

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

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 Terrance Wayne Foot and Mary Walker Foot, Husband and Wife As Joint Tenants, referred to herein as (“Sellers”), with reference to the following facts:

RECITALS

- A. Sellers own 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. Sellers desire 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, a Drainage Easement as described and depicted in Exhibit D, and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit E, 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

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached

Seller’s Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

Exhibits B, C, D and E, and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit E, which is attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$1.00 for fee title, \$603.00 for the Public Utility Easement, \$98.00 for the Drainage Easement and \$3,795.00 for the Temporary Construction Easement, for a total amount of \$4,497.00 rounded to \$4,500.00 (Four thousand five hundred dollars exactly) which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39441 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, Grants of Public Utility, Drainage, and Temporary Construction Easements from Sellers to County for the Acquisition Properties. Sellers 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 November 30, 2014, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

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

5. TITLE

Sellers shall by Grant Deed, Grants of Utility, Drainage, and Temporary Construction Easements, 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.201-39441 dated February 26, 2014, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4, 5, 6, 7, 8, 9, and 10 as listed in said preliminary title report. In addition, Sellers are not responsible for the exclusions and exceptions from coverage listed in the California Land Title Association

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

Standard Coverage Policy 1990 (copy attached as Exhibit F) that are not caused by result from the actions of Sellers.

Sellers agree that any and all other exceptions to title that are recorded after the February 26, 2014 title report will be removed prior to Close of Escrow. County will, at County's sole cost, 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 Sellers, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge 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 Deed and Easement Deeds being conveyed by Sellers, and as shown in Exhibit B, C, D and E and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

- A. Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

- B. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have 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, excepting only that with respect to the very old structures on the Property that will not be impacted by the County's project, Sellers' representations are to the best of their actual knowledge with no duty to investigate.
- D. The County has informed Sellers that some easements on the Property have arisen as prescriptive easements, inclusive of portions of the Property burdened with Green Valley Road and Lode Road, and Sellers by way of representations or other statements in this Agreement are not expressing a contrary understanding.
- E. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

8. 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. Sellers authorize 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

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

refunding such amounts to County through escrow.

9. ASSESSMENTS

It is agreed that Sellers 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. Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorize Escrow Holder to deduct and pay from the just compensation any 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.

10. NO ENVIRONMENTAL VIOLATIONS

Sellers represent that, to the best of Sellers knowledge, Sellers know of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is 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.

11. 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 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 Green Valley Road and Lode Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers and County. 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

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

said date.

12. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

13. 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.

14. REAL ESTATE BROKER

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

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deed and Grants of Easements 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, Grants of Public Utility, Drainage, and Temporary Construction Easements.

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

C. Escrow Holder shall:

- (i) Record the Grant Deed, Grants of Public Utility, Drainage, and Temporary Construction Easements for the Acquisition Properties described and depicted in Exhibit B, C, D and E and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Sellers.

16. 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 Sellers.

17. BEST EFFORTS

County and Sellers 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 Sellers 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 Sellers 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's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

SELLERS: Terrance Wayne Foot
Mary Walker Foot
P. O. Box 370
Kapaau, HI 95755

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: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

COPY TO: Downey Brand LLP
Attn: Sil Reggiardo
621 Capitol Mall, Suite 1800
Sacramento, CA 95814

19. 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.

20. 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.

21. 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.

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

22. 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.

23. 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.

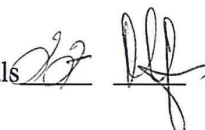
24. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month.

25. 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 Sellers' 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 Sellers to use as firewood.
- (ii) Any trees removed that measure 4 inches in diameter or greater at breast height will be replaced at a minimum of a one to one ratio with like kind species of

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

trees. County or County's Contractor will comply with environmental permitting requirements and will replant at least twenty (20) live oak and riparian oak trees adjacent to the Sellers' residence, as well as, multiple willow cuttings along the creek bank on Sellers' Property.


- (iii) County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five feet past top of cut of slope, where applicable.
- (iv) County or County's Contractor shall not use any dynamite or perform any blasting activities as part of the project.
- (v) County or County's Contractor shall maintain access to the garage and home at all times in a condition such that normal vehicles can access the garage on the Property.

