

9
Sellers: Mikkelsen
APN 033-180-35
#JN95192
Escrow No. 203-7334

EASEMENT ACQUISITION AGREEMENT

This Easement Acquisition Agreement ("Agreement") is made by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County") and **MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS**, ("Sellers"), with reference to the following facts:

RECITALS

A. Sellers own that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the "Property").

B. County desires to purchase interests in the Property, as a Drainage Easement described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit C and the exhibits thereto, all of which are attached hereto and referred to hereinafter as "the Easements", 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

Sellers hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Easements, as described and depicted in the attached Exhibits B and C and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The total just compensation for the Easements shall be One-thousand Five-hundred dollars, exactly (\$1,500.00) (the "Fair Market Value"). County shall pay the Fair Market Value in cash or other immediately available funds at Close of Escrow (as such term is

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hereinafter defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW

The purchase and sale of the Easements shall be consummated by means of Escrow No. 203-7334 which has been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Deb Landerkin, ("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 Drainage Easement and Grant of Temporary Construction Easement from Sellers to County, which shall occur on or before November 30, 2012, or such other date as the parties hereto shall mutually agree in writing.

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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE.

Sellers shall by Grant of Drainage Easement and Grant of Temporary Construction Easement, grant to County the Easements, free and clear of all title defects, liens, and



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encumbrances, that would render the Easements unsuitable for their intended purpose, as outlined herein.

6. WARRANTIES.

Sellers warrant that:

A. Sellers own 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. Sellers have no knowledge of any pending litigation involving the Property.

C. Sellers have 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

7. WAIVER OF AND RELEASE OF CLAIMS.

This Agreement is full consideration for all claims and damage that Seller may have relating to the Project for which the Easements are conveyed and purchased and Seller hereby waives any and all claims of Seller relating to Project that may exist on the date of this Agreement.

8. 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 Easements as described in Exhibits B and C, by County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements to the Sawmill 2 Bike Path and Erosion Control Project #95192, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the



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date of execution of this Agreement by the Sellers. The amount of 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.

9. CONSTRUCTION CONTRACT WORK. County will be performing construction work on Sellers's property as generally authorized in the documents entitled Sawmill 2 Bike Path and Erosion Control Project #95192 and generally include the following items of work:

(i) County or County contractor or authorized agent will remove any trees, stumps, shrubs, or landscape improvements in conflict with the proposed improvements to be constructed.

(ii) County or County contractor or authorized agent will construct drainage improvements which may include but are not limited to a Rock-lined channel and sediment traps, and re-vegetation over the temporary construction easement areas, where necessary according to construction contract documents.

(iii) Existing field fencing parallel to the bike path will be replaced with like-kind as necessary, if damaged during construction

All work done under this Agreement shall conform to said plans and any approved changes thereto, and 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. All structures, improvements or other facilities, when removed and relocated, or reconstructed by the County, shall be left in as good condition as found.

10. PERMIT TO ENTER FOR CONSTRUCTION PURPOSES.

Permission is hereby granted to County or its authorized agent to enter Sellers's Property, identified as Assessor's Parcel Number 033-180-35, when necessary, to perform the construction work as described in Section 9 of the Agreement.

11. TAXES


TM

Sellers: Mikkelsen
APN 033-180-35
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Sellers authorize 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 Property prior to Close of Escrow.

12. ASSESSMENTS.

It is agreed that Sellers 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 but not limited to the South Tahoe Public Utility District. Sellers agree to indemnify and hold County harmless from any claims arising therefrom. Sellers authorize 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 Property prior to Close of Escrow.

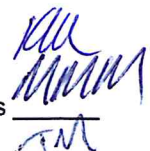
13. ENTIRE AGREEMENT.

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.

14. REAL ESTATE BROKER.

Neither Sellers nor County has employed a broker or sales agent in connection with the purchase and sale of the Easements and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.



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A. Sellers shall execute and County shall deliver to Escrow Holder the fully executed Grant of Drainage Easement and Temporary Construction Easement prior to the Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow funds in an amount equal to the Just Compensation plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificates of Acceptance to be attached to and recorded with the Easements.

C. Escrow Holder shall:

- (i) Record the Easement Deeds together with County's Certificates of Acceptance;
- (ii) Cause the policy of title insurance to be issued;
- (iii) Deliver the Just Compensation to Sellers minus the prorations, costs, fees and expenses to be borne by Sellers as herein provided; and

16. TIME OF THE ESSENCE.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific Time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the acquisition contemplated hereby shall be null and void.

17. BEST EFFORTS.

County and Sellers 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 Sellers 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.

18. NOTICES.



**Sellers: Mikkelsen
APN 033-180-35
#JN95192
Escrow No. 203-7334**

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: Matthew Mikkelsen, Karen Mikkelsen and
Tyler Mikkelsen
2359 Incline Road
South Lake Tahoe, CA 96150**

**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
Attention: R/W Unit
2850 Fairlane Court
Placerville, CA 95667**

19. ATTORNEY'S FEES. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

20. 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.

21. BINDING EFFECT.



**Sellers: Mikkelsen
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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.

22. 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.

23. HEADINGS.

The heading of the paragraphs 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.

24. 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.

25. EFFECTIVE DATE.

This Agreement shall be effective as of the last date written below.


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Sellers: Mikkelsen
APN 033-180-35
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SELLER: MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS

Dated: 7/24/12 Matthew M. Mikkelsen
Matthew M. Mikkelsen

Dated: 7-24-12 Karen I. Mikkelsen
Karen I. Mikkelsen

Dated: 7-27-12 Tyler M. Mikkelsen
Tyler M. Mikkelsen

COUNTY OF EL DORADO

Date: 9-18-12 John R. Knight, Chair
Board of Supervisors

ATTEST:
Terri Daly
Acting Clerk of the Board of Supervisors

By Cindy Johnson
9-18-12

Seller's Initials MM
MM
TM

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 SECTION 20, TOWNSHIP 12 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 37 DEG 15' WEST 1754 FEET FROM THE CORNER COMMON TO SECTIONS 16, 17, 20 AND 21, TOWNSHIP 12 NORTH, RANGE 18 EAST, M.D.B.&M., THENCE FROM SAID POINT OF BEGINNING, PARALLEL WITH AN EXISTING ROADWAY IMPROVEMENT, SOUTH 39 DEG 52' 03" WEST 170.00 FEET; THENCE PARALLEL TO THE "OLD SAWMILL ROAD", A COUNTY ROAD, NORTH 75 DEG 21' 24" EAST 223.00 FEET; THENCE NORTH 18 DEG 23' 51" WEST 70.00 FEET; THENCE NORTH 84 DEG 50' 90" WEST 85.00 FEET TO THE POINT OF BEGINNING, AND BEING SITUATED IN THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 12 NORTH, RANGE 18 EAST, M.D.B.&M.

A.P.N. 033-180-35-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 033-180-35

Project: Sawmill 2 Bike Path
Erosion Control Project #95192

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF DRAINAGE EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS**, does hereby grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, an easement for the inspection, repair, and maintenance of storm drainage, erosion control, and appurtenant improvements thereto on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit A and depicted in Exhibit B attached hereto.

Said easement is to consist of, but not be limited to the following:

- (a) The right to keep, repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, Sawmill 2 Bike Path and Erosion Control Project #95192.
- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Dated: _____
MATTHEW M. MIKKELSEN

Dated: _____
KAREN I. MIKKELSEN

Dated: _____
TYLER M. MIKKELSEN

(A Notary Public must acknowledge all signatures)

Exhibit 'A'

A portion of that certain real property described in Document 2011-0050056 of Official Records on file in the office of the El Dorado County Recorder being a portion of the South one-half of the Northeast one-quarter of Section 20, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of that portion of the southerly ten feet of said real property lying westerly of the following described line.

Commencing at a point on the southerly boundary of said parcel from which the Northeast corner of said Section 20 bears North 35°37'48" East 1,921.89 feet. Also from said point of commencement, a three-quarter inch capped iron pipe bears South 02°06'50" East 59.06 feet. Said point of commencement also being on the northerly boundary of Sawmill Road. Thence; along said northerly road boundary, North 72°57'16" East 142.58 feet to the true POINT OF BEGINNING; thence leaving said boundary North 17°02'44" West 10.00 feet to the terminus of the herein described line. Containing 1,359 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 said parcel as an easement for drainage purposes.

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 0.999624.

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

3/1/12
Date



Situate in South One-Half of the Northeast One-Quarter of
Section 20, T. 12 N., R. 18 E., M.D.M.
County of El Dorado, State of California
Scale 1" = 50'

- Computation Point
- ◎ Found Monument
- P.O.C.** Point of Commencement
- P.O.B.** Point of Beginning
- (E) Existing

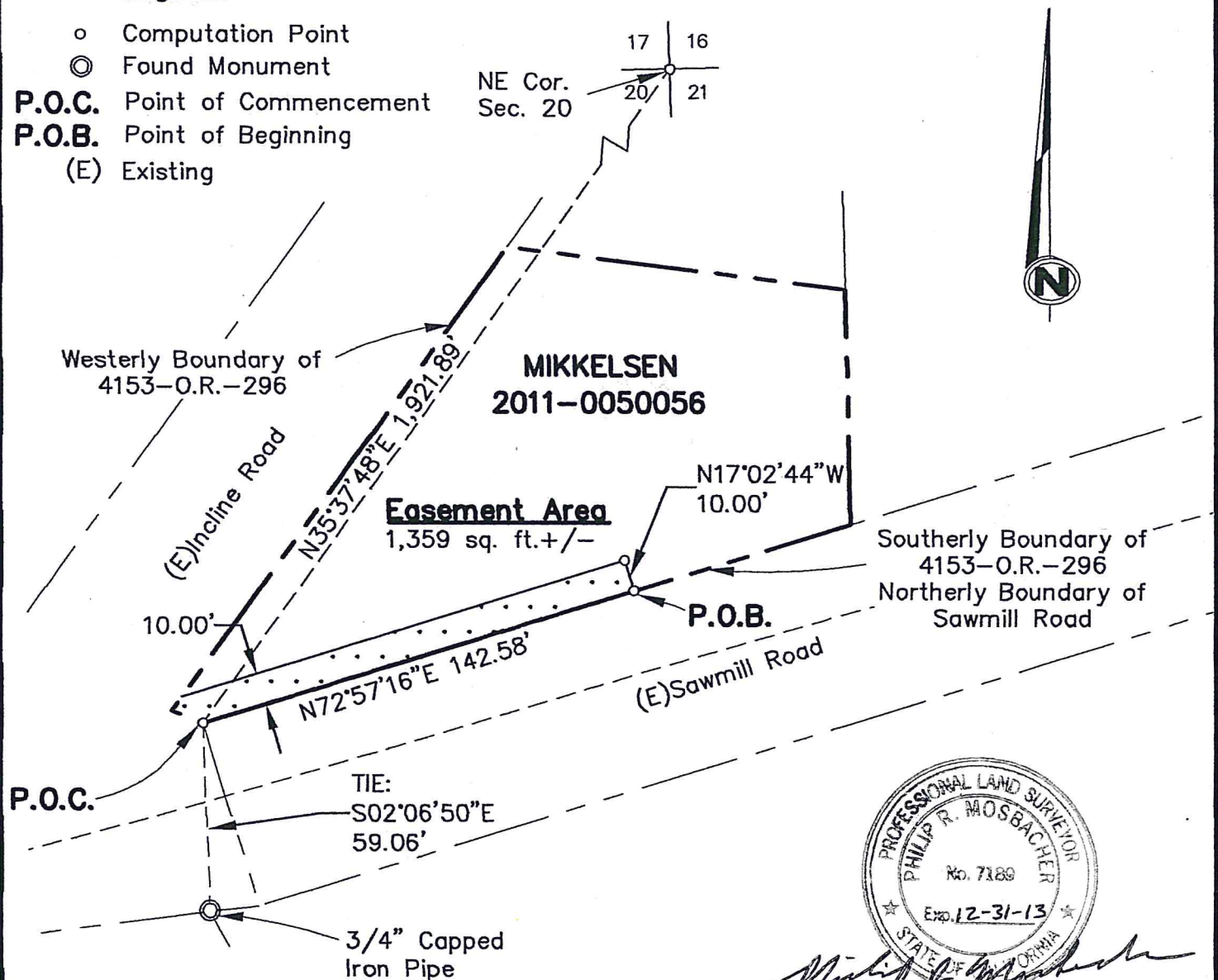


EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 033-180-35

Project: Sawmill 2 Bike Path and
Erosion Control Project #95192

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS, hereinafter referred to as "Grantor", grant 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 by reference is made a part hereof.

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

1. In consideration of \$151.83 (ONE-HUNDRED FIFTY-ONE DOLLARS AND 83/100, EXACTLY) 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 they are 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 **Sawmill 2 Bike Path Erosion Control Project #95192**. 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 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.

4. Compensation under this temporary construction easement covers the construction period estimated to be 18 (Eighteen) months of construction, together with the one-year warranty period. In the event that construction of the Project is not completed within 18 (Eighteen) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$9.33 (Nine-dollars and Thirty-three cents, exactly) monthly, will be paid to the 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: MATTHEW M. MIKKELSEN AND KAREN I. MIKKELSEN, HUSBAND AND WIFE AND TYLER M. MIKKELSEN, ALL AS JOINT TENANTS

Executed on: _____, 2012

By: _____
MATTHEW M. MIKKELSEN

By: _____
KAREN I. MIKKELSEN

By: _____
TYLER M. MIKKELSEN

(Notary Public must acknowledge all signatures)

Exhibit 'A'

A portion of that certain real property described in Document 2011-0050056 of Official Records on file in the office of the El Dorado County Recorder being a portion of the South one-half of the Northeast one-quarter of Section 20, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

Commencing at a point on the southerly boundary of said parcel from which the Northeast corner of said Section 20 bears North 35°37'48" East 1,921.89 feet. Also from said point of commencement, a three-quarter inch capped iron pipe bears South 02°06'50" East 59.06 feet. Said point of commencement also being on the northerly boundary of Sawmill Road. Thence; along said northerly road boundary, North 72°57'16" East 142.58 feet to the true POINT OF BEGINNING; thence leaving said boundary North 17°02'44" West 10.00 feet; thence North 72°57'16" East 12.00 feet; thence South 17°02'44" East 10.00 feet to the northerly boundary of Sawmill Road; thence along said northerly boundary South 72°57'16" West 12.00 feet to the POINT OF BEGINNING. Containing 120 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 said parcel as a temporary construction easement.

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 0.999624.

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

3/1/12
Date



Exhibit 'B'

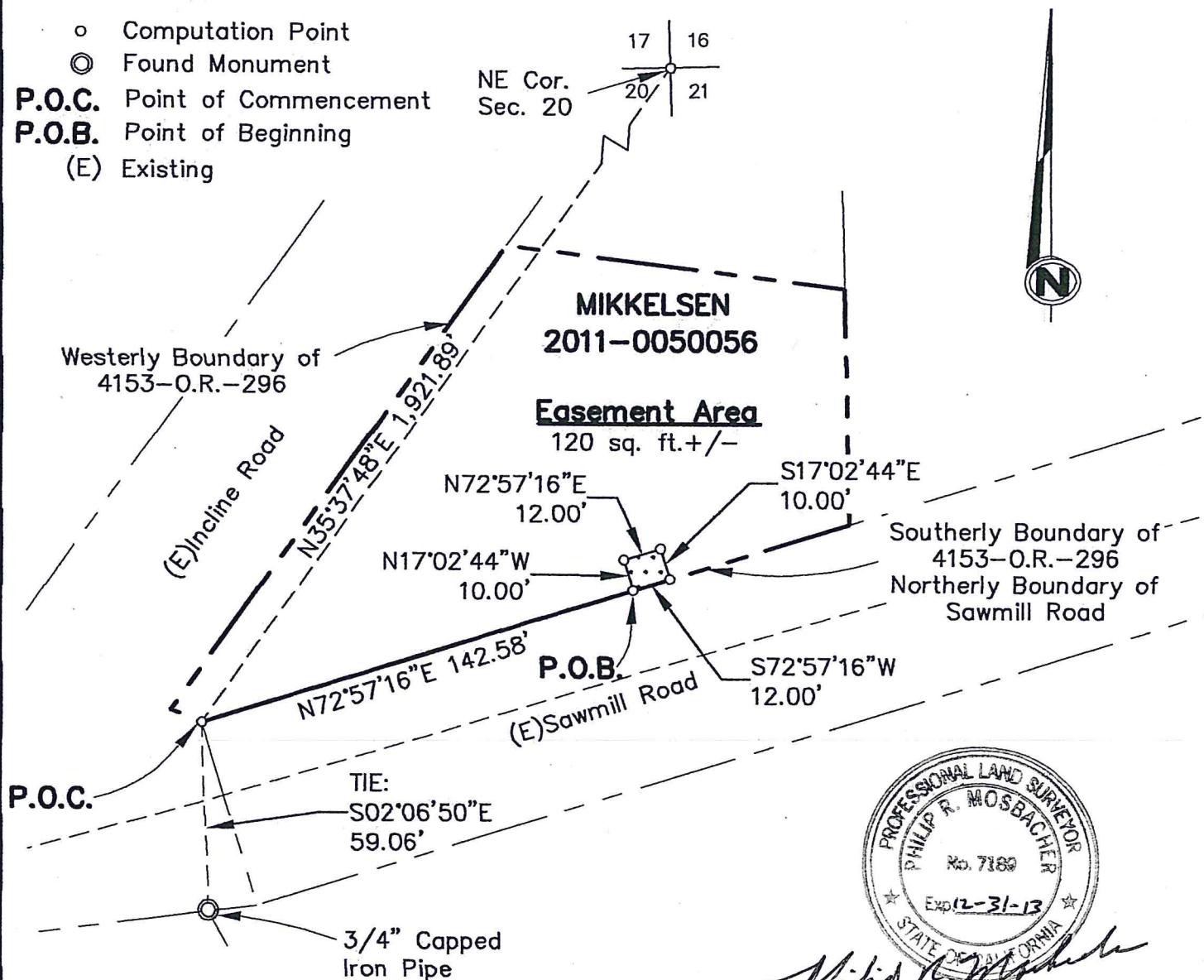
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Section 20, T. 12 N., R. 18 E., M.D.M.

County of El Dorado, State of California

Scale 1" = 50'

Legend

- Computation Point
- ⊙ Found Monument
- P.O.C. Point of Commencement
- P.O.B. Point of Beginning
- (E) Existing



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- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Dated: _____

MATTHEW M. MIKKELSEN

Dated: _____

KAREN I. MIKKELSEN

Dated: _____

TYLER M. MIKKELSEN

(A Notary Public must acknowledge all signatures)

Exhibit 'A'

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-End of Description-

The purpose of this description is to describe that portion of said parcel as an easement for drainage purposes.

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

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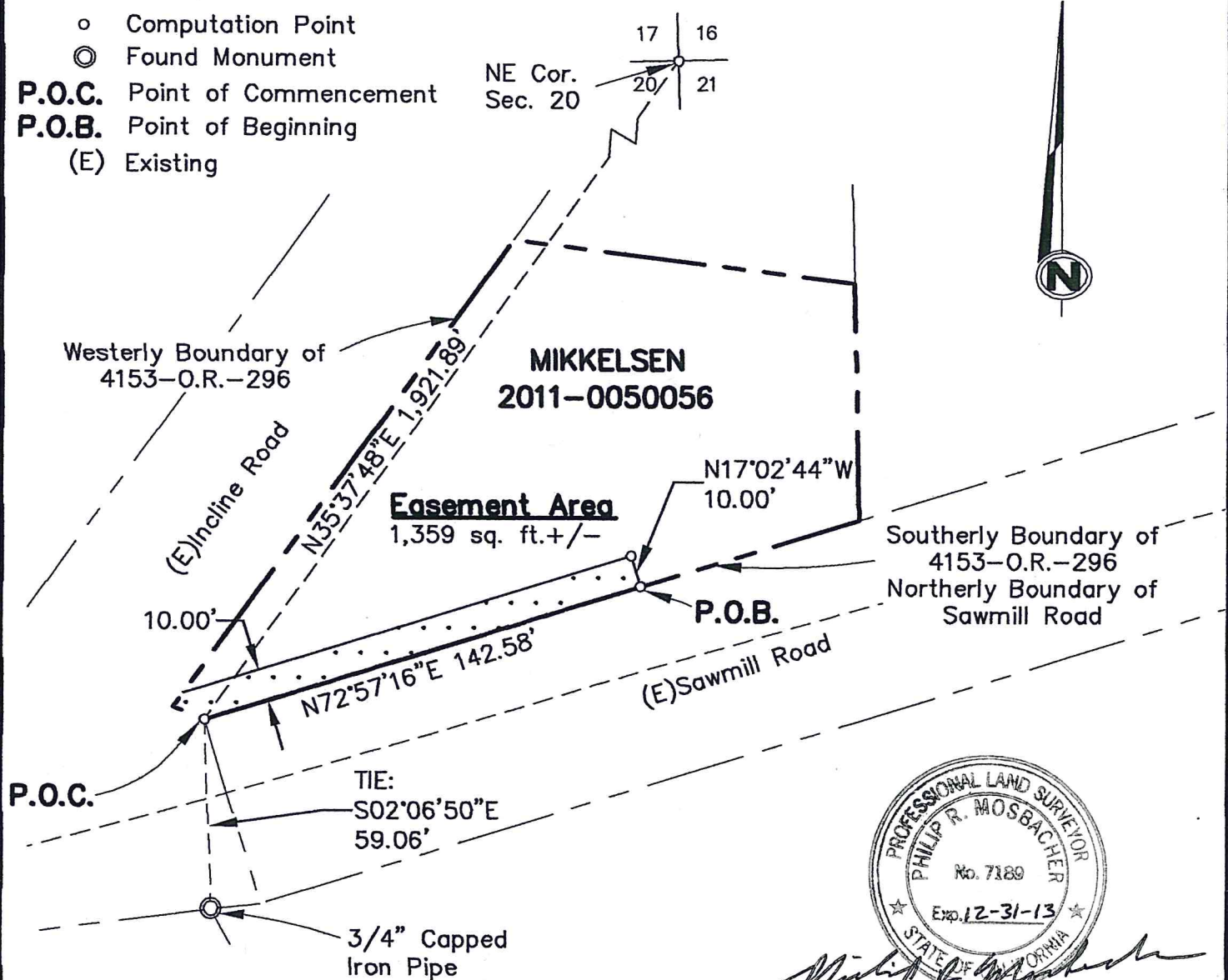


Exhibit 'B'

Situate in South One-Half of the Northeast One-Quarter of
Section 20, T. 12 N., R. 18 E., M.D.M.
County of El Dorado, State of California
Scale 1" = 50'

Legend

- Computation Point
- ⊙ Found Monument
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Philip R. Mosbacher