

Seller: Wix
APN: 327-130-21
Project#: 71317
Escrow#: 205-9774

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 the MICHAEL F. WIX AND EUGENIA B. WIX, 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 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, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto and a Temporary Construction Easement (TCE) as described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", 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 Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto. The terms of the TCE shall be those set forth in Exhibit C, which is attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$23,100.00 for fee title and \$6,900.00 for the TCE, for a total of \$30,000.00 (Thirty Thousand Dollars, exactly)**. Additional compensation to be paid to Seller in lieu of replacement of fencing and landscaping is **\$5,000.00 (Five Thousand Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$30,000.00 for the real property interests and \$5,000.00 compensation in lieu of fencing and landscaping replacement, for total compensation in the amount of **\$35,000.00 (Thirty-Five Thousand Dollars, exactly)**.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9774, 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 and TCE from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all

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instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than March 31, 2007, 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; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and TCE; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deed and TCE, convey to the County, the Acquisition Properties, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties 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.205-9774, dated November 7, 2006, if any; and
- C. Exceptions numbered 1, 2, and 3 paid current, and subject to item 4 as contained in said preliminary report.

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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 Properties 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.

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 contract section and elsewhere in this Agreement shall survive delivery of the deed.

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. 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

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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 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.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents and warrants that, to the best of Seller's knowledge, the Property is not 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. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property 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 Missouri Flat Road, inclusive of the right to

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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

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are 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.

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 Properties, 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 and the TCE for the Acquisition Properties 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,

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together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deed and TCE.

C. Escrow Holder shall:

- (i) Record the Grant Deed and TCE for the Acquisition Properties described and depicted in Exhibits B and C and the exhibits thereto, together with County's Certificates 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.

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

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change of address:

**SELLER: Michael F. Wix and Eugenia B. Wix
3488 Rosebud
Shingle Springs, CA 95682**

**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**

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.

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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.

24. 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.

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:

MICHAEL F. WIX AND EUGENIA B. WIX, HUSBAND AND WIFE AS JOINT TENANTS

Date: _____

By: _____
MICHAEL F. WIX

Date: _____

By: _____
EUGENIA B. WIX

COUNTY OF EL DORADO

Date: _____

By: _____
Helen 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:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, AN IRON PEG DRIVEN IN THE GROUND AT THE FENCE CORNER OF THE WILLIAM DUNN PROPERTY ON THE NORTH SIDE OF THE MISSOURI FLAT-DIAMOND SPRING COUNTY ROAD, FROM WHICH POINT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., BEARS SOUTH 27 DEGREES 48 MINUTES EAST 1135.42 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG A FENCE LINE NORTH 41 DEGREES 21 MINUTES EAST 253.49 FEET TO AN IRON PEG ON THE SOUTH SIDE OF THE EL DORADO IRRIGATION DISTRICT DITCH; THENCE LEAVING SAID FENCE LINE AND BEARING SOUTH 72 DEGREES 25 MINUTES EAST 37.34 FEET ALONG THE SOUTH SIDE OF THE DITCH; THENCE LEAVING SAID DITCH AND BEARING SOUTH 24 DEGREES 12 MINUTES WEST 253.23 FEET TO AN IRON PIPE DRIVEN FLUSH WITH THE GROUND ON THE NORTH SIDE OF THE MISSOURI FLAT-DIAMOND SPRINGS COUNTY ROAD; THENCE ALONG THE NORTH SIDE OF SAID ROAD NORTH 62 DEGREES 22 MINUTES WEST 112.05 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NO.:327-130-21-100

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 **MICHAEL F. WIX AND EUGENIA W. WIX, 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**, 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:

MICHAEL F. WIX AND EUGENIA W. WIX, husband and wife as joint tenants

By: _____
MICHAEL F. WIX

By: _____
EUGENIA W. WIX

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, being a portion of the lands described in Document No. 2003-0098678, Official Records, on file in the office of the El Dorado County Recorder, and more particularly described as follows:

