

Placer Title Company  
Escrow No. 205-10797-BIAS

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
CT #  
Assessor's Parcel Number: 118-170-04



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2013-0045372-00**  
Acct 6-PLACER TITLE CO  
Wednesday, AUG 28, 2013 14:46:54  
Ttl Pd \$0.00 Rcpt # 0001550067  
KMV/C1/1-7

Project: US Hwy. 50 / Silva Valley Parkway Interchange  
Project #71328

## TEMPORARY CONSTRUCTION EASEMENT

**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grant 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 made a part hereof.

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

1. In consideration of \$1,882.00 (One-thousand Eight-hundred eighty-two 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 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 US Hwy. 50/Silva Valley Parkway Interchange Improvements Project #71328. 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 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. This right during the one-year warranty period survives the expiration of this easement.

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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 Project is not completed within 24 (Twenty-four) months of commencement of construction directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$78.42 (Seventy-eight Dollars, and 42/100ths 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:**

**HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

Executed on this date: 8/8 <sup>8/9</sup> <sup>8/8</sup>, 2013

Bradley N. Rotter Bradley Rotter  
By: BRADLEY N. ROTTER

Its: General Partner

**Notary Acknowledgements Follow**

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT


State of California )

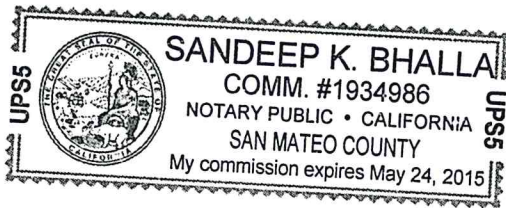
)ss.

County of San Mateo )

On August 9<sup>th</sup>, 2013 before me, Sandeep K. Bhalla,  
Notary Public, personally appeared **BRADLEY N. ROTTER**, 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  (Seal)



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**EXHIBIT A**

**APN 118-170-04**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 1 as shown on the map titled "PARCEL MAP", filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

**Beginning** at a 6" x 6" concrete monument on the northerly line of White Rock Road, marking the westerly terminus of a course, shown as North 85°22'15" West 226.60 feet, on the RECORD OF SURVEY, filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence North 85°22'15" West 180.37 feet to the easterly line of Silva Valley Parkway, as shown on last said RECORD OF SURVEY; thence along last said easterly line, South 37°20'52" East 19.14 feet and South 09°08'23" West 44.22 feet to last said northerly line and the beginning of a non-tangent curve concave southerly, having a radius of 279.98 feet and a chord bearing North 75°48'05" East 180.71; thence easterly, along last said northerly line, through a central angle of 37°39'19", 184.00 feet along said curve to the **Point of Beginning**.

Containing 3,138 square feet or 0.07 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

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This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Albert De Leon

Albert DeLeon, LS 7716

License expires 3-31-13

August 25, 2011  
Date



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EXHIBIT "B"

