

Seller: Lemus/Gonzalez
APN: 327-130-18-100
Project#: 71317
Escrow#: 205-9772

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 JESUS LEMUS, AN UNMARRIED MAN AND MARIA GONZALEZ, AN UNMARRIED WOMAN AS JOINT TENANTS, referred to collectively 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”), which includes Parcel No. One and Parcel No. Two.
- B. Seller desires to sell and County desires to acquire for public purposes, the Property, in fee, as described in Exhibit “A,” including Parcel No. One and Parcel No. Two, and depicted in Exhibit “B”, attached hereto and referred to hereinafter as “the Fee Acquisition Properties”, on the terms and conditions herein set forth.
- C. Seller has determined to relocate to a replacement property.

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 Fee Acquisition Properties, as described in the attached Exhibit "A" and depicted in the attached Exhibit "B".

2. JUST COMPENSATION

The just compensation for the Fee Acquisition Properties is in the amount of **\$663,500.00 (Six-Hundred Sixty-Three Thousand Five-Hundred Dollars, Exactly)**. Further, Seller has requested certain compensation for relocation expenses under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended, and Seller and County hereby agree to the following: a Replacement Housing Payment in the amount of \$31,200.00 (Thirty-One Thousand Two-Hundred Dollars) representing a Last Resort Housing Payment in the amount of \$22,500 (Twenty-Two Thousand Five-Hundred Dollars), including an interest differential and incidental expenses, such as lender fees, moving costs, inspections, escrow fees and closing costs in the estimated amount of \$8,700.00 (Eight-Thousand Seven-Hundred Dollars), hereinafter cumulatively referred to as the "Relocation Costs," for a full and final payment of just compensation for the Fee Acquisition Properties, together with Relocation Costs for a **Total not to exceed \$694,700.00 (Six-Hundred Ninety-Four Thousand Seven-Hundred Dollars, Exactly)**.

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3. ESCROW

The acquisition of the Fee Acquisition Properties and payment of Relocation Costs shall be consummated by means of Escrow No. 205-9772, 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 and such other and further documents required under the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, As Amended. 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 Fee Acquisition Properties. 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 October 31, 2006, 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

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encumbrances, easements, and encroachments on the Fee Acquisition Properties from adjacent properties, encroachments by improvements on the Fee Acquisition Properties 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 Fee Acquisition Properties.
- 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 Fee Acquisition Properties.
- 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 Fee Acquisition Properties prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any proration 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

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imposed upon the Fee Acquisition Properties 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 Fee Acquisition property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents and warrants that, to the best of Seller's knowledge, the Fee Acquisition Properties are not in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Fee Acquisition Properties, 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 Fee Acquisition Properties 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 Acquisition Properties 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 to U.S. Highway 50/Missouri Flat Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon October 31, 2006, or the close of

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escrow, whichever occurs first. 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 Fee 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 Fee 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 a Grant Deed for the Fee 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

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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 Fee Acquisition Properties described in Exhibit "A", and depicted in Exhibit "B", together with County's Certificate of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller or escrow account for Replacement Housing Payment disbursement, as per the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, As Amended.

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.

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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: Jesus Lemus and Maria Gonzalez
6940 Perks Court
Placerville, CA 95667

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

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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 Fee Acquisition Properties 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.

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25. ENTIRE AGREEMENT

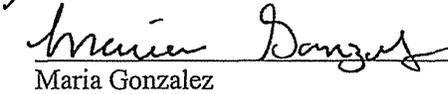
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

SELLER:

Date: 09-28-06

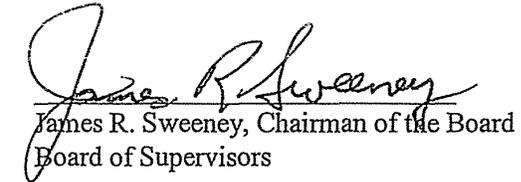
By: 
Jesus Lemus

Date: 9-28-06

By: 
Maria Gonzalez

COUNTY OF EL DORADO:

Date: 10/3/06

By: 
James R. Sweeney, Chairman of the Board
Board of Supervisors

ATTEST: CINDY KECK
Clerk of the Board of Supervisors

By: 
Cindy Keck

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:

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

COMMENCING AT THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., BEARS NORTH 33 DEGREES 27' EAST 1118.70; THENCE FROM THE PLACE OF COMMENCEMENT SOUTH 46 DEGREES 44' WEST 123.00 FEET TO AN IRRIGATION DITCH; THENCE ALONG SAID IRRIGATION DITCH NORTH 18 DEGREES 58' WEST 252.70 FEET AND NORTH 75 DEGREES 41' WEST 147.20 FEET TO THE EAST BOUNDARY OF THE STATE HIGHWAY; THENCE ALONG THE EAST BOUNDARY OF SAID HIGHWAY NORTH 26 DEGREES 41' EAST 65.50 FEET TO A CORNER FENCE POST; THENCE LEAVING SAID HIGHWAY NORTH 75 DEGREES 26' EAST 176.05 FEET TO A CORNER FENCE POST AND SOUTH 21 DEGREES 17' EAST 315.40 FEET TO PLACE OF COMMENCEMENT.

PARCEL TWO:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B. & M., WHICH WAS CONVEYED BY LUDVIR C. PETERSEN AND METTE MARIE PETERSEN, HUSBAND AND WIFE TO ROY HEADINGTON BY DEED DATED DECEMBER 16, 1926, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON VOLUME 105 OF DEEDS, AT PAGE 245, WHICH LIES EASTERLY OF THAT CERTAIN HIGHWAY COMMONLY KNOWN AS UNITED STATES HIGHWAY NO. 50 (AS CONVEYED BY THAT CERTAIN DEED DATED JULY 28, 1937, RECORDED AUGUST 25, 1937 IN BOOK 157 OF OFFICIAL RECORDS OF EL DORADO COUNTY, PAGE 491, EXECUTED BY ROY HEADINGTON AND CECELIA HEADINGTON, HIS WIFE, TO THE STATE OF CALIFORNIA, SAID PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE EASTERLY BOUNDARY OF SAID STATE HIGHWAY INTERSECTS A LINE RUNNING SOUTH 84 DEGREES 13' EAST, SAID LINE BEING ONE OF THE COURSES DESCRIBED IN SAID DEED HEREINAFTER REFERRED TO AND RUNNING ALONG SAID LINE SOUTH 84 DEGREES 13' EAST TO CORNER NO. 3, REFERRED TO IN SAID DEED, AN IRON PIPE 1 INCH IN DIAMETER, 4 FEET LONG AND SET 2-1/2 FEET DEEP IN THE GROUND IN A MOUND OF ROCKS; THENCE SOUTH 17 DEGREES 18' EAST 302.8 FEET TO A POINT BEING MARKED WITH AN OAK STAKE SET IN THE GROUND IN A MOUND OF ROCKS; THENCE SOUTH 6 DEGREES 57' EAST 335.7 FEET TO THE POINT REFERRED TO IN SAID DEED AS CORNER NO. 5 (BEING ALSO CORNER NO 1 OF THE TRACT DEEDED TO WILLIAM DUNN) BEING MARKED WITH AN IRON PIPE 1-1/2 INCHES IN DIAMETER, 2-1/2 FEET LONG AND SET 1-1/2 FEET DEEP IN THE GROUND IN A MOUND OF ROCKS; THENCE SOUTH 46 DEGREES 36' WEST 186.7 FEET TO A POINT (REFERRED TO IN SAID DEED AS CORNER NO. 6 AND BEING ALSO CORNER NO. 15 OF SAID DUNN TRACT) MARKED WITH AN IRON SPIKE SET IN A MOUND OF ROCKS AT THE FENCE CORNER; THENCE ALONG THE FENCE NORTH 21 DEGREES 16' WEST 315.6 FEET TO A POINT (REFERRED TO IN SAID DEED AS

EXHIBIT "A"
LEGAL DESCRIPTION continued

CORNER NO. 7) MARKED WITH AN OAK STUB TWO FEET IN DIAMETER AT THE FENCE CORNER; THENCE SOUTH 77 DEGREES 30' WEST TO THE EASTERLY LINE OF THE SAID STATE HIGHWAY (AS CONVEYED BY SAID DEED HEREINABOVE REFERRED TO) THENCE FOLLOWING THE EASTERLY LINE OF SAID STATE HIGHWAY (AS CONVEYED BY DEED RECORDED IN BOOK 157 OF OFFICIAL RECORDS OF EL DORADO COUNTY, AT PAGE 491, HEREINABOVE REFERRED TO) IN A GENERAL NORTHEASTERLY DIRECTION TO THE POINT OF COMMENCEMENT.

SAVING AND EXCEPTING FROM THE ABOVE DESCRIBED PARCELS ALL THAT PORTION THEREOF, CONVEYED TO THE STATE OF CALIFORNIA, BY THE DEED RECORDED MARCH 24, 1961 IN BOOK 544 OF OFFICIAL RECORDS OF EL DORADO COUNTY, PAGE 79, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50, A POINT FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 23, BEARS SOUTH 13 DEGREES 51' 49" EAST 2445.23 FEET, SAID POINT IS ALSO 129.95 FEET EASTERLY, MEASURED RADIALLY FROM ENGINEER'S STATION "C" 503+05.89 OF THE BASE LINE OF THE DEPARTMENT OF PUBLIC WORKS' 1955 SURVEY FROM PERKS CORNER TO WEST CITY LIMITS OF PLACERVILLE, ROAD III-ED-11-C (THE CALIFORNIA STATE ZONE II COORDINATES FOR SAID POINT OF BEGINNING ARE X=2,332, 107.57 AND Y=383, 606.78); THENCE FROM SAID POINT OF BEGINNING SOUTH 12 DEGREES 57' 04" EAST 106.94 FEET; THENCE SOUTH 26 DEGREES 57' 55" WEST 452.60 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID PARCEL NUMBER 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL NUMBER 1, NORTH 76 DEGREES 21' 00" WEST 69.22 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 50 TO THE POINT OF BEGINNING.

ALSO SAVING AND EXCEPTING FROM THE ABOVE DESCRIBED PARCELS ALL THAT PORTION THEREOF, CONVEYED TO THE STATE OF CALIFORNIA, BY THE DEED RECORDED DECEMBER 17, 1965 IN BOOK 770 OF OFFICIAL RECORDS OF EL DORADO COUNTY, AT PAGE 482, DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED IN DEED RECORDED JUNE 9, 1959 IN BOOK 470 OF OFFICIAL RECORDS OF EL DORADO COUNTY, PAGE 145.

EXCEPTING THEREFROM ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED MARCH 24, 1961 IN BOOK 544 OF OFFICIAL RECORDS, PAGE 79.

SAID PORTION IN ALL THAT PART LYING WESTERLY FROM THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT THEREON SOUTH 46 DEGREES 36' 27" WEST 1214.21 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING DISTANT 147.26 FEET EASTERLY, MEASURED RADIALLY FROM THE BASE LINE AT ENGINEER'S STATION "C3"496+55.37 OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY ON ROAD 03-ED50 FROM POST MILE 8.0 TO POST MILE 14.8; THENCE FROM SAID POINT OF BEGINNING NORTH 26 DEGREES 57' 55" EAST 69.33 FEET; THENCE NORTH 30 DEGREES 52' 04" EAST 391.10 FEET; THENCE NORTH 00 DEGREES 47' 04" EAST 213.47 FEET; THENCE NORTH 13 DEGREES 30' 16" EAST 580.74 FEET TO A POINT DISTANT 101.88 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE BASE LINE AT ENGINEER'S STATION "C3"508+70.68 OF SAID

EXHIBIT "A"
LEGAL DESCRIPTION continued

SURVEY.

ALL DISTANCES ARE GROUND DISTANCES ALL BEARINGS ARE ON THE CALIFORNIA
COORDINATE SYSTEM, ZONE 2.

A.P.N. 327-130-18-100

