



**POSSESSION AND USE AGREEMENT**

|                               |              |                |
|-------------------------------|--------------|----------------|
| <u>January 28, 2014</u>       |              |                |
| DATE                          |              |                |
| <u>03 ED</u>                  | <u>SR 49</u> |                |
| CO                            | RTE          | POST           |
| <u>329-280-09, 329-280-16</u> |              |                |
| PARCEL NO.                    | EXP AUTH     | PROJECT ID NO. |

This Possession and Use Agreement (“Agreement”) is made on 2-14-14 by and between the County of El Dorado (“County”), and Patricia Harrington an unmarried woman and Michael Quigley an unmarried man as tenants in common, (“Owner”), who shall be collectively referred to as the “Parties.”

**RECITALS**

A. County and Owner have previously entered into an Easement Acquisition Agreement for Public Purposes (“Acquisition Agreement”), dated May 21, 2013, as thereafter amended, for the sale and grant to County of a Highway Easement and a Temporary Construction Easement (“Easement Parcels”) for the Pleasant Valley Road (SR 49) Patterson Drive Intersection Signalization Project (“Project”). In accordance with the Acquisition Agreement, Owner granted immediate possession and use of the Easement Parcels identified in the Acquisition Agreement so that County could commence the Project. Owner’s property is located in El Dorado County, California, legally described in the attached Exhibit “A” and identified on the Right of Way map in the attached Exhibit “B”.

B. The Easement Parcels are as a portion of Assessor’s Parcel Numbers 329-280-09 and 329-280-16 as described in the attached Exhibit C.

C. Owner previously entered into an Option to Purchase Agreement with Henry R. Butler (“Optionee”), recorded October 13, 2004, and County obtained a waiver and release of any interest of Optionee as to the Easements and the consent to the acquisition of the Easements Parcels by County.

D. An escrow has been opened to complete the transaction, however, certain lienholders and the holder of a recorded Abstract of Judgment have made competing demands into escrow and as a result the escrow has not been closed and the acquisition not completed.

E. The Parties acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest. The County has offered fair-market compensation to Owner for permission to enter the Easement Parcels and to construct the Project, and as consideration for

the rights set forth in the paragraph entitled "Possession," below, County has made a firm written offer to pay, and has deposited into escrow, the total sum of \$62,200.00 (Sixty-two Thousand Two-hundred dollars) to Owner and any other persons having an interest in the Easement Parcels. The Owner has accepted this offer.

F. The Easement Parcels are required for the purpose of constructing the Project. The purpose of this Agreement is to allow the County to proceed with construction of the Project without delay.

**OPERATIVE PROVISIONS**

In consideration of the sum to be paid into escrow for Owner and in consideration of the foregoing recitals and the promises, covenants and any other conditions set forth in this Agreement, County and Owner agree as follows:

**Possession**

1. Owner grants to County and its contractors, agents, representatives, employees and all others deemed necessary by State of California Department of Transportation (Caltrans) and County, the irrevocable right to exclusive possession and use of the Easement Parcels, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the right of way. In consideration for this irrevocable grant of possession and use, County has tendered into escrow the sum of \$62,200.00. County has the right to possess the Easement Parcels and begin construction of the Project on or after May 21, 2013, the date set forth in the Acquisition Agreement.

**Just Compensation and Appraisal**

2. Owner acknowledges that the sum referenced in paragraph 1 represents the full amount of the County-approved appraisal of what County believes is just compensation owed for the acquisition of the Parcel. Should the Parties fail to reach a settlement with lienholders that will allow escrow to close and it becomes necessary for County to file a condemnation action to acquire the Easement Parcels, the Parties agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The Parties agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the Parties agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation and further agree that any appraiser who prepared any report or statement concerning the deposit may not be called to testify at any such trial.

**Escrow**

3. This transaction is being handled through an escrow with Placer Title Company, Escrow No. 201-39435. County has paid all escrow fees incurred in this transaction. Owner shall

be entitled to interim disbursement of \$62,200.00 from the sum referred to in paragraph 1, less any amounts payable to any other persons having an interest in the Easement Parcels. Any unearned rents will be prorated in escrow and County shall be credited with any outstanding security deposits. Owner shall not be entitled to receive any proceeds until:

- a. All holders of liens and encumbrances on the Easement Parcels have received full payment for all principal and interest due to them and have executed a reconveyance of their interests in the Easement Parcels; and
- b. All other parties having interests in the Easement Parcels have received payment or have consented to a payment to Owner; and
- c. County has acknowledged in writing that it concurs that all other parties having interests in the Easement Parcels have received full payment or have consented to Owner's withdrawal.

