

Seller: Burnor  
APN: 116-191-08  
Project#: 72366  
Escrow#: 205-11157

## 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 LYLA M. BURNOR, TRUSTEE OF THE LYLA M. BURNOR REVOCABLE TRUST DATED OCTOBER 26, 2004, 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 Slope and Drainage Easement as described and depicted in Exhibit B and the exhibits thereto, all of 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 Exhibit B and the exhibits thereto, which is attached hereto and hereby incorporated by reference and made a part hereof.

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**2. JUST COMPENSATION**

The just compensation for the Easement is in the amount of **\$700.00 (Seven Hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement is \$700.00.

**3. ESCROW**

The acquisition of the Easement shall be consummated by means of Escrow No. 205-11157, 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 June 30, 2008, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

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**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. 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 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.

**7. 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 Cameron Park Drive, 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

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for such possession and use, including damages, if any, from said date.

**8. 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 Easement is 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.

**9. 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.

**10. 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.

**11. 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.

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C. Escrow Holder shall:

- (i) Record the Easement described and depicted in Exhibit B and the exhibits thereto, together with County's Certificate of Acceptance.
- (ii) Deliver the just compensation to Seller.

**12. 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.

**13. 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.

**14. 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: Lyla M. Burnor  
3395 Maricopa Court  
Cameron Park, CA 95682**

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**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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

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**19. 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.

**20. 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.

**21. 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.

**22. ENTIRE AGREEMENT**

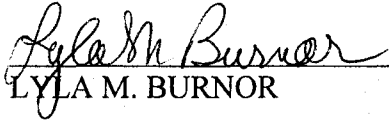
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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**SELLER:**

**LYLA M. BURNOR, TRUSTEE OF THE LYLA M. BURNOR REVOCABLE TRUST DATED  
OCTOBER 26, 2004**

Date: 4-30-08

By:   
LYLA M. BURNOR

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rusty Dupray, Chairman of the Board  
Board of Supervisors

ATTEST: CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



**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 LOT 54, AS DESIGNATED AS "EXCLUSIVE AREA LIMITS", AS SHOWN ON THAT CERTAIN MAP ENTITLED "CAMERON PARK UNIT NO. 11", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 18, 1970 IN MAP BOOK "E" AT PAGE 82.

**PARCEL TWO:**

ALL OF THE REMAINDER OF LOT 54 IN "CAMERON PARK UNIT NO. 11", AS SHOWN ON THAT CERTAIN MAP REFERENCED IN PARCEL ONE ABOVE, WHICH SAID REMAINING PORTIONS OF SAID LOTS ARE SUBJECT TO TO THE EASEMENTS SHOWN AND DESIGNATED UPON SAID MAP.

**A.P.N. 116-191-08-100**

**EXHIBIT 'B'**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Above section for Recorder's use \_\_\_\_\_

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

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **LYLA M. BURNOR, TRUSTEE OF THE LYLA M. BURNOR REVOCABLE TRUST DATED OCTOBER 26, 2004**, hereinafter referred to as "Grantor", grants 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, described as:

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

**IN WITNESS WHEREOF**, Grantor has herein subscribed her name on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**GRANTOR:**

**LYLA M. BURNOR, TRUSTEE OF THE LYLA M. BURNOR REVOCABLE TRUST DATED OCTOBER 26, 2004**

By: \_\_\_\_\_  
LYLA M. BURNOR, TRUSTEE

**(Notary Acknowledgements Follow)**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**SLOPE & DRAINAGE EASEMENT**

All that portion of Lot 54, as said parcel is shown on the map recorded in Book E of Maps, at Page 82, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 28, Township 10 North, Range 9 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

The easterly 10 feet of said lot, lying within the "10' Non-Vehicular Easement" as shown on said map, containing 275 sq. ft., more or less.

END OF DESCRIPTION.



7-30-07

**EXHIBIT 'B'**

EXISTING RIGHT-OF-WAY

PROPOSED  
10 FOOT  
SLOPE  
EASEMENT

EXISTING  
15 FOOT  
DRAINAGE  
EASEMENT

E-82 LOT 53  
116:191:07  
BURNOR E-82 LOT 54  
116:191:08

PROPERTY LINE

E-82 LOT 55  
116:191:09



EXHIBIT  
SCALE: 1:20



**CAMERON PARK DR / LA CANADA DR  
INTERSECTION IMPROVEMENTS  
RIGHT OF WAY EXHIBIT**

DESIGNED:	DRF
DRAWN:	DRF
CHECKED:	DWS
DATE:	03/26/08

**PROJECT NO.  
72366**

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