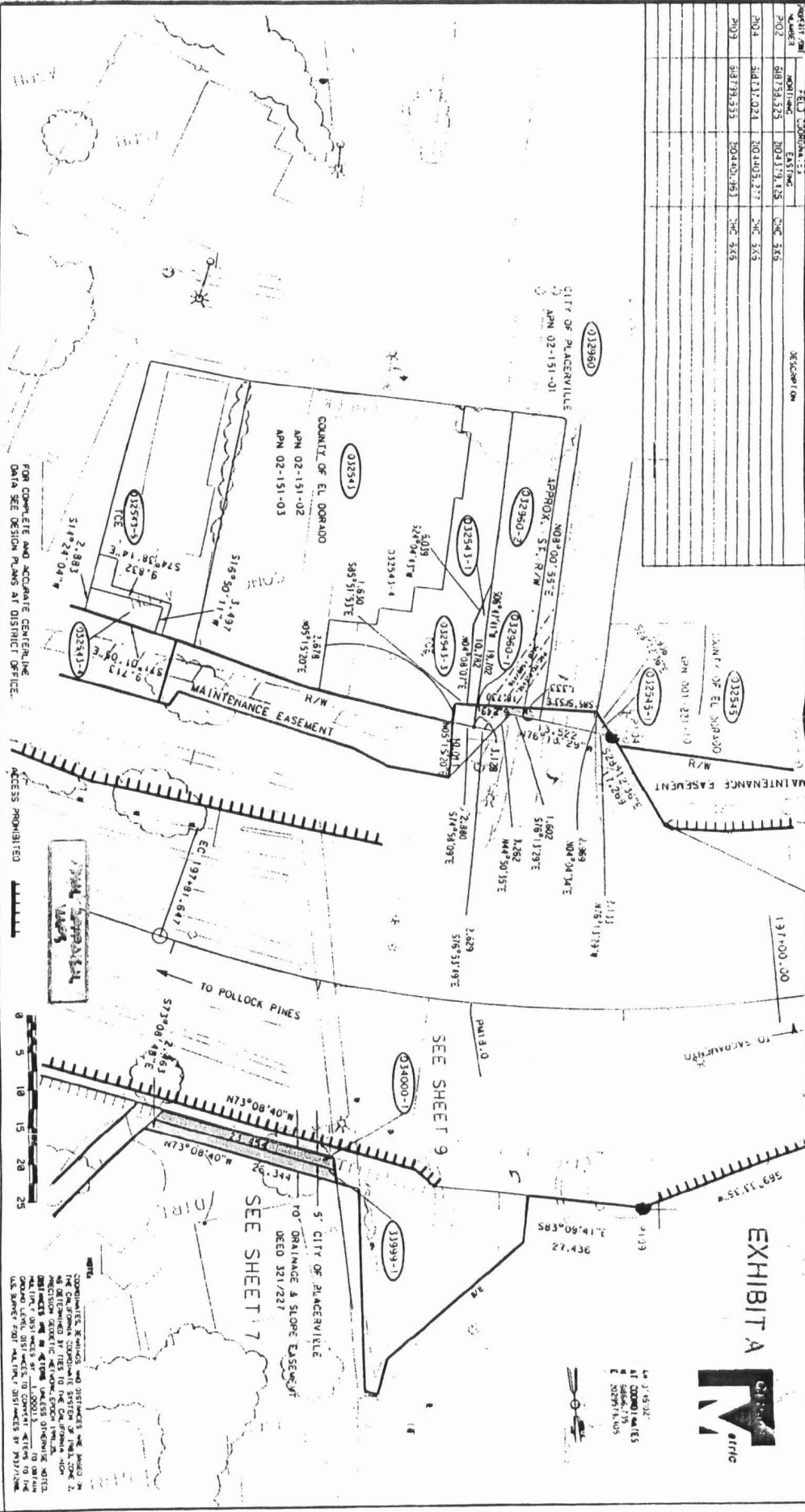
\_\_\_\_\_  
DEBBIE H. MORENO  
Right of Way Manager  
Marysville

