Carver/Cohen

APN:

325-230-18

Project#: 71336

Escrow#: 205-9795

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 FRANCES E. CARVER AND JOSEPHINE

L. COHEN, TRUSTEES OF THE RIZOOLY TRUST U/A DATED JULY 6, 2000, F/B/O FRANCES

E. CARVER AND JOSEPHINE L. COHEN, THEIR CO-OWNED PROPERTY, 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 referred to

hereinafter as "the Acquisition Property", on the terms and conditions herein set forth...

C. Additionally, County desires to acquire for public purposes that certain real property located

in the unincorporated area of the County of El Dorado, more particularly described and

depicted in Exhibits C and D hereto (hereinafter, the "Hiatus"). Certain uncertainties exist

with reference to fee title to the Hiatus. Seller believes that they hold title to the Hiatus and

have agreed to stipulate herein to the just compensation payable to them for the County's

acquisition of the Hiatus should it be determined that Seller does, in fact, hold fee title to the

Hiatus and can convey clear fee title to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the

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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.

2. <u>JUST COMPENSATION</u>

The just compensation for the Acquisition Property is in the amount of \$19,300.00 (Nineteen

Thousand Three-hundred Dollars, exactly). Seller and County hereby acknowledge that the fair

market value of the Acquisition Properties is \$19,300.00.

3. Hiatus

Seller hereby agrees that, should it be determined, via judicial action or otherwise, that Seller holds

fee title to the Hiatus, Seller will convey clear title in the Hiatus to the County and hereby stipulates

that just compensation for the Hiatus is the sum of \$0.89 per square foot. Seller agrees to cooperate

in good faith and provide and/or execute any documents necessary to effectuate the foregoing

agreement and stipulation. Seller further agrees that such acquisition by the County shall be subject

to the same terms and conditions contained within this Agreement. Seller waives any right to

challenge County's right to possess and use the Hiatus in any subsequent eminent domain

proceeding filed by County. On and after the date of execution of this Agreement, Seller shall not

voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Hiatus,

whatever that may be, without first obtaining the written consent of County.

Seller's Initials Le 1

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4. ESCROW

The acquisition of the Acquisition Property shall be consummated by means of Escrow No. 205-9795

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 June 30, 2008 unless the closing date is extended by mutual agreement of

the parties pursuant to the terms of this Agreement.

5. 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.

6. TITLE

Seller shall by Grant Deed, 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

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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. 205-9795 dated

October 1, 2007, if any; and

C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6, 7, 8, 9, 10 and 11 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.

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.

D. 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.

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E. 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.

10. 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,

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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.

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 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 U.S. Highway 50, 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. 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 Property 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.

13. 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.

14. 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

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or sales agent in connection with this transaction.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder the Grant Deed 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 Certificates of Acceptance to be attached to and recorded with the Grant

Deed.

C. Escrow Holder shall:

(i) Record the Grant Deed for the Acquisition Property 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.

16. 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.

17. 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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Seller: Carver/Cohen

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Project#: 71336 Escrow#: 205-9795

18. 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:

Frances E. Carver and Josephine L. Cohen, Trustees

2500 Headington Road 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.

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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. <u>ATTORNEY'S FEES</u>

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.

Seller's Initials

Seller: Carver/Cohen APN: 325-230-18 Project#: 71336

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SELLER:

FRANCES E. CARVER AND JOSEPHINE L. COHEN, TRUSTEES OF THE RIZOOLY TRUST U/A DATED JULY 6, 2000, F/B/O FRANCES E. CARVER AND JOSEPHINE L. COHEN, THEIR CO-OWNED PROPERTY

COHEN, THEIR CO-OWNED PROP	ERTY	1
Date: 12-18-07	By:	FRANCES E. CARVER
Date: 12-18-07	By:	Josephine & Colen Trust JOSEPHINE L. COHEN
COUNTY OF EL DORADO		
Date:	By:	Chairman of the Board
ATTEST: CINDY KECK Clerk of the Board of Supervisors		Board of Supervisors
By:		

Seller's Initials & IV

Order No. 205-9795 UPDATE Version 5

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ELDORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. LYING SOUTHERLY OF THE SOUTH BANK OF WEBBER CREEK AND WESTERLY OF THE WESTERLY LINE OF THAT CERTAIN REALTY CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED FROM R. O. MCMAHON AND BESSIE MCMAHON, HIS WIFE RECORDED FEBRUARY 8, 1961 IN BOOK 538 AT PAGE 454, OFFICIAL RECORDS OF EL DORADO COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION LYING WESTERLY OF THE EASTERLY BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE ALONG THE SOUTH LINE OF SAID SECTION 14 NORTH 89 DEG 42' 30" WEST A DISTANCE OF 21.83 FEET; THENCE ALONG THE WESTERLY SIDE OF AN EXISTING GRAVEL ROADWAY THE FOR FOLLOWING COURSES, VIZ (1) NORTH 23 DEG 53' 39" EAST A DISTANCE OF 17.94 FEET; (2) NORTH 01 DEG 38' 41" WEST A DISTANCE OF 207.67 FEET; (3) NORTH 13 DEG 46' 57" EAST A DISTANCE OF 13.47 FEET; (4) NORTH 03 DEG 14' 31" WEST A DISTANCE OF 445.14 FEET TO A POINT ON THE SOUTH BOUNDARY OF "TRACT 2", AS LAID OUT AND SHOWN ON THAT CERTAIN MAP FILED IN BOOK 16 OF RECORD OF SURVEYS AT PAGE 97, EL DORADO COUNTY RECORDS; THENCE ALONG SAID SOUTH BOUNDARY SOUTH 75 DEG 02' 00" EAST A DISTANCE OF 21.05 FEET TO A POINT 1.00 FEET WESTERLY OF THE SOUTHEASTERN MOST CORNER OF SAID "TRACT 2"; THENCE ALONG AN EXISTING FENCE LINE AND THE EASTERLY SIDE OF SAID ROADWAY THE 4 FOLLOWING COURSES, VIZ (1) SOUTH 03 DEG 14' 31" EAST A DISTANCE OF 441.55 FEET; (2) SOUTH 13 DEG 46' 57" WEST A DISTANCE OF 13.76 FEET; (3) SOUTH 01 DEG 38' 41" EAST A DISTANCE OF 209. 50 FEET; (4) SOUTH 23 DEG 53' 39" WEST A DISTANCE OF 13.74 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. LYING EASTERLY OF THE EASTERLY BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE ALONG THE SOUTH LINE OF SAID SECTION 14 NORTH 89 DEG 42' 30" WEST A DISTANCE OF 21.83 FEET; THENCE ALONG THE WESTERLY SIDE OF AN EXISTING GRAVEL ROADWAY THE FOUR FOLLOWING COURSES, VIZ: 91) NORTH 23 DEG 53' 39" EAST A DISTANCE OF 17.94 FEET; (2) NORTH 01 DEG 38' 41" WEST A DISTANCE OF 207.67 FEET; (3) NORTH 13 DEG 46' 57" EAST A DISTANCE OF 13.47 FEET; (4) NORTH 03 DEG 14' 31" WEST A DISTANCE OF 445.14 FEET TO A POINT ON THE SOUTH BOUNDARY OF TRACT 2 AS LAID OUT AND SHOWN ON THAT CERTAIN MAP FILED IN BOOK 16 OF RECORD OF SURVEYS AT PAGE 97 OF THE EL DORADO COUNTY RECORDS; THENCE

CLTA Preliminary Report

Order No. 205-9795 UPDATE Version 5

EXHIBIT "A" LEGAL DESCRIPTION continued

ALONG SAID SOUTH BOUNDARY SOUTH 75 DEG 02' 00" EAST A DISTANCE OF 21.05 FEET TO A POINT 1.00 FEET WESTERLY OF THE SOUTHEASTERN MOST CORNER OF SAID TRACT 2; THENCE ALONG AN EXISTING FENCE LINE AND THE EASTERLY SIDE OF SAID ROADWAY THE 4 FOLLOWING COURSES, VIZ: (1) SOUTH 03 DEG 14' 31" EAST A DISTANCE OF 441.55 FEET; (2) SOUTH 13 DEG 46' 57" WEST A DISTANCE OF 13.76 FEET; (3) SOUTH 01 DEG 38' 41" EAST A DISTANCE OF 209.50 FEET; (4) SOUTH 23 DEG 53' 39" WEST A DISTANCE OF 13.74 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

A.P.N. 325-230-18-100

EXHIBIT "B"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	
El Dorado County Board of Supervisors 330 Fair Lane	
Placerville, CA 95667	
Mail Tax Statements to above.	Above section for Recorder's use
Exempt from Documentary Transfer Tax Per Revenue and Taxation Code 11922	
GRANT	T DEED
acknowledged FRANCES E. CARVER AN OF THE RIZOOLY TRUST U/A DATE CARVER AND JOSEPHINE L. COHI hereinafter referred to as "Grantor", grants	ATION, receipt of which is hereby ND JOSEPHINE L. COHEN, TRUSTEES ED JULY 6, 2000, F/B/O FRANCES E. EN, THEIR CO-OWNED PROPERTY, is to the COUNTY OF EL DORADO, a fornia, all that certain real property, in fee, inty of El Dorado, State of California,
	PICTED IN EXHIBIT "B" ATTACHED OF, WHICH DESCRIPTION IS BY THIS N.
IN WITNESS WHEREOF, Grantor has he day of, 2008.	erein subscribed their names on this
GRANTOR:	
FRANCES E. CARVER AND JOSEPH RIZOOLY TRUST U/A DATED JULY 6, JOSEPHINE L. COHEN, THEIR CO-OWN	2000, F/B/O FRANCIS E. CARVER AND
By: FRANCES E. CARVER	· · · · · · · · · · · · · · · · · · ·
By: JOSEPHINE L. COHEN	

Notary Acknowledgements Follow

EXHIBIT "A" LEGAL DESCRIPTION FEE ACQUISION PROPERTY

All that portion of the lands described as Document No. 2000-0034229, on file in the office of the El Dorado County Recorder, being a portion of the southeast quarter of Section 14, 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 at the southeast corner, from which the southeast corner of said Section 14, marked by a 2" capped iron pipe stamped "XIII, XIV, XXIII, XXIV", bears North 89°40'14" East 258.675 meters (848.67 feet); thence from said point of beginning along the southerly line of said southeast quarter South 89°40'14" West 18.304 meters (60.05 feet) to the new westerly right-of-way line of U.S. Highway 50; thence along said new right-of-way line North 32°35'03" East 39.738 meters (130.37 feet); thence continuing along said new right-of-way line North 16°28'00" East 169.080 meters (554.72 feet) to the existing right-of-way line of said highway; thence along said existing right-of-way line the following 3 courses: 1) South 01°02'40" West 37.555 meters (123.21 feet); (2) South 16°28'00" West 133.793 meters (438.95 feet); (3) South 22°42'21" West 32.161 meters (105.51 feet) to the point of beginning, containing 0.1979 hectares (0.489 acres), more or less.

See attached Exhibit "B"

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

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.

12-22-05

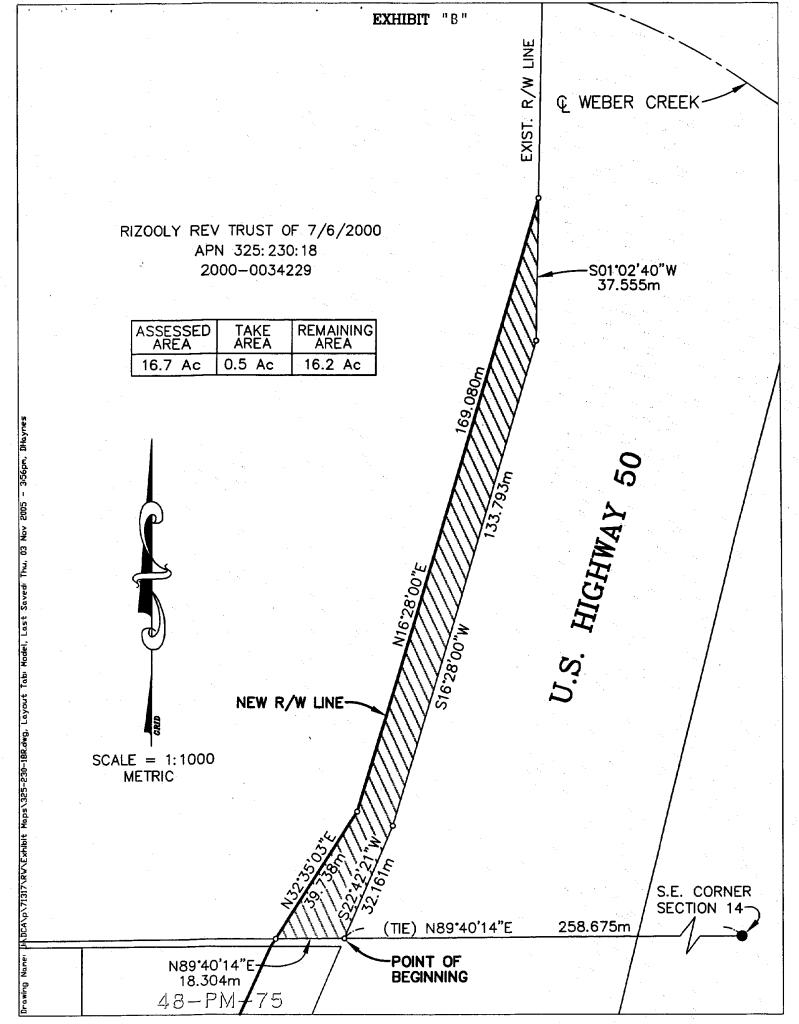


EXHIBIT "C" LEGAL DESCRIPTION FEE ACQUISITION PROPERTY

All that portion of the lands described as Parcel 2, as said parcel is described in the deed to R.O. McMahon, et ux, recorded in Book 180, Official Records, at Page 430, in the office of the El Dorado County Recorder, being a portion of the northeast quarter 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 northerly boundary of said parcel, also being the line common to Sections 14 and 23, from which the northeast corner of said Section 23, marked by a 2" capped iron pipe stamped "XIII, XIV, XXIII, XXIV", bears North 89°40'14" East 258.675 meters (848.67 feet); thence from said point of beginning along the existing westerly right-of-way line of U.S. Highway 50 South 22°42'21" West 2.284 meters (7.49 feet) to the southerly boundary of said parcel; thence leaving said existing right-of-way line along said boundary North 89°58'25" West 18.696 meters (61.34 feet) to the new westerly right-of-way line of said highway and the northeast corner of Parcel 3, as said parcel is shown on the map recorded in Book 48 of Parcel Maps, at Page 75, in the office of the El Dorado County Recorder; thence along said new right-of-way line North 32°35'03" East 2.366 meters (7.76 feet) to the aforementioned northerly boundary; thence along said boundary North 89°40'14" East 18.304 meters (60.05 feet) to the point of beginning, containing 37.9 sq. meters (408 sq. ft.), more or less.

See attached Exhibit "D"

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

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.