4. This escrow shall remain open until either a final settlement, or until termination of this Agreement, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by County. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award, or verdict of just compensation for the Easement Parcels.

#### **Effective Date**

5. This Agreement is effective as of 2/14/2014 (the "Effective Date"). From and after the Effective Date, Owner shall not assign, sell, encumber or otherwise transfer all or any portion of their interest in the Parcel, or the property, without first obtaining County's prior written consent.

#### **Taxes**

6. Owner agrees to submit payment, when due, to the County tax collector for all taxes and special assessments on the Easement Parcels that are due during the period from the date of possession (as set forth in paragraph 1 of this Agreement) to the date title transfers to the County. Title transfers to the County on the date the Highway Easement and Temporary Construction Easement or Final Order of Condemnation is recorded in the office of the County recorder. Owner shall not be required to pay taxes or special assessments on the Easement Parcels on or after the date title transfers to the County. After the date title transfers to the County, the County will request that the County tax collector cancel taxes and/or special assessments for the period from the date of possession to the date title transferred to the County. After the tax cancellation request is made by the County, Owner may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into escrow. (California Revenue and Taxation Code section 5084.)

**Eminent Domain Proceedings**

7. This Agreement is made with the understanding that County will continue to negotiate in good faith with Owner's lienholders to close escrow on the acquisition of the Easement Parcels. It is further understood that time is of the essence with respect to construction of the Project, and therefore County may concurrently proceed with, and shall have the right to file a complaint in eminent domain to acquire title to the Easement Parcels.

8. If County begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by the County.

**Waiver Notice Pursuant to Code of Civil Procedure Section 1245.235**

9. Section 1245.235 of the California Code of Civil Procedure requires the County to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the County's Board of Supervisors and be heard on the matters referred to in section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- a. The public interest and necessity require the project.
- b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The property sought to be acquired is necessary for the project.
- d. The offer required by section 7267.2 of the Government Code has been made to the Owner or others of record.

10. By granting this irrevocable right to possession and use of the Easement Parcels to County, Owner agrees to the following:

- a. Owner specifically waives the notice required by Code of Civil Procedure section 1245.235 of the hearing on the matters referred to in Code of Civil Procedure section 1240.030, and Owner shall not object to the adoption of the resolution of necessity by the County Board of Supervisors authorizing the taking of a portion of the property described in Exhibit "A."
- b. Owner shall not object to the filing of an eminent domain proceeding to acquire the Easement Parcels described in Exhibit "C."

- c. In any eminent domain action filed by County to acquire a portion of the property described in Exhibit "A," Owner shall not challenge County's right to acquire such property, and the only issue shall be the amount of just compensation for the property.

### **Refund**

11. Owner agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, the Owner shall refund the difference including interest at the apportionment rate of interest as provided in Code of Civil Procedure section 1268.350 to County.

### **Waiver**

12. Owner waives any right to challenge County's right to possess and use the Easement Parcels in any subsequent eminent domain proceedings filed by County. Owner also waives all claims and defenses in its favor in any subsequent eminent domain proceeding, except a claim for greater compensation.

### **Date of Valuation**

13. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Easement Parcels shall be the date the County took possession of the Easement Parcels.

### **Interest**

14. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by section 1268.350 of the California Code of Civil Procedure. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Easement Parcels, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date County takes possession of the Parcel pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

### **Hazardous Materials**

15. If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Easement Parcels on the date County takes possession of the Easement Parcels, Owner shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials.

Owner shall further hold County, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Easement Parcels on the date County takes possession under this Agreement.

**Abandonment of Proceeding**

16. Under section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, County reserves the right to abandon the proceeding in whole or in part.

**Authority to Execute and Bind**

17. Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the party to this Agreement.

**Entire Agreement**

18. This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the Parties concerning the matters contained herein.

**Governing Law**

19. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

**Successors in Interest**

20. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.

