

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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

Above Section For Recorder's Use

Project: Angora 3 Erosion Control Project
(JN 95164)
APN: 033-453-25

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, **Robert L. Rebitz**, 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 in the Lake Tahoe Basin, State of California, described as:

See Exhibits 1 and 2 attached hereto and made a part hereof.

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

1. Grantor represents and warrants that he is the owner of the property described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the easement.
2. This easement is necessary for the purpose of constructing the Angora 3 Erosion Control Project. Specifically, this temporary construction easement is necessary to allow the Grantee and its agents to revegetate the existing slopes, and irrigate the revegetated area for two summers following the revegetation work. This temporary construction easement shall not be revoked and shall continue in full force and effect until November 1, 2010 at which time the temporary construction easement shall terminate.
3. With this construction easement is the right of the Contractor to enter the property to make any warranty repairs or to correct defects in the work during the 1st year warranty period following the completion of the above described activity and the right of Grantee to enter the property to irrigate the revegetated areas during the summer of the two years following completion of the above described activities.
4. 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 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's initials

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Temporary Construction Easement as described in Exhibits 1 and 2 by County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements to the Angora 3 Erosion Control Project, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Temporary Construction Easement by the Grantor.
6. Grantee's Agents. Any person, firm, or corporation authorized to work upon the Premises by the Grantee shall be deemed to be Grantee's agent, and shall be subject to all applicable terms hereof.
7. Entire Agreement. This temporary construction easement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
8. Modification. The provisions of this temporary construction easement may not be modified, except by a written instrument signed by both parties.
9. Partial Invalidity. If any provision of this temporary construction easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this temporary construction easement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
10. Successors & Assigns. This temporary construction easement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.
11. Notices. Any notice required hereunder shall be provided as follows:

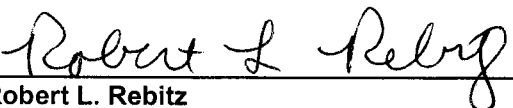
For the Grantee:

Steve Kooyman, P.E., Supervising Civil Engineer
 El Dorado ~~County~~ Department of Transportation
 924B Emerald Bay Road, South Lake Tahoe, CA 96150
 (530) 573-7900

For the Grantor:

Robert L. Rebitz
 508 2nd Avenue
 San Francisco, Ca 94118-4006

Executed on this date: April 22, 2008


 Robert L. Rebitz


 Grantor's initials

OWNER

ACKNOWLEDGMENT

State of California

County of San Francisco

On April 22nd before me, Koan Shin Choi
(here insert name and title of the officer)

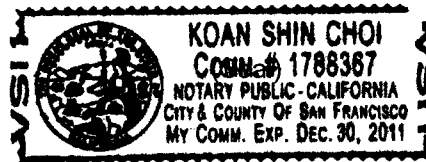
personally appeared Robert L. Rebitz

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 Robert L. Rebitz, Koan Shin Choi



**EXHIBIT 1
LEGAL DESCRIPTION**

All of that portion of Lot 423, Mountain View Estates, Unit No. 4 as said lot is shown on the map recorded in Book C of Maps, at Page 58, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 19, Township 12 North, Range 18 East, M.D.M., County of El Dorado, State of California, more particularly described as follows:

Beginning at the northerly corner of Lot 423; thence South $61^{\circ}32'00''$ East 13.26 feet along the northeasterly property line to the true point of beginning; thence South $61^{\circ}32'00''$ East 71.74 feet along the northeasterly property line; thence along the easterly property line along a curve concave to the southwest having a radius of 20.00 feet, through a central angle of $89^{\circ}58'58''$, and arc length of 31.41 feet, subtended by a chord that bears South $16^{\circ}32'00''$ East 28.28 feet; thence along the southeasterly property line South $28^{\circ}28'00''$ West 55.81 feet; thence North $61^{\circ}32'00''$ West 6.50 feet; thence North $28^{\circ}28'00''$ East 55.80 feet; thence along a curve concave to the southwest having a radius of 13.50 feet, through a central angle of $89^{\circ}58'32''$, an arc length of 21.20 feet, subtended by a chord that bears North $16^{\circ}32'00''$ West 19.09 feet; thence North $61^{\circ}32'00''$ West 71.73 feet; thence North $28^{\circ}28'00''$ East 6.50 feet to the point of beginning.

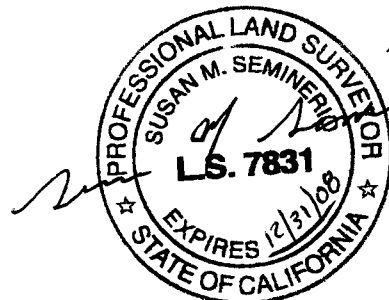
The intent of this easement is for the bounded area to remain in effect until November 1st, 2010.

Containing 1,040 square feet (0.02 acres), more or less.

See attached Exhibit 2.

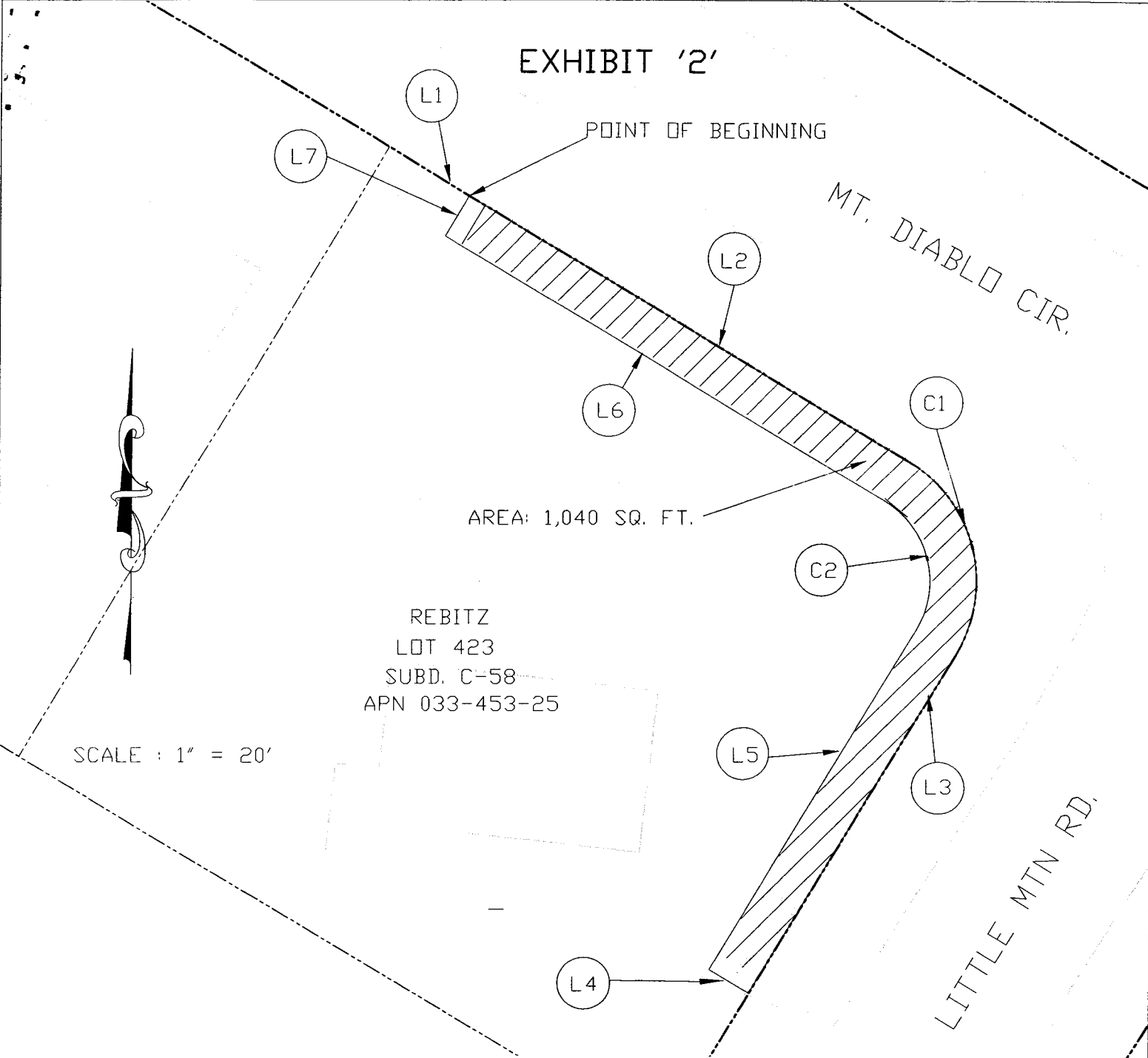
END OF DESCRIPTION

APN 033-453-25



2/13/08

EXHIBIT '2'



LINE TABLE

LINE	LENGTH	BEARING
L1	13.26'	S61°32'00"E
L2	71.74'	S61°32'00"E
L3	55.81'	S28°28'00"W
L4	6.50'	N61°32'00"W
L5	55.80'	N28°28'00"E
L6	71.73'	N61°32'00"W
L7	6.50'	N28°28'00"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	31.41'	20.00'	89°58'58"	N16°32'00"W	28.28'
C2	21.20'	13.50'	89°58'32"	N16°32'00"W	19.09'

REBITZ
APN 033-453-25
JN 95164

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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



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

Above Section For Recorder's Use

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Temporary Construction Easement dated, April 22, 2008, from **ROBERT L. REBITZ** to the **County of El Dorado**, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on _____, and the grantees consent to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2008.

COUNTY OF EL DORADO

By _____
Chairman, Board of Supervisors

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By _____
Deputy