

Seller: Bricolla/Hardy  
APN: 122-720-07  
Project#: 71328  
Escrow#: 205-10791

## **EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES**

This Agreement (“Agreement”) is made by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (“County”), and **ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, referred to herein as (“Seller”), with reference to the following facts:

### **RECITALS**

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit “A” (the “Property”).
- B. County desires to purchase an interest in the Property as a Temporary Construction Easement described and depicted in Exhibit “B” and the exhibits thereto, which are attached hereto and referred to hereinafter as the “Easement Acquisition Property”, on the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

### **AGREEMENT**

#### **1. ACQUISITION**

Seller hereby agrees to sell to County and County, upon approval by the Board of Supervisors, hereby agrees to acquire from Seller, the Easement Acquisition Property, as described and depicted in Exhibit “B” and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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**2. JUST COMPENSATION**

The just compensation for the Easement Acquisition Property is in the amount of **\$1,690.00 (One-thousand Six-hundred ninety Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement Acquisition Property is \$1,690.00

**3. ESCROW**

The acquisition of the Easement Acquisition Property shall be consummated by means of Escrow No. 205-10791, which has been opened at Placer Title Company ("Escrow Holder"), located at 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA, 95762, with Becky Slak, Escrow Officer. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Temporary Construction Easement. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than December 31, 2012, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and

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- E. All costs of executing and delivering the Temporary Construction Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall grant to the County the Easement Acquisition Property, free and clear of title defects, liens, and encumbrances that would render the Easement Acquisition Property unsuitable for its intended purpose, as outlined herein.

**6. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easement Acquisition Property.

**7. POSSESSION**

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easement Acquisition Property by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the

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construction of the US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**8. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Easement Acquisition Property is conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

**9. COUNTERPARTS**

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

**10. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Easement Acquisition Property, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

**11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Seller shall execute and deliver to Escrow Holder the Temporary Construction Easement prior to the Close of Escrow, for delivery to the County at Close of Escrow.

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B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Temporary Construction Easement.

C. Escrow Holder shall:

- (i) Record the Temporary Construction Easement described and depicted in Exhibit "B" and the exhibits thereto, together with County's Certificate of Acceptance.
- (ii) Deliver the just compensation to Seller.

**12. TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

**13. BEST EFFORTS**

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

**14. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as

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follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER:** Robert Stephen Hardy  
P.O. Box 12429  
Zephyr Cove, NV 89448

**COPY TO:** ProEquity Asset Management Corporation  
4980 Hillsdale Circle, Suite A  
El Dorado Hills, CA 95762  
Attn: Michael Turner

**COUNTY:** County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667

**COPY TO:** County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

**15. BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

**16. GOVERNING LAW**

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.



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**17. HEADINGS**

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

**18. WAIVER**

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**19. ATTORNEY'S FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

**20. LEASE WARRANTY PROVISION**

Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

**21. CONSTRUCTION CONTRACT WORK**

County or County's contractor will, at the time of construction, replace any existing landscape materials in-kind or install any erosion control materials as specified in the project contract documents, adjacent to the new location of Tong Road. All work done under this Agreement shall conform to all applicable county, state and federal building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.



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**22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property (Assessor's Parcel Number: 122-720-07) where necessary to perform the work as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, the County will not be responsible for any maintenance, upkeep or repair of the areas that are reconstructed and re-landscaped that lie within the boundaries of the Property.

**23. EFFECTIVE DATE**

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

**24. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

**SELLER:**

**THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**

  
\_\_\_\_\_  
ROBERT STEPHEN HARDY, TRUSTEE

Date: 10/12/12



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**COUNTY OF EL DORADO**

Date: 11-13-12

  
\_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors

ATTEST: *JAMES S. MITRISIN*  
Clerk of the Board of Supervisors

By:   
\_\_\_\_\_



**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:

**PARCEL ONE:**

**ALL THAT REAL PROPERTY LOCATED IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

**ALL THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12; THE SOUTHWEST QUATER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST LINE OF SSECTION 12, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., AT THE INTERSECTION THEREOF WITH THE CENTERLINE OF THE CALIFORNIA STATE HIGHWAY FROM SACRAMENTO TO PLACERVILLE (U.S. NO. 50) AT ENGINEER'S STATION 140-63. 4 ON MAP OF SAID HIGHWAY FILED IN THE OFFICE OF THE RECORDER OF EL DORADO COUNTY, SAID POINT BEING SOUTH 0 DEGREES 14 MINUTES 40 SECONDS EAST 686.3 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ALONG THE CENTERLINE OF SAID HIGHWAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1600 FEET FOR A DISTANCE OF 864.96 FEET TO THE POINT OF BEGINNING OF SAID CURVE; THENCE ALONG A TANGENT TO SAID CURVE NORTH 41 DEGREES 42 MINUTES WEST 351.22 FEET TO THE END OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1500 FEET FOR A DISTANCE OF 447.67 FEET TO ENGINEER'S STATION 124-06.8 OF SAID HIGHWAY AND THE INTERSECTION THEREOF WITH THE EXTENSION SOUTHERLY OF AN EXISTING FENCE LINE TO THE NORTH; THENCE LEAVING SAID HIGHWAY CENTERLINE NORTH 2 DEGREES 28 MINUTES WEST ALONG SAID FENCE LINE A DISTANCE OF 1010.7 FEET TO AN OLD STONE FENCE CORNER AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M.; THENCE SOUTH 89N DEGREES 58 MINUTES WEST ALONG AN OLD STONE FENCE LINE AND THE EXTENSION THEREOF ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 1317 FEET TO THE FENCE CORNER ON THE EAST LINE OF THE LANDS NOW OR FORMERLY OWNED BY BERTHA JOERGER DU BOIS; THENCE SOUTH 8 DEGREES 59 MINUTES WEST ALONG SAID FENCE LINE 567.4 FEET TO THE CENTERLINE OF SAID HIGHWAY AT ENGINEER'S STATION 108-81, AND CONTINUING SOUTH 8 DEGREES 59 MINUTES WEST A TOTAL DISTANCE OF 907 FEET TO AN ANGLE IN SAID FENCE LINE AT AN OLD GATE; THENCE CONTINUING ALONG SAID FENCE LINE SOUTH 62 DEGREES 42 MINUTES WEST 25.8 FEET AND SOUTH 32 DEGREES 31 MINUTES WEST 213.5 FEET TO AN OLD STONE FENCE; THENCE SOUTH 8 DEGREES 08 MINUTES WEST ALONG SAID STONE FENCE 192.7 FEET TO A FENCE CORNER AT THE MOST NORTHERLY CORNER OF THE LANDS OF MRS. FRANCES C. TONG; THENCE ALONG THE FENCE LINE AT THE NORTHEASTERLY LINE OF THE LANDS OF MRS. FRANCES C. TONG, SOUTH 50 DEGREES 48 MINUTES EAST 235.1 FEET TO THE CENTERLINE OF THE OLD STATE HIGHWAY; THENCE ALONG THE CENTERLINE OF SAID OLD STATE HIGHWAY NORTH 33 DEGREES 26 MINUTES EAST 19.8 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT FROM WHICHA CONCRETE HIGHWAY MONUMENT BEARS NORTH 13 DEGREES 17 MINUTES EAST 58.05 FEET; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 700 FEET TO THE END OF SAID CURVE AT A DISTANCE OF 252.9 FEET; THENCE CONTINUING ON SAID OLD**

EXHIBIT "A"  
LEGAL DESCRIPTION continued

HIGHWAY CENTERLINE NORTH 54 DEGREES 08 MINUTES EAST 97.9 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 30 DEGREES 49 MINUTES EAST 30.1 FEET TO A MOUND OF ROCKS AT THE MOST NORTHERLY CORNER OF THAT PARCEL CONVEYED TO STELLA WATSON BY DEED NOW OF RECORD IN BOOK 206 OF OFFICIAL RECORDS OF EL DORADO COUNTY, AT PAGE 258; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT, SOUTH 30 DEGREES 49 MINUTES EAST 365.2 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 63 DEGREES 34 MINUTES WEST 320.6 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT AND ON THE EAST LINE OF AN OLD LANE IN THE TOWN OF CLARKSVILLE; THENCE SOUTH 43 DEGREES 00 MINUTES WEST 33.0 FEET ACROSS SAID LANE TO A FENCE ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID WEST LINE 994 FEET TO A FENCE CORNER AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE EAST ONE-HALF MILE ALONG THE FENCE LINE AT THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHEAST QUARTER TO THE FENCE CORNER AT THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 12 AND ALONG AN OLDSTONE FENCE 640.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL.

COMMENCING AT THE NORTHWEST CORNER OF THE TONG QUARTZ MINE, SAID MINE BEING LOT 37, EMBRACING A PORTION OF SECTION 7 AND 12, TOWNSHIP 9 NORTH, RANGES 8 AND 9 EAST, M.D.B. & M., THENCE WEST 200 FEET; THENCE SOUTH 500 FEET; THENCE EAST 200 FEET TO THE SOUTHWEST CORNER OF THE TONG QUARTZ MINE; THENCE NORTH ALONG THE WEST LINE OF SAID TONG QUARTZ MINE TO THE PLACE OF BEGINNING, SAID LAND BEING IN SECTION 12, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., AND BLOCKING ONTO THE WEST END OF SAID TONG QUARTZ MINE AND BEING AN AREA OF LAND 200 FEET IN WIDTH FROM EAST TO WEST AND 500 FEET IN LENGTH FROM NORTH TO SOUTH.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN THAT CERTAIN DEED DATED JUNE 19, 1964, RECORDED AUGUST 17, 1964 IN BOOK 704 OF OFFICIAL RECORDS, AT PAGE 592.

PARCEL TWO:

ALL THAT PORTION OF THE TONG QUARTZ MINE DESIGNATED BY THE SURVEYOR GENERAL AS LOT 37, SITUATE IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, FURTHER DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 9 EAST WHICH IS SOUTH ALONG SAID SECTION LINE 703.56 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7; THENCE EASTERLY 83.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 37; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 37 A DISTANCE OF 499.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 37 A DISTANCE OF 79.20 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING NORTHERLY OF THE LINE DESCRIBED IN

EXHIBIT "A"  
LEGAL DESCRIPTION continued

THAT CERTAIN DEED DATED SEPTEMBER 28, 1964 EXECUTED BY JESS A. TONG AND MIRIAM C. TONG, HUSBAND AND WIFE IN FAVOR OF THE STATE OF CALIFORNIA RECORDED NOVEMBER 13, 1964 IN BOOK 718 OFFICIAL RECORDS, AT PAGE 219.

PARCEL THREE:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TONG QUARTZ MINE WHICH SAID MINE IS LOT 37 EMBRACING A PROTION OF SECTIONS SEVEN (7) AND TWELVE (12) IN TOWNSHIP NINE NORTH OF RANGE EIGHT AND NINE EAST, M.D.B. & M., AND RUNNING THENCE WEST TWO HUNDRED FEET; THENCE SOUTH FIVE HUNDRED FEET; THENCE EAST TWO HUNDRED FEET TO THE SOUTHWEST CORNER OF SAID TONG QUARTZ MINE; THENCE NORTH ALONG THE WEST LINE OF SAID TONG QUARTZ MINE TO THE PLACE OF BEGINNING.

PARCEL FOUR:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., LYING SOUTHERLY OF THE SOUTHERLY BOUNDARY LINE OF THE RIGHT OF WAY FOR A STATE HIGHWAY CONVEYED BY THAT CERTAIN DEED DATED JULY 6, 1916, AND RECORDED JULY 3, 1917 IN BOOK 88 OF DEED, AT PAGE 83, RECORDS OF EL DORADO COUNTY, EXECUTED BY ELIZABETH BEST, WHO ACQUIRED TITLE AS ELIZABETH RUSSLER, TO THE STATE OF CALIFORNIA.

PARCEL FIVE:

ALL THAT PORTION OF LOT 1, BLOCK 1 OF THE TOWNSITE OF CLARKSVILLE, AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER, AN IRON SPIKE, 10 INCHES LONG, DRIVEN FULL LENGTH IN THE GROUND ON THE SOUTHEASTERLY SIDE OF THE RIGHT OF WAY OF THE STATE HIGHWAY; WHENCE THE QUARTER SECTION CORNER COMMON TO SECTIONS 1 AND 12, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., BEARS NORTH 72 DEGREES 22 MINUTES EAST 107.7 FEET, AND A "BEAVENWOOD" TREE, 1 FOOT IN DIAMETER, BLASED AND SCRIBED "U T NW COR BT" BEARS NORTH 24 DEGREES 48 MINUTES EAST 36.3 FEET; A CONCRETE MONUMENT ON THE SOUTHEAST SIDE OF THE SAID HIGHWAY BEARTS SOUTH 34 DEGREES 05 MINUTES WEST 24.2 FEET; THENCE ALONG THE EASTERLY SIDE OF A LINE SOUTH 41 DEGREES 38 MINUTES EAST AT 154.5 FEET INTERSECTS THE EAST BOUNDARY OF CLARKSVILLE TOWNSITE; 197.1 FEET TO AN IRON BAR 1 INCH IN DIAMETER, 2 FEET LONG SET 1 FOOT DEEP IN THE GROUND, IN THE FENCE LINE ON THE EASTERLY SIDE OF SAID LANE; THENCE SOUTH 0 DEGREES 12 MINUTES WEST 99. 3 FEET TO THE SOUTHWEST CORNER, A SIMILAR IRON BAR, SET 1 FOOT DEEP IN THE GROUND AT THE CORNER OF THE FENCE SURROUNDING SAID TRACT; THENCE NORTH 63 DEGREES 34 MINUTES EAST 320.6 FEET TO THE SOUTHEAST CORNER, A SIMILAR IRON BAR, SET 1 FOOT DEEP IN THE GROUND AT THE CORNER OF SAID FENCE; THENCE NORTH 30 DEGREES 49 MINUTES WEST 365.2 FEET TO THE NORTHEAST CORNER, A SIMILAR IRON BAR SET 3 INCHES DEEP IN

EXHIBIT "A"  
LEGAL DESCRIPTION continued

THE GROUND, SURROUNDED BY A MOUND OF ROCK ON THE SOUTHEASTERLY SIDE OF SAID HIGHWAY; THENCE ALONG THE SOUTHEASTERLY SIDE OF SAID HIGHWAYSOUTH 54 DEGREES 08 MINUTES WEST 95.5 FEET TO A CONCRETE MONUMENT MARKING A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID HIGHWAY; THENCE CURVING LEFT A RADIUS OF 670 FEET; AT 176.8 FEET INTERSECTS THE NORTHERLY BOUNDARY OF SAID CLARKSVILLE TOWNSITE; 218.0 FEET TO THE NORTHWEST CORNER, THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN LOT 1, BLOCK 1 OF THE TOWNSITE OF CLARKSVILLE.

A.P.N. 122-720-07-100 & 118-170-03-100

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 122-720-07

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: US Hwy. 50 / Silva Valley Parkway Interchange  
Project #71328

**TEMPORARY CONSTRUCTION EASEMENT**

**ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, 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 "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 \$1,690.00 (One-Thousand Six-Hundred Ninety 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 "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 US Hwy. 50/Silva Valley Parkway Interchange Improvements Project #71328. 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.

EXHIBIT "B"

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 directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$70.41 (Seventy Dollars, and 41/100ths 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: \_\_\_\_\_, 2012

**GRANTOR:**

**THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**

By: \_\_\_\_\_  
ROBERT STEPHEN HARDY, TRUSTEE

**Notary Acknowledgements Follow**

EXHIBIT "B"

WHEN RECORDED, RETURN TO:

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

APN 122-720-07

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement Deed dated

\_\_\_\_\_, 2012 from **ROBERT STEPHEN HARDY, TRUSTEE OF THE HARDY COMMUNITY PROPERTY TRUST U/A DATED 02/01/99**, to the **COUNTY OF EL DORADO**, a political subdivision of the State of **California**, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



**EXHIBIT "A"**

**APN 122-720-07**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of Parcel No. 1 as described in the GRANT DEED to Robert Stephen Hardy, Trustee of the Hardy Community Property Trust, recorded September 28, 2012, as Document Number 2012-0049384, El Dorado County Records, more particularly described as follows:

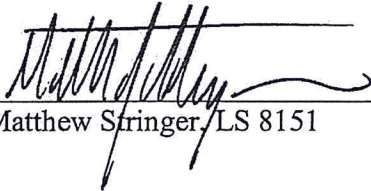
**TEMPORARY CONSTRUCTION EASEMENT**

**Commencing** at a ¾" rebar with cast-iron cap stamped "1991 RCE 20329", marking the southwesterly corner of Document Number 2009-0018059, recorded April 21, 2009, El Dorado County Records, as shown on the Map titled "AMENDED RECORD OF SURVEY", filed August 30, 2011 in Book 33 of Record of Surveys, at Page 3, El Dorado County Records; thence along the westerly line of last said Document, North 06°06'25" West 355.30 feet to a ¾" rebar with aluminum cap stamped "PROP COR LS 6013"; thence continuing along last said westerly line, North 06°06'25" West 50.74 feet to the north line of said TRACT 1 and a ¾" pipe with cast-iron cap stamped "RCE 20329 1991" as shown on said AMENDED RECORD OF SURVEY; thence along north line, North 89°27'14" East 320.01 feet to the easterly line of last said Document, which point bears from a ¾" pipe with no tag/no cap, South 08°34'00" West 2.70 feet as shown on said AMENDED RECORD OF SURVEY and the **Point of Beginning**; thence along last said easterly line, South 08°34'02" West 47.96 feet to a 5/8" rebar with 2" aluminum cap stamped "LS 6013"; thence continuing along said easterly line, South 08°34'02" West 13.25 feet; thence leaving said easterly line, East 80.00 feet; thence North 61.20 feet to the north line of said Parcel No.1; thence along last said north line, South 89°27'14" West 70.89 feet to the **Point of Beginning**.

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

Bearings used in the above description(s) are based upon CCS83 (CORS96), Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Matthew Stringer, LS 8151



October 10, 2012  
Date

EXHIBIT "B"

**LEGEND**

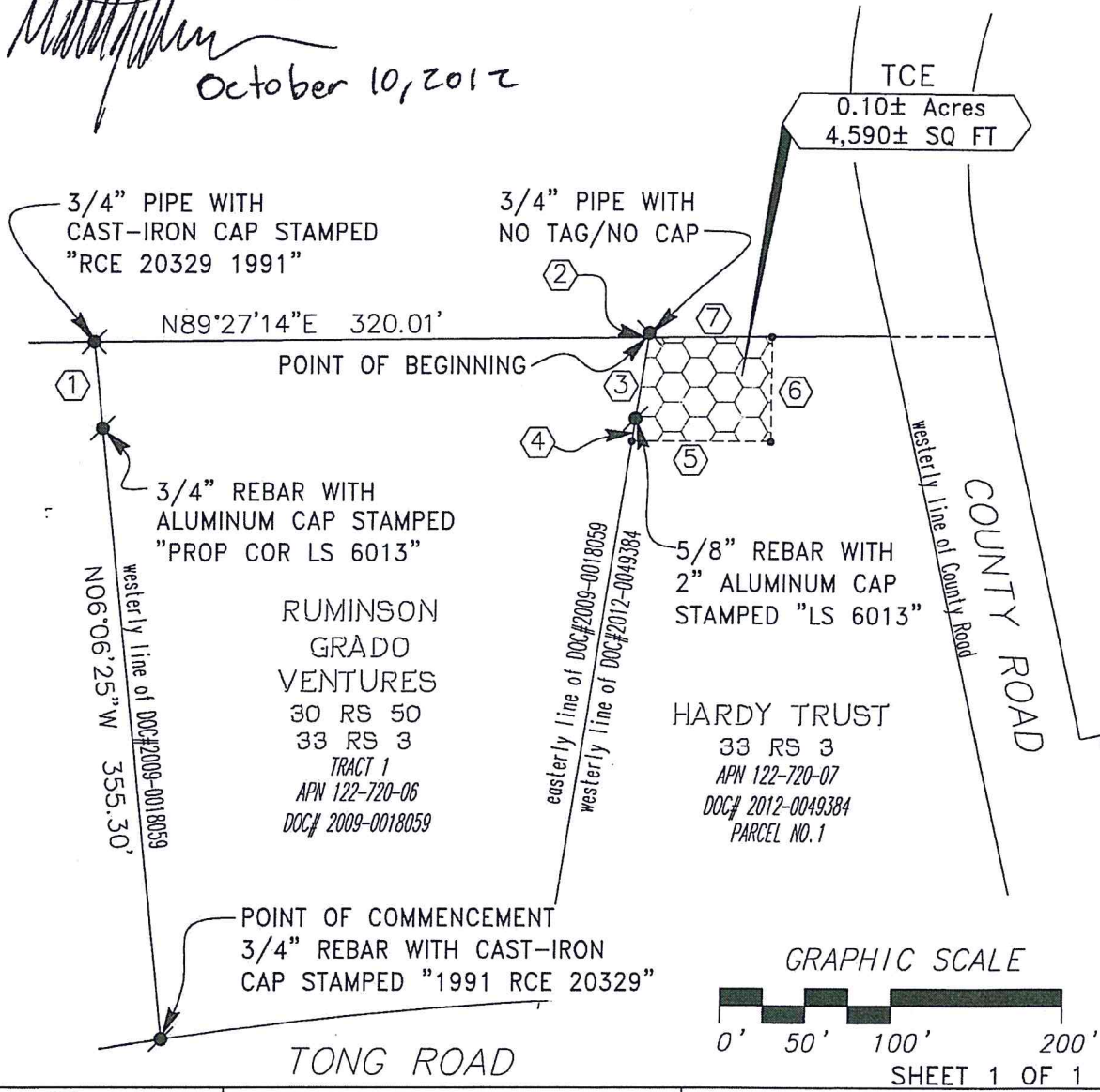
- DIMENSION POINT TYPICAL

**LINE TABLE**

①	N06°06'25"W	50.74'
②	S08°34'00"W	2.70'
③	S08°34'02"W	47.96'
④	S08°34'02"W	13.25'
⑤	EAST	80.00'
⑥	NORTH	61.20'
⑦	S89°27'14"W	70.89'



*Matthew J. Stringer*  
 October 10, 2012





DWG. BY BGB  
 CK. BY MJS

SCALE  
 1"=100'

EXHIBIT "B"  
 APN 122-720-07  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

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