**Understanding of Agreement**

21. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

**Fees and Costs**

22. Except as otherwise provided in this Agreement, each party shall bear all costs (including expert and appraisal fees) (excluding appraisal fees not to exceed \$5,000 pursuant to section 1263.025 of the California Code of Civil Procedure) and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

**Severability**

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

**Amendment to Agreement**

24. This Agreement may only be amended by written agreement, executed by all Parties.

**Counterparts**

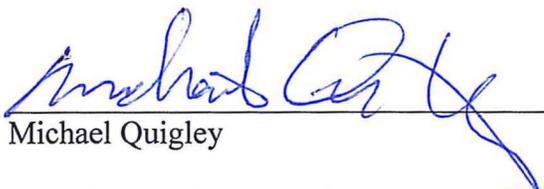
25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Memorandum of Agreement**

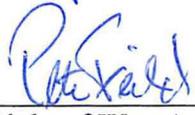
26. County may record a memorandum of this Agreement.

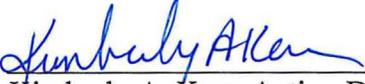
**OWNERS: Patricia Harrington an unmarried woman and Michael Quigley an unmarried man as tenants in common**

By:   
Patricia Harrington

By:   
Michael Quigley

**RECOMMENDED FOR APPROVAL:**

Dated: 2/18/2014 By:   
Right of Way Agent

Dated: 2/24/14 By:   
Kimberly A. Kerr, Acting Director  
Community Development Agency

**APPROVED BY: County of El Dorado**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
, Clerk of the Board

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

**ALL THAT PORTION OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:**

**PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 4, 2002, IN MAP BOOK 48 OF PARCEL MAPS AT PAGE 34.**

**ASSESSOR PARCEL NO.**

**329-280-09-100**

**329-280-16-100**

## **EXHIBIT "B"**

This Exhibit "B" is Page 3 of the Right of Way Appraisal Index Map, No. 03-3E9803, as prepared for the State of California, Department of Transportation, showing the portions of the subject property to be acquired as a Highway Easement and Temporary Construction Easement.



**EXHIBIT "C"**

This Exhibit "C" includes the legal descriptions and depictions for a  
Highway Easement Deed and Temporary Construction Easement  
affecting the subject property.

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 329-280-09, 329-280-16

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

**GRANT OF HIGHWAY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, the right of way and incidents thereto for a public highway upon, over and across that certain real property, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

Said easement shall include rights of way for Public Utilities such as water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

EXHIBIT "B"

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

The Grantor hereby further grants to grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right of way, including the right to take water, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The grantor, for the grantor and the grantor's successors, and assigns, hereby waivers any claim for any and all damages to grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Patricia Harrington

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Quigley

**Notary Acknowledgements To Follow**

**Exhibit 'A'**  
**(36187-1)**

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

Beginning on the westerly line of said Parcel B, from which the southeast corner of Parcel A, as shown on said Parcel map bears along a curve to the left having a radius of 3999.44 feet through a central angle of 00° 26' 36" an arc length of 30.95 feet, said curve being subtended by a chord which bears South 39° 05' 55" West 30.95 feet; thence from said POINT OF BEGINNING along said westerly line the following courses, along a curve to the right having a radius of 3999.44 feet through a central angle of 03° 34' 06" an arc length of 249.08 feet, said curve being subtended by a chord which bears North 41° 06' 16" East 249.04 feet to the most easterly corner of said Parcel A; thence North 45° 46' 22" West 68.66 feet to the beginning of non-tangent curve to the right having a radius of 2959.98 feet; thence leaving said westerly line along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet, said curve being subtended by a chord which bears North 44° 47' 33" East 183.98 feet; thence North 47° 34' 46" East 341.77 feet; thence South 43° 25' 35" East 120.00 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a non-tangent curve to the left having a radius of 2839.97 feet; thence along said curve through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by a chord which bears South 44° 40' 55" West 187.49 feet to the southwesterly line of said Parcel B; thence along said line the following courses, North 85° 32' 51" West 29.82 feet to the beginning of a non-tangent curve to the left having a radius of 4979.30 feet; thence along said curve through a central angle of 02° 37' 53" an arc length of 228.68 feet, said curve being subtended by a chord which bears South 40° 22' 44" West 228.66 feet; thence North 85° 40' 00" West 8.56 feet; thence North 18° 09' 45" West 26.93 feet to the POINT OF BEGINNING. See Exhibit 'B' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for highway easement purposes.

*Loren A. Massaro*

Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated: 01-26-2013



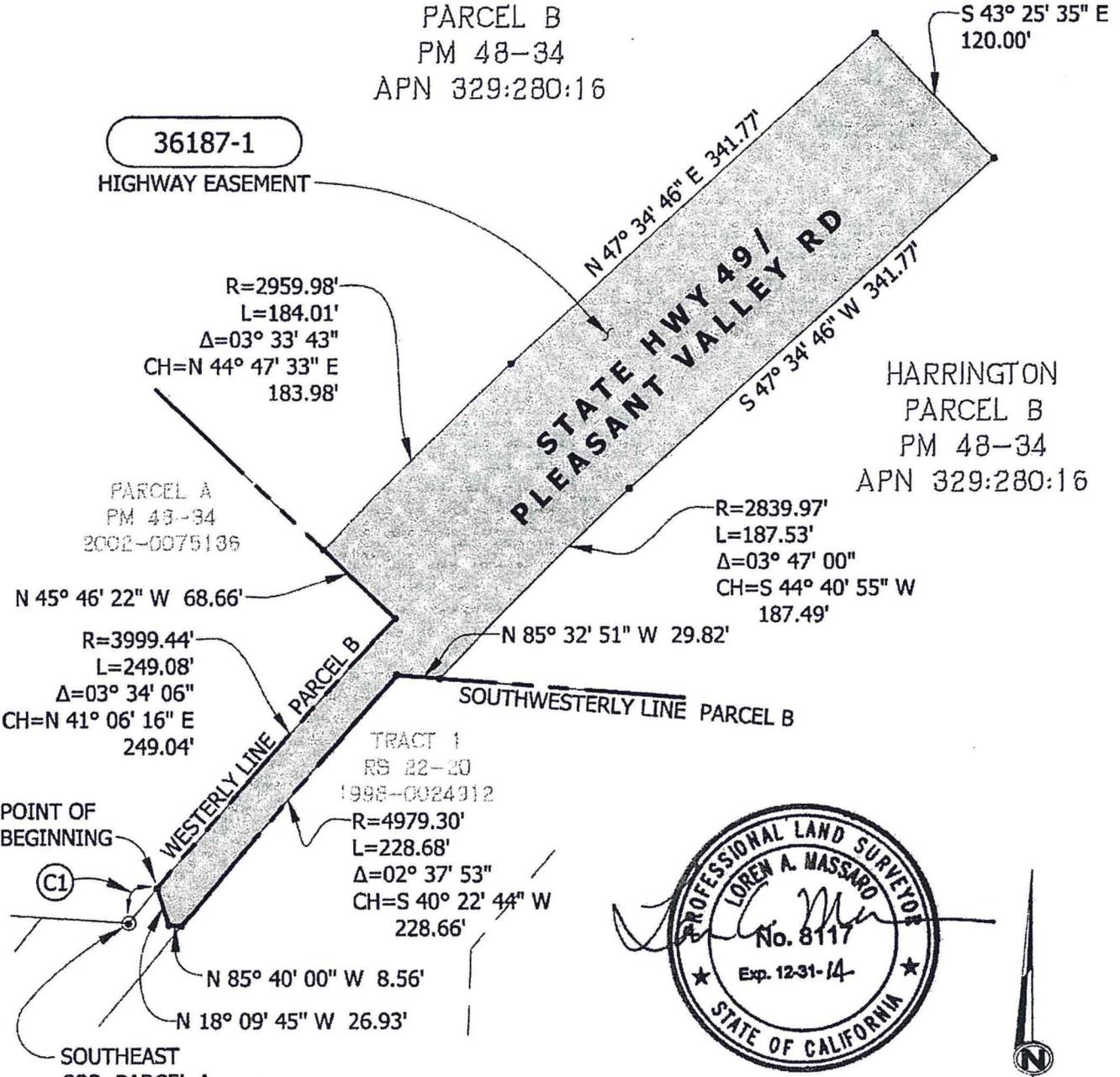
# EXHIBIT 'B'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California

HARRINGTON  
PARCEL B  
PM 48-34  
APN 329:280:16

HARRINGTON  
PARCEL B  
PM 48-34  
APN 329:280:16

36187-1  
HIGHWAY EASEMENT



R=2959.98'  
L=184.01'  
 $\Delta=03^\circ 33' 43''$   
CH=N 44° 47' 33" E  
183.98'

