

Seller: EDHCS  
APN: 115-310-21  
Project#: 76108  
Escrow#: 205-12377

**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 Hills Community Services District, 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 Temporary Construction 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. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit B, 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 Acquisition Property is in the amount of \$500.00 (Five hundred dollars, exactly) for the Temporary Construction Easement, 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. 205-12377, 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 Temporary Construction 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, 2010, 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 of Temporary Construction Easement.

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**5. TITLE**

Seller shall by Grant of Temporary Construction 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. 205-12377, dated September 22, 2009 , if any; and
- C. Exceptions numbered 1 paid current, and subject to items 2, 3, 4, 5, 6 and 7, 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.

**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.

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- 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 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, El Dorado Irrigation District, 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.

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**9. 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.

**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 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 Bass Lake 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. 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.

**12. 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 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.

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**13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Seller shall execute and deliver to Escrow Holder the Grant of Temporary Construction 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 Temporary Construction Easement.
- C. Escrow Holder shall:
  - (i) Record the Grant of Temporary Construction 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.

**14. 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.

**15. 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

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reasonably necessary to carry out the provisions of this Agreement.

**16. 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 Hills Community Services District  
c/o Dianna Hillyer  
1021 Harvard Way  
El Dorado Hills, CA 95762**

**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**

**17. 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.

**18. 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.

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**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 115-310-21.

**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:**

El Dorado Hills Community Services District

By: Wayne A. Lowery  
Wayne A. Lowery

Date: 6.14.2010

Its: General Manager

**COUNTY OF EL DORADO:**

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

By: \_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ  
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 LOTS 226 AND 227, AS SHOWN ON THAT CERTAIN MAP OF "BASS LAKE VILLAGE UNIT NO. 6", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA FILED MAY 4, 1999 IN MAP BOOK "I" AT PAGE 33, DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHERLY TEN (10.00) FEET OF SAID LOTS 226 AND 227, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 226; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 226, SOUTH 88 DEGREES 56'12" WEST, 121.84 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID LOTS 226 AND 227, SOUTH 68 DEGREES 17'29" WEST, 28.37 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOTS 227 AND 226, NORTH 88 DEGREES 56'12" EAST, 151.73 FEET; THENCE NORTH 51 DEGREES 55'35" EAST, 5.86 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 226; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 52 DEGREES 09'55" WEST, 10.31 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN DEED TO EL DORADO HILLS COMMUNITY SERVICES DISTRICT, RECORDED JUNE 23, 2000 AS SERIES NO. 2000-0031089.

EXCEPTING THEREFROM ONE HALF INTEREST IN AND TO ALL OIL, GAS, HYDROCARBONS, THERMAL ENERGY AND OTHER MINERALS LOCATED AT A DEPTH BELOW 500 FEET FROM THE SURFACE OF SAID REAL PROPERTY, WITH THE RIGHT TO ENTER ON SAID REAL PROPERTY AT ANY TIME AT A DEPTH OF 500 FEET FROM THE SURFACE THEREOF TO EXPLORE FOR AND REMOVE ANY OF THE FOREGOING EITHER FROM OR UNDER SAID REAL PROPERTY OR ANY ADJOINING OR CONTIGUOUS LANDS, IN ANY MANNER AND WITH ANY INSTRUMENTALITY OF ANY AND EVERY KIND AND DESCRIPTION THAT MAY BE CONSIDERED NECESSARY FOR THE DIRECT OR INDIRECT USE AND ENJOYMENT OF THE ESTATE HEREBY RESERVED AND EXCEPTED, INCLUDING, WITHOUT LIMITATION, SLANT DRILLING, PROVIDED HOWEVER, THAT NONE OF SUCH OPERATIONS SHALL BE CONDUCTED FROM THE SURFACE OF SAID REAL PROPERTY BUT ONLY AT SUCH DEPTH BELOW 500 FEET FROM SUCH LAND SURFACE AS NOT TO INTERFERE WITH THE USE OR STABILITY OF ANY BUILDINGS OR IMPROVEMENTS THEREON OR OF THE USE OF SAID REAL PROPERTY, AND PROVIDED, FURTHER, THAT THERE SHALL BE NO RIGHT TO ENTER UPON THE SURFACE OF SAID REAL PROPERTY IN CONNECTION WITH THE ENJOYMENT BY IT OF THE ESTATE THEREBY RESERVED, AS RESERVED IN THE DEED FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, RECORDED JULY 9, 1981 IN BOOK 1994 OF OFFICIAL RECORDS, PAGE 139.

A.P.N. 115-310-21-100

## EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number 115-310-21  
EDHCS

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Silver Springs Parkway Offsite Improvements  
Project #76108

### GRANT OF TEMPORARY CONSTRUCTION EASEMENT

**EL DORADO HILLS COMMUNITY SERVICES DISTRICT**, hereinafter referred to as "Grantor," grants to the **County of El Dorado, a political subdivision of the State of California**, 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 \_\_\_\_\_, 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 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 Silver Springs Parkway Offsite Improvements 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 Silver Springs Parkway Offsite Improvements 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 "B"**

4. Compensation under this temporary construction easement covers the construction period estimated to be 3.75 years (3 years, 9 months) of construction, together with the one-year warranty period. In the event that construction of the Silver Springs Parkway Offsite Improvements Project is not completed within 3.75 years (3 years, 9 months) of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$11.11 (Eleven dollars and 11 cents)** will be paid to Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.
  
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**

**El Dorado Hills Community Services District**

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

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

Its: \_\_\_\_\_

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

Exhibit "A"

**APN 115-310-21-100  
LEGAL DESCRIPTION**

All that certain real property situate in the County of El Dorado, State of California, in the North One-Half of Section 32, Township 10 North, Range 9 East, M.D.M., being a portion of the El Dorado Hills C.S.D. property as described in document #2000-0031089-00, Official Records of said County, described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

Commencing at the Northerly corner common to Parcel 3 and Parcel 4 as shown in Book 6 of Parcel Maps, at Page 127, Official Records of said County, thence along the line common to said Parcel 3 and Parcel 4 the following three courses:

1. South 2°15'45" East 197.76 feet; thence,
2. South 23°22'12" East 516.43 feet; thence,
3. South 9°47'54" East 663.88 feet to the Southerly corner common to said Parcel 3 and Parcel 4.

Leaving said common line, a South 89°48'31" East 314.78 feet, more or less, to the northerly corner common to Lot 226 and Lot 227 as shown on the official plat of "Bass Lake Village Unit No. 6", filed in Book I of Maps at Page 33, official records of said County and the **Point of Beginning**.

Thence, from said **Point of Beginning**, along the following five courses:

1. Along the Northwesterly line of the El Dorado Hills C.S.D. property as described in Document No. 2000-0031089-00, Official Records of said county North 68°54'16" East 10.00 feet; thence,
2. Along the Northerly line of said property North 89°32'59" East 26.21 feet; thence,
3. Leaving said Northerly line South 52°50'21" West 16.73 feet to a point on the Southerly line of said El Dorado Hills C.S.D. property; thence,
4. Along said Southerly line South 89°32'59" West 39.34 feet to the Westernmost point of said property; thence,
5. Along the Northwesterly line of said property North 68°54'16" East 18.36 feet to the **Point of Beginning**.

Exhibit "A"  
(Continuation)

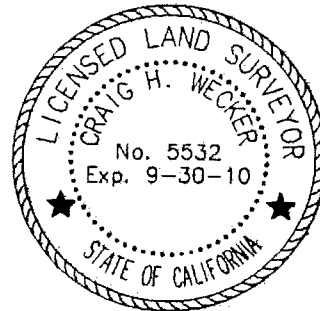
Containing 328 Square Feet, more or less.

**SURVEYOR'S STATEMENT**

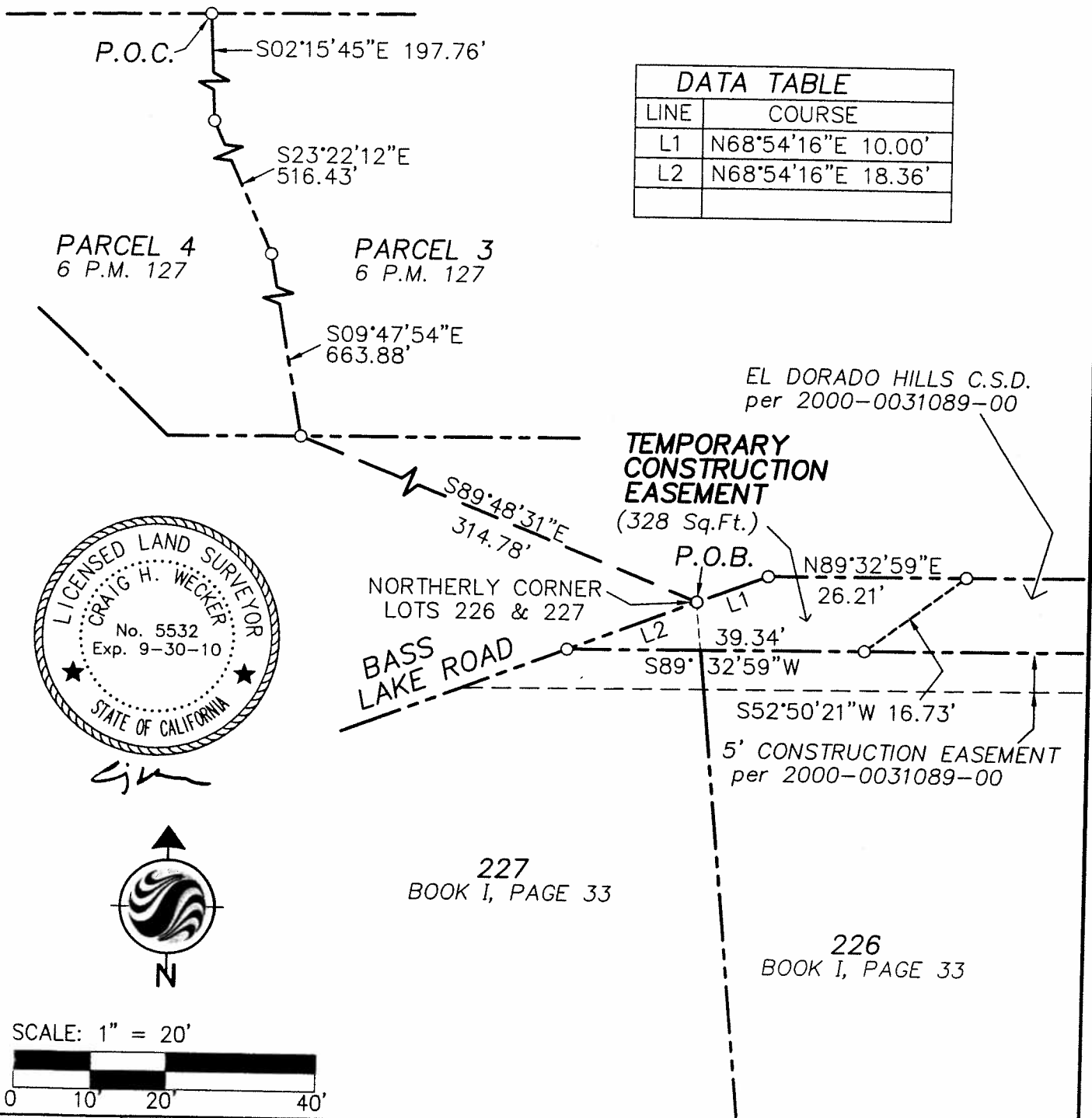
I hereby state that I am a Licensed Land Surveyor in the State of California and that this Legal Description and/or Plat were prepared under my supervision.

Dated: 01/27/09

*C.H.W.*  
Craig H. Wecker, L.S. 5532  
(Expires 9/30/10)



# "EXHIBIT B"



**Stantec**

Client/Project  
**EL DORADO  
HILLS C.S.D.**

Title  
**EXHIBIT B  
TEMPORARY  
CONSTRUCTION  
EASEMENT**

Stantec Consulting Inc. Tel. 916.569.2500  
2590 Venture Oaks Way Fax. 916.921.9274  
Sacramento, CA 95833-3288 www.stantec.com

DATE: 11-04-08  
JOB #: 184412009  
DRAWN BY: B.W.  
CHECKED BY: JVM  
SCALE: 1"=20'  
CODE: MM-12  
DRAWING #: H-8897