

Seller: Brown
APN: 327-190-32
Project#: 71336
Escrow#: 205-9782

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 NINA BROWN, SURVIVING JOINT TENANT, 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, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto and a Public Utility Easement as described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Properties”, 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 Properties, as described and depicted in the attached Exhibit B and C and the exhibits thereto. The terms of the Public Utility Easement shall be the terms set forth in Exhibit C, which is attached hereto and hereby incorporated by reference and made a part

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hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$5,400.00 for fee title and \$800.00 for the Public Utility Easement, for a total of \$6,200.00 (Six-Thousand Two-hundred Dollars, exactly). Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$6,200.00.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9782 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 Deed and Public Utility Easement from Seller to County for the Acquisition Properties. 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 July 31, 2008 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; and

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

5. TITLE

Seller shall by Grant Deed and Public Utility Easement, convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.205-9782 dated March 22, 2007, if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 as listed in said preliminary title report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. 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, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

6. WARRANTIES

Seller warrants that:

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

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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.
- B. 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.
- C. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

7. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

8. 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 AT&T and Pacific Gas & Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any

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amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents and warrants that, to the best of Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

10. 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 Properties described in the Grant Deed and the Public Utility Easement 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 U.S. Highway 50, 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.

11. 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 Properties are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

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12. 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.

13. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, 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.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Public Utility Easement for the Acquisition Properties 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 Certificates of Acceptance to be attached to and recorded with the Grant Deed and Public Utility Easement.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed and Public Utility Easement for the Acquisition Properties described and depicted in Exhibit B and C and the exhibits thereto, together with County's Certificates of Acceptance.

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- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

15. 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.

16. 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.

17. 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: Nina Brown
C/O Nina Morning
6963 Los Olivos Way
Carmichael, CA 95608

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

Seller: Brown
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**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Program Manager
2850 Fairlane Court
Placerville, CA 95667**

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

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action or proceeding.

23. 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.

24. CONSTRUCTION CONTRACT WORK

A. 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:

- (i) County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater will be removed and placed within the new property line for Seller to use as firewood.

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.

All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

25. 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 327-190-32) where necessary, to perform the work as described in Section 24 of this Agreement.

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26. 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.

27. 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:

NINA BROWN, AS SURVIVING JOINT TENANT

Date: 3/12/08

By: *Nina Brown*
NINA BROWN

COUNTY OF EL DORADO

Date: _____

By: _____
Rusty Dupray, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: _____

Order No. 205-9782
UPDATE
Version 3

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:

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 14; THE SOUTHWEST 1/4 OF SECTION 13; THE NORTHWEST 1/4 OF SECTION 24; AND THE NORTHEAST 1/4 OF SECTION 23, ALL IN TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON FEBRUARY 20, 1979 IN BOOK 23 OF PARCEL MAPS AT PAGE 16.

A.P.N. 327-190-32-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Above section for Recorder's use

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **NINA BROWN, SURVIVING JOINT TENANT**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their name on this _____ day of _____, 2008.

GRANTOR:

NINA BROWN, SURVIVING JOINT TENANT

By: _____
Nina Brown

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

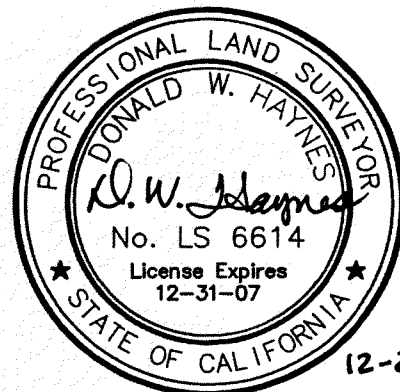
All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 23 of Parcel Maps, at Page 16, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, lying westerly of the following described line:

Beginning on the northerly boundary of Parcel C, as said parcel is shown on the map recorded in Book 25 of Parcel Maps, at Page 62, in the office of the El Dorado County Recorder, from which the northeast corner of said Section 23, marked by a 2" capped iron pipe stamped "XIII, XIV, XXIII, XXIV" bears South 41°32'35" East 177.301 meters (581.70 feet); **thence from said point of beginning** southerly along the new easterly right-of-way line of said highway the following 14 courses: 1) South 14°25'44" West 78.885 meters (258.81 feet); 2) South 19°48'16" West 84.582 meters (277.50 feet); 3) South 32°07'20" East 34.603 meters (113.53 feet); 4) South 22°45'19" West 58.343 meters (191.41 feet); 5) continuing South 22°45'19" West, 42.679 meters (140.02 feet); 6) South 51°37'22" West 42.664 meters (139.97 feet); 7) South 30°52'04" West 73.625 meters (241.55 feet); 8) South 02°25'14" West 177.590 meters (582.64 feet); 9) South 47°07'12" East 48.411 meters (158.83 feet); 10) South 11°46'33" East 11.322 meters (37.15 feet); 11) South 33°39'37" East 53.161 meters (174.41 feet); 12) South 48°22'16" East 35.374 meters (116.06 feet); 13) South 72°17'45" East 13.821 meters (45.34 feet); 14) South 36°34'00" West 13.698 meters (44.94 feet) to the existing right-of-way line of said highway and the terminus of said new right-of-way line, from which a CALTRANS 3" brass disc set in concrete, and stamped "25-197" bears North 56°39'23" West 232.658 meters (763.31 feet), containing 0.0778 hectares (0.192 acres), more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

END OF DESCRIPTION

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 0.999855.



12-22-05

Drawing Name: J:\DCA\p\71317\ARW\Exhibit Maps\327-190-32RW.dwg, Layout Tab: Model, Last Saved: Wed, 19 Oct 2005 - 7:48am, BHaynes

U. S. HWY. 50

EXHIBIT "B"

EXISTING R/W LINE

POINT OF BEGINNING

S80°09'03"E 34.415m

N18°09'59"W

51.213m

S22°45'19"W

46.384m

NEW R/W LINE

ASSESSED AREA	TAKE AREA	REMAINING AREA
16.141 Ac	0.192 Ac	15.949 Ac

BROWN, NINA
APN 327:190:32
PARCEL 1
23-PM-16



SCALE = 1:500
METRIC

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Above section for Recorder's use _____

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

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **NINA BROWN, SURVIVING JOINT TENANT**, hereinafter called GRANTOR, owner of the real property herein described, does hereby irrevocably offer for dedication to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, a public utility easement, for any and all public purposes, over, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California, described as:

DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed their name on this _____ day of _____, 2008.

GRANTOR:

NINA BROWN, SURVIVING JOINT TENANT

By: _____
Nina Brown

Notary Acknowledgements Follow

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

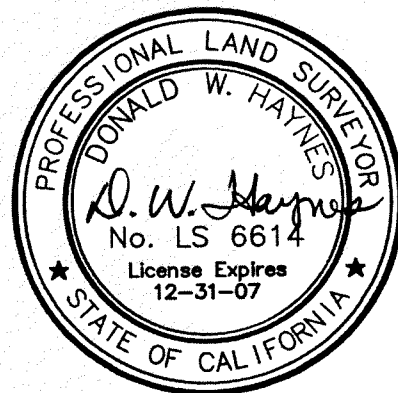
All that portion of the northeast quarter of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, being a portion of Parcel 1 as shown on the map recorded in Book 23 of Parcel Maps, at Page 16, in the office of the El Dorado County Recorder, being a 4.572 meter (15 foot) wide strip of land, the centerline of which is described as follows:

Beginning on the northerly boundary of said parcel, from which the northeast corner of said Section 23 bears North 66°51'53" East 162.914 meters (534.49 feet); **thence from said point of beginning** along said centerline, 2.286 meters (7.50 feet) easterly of, and parallel with, the new easterly right-of-way line of State Route 50, South 22°45'19" West 49.545 meters (162.55 feet), more or less, to the westerly boundary of said lands and the terminus of this description, the sidelines of said easement to be lengthened or shortened so as to terminate on the westerly and northerly boundaries of said parcel, containing 0.0227 hectares (0.056 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

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 0.999855.



4-13-06

U. S. HWY. 50

EXISTING R/W LINE

EXHIBIT "B"

N.E. COR. SEC. 23

POINT OF BEGINNING

$N66^{\circ}51'53''E$
162.914m

NEW R/W LINE

$S22^{\circ}45'19''W$
49.545m

BROWN, NINA
APN 327:190:32
PARCEL 1
23-PM-16



SCALE = 1:500
METRIC