

EASEMENT ACQUISITION AGREEMENT

This Easement Acquisition Agreement ("Agreement") is made by and between **the COUNTY OF EL DORADO**, a political subdivision of the State of California ("County") and **LARRY L. BATCH AND DONNA M. BATCH, HUSBAND AND WIFE, AS JOINT TENANTS** ("Sellers"), with reference to the following facts:

RECITALS

A. Sellers own that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. Sellers desire to dedicate and County desires to accept for public purposes, an easement across a strip of land on the Property, which easement is more particularly described in Exhibit B attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. PURCHASE AND SALE.

Sellers hereby agree to sell to County and County hereby agrees to purchase from Sellers an easement across a strip of land which is a part of the Property for construction, inspection, and maintenance of drainage and erosion control improvements and appurtenant purposes, the terms, conditions, course and size of which easement are described in the form of the Grant of Easement attached hereto as Exhibit B, and incorporated herein (the "Easement").

2. PURCHASE PRICE

The total purchase price for the Easement shall be Five Hundred Dollars (\$500) (the "Purchase Price"). County shall pay the Purchase Price in cash or other immediately available funds at Close of Escrow (as such term is hereinafter defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW.

The purchase and sale of the Easement shall be consummated by means of Escrow No. 203-6131 which has been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Deb Landerkin, ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant of Easement from Sellers to County for the Easement, which shall occur on or before September 4, 2007, or such other date as the parties hereto shall mutually agree in writing.

4. ESCROW AND OTHER FEES.

Sellers shall pay the costs of obtaining notarial acknowledgment for executing the Grant of Easement.

County shall pay: (I) the Escrow Holder's fees; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance; and (iv) documentary transfer tax, if any.

5. TITLE.

Sellers shall by Grant of Easement grant to County the Easement, free and clear of all title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Easement shall vest in the County of El Dorado subject only to: (I) covenants, conditions, restrictions and reservations of record if any; (ii) easements or rights of way over the land for public or quasi-public utility or public road purposes, if any; and (iii) exceptions numbered 1 through 3 paid current, and subject to items 5 through 9 contained in Placer Title Company Preliminary Title Report No. 203-6131 dated as of November 1, 2006.

The 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 of El Dorado.

6. TAXES

Sellers authorize Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon which shall be cleared from the Property prior to Close of Escrow.

7. 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 but not limited to the South Tahoe Public Utility District. Sellers agree to indemnify and hold County harmless from any claims arising therefrom.

Sellers authorize Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent assessments, bonds, charges or liens, together with penalties and interest thereon, which shall be cleared from the Property prior to Close of Escrow.

8. 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.

9. REAL ESTATE BROKER.

Neither Sellers nor County has employed a broker or sales agent in connection with the purchase and sale of the Easement and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

10. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.

A. Sellers shall execute and County shall deliver to Escrow Holder the fully executed Grant of Easement for the Easement not later than one (1) week prior to the Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow funds in an amount equal to the Purchase Price plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificate of Acceptance to be attached to and recorded with the Grant of Easement.

C. Escrow Holder shall:

- (i) Record the Easement Deed together with County's Certificate of Acceptance;
- (ii) Cause the policy of title insurance to be issued;

- (iii) Deliver the Purchase Price to Sellers minus the prorations, costs, fees and expenses to be borne by Sellers as herein provided.

11. TIME OF THE ESSENCE.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the purchase and sale contemplated hereby shall be null and void.

12. 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.

13. 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:

SELLERS: **Larry L Batch**
 Donna M. Batch
 521 Marilyn Lane
 Redlands, CA 92373

COUNTY: **COUNTY OF EL DORADO**
 Department of Transportation
 924B Emerald Bay Road
 South Lake Tahoe, CA 96150

14. ATTORNEY'S FEES. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

15. EFFECTIVE DATE.

This Agreement shall be effective as of the last date written below.

COUNTY OF EL DORADO

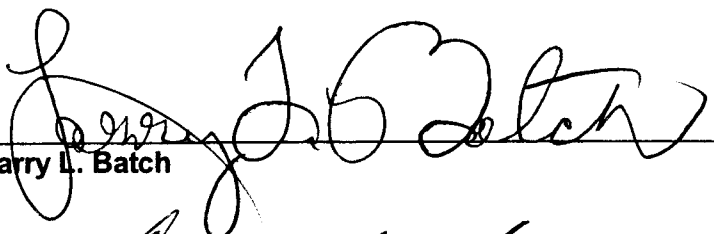
Date: _____

Chairman, Board of Supervisors

ATTEST:
CINDY KECK
Clerk of the Board of Supervisors

By _____
Deputy Clerk

Dated: 25 May 07



Larry L. Batch

Dated: 5/25/07



Donna M. Batch

ACKNOWLEDGMENT

State of California
County of San Bernardino

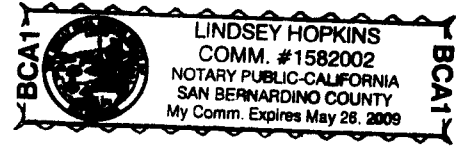
On May 25, 2007 before me, Lindsey Hopkins, Notary Public
(here insert name and title of the officer)

personally appeared Larry L. Batch Donna M. Batch

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature Lindsey Hopkins



(Seal)

BATCH
APN 036-370-26
JN 95151/ 95188

Exhibit A

DESCRIPTION

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

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PTN. OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 18 EAST, M.D.M.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, ON JANUARY 26, 1973, IN BOOK 2 OF PARCEL MAPS, AT PAGE 131.

A.P.N. 036-370-26-100

Exhibit B

GRANT OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **LARRY L. BATCH AND DONNA M. BATCH, HUSBAND AND WIFE, AS JOINT TENANTS**, do hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, an easement for the construction, installation, inspection, repair, and maintenance of storm drainage, erosion control, and appurtenant improvements thereto inclusive of an asphalt concrete dike or equivalent conveyance, on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

Said easement is to consist of, but not be limited to the following:

- (a) The right to keep repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, **Christmas Valley Phase 1 Erosion Control and Stream Environment Zone Enhancement Project**.
- (b) The rights of ingress and egress, in perpetuity, for purposes of construction, inspection, and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and

(c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Said easement shall be SUBJECT TO a right of entry by the State of California ("State") in the event that any essential term or condition of that certain "Grant Agreement for the Acquisition of the Real Property" entered into between the State, acting by and through the California Tahoe Conservancy and the County of El Dorado on March 16, 2007, CTA-06036 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of County of El Dorado under said agreement, and shall have the effect of vesting all title of the County of El Dorado to the hereinabove described easement in the State at the expiration of thirty (30) days from the recordation of said notice.

Said right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

Dated: _____

Larry L. Batch

Dated: _____

Donna M. Batch

EXHIBIT '1'
LEGAL DESCRIPTION

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 2 of Parcel Maps, at Page 131, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 17, Township 11 North, Range 18 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most southerly corner of said parcel; thence along the westerly boundary North $14^{\circ}59'39''$ West (cite North $13^{\circ}45'$ West) 23.20 feet to the northerly line of the "non exclusive easement for road and utilities" as shown on said map; thence leaving said boundary South $59^{\circ}04'57''$ East 23.44 feet to the southerly boundary of said parcel; thence along said boundary along a 99.98 foot radius non-tangent curve to the right, an arc distance of 17.53 feet, through a central angle of $10^{\circ}02'40''$, and subtended by a chord which bears South $52^{\circ}42'11''$ West 17.50 feet to the true point of beginning of this description, containing 189 square feet (0.004 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit '2'

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 61 I, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999623.

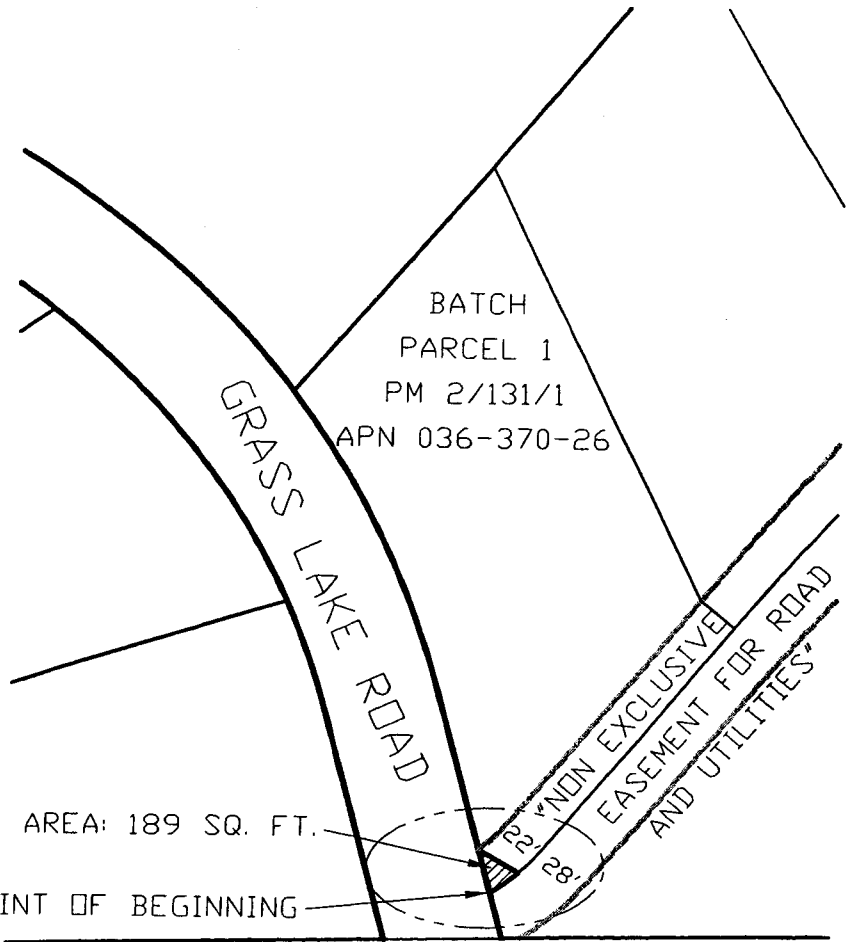


4-16-07

EXHIBIT '2'



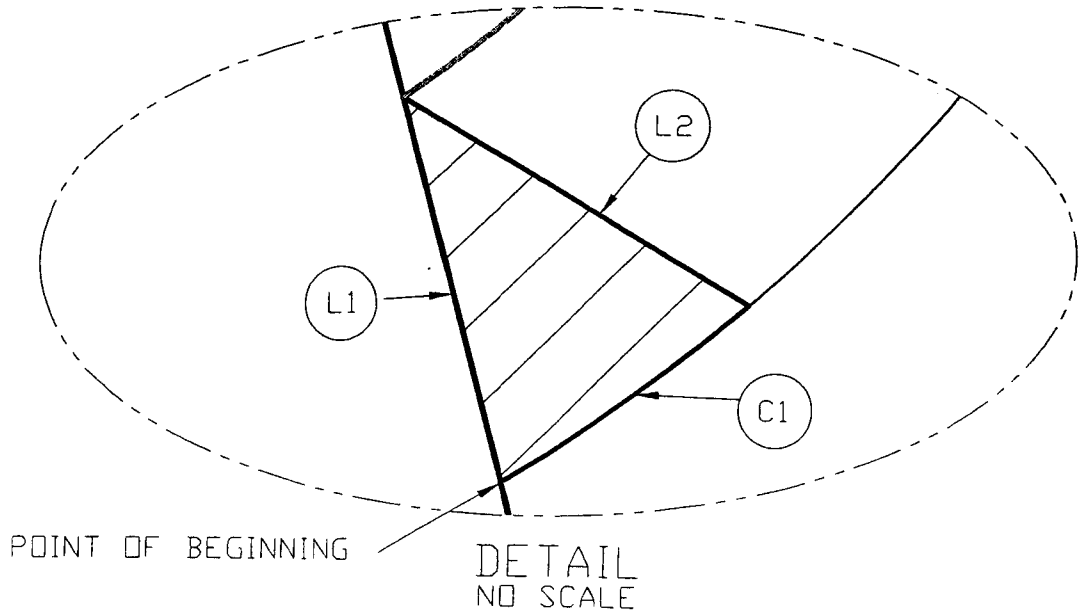
SCALE : 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L1	23.20'	N14°59'39"W
L2	23.44'	S59°04'57"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD	
C1	17.53'	99.98'	10°02'40"	S52°42'11"W	17.50'	

SEE DETAIL



BATCH
APN 036-370-26
JN 95151/95188

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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



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

Above Section For Recorder's Use

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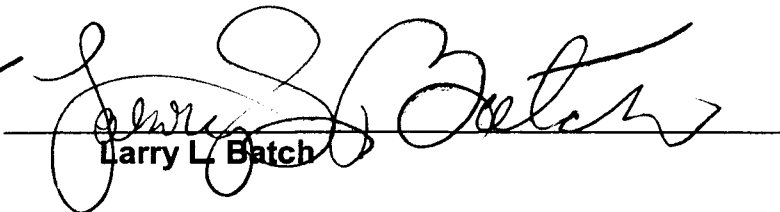
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Dated: 15 May 07 
Larry L. Batch

Dated: 5/25/07 
Donna M. Batch

Golden State Notary Acknowledgment Form

State of California
County of San Bernardino } ss.

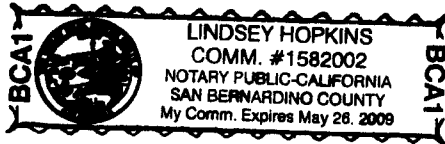
On May 25, 2007 before me, Lindsey Hopkins, Notary Public
personally appeared Larry L. Batch Donna M. Batch

personally known to me (or 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.

WITNESS my hand and official seal.

Lindsey Hopkins
Signature of Notary

Seal



Notes

Please provide information about the document that this form is attached to.
This is not required under California State notary public law.

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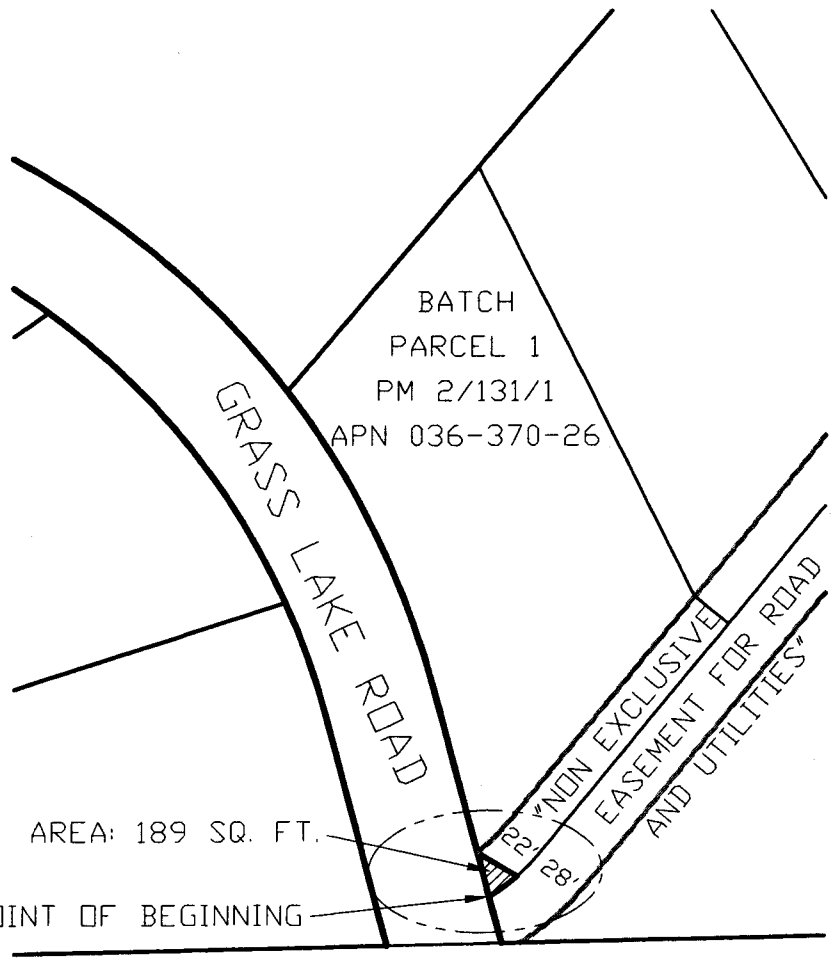
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EXHIBIT '2'



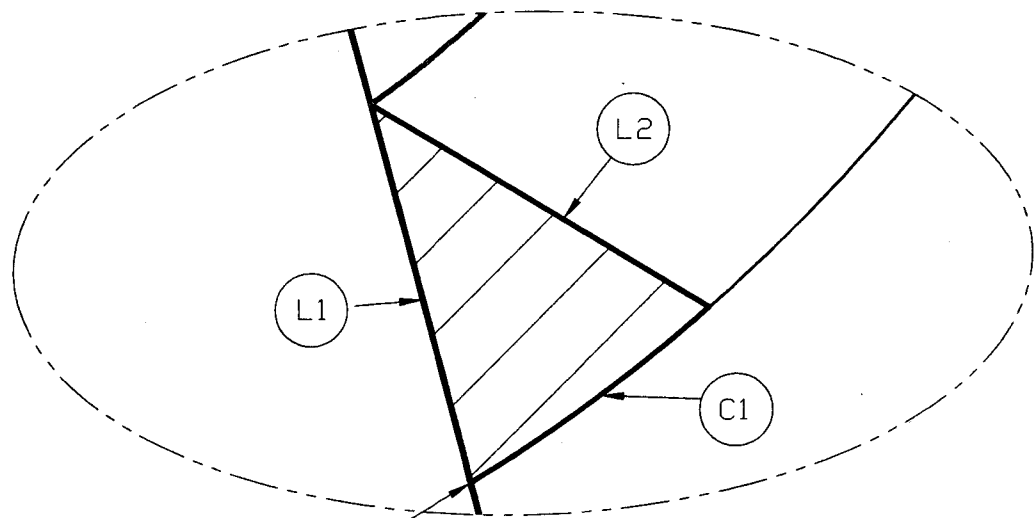
SCALE : 1" = 100'



SEE DETAIL

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POINT OF BEGINNING

DETAIL
NO SCALE

BATCH
APN 036-370-26
JN 95151/95188

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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



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

Above Section For Recorder's Use

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Easement dated May 25, 2007, from **LARRY L. BATCH AND DONNA M. BATCH, HUSBAND AND WIFE, AS JOINT TENANTS**, to the **County of El Dorado**, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on _____, and the grantees consent to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2007.

COUNTY OF EL DORADO

By _____

Chairman, Board of Supervisors

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By _____
Deputy