PARCEL A  
PM 48-34  
2002-0075136

N 45° 46' 22" W 68.66'  
R=3999.44'  
L=249.08'  
 $\Delta=03^\circ 34' 06''$   
CH=N 41° 06' 16" E  
249.04'

POINT OF BEGINNING  
SOUTHEAST COR. PARCEL A

TRACT 1  
RS 22-20  
1995-0024012  
R=4979.30'  
L=228.68'  
 $\Delta=02^\circ 37' 53''$   
CH=S 40° 22' 44" W  
228.66'

(C1) TIE: R=3999.44'  $\Delta=00^\circ 26' 36''$  L=30.95'  
CH=S 39° 05' 55" W 30.95'



Grid North  
Scale 1"=100'

| CO. | RTE. | P.M.        |
|-----|------|-------------|
| ED  | 49   | 10.51/10.78 |

**EXHIBIT "C"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 329-280-09, 329-280-16  
Project: Pleasant Valley Road (State Route 49)/  
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**PATRICIA HARRINGTON AN UNMARRIED WOMAN AND MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**, 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 "A1" and "B1" 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 \$2,640.00 (TWO THOUSAND SIX HUNDRED FORTY 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 A1 and depicted on the map in Exhibit B1 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 **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (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

**EXHIBIT "C"**

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 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, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$110.00 (One hundred Ten dollars, 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: PATRICIA HARRINGTON AN UNMARRIED WOMAN AND  
MICHAEL QUIGLEY AN UNMARRIED MAN AS TENANTS IN COMMON**

Executed on: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Patricia Harrington

By: \_\_\_\_\_  
Michael Quigley

(A Notary Public Must Acknowledge All Signatures)

**Exhibit 'A1'**  
**(36187-2) (36187-3)**

All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of Parcel B of that particular Parcel Map filed in book 48 of Parcel Maps at page 34, official records said county and state more particularly described as follows:

**Area 1:**

Beginning on the southerly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears North 85° 32' 51" West 29.82 feet; thence from said POINT OF BEGINNING along a curve to the right having a radius of 2839.97 feet, through a central angle of 03° 47' 00" an arc length of 187.53 feet, said curve being subtended by chord which bears North 44° 40' 55" East 187.49 feet; thence North 47° 34' 46" East 164.10 feet; thence South 42° 55' 26" East 10.00 feet; thence South 47° 34' 46" West 164.10 feet to beginning of a curve to the left having a radius of 2829.98 feet; thence along said curve through a central angle of 03° 37' 16" an arc length of 178.86 feet, said curve being subtended by a chord which bears South 44° 45' 40" West 178.83 feet to said southerly line of said Parcel B; thence along said southerly line North 85° 32' 51" West 12.76 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

**Together with:**

**Area 2:**

Beginning on the southwesterly line of said Parcel B from which the Northwest corner of Tract 1 of that particular Record of Survey filed in Book 22 of Surveys at Page 20, official records said county and state bears the following two courses 1) South 45° 46' 22" East 68.66 feet and 2) South 01° 59' 09" West 39.72 feet; thence from said POINT OF BEGINNING along said southwesterly line North 45° 46' 22" West 10.00 feet to the beginning of a non-tangent curve to the right having a radius of 2969.97 feet; thence leaving said southwesterly line along said curve through a central angle of 03° 33' 34" an arc length of 184.51 feet, said curve being subtended by a chord which bears North 44° 47' 44" East 184.48 feet; thence North 47° 34' 46" East 351.69 feet; thence South 43° 25' 35" East of 58.00 feet; thence South 46° 34' 25" West 10.00 feet; thence North 43° 25' 35" West 48.17 feet; thence South 47° 34' 46" West 341.77 feet to the beginning of a curve to the left having a radius of 2959.98 feet; thence along said curve through a central angle of 03° 33' 43" an arc length of 184.01 feet,

said curve being subtended by a chord which bears South 44° 47' 33" West 183.98 feet to the POINT OF BEGINNING. See Exhibit 'B1' attached hereto and made a part hereof.

**Together with:**

**Area 3:**

Beginning at the most southerly corner of said Parcel B; thence from said POINT OF BEGINNING along the southerly line of said Parcel B North 01° 54' 21" East 18.96 feet; thence leaving said southerly line South 66° 05' 40" East 34.29 feet; thence South 81° 00' 38" West 32.37 feet to the POINT OF BEGINNING, containing 301 square feet more or less. See Exhibit 'B1' attached hereto and made a part hereof.