Beginning at the most westerly corner of said parcel, a point on the existing northeasterly right-of-way line of Perks Court, from which the northeast corner of said Section 23 bears North 20°56'01" East 536.627 meters (1760.58 feet); **thence from said point of beginning** along the westerly boundary North 40°51'47" East (cite North 41°21' East) 6.838 meters (22.43 feet) to the new northeasterly right-of-way line of said court; thence along said new right-of-way South 48°22'16" East 26.563 meters (87.15 feet) to the aforementioned existing right-of-way line; thence along said existing right-of-way line North 62°51'13" West (cite North 62°22' West) 27.341 meters (89.70 feet) to the point of beginning, containing 90.8 sq. meters (977 sq. ft.), more or less.

See attached Exhibit 'B'.

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 0.999855.



11-20-06

EXHIBIT 'B'

● N.E. COR.
SEC. 23

(TIE) N20°56'01"E
536.627m

WIX MICHAEL F.
APN 327:130:21
2003-0098678

ASSESSED AREA	TAKE AREA	REMAINING AREA
0.420 Ac	0.023 Ac	0.397 Ac

N40°51'47"E
6.838m

POINT OF BEGINNING

NEW R/W LINE

S48°22'16"E
26.563m

N62°51'13"W
27.341m

EXISTING R/W LINE

PERKS COURT



SCALE = 1:500
METRIC

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 327-130-21

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange
Project #71317
APN: 327-130-21

TEMPORARY CONSTRUCTION EASEMENT

MICHAEL F. WIX AND EUGENIA B. WIX, HUSBAND AND WIFE AS JOINT TENANTS, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

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

This temporary construction easement is granted under the express conditions listed below:

1. For good and valuable consideration, as more specifically described in the Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated XX/XX/2007, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that she/he is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the U.S. Highway 50/Missouri Flat Road Interchange Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

EXHIBIT "C"

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$288.00 (Two Hundred Eighty-Eight Dollars, exactly)** will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR:

MICHAEL F. WIX AND EUGENIA B. WIX, HUSBAND AND WIFE AS JOINT TENANTS

Executed on this date: _____, 2007

By: _____
MICHAEL F. WIX

By: _____
EUGENIA B. WIX

EXHIBIT 'A'
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of the lands described as Document No. 2003-0098678, on file in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the westerly boundary of said lands, from which the southwest corner of said lands bears South 40°51'47" West (cite South 41°21' West) 6.838 meters (22.43 feet), and the northeast corner of said Section 23 bears North 20°20'54" East 530.204 meters (1,739.51 feet); **thence from said point of beginning** along said boundary North 40°51'47" East 25.393 meters (83.31 feet); thence leaving said boundary South 49°07'38" East 4.192 meters (13.75 feet); thence South 40°52'22" West 25.449 meters (83.49 feet) to the new northerly right-of-way line of Perks Court; thence along said new right-of-way North 48°22'15" West 4.188 meters (13.74 feet) to the point of beginning, containing 106.5 sq. meters (1,146 sq. ft.), more or less.

See attached Exhibit 'B'.

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 0.999855.



11-20-06

EXHIBIT 'B'

N.E. COR.
SEC. 23

(TIE) N20°20'54"E
530.204m

WIX MICHAEL F.
APN 327:130:21
2003-0098678

POINT OF BEGINNING

S49°07'38"E
4.192m

(TIE)
S40°51'47"W
6.838m

N40°51'47"E 25.393m
S40°52'22"W 25.449m

NEW R/W LINE

N48°22'15"W
4.188m

PERKS COURT

EXISTING R/W LINE



SCALE = 1:500
METRIC

Drawing Name: J:\DCA\p\1317\RV\Exhibit Maps\327-130-21TCE.dwg, Layout Tab: Model, Last Saved: Tue, 16 May 2006 9:12am, DHaynes