

TRAFFIC SIGNAL APPURTENANCES EASEMENT

THIS TRAFFIC SIGNAL APPURTENANCES EASEMENT is entered into as of the 23 day of MAY, 2011 by and between ROBERT J. DEITZ II AND WENDY A. DEITZ, HUSBAND AND WIFE AS JOINT TENANTS, hereinafter "Grantor", and the County of El Dorado, a political subdivision of the State of California, hereinafter "County", whose address is 360 Fair Lane, Placerville, CA, 95667, hereinafter "Grantee".

RECITALS

WHEREAS, Grantor is the owner of that certain parcel of land situated in the County of El Dorado, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantor Parcel"); and

WHEREAS, Grantee has requested from Grantor and Grantor is desirous of granting to Grantee, a non-exclusive easement for traffic signal appurtenances more particularly described on Exhibit "B" and depicted on Exhibit "C", attached hereto and made a part hereof ("Traffic Signal Appurtenances Easement"), and

NOW THEREFORE, in consideration of \$1.00 (One-dollar, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a non-exclusive easement for traffic signal appurtenances over, under and across those identified portions of the Grantor Parcel, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Easement for Traffic Signal Appurtenances. Grantor hereby grants to Grantee a non-exclusive easement for traffic signal appurtenances. Such easement shall be at the location described in Exhibit "B" and depicted in Exhibit "C" attached hereto and made a part hereof. Grantee agrees to repair any damage caused to Grantor's Parcel that is a direct result of the acts or negligence of Grantee, its employees, or contractors in installing, extending, maintaining, upgrading, removing, or repairing the traffic signal appurtenances.
2. Use. Grantee, through its officers, employees and agents, shall have the right to enter upon the Traffic Signal Appurtenances Easement area in such a manner and at times from the date hereof as may be reasonably necessary for the purpose of constructing, building, laying, patrolling, repairing, replacing, upgrading, maintaining, and removing thereon certain appurtenances, including such repairs, replacements, upgrades and removals as may be from time to time required. Said right shall be perpetual.

3. Maintenance. Grantee shall restore the surface of the Traffic Signal Appurtenances Easement area, subject to the rights of Grantee herein provided, within a reasonable period following any of Grantee's permitted activities within the easement areas.
4. Indemnification. Grantor, its successors and assigns, will not be responsible for any damage by others to said traffic signal appurtenances. During the term of the Traffic Signal Appurtenances Easement, Grantee shall indemnify, defend and hold harmless Grantor from any damages or liability to persons or property including any damage to the environment that arises from and including, but not limited to, the negligent use, construction, removal, operation, repair or maintenance of the Traffic Signal Appurtenances Easement by Grantee, its agents, employees, contractors.
5. Duration. This Traffic Signal Appurtenances Easement and the rights granted hereby shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.
6. Headings. The headings of the paragraph contained herein are intended for reference purposes only and shall not be used to interpret the Traffic Signal Appurtenances Easement contained herein or the rights granted hereby.
7. Counterparts. This Traffic Signal Appurtenances Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. Notices. All communications and notices required or permitted by this Traffic Signal Appurtenances Easement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Grantee or Grantor by the other or three (3) days after being deposited in the United States mail, postage prepaid and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

Grantor: ROBERT J. DEITZ II AND WENDY A. DEITZ
 4110 Business Drive #A
 Shingle Springs, CA 95682-7230

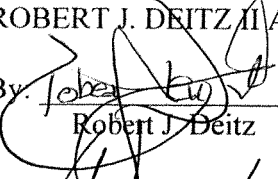
Grantee: County of El Dorado County
 Department of Transportation
 2850 Fairlane Court
 Placerville, CA 95667

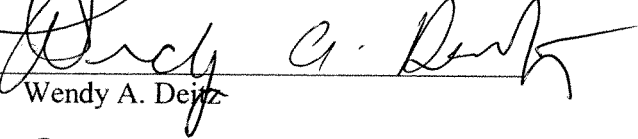
9. Effective Date. This Traffic Signal Appurtenances Easement shall be effective as of the last date executed below.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below.

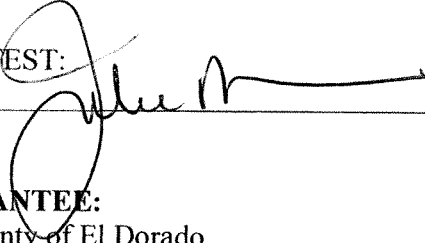
GRANTOR:

ROBERT J. DEITZ II AND WENDY A. DEITZ

By:  _____
Robert J. Deitz

By:  _____
Wendy A. Deitz

ATTEST:

By:  _____

GRANTEE:

County of El Dorado

Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
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:

A PORTION OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 23, 2001 IN BOOK 47 OF PARCEL MAPS AT PAGE 117.

