

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN 121-120-22

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

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

## TEMPORARY CONSTRUCTION EASEMENT

**SERRANO ASSOCIATES, LLC, a Delaware limited liability company** (“Grantor”), owner of the real property herein described, does hereby grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California** (“County”), a temporary construction easement, for all public purposes, over, upon and across that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as:

Described in **Exhibit “A”** and depicted on **Exhibit “B,”**  
attached hereto and made a part hereof.

Said easement is for construction purposes to include the right of ingress and egress, as well as other incidental rights including storage of equipment and supplies, for a period of two (2) years from the date of recordation of this document, or upon completion of the construction project, whichever shall occur first, at which time said easements will expire.

The Easement granted herein may be utilized by County and County’s agents, contractors, subcontractors, materialmen or employees or anyone else claiming under County (collectively, “County’s Representatives”) pursuant to the terms and conditions set forth herein.

The area subject to the Easement granted herein shall be fenced and improved as necessary to County’s operations, subject to the limitations and restrictions described below. County rights shall be strictly limited to the easement area and County shall implement all reasonable measures to ensure that adjacent wetland and/or open space properties are not impacted in any way by County’s activities.

This easement is subject to the terms of that certain federal wetlands Permit No. 199000625 issued to Grantor by the U.S. Department of the Army, as amended (hereinafter “404 Permit”) and a future conservation easement and Deed Restrictions required by the 404 Permit to be prepared by Grantor. A copy of the 404 Permit was provided to County simultaneously herewith. County shall secure all federal, state and local permits and approvals applicable to County’s project. County agrees to indemnify, defend and hold Grantor harmless from any claim, cause of action, or liability associated with any work undertaken without necessary permits or in violation of any permit requirement.

In the event County’s construction, maintenance, repair or replacement operations (whether emergency or non-emergency) impact upon adjacent wetland mitigation or preservation areas, landscape, hardscape, habitat restoration areas or trail systems, County shall, at County’s sole expenses, return all

impacted areas to the condition which existed immediately prior to such operation to the satisfaction of Grantor, at Grantor's sole and absolute discretion. In the event County fails to return the affected areas to their pre-impact condition within thirty (30) days of completion of the maintenance or repair operation, Grantor may undertake all measures reasonably necessary to return the affected areas to their pre-impact condition within thirty (30) days of completion of the maintenance or repair operation, Grantor may undertake all measures reasonably necessary to return the affected areas to their pre-impact condition. County shall reimburse any costs incurred by Grantor as a result of County's maintenance or repair operations, or in connection with Grantor itself undertaking the repair or replacement operations, within thirty (30) days of receipt of an invoice therefor. Costs incurred may include actual repair and/or replacement costs, consultant costs and the cost of any additional mitigation or monitoring imposed by federal or state agencies as a direct result of the impacts of County's activities.

County shall indemnify, defend and hold Grantor harmless from and against any and all claims, obligations, demands, causes of action, damages, liabilities, costs, expenses (including reasonable attorneys' fees and costs of suit incurred in connection with all such claims), including any actions or proceedings brought thereon (collectively, "Claims") arising out of, or related to, County's or County's Representatives' use of the easement area and adjacent portions of the Grantor's property, including, but not limited to, construction, repair, or maintenance activities, or any other liability which may arise, including, but not limited to, property damage, personal injury or death incurred by Grantor or County's Representatives, or third parties arising out of, or in any way, related to the construction contemplated hereby.

This Agreement is provided as an accommodation to County and is not connected in any way to the Grantor's project development. Nothing contained within this document shall be construed to constitute a joint venture, partnership, or other relationship between Grantor and County. County shall be solely responsible for all activities conducted by County under the authority of this Easement.

In the event of a dispute regarding the interpretation or enforcement of the terms of this Agreement, the substantially prevailing party in such dispute shall be entitled, in addition to any other relief or remedy requested, to recover reasonable attorneys' fees and costs incurred.

*[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON NEXT PAGE.]*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in El Dorado County, California.

