

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: 083-453-07

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Cameron Park Drive Palmer Drive Intersection
Improvement Project #72364

TEMPORARY CONSTRUCTION EASEMENT

SMITH AND GABBERT INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, under, 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. **FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over, under, upon, and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that she/he is 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 Cameron Park Drive/Palmer Drive Intersection Improvements. 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 Cameron Park Drive/Palmer Drive Intersection Improvements Project.
4. 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.

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:

**SMITH AND GABBERT INC.,
A CALIFORNIA CORPORATION**

Executed on this date: August 15, 2007

By: Kimberly A. Beal
Kimberly A. Beal, Secretary

Notary Acknowledgements Follow

State of California)
) ss.
County of El Dorado)

On August 15, 2007 before me, Cathy French, Notary Public personally appeared Kimberly A. Beal personally known to me (~~approved 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.

Witness my hand and official seal.



SIGNATURE *Cathy French*
Cathy French

Exhibit 'A'

All that certain property situate in the East half of Section 3, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Parcel 2 of that particular Parcel Map filed in book 42 of Maps at Page 21, official records said county and state, more particularly described as follows:

All that portion of said Parcel 2 lying southwesterly of the following described line:

Beginning at a point on the southwesterly boundary line of said Parcel 2 from which the most westerly corner of said Parcel 2 bears along said southwesterly boundary, North 54° 35' 30" West 125.44 feet; thence from said POINT OF BEGINNING South 73° 06' 46" East 30.02 feet; thence South 63° 21' 07" East 78.17 feet; thence South 55° 21' 04" East 74.82 feet; thence South 15° 52' 54" West 20.32 feet to said southwesterly boundary, containing 3,047.8 square feet more or less. See attached Exhibit 'B', attached hereto and made a part hereof.

The purpose of this description is to describe that portion of said Parcel 2 for Temporary Construction Easement purposes.

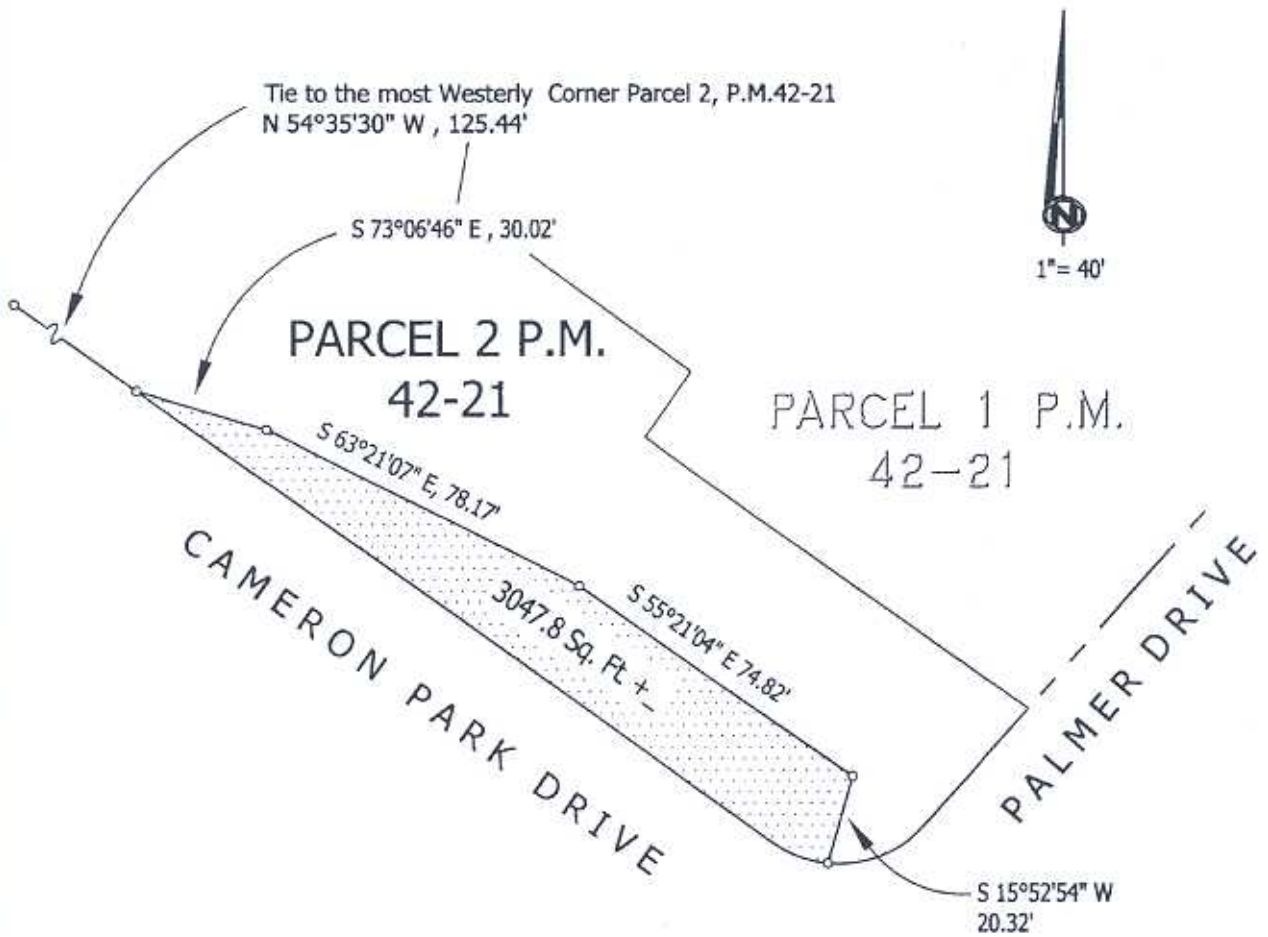

Loren A. Massaro, P.L.S. 8117

9-16-2007
Date



Exhibit 'B'

All that certain property situate in the East half of Section 3, Township 9 North,
Range 9 East, M.D.M., El Dorado County, State of California
And a portion of Parcel 2 of that particular Parcel Map filed for record in Book 42
of Maps at page 21, Official Records, County of El Dorado, State of California



-  Temporary Construction Easement Area
-  Computation Point

