

Seller: Cargill Family Trust  
APN: 098-160-04  
Project#: 73358  
Escrow#: 205-12836

**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 Daniel Robert Cargill and Laurie Ann Cargill, Trustees in Trust Under The Cargill Family Trust Dated August 19, 2003, 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, on a portion of the Property, a Slope and Drainage Easement, as described and depicted in Exhibit B, and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Property”, 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 Acquisition Property, as described and depicted in the attached Exhibit B, and the exhibits thereto.

Seller's Initials    *DC*       *LA*

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**2. JUST COMPENSATION**

The just compensation for the Acquisition Property is in the amount of \$254.00, rounded to \$300.00 (Three Hundred Dollars, exactly) for the Slope and Drainage Easement, and \$500.00 for several small trees located on the north side of Pleasant Valley Road and the east side of Moonshine Hill Road, increased to a total **not-to-exceed amount** of \$800.00 (Eight Hundred Dollars, Exactly), which represents the total amount of compensation to Seller.

**3. ESCROW**

The acquisition of the Acquisition Property shall be consummated by means of Escrow No. 205-12836, 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 of Slope and Drainage Easement, 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, 2012, 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



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- 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 Slope and Drainage Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant of Slope and Drainage Easement, convey to the County, the Acquisition Property free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Property 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. 205-12836, dated April 18, 2012, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4, 5, 6, 7 and 8, 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 Property 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.

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**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

Sellers acknowledge that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. 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.

Seller's Initials DCU



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D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

**8. 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.

**9. 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 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 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.

Seller's Initials kc h

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**10. 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.

**11. 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 Property 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 Pleasant Valley 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.

**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 Property, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim

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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 of Slope and Drainage Easement, for the Acquisition Property 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 of Slope and Drainage Easement.
- C. Escrow Holder shall:
  - (i) Record the Grant of Slope and Drainage Easement, for the Acquisition Property, as 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.

**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.



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**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:** Daniel Robert Cargill, Trustee  
Laurie Ann Cargill, Trustee  
P O Box 309  
Diamond Springs, CA 95619

**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: Right of Way Unit  
2850 Fairlane Court  
Placerville, CA 95667

Seller's Initials     *RC*



Seller: Cargill Family Trust  
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**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.

**23. 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.

Seller's Initials           *JK*

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**24. CONSTRUCTION CONTRACT WORK**

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: County or County's contractor or authorized agent will remove several 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. 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.

**25. 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 098-160-04, where necessary to perform the work as described in Section 23 of this Agreement.

**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's Initials 

Seller: Cargill Family Trust  
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**SELLER:**

By: *Don Cargill Trustee* Date: *6/25/12*  
*on Cargill Family Trust*  
*Aug 19 2003*

**Daniel Robert Cargill, Trustee In Trust Under  
The Cargill Family Trust, Dated August 19, 2003**

By: *Laurie Ann Cargill Trustee in Trust* Date: *6/25/2012*  
*Under the Cargill Family Trust Dated*  
*Aug. 19 2003*

