

Placer Title Company
Escrow NO. 201-34431-BAS
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 331-310-08
Project: Pleasant Valley Road (State Route 49)/
Patterson Drive Intersection Signalization Project



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2013-0055215-00

Acct 6-PLACER TITLE CO
Tuesday, OCT 29, 2013 14:31:17
Ttl Pd \$0.00 Rcpt # 0001563610
JLR/C1/1-8

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION, hereinafter referred to as "Grantor", grants 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 "A4" and "B4" 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 \$288.00 (TWO HUNDRED EIGHTY-EIGHT 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 A4 and depicted on the map in Exhibit B4 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 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 \$12.00 (Twelve 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: LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION

Executed on: October 24, 2013

By: 
Lawrence Patterson, President

By: 
Curtis Patterson, Secretary

(A Notary Public Must Acknowledge All Signatures)

055215

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

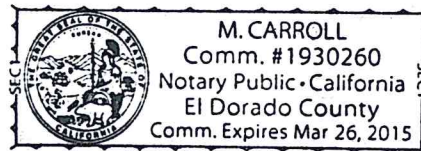
)ss.

County of EL DORADO)

On October 24 2013 before me, M. CARROLL, Notary Public, personally appeared **LAWRENCE PATTERSON**, 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 M. Carroll (Seal)



055215

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

County of SAN DIEGO)

On OCTOBER 25, 2013 before me, STEVE HOLL, Notary Public, personally appeared **CURTIS PATTERSON**, 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)



055215

Exhibit 'A4'
(36188-2)


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 2 of that particular Parcel Map filed in book 35 of Parcel Maps at page 12, official records said county and state more particularly described as follows:

Beginning at a point from which the southwest corner of Parcel 1 of said Parcel Map bears the following 2 (two) courses, 1) North 36° 34' 32" East 90.33 feet and 2) North 53° 54' 58" West a distance of 30.52 feet thence from said POINT OF BEGINNING South 53° 25' 28" East 10.00 feet; thence South 36° 34' 32" West 195.66 feet to the beginning of a curve to the right having a radius of 892.66 feet; thence along said curve through a central angle of 01° 29' 44" an arc length of 23.30 feet, said curve being subtended by a chord which bears South 37° 19' 24" West 23.30 feet; thence South 60° 05' 48" West 92.31 feet; thence North 36° 05' 02" East 24.57 feet; thence North 60° 05' 48" East 67.91 feet to the beginning of a non-tangent curve to the left having a radius of 882.66 feet; thence along said curve through a central angle of 01° 22' 10" an arc length of 21.10 feet, said curve being subtended by a chord which bears North 37° 15' 37" East 21.10 feet; thence North 36° 34' 32" East 195.66 feet to the POINT OF BEGINNING. See Exhibit 'B4' 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 construction easement purposes.



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



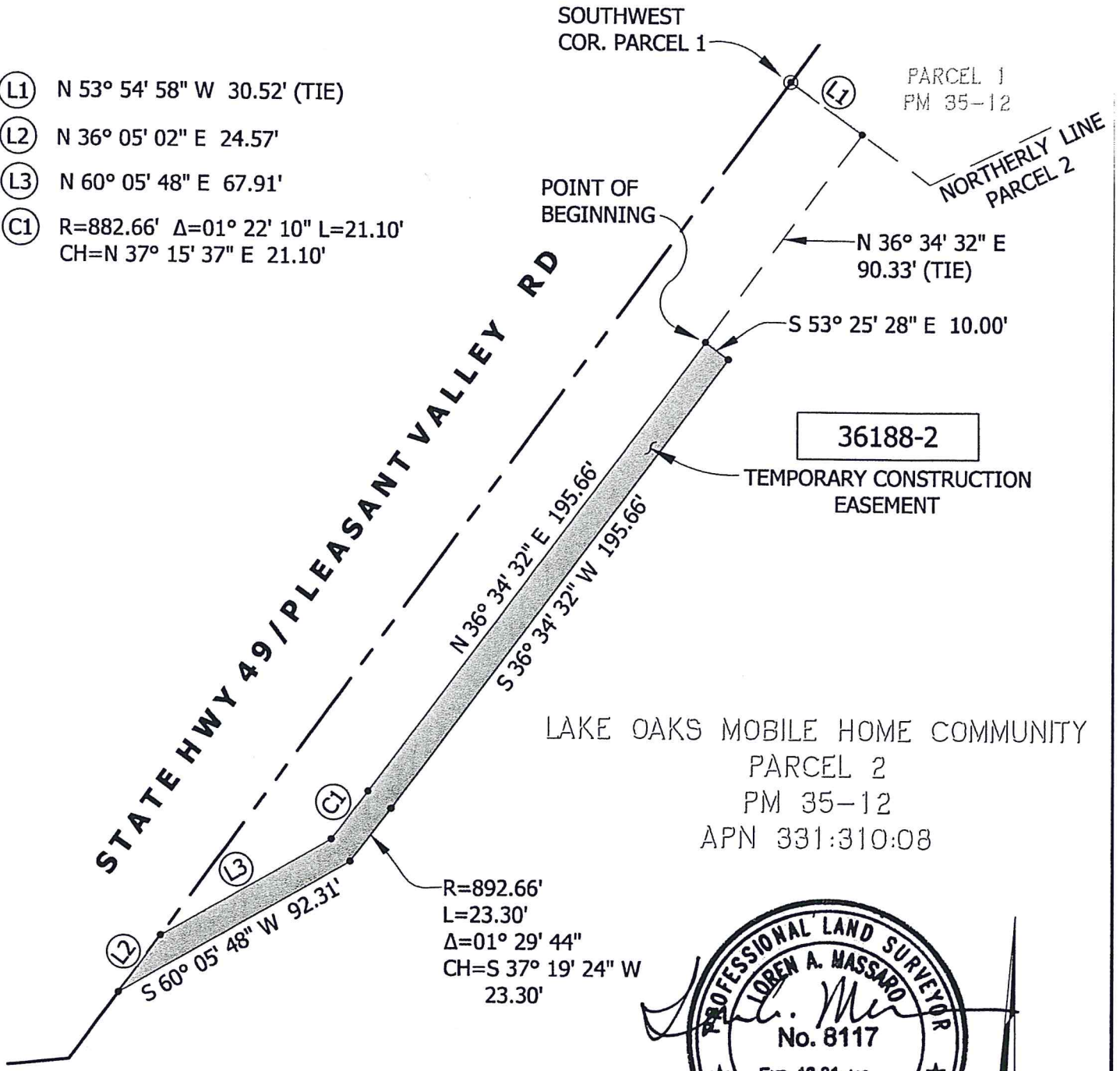
Dated: 11.09.2012

055215

EXHIBIT 'B4'

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

- (L1) N 53° 54' 58" W 30.52' (TIE)
- (L2) N 36° 05' 02" E 24.57'
- (L3) N 60° 05' 48" E 67.91'
- (C1) R=882.66' Δ=01° 22' 10" L=21.10'
CH=N 37° 15' 37" E 21.10'



LAKE OAKS MOBILE HOME COMMUNITY
PARCEL 2
PM 35-12
APN 331:310:08



Grid North
Scale 1"=50'

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

055215

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 dated October 24, 2013, from **LAKE OAKS MOBILE HOME COMMUNITY INC., A CALIFORNIA CORPORATION**, 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: 331-310-08

Dated this 21 day of May, 2013.

COUNTY OF EL DORADO

By: _____



Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison

Clerk of the Board of Supervisors

By: _____


Deputy Clerk

055215

**CONSENT TO GRANT OF TEMPORARY
CONSTRUCTION EASEMENT
APN: 331-310-08-100**

BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION,
Beneficiary under that certain Deed of Trust dated SEPTEMBER 23, 2008 executed by LAKE OAKS
MOBILE HOME COMMUNITY, INC., Trustors, and to PRLAP, INC., Trustee, recorded SEPTEMBER
30, 2008, as Instrument No. 2008-0047748-00, official Records of El Dorado County. Beneficiary hereby
consents to the Grant of Temporary Construction Easement to THE COUNTY OF EL DORADO, A
POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA by LAKE OAKS MOBILE HOME
COMMUNITY, INC. by Grant Deed dated: October 24, 2013

**BENEFICIARY:
BANK OF AMERICA, N.A.**

BY: Ron Bader
Name Printed: RON BADER
Its: VP Client Manager

State of California)
County of Placer) ss.

On 10-18-13th, 20 13, before
me M. Fallon Tweedle, a Notary Public, personally
appeared Ron Bader,

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 M. Fallon Tweedle (Seal)



10/29/2013, 20130055215