

Seller: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

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 **Stephen S. Kramer and Kaye S. Kramer, as Trustees of the Stephen S. Kramer and Kaye S. Kramer Trust Agreement Dated March 23, 1998**, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

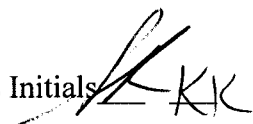
- A. Seller owns that certain real Property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as a Public Utility Easement described and depicted in Exhibit B and the exhibits thereto which are attached hereto and referred to hereinafter as "the Easement", 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 Easement, as described and depicted in the attached Exhibits B and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.



Seller: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

2. JUST COMPENSATION

The just compensation for the Easement is in the amount of **\$650.00 for a Public Utility Easement for a total of \$650.00 (Six-Hundred Fifty-Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement is \$650.00.

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 205-10698 for APN 069-340-04, 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 Easement. 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 January 29, 2010, 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
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

Seller: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

5. TITLE

Seller shall grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, 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 Easement Deed 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, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent property, 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

Seller: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

elsewhere in this Agreement shall survive delivery of the Easement.

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 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 North Shingle Road and Green 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 Easements 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.

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 Easement, 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.

Seller: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the 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 Easement.
- C. Escrow Holder shall:
 - (i) Record the Easement described and depicted in Exhibits 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

Seller: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

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.

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. 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.

23. 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: Kramer
APN: 069-340-04
Project#: 77109
Escrow#: 205-10698

SELLER: Stephen S. Kramer and Kaye S. Kramer, as Trustees of the Stephen S. Kramer and Kaye S. Kramer Trust Agreement Dated March 23, 1998

Date: 11-18-09

By: 
STEPHEN S. KRAMER

Date: 11-19-09

By: 
KAYE S. KRAMER

COUNTY OF EL DORADO:

Date: _____

By: _____
Ron Briggs, Chairman of the Board
Board of Supervisors

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

By: _____

**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:

LOT 4, AS SHOWN ON THE MAP ENTITLED "CAVALRY MEADOWS", FILED IN BOOK H OF MAPS, AT PAGE 56, EL DORADO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 069-340-04-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 069-340-04

Above section for Recorder's use

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

PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Stephen S. Kramer and Kaye S. Kramer, as Trustees of the Stephen S. Kramer and Kaye S. Kramer Trust Agreement Dated March 23, 1998**, 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 'A' AND DEPICTED IN EXHIBIT 'B' 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 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 "B"

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 _____, 2009.

GRANTOR: STEPHEN S. KRAMER AND KAYE S. KRAMER, AS TRUSTEES OF THE STEPHEN S. KRAMER AND KAYE S. KRAMER TRUST AGREEMENT DATED MARCH 23, 1998

Date: _____

By: _____
STEPHEN S. KRAMER

Date: _____

By: _____
KAYE S. KRAMER

Notary Acknowledgments Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

All that portion of the southeast quarter of Section 13 and the northwest quarter of Section 24, T.10 N., R.9 E., M.D.M., being a portion of Lot 4, as shown on the map recorded in Book H of Maps, at Page 56, in the office of the County Recorder, unincorporated area of the County of El Dorado, State of California, described as follows:

Commencing at the most northerly corner of said lot; thence along the northwesterly boundary South 66°28'11" West (cite South 67°12'46" West) 23.68 feet; thence leaving said boundary South 18°38'22" East 5.02 feet to the southeasterly line of an existing 5.00 foot wide Public Utility Easement, and the true point of beginning; **thence from said point of beginning** and following said existing Public Utility Easement line the following 2 courses: 1) parallel with said northwesterly boundary North 66°28'11" East 13.25 feet to an angle point, being distant 10.00 feet at right angles to the northeasterly boundary; 2) parallel with said boundary South 15°00'36" East (cite South 14°16'00" East) 208.58 feet to the new Public Utility Easement line; thence leaving said existing easement line along said new easement line North 18°38'22" West 207.03 feet to the point of beginning, containing 1,367 sq. ft. (0.031 acres), more or less.

END OF DESCRIPTION.

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



11-05-08

EXHIBIT 'B'

NORTH SHINGLE ROAD

SABRE CT.

S66°28'11"W 23.68'
N66°28'11"E 13.25'
S18°38'22"E 5.02'

POINT OF BEGINNING

EXISTING R/W LINE

N18°38'22"W
207.03'

S15°00'36"E
208.58'

NEW PUBLIC UTILITY
EASEMENT LINE

EXISTING SLOPE EASEMENT

KRAMER, S & k TR.
LOT 4
SUBD. H-56
APN 069:340:04

EXISTING PUBLIC UTILITY
EASEMENT LINE



SCALE : 1" = 50'