

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made by and between the WILLIAMS FAMILY LIVING TRUST 9/19/1991 by and through its surviving Trustee Joseph P. Williams, Jr., Trustee ("Williams"), and the COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), on the following terms and conditions:

RECITALS

1. In March of 1998, County and Joseph and Helen Williams, predecessors in interest to Williams, entered into that certain Bass Lake Hills Development Agreement ("Development Agreement") providing for the development and subdivision of their parcel, APN#119-090-17 (formerly APN #108-120-17) in accordance with the terms and conditions set forth therein.

2. Pursuant to the Development Agreement, Williams was required to dedicate to the County right-of-way for construction of streets and improvements. In July 2002, Williams executed an Easement and Dedication Agreement, and an irrevocable offer of dedication, in favor of Hollow Oak LLC authorizing the use of a portion of his real property, APN #108-120-17 (the "Property") for construction of the new Hollow Oak Road.

3. In March 2004 Williams transferred title of the Property to a family trust prior to the recordation or acceptance of the irrevocable offer of dedication.

4. Subsequent to the construction of the new Hollow Oak Road, Williams expressed concerns regarding drainage on the southern portion of the Property as a result of the construction by Hollow Oak LLC, and thereafter claimed storm damages to his Property resulting from winter storm events commencing in 2005-2006 and said drainage concerns (the "Claims").

4. County has reviewed the facts and circumstances leading up to these claims, and the hydrology calculations and drainage studies that were subsequently performed by Hollow Oak, LLCs successor in interest, Pulte Home Corporation, and County is willing to facilitate a settlement of the Claims subject to and conditioned upon the terms and conditions this Settlement Agreement.

5. County is willing to facilitate this Settlement Agreement by constructing the Hollow Oak Drainage Project, CIP No. 72369 (the "Project") to remove and reroute the drainage facilities previously installed on Williams Property, inclusive of removing the existing culvert and rock lined ditch on the Property and installing new drainage inlets, manholes, storm drain system, roadside ditches and related grading and re-vegetation of areas along Hollow Oak Drive and County will compensate Williams for use of the Property for the existing drainage facilities as set forth herein, subject to and conditioned upon Williams executing a grant of temporary construction easement, a new irrevocable offer of dedication, and a release of all Claims as provided herein.

In consideration of the mutual terms contained herein and the valuable consideration reflected in those terms, the parties agree as follows:

TERMS AND CONDITIONS

1. Execution of Easement and Dedication.

Williams shall, concurrently with the execution of this Settlement Agreement, execute the following:

a. The Grant of Temporary Construction Easement (attached hereto as Exhibit "A") providing County with a temporary construction easement for the construction of the Project; and

b. The Irrevocable Offer of Dedication for Road Right of Way, Public Utilities Easement and Slope Easement (attached hereto as Exhibit "B") providing County with additional easements for road right-of-way, public utilities and slope, for the construction of the Project.

The recordation of the easements in favor of County, and the distribution of compensation to Williams, shall be consummated by means of Escrow No. 205-16286 (the "Escrow") opened at Placer Title Company (the "Escrow Holder"), and this Settlement Agreement shall to the extent possible as escrow instructions. The parties shall execute all further escrow instructions as required by the Escrow Holder. All such further escrow instructions shall be consistent with this Settlement Agreement which shall control. Escrow shall close as soon as possible after the execution of this Settlement Agreement but in no event later than **February 27, 2015** to allow the County to bid and construct the Project in a timely fashion.

2. County Payment of Compensation

County shall pay Williams the following:

a. One Thousand Dollars exactly (\$1,000.00) for the Temporary Construction Easement.

b. One Thousand Four Hundred Dollars exactly (\$1,400.00) for the prior use of the Property for the drainage facilities located on the Property by Hollow Oak, LLC and its successors Pulte Homes Corporation; and

c. There shall be no additional compensation for the Irrevocable Offer of Dedication for Road Right of Way, Public Utilities Easement and Slope Easement

In addition to the foregoing, County shall pay the Escrow Holder fees, recording fees, title insurance fees, documentary transfer tax, if any, and all costs of any partial reconveyances of deeds of trust, if any related to the aforementioned conveyances.

3. County Project

County shall advertise, bid, construct, oversee and complete the Project at County's sole cost and expense.

4. Release

In consideration of the performance of the terms described herein, by or on behalf of County, Williams, their heirs, executors, administrators, agents, representatives, predecessors and successors in interest, partners, members, owners, officers, principals, employees, shareholders, subsidiaries, affiliates, insurers and assigns, Williams hereby releases and forever discharges County and its administrators, agents, representatives, predecessors and successors in interest, partners, members, owners, officers, principals, employees, shareholders, subsidiaries, affiliates, insurers and assigns from any and all past, present or future claims, liabilities, losses, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, whether for compensatory or punitive damages, of whatever kind or nature including, without limitation, claims which are known or unknown, claims for known or unknown damages, claims for expected or unexpected consequences of damages on account of, arising out of, or in any way related to, any act, transaction, practice or conduct of County, or that relate in any way or arise out of the Claims. Williams acknowledges and agrees that the release and discharge set forth above is a general release, and is intended to be as broad and far-reaching as possible, and specifically includes a full release of all Claims and each and every claim, demand and matter set forth in the Claims. All such claims and demands, and any further or future claims and demands related to the Claims and/or related drainage incidents and/or the prior drainage facilities and use of the Property are deemed fully and completely satisfied or are expressly waived by Williams, without further recourse or claim against County, unless specifically set forth in this Settlement Agreement. Williams expressly waives and assumes the risk of any and all claims which exist as of this date, but which it does not know or suspect to exist, whether through lack of awareness, oversight, error, negligence or otherwise, and which, if known, would materially affect Williams's decision to enter into this Settlement Agreement. Williams further agrees that it accepts the performances and payments by County specified herein as a complete compromise of matters involving disputed issues of law and fact, and assumes the risk the facts or law may be other than it believes.

5. Full and Final Settlement.

It is specifically understood and agreed that this Settlement Agreement is intended to be the full and final settlement of all Claims between County and Williams. Williams expressly relinquishes and waives any right to reopen or object to this Settlement Agreement, and accepts the performances by and amounts to be paid by County, inclusive of the costs and expenses associated with the Project incurred by County, set forth herein in full satisfaction of any and all Claims, obligations, liabilities, losses, demands, damages, causes or causes of action of any kind whatsoever, which had heretofore arisen and which may hereinafter arise against County. Williams expressly states that it relinquishes and waives the provisions of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

Williams represents that he has had the opportunity to consult with legal counsel regarding the significance of his waiver of Civil Code section 1542, and further represents that his waiver is an essential and material term of this Settlement Agreement.


Williams Initials

6. Each Party Responsible for Own Costs.

Each party shall bear their own attorney's fees and costs herein.

7. No Admissions of Liability.

It is specifically agreed that this Settlement Agreement is entered into for the purpose of avoiding the costs and uncertainty of litigation, and to resolve all Claims. County does not admit any liability to Williams, and the execution of this Settlement Agreement shall not be construed as an admission of liability for any purpose.

8. Applicable Law and Venue.

This Settlement Agreement is contractual and shall be construed and interpreted in accordance with the laws of the State of California.

9. Attorneys' Fees.

In the event of any arbitration, action or other proceeding arising out of or related to this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.

10. Time is of the Essence. Time is of the essence with regard to the performance of this Settlement Agreement.

11. Warranty of Authority

Each party to this Settlement Agreement represents and warrants that he or she has the full right and authority to enter into this agreement and to bind the party for whom the agreement is signed.

12. Warranty of No Assignment.

Each of the parties to this Settlement Agreement represents and warrants that there has been no assignment, sale or transfer, by operation of law or otherwise, of any claim, right, demand, obligation, liability, interest, cause or cause of action released by any of them as provided in this agreement.

13. Partial Invalidity.

If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

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14. Amendment of Agreement.

This Settlement Agreement may be amended only by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officer of the parties hereto.

15. Contract Administrator.

The County officer or employee with responsibility for administering this Settlement Agreement is Steve Pedretti, Community Development Agency Director or successor.

16. Execution by Counterpart.

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Complete Agreement

The terms of this Settlement Agreement are intended by the parties as a final expression of their agreement and understanding with respect to such terms as are included herein.

18. Assignment.

Neither party shall assign or delegate its interest in this Settlement Agreement without prior written consent of the other party.

19. Notice to Parties.

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested.

Notices to the County shall be addressed as follows:

County of El Dorado
330 Fair Lane
Placerville, CA 95667
Attn: County Counsel

With a copy to:

County of El Dorado
2850 Fairlane Court
Placerville, CA 95667
Attn: Community Development Agency, Transportation Division
Steve Pedretti, Director or successor

Or to such other location as the County directs.

Notices to Williams shall be addressed as follows:

Joseph P. Williams, Jr. as Trustee of the Williams Family Living Trust, 9/19/1991
3700 Hollow Oak Drive
El Dorado Hills, CA 95762

Or to such other location as Williams directs.

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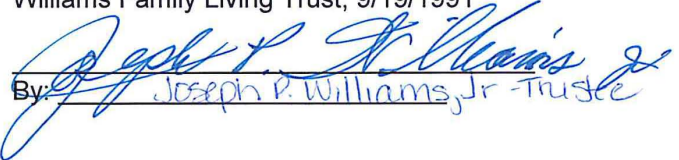
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The parties have executed the Settlement Agreement on the following dates, the effective date of which is the date that both parties have executed it.

WILLIAMS:

Joseph P. Williams, Jr., as Trustee of the
Williams Family Living Trust, 9/19/1991

Dated: Oct 23, 2014.

By: 
Joseph P. Williams, Jr - Trustee

Dated: _____, 2014.

COUNTY:

COUNTY OF EL DORADO,
a political subdivision of the State of California

By: Chair
Board of Supervisors

ATTEST
JIM MITRISIN
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT 'A'

**Irrevocable Offer of Dedication
Road, P.U.E. and Slope Easement**

All that real property situate in the County of El Dorado, State of California, lying within the North One-Half of Section 6, Township 9 North, Range 9 East, M.D.M., and being a portion of Parcel 'D', as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County in Book 11 of Parcel Maps, Page 137, and being more particularly described as follows:

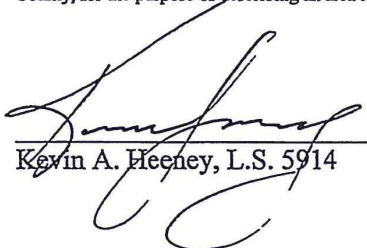
Beginning at a point on the Easterly line of said Parcel 'D', from which a ¾" capped iron pipe stamped LS 3279 marking the Northeast corner of said Parcel 'D' bears North 07°17'58" East, 452.81 feet; thence along said Easterly line South 07°17'58" West, 65.11 feet; thence across said Parcel 'D' the following three courses: (1) Along the arc of a non-tangent curve, concave to the Northwest, having a radius of 730.00 feet, the chord of which bears South 83°08'59" West, 195.21 feet, (2) North 89°10'00" West, 85.27 feet and (3) Along a curve to the right having a radius of 1530.00 feet and a chord that bears North 88°02'28" West, 60.11 feet to a point on the West line of said Parcel 'D'; thence along said West line, North 05°26'13" East, 60.05 feet; thence across said Parcel 'D' the following three courses: (1) Along the arc of a non-tangent curve, concave to the North, having a radius of 1470.00 feet, the chord of which bears South 88°05'21" East, 55.28 feet, (2) South 89°10'00" East, 85.27 feet and (3) Along a curve to the left having a radius of 670.00 feet and a chord that bears North 82°06'51" East, 203.13 feet to the Point of Beginning, containing 0.472 acres more or less.

Together with a Slope easement, twenty (20) feet wide, contiguous to and on each side of the above described Road, offered in fee, or five (5) feet beyond the top of cut or toe of fill, whichever is larger.

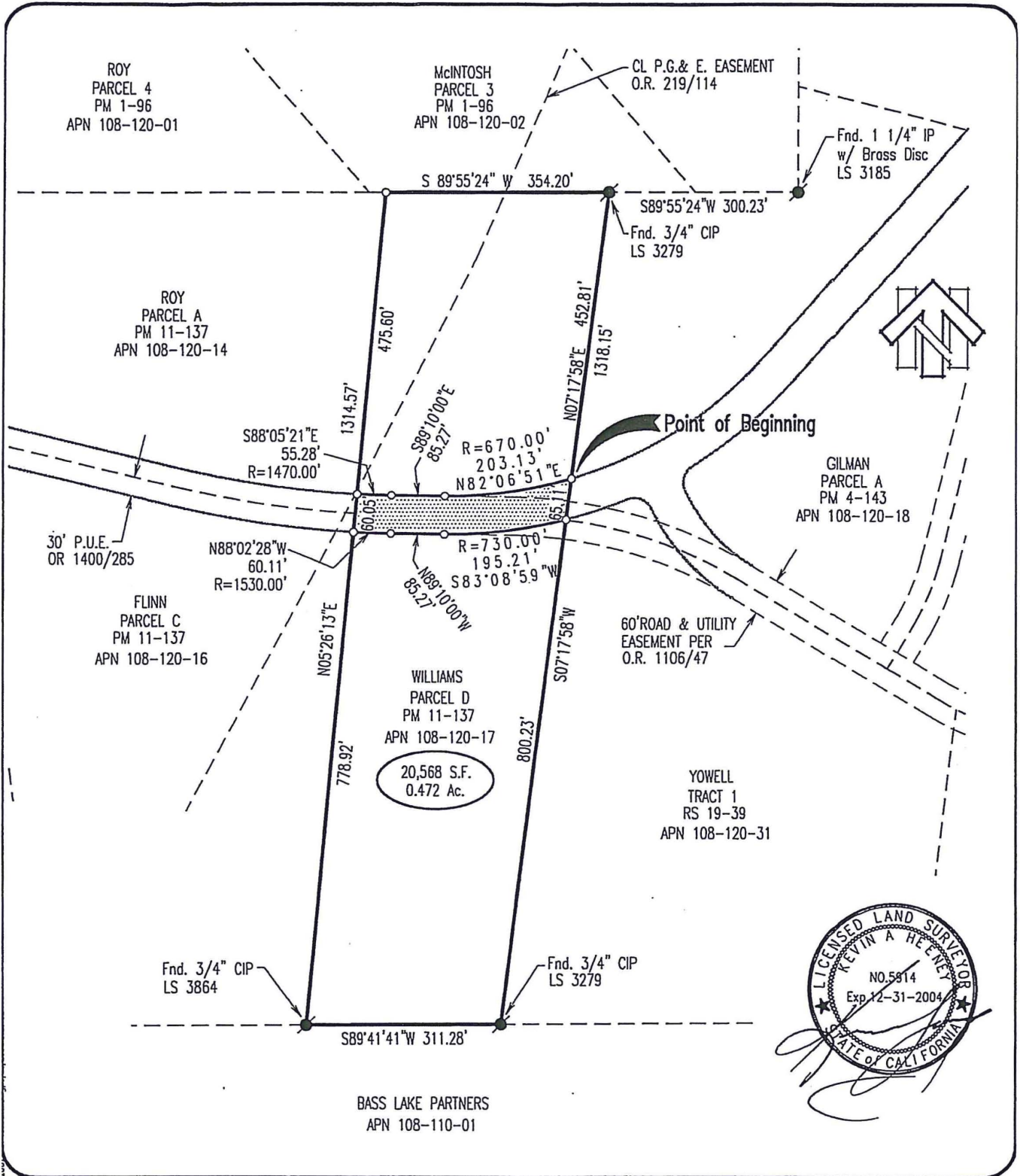
End of Description

See Exhibit B

This description has been prepared in connection with the development known as the Bass Lake Hills Specific Plan in El Dorado County, for the purpose of describing an area to be offered for dedication to the County for future roadways.


Kevin A. Heeney, L.S. 5914





C.T.A. R.E.Y., INC.
 Civil Engineering, Planning, Land Surveying
 3233 Monier Circle
 Rancho Cordova, Ca 95742
 (916) 638-0919 FAX 638-2479

EXHIBIT B
Irrevocable Offer of Dedication
Road, P.U.E. and Slope Easement
 PORTION OF THE N 1/2 SEC. 6, T., 9 N., R., 9 E., M.D.M.
 and BEING a PORTION OF PARCEL "D" (11 PM 137)
 COUNTY OF EL DORADO STATE OF CALIFORNIA

DATE:	03-17-04
SCALE:	1"=200'
BY:	cta
JOB NO.	1799.001

EXHIBIT "B"

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

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

APN: 119-090-17
Joseph P. Williams, Jr., Trustee
Hollow Oak Drainage Project No. 72369

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922

ABOVE SECTION FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Joseph P. Williams, Jr., as Trustee for the Williams Family Living Trust, 9/19/1991, 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" 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 **\$1,000.00 (One Thousand Dollars and 00/100)** for the Temporary Construction Easement 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 **Hollow Oak Drainage Project, CIP No. 72369 (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,

EXHIBIT "B"

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 removing existing pipe and flared end section; removal of rock outfall; backfilling; compacting and re-landscaping said rock outfall area; filling and re-landscaping eroded area; and facilitating the installation of a storm drain system and re-landscaping the slope within the road right of way. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Acceptance of the Project or **December 31, 2018**, whichever is sooner. 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 will not survive the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 4 (Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$250.00 (Two hundred Fifty Dollars and NO/100 Cents)** monthly will be paid to the Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.
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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20__.

GRANTOR:

**Joseph P. Williams, Jr., as Trustee for the
Williams Family Living Trust, 9/19/1991**

(A Notary Public Must Acknowledge All Signatures)

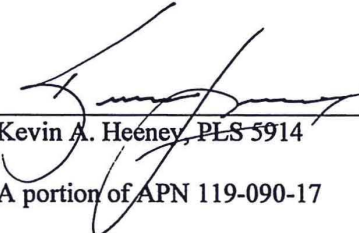
Hollow Oak Drive
"Temporary Construction Easement"

All that real property situate in the County of El Dorado, State of California, lying within the Northeast One-quarter of Section 6, Township 9 North, Range 9 East, M.D.M., and being a portion of Parcel D, as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County in Book 11 of Parcel Maps, Page 137 and being more particularly described as follows:

Beginning at a point on the East line of said Parcel D, at the intersection with said line and the South line of Hollow Oak Drive, said point being the Southwest corner of that certain Irrevocable Offer of Dedication to the County of El Dorado, accepted on behalf of the public on June 7, 2005 and recorded in Document No. 2005-0048126; thence from said Point of Beginning and along the East line of said Parcel D, South 07°17'58" West, 132.58 feet; thence leaving said East line, South 61°09'08" West, 67.18 feet; thence South 71°20'19" West, 55.39 feet; thence South 51°16'43" West, 82.02 feet; thence South 81°07'37" West, 65.95 feet; thence South 67°46'07" West, 33.73 feet; thence North 71°34'48" West, 60.81 feet; thence North 85°47'56" West, 13.47 feet more or less to a point on the West line of said Parcel D; thence along said West line, North 05°26'13" East, 50.01 feet; thence leaving said West line, South 85°47'56" East, 18.63 feet; thence South 71°34'48" East, 48.53 feet; thence North 67°46'07" East, 21.06 feet; thence North 81°37'37" East, 58.48 feet; thence North 51°16'43" East, 77.54 feet; thence North 71°20'19" East, 59.78 feet; thence North 61°09'08" East, 55.54 feet; thence North 05°17'06" East, 66.78 feet; thence along the arc of a curve, concave to the North, having a radius of 745.00 feet, the chord of which bears South 84°55'10" West, 153.52 feet; thence North 89°10'00" West, 85.27 feet; thence along the arc of a curve to the right, having a radius of 1545.00 feet, the chord of which bears North 88°01'47" West, 61.31 feet more or less to a Point on the West line of said Parcel D; thence along said West line, North 05°26'13" East, 15.01 feet to the Southeast corner of that certain parcel of land, described in that certain Irrevocable Offer of Dedication to the County of El Dorado and recorded in Document No. 2005-0092135; thence leaving said West line and along the arc of a curve concave to the North, having a radius of 1530.00 feet, the chord of which bears South 88°02'28" East, 60.11 feet; thence South 89°10'00" East, 85.27 feet; thence along the arc of a curve to the left, having a radius of 730.00 feet, the chord of which bears North 83°08'59" East, 195.21 feet to the Point of Beginning, containing 0.606 acres, more or less.

End of Description

This description has been prepared by me or under my direct supervision


Kevin A. Heeney, PLS 5914
A portion of APN 119-090-17

06/20/2013
Date:





119-090-17

WILLIAMS
PARCEL D
PM 11-137

EAST LINE
PARCEL 'D'

119-090-67

WEST LINE
PARCEL 'D'

SW COR I.O.D. PER
2005-0048126

Point of Beginning

R=1530.00'
D=2°15'04"
S88°02'28"E

HOLLOW

OAK

DRIVE

S89°10'00"E 85.27'

R=730.00' D=15°22'02" N83°08'59"E 195.21'

N89°10'00"W 85.27'

R=745.00' D=11°49'41"
S84°55'10"W 153.52'

R=1545.00'
D=2°16'26"
N88°01'47"W
61.31'

WILLIAMS
PARCEL D
PM 11-137

119-090-17

N05°26'13"E
15.01'

119-090-65

N05°17'06"E 66.78'
S07°17'58"W 132.58'

0.606 Ac.

TRACT 1
RS 19-39

119-090-31

S85°47'56"E 18.63'

N67°46'07"E 21.06'

N81°07'37"E 58.48'

N51°16'43"E 77.54'

N71°20'19"E 59.78'

N61°09'08"E 55.54'

S61°09'08"W 67.18'

N05°26'13"E 50.01'

S85°47'56"E 18.63'

N67°46'07"E 21.06'

N81°07'37"E 58.48'

S51°16'43"W 82.02'

S71°20'19"W 55.39'

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N05°26'13"E 50.01'

S71°34'48"E 48.53'

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S51°16'43"W 82.02'

S71°20'19"W 55.39'

S61°09'08"W 67.18'

N05°26'13"E 50.01'

S85°47'56"W 13.47'

N71°34'48"W 60.81'

S67°46'07"W 33.73'

S81°07'37"W 65.95'

S71°20'19"W 55.39'

S61°09'08"W 67.18'



06/20/2013

C.T.A. R.E.Y., INC.

Civil Engineering, Planning, Land Surveying
3233 Monier Circle
Rancho Cordova, Ca 95742
(916) 638-0919 FAX 638-2479

EXHIBIT PLAT

"Temporary Construction Easement"
HOLLOW OAK DRIVE

PORTION OF THE NE 1/4 SEC. 6, T.9 N., R., 9 E., M.D.M.
and a PORTION OF PARCEL "D" (11 PM 137)

COUNTY OF EL DORADO

STATE OF CALIFORNIA

DATE:
05-09-2013

SCALE:
1"=50'

BY: KAH

JOB NO.
03-047-002

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

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

APN: 119-090-17
Joseph P. Williams, Jr., Trustee
Hollow Oak Drainage Project No. 72369

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
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**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:

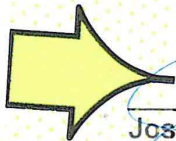
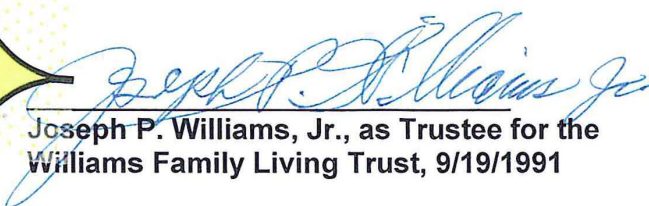
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2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the **Hollow Oak Drainage Project, CIP No. 72369 (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 removing existing pipe and flared end section; removal of rock outfall; backfilling; compacting and re-landscaping said rock outfall area; filling and re-landscaping eroded area; and facilitating the installation of a storm drain system and re-landscaping the slope within the road right of way. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Acceptance of the Project or **December 31, 2018**, whichever is sooner. 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 will not survive the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (Four) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 4 (Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of **\$250.00 (Two hundred Fifty Dollars and NO/100 Cents)** monthly will be paid to the Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.
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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20__.

GRANTOR:



**Joseph P. Williams, Jr., as Trustee for the
Williams Family Living Trust, 9/19/1991**

(A Notary Public Must Acknowledge All Signatures)

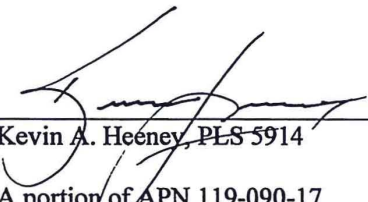
Hollow Oak Drive
"Temporary Construction Easement"

All that real property situate in the County of El Dorado, State of California, lying within the Northeast One-quarter of Section 6, Township 9 North, Range 9 East, M.D.M., and being a portion of Parcel D, as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County in Book 11 of Parcel Maps, Page 137 and being more particularly described as follows:

Beginning at a point on the East line of said Parcel D, at the intersection with said line and the South line of Hollow Oak Drive, said point being the Southwest corner of that certain Irrevocable Offer of Dedication to the County of El Dorado, accepted on behalf of the public on June 7, 2005 and recorded in Document No. 2005-0048126; thence from said Point of Beginning and along the East line of said Parcel D, South 07°17'58" West, 132.58 feet; thence leaving said East line, South 61°09'08" West, 67.18 feet; thence South 71°20'19" West, 55.39 feet; thence South 51°16'43" West, 82.02 feet; thence South 81°07'37" West, 65.95 feet; thence South 67°46'07" West, 33.73 feet; thence North 71°34'48" West, 60.81 feet; thence North 85°47'56" West, 13.47 feet more or less to a point on the West line of said Parcel D; thence along said West line, North 05°26'13" East, 50.01 feet; thence leaving said West line, South 85°47'56" East, 18.63 feet; thence South 71°34'48" East, 48.53 feet; thence North 67°46'07" East, 21.06 feet; thence North 81°37'37" East, 58.48 feet; thence North 51°16'43" East, 77.54 feet; thence North 71°20'19" East, 59.78 feet; thence North 61°09'08" East, 55.54 feet; thence North 05°17'06" East, 66.78 feet; thence along the arc of a curve, concave to the North, having a radius of 745.00 feet, the chord of which bears South 84°55'10" West, 153.52 feet; thence North 89°10'00" West, 85.27 feet; thence along the arc of a curve to the right, having a radius of 1545.00 feet, the chord of which bears North 88°01'47" West, 61.31 feet more or less to a Point on the West line of said Parcel D; thence along said West line, North 05°26'13" East, 15.01 feet to the Southeast corner of that certain parcel of land, described in that certain Irrevocable Offer of Dedication to the County of El Dorado and recorded in Document No. 2005-0092135; thence leaving said West line and along the arc of a curve concave to the North, having a radius of 1530.00 feet, the chord of which bears South 88°02'28" East, 60.11 feet; thence South 89°10'00" East, 85.27 feet; thence along the arc of a curve to the left, having a radius of 730.00 feet, the chord of which bears North 83°08'59" East, 195.21 feet to the Point of Beginning, containing 0.606 acres, more or less.

End of Description

This description has been prepared by me or under my direct supervision



Kevin A. Heeney, PLS 5914
A portion of APN 119-090-17

06/20/2013
Date:





119-090-17

WILLIAMS
PARCEL D
PM 11-137

EAST LINE
PARCEL 'D'

119-090-67

WEST LINE
PARCEL 'D'

SW COR I.O.D. PER
2005-0048126

Point of Beginning

R=1530.00'
D=2°15'04"
S88°02'28"E

HOLLOW OAK DRIVE

S89°10'00"E 85.27'

OAK DRIVE

R=730.00' D=15°22'02" N83°08'59"E 195.21'

N05°26'13"E
15.01'

119-090-65

R=1545.00'
D=2°16'26"
N88°01'47"W
61.31'

N89°10'00"W 85.27'

R=745.00' D=11°49'41"
S84°55'10"W 153.52'

WILLIAMS
PARCEL D
PM 11-137
119-090-17

0.606 Ac.

TRACT 1
RS 19-39

119-090-31

N05°26'13"E 50.01'

S85°47'56"E
18.63'

N67°46'07"E
21.06'

N81°07'37"E 58.48'

N51°16'43"E 77.54'

N71°20'19"E 59.78'

N61°09'08"E 55.54'

N05°17'06"E
66.78'

S07°17'58"W
132.58'

S71°34'48"E
48.53'

N81°07'37"E 58.48'

N51°16'43"E 77.54'

N71°20'19"E 59.78'

N61°09'08"E 55.54'

S07°17'58"W
132.58'

N71°34'48"W 60.81'

S67°46'07"W
35.73'

S81°07'37"W 65.95'

S51°16'43"W 82.02'

S71°20'19"W 55.39'

S61°09'08"W 67.18'

N85°47'56"W
13.47'



C.T.A. R.E.Y., INC.

Civil Engineering, Planning, Land Surveying
3233 Monier Circle
Rancho Cordova, Ca 95742
(916) 638-0919 FAX 638-2479

EXHIBIT PLAT

"Temporary Construction Easement"
HOLLOW OAK DRIVE

PORTION OF THE NE 1/4 SEC. 6, T., 9 N., R., 9 E., M.D.M.
and a PORTION OF PARCEL "D" (11 PM 137)
COUNTY OF EL DORADO STATE OF CALIFORNIA

DATE: 05-09-2013
SCALE: 1"=50'
BY: KAH
JOB NO. 03-047-002

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

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

APN: 119-090-17
Joseph P. Williams, Jr., Trustee

ABOVE SECTION FOR RECORDER'S USE ONLY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 201__, from **Joseph P. Williams, Jr., as trustee of the Williams Family Living Trust, 9/19/1991**, 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: _____

Dated this ____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____
_____, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of El Dorado }
On 10/23/2014 before me, Jeannette Lyon, Notary,
Date Name and Title of the Officer
personally appeared Joseph P. Williams, Surviving Trustee of
Name(s) of Signer(s)
the Williams Family Living Trust, 9/19/1991



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of TCE Document Date: 10/23/2014
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joseph P. Williams Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Surv. Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____

Signer Is Representing: Williams Family Living Trust 9/19/1991 Signer Is Representing: _____

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California

County of El Dorado }

On 10/23/2014 before me, Jeannette Lyon, Notary,
Date Name and Title of the Officer

personally appeared Joseph P. Williams, Surviving Trustee of the
Name(s) of Signer(s)
Williams Family Living Trust, 91191991



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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Settlement & Release Document Date: 10/23/2014

Number of Pages: 14 Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)
including addenda

Signer's Name: Joseph P. Williams Signer's Name: —

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input checked="" type="checkbox"/> Trustee <u>Surel.</u> <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: Williams Family Living Trust, 91191991 Signer Is Representing: _____