

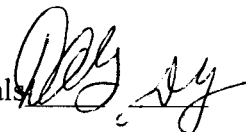
Seller: Gardemeyer
APN: 117-020-15
Project#: 73359
Escrow#: 205-11508

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 Dennis A. Gardemeyer and Denice Gardemeyer, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993, 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, a road and public utilities easement, by Grant of Road Right of Way and Public Utilities Easement, as described and depicted in Exhibit B, and the exhibits thereto; a Slope and Drainage Easement, as described and depicted in Exhibit C, and the exhibits thereto; Grant of Easement to AT&T, 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.
- C. AT&T currently has an existing easement, as described and depicted in Exhibit F, and the exhibits thereto, that will be Quitclaimed by AT&T to Seller in consideration of Seller granting to AT&T a new easement, as described and depicted in Exhibit D, and the exhibits thereto, to accommodate relocation of AT&T’s facilities.



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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 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 (One dollar, exactly) for the Road Right of Way and Public Utilities Easement, \$5,671.00 for the Slope and Drainage Easement, \$271.00 for the new AT&T Easement, \$180.00 for the Temporary Construction Easement, and \$1,000.00 for two trees, which are to be removed from Seller's property, increased to a total **not-to-exceed amount** of \$7,200.00 (Seven Thousand Two Hundred Dollars, Exactly), which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-11508, which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to



Seller: Gardemeyer
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the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, Grant of Easement to AT&T, and Grant of Temporary Construction Easement from Seller to County for the Acquisition Properties, along with the Quitclaim of Easement from AT&T to Seller. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than December 31, 2011, 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
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, Grant of Easement to AT&T, Grant of Temporary Construction Easement and Quitclaim of Easement;
and
- F. All costs of any partial reconveyances of deeds of trust, or beneficiary consents, if any.



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5. TITLE

Seller shall by Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, Grant of Easement to AT&T, and Grant of Temporary Construction 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. 205-11508, dated January 12, 2011 , if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4 and 5, 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, and encroachments on the Property from adjacent properties, encroachments by improvements



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

- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this 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, El Dorado Irrigation District, 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



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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.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows 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.

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 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 Latrobe 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.

11. 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.



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12. 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.

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, Grant of Easement to AT&T, and Grant of Temporary Construction 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 of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, Grant of Easement to AT&T, and Grant of Temporary Construction Easement. County shall also deliver a Quitclaim of Easement from AT&T to Seller, to be recorded prior to the recording of the new Grant of Easement to AT&T from Seller.
- C. Escrow Holder shall:
 - (i) Record the Grant of Road Right of Way and Public Utilities Easement, Grant of Slope and Drainage Easement, Quitclaim of Easement from AT&T to Seller, Grant of Easement to AT&T, and Grant of Temporary Construction Easement for the

Seller's Initials 

Seller: Gardemeyer
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Acquisition Properties, as described and depicted in Exhibits B, C, D E and F, 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 Seller.

14. 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.

15. 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.

16. 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: Gardemeyer
APN: 117-020-15
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SELLER: Dennis A. Gardemeyer and Denice Gardemeyer
5900 Latrobe Road
El Dorado Hills, CA 95762

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 Program Manager
2850 Fairlane Court
Placerville, CA 95667

17. 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.

18. 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.

19. 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.

20. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be



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deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

21. 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.

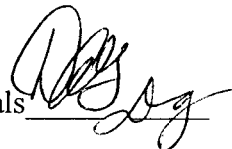
22. LEASE WARRANTY PROVISION

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

23. 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 cut, removed and placed within the new property line, for Seller to use as firewood.
- (ii) The County or County's contractor or authorized agent will remove and replace in-kind any existing fencing, to be located behind the permanent easement line.



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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.

24. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties, Assessor's Parcel Number 117-020-15, where necessary to perform the work as described in Section 23 of this Agreement. Seller understands and agrees that after completion of the work described in Section 23, the improvements will be considered Seller's sole property and Seller will be responsible for their maintenance, upkeep, and repair.

25. PARCEL SIZE EXCEPTION

Seller's parcel was less than forty (40) acres before this acquisition. The present general plan designation of the property is Rural Residential (RR) 10 to 160 acres. County agrees that if Seller files a request for a parcel size exception within two (2) years from December 14, 2010 (or December 14, 2012), then County will agree that the (Gardemeyer) parcel may be subdivided in such a way that one new parcel of less size than is required in the RE-10 zone district may be created provided that smallest parcel proposed is no less than 75% of the minimum size required by the RE-10 zone, and subject to the following: County may consider approval of a subdivision subject to: (i) Approval of rezone from RA-40 to RE-10; (ii) Approval of a Tentative Map or Tentative Subdivision Map, with appropriate conditions; (iii) Consistency finding with the General Plan Policies inclusive of 8.1.3.1., which requires 10 acre minimum parcels adjacent to Agricultural



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Zoning; General Plan Policy 2.2.1.2, identifying RR land use designation as a minimum 10 acres;
and Policy 2.2.5.5 (which permits minimum parcel size exceptions to Policy 2.2.1.2).

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:

**Dennis A. Gardemeyer and Denice Gardemeyer,
Trustees of the Gardemeyer Revocable Dated March 10, 1993**

By: *Dennis A. Gardemeyer, Trustee* Date: 2/15/11
Dennis A. Gardemeyer, Trustee

By: *Denice Gardemeyer trustee* Date: 2/15/2011
Denice Gardemeyer, Trustee

COUNTY OF EL DORADO:

Date: _____

By: _____

Raymond J. Nutting, Chair
Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

By: _____

Seller's Initials *DG DG*

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

PARCEL ONE:

ALL THAT PORTION OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, MDB&M., DESCRIBED AS FOLLOWS:

TRACT 1, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 17, 1979 IN BOOK 7 OF RECORDS OF SURVEY, AT PAGE 80, AND AS MODIFIED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED MAY 2, 1986 IN BOOK 2563, PAGE 345, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT CERTAIN REAL PROPERTY DEEDED TO THE COUNTY OF EL DORADO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA BY DEED RECORDED SEPTEMBER 19, 1986 IN BOOK 2628, PAGE 530, OFFICIAL RECORDS.

PARCEL TWO:

ALL THAT CERTAIN REAL PROPERTY CONTAINED IN THE DEED RECORDED SEPTEMBER 19, 1986 IN BOOK 2628, PAGE 536, OFFICIAL RECORDS OF EL DORADO COUNTY, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 9 EAST, MDB&M., BEING A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED DECEMBER 23, 1982 IN BOOK 2131, PAGE 589, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 65.00 FEET SOUTHEASTERLY AND PERPENDICULAR FROM ENGINEER'S STATION 30+00.00 P.O.T., "A" LINE, SAID "A" LINE BEING SHOWN ON THE MAP OF THE 1986 ALIGNMENT OF LATROBE ROAD, PROJECT NO. 3060, FROM WHICH THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31 AND 32 BEARS SOUTH 25 DEGREES 56'12" EAST 1500.24 FEET DISTANT; THENCE FROM THE TRUE POINT OF BEGINNING, SOUTH 27 DEGREES 33'58" EAST 39.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 11'06" WEST 32.91 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE LANDS DESCRIBED IN SAID BOOK 2131, PAGE 589; THENCE NORTH 05 DEGREES 03'47" WEST 71.43 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID ROAD PROJECT; THENCE SOUTH 30 DEGREES 35'43" EAST 41.13 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSORS PARCEL NO.: 117-020-15-100

EXHIBIT 'B'

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Assessor's Parcel Number 117-020-15
Dennis A. and Denice Gardemeyer

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

Above section for Recorder's use

**GRANT OF ROAD RIGHT OF WAY
AND PUBLIC UTILITIES EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DENNIS A. GARDEMEYER AND DENICE GARDEMEYER, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a road right of way and public utilities easement, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

GRANTOR

_____ Date: _____
Dennis A. Gardemeyer, Trustee

_____ Date: _____
Denice Gardemeyer, Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Tract 1 of that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state, described as follows:

A strip of land 30.0 feet wide more particularly described as follows:

Beginning at the northwest corner of said Tract 1; thence from said POINT OF BEGINNING along the northerly boundary of said Tract 1 south 84°58'24" east 174.99 feet; thence south 77°37'56" east 168.79 feet; thence south 61°19'29" east 144.68 feet; thence south 54°37'12" east 192.77 feet; thence south 61°55'02" east 142.19 feet; thence south 63°49'34" east 726.87 feet to the northwesterly boundary of Tract 14 as said tract is described in that certain document filed for record in book 2628 at page 538 official records said county and state; thence leaving said northerly boundary of said Tract 1 along the northwesterly boundary of said Tract 14 south 24°56'35" west 30.00 feet; thence leaving said northwesterly boundary north 63°49'34" west 728.02 feet; thence north 61°55'02" west 144.60 feet; thence north 54°37'12" west 192.92 feet; thence north 61°19'29" west 138.62 feet; thence north 77°37'56" west 162.56 feet; thence north 84°58'24" west 167.89 feet to the westerly boundary of said Tract 1; thence along said boundary north 04°45'35" west 30.44 feet, to the POINT OF BEGINNING, containing 46,270 square feet (1.06 acres) more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Tract 1 for acquisition by the County of El Dorado as an easement for road and public utilities purposes.