A.P.N. 109-240-25-100

Exhibit 'B'

All that certain real property situate in the Northeast one-quarter of Section 11, Township 9 North, Range 9 East, M.D.M. , El Dorado County, State of California, being a portion of Parcel A of that particular Parcel Map filed in Book 47 of Parcel Maps at Page 117 official records said county and state more particularly described as follows:

Beginning on the northerly line of said Parcel A from which the most westerly corner thereof bears along a curve to the right having a radius of 1040.00 feet, through a central angle of 08° 53' 02", said curve being subtended by a chord which bears South 51° 13' 43" West 161.10 feet; thence, from said POINT OF BEGINNING North 87° 45' 38" East 19.67 feet to the easterly line of said Parcel A and the beginning of a non-tangent curve to the left having a radius of 15.00 feet; thence, along said easterly line and said curve through a central angle of 81° 56' 50" , said curve being subtended by a chord which bears South 87° 45' 38" West 19.67 feet to the POINT OF BEGINNING. Containing 50.0 square feet more or less.

See Exhibit 'B' attached hereto and made a part hereof.

End of Description

The purpose of this description is to describe that portion of said Tract A as a traffic signal appurtenance easement.

Loren A. Massaro

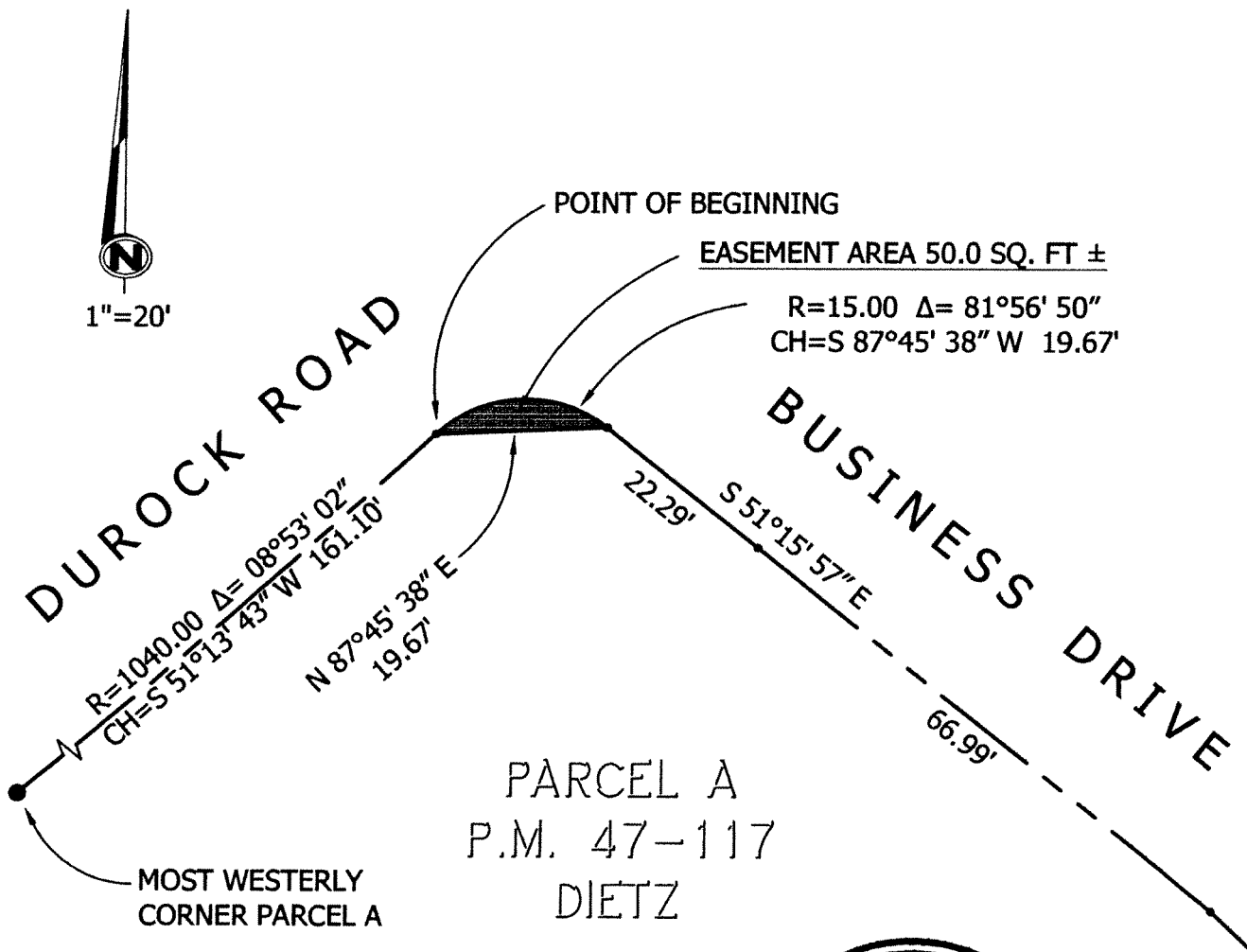
Loren A. Massaro P.L.S. 8117

Dated: 09.16.2011



EXHIBIT 'C'

Situate in the Northeast one-quarter of Section 11, T. 9 N., R. 9 E., M.D.M.
El Dorado County, State of California,
being a portion of Parcel A, Parcel Map 47 - 117



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 Traffic Signal Appurtenances Easement Deed dated _____, 2011, from **Robert J. Deitz II and Wendy A. Deitz, husband and wife as joint tenants**, 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.

APN: 109-240-25

Dated this _____ day of _____, 2011.

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk