

Seller: Morrison
APN: 331-191-54
Project#: 99414
Escrow# 205-11772

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 MARTIN A. MORRISON AND CHRISTINE C. MORRISON, HUSBAND AND WIFE AS JOINT TENANTS, 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 Sewer 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 **\$1,400.00 (One Thousand Four Hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement is \$1,400.00.

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 205-11772, 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 September 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

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F. All costs of any partial reconveyances of deeds of trust, if any.

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 and between Willow Street and Union Mine Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this

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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.

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: Martin and Christine Morrison
P.O. Box 474
4819 Willow Street
El Dorado, CA 95623**

Seller: Morrison
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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. CONSTRUCTION CONTRACT WORK

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. County, the County's contractor or its authorized agent to install new sewer pipe force main through new easement area; the existing sewer pipe force main bisecting the property will be removed in its entirety and the ground returned to an existing grade to the street. All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found.

22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number: 331-191-54) where necessary to perform the replacement and/or reconstruction as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance.

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23. 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.

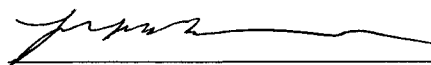
24. ENTIRE AGREEMENT

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:

MARTIN A. MORRISON AND CHRISTINE C. MORRISON, HUSBAND AND WIFE AS JOINT TENANTS

Date: 7/22/08

By: 
MARTIN A. MORRISON

Date: 7/22/08

By: 
CHRISTINE C. MORRISON

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:

A PORTION OF THE SOUTH ½ OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M. BEING A PORTION OF TOM ALLEN TRACT SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON AUGUST 25, 1981 IN BOOK 29 OF PARCEL MAPS AT PAGE 129 EL DORADO COUNTY RECORDS.

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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 SEWER EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **MARTIN A. MORRISON AND CHRISTINE C. MORRISON, HUSBAND AND WIFE AS JOINT TENANTS**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a sewer easement for maintenance of pipeline facilities together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

The Grantor shall not construct or place any structure, excluding roadways and sidewalks, including, but not limited to, buildings, swimming pools, street light, power pole, yard light, block or concrete type walls or fencing, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the County of El Dorado without liability for damages arising therefrom, provided such construction is in violation of this section.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2008.

GRANTOR:

MARTIN A. MORRISON AND CHRISTINE C. MORRISON, HUSBAND AND WIFE AS JOINT TENANTS

By: _____
MARTIN A. MORRISON

By: _____
CHRISTINE C. MORRISON

(Notary Acknowledgements Follow)

EXHIBIT 'A'
SEWER EASEMENT

A 10 foot wide strip of land, being a portion of Parcel 4, as said tract is shown on that map filed for record in Book 29, Parcel Maps, at Page 129, in the office of the El Dorado County Recorder, and lying in the south half of Section 35, Township 10 North, Range 10 East, M.D.M., and more particularly described as follows:

Beginning at the southwest corner of said parcel; thence along the westerly boundary North 00°00'21" West 16.15 feet to the beginning of a 105.00 foot radius curve to the right; thence leaving said boundary northerly along said curve an arc distance of 10.61 feet, through a central angle of 05°47'16", and subtended by a chord which bears North 02°53'17" East 10.60 feet; thence North 05°46'55" East 3.78 feet to an existing Non-Exclusive Road and Public Utilities Easement as shown on the aforementioned parcel map, and the beginning of a 50.00 foot radius non-tangent curve to the left; thence easterly along said easement an arc distance of 10.27 feet, through a central angle of 11°46'06", and subtended by a chord which bears North 83°03'34" East 10.25 feet; thence leaving said easement on a non-tangent line South 05°46'55" West 6.04 feet to the beginning of a 95.00 foot radius curve to the left; thence southerly along said curve an arc distance of 9.60 feet, through a central angle of 05°47'16", and subtended by a chord which bears South 02°53'17" West 9.59 feet; thence South 00°00'21" East 20.63 feet to the beginning of a 25.00 foot radius curve to the left; thence southerly along said curve an arc distance of 2.59 feet, through a central angle of 05°56'20", and subtended by a chord which bears South 02°58'31" East 2.59 feet to the southwesterly boundary of said parcel; thence along said boundary North 55°05'00" West 12.36 feet to the point of beginning, containing 0.008 acres, more or less.

END OF DESCRIPTION.

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



4-17-07

EXHIBIT 'B'

WILLOW ST.



SCALE: 1" = 20'

R=50.00'
L=10.27'
 $\Delta=11^{\circ}46'06''$
Ch=N83^{\circ}03'34"E
10.25'

EXISTING NON-EXCLUSIVE ROAD
AND PUBLIC UTILITIES EASEMENT
PER 29-PM-129

PARCEL 4
29-PM-129
APN 331-191-54

N05^{\circ}46'55"E
3.78'

S05^{\circ}46'55"W
6.04'

R=105.00'
L=10.61'
 $\Delta=5^{\circ}47'16''$
Ch=N02^{\circ}53'17"E
10.60'

R=95.00'
L=9.60'
 $\Delta=5^{\circ}47'16''$
Ch=S02^{\circ}53'17"W
9.59'

N00^{\circ}00'21"W
16.15'

S00^{\circ}00'21"E
20.63'

POINT OF
BEGINNING

R=25.00'
L=2.59'
 $\Delta=5^{\circ}56'20''$
Ch=S02^{\circ}58'31"E
2.59'

N55^{\circ}05'00"W
12.36'

CENTERLINE PROPOSED
SEWER LINE

UNION MINE RD.