

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: 083-243-03

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Cameron Park Drive/Oxford Road
Intersection Signalization; Project #72365

TEMPORARY CONSTRUCTION EASEMENT

Robert E. Nixon and Janet D. Nixon, as Trustees of the Robert E. and Janet D. Nixon Revocable Trust, established June 15, 2005, hereinafter referred to as "Grantors", grant to the County of El Dorado, hereinafter referred to as "Grantee", a temporary construction easement over, upon, under, 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 \$500.00 (**Five-Hundred Dollars, exactly**) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantors parcel.
2. Grantors represent and warrant that they are the owners of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantors have the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Cameron Park Drive/Oxford Road Intersection Signalization Project. Specifically, this temporary construction easement is necessary to allow Grantee or its agents, employees, and contractors from the date hereof as may be reasonably necessary for construction purposes, to include the right of ingress and egress, including such repairs, replacements, and removals as may be from time to time required. This temporary construction easement shall not be revoked and shall continue in full force and effect until the recordation of the Notice of Completion of the construction of the Cameron Park Drive/Oxford Road Intersection Signalization Project at which time the temporary construction easement shall terminate.
4. With this temporary construction easement is the right of the Grantee's 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 construction. Tree's marked on Exhibit C, attached hereto and made a part hereof, that do not survive within three years of completion of the construction project, County shall reimburse the Grantors in the amount of \$2,000.00 (Two Thousand Dollars, exactly) per tree.
5. 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 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.

GRANTORS:

Robert E. Nixon and Janet D. Nixon, as Trustees of the Robert E. and Janet D. Nixon Revocable Trust, established June 15, 2005

Executed on this date: _____, 2007

Robert E. Nixon, Trustee

Janet D. Nixon, Trustee