Loren A. Massaro

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

0027-2009

Date

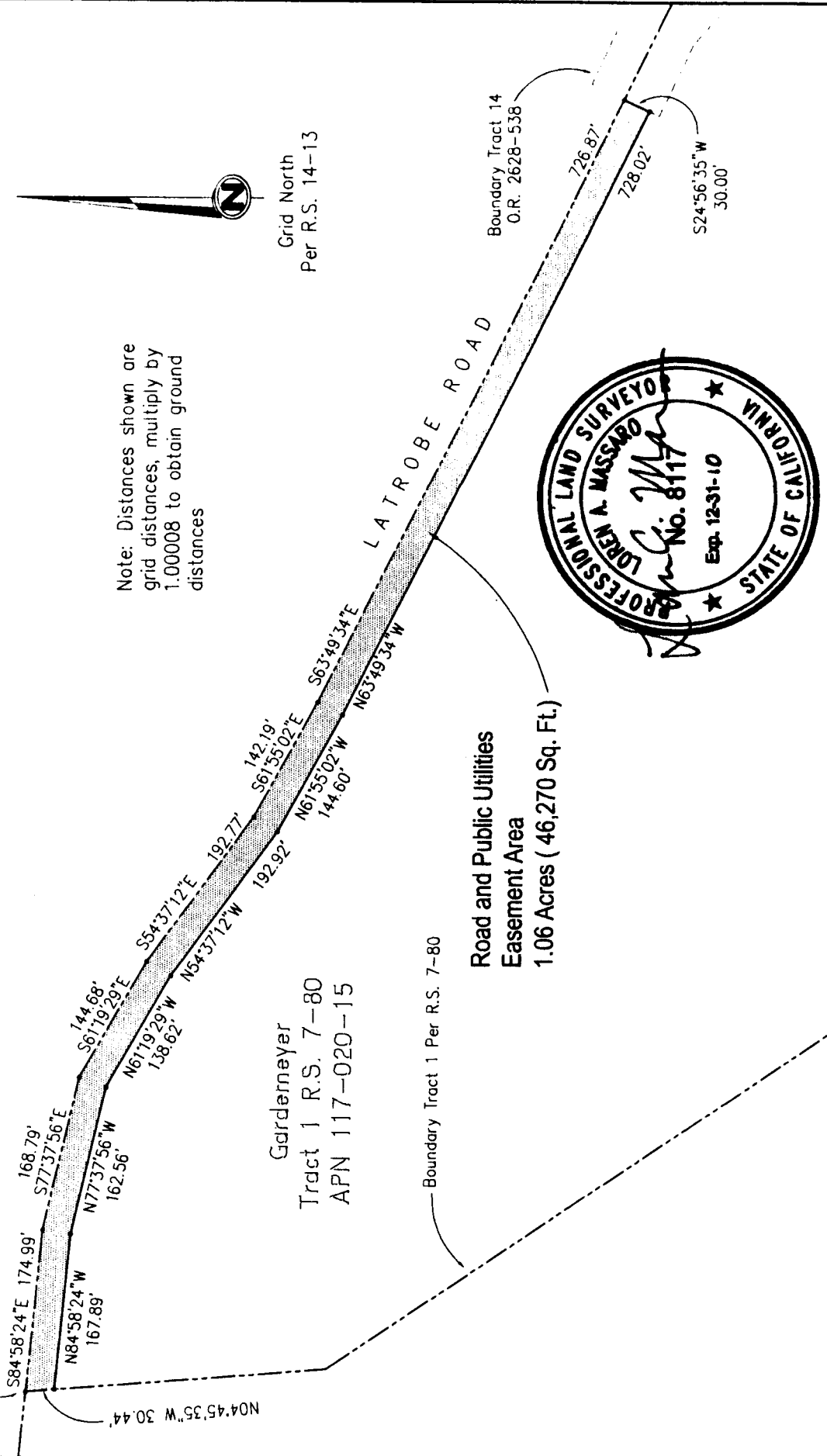


Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California

August 2009 1" = 150'

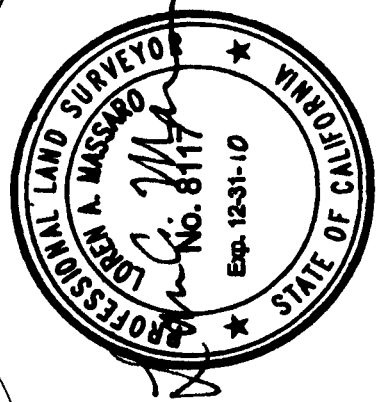
Northwest Corner Tract 1 R. S. 7-80
Point of Beginning



Note: Distances shown are grid distances, multiply by 1.00008 to obtain ground distances

Gardemeyer
Tract 1 R.S. 7-80
APN 117-020-15

Road and Public Utilities
Easement Area
1.06 Acres (46,270 Sq. Ft.)



Grid North
Per R.S. 14-13

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 117-020-15
Dennis A. and Denice Gardemeyer

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Road Right of Way and Public Utilities Easement dated XXXXXXXXXXXX, 2011 from **DENNIS A. GARDEMEYER AND DENICE GARDEMEYER, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993,** to the **COUNTY OF EL DORADO, a political subdivision of the State of California,** is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2011

COUNTY OF EL DORADO

Date: _____

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT 'C'

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Assessor's Parcel Number 117-020-15
Dennis A. and Denice Gardemeyer

Above section for Recorder's use

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

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DENNIS A. GARDEMEYER AND DENICE GARDEMEYER, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction and maintenance of drainage facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

GRANTOR

Dennis A. Gardemeyer, Trustee

Date: _____

Denice Gardemeyer, Trustee

Date: _____

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

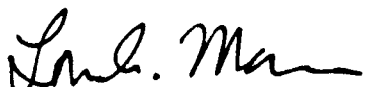
All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Tract 1 of that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state, described as follows:

Beginning at a point in the westerly boundary line of said Tract 1 from which the northwest corner thereof bears north $04^{\circ}45'35''$ west 30.44 feet; thence from said POINT OF BEGINNING leaving said westerly boundary south $84^{\circ}58'24''$ east 167.89 feet; thence south $77^{\circ}37'56''$ east 162.56 feet; thence south $61^{\circ}19'29''$ east 138.62 feet; thence south $54^{\circ}37'12''$ east 192.92 feet; thence south $61^{\circ}55'02''$ east 144.60 feet; thence south $63^{\circ}49'34''$ east 728.02 feet to the northwesterly boundary of Tract 14 as said tract is described in that certain document filed for record in book 2628 at page 538 official records said county and state; thence along said northwesterly boundary of said Tract 14 south $24^{\circ}56'35''$ west 5.00 feet; thence leaving said northwesterly boundary north $63^{\circ}49'34''$ west 728.21 feet; thence north $61^{\circ}55'03''$ west 144.69 feet; thence north $61^{\circ}44'14''$ west 200.36 feet; thence north $61^{\circ}43'31''$ west 166.73 feet; thence north $75^{\circ}46'16''$ west 178.91 feet; thence north $84^{\circ}58'24''$ west 105.85 feet to the westerly boundary of said Tract 1; thence along said boundary north $04^{\circ}45'35''$ west 5.07 feet to the POINT OF BEGINNING, containing 15,748 square feet (0.36 acres) more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Tract 1 for acquisition by the County of El Dorado as an easement for slope and drainage purposes.


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

10.22.2009
Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
October 2009 1" = 150'

Northwest corner Tract 1 R.S. 7-80

Point of Beginning

N04°45'35"W 5.07'

S84°58'24"E 167.89'

N84°58'24"W 105.85'

N75°46'16"W 178.91'

S61°19'29"E 138.82'

S54°37'12"E 192.92'

N61°44'14"W 200.36'

S61°55'02"E 144.80'

N61°55'03"W 144.69'

S63°49'34"E 563.49'

N63°49'34"W 563.49'

728.02'

728.21'

S24°56'35"W 5.00'

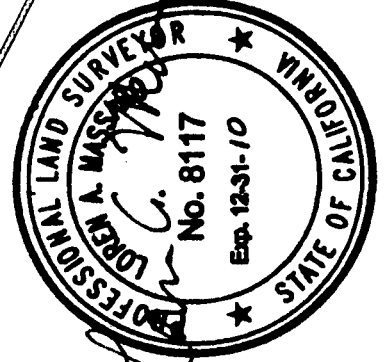


Grid North
Per R.S. 14-13

Note: Distances shown are
grid distances, multiply by
1.00008 to obtain ground
distances

LATROBE ROAD

Boundary Tract 14
O.R. 2628-538



Gardemeyer

Tract 1 R.S. 7-80

APN 117-020-15

Slope and Drainage Easement Area
= 0.36 Acres (15,748+- Sq. Ft.)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 117-020-15
Dennis A. and Denice Gardemeyer

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated XXXXXXXXXX, 2011 from **DENNIS A. GARDEMEYER AND DENICE GARDEMEYER, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Exhibit 'D'

CF0057D AERIAL
AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY
 3675 "T" STREET, ROOM 111
 SACRAMENTO, CA 95816
 ATTN: RIGHT OF WAY OFFICE

Location: County of El Dorado, State of California
 Document Transfer Tax \$0.00
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less liens & Encumbrances
 Remaining at Time of Sale
 Consideration of Value Less Than \$100.00
 Signature of declarant or agent determining tax:
 _____ Agent: SDR

AT&T Job No.: 7496956,
 Exchange: Folsom-El Dorado,
 GEO/CO: UC27
 A.P. No.: 117-020-15
 R/W File No.: ELD13506-03

Por. Sec. 30, T9N, R9E, MDB&M
 Por. Tract 1, Bk. 7 Record of Surveys, Pg. 80

GRANT OF EASEMENT

The undersigned Grantor(s), "Grantors", hereby grants to PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T"), its successors, assigns, lessees and agents, "Grantee(s)", an easement to construct, reconstruct and maintain (place, operate, inspect, repair and remove) such aerial communication facilities as Grantee(s) may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, terminals, terminal equipment cabinets, service boxes, associated electrical conductors and necessary fixtures and appurtenances in, over, under and upon that certain real property in the County of El Dorado, State of California, as described on EXHIBIT 'A' attached hereto and made a part hereof and as shown and delineated on EXHIBIT 'B' also attached hereto and made a part hereof.

This legal description was prepared pursuant to Section 8730c of the Business and Professions Code.

Grantor(s) also grant(s) to Grantee(s) the right to trim such tree foliage and to cut such limbs and roots on said property as may be necessary for the protection of said facilities.

Grantor(s) shall not erect or construct any building or other structure or drill or operate any well within said easement.

Grantee(s) shall be responsible for damage caused intentionally or by its negligence or willful misconduct while exercising the rights granted herein.

The provisions hereof shall inure to the benefit of and bind successors and assigns of the respective parties hereto.

Exhibit 'D'

AT&T Job No.: 7496956,
Exchange: Folsom-El Dorado,
GEO/CO: UC27
A.P. No.: 117-020-15
R/W File No.: ELD13506-03

Por. Sec. 30, T9N, R9E, MDB&M
Por. Tract 1, Bk. 7 Record of Surveys, Pg. 80

The person or persons signing below represent that he/she/they are the only party/parties with an interest in the property described herein.

Executed this _____ day of _____, 20_____.

GARDEMEYER REVOCABLE TRUST DATED MARCH 10, 1993, Grantor

By: _____
DENNIS A. GARDEMEYER, Trustee

By: _____
DENICE GARDEMEYER, Trustee

STATE OF CALIFORNIA
COUNTY OF _____

ALL PURPOSE ACKNOWLEDGMENT

On _____, before me, _____, Notary Public, personally appeared DENNIS A. GARDEMEYER and DENICE GARDEMEYER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Public in and for said State

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Tract 1 of that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state, described as follows:

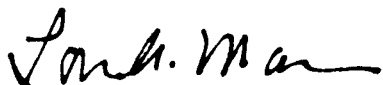
A strip of land ten (10.0) feet in width, lying southwesterly of and parallel with the following described line:

Beginning at a point in the northerly boundary line of that certain document filed for record in book 1924 at page 702 official records said county and state, from which point the northwest corner of said Tract 1 bears the following two (2) courses; 1) north $84^{\circ}58'24''$ west 107.12 feet, and 2) north $04^{\circ}45'35''$ west 30.44 feet; thence from said POINT OF BEGINNING leaving said northerly boundary south $75^{\circ}46'16''$ east 179.92 feet; thence south $61^{\circ}43'31''$ east 167.34 feet; thence south $61^{\circ}44'15''$ east 200.35 feet to said northerly boundary, said point being the terminus of the herein described line. Said strip contains 5,464 square feet more or less. The southerly line of said strip shall be lengthened or shortened as to terminate at the southerly boundary of said document filed for record in book 1924 at page 702. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Tract 1 as an easement to A.T.T.



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

10.22.2009

Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
October 2009 1" = 150'

Northwest corner Tract 1 R.S. 7-80
N04°45'35"W 30.44'

Point of Beginning

N84°58'24"W 107.12'
S75°46'16"E 179.92'
S61°43'31"E 167.34'

Note: Distances shown are grid distances, multiply by 1.00008 to obtain ground distances

Boundary Tract 1 R.S. 7-80

ATT Easement
Area = 5,464 Sq. Ft.

Existing ATT Easement per O.R. 1924-702

LATROBE ROAD

Boundary Tract 14
O.R. 2628-538



Grid North
Per R.S. 14-13

Gardemeyer

Tract 1 R.S. 7-80
APN 117-020-15

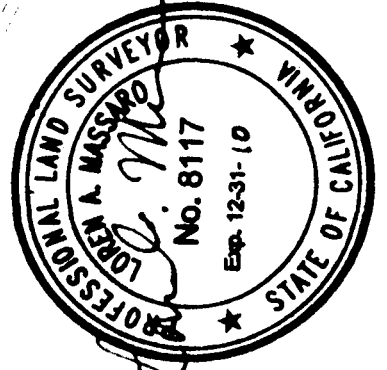


EXHIBIT 'E'

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 117-020-15
Dennis A. and Denice Gardemeyer

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Realignment
Project #73359

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

DENNIS A. GARDEMEYER and DENICE GARDEMEYER, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993, hereinafter referred to as "Grantor," grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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

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

1. For good and valuable consideration, as more specifically described in the Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated _____, 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 he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Latrobe Road Realignment Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Latrobe Road Realignment 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.

EXHIBIT 'E'

4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Latrobe Road Realignment Project is not completed within 4 months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$45.00 (Forty-five dollars, exactly)** will be paid to Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.

5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR

_____ Date: _____
Dennis A. Gardemeyer, Trustee

_____ Date: _____
Denice Gardemeyer, Trustee

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Tract 1 of that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state, described as follows:

Beginning at a point in the westerly boundary line of said Tract 1 from which the northwest corner thereof bears north 04°45'35" west 35.51 feet; thence from said POINT OF BEGINNING leaving said westerly boundary south 84°58'24" east 105.85 feet; thence south 75°46'16" east 178.91 feet; thence south 61°43'31" east 166.73 feet; thence south 61°44'14" east 200.36 feet; thence south 61°55'03" east 144.69 feet; thence south 63°49'34" east 728.21 feet to the northwesterly boundary of Tract 14 as said tract is described in that certain document filed for record in book 2628 at page 538 official records said county and state; thence along said northwesterly boundary of said Tract 14 and the prolongation thereof south 24°56'35" west 10.00 feet; thence north 63°49'34" west 728.59 feet; thence north 61°55'03" west 144.88 feet; thence north 61°44'14" west 200.37 feet; thence north 61°43'31" west 165.50 feet; thence north 75°46'16" west 176.87 feet; thence north 84°58'24" west 103.32 feet to the westerly boundary of said Tract 1; thence along said boundary north 04°45'35" west 10.15 feet to the POINT OF BEGINNING, containing 15,221 square feet (0.35 acres) more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Tract 1 as an easement for temporary construction purposes.



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

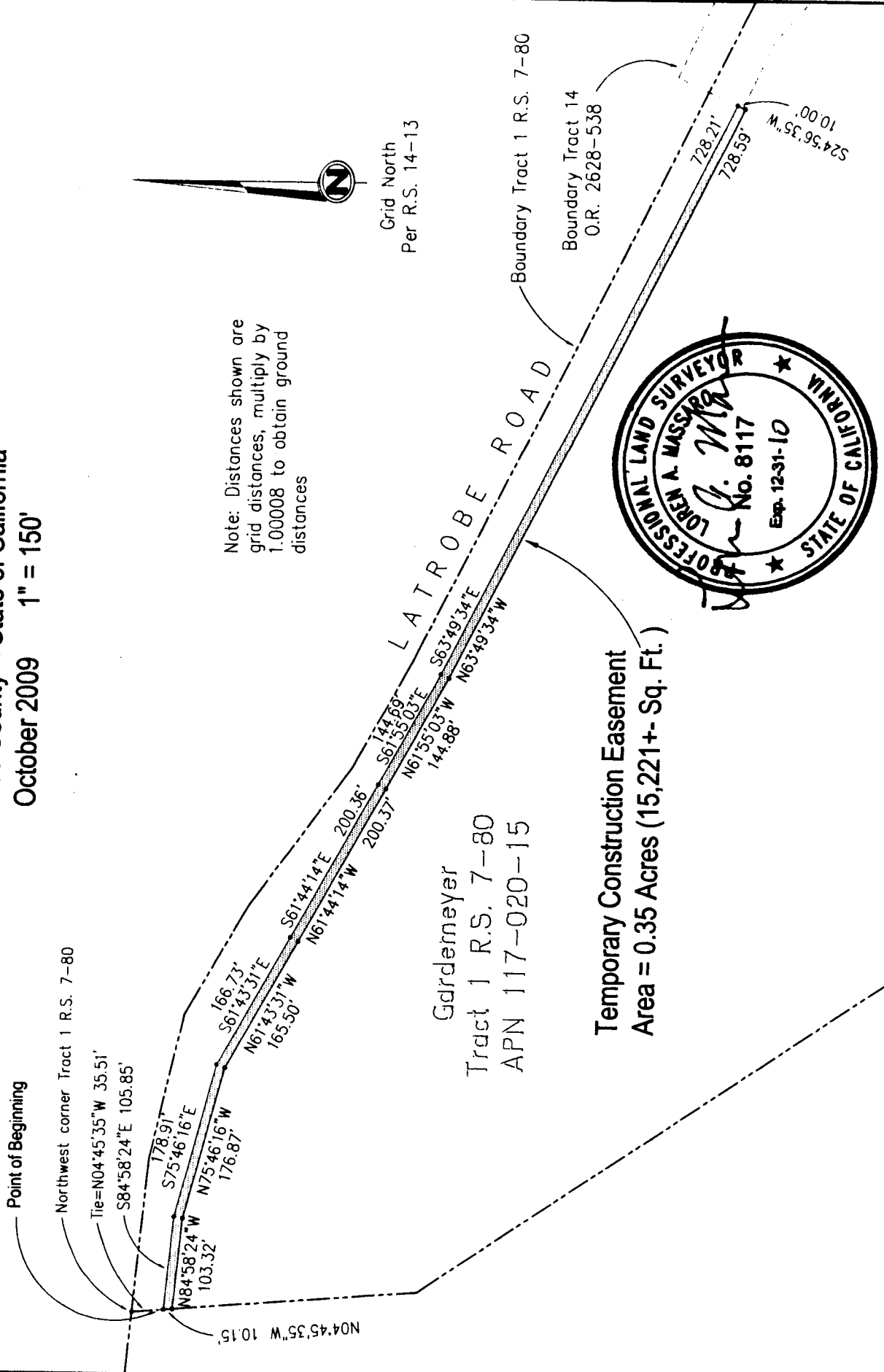
10.22.2009

Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
October 2009 1" = 150'



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 117-020-15
Dennis A. and Denice Gardemeyer

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated XXXXXXXXXXXX, 2011 from **DENNIS A. GARDEMEYER AND DENICE GARDEMEYER, Trustees of the Gardemeyer Revocable Trust Dated March 10, 1993**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2011

COUNTY OF EL DORADO

By: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT 'F'

CF0059B QUITCLAIM EASEMENT
 AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY
 3675 "T" STREET, ROOM 111
 SACRAMENTO, CA 95816
 ATTN: RIGHT OF WAY OFFICE

Location: County of El Dorado, State of California
 Document Transfer Tax \$0.00

Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less liens & Encumbrances
 Remaining at Time of Sale

Consideration of Value Less Than \$100.00

Signature of declarant or agent determining tax:
 _____ Agent: SDR

AT&T Job No.: 7496956 (UC1249Q),
 Exchange: Folsom-El Dorado,
 GEOCO: UC27
 A.P. No.: 117-020-15
 R/W File No.: ELD13506-02

Por. Sec. 30, T9N, R9E, MDB&M
 Por. Tract 1, Bk. 7 Record of Surveys, Pg. 80

QUITCLAIM OF EASEMENT

PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T"), as successor in interest to PACIFIC BELL TELEPHONE COMPANY, doing business as SBC CALIFORNIA ("SBC"), to Pacific Bell and to the Pacific Telephone and Telegraph Company, does hereby release and quitclaim to the owner (GARDEMEYER REVOCABLE TRUST DATED MARCH 10, 1993) of the hereinafter described real property, all of its right title and interest in and to that portion of that certain easement granted by CEMO INDUSTRIAL TRACT, INC., a California corporation, recorded in Book 1924 at Page 702, Official Records in the Office of the Recorder of El Dorado County, State of California, as described on EXHIBIT 'A' attached hereto and made a part hereof and as shown and delineated on EXHIBIT 'B' also attached hereto and made a part hereof.

This legal description was prepared pursuant to Section 8730c of the Business and Professions code.

PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T"), is informed and believes the Record Owner now is: GARDEMEYER REVOCABLE TRUST DATED MARCH 10, 1993.

PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T"), covenants that the easement hereby quitclaimed is not necessary or useful in the performance of its duties to the public.

Executed this _____ day of _____, 20_____.

PACIFIC BELL TELEPHONE COMPANY, doing business as AT&T CALIFORNIA ("AT&T")

By: _____
 RON FISHER - AREA MANAGER/RIGHT-OF-WAY

ENGINEERING MANAGER APPROVAL:
 _____ Date: _____
 PAM KING

Engineer's Initial's: _____ Date: _____

Planner's Initial's: _____ Date: _____

EXHIBIT 'F'

-2-

AT&T Job No.: 7496956 (UC1249Q),
Exchange: Folsom-El Dorado,
GEOCO: UC27
A.P. No.: 117-020-15
R/W File No.: ELD13506-02

Por. Sec. 30, T9N, R9E, MDB&M
Por. Tract 1, Bk. 7 Record of Surveys, Pg. 80

STATE OF CALIFORNIA
COUNTY OF _____

ALL PURPOSE ACKNOWLEDGMENT

On _____, before me, _____, Notary Public, personally appeared RON FISHER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Public in and for said State

Exhibit 'A'

All that certain property situate in Section 30, Township 9 North, Range 9 East, M.D.M., El Dorado County, State of California. Being a portion of Tract 1 of that particular Record of Survey filed in book 7 of surveys at page 80, official records said county and state, described as follows:

A strip of land ten (10.0) feet in width, lying southwesterly of and parallel with the following described line:

Beginning at a point in the northerly boundary line of that certain document filed for record in book 1924 at page 702 official records said county and state, from which point the northwest corner of said Tract 1 bears the following two (2) courses; 1) north 84°58'24" west 107.12 feet, and 2) north 04°45'35" west 30.44 feet; thence from said POINT OF BEGINNING along said northerly boundary south 84°58'24" east 60.77 feet; thence south 77°37'56" east 162.56 feet; thence south 61°19'29" east 138.62 feet; thence south 54°37'12" east 192.92 feet to terminus point of the herein described line. Said strip contains 5,522 square feet more or less. The southerly line of said strip shall be lengthened or shortened as to terminate at the southerly boundary of said document filed for record in book 1924 at page 702. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per that Record of Survey filed in book 14 at page 13, official records, said county and state. All distances are grid distances. To obtain ground distances multiply grid distances by 1.00008.

The purpose of this description is to describe that portion of said Tract 1 for A.T.T. easement abandonment purposes.

Loren A. Massaro

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

10-30-2009

Date



Exhibit 'B'

Situate in Section 30, Township 9 North, Range 9 East, M.D.M.
El Dorado County State of California
October 2009 1" = 150'

Northwest corner Tract 1 R.S. 7-80

N04°45'35"W 30.44'

Point of Beginning

N84°58'24"W 107.12'

S84°58'24"E 60.77'

S77°37'56"E 162.56'

S67°19'29"E 138.62'

S54°37'12"E 192.92'

ATT Easement
Abandonment Area
= 5,522 Sq. Ft. +/-

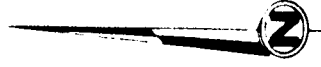
Note: Distances shown are
grid distances, multiply by
1.00008 to obtain ground
distances

Boundary Tract 1 R.S. 7-80

LATROBE ROAD

Existing ATT
Easement per
O.R. 1924-702

Boundary Tract 14
O.R. 2628-538



Grid North
Per R.S. 14-13



Gardemeyer
Tract 1 R.S. 7-80
APN 117-020-15

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

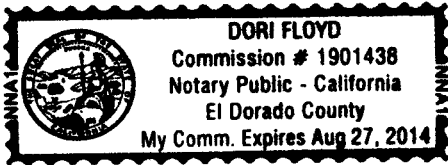
State of California

County of EL DORADO }

On FEB. 15, 2011 before me, DORI FLOYD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DENNIS A. GARDEMAYER AND DENICE GARDEMAYER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

Document Date: FEBRUARY 15, 2011 Number of Pages: 34

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

Capacity(ies) Claimed by Signer(s)

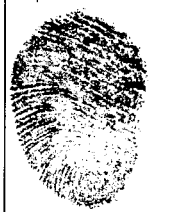
Signer's Name: DENNIS A. GARDEMAYER

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer's Name: DENICE GARDEMAYER

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