END OF DESCRIPTION

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

The purpose of this description is to describe those areas of said parcel as an easement for construction purposes.



Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Dated: 11.09.2012

# EXHIBIT 'B1'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California

HARRINGTON  
PARCEL B  
PM 48-34  
APN 329:280:16

36187-2

AREA 2:  
TEMPORARY CONSTRUCTION  
EASEMENT  
(SEE SHT 2 OF 3)

STATE HWY 49/  
PLEASANT VALLEY RD

36187-3

AREA 1:  
TEMPORARY CONSTRUCTION  
EASEMENT  
(SEE SHT 2 OF 3)

PARCEL A  
PM 48-34  
2002-0075135

TRACT 1  
RS 22-20  
1992-0024912

HARRINGTON  
PARCEL B  
PM 48-34  
APN 329:280:16

AREA 3:  
TEMPORARY CONSTRUCTION  
EASEMENT  
(SEE SHT 3 OF 3)

PATTERSON  
DR



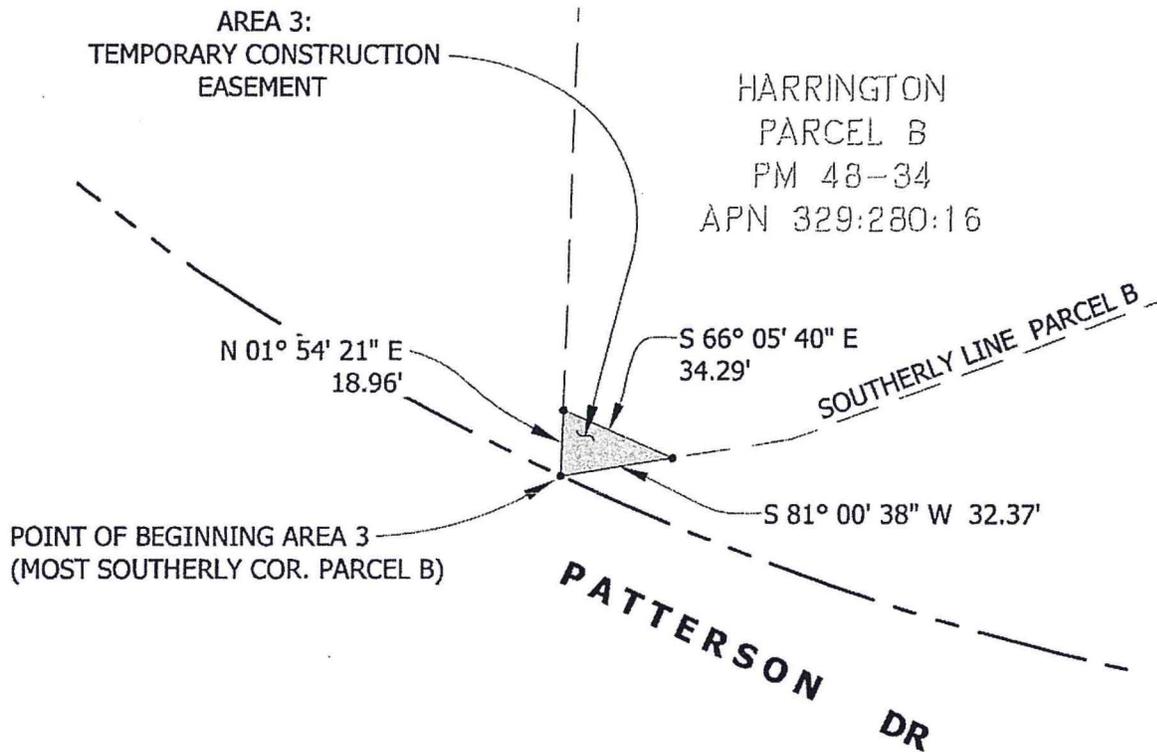
Grid North  
Scale 1"=100'

| CO. | RTE. | P.M.        |
|-----|------|-------------|
| ED  | 49   | 10.51/10.78 |



# EXHIBIT 'B1'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.  
 County of El Dorado, State of California



Grid North  
 Scale 1"=50'

| CO. | RTE. | P.M.        |
|-----|------|-------------|
| ED  | 49   | 10.51/10.78 |