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. Any damage to the driveway, as a result of construction activities by County or County's Contractor, shall be repaired, and the driveway shall be left in as good a condition as found.

26. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers Property, (Assessor's Parcel Number 325-450-04) where necessary, to perform the work as described in

Seller's Initials 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

Section 25 of this Agreement. Sellers understand and agree that after completion of the work described in Section 25, said fencing and landscaping, but, excluding utility facilities, will be considered Sellers' sole property and Sellers will be responsible for their maintenance and repair.

27. 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.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter thereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. This Agreement is intended to be read together with the Exhibits referenced herein. In the event of a conflict between this Agreement and the Exhibits thereto, this Agreement will control.

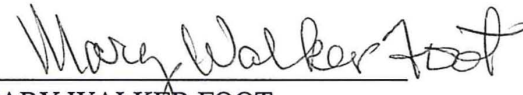
Seller's Initials 237 

Seller: Foot
APN: 325-450-04
Project # 77114
Escrow #: 201-39441

SELLERS: TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS

Date: 6-12-14

By: 
TERRANCE WAYNE FOOT

By: 
MARY WALKER FOOT

COUNTY OF EL DORADO:

Date: _____

By: _____

Chair, Board of Supervisors

ATTEST:

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:

ALL THAT PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED A POINT IN THE CENTER LINE OF A BRIDGE SPANNING WEBBER CREEK OF WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 38 DEG 40' EAST 3916.8 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE CENTER LINE OF WEBBER CREEK, SOUTH 54 DEG 14' EAST 229.10 FEET TO A POINT IDENTICAL WITH THE MOST EASTERLY CORNER OF PARCEL NO. 2 HEREINAFTER DESCRIBED; THENCE SOUTH 89 DEG 36' WEST 243.34 FEET TO A POINT IN THE CENTER OF A 40 FOOT ROAD RIGHT OF WAY; THENCE ALONG THE CENTERLINE OF SAID ROADWAY NORTH 2 DEG 10' EAST 44.69 FEET TO A SQUARE HEAD BOLT SET IN THE GROUND; THENCE NORTH 31 DEG 26' EAST ALONG SAID RIGHT OF WAY AND CENTER LINE OF COUNTY ROAD 106.67 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM ALL MINERALS, VEINS, LODES AND LEDGES BEARING GOLD OR OTHER VALUABLE MINERALS AND ALL ORES AND MINERAL DEPOSITES LYING BENEATH THE SURFACE OF THE HEREINABOVE DESCRIBED PROPERTY AS RESERVED IN A DEED FROM PLACERVILLE GOLD MINING COMPANY RECORDED IN BOOK 242 AT PAGE 430 OFFICIAL RECORDS.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, A POINT IN THE CENTER OF WEBBER CREEK, IDENTICAL WITH THE MOST EASTERLY CORNER OF PARCEL NO. 1, HEREINABOVE DESCRIBED, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 37 DEG 00' 30" EAST 474.8 FEET AND SOUTH 3 DEG 03' 30" WEST 2249.2 FEET, AND FROM WHICH POINT OF COMMENCEMENT AN IRON PIPE 3/4 INCH IN DIAMETER CAPPED AND STAMPED "MC-1" BEARS SOUTH 89 DEG 36' WEST 1076.8 FEET, AND ALSO FROM WHICH POINT THE CENTER OF AN EXISTING CONCRETE BRIDGE CROSSING WEBBER CREEK ON THE GREEN VALLEY ROAD BEARS NORTH 54 DEG 14' WEST 229.1 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 89 DEG 36' WEST 243.34 FEET TO A POINT IN THE CENTER OF A 40 FOOT RIGHT OF WAY FOR ROAD; THENCE ALONG THE CENTER OF SAID ROAD RIGHT OF WAY SOUTH 2 DEG 10' WEST 296.37 FEET TO THE MOST SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE LEAVING SAID RIGHT OF WAY NORTH 40 DEG 31' EAST 391.8 FEET TO THE POINT OF BEGINNING.

A.P.N. 325-170-34-100

NEW APN #325-450-04-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 325-450-04

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property 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 its name on this ____ day of _____, 2014.

GRANTOR

TERRANCE WAYNE FOOT

MARY WALKER FOOT

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed file in Book 1752 at Page 40 official records said county and state more particularly described as follows:

Beginning at a point in the westerly boundary of said parcel from which the most northerly corner of said parcel bears the following two (2) courses, 1) North 01° 32' 37" East 2.14 feet, and 2) North 30° 38' 57" East 106.70 feet; thence from said POINT OF BEGINNING along a non-tangent curve to the right having a radius of 68.00 feet, through a central angle of 26° 53' 39" an arc length of 31.92 feet, said curve being subtended by a chord which bears South 21° 46' 30" East 31.63 feet; thence South 08° 19' 40" East 12.94 feet; thence South 88° 48' 57" West 14.75 feet; to said westerly boundary; thence along said boundary North 01° 32' 37" East 42.50 feet to the POINT OF BEGINNING, containing 400 square feet more or less. See Exhibit 'B' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for right of way acquisition purposes.



Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Transportation Division

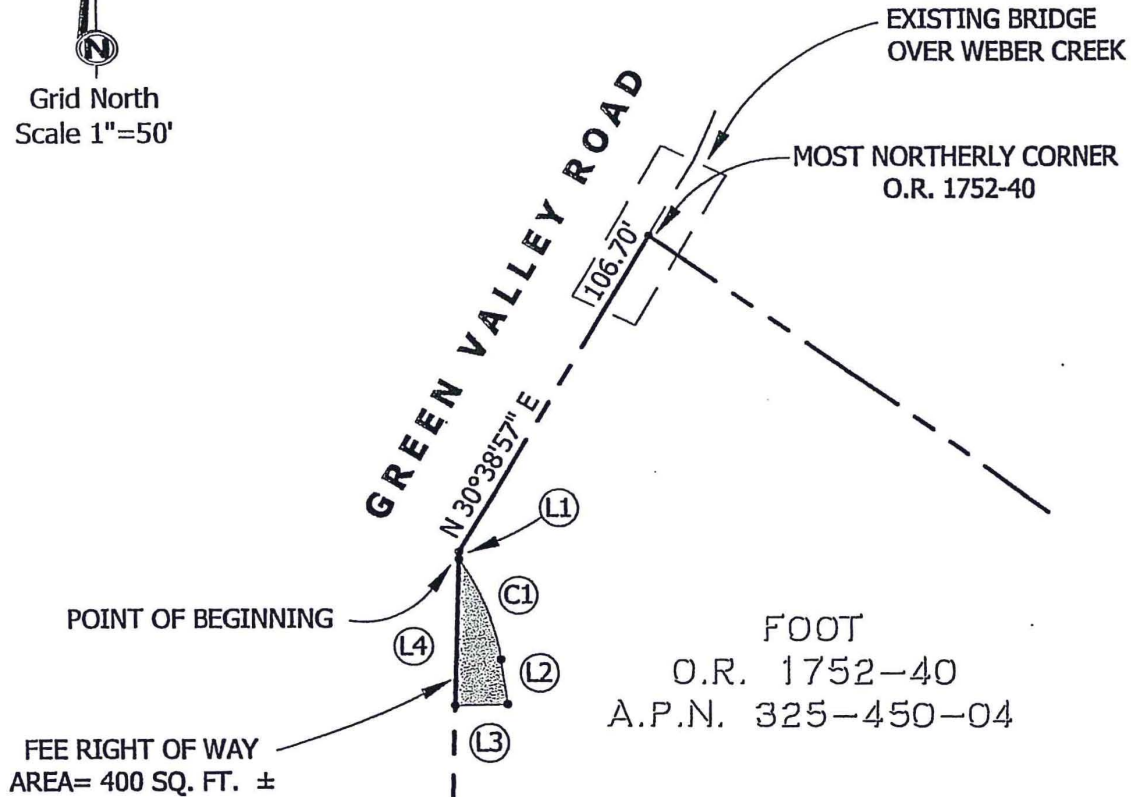


Dated: 01.29.2013

EXHIBIT 'B'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

Grid North
Scale 1"=50'



