

Seller: Borsoff Trust  
APN: 098-160-01  
Project#: 73358  
Escrow#: 205-12834

## EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (“County”), and **EUGENE N. BORSOFF, TRUSTEE OF THE ANTONINA T. BORSOFF TRUST, DATED MAY 8, 1992**, referred to herein as (“Seller”), with reference to the following facts:

### RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto, as Exhibit A (the “Property”).
- B. Seller desires to sell and County desires to acquire for public purposes, an interest in the Property, as a Slope and Drainage Easement, as described and depicted in Exhibit B, and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Property”, 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. ACQUISITION

Seller hereby agrees to sell to County, and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Property, as described and depicted in the attached Exhibit B, and the exhibits thereto.



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**2. JUST COMPENSATION**

The just compensation for the Acquisition Property is in the amount of \$1,058.00 for the Slope and Drainage Easement, and \$1,000.00 for the loss of several trees outside of the current right of way, increased to a total not-to-exceed amount of \$2,100.00 (Two thousand one hundred dollars, exactly), which represents the total amount of compensation to Seller.

**3. ESCROW**

The acquisition of the Acquisition Property shall be consummated by means of Escrow No. 205-12834, which has been opened at Placer Title Company ("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 Slope and Drainage Easement, from Seller to County for the Acquisition Property. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than December 31, 2012, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and



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- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant of Slope and Drainage Easement, and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

- A. Seller shall by Grant of Slope and Drainage Easement, convey to the County, the Acquisition Property free and clear of title defects, liens, encumbrances, that would render the Acquisition Property unsuitable for their intended purposes, as outlined herein.

**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

Seller acknowledges that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant of Slope and Drainage Easement, being conveyed by Seller, and as shown in Exhibit B, and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements,

Seller's Initials



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and encroachments on the Property from adjacent property, 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 Acquisition Property.

**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 Acquisition Property by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements adjacent to Pleasant Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. The amount of the just 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. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Property is conveyed and purchased, and Seller hereby waives





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any and all claims of Seller relating to said project that may exist on the date of this Agreement.

**10. 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.

**11. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Property, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

**12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Seller shall execute and deliver to Escrow Holder the Grant of Slope and Drainage Easement prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Grant of Slope and Drainage Easement.
- C. Escrow Holder shall:
  - (i) Record the Grant of Slope and Drainage Easement described and depicted in Exhibit

Seller's Initials



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B, and the exhibits thereto, together with County's Certificate of Acceptance.

(ii) Deliver the just compensation to Seller.

**13. TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

**14. 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.

**15. 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: Eugene N. Borsoff, Trustee of the  
Antonina T. Borsoff Trust, Dated May 9, 1992  
1568 - 49<sup>th</sup> Street  
Sacramento, CA 95819**

Seller's Initials



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**COUNTY:** County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667

**COPY TO:** County of El Dorado  
Department of Transportation  
Attn: Right of Way Unit  
2850 Fairlane Court  
Placerville, CA 95667

**16. 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.

**17. 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.

**18. HEADINGS**

The headings of the articles 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.

**19. 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.

Seller's Initials



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**20. ATTORNEY'S FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

**21. LEASE WARRANTY PROVISION**

Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

**22. CONSTRUCTION CONTRACT WORK**

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

- A. County or County's contractor or authorized agent will conform existing driveway entrance to the new paved street section and pave it back at least 15 feet.
- B. The County or County's contractor or authorized agent will remove and replace in-kind any existing fencing, to be located behind the permanent easement line.

All work done under this Agreement shall conform 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.

**23. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 098-160-01) where necessary to perform the replacement and/or





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construction described in Section 22 of this Agreement. Seller understands and agrees that after completion of the work described in Section 22, the improvements will be considered Seller's sole property and Seller will be responsible for their maintenance and upkeep and repair.

**24. EFFECTIVE DATE**

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

**25. 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.

**SELLER:**

By: Eugene N. Borsoff, Trustee of the Antonina T. Borsoff Trust dated May 8, 1992 Date: 6-27-12

**EUGENE N. BORSOFF, TRUSTEE OF THE ANTONINA T. BORSOFF TRUST, DATED MAY 8, 1992**

**COUNTY OF EL DORADO:**

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

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

**John R. Knight, Chair  
Board of Supervisors**

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

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

Seller's Initials 

**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:

**PARCEL ONE:**

**ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER FROM WHENCE THE NORTH QUARTER CORNER OF SECTION 33 BEARS NORTH 89 DEG 28' EAST 298.33 FEET AND NORTH 17 DEG 53' 30" EAST 1416.25 FEET; THENCE FROM SAID POINT OF BEGINNING 89 DEG 28' WEST 436.57 FEET TO THE NORTHERLY BOUNDARY OF THE RIGHT OF WAY OF THE DIAMOND AND CALDOR RAILROAD; THENCE ALONG SAID NORTHERLY BOUNDARY OF SAID RIGHT OF WAY, PARALLEL TO AND 30 FEET DISTANT FROM THE SAID RAILROAD CURVING FROM POINT TO POINT AS FOLLOWS: SOUTH 48 DEG 13' EAST 106.5 FEET; SOUTH 53 DEG 46' EAST 73.2 FEET; SOUTH 64 DEG 22' EAST 101.1 FEET; SOUTH 60 DEG 48' EAST 87.6 FEET; SOUTH 35 DEG 14' EAST 32.5 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED BY PETER BRUNELLI, JR., ET UX, TO FIRST BAPTIST CHURCH OF DIAMOND SPRINGS BY DEED RECORDED IN BOOK 582 AT PAGE 257, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE LEAVING SAID RAILROAD RIGHT OF WAY NORTH 53 DEG 46' EAST 44.02 FEET; THENCE NORTH 20 DEG 17' EAST 218.52 FEET TO THE POINT OF BEGINNING.**

**PARCEL TWO:**

**A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO JAMES W. PILLSBURY, ET UX, RECORDED MARCH 12, 1962, IN BOOK 583 AT PAGE 624, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHWEST LINE OF SAID PILLSBURY PARCEL AS FOLLOWS: SOUTH 48 DEG 13' EAST 106.5 FEET; SOUTH 53 DEG 46' EAST 73.2 FEET; SOUTH 64 DEG 22' EAST 101.1 FEET; SOUTH 60 DEG 48' EAST 87.6 FEET AND SOUTH 36 DEG 14' EAST 32.5 FEET TO THE MOST SOUTHERLY CORNER OF SAID PILLSBURY PARCEL; THENCE SOUTH 53 DEG 46' WEST TO THE NORTHEAST LINE OF THE COUNTY ROAD KNOWN AS PLEASANT VALLEY ROAD; THENCE NORTHWESTERLY ALONG SAID NORTHEAST LINE TO THE DIRECT EXTENSION SOUTH 89 DEG 28' WEST FROM POINT OF BEGINNING; THENCE NORTH 89 DEG 28' EAST TO THE POINT OF BEGINNING.**

**A.P.N. 098-160-01-100**

**Exhibit B**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

Assessor's Parcel Number 098-160-01  
Antonina T. Borsoff Trust

Above section for Recorder's use

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

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**For Valuable Consideration**, receipt of which is hereby acknowledged, **EUGENE N. BORSOFF, TRUSTEE OF THE ANTONINA T. BORSOFF TRUST, DATED MAY 8, 1992**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction and maintenance of drainage facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**See Exhibits A & B, attached hereto and made a part hereof.**

**GRANTOR**

*Eugene N. Borsoff, Trustee of the  
Antonina T. Borsoff Trust,  
dated May 8, 1992*

Date: 6-27-12

Eugene N. Borsoff, Trustee of the  
Antonina T. Borsoff Trust, Dated May 8, 1992

**(All signatures must be acknowledged by a Notary Public)**

**Exhibit 'A'**

All that certain property situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 33, Township 10 North, Range 11 East, M.D.M., County of El Dorado, State of California, being a portion of the parcel described in the deed to the Antonina T. Borsoff Trust, recorded May 20, 1992 in Book 3788 of Official Records, El Dorado County at Page 702, more particularly described as follows:

All the said parcel lying southerly of the following described line: Beginning at a point on the easterly line of said Borsoff Trust parcel, from which the northeast corner of said Borsoff Trust parcel bears the following two courses; (1) North 53°46'00" East 129.91 feet, (2) North 20°17'00" East 218.52 feet.


Said Point of Beginning being the start of a non-tangent curve concave to the southwest having a radius of 4,035.00 feet, to which a radial line bears North 42°05'08" East; thence leaving said easterly line, northwesterly along said curve, through a central angle of 02°43'30" a distance of 191.91 feet, said curve being subtended by a chord which bears North 49°16'39" West 191.90 feet; thence South 39°21'36" West 10.00 feet to the northerly boundary of Pleasant Valley Road (77) per the 1948 road improvement plans titled "Federal Aid Secondary Project No. S-1095(1)" on file at the office of the El Dorado County Department of Transportation in Placerville California.

Containing 1,907 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 Document 3788 of Official Records at Page 702 as an easement for slope and drainage.

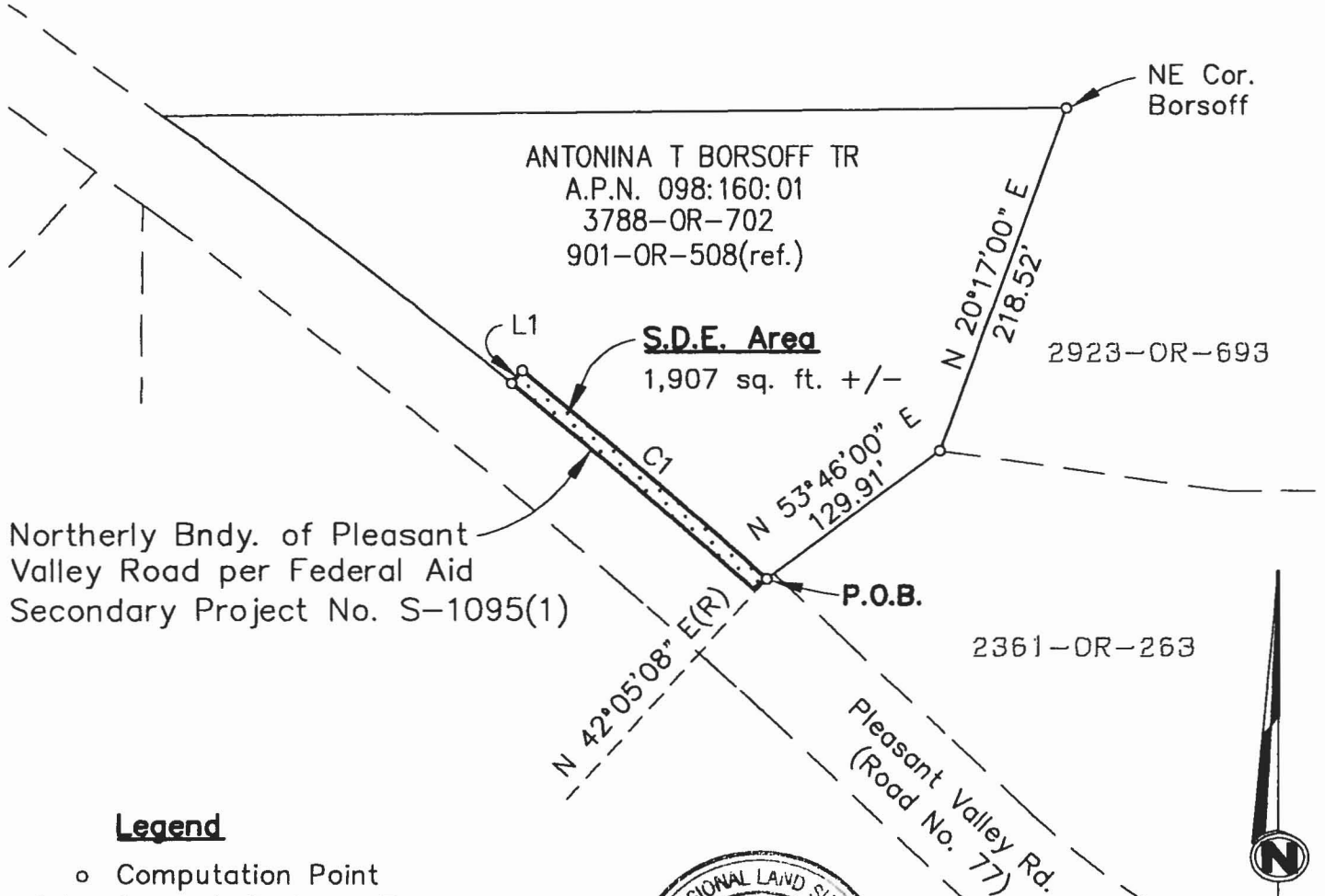
  
Philip R. Mosbacher, P.L.S. 7189

1/03/11  
Date



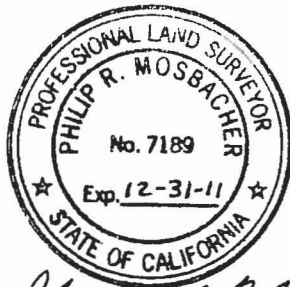
# Exhibit 'B'

Situate in Southeast One-Quarter of the Northwest One-Quarter of Section 33, T. 10 N., R. 11 E., M.D.M.  
 County of El Dorado, State of California  
 Scale 1" = 100'



**Legend**

- o Computation Point
- S.D.E.** Slope & Drainage Easement
- P.O.B.** Point of Beginning



*Philip R. Mosbacher*

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	S39°21'36"W	10.00'

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C1	4,035.00'	191.91'	02°43'30"	N49°16'39"W	191.90'



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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Board of Supervisors  
330 Fair Lane  
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Assessor's Parcel Number 098-160-01  
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**See Exhibits A & B, attached hereto and made a part hereof.**

### GRANTOR

 Date: 2-2-2012  
~~Antonina T. Borsoff Trust Dated May 8, 1992~~  
Eugene N. Borsoff, Trustee of the  
Antonina T. Borsoff Trust, Dated May 8, 1992

**(All signatures must be acknowledged by a Notary Public)**

**Exhibit 'A'**

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All the said parcel lying southerly of the following described line: Beginning at a point on the easterly line of said Borsoff Trust parcel, from which the northeast corner of said Borsoff Trust parcel bears the following two courses; (1) North 53°46'00" East 129.91 feet, (2) North 20°17'00" East 218.52 feet.

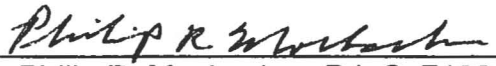
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Containing 1,907 square feet more or less.

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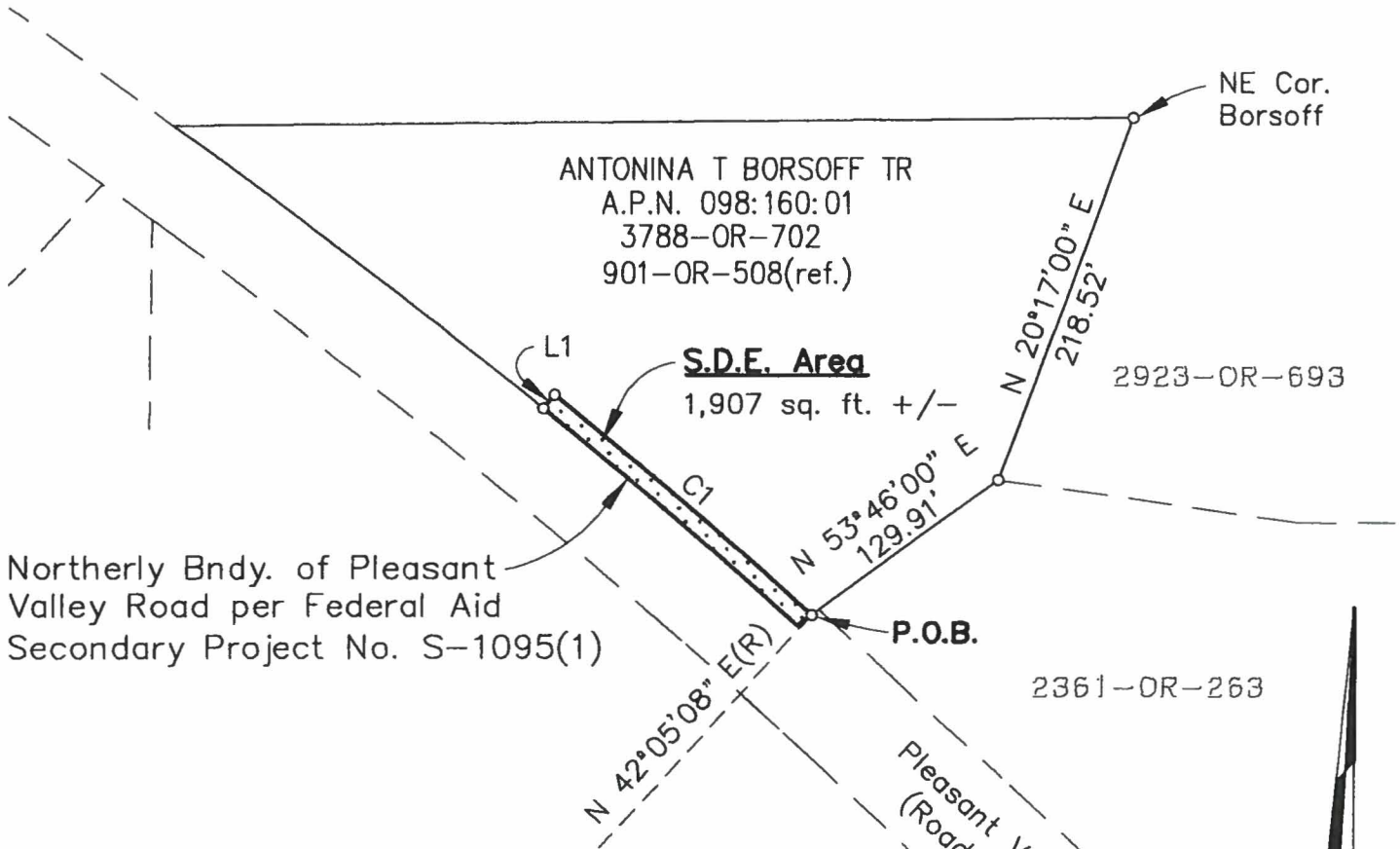
  
Philip R. Mosbacher, P.L.S. 7189

1/03/11  
Date

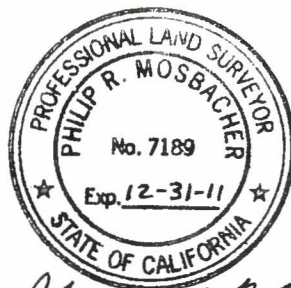


# Exhibit 'B'

Situatē in Southeast One-Quarter of the Northwest  
One-Quarter of Section 33, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California  
Scale 1" = 100'



- Legend**
- Computation Point
  - S.D.E.** Slope & Drainage Easement
  - P.O.B.** Point of Beginning



*Philip R. Mosbacher*

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RECORDING REQUESTED BY AND  
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Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

APN 098-160-01  
Antonina T. Borsoff Trust

Above section for Recorder's use

### CERTIFICATE OF ACCEPTANCE

**This is to certify** that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated \_\_\_\_\_ from **Eugene N. Borsoff, Trustee of the Antonina T. Borsoff Trust Dated May 8, 1992**, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### COUNTY OF EL DORADO

By: \_\_\_\_\_  
John Knight, Chair  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of EL DORADO

On FEB 2, 2012 before me, DORI FLOYD, NOTARY PUBLIC

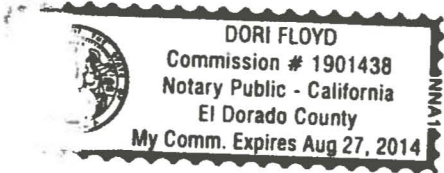
personally appeared EUGENE N. BORSOFF

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 [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: GRANT OF SLOPE AND DRAINAGE EASEMENT

Document Date: FEBRUARY 2, 2012 Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: EUGENE N. BORSOFF Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_