

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: 327-130-54, 56,
62 and 77

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Hwy. 50/Missouri Flat Road Interchange
Project #71336, Phase 1B
APN: 327-130-54, 56, 62, and 77

TEMPORARY CONSTRUCTION EASEMENT

DONAHUE SCHRIBER REALTY GROUP, L.P., a Delaware limited partnership, 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 Exhibit 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 \$18,900 (Eighteen-Thousand Nine-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 parcels.
2. Grantor represents and warrants that she/he is the owner of the properties 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 U.S. Highway 50/Missouri Flat Road Interchange Project, Phase 1B. 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 or 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, as referenced herein, of the U.S. Highway 50/Missouri Flat Road Interchange Project, Phase 1B. 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 for this Phase survives the expiration of this easement.

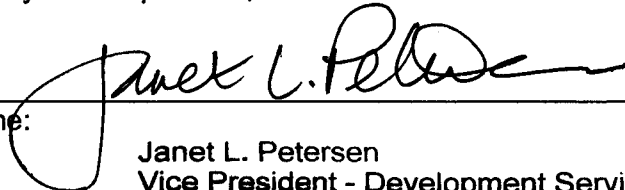
4. Compensation under this temporary construction easement covers both the construction period estimated to be 24 (Twenty-Four) months of construction for Phase 1B, and the one-year warranty period for this Phase that commences at the conclusion of construction. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months after commencement of construction of said Phase, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$788.00 (Seven-Hundred Eighty-Eight 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.

Executed on this date: 10/9, 2008

GRANTOR:

DONAHUE SCHRIBER REALTY GROUP, L.P., a Delaware limited partnership

By: Donahue Schriber Realty Group, Inc.
A Maryland corporation, its General Partner

By: 
Name: _____
Janet L. Petersen
Vice President - Development Services

(NOTARY ACKNOWLEDGEMENTS FOLLOW)

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On October 10, 2008, before me, Becca Burns, Notary Public, personally appeared JANET L. PETERSEN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



Becca Burns

Becca Burns
Notary Public in and for said
County and State
My Commission No. 1601826
My Commission Expires 08/20/2009

EXHIBIT 'A'
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All those portions of Parcels 2, 4, 6, 7, and 8 as said parcels are 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:

The southeasterly 2.000 meters (6.56 feet) of said parcels, where contiguous to the northwesterly boundary of Parcel A as shown on said map, said boundary having a bearing of North 31°58'35" East, and containing 398.8 sq. meters (4,293 sq. ft.), more or less.

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

END OF DESCRIPTION.



6-05-08

EXHIBIT 'B'

APN 327:130:77
PARCEL 2
48-PM-75
(TRACT B
28-RS-65)

TEMPORARY CONST. EASEMENT

APN 327:130:54
PARCEL 4
48-PM-75

EXISTING RETAINING WALL

U. S. HWY. 50

APN 327:130:62
PARCELS 7 & 8
48-PM-75

APN 327:130:56
PARCEL 6
48-PM-75

NEW R/W LINE

2m



SCALE = 1:1000
METRIC

Drawing Name: J:\DCA\ P 71317-RV Exhibit Maps 27-130-54SE.dwg, Layout Tab: Model, Last Saved: Thu, 12 Oct 2006 - 1:22pm, D:\Haynes