

PLACER TITLE Company
Escrow No. 205-10798-PAS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
CT #

Assessor's Parcel Number: 121-280-12



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2013-0045376-00

Acct 6-PLACER TITLE CO

Wednesday, AUG 28, 2013 14:46:54

Ttl Pd \$0.00 Rept # 0001550073

KMV/C1/1-7

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

TEMPORARY CONSTRUCTION EASEMENT

HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP, 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 \$5,552.00 (Five-thousand five-hundred fifty-two 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.

- 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 \$231.33 (Two-hundred thirty-one Dollars, and 33/100ths 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.

**GRANTOR:
HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**

Executed on this date: ^{8/9} 8/8, 2013

Bradley Rotter Bradley Rotter
By: BRADLEY N. ROTTER

Its: General Partner

Notary Acknowledgements Follow

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT


State of California)

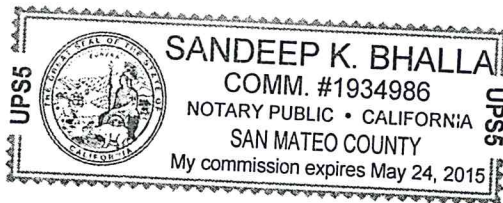
)ss.

County of San Mateo)

On August 9th, 2013 before me, Sandeep K Bhalla,
Notary Public, personally appeared **BRADLEY N. ROTTER**, 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)



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EXHIBIT A

APN 121-280-12

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 2, as shown on the PARCEL MAP, filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Commencing at a 3/4" pipe with plug, stamped "LS 4806" on the westerly Right-of-Way line of White Rock Road, at the northerly terminus of a 819.93 foot radius curve, as shown on the RECORD OF SURVEY, filed in Book 32 of Surveys, at Page 88, El Dorado County Records; thence along last said westerly Right-of-Way line the following six (6) courses:

- 1) North 10°18'44" East 181.03 feet to the beginning of a curve concave westerly, having a radius of 819.93 feet and a chord bearing North 09°19'36" East 28.21 feet,
- 2) thence northeasterly through a central angle of 01°58'16", 28.21 feet along said curve,
- 3) North 79°41'00" West 7.95 feet,
- 4) North 11°12'18" West 81.80 feet to the beginning of a non-tangent curve concave westerly, having a radius of 489.96 feet and a chord bearing North 00°45'26" West 188.29 feet,
- 5) northerly through a central angle of 22°09'22", 189.47 feet along said curve to the **Point of Beginning**, and
- 6) continuing along last said 489.96 foot radius curve, northwesterly through a central angle of 08°23'48", 71.80 feet to the beginning of a non-tangent curve concave to the north, having a radius of 165.00 feet and a chord bearing North 87°48'26" West 17.85 feet;

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thence leaving last said westerly Right-of-Way line westerly through a central angle of 06°12'05", 17.86 feet along said curve; thence North 84°42'23" West 122.50 feet to the beginning of a curve concave to the north, having a radius of 265.00 feet and a chord bearing North 81°55'19" West 25.75 feet; thence westerly through a central angle of 05°34'07", 25.76 feet along said curve; thence South 10°51'44" West 70.00 feet to the beginning of a non-tangent curve concave to the north, having a radius of 335.00 feet and a chord bearing South 81°55'19" East 32.55 feet; thence easterly through a central angle of 05°34'07", 32.56 feet along said curve; thence South 84°42'23" East 122.50 feet to the beginning of a curve concave to the north, having a radius of 235.00 feet and a chord bearing North 89°54'30" East 44.11 feet; thence easterly through a central angle of 10°46'13", 44.18 feet along said curve to the **Point of Beginning**.

Containing 12,852 square feet or 0.30 acres, more or less.

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

Bearings used in the above description(s) are based upon CCS83 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.



Albert DeLeon, LS 7716
License expires 3-31-13



May 1, 2012
Date

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EXHIBIT "B"

LEGEND

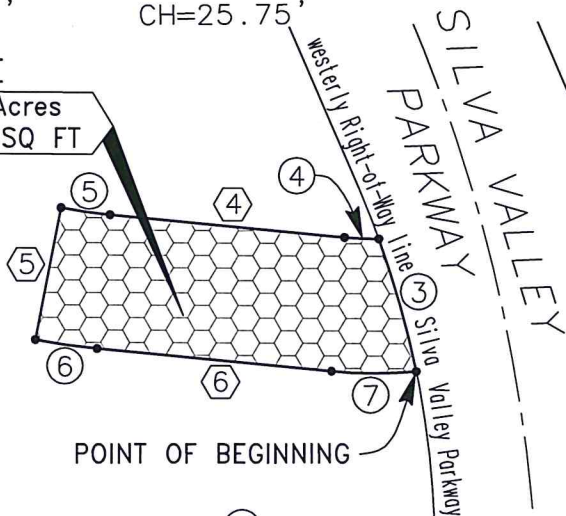
- DIMENSION POINT TYPICAL



Accepted from May 4, 2012

- ④ R=165.00', L=17.86', Δ=06°12'05", CB=N87°48'26"W, CH=17.85'
- ⑤ R=265.00', L=25.76', Δ=05°34'07", CB=N81°55'19"W, CH=25.75'

TCE
0.30± Acres
12,852± SQ FT



- ③ R=489.96', L=71.80', Δ=08°23'48", CB=N16°02'01"W, CH=71.74'

- ⑥ R=335.00', L=32.56', Δ=05°34'07", CB=S81°55'19"E, CH=32.55'
- ⑦ R=235.00', L=44.18', Δ=10°46'13", CB=N89°54'30"E, CH=44.11'

HUDDINGE PARTNERS
APN 121-280-12
48 PM 139
PARCEL 2

HUDDINGE PARTNERS
APN 118-170-04
4838 OR 487
48 PM 139
PARCEL 1

LINE TABLE

- ② N79°41'00"W 7.95'
- ③ N11°12'18"W 81.80'
- ④ N84°42'23"W 122.50'
- ⑤ S10°51'44"W 70.00'
- ⑥ S84°42'23"E 122.50'

POINT OF COMMENCEMENT
3/4" PIPE W/ PLUG,
STAMPED "LS 4806"

- ① R=819.93', L=28.21', Δ=01°58'16", CB=N09°19'36"E, CH=28.21'

- ② R=489.96', L=189.47', Δ=22°09'22", CB=N00°45'26"W, CH=188.29'



GRAPHIC SCALE



SHEET 1 OF 1



EXHIBIT "B"
APN 121-280-12
IN THE COUNTY OF EL DORADO
STATE OF CALIFORNIA

Mark Thomas & Co., Inc.
7300 Folsom Blvd, Ste. 203
Sacramento, CA 95826
(916) 381-9100

DWG. BY RPM SCALE
CK. BY MJS 1"=100'

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WHEN RECORDED, RETURN TO:

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

APN 121-280-12

CERTIFICATE OF ACCEPTANCE

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

August 9, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, 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 11 day of June, 2013.

COUNTY OF EL DORADO


By: _____


Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin,
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

08/28/2013, 20130045376