

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
**APN: 033-180-35**  
Project: Sawmill 2 Bike Path and  
Erosion Control Project #95192



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2013-0018059-00**

Acct 6-PLACER TITLE CO

Wednesday, APR 10, 2013 14:31:09

Ttl Pd \$0.00 Rcpt # 0001514038

LJP/C1/1-8

## TEMPORARY CONSTRUCTION EASEMENT

**MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS**, 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 by reference is made a part hereof.**

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

1. In consideration of \$151.83 (ONE-HUNDRED FIFTY-ONE DOLLARS AND 83/100, 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 **Sawmill 2 Bike Path Erosion Control Project #95192**. 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.

4. Compensation under this temporary construction easement covers the construction period estimated to be 18 (Eighteen) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 18 (Eighteen) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$9.33 (Nine-dollars and Thirty-three cents, exactly) monthly, will be paid to the 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: MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS**

Executed on: 8.2.12, 2012

By:   
MATTHEW M. MIKKELSEN

By:   
KAREN I. MIKKELSEN

By:   
TYLER M. MIKKELSEN

(Notary Public must acknowledge all signatures)

**Exhibit 'A'**

A portion of that certain real property described in Document 2011-0050056 of Official Records on file in the office of the El Dorado County Recorder being a portion of the South one-half of the Northeast one-quarter of Section 20, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

Commencing at a point on the southerly boundary of said parcel from which the Northeast corner of said Section 20 bears North 35°37'48" East 1,921.89 feet. Also from said point of commencement, a three-quarter inch capped iron pipe bears South 02°06'50" East 59.06 feet. Said point of commencement also being on the northerly boundary of Sawmill Road. Thence; along said northerly road boundary, North 72°57'16" East 142.58 feet to the true POINT OF BEGINNING; thence leaving said boundary North 17°02'44" West 10.00 feet; thence North 72°57'16" East 12.00 feet; thence South 17°02'44" East 10.00 feet to the northerly boundary of Sawmill Road; thence along said northerly boundary South 72°57'16" West 12.00 feet to the POINT OF BEGINNING. Containing 120 square feet more or less.

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

-End of Description-

The purpose of this description is to describe that portion of said parcel as a temporary construction easement.

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 0.999624.

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

3/1/12  
Date



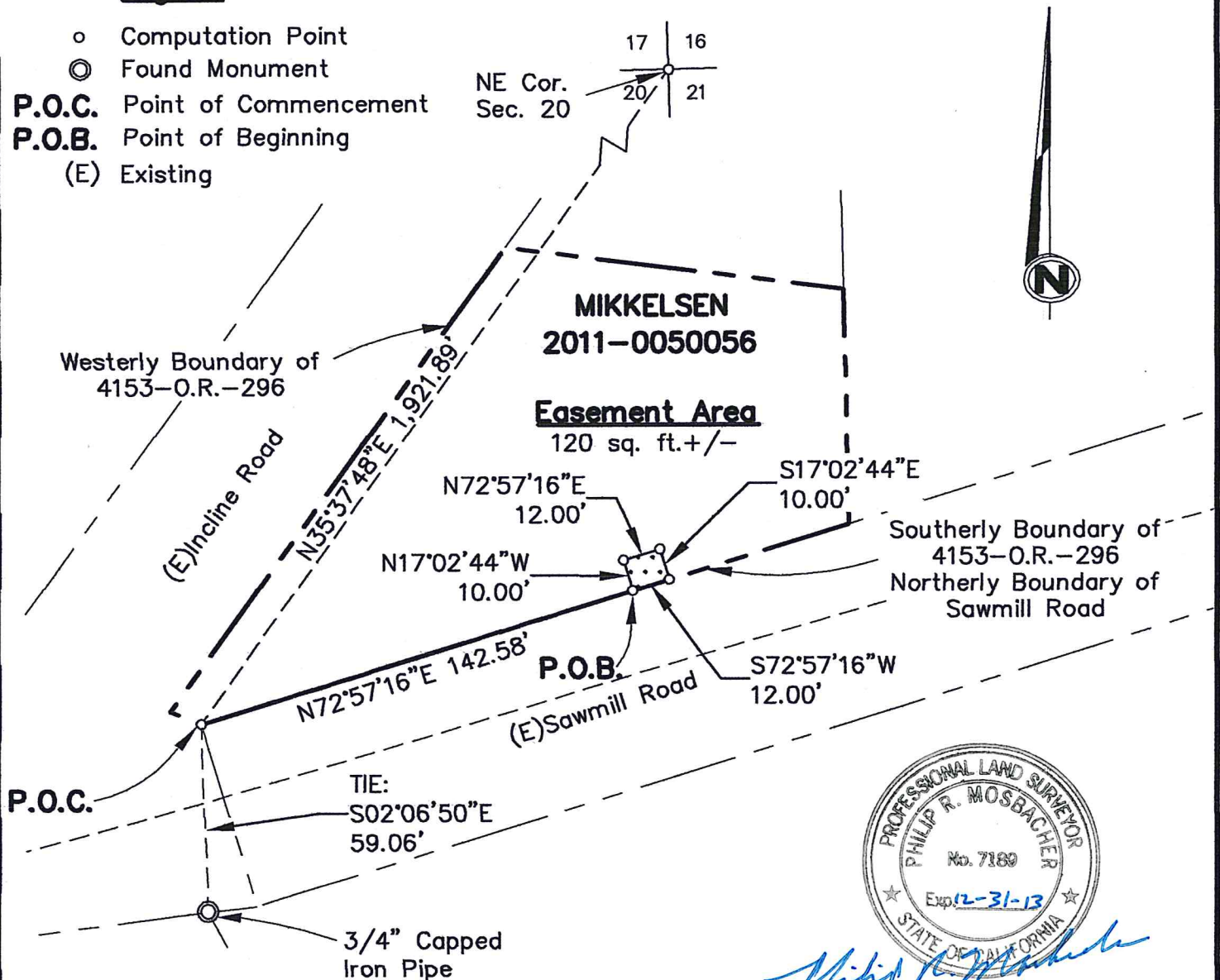
018059

# Exhibit 'B'

Situate in South One-Half of the Northeast One-Quarter of  
 Section 20, T. 12 N., R. 18 E., M.D.M.  
 County of El Dorado, State of California  
 Scale 1" = 50'

## Legend

- Computation Point
- ⊙ Found Monument
- P.O.C. Point of Commencement
- P.O.B. Point of Beginning
- (E) Existing



# ACKNOWLEDGMENT

State of California  
County of El Dorado )

On May 2, 2012 before me, Jason M Andrews, A Notary Public  
(insert name and title of the officer)

personally appeared Matthew Mark Mikkelsen,  
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 [Signature] (Seal)



## ILLEGIBLE NOTARY DECLARATION

I certify under penalty that the notary seal on the document to  
which this statement is attached reads as follows:

Name of Notary Jason M Andrews  
Date commission expires 1-16-14  
Notary identification number 1877210  
Manufacturer/Vendor identification number MGC-1  
Dated 4-5-13  
Signed Placer Title Co. By: Mary O'Kingsley

018059  
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

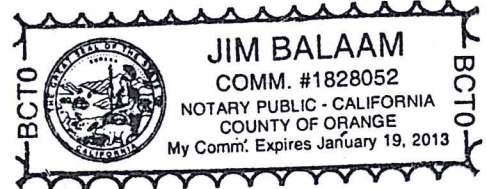
On AUG. 2, 2012 before me,

Jim Balaam, Notary Public

(here insert name and title of the officer)

, personally appeared KAREN I. MIKKELSEN

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 [Signature]

(This area for official notarial seal)

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

Document Date:

Number of Pages: (Not including this page)

Signer(s) Other Than Named Above:

# ACKNOWLEDGMENT

State of California  
County of El Dorado )

On May 2, 2012 before me, Jason M Andrews, A Notary Public  
(insert name and title of the officer)

personally appeared Tyler Matthew Mikkelsen,  
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)



018059

RECORDING REQUESTED BY AND  
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 Grant of Temporary Construction Easement Deed dated 8-2-12, 2012, from **Matthew M. Mikkelsen and Karen I. Mikkelsen, Husband and Wife, and Tyler M. Mikkelsen, All As Joint Tenants**, 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.

APN: 033-180-35

Dated this 18th day of September, 2012

**COUNTY OF EL DORADO**

By:

  
**John R. Knight**  
Board of Supervisors

Chair

9-18-12

ATTEST:

Terri Daly,  
Acting Clerk of the Board of Supervisors

By:

  
Deputy Clerk 9-18-12