**Laurie Ann Cargill, Trustee In Trust Under  
The Cargill Family Trust, Dated August 19, 2003**

**COUNTY OF EL DORADO:**

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

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

**John Knight, Chair  
Board of Supervisors**

ATTEST:  
Clerk of the Board of Supervisors

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

# EXHIBIT A

Order No. 205-12836  
UPDATE  
Version 5

## 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 SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER, IDENTICAL WITH THE NORTHWEST CORNER OF TRACT "E" OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHWEST QUARTER AND OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A STAKE 2 INCHES SQUARE, SCRIBED "F-1" AND "E-2" AND SET IN THE GROUND IN A MOUND OF ROCKS; WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 33, BEARS NORTH 4 DEG 16' EAST 1348.25 FEET; THENCE SOUTH 89 DEG 28' WEST 334.95 FEET TO THE NORTHWEST CORNER, IDENTICAL WITH THE NORTHEAST CORNER OF TRACT "G" OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A SIMILAR STAKE, SCRIBED "F-2" AND "G-1" AND SET IN THE GROUND IN A MOUND OF ROCKS; THENCE SOUTH 0 DEG 31' WEST 547.3 FEET TO THE SOUTHWEST CORNER, IDENTICAL WITH THE SOUTHEAST CORNER OF SAID TRACT "C", A SIMILAR STAKE, SCRIBED "F-3" AND "G-3" AND SET IN THE GROUND IN A MOUND OF ROCKS ON THE NORTHERLY BOUNDARY OF THE RIGHT OF WAY OF THE DIAMOND SPRINGS AND CALDOR RAILROAD, AT A POINT 30 FEET DISTANT FROM THE CENTERLINE OF SAID RAILROAD; THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID RIGHT OF WAY, PARALLEL TO AND DISTANT 30 FEET FROM THE CENTERLINE THEREOF, FROM POINT TO POINT AS FOLLOWS: SOUTH 68 DEG 56' EAST 103.0 FEET; SOUTH 67 DEG 42' EAST 150.15 FEET; SOUTH 68 DEG 31' EAST 106.05 FEET TO THE SOUTHEAST CORNER IDENTICAL WITH THE SOUTHWEST CORNER OF SAID TRACT "E" A SIMILAR STAKE, SCRIBED "F-4" AND "E-3" AND SET IN THE GROUND IN A MOUND OF ROCKS ON THE NORTHERLY SIDE OF SAID RIGHT OF WAY, AT A POINT 30 FEET NORTHERLY FROM THE CENTERLINE THEREOF; THENCE NORTH 0 DEG 31' EAST 683.4 FEET TO THE NORTHEAST CORNER THE PLACE OF BEGINNING. BEARINGS DEFLECTED FROM THE TRUE MERIDIAN AS DETERMINED BY SOLAR OBSERVATIONS.

SAVING AND EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED FROM E. L. KINS, TO JOHN H. REDDICK ET UX, RECORDED OCTOBER 20, 1952 IN BOOK 315 OF OFFICIAL RECORDS OF EL DORADO COUNTY, AT PAGE 272; THENCE FROM SAID POINT OF BEGINNING NORTH 0 DEG 31' EAST 320.00 FEET; THENCE SOUTH 89 DEG 28' WEST 100.00 FEET; THENCE SOUTH 0 DEG 31' WEST IN A STRAIGHT LINE TO THE SOUTHWESTERN LINE OF SAID REDDICK PARCEL; THENCE ALONG THE SOUTHWESTERN LINE OF SAID REDDICK PARCEL, SOUTHEASTERLY TO THE POINT OF BEGINNING.

A.P.N. 098-160-04-100

EXHIBIT B

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

Assessor's Parcel Number 098-160-04  
Cargill Family Trust

\_\_\_\_\_  
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, **Daniel Robert Cargill and Laurie Ann Cargill, Trustees in Trust Under the Cargill Family Trust, Dated August 19, 2003**, 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**

\_\_\_\_\_ Date: \_\_\_\_\_  
Daniel Robert Cargill, Trustee

\_\_\_\_\_ Date: \_\_\_\_\_  
Laurie Ann Cargill, Trustee

**(All signatures must be acknowledged by a Notary Public)**



**Exhibit 'A'**

All that certain property situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 33, Township 10 North, Range 11 East, M.D.M., County of El Dorado, State of California, being a portion of the parcel described in the deed to the Cargill Family Trust, recorded September 18, 2009 in Document 2009-0047351 of Official Records, El Dorado County, more particularly described as follows:

BEGINNING at the southwest corner of said Cargill parcel, thence, northerly along the westerly boundary of Cargill, North 00°31'00" East 36.88 feet, thence leaving said westerly boundary, easterly and at a right angle, South 89°29'00" East 15.00 feet, thence southerly and parallel to said westerly boundary, South 00°31'00" West to the southerly boundary of said Cargill parcel, thence northwesterly along said southerly boundary to the Point of Beginning.

Containing 595 square feet more or less.

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

- End of Description -

The purpose of this description is to describe that portion of Document 2009-0047351 as an easement for slope and drainage purposes.

Philip R. Mosbacher  
Philip R. Mosbacher, P.L.S. 7189

1/03/11  
Date



# Exhibit 'B'

Situate in Southeast One-Quarter of the Northwest  
 One-Quarter of Section 33, T. 10 N., R. 11 E., M.D.M.  
 County of El Dorado, State of California  
 Scale 1" = 60'



2361-OR-263

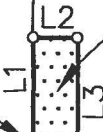
Westerly boundary  
Cargill Family Trust

Cargill Family Trust  
 A.P.N. 098-160-04  
 DOC 2009-0047351

4307-OR-635

DOC 2007-0022486

SW Cor.  
Cargill  
P.O.B.



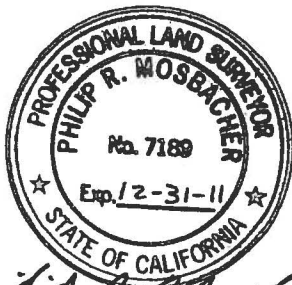
**S.D.E. Area**

595 sq. ft. +/-

Southerly Bndy. Cargill Family Tr.

Pleasant Valley Rd.  
(Road No. 77)

Oak Hill Rd.



*Philip R. Mosbacher*

**Legend**

- o Computation Point
- S.D.E. Slope & Drainage Easement
- P.O.B. Point of Beginning

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N00°31'00"E	36.88'
L2	S89°29'00"E	15.00'
L3	S00°31'00"W	----

RECORDING REQUESTED BY AND  
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Assessor's Parcel Number 098-160-04  
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**GRANT OF SLOPE AND DRAINAGE EASEMENT**

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

**GRANTOR**

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

\_\_\_\_\_  
Daniel Robert Cargill, Trustee in Trust Under the  
Cargill Family Trust, Dated August 19, 2003

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

\_\_\_\_\_  
Laurie Ann Cargill, Trustee in Trust Under the  
Cargill Family Trust, Dated August 19, 2003

**(All signatures must be acknowledged by a Notary Public)**

## Exhibit 'A'

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BEGINNING at the southwest corner of said Cargill parcel, thence, northerly along the westerly boundary of Cargill, North 00°31'00" East 36.88 feet, thence leaving said westerly boundary, easterly and at a right angle, South 89°29'00" East 15.00 feet, thence southerly and parallel to said westerly boundary, South 00°31'00" West to the southerly boundary of said Cargill parcel, thence northwesterly along said southerly boundary to the Point of Beginning.

Containing 595 square feet more or less.

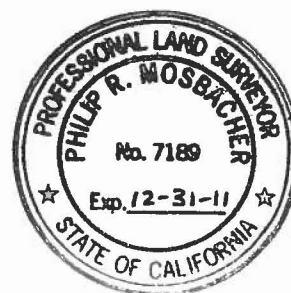
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- End of Description -

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Philip R. Mosbacher, P.L.S. 7189

1/03/11  
Date



# Exhibit 'B'

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 One-Quarter of Section 33, T. 10 N., R. 11 E., M.D.M.  
 County of El Dorado, State of California  
 Scale 1" = 60'



2361-OR-263

Westerly boundary  
Cargill Family Trust

Cargill Family Trust  
 A.P.N. 098-160-04  
 DOC 2009-0047351

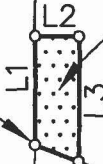
4307-OR-635

DOC 2007-0022486

**S.D.E. Area**

595 sq. ft. +/-

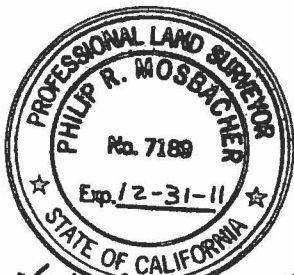
SW Cor.  
Cargill  
P.O.B.



Southerly Bndy. Cargill Family Tr.

Pleasant Valley Rd.  
(Road No. 77)

Oak Hill Rd.



*Philip R. Mosbacher*

**Legend**

- o Computation Point
- S.D.E.** Slope & Drainage Easement
- P.O.B.** Point of Beginning

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
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L3	S00°31'00"W	-----



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

APN 098-160-04  
Cargill Family Trust

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 \_\_\_\_\_ from **Daniel Robert Cargill and Laurie Ann Cargill, Trustees in Trust Under the Cargill Family Trust Dated August 19, 2003**, 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 \_\_\_\_\_, 20\_\_

### COUNTY OF EL DORADO

By: \_\_\_\_\_  
John Knight, Chair  
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk