

## EASEMENT ACQUISITION AGREEMENT

This Easement Acquisition Agreement ("Agreement") is made by and between **the COUNTY OF EL DORADO**, a political subdivision of the State of California ("County") and **PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008** ("Seller"), with reference to the following facts:

### RECITALS

A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. County desires to purchase interests in the Property, as a Drainage Easement described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and referred to hereinafter as "the Easements", on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

### AGREEMENT

#### 1. PURCHASE AND SALE.

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Easements, as described and depicted in the attached Exhibits B and C and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

#### 2. PURCHASE PRICE

The total purchase price for the Easements shall be Five-thousand six-hundred dollars, exactly (\$5,600.00) (the "Purchase Price"). County shall pay the Purchase Price in cash or other immediately available funds at Close of Escrow (as such term is hereinafter defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW

The purchase and sale of the Easements shall be consummated by means of Escrow No. 203-7182 which has been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Deb Landerkin, ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant of Drainage Easement and Temporary Construction Easement from Seller to County, which shall occur on or before April 30, 2010, or such other date as the parties hereto shall mutually agree in writing.

4. ESCROW AND OTHER FEES.

County shall pay: (i) the Escrow Holder's fees including the cost of any Notary Acknowledgements; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance; and (iv) documentary transfer tax, if any.

5. TITLE.

Seller shall by Grant of Drainage Easement and Temporary Construction Easement, grant to County the Easements, free and clear of all title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Easements shall vest in the County of El Dorado subject only to: (i) covenants, conditions, restrictions and reservations of record if any; (ii) easements or rights of way over the land for public or quasi-public utility or public road purposes, if any; and (iii) exceptions numbered 1 through 3 paid current, and subject to items numbered 4 and 5 contained in Placer Title Company Preliminary Title Report No. 203-7182 dated as of March 31, 2009. Exceptions numbered 6 and 7 shall be deemed subordinate to the easements by the Title Company upon recording of a fully executed subordination agreement in a form acceptable to County and Title Company. Seller agrees to cooperate with the County in the procurement of the consent of the lenders referred to in exceptions 6 and 7 and to execute any documents required to accomplish the same. The County shall bear fees or charges, if any, imposed by the lenders to execute the subordination agreements, attached hereto as Exhibit D-1 and Exhibit D-2.

The County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County of El Dorado.

6. WARRANTIES.

Seller warrants that:

A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

B. Seller has no knowledge of any pending litigation involving the Property.

C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

7. WAIVER OF AND RELEASE OF CLAIMS.

This Agreement is full consideration for all claims and damage that Seller may have relating to the Project for which the Easements are conveyed and purchased and Seller hereby waives any and all claims of Seller relating to Project that may exist on the date of this Agreement.

8. POSSESSION.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements as described in Exhibits B and C by County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements to the Angora Creek Fisheries/Stream Environment Zone (SEZ) Enhancement Project #JN95161, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by the Seller. The amount of compensation shown in Section 2 herein includes, but is not

limited to, full payment for such possession and use, including damages, if any, from said date.

9. CONSTRUCTION CONTRACT WORK. County will be performing construction work on Seller's property as generally authorized in the documents entitled, Angora Creek Fisheries/Stream Environment Zone (SEZ) Enhancement Project #JN95161 and generally include the following items of work:

(i) County or County contractor or authorized agent will remove any trees, stumps, shrubs, or landscape improvements in conflict with the proposed improvements to be constructed.

(ii) County or County contractor or authorized agent will construct drainage improvements which may include but are not limited to a buried pipe, re-vegetation over the backfilled pipe, and irrigation.

All work done under this Agreement shall conform to said plans and any approved changes thereto, and to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed and relocated, or reconstructed by the County, shall be left in as good condition as found.

10. PERMIT TO ENTER FOR CONSTRUCTION PURPOSES.

Permission is hereby granted to County or its authorized agent to enter Seller's Property, identified as Assessor's Parcel Number 033-524-01, where necessary, to perform the construction work as described in Section 9 of the Agreement.

11. TAXES

Seller authorizes Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the Property prior to Close of Escrow.

12. ASSESSMENTS.

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges or liens imposed upon the Property by any federal, state or local

government agency, including but not limited to the South Tahoe Public Utility District. Seller agrees to indemnify and hold County harmless from any claims arising therefrom.

Seller authorizes Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent assessments, bonds, charges or liens, together with penalties and interest thereon, which shall be cleared from the Property prior to Close of Escrow.

13. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

14. REAL ESTATE BROKER.

Neither Seller nor County has employed a broker or sales agent in connection with the purchase and sale of the Easements and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.

A. Seller shall execute and County shall deliver to Escrow Holder the fully executed Grant of Drainage Easement and Temporary Construction Easement prior to the Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow funds in an amount equal to the Purchase Price plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificates of Acceptance to be attached to and recorded with the Easements.

- C. Escrow Holder shall:
- (i) Record the Easement Deeds together with County's Certificates of Acceptance;
  - (ii) Cause the policy of title insurance to be issued;
  - (iii) Deliver the Purchase Price to Seller minus the prorations, costs, fees and expenses to be borne by Seller as herein provided; and
  - (iv) Record the Subordination Agreements.

16. TIME OF THE ESSENCE.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the purchase and sale contemplated hereby shall be null and void.

17. BEST EFFORTS.

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

18. NOTICES.

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County 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:

**SELLER: Patrick B. Hennessy**  
**750 Angora Creek Drive**  
**South Lake Tahoe, CA 96150**

Patrick B. Hennessy, Trustee  
APN 033-524-01  
#JN95161  
Escrow No. 203-7182

COUNTY: COUNTY OF EL DORADO  
Department of Transportation  
924B Emerald Bay Road  
South Lake Tahoe, CA 96150

19. ATTORNEY'S FEES. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

20. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

21. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

22. GOVERNING LAW.

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

23. HEADINGS.

The heading of the paragraphs and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. WAIVER.

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

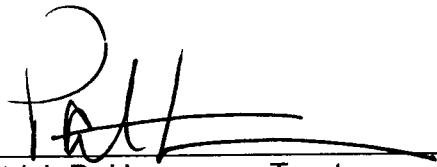
Patrick B. Hennessy, Trustee  
APN 033-524-01  
#JN95161  
Escrow No. 203-7182

25. EFFECTIVE DATE.

This Agreement shall be effective as of the last date written below.

**SELLER: Patrick B. Hennessy, Trustee of the Patrick B. Hennessy Trust Dated July 18, 2008**

Dated: 3/4/10

  
\_\_\_\_\_  
Patrick B. Hennessy, Trustee

**COUNTY OF EL DORADO**

Date: \_\_\_\_\_

\_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors

ATTEST:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk



## **Exhibit A**

### **DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

LOT 554, OF MOUNTAIN VIEW ESTATES UNIT NO. 5, FILED AUGUST 4, 1961, IN BOOK C OF MAPS, AT PAGE 81, EL DORADO COUNTY RECORDS.

**A.P.N. 033-524-01**

**EXHIBIT "B"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

**APN: 033-524-01**

Project: Angora Creek Fisheries/Stream Environment  
Zone (SEZ) Enhancement Project # JN95161

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**GRANT OF DRAINAGE EASEMENT**

For a valuable consideration, receipt of which is hereby acknowledged, **PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008**, does hereby grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, an easement for the inspection, repair, and maintenance of storm drainage, erosion control, and appurtenant improvements thereto on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit A and shown on the map in Exhibit B attached hereto. Said easement is to consist of, but not be limited to the following:

- (a) The right to keep, repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, **Angora Creek Fisheries/Stream Environment Zone (SEZ) Enhancement Project #JN95161**.
- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Patrick B. Hennessy, Trustee of the Patrick B. Hennessy  
Trust Dated July 18, 2008

**(A Notary Public must acknowledge all signatures)**

**Exhibit 'A'**

All that certain property situate in the southwest one quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California. Being a portion of Lot 554, of that particular subdivision map filed in book C of maps at page 81 titled "Mountain View Estates Subdivision Unit No. 5", official records said county and state, described as follows:

The westerly 25.0' of the southerly 50.0', together with the northerly 30' of the westerly 10' of the southerly 80' of said lot containing 1,657 square feet (0.04 acres) 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 Lot 554 for dedication to the County of El Dorado as an easement for drainage purposes.

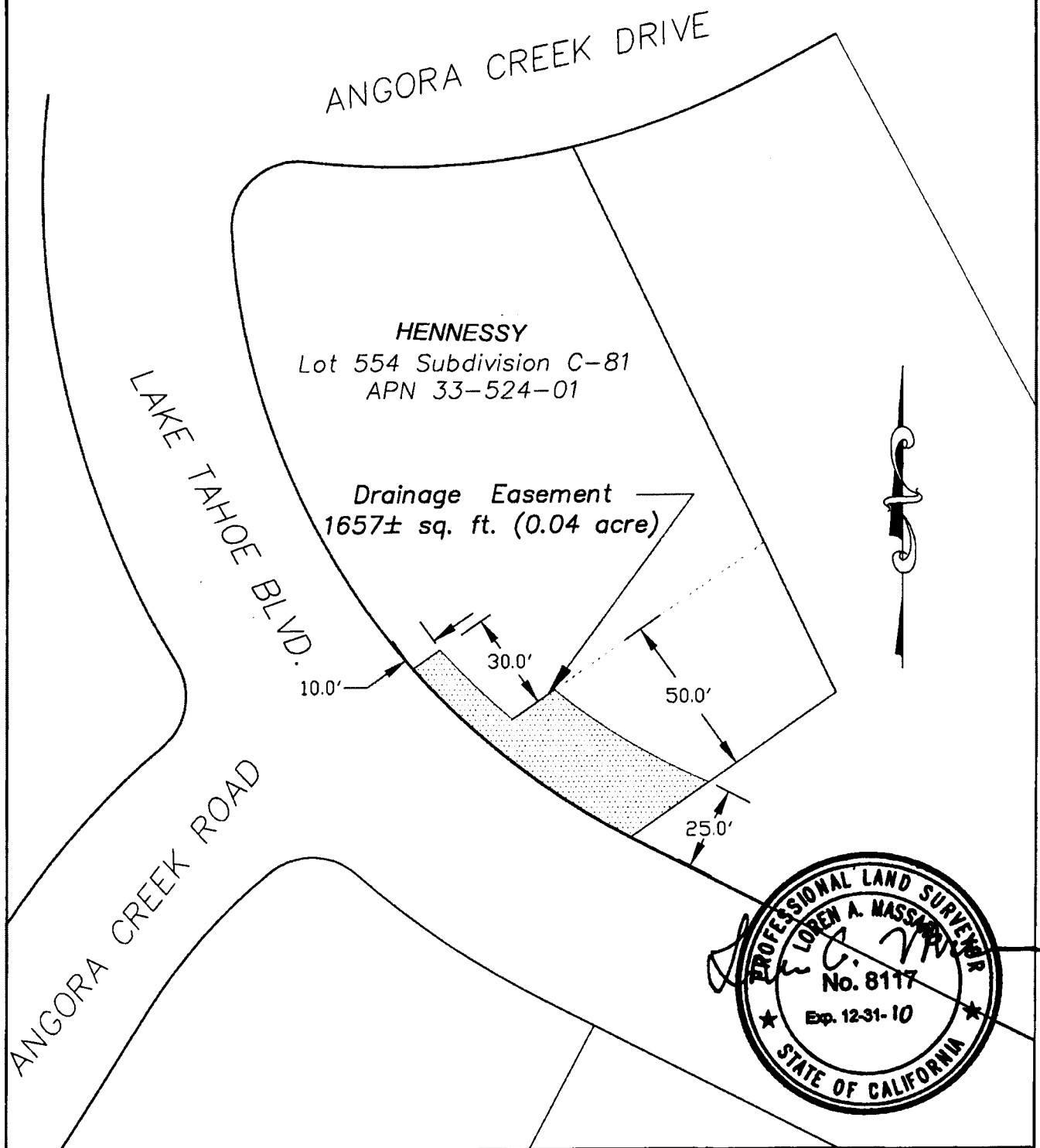
  
Loren A. Massaro, P.L.S. 8117

06.24.2009  
Date



Exhibit 'B'

Situate in Section 18, Township 12 North, Range 18 East, M.D.M.  
El Dorado County State of California  
May 2009 1" = 40'



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

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### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Drainage Easement Deed dated \_\_\_\_\_, 20\_\_\_\_, from **PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008,** 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: 033-524-01

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

Norma Santiago, Chair  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

APN: 033-524-01

Project: Angora Creek Fisheries/Stream Environment  
Zone (SEZ) Enhancement Project # JN95161

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**TEMPORARY CONSTRUCTION EASEMENT**

**PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008**, 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 by reference is made a part hereof.**

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

1. In consideration of \$4,008.90 (Four-thousand eight Dollars, and 90/100ths) 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 Angora Creek Fisheries/Stream Environment Zone (SEZ) Enhancement Project (Project). 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 18 (Eighteen) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 18 (Eighteen) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$246.34 (Two hundred Forty-six Dollars and 34/100ths, exactly) monthly, will be paid to the 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: Patrick B. Hennessy, Trustee of the Patrick B. Hennessy Trust dated July 18, 2008**

Executed on: \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Patrick B. Hennessy, Trustee of the Patrick B. Hennessy Trust dated July 18, 2008

**(A Notary Public must acknowledge all signatures)**

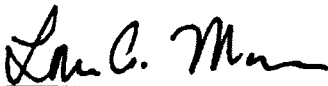
**Exhibit 'A'**

All that certain property situate in the southwest one quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California. Being a portion of Lot 554, of that particular subdivision map filed in book C of maps at page 81 titled "Mountain View Estates Subdivision Unit No. 5", official records said county and state, described as follows:

The southerly 50.0' of said lot, excluding therefrom the westerly 25.0' of said southerly 50.0' of said lot containing 3,165 square feet (0.07 acres) 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 Lot 554 for dedication to the County of El Dorado as an easement for construction purposes.



Loren A. Massaro, P.L.S. 8117

06-24-2009

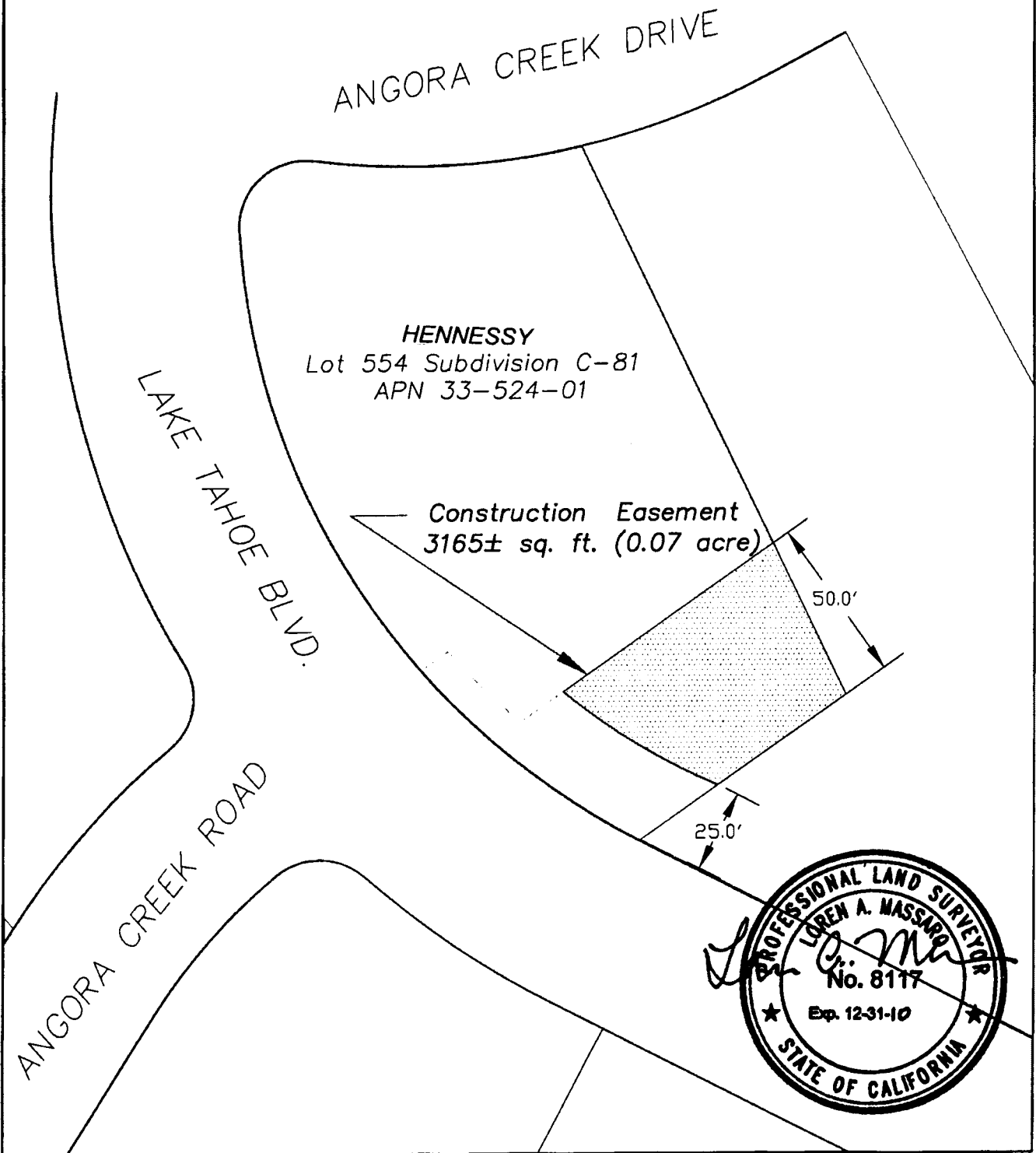
Date





Exhibit 'B'

Situate in Section 18, Township 12 North, Range 18 East, M.D.M.  
El Dorado County State of California  
May 2009 1" = 40'



RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Temporary Construction Easement dated \_\_\_\_\_, 2010, from **PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008**, 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: 033-524-01

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT D-1

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

APN: 033-524-01

Project: Angora Creek Fisheries/Stream Environment  
Zone (SEZ) Enhancement Project # JN95161

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**CONSENT TO EASEMENT AND  
AGREEMENT TO SUBORDINATE**

This Consent to Easement and Agreement to Subordinate ("Agreement") is entered into between **PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008** ("Trustor") and **COUNTRYWIDE BANK, N. A.** ("Lender") with reference to the following facts:

RECITALS

A. Trustor owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. Using the Property as security, Trustor borrowed funds in the original principal amount of \$494,400.00 from **COUNTRYWIDE BANK, N. A.** (the "Indebtedness").

C. A deed of trust evidencing the original Indebtedness was recorded against the Property May 31, 2006, as instrument No. 2006-36265, of the Official Records of the County of El Dorado (the "Deed of Trust").

D. Under the terms of that certain "Easement Acquisition Agreement" between the County of El Dorado ("the County") and Trustor herein dated as of \_\_\_\_\_, 2010, Trustor has agreed to grant to the County a drainage easement and temporary construction easement, situated along a strip of land located on the subject Property for the purpose of repairing, operating and maintaining certain improvements, and appurtenant improvements pursuant to the County Public works project entitled **Angora Creek Fisheries/Stream Environment Zone (SEZ) Enhancement Project #JN95161** (the "Easements"). The Easements are described in Exhibits A and A-1 and depicted on the plat maps in Exhibits B and B-1 attached hereto.

E. In order to facilitate the grant of the Easements by Trustor to County, and recognizing that the granting of the Easements is not a detriment to Lender's security for the Indebtedness, Lender will consent to the granting of the Easements by Trustor and enter into this Agreement on the terms and conditions stated herein.

AGREEMENT

1. Lender hereby consents to the grant of the Easements to the County and, for and in consideration of the public benefits to be derived from the inspection, repair

and maintenance of the improvements on the Easements, Lender agrees to subordinate its priority of title to the easement rights granted to County by said Easement Acquisition Agreement and the Grant of Drainage Easement. In addition, Lender hereby agrees to subordinate all liens or assessments that it may have or may hereafter acquire on the Property to the Easements acquired by the County.

2. In the event that Lender forecloses its Deed of Trust and takes title to the Property, Lender agrees that it shall take such title subject to the Easements and Easement Deed.

3. Lender acknowledges that it intentionally subordinates the priority of its security interest in the Property as evidenced by the Deed of Trust in favor of the rights of County in and to the Easements and the Easement Deed.

4. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

5. This Agreement contains the entire agreement between the parties hereto relating to the subordination of Lender's security interest in the Property to County's rights in and to the Easements and the Grant of Easement referred to above, and any agreements, understandings or representations not contained in this Agreement shall be null and void.

6. In any action at law or in equity between the parties hereto relating to this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

7. This Agreement shall be effective as of the last date written below.

8. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**Countrywide Bank, N. A.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Patrick B. Hennessy, Trustee of the Patrick B. Hennessy Trust dated July 18, 2008

**(A Notary Public must acknowledge all signatures)**

**Exhibit 'A'**

All that certain property situate in the southwest one quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California. Being a portion of Lot 554, of that particular subdivision map filed in book C of maps at page 81 titled "Mountain View Estates Subdivision Unit No. 5", official records said county and state, described as follows:

The westerly 25.0' of the southerly 50.0', together with the northerly 30' of the westerly 10' of the southerly 80' of said lot containing 1,657 square feet (0.04 acres) more or less. See Exhibit 'B', attached hereto and made a part hereof.

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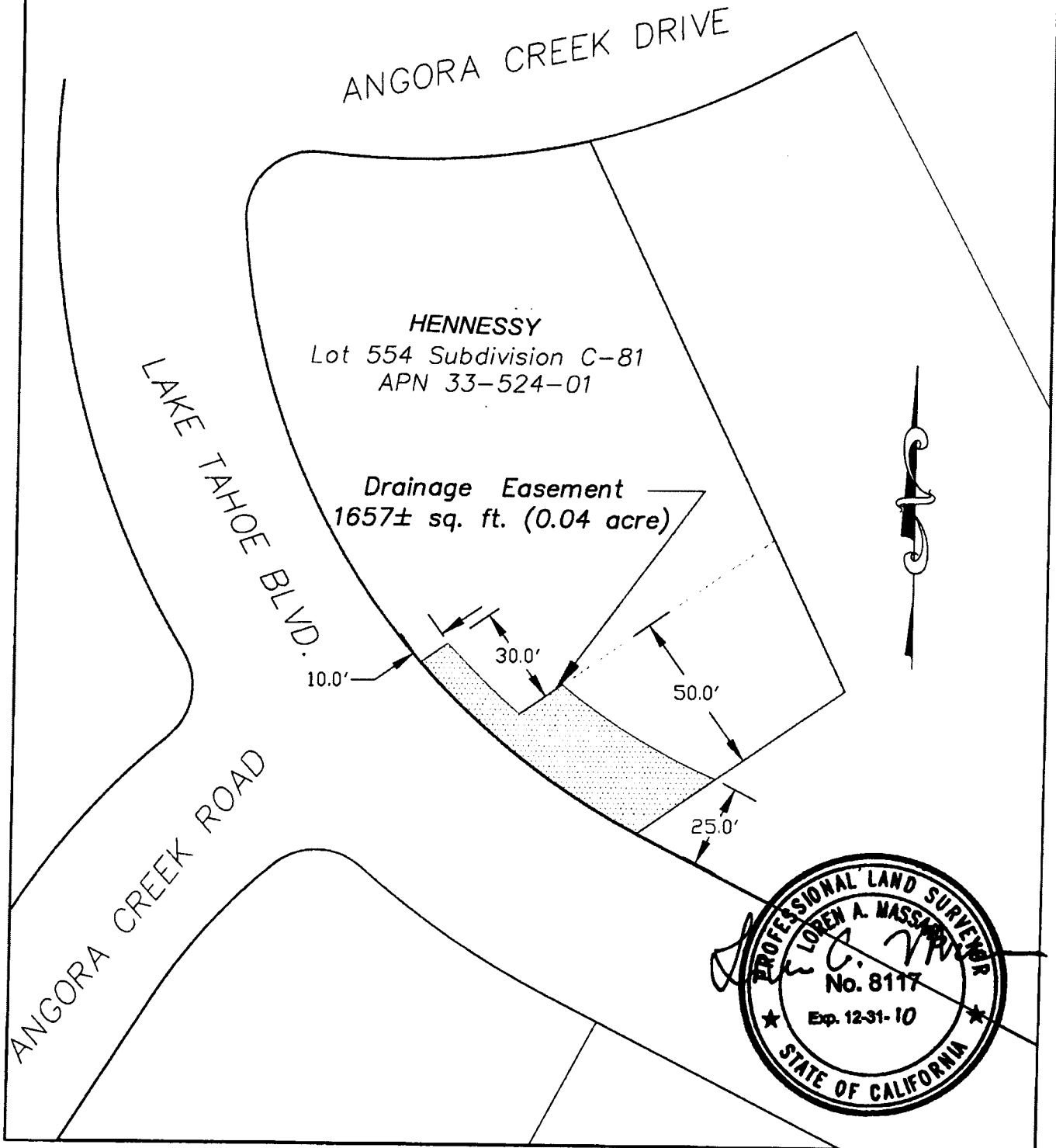
  
Loren A. Massaro, P.L.S. 8117

06.24.2009  
Date



Exhibit 'B'

Situate in Section 18, Township 12 North, Range 18 East, M.D.M.  
El Dorado County State of California  
May 2009 1" = 40'



**Exhibit 'A' -1**

All that certain property situate in the southwest one quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California. Being a portion of Lot 554, of that particular subdivision map filed in book C of maps at page 81 titled "Mountain View Estates Subdivision Unit No. 5", official records said county and state, described as follows:

The southerly 50.0' of said lot, excluding therefrom the westerly 25.0' of said southerly 50.0' of said lot containing 3,165 square feet (0.07 acres) more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

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Loren A. Massaro, P.L.S. 8117

06-24-2009  
Date



Exhibit 'B'-1

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El Dorado County State of California  
May 2009 1" = 40'

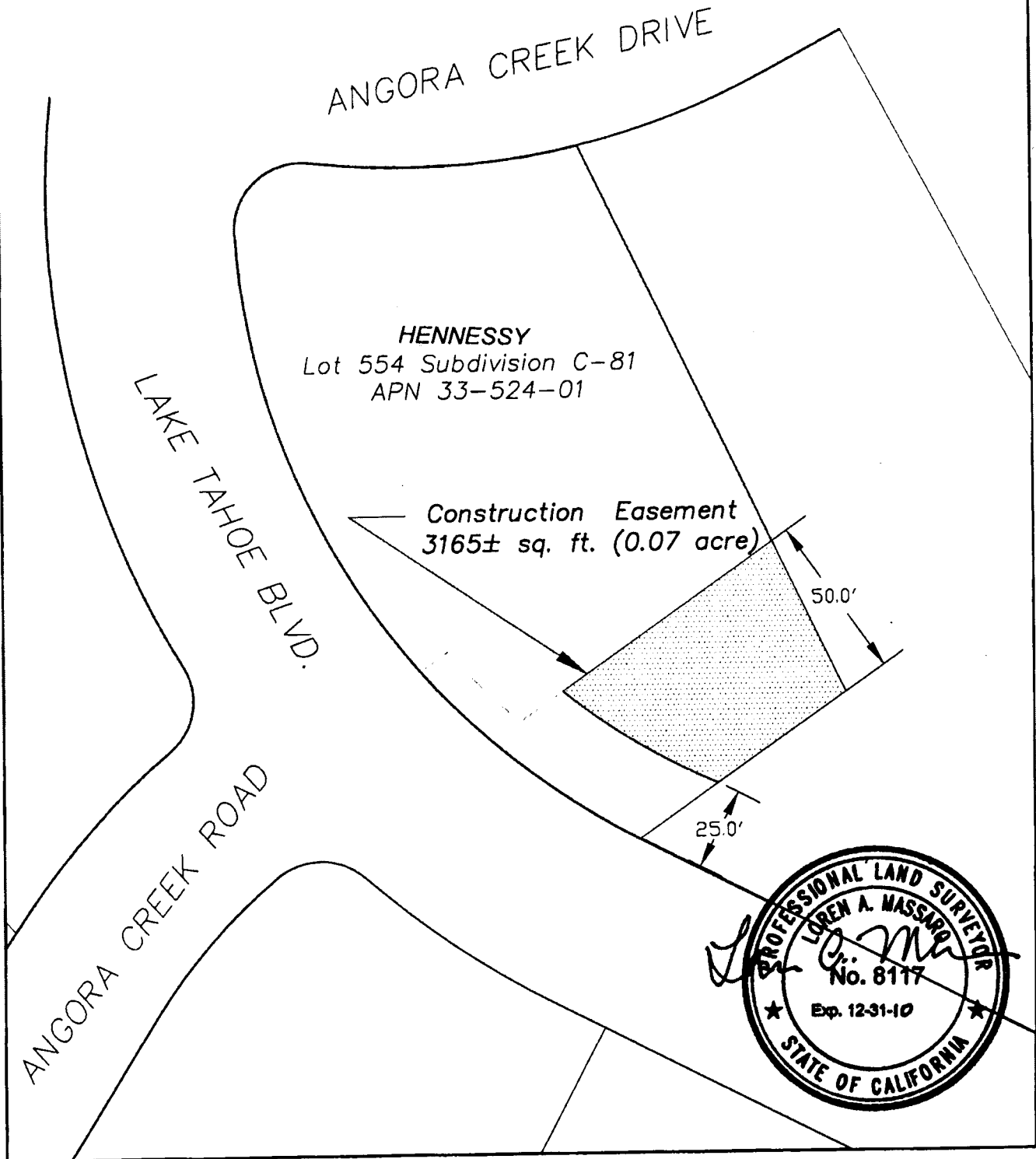




EXHIBIT D-2

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN: 033-524-01

Project: Angora Creek Fisheries/Stream Environment  
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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**CONSENT TO EASEMENT AND  
AGREEMENT TO SUBORDINATE**

This Consent to Easement and Agreement to Subordinate ("Agreement") is entered into between **PATRICK B. HENNESSY, TRUSTEE OF THE PATRICK B. HENNESSY TRUST DATED JULY 18, 2008** ("Trustor") and **JOHN DUNN AND MYRNA DUNN, HUSBAND AND WIFE, AS JOINT TENANTS** ("Lender") with reference to the following facts:

RECITALS

A. Trustor owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. Using the Property as security, Trustor borrowed funds in the original principal amount of \$106,000 from John Dunn and Myrna Dunn, husband and wife, as joint tenants (the "Indebtedness").

C. A deed of trust evidencing the original Indebtedness was recorded against the Property June 13, 2006, as instrument No. 06-40621, of the Official Records of the County of El Dorado (the "Deed of Trust").

D. Under the terms of that certain "Easement Acquisition Agreement" between the County of El Dorado ("the County") and Trustor herein dated as of \_\_\_\_\_, 2010, Trustor has agreed to grant to the County a drainage easement and temporary construction easement, situated along a strip of land located on the subject Property for the purpose of repairing, operating and maintaining certain improvements, and appurtenant improvements pursuant to the County Public works project entitled **Angora Creek Fisheries/Stream Environment Zone (SEZ) Enhancement Project #JN95161** (the "Easements"). The Easements are described in Exhibits A and A-1 and depicted on the plat maps in Exhibits B and B-1 attached hereto.

E. In order to facilitate the grant of the Easements by Trustor to County, and recognizing that the granting of the Easements is not a detriment to Lender's security for the Indebtedness, Lender will consent to the granting of the Easements by Trustor and enter into this Agreement on the terms and conditions stated herein.

AGREEMENT

1. Lender hereby consents to the grant of the Easements to the County and, for and in consideration of the public benefits to be derived from the inspection, repair

and maintenance of the improvements on the Easements, Lender agrees to subordinate its priority of title to the easement rights granted to County by said Easement Acquisition Agreement and the Grant of Drainage Easement. In addition, Lender hereby agrees to subordinate all liens or assessments that it may have or may hereafter acquire on the Property to the Easements acquired by the County.

2. In the event that Lender forecloses its Deed of Trust and takes title to the Property, Lender agrees that it shall take such title subject to the Easements and Easement Deed.

3. Lender acknowledges that it intentionally subordinates the priority of its security interest in the Property as evidenced by the Deed of Trust in favor of the rights of County in and to the Easements and the Easement Deed.

4. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

5. This Agreement contains the entire agreement between the parties hereto relating to the subordination of Lender's security interest in the Property to County's rights in and to the Easements and the Grant of Easement referred to above, and any agreements, understandings or representations not contained in this Agreement shall be null and void.

6. In any action at law or in equity between the parties hereto relating to this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

7. This Agreement shall be effective as of the last date written below.

8. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Beneficiaries:

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
JOHN DUNN

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
MYRNA DUNN

Trustor:

Dated: \_\_\_\_\_  
Patrick B. Hennessy, Trustee of the Patrick B.  
Hennessy Trust Dated July 18, 2008

**(A Notary Public must acknowledge all signatures)**

**Exhibit 'A'**

All that certain property situate in the southwest one quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California. Being a portion of Lot 554, of that particular subdivision map filed in book C of maps at page 81 titled "Mountain View Estates Subdivision Unit No. 5", official records said county and state, described as follows:

The westerly 25.0' of the southerly 50.0', together with the northerly 30' of the westerly 10' of the southerly 80' of said lot containing 1,657 square feet (0.04 acres) 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 Lot 554 for dedication to the County of El Dorado as an easement for drainage purposes.

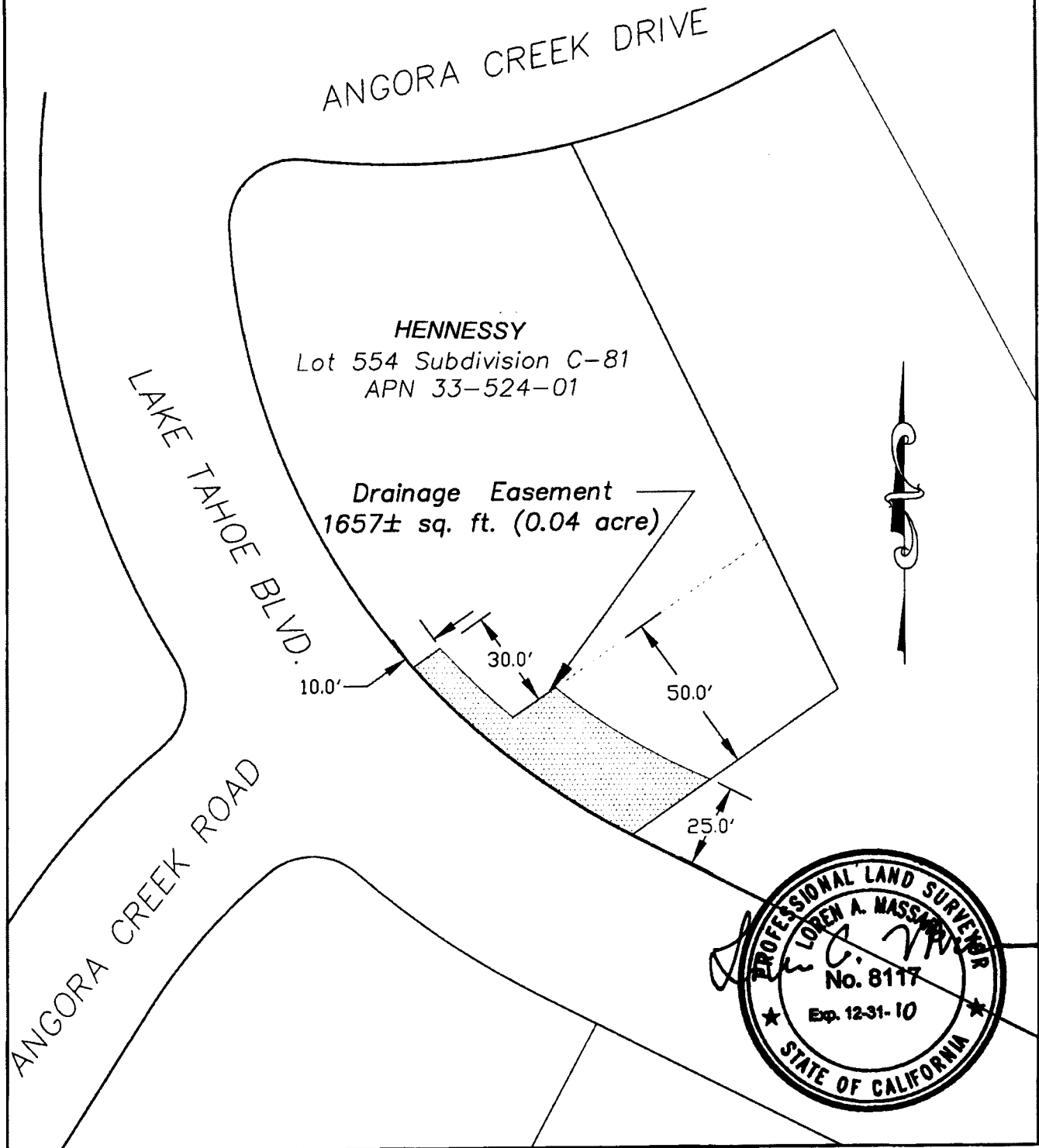
  
Loren A. Massaro, P.L.S. 8117

00.24.2009  
Date



Exhibit 'B'

Situate in Section 18, Township 12 North, Range 18 East, M.D.M.  
El Dorado County State of California  
May 2009 1" = 40'



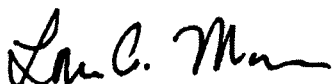
**Exhibit 'A' -1**

All that certain property situate in the southwest one quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California. Being a portion of Lot 554, of that particular subdivision map filed in book C of maps at page 81 titled "Mountain View Estates Subdivision Unit No. 5", official records said county and state, described as follows:

The southerly 50.0' of said lot, excluding therefrom the westerly 25.0' of said southerly 50.0' of said lot containing 3,165 square feet (0.07 acres) 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 Lot 554 for dedication to the County of El Dorado as an easement for construction purposes.



Loren A. Massaro, P.L.S. 8117

06-24-2009

Date



Exhibit 'B'-1

Situate in Section 18, Township 12 North, Range 18 East, M.D.M.  
El Dorado County State of California  
May 2009 1" = 40'

