TRAFFIC SIGNAL APPURTENANCES EASEMENT

THIS	TRAFFIC S	SIGNAL APPURTENANCES EASEMENT is entered into			
as of the	_ day of	, 2008 by and between Arrowest Properties, Inc. a			
California Cor	poration, wh	nose address is 4020 Sierra College Blvd., Suite 200, Rocklin,			
CA, 95677, hereinafter "Grantor", and Montano Ventures, I, LLC, a California limited					
liability company, whose address is 4020 Sierra College Blvd., #200, Rocklin, CA					
		", and the County of El Dorado (County) whose address is 330			
		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, Lessee has a leasehold interest in that certain parcel of land described in Exhibit "A" and as referenced in the Memorandum of Ground Lease recorded as Document #2007-0004992 on January 23, 2007, in the office of the County Recorder of El Dorado County; 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 in Exhibit "A"-1 and depicted on Exhibit "B"-1, attached hereto and made a part hereof ("Traffic Signal Appurtenances Easement"), and

NOW THEREFORE, in consideration of \$1 (One-dollar, exactly) from Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, and Lessee does hereby acknowledge and consent to such 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. <u>Easement for Traffic Signal Appurtenances</u>. Grantor hereby grants to Grantee a non-exclusive easement for traffic signal appurtenances. Such easement shall be at the location described in Exhibit "A"-1 and depicted in Exhibit "B"-1 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, removing, or repairing the traffic signal appurtenances.
- 2. <u>Use</u>. 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, maintaining, and removing thereon certain appurtenances, including such repairs, replacements and removals as may be from time to time required. Said right shall be perpetual. Grantor and Lessee acknowledge that this Traffic Signal Appurtenances Easement is of mutual benefit between the parties, and that the uses of the easement are compatible with and do not conflict with any of the terms or provisions of any agreements or leases between Grantor and Lessee; and

- 3. <u>Maintenance</u>. 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. <u>Indemnification</u>. Grantor, its successors and assigns, will not be responsible for damage by others to said traffic signal appurtenances. During the terms of the Traffic Signal Appurtenances Easement, Grantee shall indemnify, defend and hold harmless Grantor from any damages or liability to persons or property that arises from the use, construction, removal, operation or maintenance of the Traffic Signal Appurtenances Easement by Grantee, its agents, employees, contractors.
- 5. <u>Duration.</u> 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Notices.</u> 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: Arrowest Properties, Inc.

Mr. Donald T. Trowbridge, President 4020 Sierra College Blvd., Suite 200

Rocklin, CA 95677

	4020 Sierra College Blvd. #200 Rocklin, CA 95677
Grantee:	County of El Dorado County Department of Transportation 2850 Fairlane Court Placerville, CA 95667
9. <u>Effective Date.</u> effective as of the last date w	This Traffic Signal Appurtenances Easement shall be written below.
IN WITNESS WHE day and year written below.	CREOF, the parties hereto have executed this instrument the
GRANTOR: Arrowest Properties, Inc., a By: Donald T. Trowbridge,	
By: Matthew Harmon, Manage	much member
GRANTEE: County of El Dorado	
Rusty Dupray, Chairman Board of Supervisors	
ATTEST: Clerk of the Board of Superv	visors
By:	

Montano Ventures 1, LLC

Lessee:

Exhibit "A"

The land referred to in this policy is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows:

PARCEL A:

Leasehold estate as created by that certain Lease dated September 21, 2006, made by and between Arrowest Properties, Inc., a California corporation, as lessor and Montano Ventures I, LLC, a California limited liability company, as lessee for the term of 30 years and upon the terms and conditions contained in said lease, and subject to provisions contained in the lease which limit the right of possession recorded ______, in and to the portion of the following described land as set forth in said lease:

A portion of the South 1/2 of Section 11, Township 9 North, Range 8 East, M.D.B. & M., more particularly described as follows:

Parcel 2, as shown on the Parcel Map filed June 8, 1982 in Book 31 of Parcel Maps, at Page 10, El Dorado County Records.

EXCEPTING THEREFROM:

All that portion of Parcel 2, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, as granted to the County of El Dorado, a political Subdivision of the State of California by Grant Deed recorded July 2, 2004 under Recorder's Serial No. 2004-0054055, and shown below as Parcels A, B and C, more particularly described as follows:

PARCEL A - ONE:

Beginning at the northeast corner of sald parcel; thence along the easterly boundary South 00°35'40" East (cite South 00°35'55" East) 23.222 meters (76.19 feet) to the new southerly right-of-way line of White Rock Road; thence along said right-of-way line South 63°16'29" West 129.025 meters (423.31 feet) to the boundary common to Parcels 1 and 2 of said map; thence leaving said new right-of-way line along said common boundary North 05°36'38" West (cite North 05°37'55" West) 22.209 meters (72.86 feet) to the northerly corner of said parcels, marked by a 3/4" capped Iron pipe, stamped "RCE 20462"; thence along the existing right-of-way line of White Rock Road, North 63°13'03" East (cite North 63°13'06" East) 131.252 meters (430.62 feet) to the point of beginning.

PARCEL A - TWO:

Beginning at the intersection of the easterly right-of-way line of Latrobe Road and the southerly boundary of said parcel, marked by a 3/4" capped iron pipe, stamped "RCE 20462"; thence from said point of beginning along said right-of-way line North 32°02'59" West (cite North 32°02'13" West) 268.036 meters (879,38 feet) along said right-of-way line North 32°02'59" West (cite North 32°02'13" West) 268.036 meters (879,38 feet) to the westerly boundary of said parcel; thence along said boundary South 18°05'41" East (cite South 18°05'41" East (cite South 18°01'54" East) 12.639 meters (41.47 feet); thence South 57°57'01" West (cite South 57°55'50" West) 9.143 meters (30.00 feet); thence South 32°02'59" East (cite South 32°02'13" East) 248.396 meters (814.95 feet) to the southwest corner of said parcel; thence along the southerly boundary North 89°07'16" East (cite North 89°03'46" East) 14.248 meters (46.75 feet) to the point of beginning.

PARCEL A - THREE:

Exhibit "A" - Page 2

Beginning at the intersection of the easterly right-of-way line of Latrobe Road and the southerly boundary of said parcel, marked by a 3/4" capped iron pipe, stamped "RCE 20462"; thence from said point of beginning along said right-of-way line North 32°02'59" West (cite North 32°02'13" West) 268.036 meters (879.38 feet) to the westerly boundary of said parcel; thence along said boundary North 18°05'41" West (cite North 18°01'54" West) 18.805 meters (61.70 feet); thence North 30°45'02" West (cite North 30°41'05" West) 29.295 meters (96.11 feet) to the beginning of a non tangent curve to the right, having a radius of 228.582 meters (749.94 feet), a central angle of 22°41'14", and a chord of which bears North 17°06'01" West (cite North 17°06'43" West) 89.921 meters (295.02 feet); thence northerly along said curve an arc length of 90.511 meters (296.95 feet); thence on a non-tangent line North 05°35'55" West (cite North 05°37'55" West) 17.266 meters (56.65 feet) to the new easterly right-of-way line of Latrobe Road, the beginning of a 568.900 meters (1,866.47 feet) radius non-tangent curve to the left; thence southeasterly along said curve an arc distance of 183.655 meters (602.54 feet), through a central angle of 18°29'47", and subtended by a chord which bears South 22°55'33" East 182.859 meters (599.93 feet); thence South 32°10'27" East 219.132 meters (718.94 feet); thence South 36°49'00" East 7.990 meters (26.21 feet) to the easterly boundary of said parcel; thence along said boundary South 00°35'40" East 13.048 meters (42.81 feet) to the southeast corner of said parcel; thence along the southerly boundary South 89°07'16" West (cite South 89°03'46" West) 1.662 meters (5.45 feet) to the point of beginning.

APN: 107-010-71-100

PARCEL A - FOUR:

A non-exclusive easement for the use and enjoyment on, over, across, through, and to the Driveways and Entryways to be located within Parcel 1 of Parcel Map filed in Book 31 of Parcel Maps, at Page 10, as the same may be developed from time to time, for pedestrian and vehicular ingress and egress and parking, pursuant to that certain Reciprocal Easement Agreement recorded October 12, 2005 under Recorder's Serial Number 2005-0085918.

Exhibit "A" - Page 3

The land referred to in this policy is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows:

PARCEL B:

A portion of the South 1/2 of Section 11, Township 9 North, Range 8 East, M.D.B. & M., more particularly described as follows:

Parcel 2, as shown on the Parcel Map filed June 8, 1982 in Book 31 of Parcel Maps, at Page 10, El Dorado County Records.

EXCEPTING THEREFROM:

All that portion of Parcel 2, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, as granted to the County of El Dorado, a political Subdivision of the State of California by Grant Deed recorded July 2, 2004 under Recorder's Serial No. 2004-0054055, and shown below as Parcels A, B and C, more particularly described as follows:

PARCEL B - ONE:

Beginning at the northeast corner of sald parcel; thence along the easterly boundary South 00°35'40" East (cite South 00°35'55" East) 23.222 meters (76.19 feet) to the new southerly right-of-way line of White Rock Road; thence along sald right-of-way line South 63°16'29" West 129.025 meters (423.31 feet) to the boundary common to Parcels 1 and 2 of said map; thence leaving said new right-of-way line along said common boundary North 05°36'38" West (cite North 05°37'55" West) 22.209 meters (72.86 feet) to the northerly corner of said parcels, marked by a 3/4" capped Iron pipe, stamped "RCE 20462"; thence along the existing right-of-way line of White Rock Road, North 63°13'03" East (cite North 63°13'06" East) 131.252 meters (430.62 feet) to the point of beginning.

PARCEL B - TWO:

Beginning at the intersection of the easterly right-of-way line of Latrobe Road and the southerly boundary of sald parcel, marked by a 3/4" capped Iron pipe, stamped "RCE 20462"; thence from sald point of beginning along said right-of-way line North 32° 02'59" West (cite North 32°02'13" West) 268.036 meters (879,38 feet) to the westerly boundary of said parcel; thence along said boundary South 18°05'41" East (cite South 18°01'54" East) 12.639 meters (41.47 feet); thence South 57°57'01" West (cite South 57°55'50" West) 9.143 meters (30.00 feet); thence South 32°02'59" East (cite South 32°02'13" East) 248.396 meters (814.95 feet) to the southwest corner of said parcel; thence along the southerly boundary North 89°07'16" East (cite North 89°03'46" East) 14.248 meters (46.75 feet) to the point of beginning.

Exhibit "A" - Page 4

PARCEL B - THREE:

Beginning at the Intersection of the easterly right-of-way line of Latrobe Road and the southerly boundary of said parcel, marked by a 3/4" capped iron pipe, stamped "RCE 20462"; thence from sald point of beginning along said right-of-way line North 32° 02'59" West (cite North 32°02'13" West) 268.036 meters (879.38 feet) to the westerly boundary of said parcel; thence along said boundary North 18°05'41" West (cite North 18°01'54" West) 18.805 meters (61.70 feet); thence North 30°45'02" West (cite North 30°41'05" West) 29.295 meters (96.11 feet) to the beginning of a non tangent curve to the right, having a radius of 228.582 meters (749.94 feet). a central angle of 22°41'14". and a chord of which bears North 17°06'01" West (cite North 17°06'43" West) 89.921 meters (295.02 feet); thence northerly along said curve an arc length of 90.511 meters (296.95 feet); thence on a non-tangent line North 05°35'55" West (cite North 05° 37'55" West) 17.266 meters (56.65 feet) to the new easterly right-of-way line of Latrobe Road, the beginning of a 568.900 meters (1,866.47 feet) radius non-tangent curve to the left; thence southeasterly along said curve an arc distance of 183.655 meters (602.54 feet), through a central angle of 18°29'47", and subtended by a chord which bears South 22°55'33" East 182.859 meters (599.93 feet); thence South 32°10'27" East 219.132 meters (718.94 feet); thence South 36°49'00" East 7.990 meters (26.21 feet) to the easterly boundary of said parcel; thence along said boundary South 00°35'40" East 13.048 meters (42.81 feet) to the southeast corner of said parcel; thence along the southerly boundary South 89°07'16" West (cite South 89°03'46" West) 1.662 meters (5.45 feet) to the point of beginning.

ÀPN: 107-010-71-100

PARCEL B - FOUR:

A non-exclusive easement for the use and enjoyment on, over, across, through, and to the Driveways and Entryways to be located within Parcel 1 of Parcel Map filed in Book 31 of Parcel Maps, at Page 10, as the same may be developed from time to time, for pedestrian and vehicular ingress and egress and parking, pursuant to that certain Reciprocal Easement Agreement recorded October 12, 2005 under Recorder's Serial Number 2005-0085918.

EXHIBIT 'A-1' LEGAL DESCRIPTION TRAFFIC SIGNAL APPURTENANCE EASEMENT

All that portion of the lands described in Document No. 2006-68415, in the office of the El Dorado County Recorder, also being a portion of Parcel 2, as said parcel is shown on the map recorded in Book 31 of Parcel Maps, at Page 10, in said Recorder's Office, being a portion of the south half of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

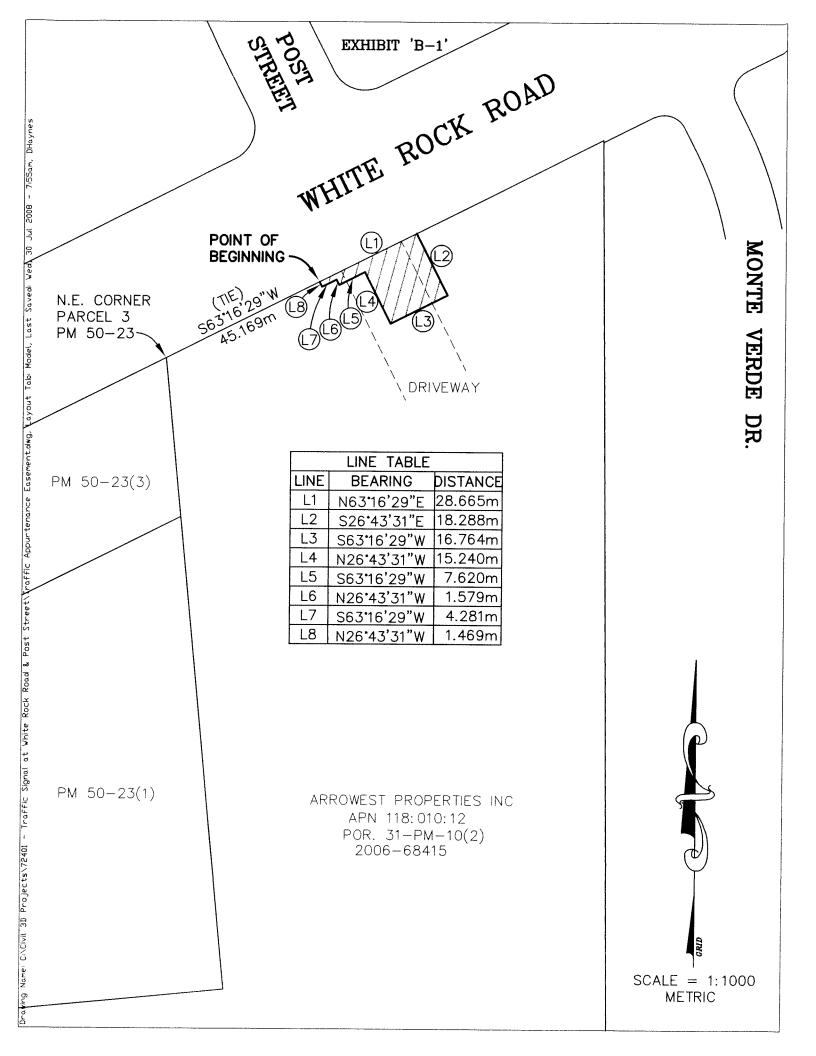
Beginning on the southeasterly right-of-way line of White Rock Road, from which the northeast corner of Parcel 3, as said parcel is shown on the map recorded in Book 50 of Parcel Maps, at Page 23, in said Recorder's Office, bears South 63°16'29" West 45.169 meters (148.19 feet); **thence from said point of beginning** along said right-of-way line North 63°16'29" East 28.665 meters (94.05 feet); thence leaving said right-of-way line South 26°43'31" East 18.288 meters (60.00 feet); thence South 63°16'29" West 16.764 meters (55.00 feet); thence North 26°43'31" West 15.240 meters (50.00 feet); thence South 63°16'29" West 7.620 meters (25.00 feet); thence North 26°43'31" West 1.579 meters (5.18 feet); thence South 63°16'29" West 4.281 meters (14.05 feet); thence North 26°43'31" West 1.469 meters (4.82 feet) to the point of beginning, containing 0.0336 hectares (0.083 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit 'B-1', attached hereto and made a part hereof.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.





CALIFORNIA ALL-PURPOSE

CERTIFICATE OF	FACKNOWLEDGMENT
State of California	
County of Placer	
On 5, Sept 2008 before me, Cave, personally appeared Vinal Perkin	n E Lollis Notary (Here insert name and title of the officer)
the within instrument and acknowledged to me	ridence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized s) on the instrument the person(s), or the entity upon behalf of int.
I certify under PENALTY OF PERJURY under to	the laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Notary Public	CAREN E. LOLLIS COMM. #1792476 ONOTARY PUBLIC- CALIFORNIA COMM. Expires Mar 1, 2012 (Notary Seal)
ADDITIONAL O	OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative
(Title or description of attached document) (Title or description of attached document continued)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	State and County information must be the State and County where the document

(Additional information) CAPACITY CLAIMED BY THE SIGNER ☐ Individual (s) ☐ Corporate Officer (Title) \Box Partner(s) Attorney-in-Fact \square Trustee(s) ☐ Other

- signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE

CERTIFICATE O	F ACKNOWLEDGMENT
State of California	
County of Placer	
on 9, Sept. 2008 before me, Cave	en Lollis, Notary (Here insert name and title of the officer) rmon
who proved to me on the basis of satisfactory even the within instrument and acknowledged to me	ridence to be the person(s) whose name(s) is/are subscribed to that he/she/they executed the same in his/her/their authorized s) on the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under is true and correct.	the laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Notary Public	CAREN E. LOLLIS COMM. #1792476 Placer County Comm. Expires Mar 1, 2012 (Notary Seal)
ADDITIONAL (OPTIONAL INFORMATION
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Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which

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CALIFORNIA ALL-PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT
State of California
County of Places
on 9, Sept. 2008 before me, <u>Caven E Lollis Wotavy</u> , personally appeared <u>Donald T. Tvowbridge</u>
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. WITNESS my hand and official seal. COMM. #1792476 NOTARY PUBLIC- CALFORMA Placer County Comm. Expires Mar 1, 2012 Signature of Notary Public CAREN E. LOLLIS COMM. #1792476 NOTARY PUBLIC- CALFORMA Placer County Comm. Expires Mar 1, 2012 Signature of Notary Public
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(Title or description of attached document) acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
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