FOOT
O.R. 1752-40
A.P.N. 325-450-04

- (L1) N 01°32'37" E 2.14'
- (L2) S 08°19'40" E 12.94'
- (L3) S 88°48'57" W 14.75'
- (L4) N 01°32'37" E 42.50'

(C1) R = 68.00' Δ = 26°53'39" L = 31.92'
CH = S 21°46'30" E 31.63' (Non-tangent)



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201__, from **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, 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: 325-450-04

Dated this ____ day of _____, 2014.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 325-450-04

Above section for Recorder's use

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, 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 IN EXHIBIT 'A1' AND DEPICTED IN EXHIBIT 'B1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for Public Utilities such as water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

Exhibit C

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2014.

GRANTOR

Date: _____

Terrance Wayne Foot

Mary Walker Foot

Notary Acknowledgment Follows

Exhibit 'A1'

All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed file in Book 1752 at Page 40 official records said county and state more particularly described as follows:

A strip of land twenty (20.00) feet in width lying northwesterly of, parallel with and adjacent to the following described line:

Beginning at a point in the northerly boundary of said parcel from which the most northerly corner of said parcel bears North 55° 00' 55" West 27.20 feet; thence from said POINT OF BEGINNING South 31° 39' 28" West 148.69 feet to the westerly boundary of said parcel, containing 2,640 square feet more or less. See Exhibit 'B1' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for utility easement purposes.



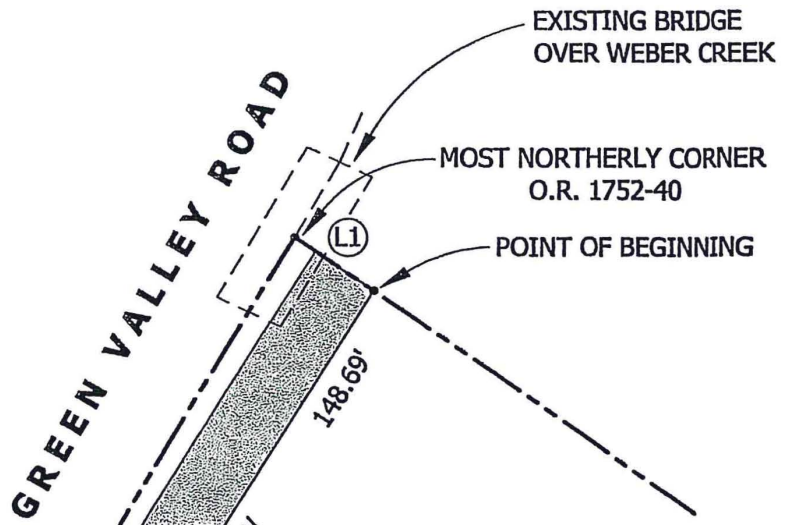
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Transportation Division



Dated: 01.29.2013

EXHIBIT 'B1'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California



UTILITY EASEMENT
AREA= 2,640 SQ. FT. ±

FOOT
O.R. 1752-40
A.P.N. 325-450-04

(L1) N 55°00'55" W 27.20'



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Utilities Easement dated _____, 2014, from **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, 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: 325-450-04

Dated this ____ day of _____, 2014.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

EXHIBIT "D"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 325-450-04

Above section for Recorder's use

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

GRANT OF DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a drainage easement for 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,

Described in Exhibits 'A2' and 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has herein subscribed his name on this _____ day of _____, 2014.

GRANTOR:

TERRANCE WAYNE FOOT

MARY WALKER FOOT

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A2'

All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed file in Book 1752 at Page 40 official records said county and state more particularly described as follows:

Beginning at a point in the westerly boundary of said parcel from which the most northerly corner of said parcel bears the following three (3) courses, 1) along a non-tangent curve to the left having a radius of 68.00 feet radius curve to the left through a central angle of 02°26'28" length of 2.90 feet said curve being subtended by a chord which bears North 34° 00' 06" West 2.90 feet, 2) North 01° 32' 37" East 2.14 feet, and 3) North 30° 38' 57" East 106.70 feet; thence from said POINT OF BEGINNING North 64° 57' 36" East 31.12 feet; thence South 25° 02' 24" East 10.00 feet; thence South 64° 57' 36" West 30.50 feet to the beginning of a non-tangent curve to the left having a radius of 68.00 feet; thence along said curve through a central angle of 08° 26' 28" an arc length of 10.03 feet, subtended by a chord which bears North 28° 33' 23" West for a distance of 10.02 feet to the POINT OF BEGINNING, containing 307 square feet more or less. See Exhibit 'B2' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for drainage easement purposes.