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**

---

DATE	REVISIONS	DATE	REVISIONS	DATE	REVISIONS	DATE	REVISIONS
1-31-01	DELETED PARCEL 032549-3	12-16-04	REVISED PARCEL 032960-2 TO RIGHT TO ENTER				
1-31-01	ADDED PARCEL 032545-1						
2-05-01	CHANGED OWNERSHIP 032545-1	12-18-04	REVISED PARCEL 32460 AREAS				
4-30-03	REVISED PARCEL 032543-2	3-7-05	DELETED PARCEL 032543-2				
8-11-04	ADDED PARCEL 032543-3 & 4						

PARCEL NO.	OWNER	REQUIRED SQ. FEET	REMAINDER SQ. FEET	EXCESS SQ. FEET	U.F.	MSR	DATE	REMARKS
032543-1	COUNTY OF EL DORADO	32						
032960-1	CITY OF PLACERVILLE	15	161					
032960-2		253	2733	274				
032543-1	COUNTY OF EL DORADO	30	1415	1445				
032543-3		407	4332					
032543-4		31	334					
032543-5		25	213					



**EXHIBIT A**

44 27 6327  
 AT CORNER 144 E3  
 E 54666 175  
 E 5029718 405

**RIGHT OF WAY MAP**

GARY W. JOHANNAN

3-2-05

DATE: 3-2-05

ED 50 2023/2024 R-33331503

COMMISSIONERS, RECORDS AND DISTANCES ARE PROVIDED TO THE COUNTY PLANNING DEPARTMENT FOR THE CITY OF PLACERVILLE. THE CITY OF PLACERVILLE IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS MAP. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS MAP. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS MAP.

Space above this line for Recorder's Use

# GRANT DEED

District	County	Route	Post Kilometer	Number
03	ED	50	29.0	032543-1

\_\_\_\_\_ does hereby GRANT to the STATE OF CALIFORNIA all that real property in the City of Placerville  
County of El Dorado, State of California, described as:

**SEE EXHIBIT "A" ATTACHED**

EXHIBIT "A"

All that portion of real property conveyed July 12, 1973 to County of El Dorado in Book 1206 of Official Records at page 693 in the City of Placerville, County of El Dorado, State of California, described as follows:

Beginning at the Northwesterly corner of the above said real property; thence along the Westerly Line of the above said real property S06°47'41"W, 19.702 meters; thence along the following five courses, (1) N24°04'43"E, 6.039 meters; (2) N04°08'07"E, 10.782 meters; (3) S85°51'53"E, 1.630 meters; (4) N05°15'20"E, 2.678 meters; (5) N74°58'09"W, 2.880 meters to the Point of Beginning.

Together with all underlying fee interest, if any, contiguous to the above-described parcel in and to the existing State Route 50.

EXCEPTING THEREFROM the mineral rights, as set forth in the Patent from the United States of America to the City of Placerville, and in the Deed executed by John R. Patton, City Clerk of the City of Placerville, to Charles Pearson, as recorded in Book R of Deeds, Page 29, and also in the Deed executed by John R. Patton, City Clerk of the City of Placerville, to Charles F. Irwin, as recorded in Book R, Page 137, all of El Dorado County Records.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to above said coarse (4) in and to said freeway.

The Basis of Bearings for this description is on the California Coordinate System of 1983 Zone 2. Distances are in meters unless otherwise noted. Multiply distances by 1.00015 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature

  
Professional Land Surveyor



Date

9/19/06

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_,

By \_\_\_\_\_,

]

STATE OF CALIFORNIA  
ACKNOWLEDGMENT

} ss

PERSONAL

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

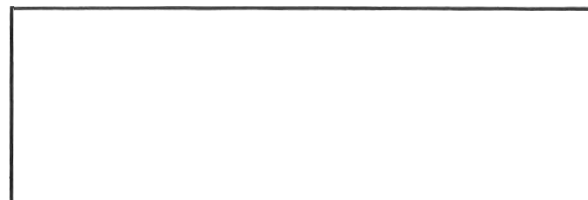
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

personally known to me  
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.

WITNESS my hand and official seal.

(Notary Public's signature in and for said County and State)



(for notary seal or stamp)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.**

IN WITNESS WHEREOF, I have hereunto set my hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Director of Transportation

By

Attorney in Fact

<b>Number</b>
032543-4

**RECORDING REQUESTED BY:**

**AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENT TO:**

**Title Order No.  
Escrow No.**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned Grantor declares:**

**Documentary Transfer Tax: \$00.00**

— **COMPUTED ON FULL VALUE OF  
PROPERTY CONVEYED,  
— OR COMPUTED ON FULL VALUE LESS  
LIENS AND ENCUMBRANCES REMAINING  
AT TIME OF SALE.**

**See Undersigned**

**Signature of Declarant or Agent determining tax. Firm  
Name**

---

**EASEMENT GRANT DEED**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**Hereby GRANT (S) to**

**The following described sewer easement in the City of Placerville, County of El Dorado, State of California:**

**See Attached Exhibit "A" Easement Description**

Number
032543-4

EXHIBIT "A"

All that portion of real property conveyed February 18, 1986 to County of El Dorado in Book 2535 of Official Records at page 438 in the City of Placerville, County of El Dorado, State of California, described as follows:

Beginning at the Northeasterly corner of said real property; thence N71°01'05"W 9.713 meters along said real property Northerly line; thence leaving said Northerly line S16°50'11"W 3.497 meters; thence S74°38'14"E 9.832 meters to Easterly line of said real property; thence along said real property N14°24'04"E 2.883 meters to the True Point of Beginning.

The Basis of Bearings for this description is on the California Coordinate System of 1983 Zone 2. Distances are in meters unless otherwise noted. Multiply distances by 1.00015 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Robert Bargsten  
Professional Land Surveyor

Date 9/19/06



Number
032543-4

\_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
The undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me (or 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.

\_\_\_\_\_  
Notary Public in and for said County and State



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY - TEMPORARY EASEMENT**  
RW 8-4 (Rev. 6/95)

\_\_\_\_\_, California  
\_\_\_\_\_, 2006

<u>03</u>	<u>ED</u>	<u>50</u>	<u>16.7/18.1</u>	<u>3555U2</u>
Dist	Co	Rte	Post	Exp Auth

COUNTY OF EL DORADO  
Grantor

THIS DOCUMENT NO. 32543-3, 5 in the form of a TEMPORARY EASEMENT, covering the property particularly described in Clause 3 below has been executed and delivered to Jeff Phipps, 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. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in red on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of construction of the Bedford Avenue US 50 Improvement Project known as ED 50.
2. This Temporary Easement shall terminate upon completion of the project known as 03 ED 50 on September 30, 2008, whichever occurs earlier.
3. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and that they have the exclusive right to grant this Temporary Easement.

\_\_\_\_\_  
COUNTY OF EL DORADO                      DATE  
Grantor

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

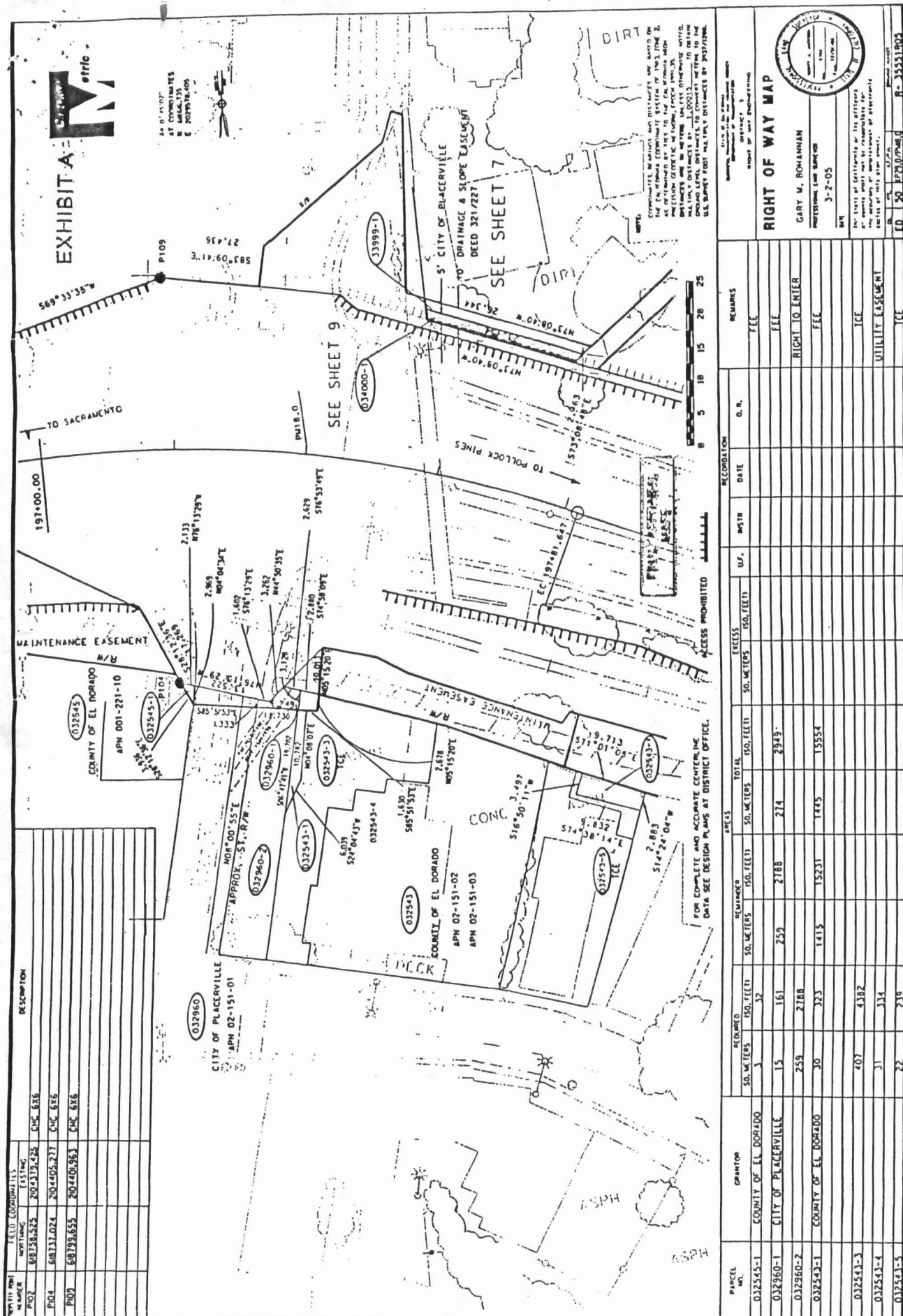
By \_\_\_\_\_  
JEFF PHIPPS  
Right of Way Agent  
Marysville

By \_\_\_\_\_  
GREG LUNDBLAD  
Senior Right of Way Agent  
Marysville

By \_\_\_\_\_  
DEBBIE H. MORENO  
North Region Right of Way Manager  
Marysville

