

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 327-130-76

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange
Project #71317
APN: 327-130-76

TEMPORARY CONSTRUCTION EASEMENT

Safeway Inc., A Delaware Corporation, 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 F-1 and F-2 attached hereto and made a part hereof.

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

1. In consideration of **\$13,500.00 (Thirteen-Thousand Five-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 F-1 and depicted on the map in Exhibit F-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 U.S. Highway 50/Missouri Flat Road Interchange 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 U.S. Highway 50/Missouri Flat Road Interchange 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. During construction periods when main access is closed, temporary access will always be provided to Grantor. 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 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange 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 \$562.50 (Five-Hundred Sixty-Two 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.

GRANTOR:

SAFEWAY, INC., A DELAWARE CORPORATION

Executed on this date: January 25, 2007

By: [Signature]
Assistant Vice President

By: [Signature]
Assistant Secretary

NOTARY ACKNOWLEDGMENT

STATE OF _____)
: SS

COUNTY OF _____)

Capacity claimed by signer:

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

Corporate Officer(s) _____ Title(s);

Partner(s) -- Limited, General

Other _____

On _____ before me, _____, a Notary Public in and for said 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.

WITNESS my hand and official seal.

See attached certificate

(Signature of Notary)
County of _____
My commission expires _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
County of Alameda) ss.

On January 25, 2007 before me, Dina Gutierrez, Notary Public, personally appeared Steven J. Gouig and Marilyn K. Beardsley personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Dina Gutierrez* (Seal)

EXHIBIT "F-1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

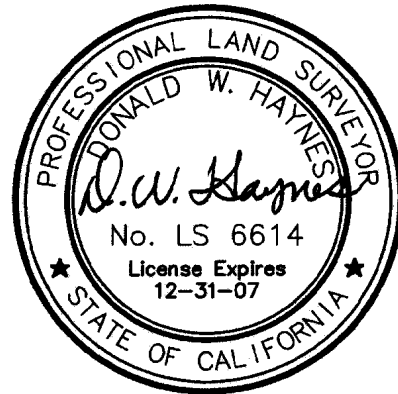
All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 48 of Parcel Maps, at Page 75, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most westerly corner of said parcel; thence along the northwesterly boundary North 55°48'31" East (cite North 55°47'09" East) 28.925 meters (94.90 feet); thence leaving said boundary South 34°20'47" East 13.275 meters (43.55 feet) to the southeasterly boundary; thence along said boundary South 54°26'27" West (cite South 54°25'05" West) 22.281 meters (73.10 feet) to the southwesterly boundary; thence along said boundary North 60°01'55" West (cite North 60°03'17" West) 15.340 meters (50.33 feet) to the point of beginning, containing 0.0348 hectares (0.086 acres), more or less.

See attached Exhibit "F-2"

END OF DESCRIPTION.

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 0.999855.



7-13-06

EXHIBIT "F-2"

SAFEWAY, INC.
PARCEL 1
48-PM-75
APN 327:130:76

POINT OF BEGINNING

N55°48'31"E 28.925m

S34°20'47"E 13.275m

N60°01'55"W 15.340m

S54°26'27"W 22.281m

NEW R/W LINE

MISSOURI
FLAT RD

EXISTING R/W LINE



SCALE = 1:500
METRIC

WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 2007 from Safeway Inc., a Delaware Corporation, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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.

Dated this _____ day of _____, 2007.

COUNTY OF EL DORADO

By: _____
Chairman of the Board
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk