

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 117-180-04

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2  
Project #66101  
APN: 117-180-04

### TEMPORARY CONSTRUCTION EASEMENT

JACKSON II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND JACKSON, SR. LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor," grants to the County of El Dorado, 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 made a part hereof.

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

1. In consideration of **\$100.00 (One-Hundred 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 she/he is 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 Latrobe Road Widening Project Phase 2. 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 Latrobe Road Widening Project Phase 2. 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 one-year warranty period. In the event that construction of the Latrobe Road Widening Project Phase 2 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 **\$16.66 (Sixteen Dollars and Sixty-Six Cents, 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.

GRANTOR:

JACKSON II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND  
JACKSON, SR. LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Executed on this date: December 5, 2006

By:   
JOHN M. JACKSON JR.  
MANAGING MEMBER, JACKSON II, LLC

By:   
JOHN M. JACKSON SR.  
MANAGING MEMBER, JACKSON, SR. LLC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

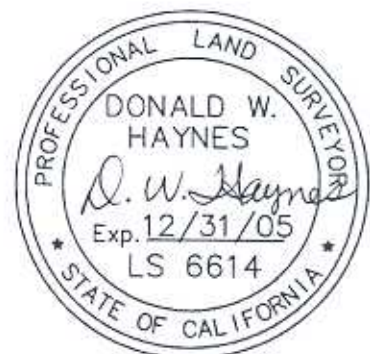
All that portion of Parcel 4, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 96, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most westerly corner of said parcel; thence along the existing southeasterly right-of-way line of White Rock Road North  $46^{\circ}48'11''$  East (cite North  $46^{\circ}47'56''$  East) 0.988 meters (3.24 feet); thence leaving said right-of-way line South  $43^{\circ}38'02''$  East 25.502 meters (83.67 feet); thence South  $55^{\circ}52'31''$  West 3.297 meters (10.82 feet) to the northeasterly right-of-way line of Windfield Way, the beginning of a 102.084 meter (334.92 foot) radius non-tangent curve to the left; thence northwesterly along said curve and right-of-way line an arc distance of 25.131 meters (82.45 feet), through a central angle of  $14^{\circ}06'17''$ , and subtended by a chord which bears North  $38^{\circ}27'04''$  West 25.067 meters (82.24 feet) to the point of beginning, containing 40.9 sq. meters (440 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



9-23-05

EXHIBIT "B"

WHITE ROCK RD.

POINT OF BEGINNING

N46°48'11"E  
0.988m

S43°38'02"E

25.502m

R=102.084m  
L=25.131m  
 $\Delta=14^{\circ}06'17''$   
Ch=N38°27'04"W  
25.067m

S55°52'31"W  
3.297m

PARCEL 4  
47-PM-96  
JACKSON II LLC  
APN 108:500:04

WINDFIELD WAY



SCALE = 1:250  
METRIC

NOTARY ACKNOWLEDGEMENT

STATE OF California )  
: SS

COUNTY OF Sacramento )

Capacity claimed by signer:

- Individual;  Trustee(s);  Attorney-in-Fact;  Guardian/Conservator;
- Corporate Officer(s) \_\_\_\_\_ Title(s);
- Partner(s) --  Limited,  General
- Other Managing Member

On December 5, 2006 before me, Patricia T. Crow, a Notary Public in and for said State, personally appeared John M. Jackson, Jr.  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.

WITNESS my hand and official seal.

Patricia T. Crow  
(Signature of Notary)  
County of Sacramento  
My commission expires May 16, 2009



NOTARY ACKNOWLEDGEMENT

STATE OF California )  
: SS

COUNTY OF Sacramento )

Capacity claimed by signer:

Individual;  Trustee(s);  Attorney-in-Fact;  Guardian/Conservator;

Corporate Officer(s) \_\_\_\_\_ Title(s);

Partner(s) --  Limited,  General

Other Managing Member

On December 5, 2006 before me, Patricia T. Crow, a Notary

Public in and for said State, personally appeared

John M. Jackson, Sr.  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.

WITNESS my hand and official seal.

Patricia T. Crow  
(Signature of Notary)

County of Sacramento

My commission expires May 16, 2009