**LEGEND**

- DIMENSION POINT TYPICAL



*Albert De Leon*  
August 25, 2011

SECTION 1

SECTION 12

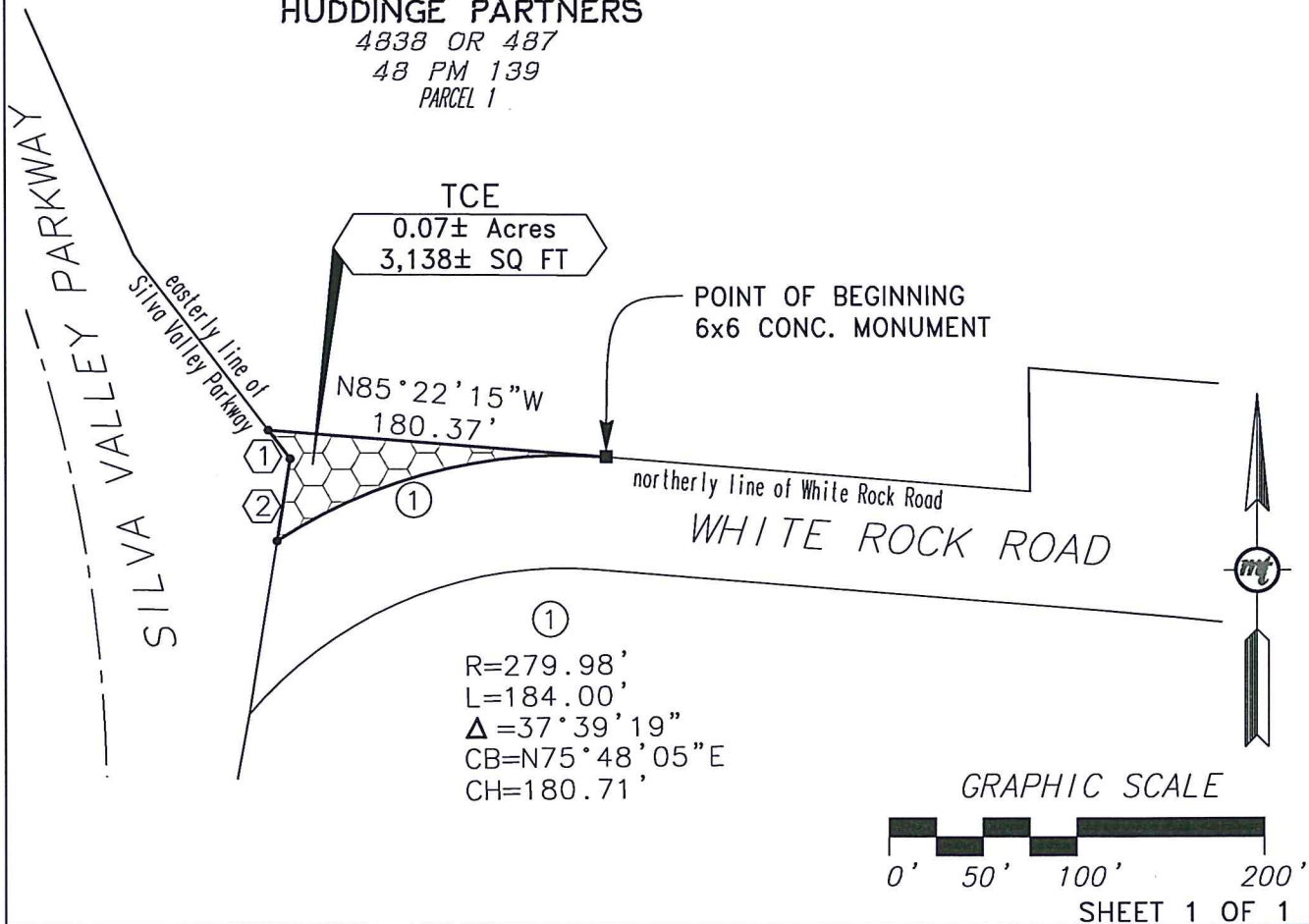

T.9 N., R.8 E. M.D.M.

**LINE TABLE**

- ① S37°20'52"E 19.14'
- ② S09°08'23"W 44.22'

**HUDDINGE PARTNERS**

4838 OR 487  
48 PM 139  
PARCEL 1

DWG. BY RPM	SCALE
CK. BY MJS	1"=100'

**EXHIBIT "B"**  
**APN 118-170-04**  
**IN THE COUNTY OF EL DORADO**  
**STATE OF CALIFORNIA**

Mark Thomas & Co., Inc.  
7300 Folsom Blvd, Ste. 203  
Sacramento, CA 95826  
(916) 381-9100

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WHEN RECORDED, RETURN TO:

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

APN 118-170-04

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement Deed dated

August 9, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, 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 11 day of June, 2013.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

  
Deputy Clerk

08/28/2013, 20130045372