**GRANTEE:**

COUNTY OF EL DORADO

By: \_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors

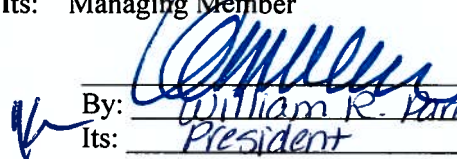
ATTEST:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

**GRANTOR:**

SERRANO ASSOCIATES, LLC,  
a Delaware limited liability company

By: Parker Development Company,  
a California corporation  
Its: Managing Member

 3-3-10  
By: William R. Parker  
Its: President

## Exhibit 'A'

All that certain property situated in the northeast one-quarter of Section 2, Township 9 North, Range 8 East, M.D.M., El Dorado County, State of California. Being a portion of Tract 2 of that particular Record of Survey filed in book 25 of surveys at page 148, official records of said county and state.

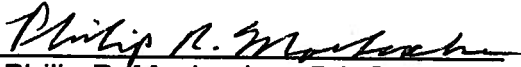
Commencing on the westerly right-of-way of Silva Valley Parkway as said right-of-way is shown on said record of survey, from which the east one-quarter corner of said Section 2 bears North 50°54'39" East 389.10 feet; thence North 33°36'39" West 294.89 feet to the beginning of a 1,660.00 foot radius curve to the right; thence northwesterly along said curve through a central angle of 25°22'43" a distance of 735.28 feet, said curve being subtended by a chord which bears North 20°55'18" West 729.28 feet to the beginning of a reverse curve concave to the southwest having a radius of 1,340.00 feet; thence northwesterly along said curve through a central angle of 01°57'01" a distance of 45.61 feet, said curve being subtended by a chord which bears North 09°12'27" West 45.61 feet to the true POINT OF BEGINNING; thence continuing along said 1,340.00 foot radius curve through a central angle of 05°28'03" a distance of 127.87 feet said curve being subtended by a chord which bears North 12°54'59" West 127.82 feet; thence leaving said westerly right-of-way South 74°21'00" West 20.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 1,320.00 feet and to which beginning a radial line bears North 74°21'00" East; thence southeasterly along said curve through a central angle of 05°28'03" a distance of 125.96 feet said curve being subtended by a chord which bears South 12°54'59" East 125.92 feet; thence North 79°49'03" East 20.00 feet to the POINT OF BEGINNING, containing 2,538 square feet more or less.

See Exhibit 'B', attached hereto and made a part hereof.

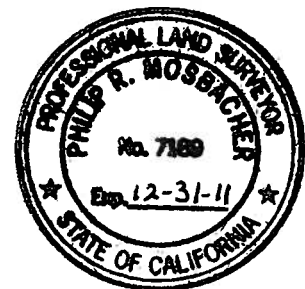
- End of Description -

The basis of bearings for this description is grid north per that Record of Survey filed in book 25 of surveys at page 148, official records, of said county and state, and rotated 00°00'02" counterclockwise. All distances are grid distances. To obtain ground distances, multiply grid distances by 1.00009.

The purpose of this description is to describe that portion of said Tract 2 as an easement for temporary construction purposes.

  
Philip R. Mosbacher, P.L.S. 7189

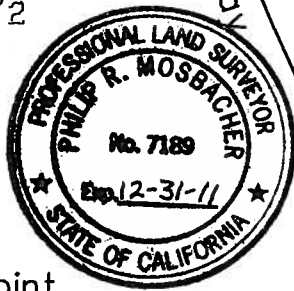
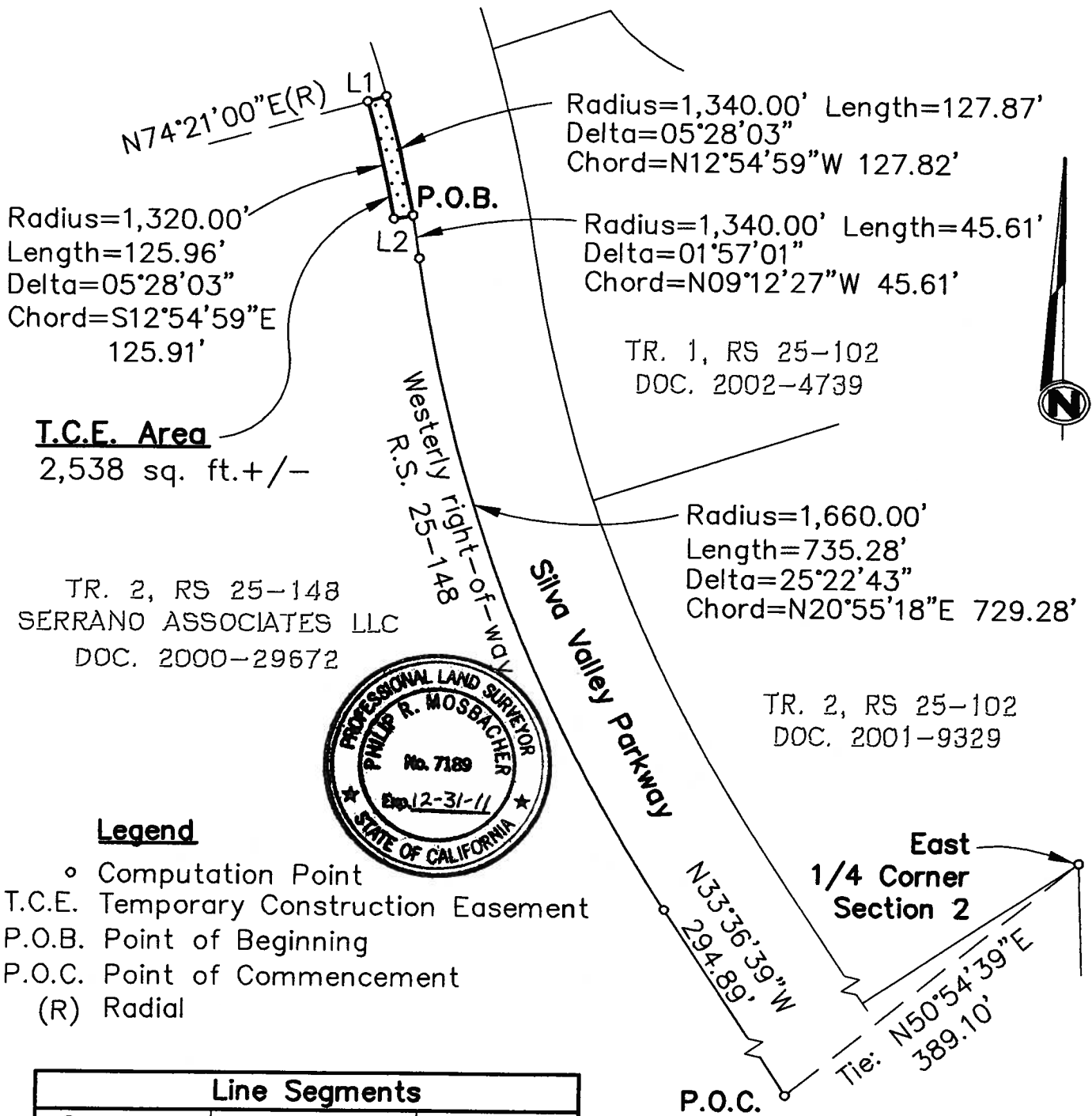
12-22-09  
Date



# Exhibit 'B'

Situate in Northeast One-Quarter of Section 2, T. 9 N.,  
R. 8 E., M.D.M. County of El Dorado, State of California

Scale 1" = 150'



**Legend**

- o Computation Point
- T.C.E. Temporary Construction Easement
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- (R) Radial

Line Segments		
Segment	Bearing	Distance
L1	S74°21'00"W	20.00
L2	N79°49'03"E	20.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado

On 3-3-10 before me, Florence Tanner, Notary Public  
Date Here Insert Name and Title of Officer

Personally appeared William R. Parker  
Name(s) of Signer(s)

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.



Place Notary Seal Above

Florence Tanner  
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement <sup>APN</sup> 121-120-22

Document Date: 3-3-10 Number of Pages: 5

Signer(s) Other Than Named Above: Yes

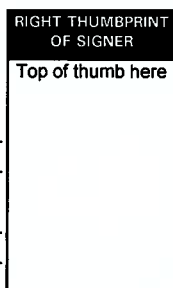
Capacity(ies) Claimed by Signer(s)

Signer's Name: William R. Parker  
 Individual  
 Corporate Officer - Title(s): President  
 Partner -  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: LLC



Signer is Representing: Serrano Associates, LLC

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_