

Placer Title Company
Escrow NO. 205-14085-BAS
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 071-080-07

Project: Northside School Class Bike Path Project



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2013-0024518-00

Acct 6-PLACER TITLE CO

Tuesday, MAY 14, 2013 14:36:25

Ttl Pd \$0.00 Rcpt # 0001522465

KMV/C1/1-13

TEMPORARY CONSTRUCTION EASEMENT

PCOS
FILED

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, 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 by reference is made a part hereof.

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

1. In consideration of \$1,500.00 (ONE-THOUSAND FIVE HUNDRED DOLLARS AND NO/100) 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 **Northside School Class I Bike Path - Phase 1 (SR 193) Project #72304 (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 \$62.50 (Sixty-two Dollars and Fifty Cents) 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.

024518


FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC

By: T. A. Dwelle, Inc.

Its Manager

Date: 4/12/13

By: 
Thomas A. Dwelle, President

FLYERS ENERGY, LLC

By: Pacific Research Development Corporation

Its Manager

Date: _____

By: signed in counter part
David W. Dwelle, President

FLYERS ENERGY, LLC

By: S. B. Dwelle, Inc

Its Manager

Date: _____

By: signed in counter part
Stephen B. Dwelle, President

FLYERS ENERGY, LLC

By: Eclipse Investments, L.P.

Its Manager

Date: _____

By: signed in counter part
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: signed in counter part
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: 3/28/13

By: 
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: _____

By: signed in counter part
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: _____

By: signed in counter part
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

024518

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: signed in counter part
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: _____

By: signed in counter part
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: 4/23/13

By: 
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: _____

By: signed in counter part
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

024518

FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

FLYERS ENERGY, LLC
By: T. A. Dwelle, Inc.
Its Manager

Date: _____

By: signed in counter part
Thomas A. Dwelle, President

FLYERS ENERGY, LLC
By: Pacific Research Development Corporation
Its Manager

Date: _____

By: signed in counter part
David W. Dwelle, President

FLYERS ENERGY, LLC
By: S. B. Dwelle, Inc
Its Manager

Date: _____

By: signed in counter part
Stephen B. Dwelle, President

FLYERS ENERGY, LLC
By: Eclipse Investments, L.P.
Its Manager

Date: 4/16/13

By: 
Walter A. Dwelle, General Partner

(A Notary Public Must Acknowledge All Signatures)

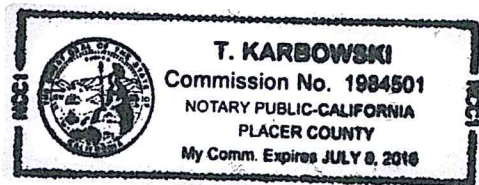
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of Placer County)

On April 12, 2013, 2013 before me, T. Karbowski,
Notary Public, personally appeared THOMAS A. DWELLE,
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/het/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 T. Karbowski (Seal)



ILLEGIBLE NOTARY DECLARATION

I certify under penalty that the notary seal on the document to
which this statement is attached reads as follows:

Name of Notary T. Karbowski
Date commission expires 7-8-16
Notary identification number 1984501
Manufacturer/Vendor identification number NCA
Dated 5-14-13
Signed Placer Title Co. By: Burke

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of Placer)

On March 28, 2013 before me, Brenda R Weinberg,
Notary Public, personally appeared DAVID W. DWELLE,
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 Brenda R Weinberg (Seal)



ILLEGIBLE NOTARY DECLARATION

I certify under penalty that the notary seal on the document to
which this statement is attached reads as follows:
Name of Notary Brenda Weinberg
Date commission expires 5-16-16
Notary identification number 1978779
Manufacturer/Vendor identification number E511
Dated 5-14-13
Signed Placer Title Co. By: Burda

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

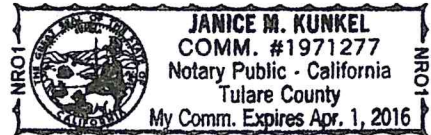
)ss.

County of Tulare)

On April 23, 2013 before me, Janice M. Kunkel,
Notary Public, personally appeared STEPHEN B. DWELLE,
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 Janice M. Kunkel (Seal)



ILLEGIBLE NOTARY DECLARATION

I certify under penalty that the notary seal on the document to
which this statement is attached reads as follows:

Name of Notary Janice M. Kunkel
Date commission expires 4-1-16
Notary identification number 1971277
Manufacturer/Vendor identification number NRO1
Dated 5-14-13
Signed Placer Title Co. By: [Signature]

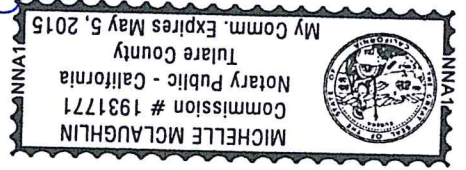
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of Tulare)

On April 16, 2013 before me, Michelle McLaughlin,
Notary Public, personally appeared WALTER A. DWELLE,
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 *Michelle McLaughlin* (Seal)



ILLEGIBLE NOTARY DECLARATION
i certify under penalty that the notary seal on the document to
which this statement is attached reads as follows:
Name of Notary Michelle McLaughlin
Date commission expires 5-5-15
Notary identification number 1931771
Manufacturer/Vendor identification number NNAI
Dated 6-14-13
Signed Placer Title Co. By: Bud Deal

Exhibit 'A'
(36164-1)

All that certain real property situate in the Southeast One-Quarter of Section 18, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel shown on Record of Survey filed in Book 9 of Surveys at Page 27 and described in that certain document number 2006-31366, official records said county and state more particularly described as follows:

Beginning on the northerly right of way of State Highway 193, said county and state, from which the southwest corner of said particular parcel bears South 86° 04' 46" West 69.00 feet; thence from said POINT OF BEGINNING leaving said right of way North 03° 55' 14" West 5.00 feet; thence North 85° 57' 34" East 50.18 feet; thence North 05° 00' 14" West 36.47 feet; thence North 84° 59' 46" East 44.66 feet; thence South 05° 00' 14" East 36.47 feet; thence North 84° 59' 46" East 230.60 feet; thence North 79° 35' 31" East 147.20 feet to the easterly boundary of said parcel; thence along said boundary South 25° 00' 36" East 5.17 feet to said right of way; thence along said right of way South 79° 35' 31" West 148.74 feet; thence South 84° 59' 46" West 281.10 feet; thence South 86° 04' 46" West 44.67 feet to the POINT OF BEGINNING. Containing 3,999 square feet more or less. 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 0.9998518 to obtain ground distances

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

Loren A. Massaro

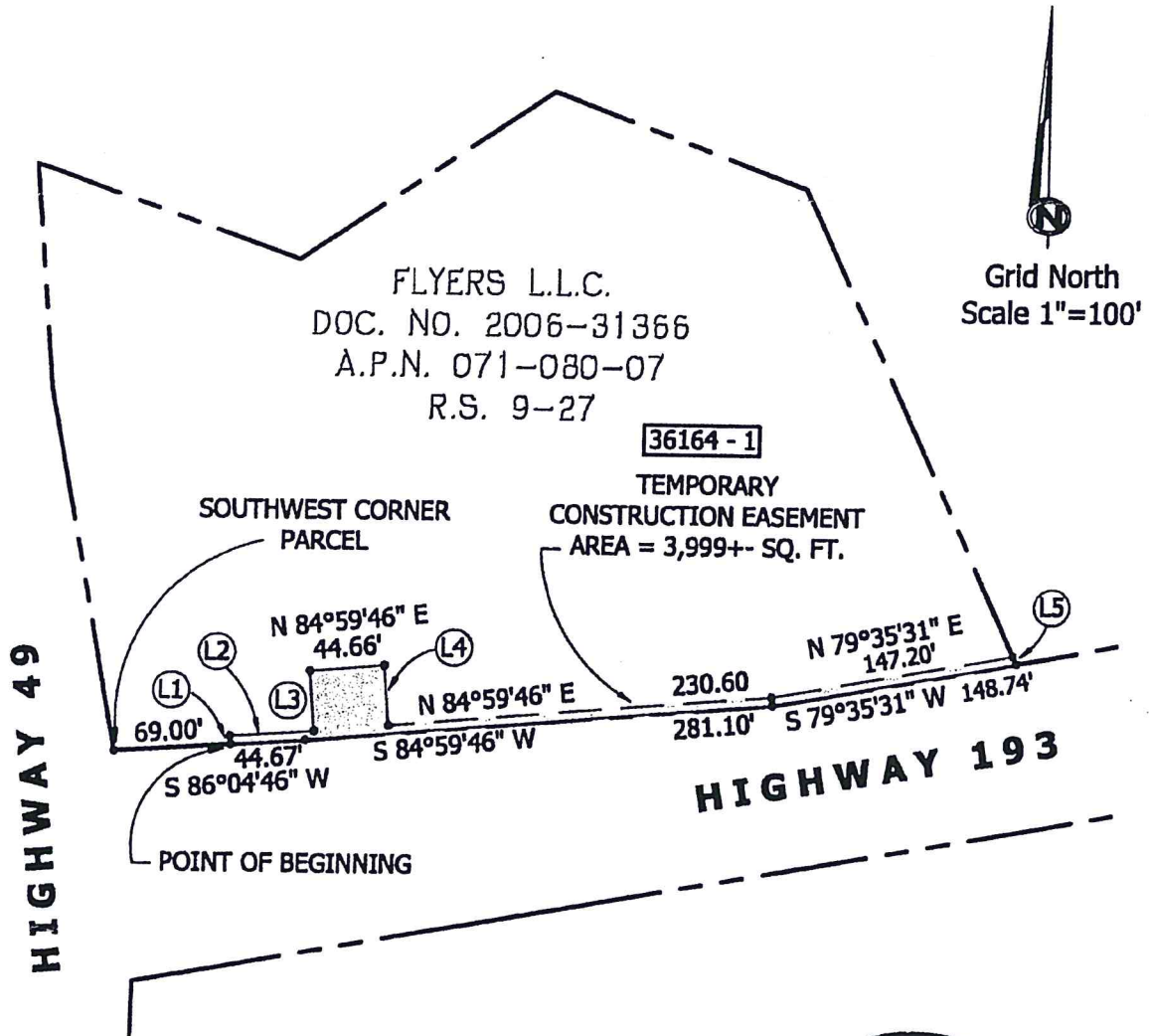
Loren A. Massaro P.L.S. 8117

Dated: 08.21.2012



EXHIBIT 'B'

Situate in the Southeast One-Quarter of Section 18
 Township 12 North, Range 9 East, M.D.M.
 El Dorado County State of California



- ① N 03°55'14" W 5.00'
- ② N 85°57'34" E 50.18'
- ③ N 05°00'14" W 36.47'
- ④ S 05°00'14" E 36.47'
- ⑤ S 25°00'36" E 5.17'



024518

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 Temporary Construction Easement dated March 28, 2013, from **FLYERS ENERGY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, 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: 071-080-07

Dated this 12 day of February, 2013.

COUNTY OF EL DORADO

By: _____

RON BRIGGS
Board of Supervisors

, Chair

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

05/14/2013, 20130024518