

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

Above Section For Recorder's Use

Project: Angora 3 Erosion Control Project
(JN 95160)
APN: 033-466-13

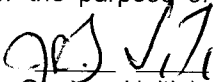
TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, **Jon R. Taylor and Justine R. Taylor** hereinafter referred to as "Grantors", grant to the County of El Dorado, 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 in the Lake Tahoe Basin, State of California, described as:

See Exhibits 1 and 2 attached hereto and made a part hereof.

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

1. Grantors represent and warrant that they are the owners of the property described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto and made a part hereof, and that Grantors have the exclusive right to grant the easement.
2. This easement is necessary for the purpose of constructing the Angora 3 Erosion Control Project. Specifically, this temporary construction easement is necessary to allow the Grantee and its agents to grade and pave a portion of the existing driveway. This temporary construction easement shall not be revoked and shall continue in full force and effect until December 31, 2009 at which time the temporary construction easement shall terminate.
3. With this construction easement is the right of the Contractor to enter the property to make any warranty repairs or to correct defects in the work during the 1st year warranty period following the completion of the above described activity.
4. Grantee agrees to indemnify and hold harmless Grantors 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 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.
5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Temporary Construction Easement as described in Exhibits 1 and 2 by County or County's contractors or authorized agents, for the purpose of


Grantors' initials

performing activities related to and incidental to the construction of improvements to the Angora 3 Erosion Control Project, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Temporary Construction Easement by the Grantors.

6. Grantee's Agents. Any person, firm, or corporation authorized to work upon the Premises by the Grantee shall be deemed to be Grantee's agent, and shall be subject to all applicable terms hereof.
7. Entire Agreement. This temporary construction easement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
8. Modification. The provisions of this temporary construction easement may not be modified, except by a written instrument signed by both parties.
9. Partial Invalidity. If any provision of this temporary construction easement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this temporary construction easement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
10. Successors & Assigns. This temporary construction easement shall bind and benefit the parties and their successors and assigns, except as may otherwise be provided herein.
11. Notices. Any notice required hereunder shall be provided as follows:

For the Grantee:

Steve Kooyman, P.E., Supervising Civil Engineer
 El Dorado ~~Grantee~~ Department of Transportation
 924B Emerald Bay Road, South Lake Tahoe, CA 96150
 (530) 573-7900

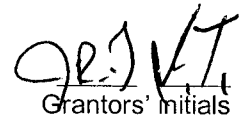
For the Grantors:

Jon R. and Justine R. Taylor
 1464 Mt. Shasta Circle
 South Lake Tahoe, CA 96150

Executed on this date: 4-21, 2008


 Jon R. Taylor


 Justine R. Taylor


 Grantors' Initials

OWNER

ACKNOWLEDGMENT

State of California

County of El Dorado

On 4/21/08 before me, James E Cotcher, Notary Public,
(here insert name and title of the officer)

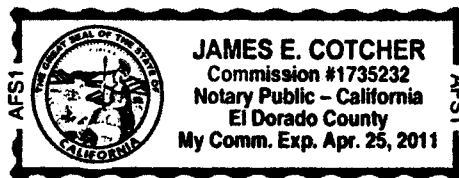
personally appeared Jon R. Taylor
Justine R. Taylor

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 James E Cotcher
James E Cotcher



(Seal)

EXHIBIT 1
LEGAL DESCRIPTION

A ten foot wide strip of land, being a portion of Lot 94, Mountain View Estates, Unit No. 1 as said lot is shown on the map recorded in Book C of Maps, at Page 61, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 19, Township 12 North, Range 18 East, M.D.M., County of El Dorado, State of California, more particularly described as follows:

Beginning at the most easterly corner of Lot 94; thence South 50°24'00" West 3.50 feet along the southeasterly property line to the true point of beginning; thence North 39°36'00" West 10.00 feet; thence South 50°24'00" West 25.00 feet; thence South 39°36'00" East 10.00 feet to the southeasterly property line; thence North 50°24'00" East 25.00 feet along the southwesterly property line to the point of beginning.

Containing 250 square feet (0.006 acres), more or less.

The intent of this description is for the bounded area to remain in effect until December 31st, 2009.

See attached Exhibit 2.

END OF DESCRIPTION

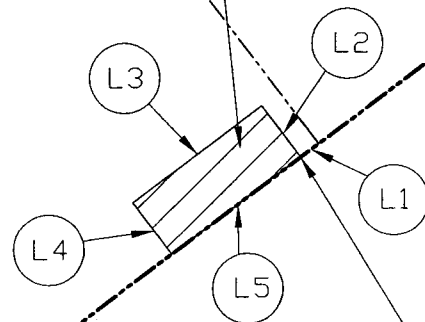
APN 033-466-13



EXHIBIT '2'

TAYLOR
LOT 94
SUBD. C-61
APN 033-466-13

AREA: 250 SQ. FT.



POINT OF BEGINNING

MT. SHASTA CIR.

LINE TABLE

LINE	LENGTH	BEARING
L1	3.50'	S50°24'00"W
L2	10.00'	N39°36'00"W
L3	25.00'	S50°24'00"W
L4	10.00'	S39°36'00"E
L5	25.00'	N50°24'00"E



SCALE : 1" = 30'

TAYLOR
APN 033-466-13
JN 95160

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CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Temporary Construction Easement dated, April 21, 2008, from **JON R. TAYLOR AND JUSTINE R. TAYLOR** to the **County of El Dorado**, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on _____, and the grantees consent to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2008.

COUNTY OF EL DORADO

By _____
Chairman, Board of Supervisors

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By _____
Deputy