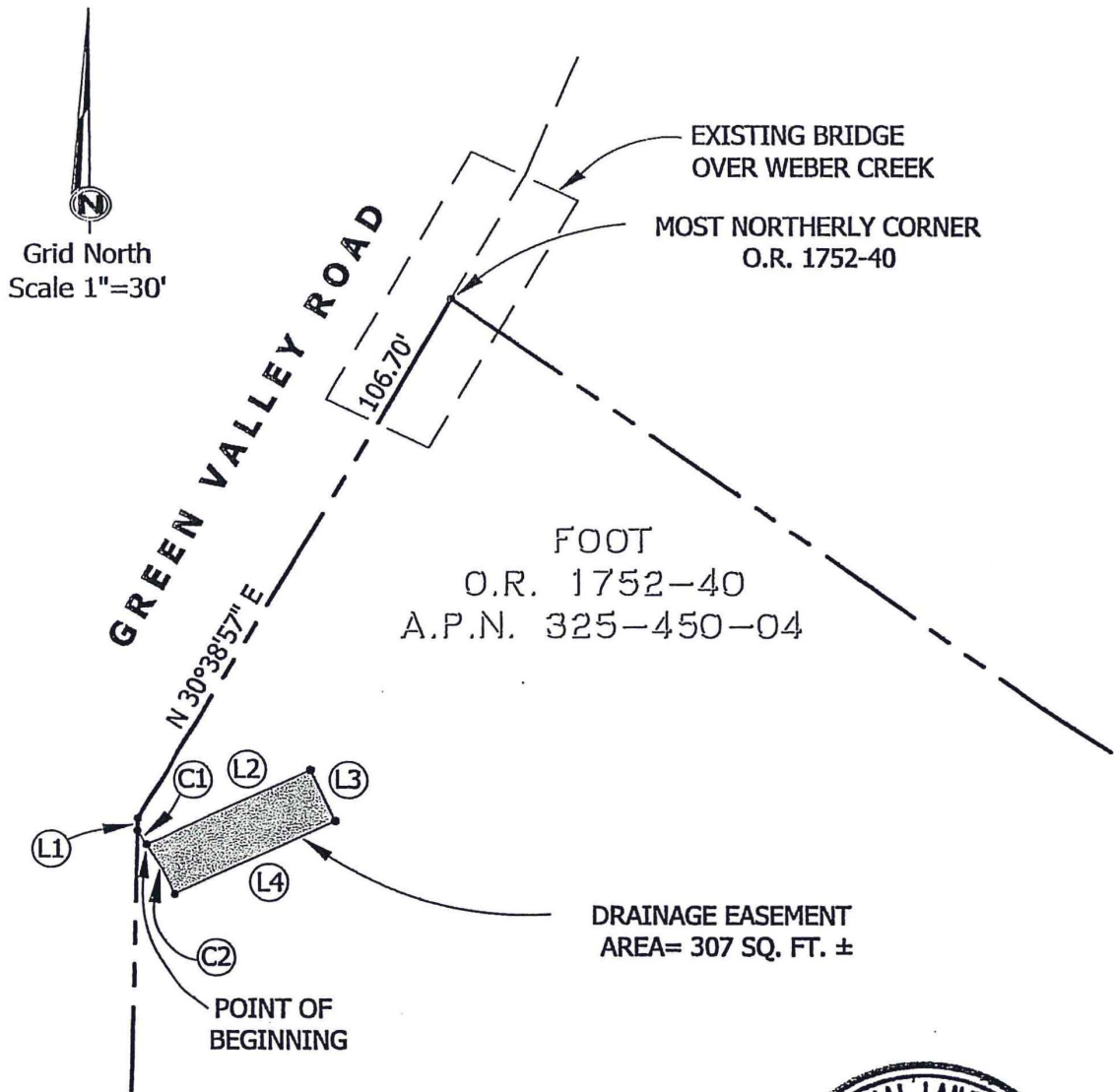
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Transportation Division



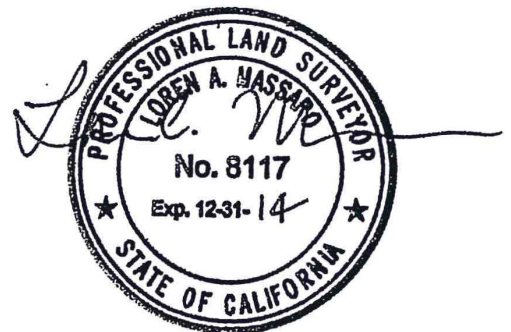
Dated: 01.29.2013

EXHIBIT 'B2'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California



- (L1) N 01°32'37" E 2.14'
- (L2) N 64°57'36" E 31.12'
- (L3) S 25°02'24" E 10.00'
- (L4) S 64°57'36" W 30.50'
- (C1) R = 68.00' Δ = 02°26'28" L = 2.90'
CH = N 34°00'06" W 2.90' (Non-tangent)
- (C2) R = 68.00' Δ = 08°26'28" L = 10.03'
CH = N 28°33'23" W 10.02' (Non-tangent)



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Drainage Easement dated _____, 2014, from **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, 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: 325-450-04

Dated this ____ day of _____, 2014.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

EXHIBIT "E"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
360 Fair Lane
Placerville, CA 95667
APN: 325-450-04
Project: #77114 Green Valley Rd & Weber Crk.

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS, 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 "A3" and "B3" 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 \$3,795.00 (THREE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND NO/100) 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 A3 and depicted on the map in Exhibit B3 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 **Green Valley Road and Weber Creek Project #77114 (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

EXHIBIT "E"

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 24 (Twenty-Four) months of construction, together with the one-year warranty period, and 60 (Sixty) months for tree restoration. In the event that construction and tree restoration of the Project is not completed within 84 (Eighty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$45.18 (Forty-Five Dollars and Eighteen Cents) 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.

Executed on: _____, 2014.

TERRANCE WAYNE FOOT

MARY WALKER FOOT

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A3'

All that certain real property situate in Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain grant deed file in Book 1752 at Page 40 official records said county and state more particularly described as follows:

Beginning at the most northerly corner of said parcel; thence from said POINT OF BEGINNING along the northerly boundary of said parcel South 55° 00' 55" East 58.16 feet; thence leaving said boundary South 24° 08' 56" West 82.01 feet; thence North 88° 27' 23" West 32.92 feet; thence South 01° 32' 37" West 28.40 feet; thence South 88° 48' 57" West 21.27 feet; thence North 08° 19' 40" West 12.94 feet to the beginning of a non-tangent curve to the left having a radius of 68.00 feet; thence along said curve through a central angle of 16° 00' 14" an arc length of 18.99 feet, said curve being subtended by a chord which bears North 16° 19' 47" West 18.93 feet; thence North 64° 57' 36" East 30.50 feet; thence North 25° 02' 24" West 10.00 feet; thence South 64° 57' 36" West 31.12 feet to the beginning of a non-tangent curve to the left having a radius of 68.00 feet; thence along said curve through a central angle of 02° 26' 28" an arc length of 2.90 feet, said curve being subtended by a chord which bears North 34° 00' 06" West 2.90 feet to the westerly boundary of said parcel; thence along said boundary North 01° 32' 37" East 2.14 feet; thence North 30° 38' 57" East 106.70 feet to the POINT OF BEGINNING, containing 6,778 square feet or 0.16 acres more or less. See Exhibit 'B3' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for temporary construction easement purposes.



Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
El Dorado County
Transportation Division

Dated: 01.29.2013

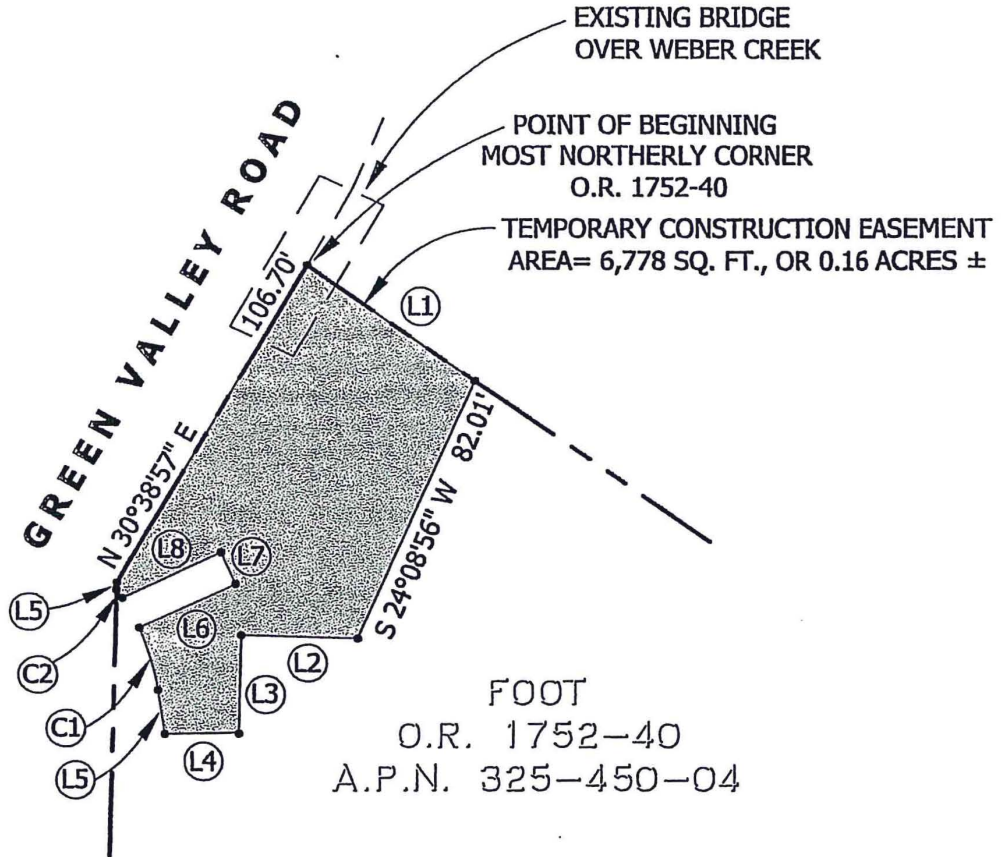


1 of 1

EXHIBIT 'B3'

Situate in Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

Grid North
Scale 1"=50'



- (L1) S 55°00'55" E 58.16'
- (L2) N 88°27'23" W 32.92'
- (L3) S 01°32'37" W 28.40'
- (L4) S 88°48'57" W 21.27'
- (L5) N 08°19'40" W 12.94'
- (L6) N 64°57'36" E 30.50
- (L7) N 25°02'24" W 10.00'
- (L8) S 64°57'36" W 31.12'
- (L9) N 01°32'37" E 2.14'
- (C1) R = 68.00' Δ = 16°00'14" L = 18.99'
CH = N 16°19'47" W 18.93' (Non-tangent)
- (C2) R = 68.00' Δ = 02°26'28" L = 2.90'
CH = N 34°00'06" W 2.90' (Non-tangent)



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 2014, from **TERRANCE WAYNE FOOT AND MARY WALKER FOOT, HUSBAND AND WIFE AS JOINT TENANTS**, 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: 325-450-04

Dated this ____ day of _____, 2014.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

EXHIBIT F

CLTA PRELIMINARY REPORT FORM
Attachment One (Revised 6-3-11)
CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; and f. environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount or \$ 2,500.00 (whichever is less)	\$ 5,000.00

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- * Land use
- * Improvements on the land
- * Land division
- * Environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records
- * on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
- * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (7-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.