**No Obligation Other Those Set Forth Herein Will Be Recognized**

# EXHIBIT A



APN	DESCRIPTION
032960-1	CITY OF PLACERVILLE
032960-2	CITY OF PLACERVILLE
032960-3	CITY OF PLACERVILLE
032960-4	CITY OF PLACERVILLE
032960-5	CITY OF PLACERVILLE
032960-6	CITY OF PLACERVILLE
032960-7	CITY OF PLACERVILLE
032960-8	CITY OF PLACERVILLE
032960-9	CITY OF PLACERVILLE
032960-10	CITY OF PLACERVILLE
032960-11	CITY OF PLACERVILLE
032960-12	CITY OF PLACERVILLE
032960-13	CITY OF PLACERVILLE
032960-14	CITY OF PLACERVILLE
032960-15	CITY OF PLACERVILLE
032960-16	CITY OF PLACERVILLE
032960-17	CITY OF PLACERVILLE
032960-18	CITY OF PLACERVILLE
032960-19	CITY OF PLACERVILLE
032960-20	CITY OF PLACERVILLE
032960-21	CITY OF PLACERVILLE
032960-22	CITY OF PLACERVILLE
032960-23	CITY OF PLACERVILLE
032960-24	CITY OF PLACERVILLE
032960-25	CITY OF PLACERVILLE
032960-26	CITY OF PLACERVILLE
032960-27	CITY OF PLACERVILLE
032960-28	CITY OF PLACERVILLE
032960-29	CITY OF PLACERVILLE
032960-30	CITY OF PLACERVILLE
032960-31	CITY OF PLACERVILLE
032960-32	CITY OF PLACERVILLE
032960-33	CITY OF PLACERVILLE
032960-34	CITY OF PLACERVILLE
032960-35	CITY OF PLACERVILLE
032960-36	CITY OF PLACERVILLE
032960-37	CITY OF PLACERVILLE
032960-38	CITY OF PLACERVILLE
032960-39	CITY OF PLACERVILLE
032960-40	CITY OF PLACERVILLE
032960-41	CITY OF PLACERVILLE
032960-42	CITY OF PLACERVILLE
032960-43	CITY OF PLACERVILLE
032960-44	CITY OF PLACERVILLE
032960-45	CITY OF PLACERVILLE
032960-46	CITY OF PLACERVILLE
032960-47	CITY OF PLACERVILLE
032960-48	CITY OF PLACERVILLE
032960-49	CITY OF PLACERVILLE
032960-50	CITY OF PLACERVILLE
032960-51	CITY OF PLACERVILLE
032960-52	CITY OF PLACERVILLE
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032960-59	CITY OF PLACERVILLE
032960-60	CITY OF PLACERVILLE
032960-61	CITY OF PLACERVILLE
032960-62	CITY OF PLACERVILLE
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032960-66	CITY OF PLACERVILLE
032960-67	CITY OF PLACERVILLE
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032960-80	CITY OF PLACERVILLE
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032960-82	CITY OF PLACERVILLE
032960-83	CITY OF PLACERVILLE
032960-84	CITY OF PLACERVILLE
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032960-90	CITY OF PLACERVILLE
032960-91	CITY OF PLACERVILLE
032960-92	CITY OF PLACERVILLE
032960-93	CITY OF PLACERVILLE
032960-94	CITY OF PLACERVILLE
032960-95	CITY OF PLACERVILLE
032960-96	CITY OF PLACERVILLE
032960-97	CITY OF PLACERVILLE
032960-98	CITY OF PLACERVILLE
032960-99	CITY OF PLACERVILLE
032960-100	CITY OF PLACERVILLE

PARCEL NO.	GRANTOR	REQUIRED		REMAINING		TOTAL		EXCESS		RECORDATION DATE	O. R.	REMARKS
		SQ. METERS	ISO. FEET	SQ. METERS	ISO. FEET	SQ. METERS	ISO. FEET	SQ. METERS	ISO. FEET			
032545-1	COUNTY OF EL DORADO	3	32									FEE
032960-1	CITY OF PLACERVILLE	15	161	250	2188	274	2949					FEE
032960-2		259	2188									RIGHT TO ENTER
032545-1	COUNTY OF EL DORADO	30	323	1415	15231	1445	15554					FEE
032543-3		407	4382									ICE
032543-4		31	334									UTILITY EASEMENT
032543-5		22	238									ICE

**RIGHT OF WAY MAP**

GARY W. ROHANNAN  
 PROFESSIONAL LAND SURVEYOR  
 No. 12345  
 State of California

DATE: 3-2-05

PROJECT: [Blank]

SCALE: 1" = 100'

FO 50 473107400 R-35531400

DATE	REVISIONS
12-16-04	REVISED PARCEL 032960-2 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-1 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-2 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-3 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-4 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-5 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-6 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-7 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-8 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-9 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-10 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-11 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-12 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-13 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-14 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-15 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-16 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-17 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-18 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-19 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-20 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-21 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-22 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-23 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-24 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-25 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-26 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-27 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-28 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-29 TO RIGHT TO ENTER
12-16-04	REVISED PARCEL 032545-30 TO RIGHT TO ENTER