

Seller: EID
APN: 118-020-04
Project#: 72403,
Latrobe Rd. Widening
Escrow#: 205-11557

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 EL DORADO IRRIGATION DISTRICT, a special district formed and existing under the laws of the State of California, 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 (“Acquisition Parcel”), in fee by Grant Deed as described and depicted in the attached Exhibit B and the exhibits thereto, 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:

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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 Property, as described and depicted in the attached Exhibit B and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Property is in the amount of **\$1.00 (One Dollar, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Property is \$1.00.

3. ESCROW

The acquisition of the Acquisition Property shall be consummated by means of Escrow No. 205-11557, 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 Grant Deed, from Seller to County for the Acquisition Property. 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, 2007 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

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

5. TITLE

Seller shall by Grant Deed convey the Acquisition Parcel to the County free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Parcel 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 #205-11557, dated July 23, 2007; and
- C. Subject to all exceptions as contained in said preliminary 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 Parcel is vested in County free

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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. NO WARRANTIES

Seller makes no warranties, except as expressed in this Agreement or implied by law, regarding the Acquisition Property, or any encumbrances to its title.

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, if any. 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 County shall be responsible for the payment of any assessments, bonds, charges or liens imposed upon the Acquisition Parcel by any federal, state or local government agency, including Pacific Gas & Electric Company, and SBC, other than those identified in paragraph 5 above.

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9. NO ENVIRONMENTAL WARRANTIES

Seller makes no representations or warranties regarding compliance or non-compliance with any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Property or Acquisition Parcel, including, but not limited to, soil and groundwater contamination. Further, Seller makes no representations or warranties regarding any fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Acquisition Parcel, County, or Seller relating to environmental matters.

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 fee property described in the Grant Deed 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. WAIVER OF AND RELEASE OF CLAIMS

Except as specified in Section 10, or other provisions of this Agreement, this Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Parcel 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.

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12. 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.

13. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Parcel, 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.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed for the Acquisition Parcel 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 Grant Deed.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed for the Acquisition Parcel described and depicted in Exhibit B and the exhibits thereto, together with County's Certificate of Acceptance
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Seller.

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15. 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.

16. 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.

17. 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: El Dorado Irrigation District
2890 Mosquito Rd.
Placerville, CA 95667
Attn: Jim Hilton, Right of Way Agent; Thomas D. Cumpston, General Counsel**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

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**COPY TO: County of El Dorado
Department of Transportation
Attention: R/W Program Manager
2850 Fairlane Court
Placerville, CA 95667**

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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23. LEASE WARRANTY PROVISION

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

24. EFFECTIVE DATE

This Agreement shall be subject to the approval of the El Dorado Irrigation District's Board of Directors and the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

25. ENTIRE AGREEMENT

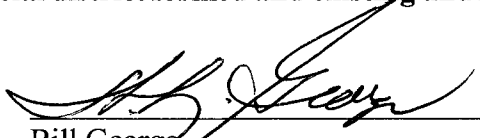
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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SELLER:

EL DORADO IRRIGATION DISTRICT, a special district formed and existing under the laws of the State of California,

Date: 10/23/07

By: 
Bill George,
President of the Board of Directors

Date: 10/23/07

By: 
Ane D. Deister,
Secretary

Reviewed & Approved on: 10/19/07


EID General Counsel's Office

COUNTY OF EL DORADO:

Date: _____

By: _____
Helen K. Baumann, 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 SECTIONS 13 AND 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, FROM WHENCE THE NORTH CORNER COMMON TO SAID SECTIONS 13 AND 14 BEARS NORTH 56 DEG 04' WEST 1278.79 FEET; THENCE FROM THE POINT OF BEGINNING DUE WEST 2618.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LATROBE ROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 32 DEG 04' 10" EAST 323.70 FEET; THENCE SOUTH 31 DEG 04' 10" EAST 908.75 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 960.0 FEET, THE CHORD OF WHICH BEARS SOUTH 45 DEG 01' 55" EAST 463.27 FEET; THENCE SOUTH 58 DEG 59' 40" EAST 188.09 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1040.00 FEET, THE CHORD OF WHICH BEARS SOUTH 40 DEG 06' 24" EAST 673.33 FEET; THENCE LEAVING SAID RIGHT OF WAY DUE EAST 1055.22 FEET; THENCE DUE NORTH 1991.95 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SECTION 13 AND 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED PARCEL FROM WHENCE THE NORTH CORNER COMMON TO SAID SECTIONS 13 AND 14 BEARS NORTH 17 DEG 11' 28" EAST 971.28 FEET; THENCE FROM THE POINT OF BEGINNING SOUTH 48 DEG 45' 40" WEST 660.44 FEET; THENCE SOUTH 04 DEG 48' 37" EAST 332.19 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 293.19 FEET, THE CHORD OF WHICH BEARS SOUTH 20 DEG 04' 21" EAST 154.36 FEET; THENCE SOUTH 35 DEG 20' 06" EAST 195.72 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 121.93 FEET, THE CHORD OF WHICH BEARS SOUTH 09 DEG 27' 52" EAST 106.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LATROBE ROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 58 DEG 59' 40" EAST 124.57 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 48 DEG 45' 40" EAST 951.62 FEET; THENCE NORTH 41 DEG 14' 20" WEST 815.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, A 1-1/2 INCH CAPPED IRON PIPE STAMPED "LS 3012-1979" BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA IN BOOK 1781 AT PAGE 105, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14 BEARS EAST 2618.82 FEET AND NORTH 56 DEG 07' 40" WEST 1276.62 FEET; THENCE FROM POINT OF BEGINNING AND ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL, EAST 323.70 FEET, A SIMILAR PIPE; THENCE LEAVING SAID BOUNDARY, SOUTH 32 DEG 04' 10" EAST 323.70 FEET, A SIMILAR PIPE; THENCE WEST 323.70 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED "R/W-1965-PL8" ON THE NORTHEASTERLY BOUNDARY OF LATROBE ROAD; THENCE ALONG SAID BOUNDARY NORTH 32 DEG 04' 10" WEST 323.70 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
LEGAL DESCRIPTION continued

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:
BEGINNING AT A 3/4 INCH DIAMETER CAPPED IRON PIPE STAMPED "R/W-1965-P18" AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS THE FOLLOWING FOUR (4) COURSES: 1. EAST 323.70 FEET, 2. NORTH 32 DEG 04' 10" WEST 323.70 FEET, 3. EAST 2295.12 FEET AND 4. NORTH 56 DEG 07' 40" WEST 1276.62 FEET; THENCE FROM SAID POINT OF BEGINNING EAST 323.70 FEET TO A 1-1/2 INCH DIAMETER CAPPED IRON PIPE STAMPED "LS 3012-1979"; THENCE SOUTH 31 DEG 04' 10" EAST 351.07 FEET; THENCE WEST 323.70 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LATROBE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 31 DEG 04' 10" WEST 351.07 FEET TO THE POINT OF BEGINNING. ACCORDING TO A SURVEY BY WAYNE C. SWART, LS 4130 IN 1992.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID SECTIONS 13 AND 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. AS DEEDED TO THE COUNTY OF EL DORADO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA BY GRANT DEED FROM EL DORADO IRRIGATION DISTRICT, RECORDED JULY 1, 2003, IN SERIES NO. 2003-0065682, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, HYDROCARBONS, THERMAL ENERGY AND OTHER MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE PROPERTY DESCRIBED HEREIN, WITHOUT THE RIGH OF ENTRY ON SAID LAND ABOVE A DEPTH OF 500 FEET THEREOF AS EXCEPTED IN DEED FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, RECORDED JULY 16, 1979 IN BOOK 1781 AT PAGE 105 OFFICIAL RECORDS.

A.P.N. 118-020-04-100

EXHIBIT 'B'

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL 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 DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **EL DORADO IRRIGATION DISTRICT**, a special district formed and existing under the laws of the State of California, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, in fee, 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.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2007.

GRANTOR:

EI DORADO IRRIGATION DISTRICT, a special district formed and existing under the laws of the State of California,

By: _____
Bill George,
President of the Board of Directors

By: _____
Ane D. Deister,
Secretary

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of the tract of land shown on the map recorded in Book 7 of Record of Surveys, at Page 106, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

PORTION 1

Beginning at a 5/8" aluminum capped rebar, stamped "El Dorado County D.O.T." marking the most southerly point on the new easterly right-of-way line of Latrobe Road, as shown on the Record of Survey recorded in Book 28 of Surveys, at Page 91, Sheet 4 of 4; thence along said new right-of-way line North 59°12'30" East 0.852 meters (2.80 feet) to a point hereinafter referred to as **Point 'A'**; thence leaving said new right-of-way line South 30°47'30" East 3.787 meters (12.42 feet) to the existing easterly right-of-way line of said Latrobe Road, a point of cusp and the beginning of a 292.587 meter (959.93 foot) radius non-tangent curve to the right; thence northwesterly along said curve and right-of-way line an arc distance of 3.882 meters (12.74 feet), through a central angle of 0°45'37", and subtended by a chord which bears North 43°28'31" West 3.882 meters (12.74 feet) to the point of beginning, containing 1.6 sq. meters (17 sq. ft.), more or less.

PORTION 2

Beginning at the aforementioned **Point 'A'**; thence along the new easterly right-of-way line of Latrobe Road the following 3 courses: 1) North 59°12'30" East 2.835 meters (9.30 feet); 2) North 30°47'30" West 5.720 meters (18.77 feet); 3) South 59°12'30" West 2.835 meters (9.30 feet) **to the true point of beginning**; thence continuing along said new right-of-way the following 3 courses: 1) South 59°12'30" West 0.852 meters (2.80 feet); 2) North 30°47'30" West 53.064 meters (174.09 feet); 3) North 58°50'23" East 0.852 meters (2.80 feet); thence leaving said right-of-way line South 30°47'30" East 53.070 meters (174.11 feet) to the point of beginning, containing 45.2 sq. meters (487 sq. ft.), more or less.

See attached Exhibit.

END OF DESCRIPTION.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



EXHIBIT 'B'

POR. 7-RS-106
APN 118-020-04

LATROBE
ROAD

N58°50'23"E
0.852m

PORTION 2

S30°47'30"E
N30°47'30"W

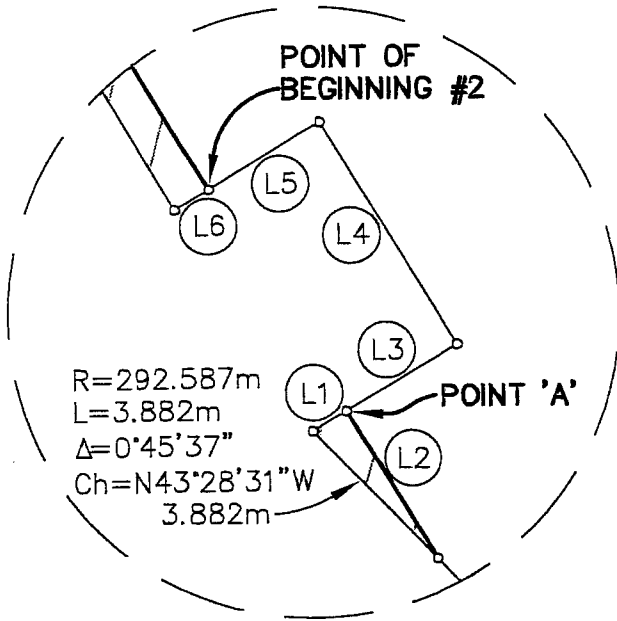
EXISTING
R/W LINE

53.070m
53.064m

POINT OF
BEGINNING #1

SEE DETAIL 'A'

PORTION 1



DETAIL 'A'
NO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N59°12'30"E	0.852m
L2	S30°47'30"E	3.787m
L3	N59°12'30"E	2.835m
L4	N30°47'30"W	5.720m
L5	S59°12'30"W	2.835m
L6	S59°12'30"W	0.852m



SCALE = 1:500
METRIC

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