

**ADDENDUM #1
TO THE
ACQUISITION AGREEMENT FOR PUBLIC PURPOSES**

The following terms and conditions are hereby incorporated in and made a part of the Acquisition Agreement for Public Purposes, dated July 5, 2021, and as approved by the Board of Supervisors on September 21, 2021, by and between the **COUNTY OF EL DORADO** (hereinafter "County") and Evan E. Bell and Lois E. Bell, Trustees, Bell Family Trust under agreement dated March 22, 2004 (hereinafter "Seller").

RECITALS

WHEREAS, County and Seller entered into an Acquisition Agreement for Public Purposes pursuant to which Seller agreed to sell and County agreed to purchase certain fee title and temporary construction easements upon a portion of Seller's property identified as El Dorado County Assessor's Parcel Number 009-180-008 and 009-180-013 related to the Pollock Pines - Pony Express Trail Bicycle, Pedestrian, and ADA Improvements Project (Project), CIP No. 97019 / 36109010.

WHEREAS, the California Department of Transportation (Caltrans) has requested modifications to the Acquisition Agreement to be more consistent with the Caltrans Right of Way Manual; and

WHEREAS, Section 8.09.13.00 of the Caltrans Right of Way Manual includes a recommended Possession Clause that states that the local agency's right to possession and use of the acquired property shall commence on the date the funds are paid to the property owners via deposit into the escrow controlling the transaction; and

WHEREAS, Section 17.02.01.04 of the Caltrans Right of Way Manual requires a Title VI Clause to include in Right of Way Agreements.

NOW THEREFORE, the parties mutually agree as follows:

1. County and Seller desire to amend the Acquisition Agreement to replace Section 12, Possession in its entirety with:

12. 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 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 for the Project, inclusive of the right to remove and dispose of any existing improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. 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.

2. County and Seller desire to amend the Acquisition Agreement to add the following new section:

28. Title VI, 1964 Civil Rights Act

The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

This Addendum shall become effective (the "Effective Date") when fully executed by both parties.

All other terms and conditions of the Acquisition Agreement for Public Purposes referenced above shall remain in full force and effect. The undersigned hereby acknowledges receipt of a copy of this Addendum. This Addendum may be executed in counterparts.

SELLER: Evan E. Bell and Lois E. Bell, Trustees, Bell Family Trust under agreement dated March 22, 2004

Date: _____

By: _____
Evan E. Bell, Trustee

Date: _____

By: _____
Lois E. Bell, Trustee

COUNTY OF EL DORADO:

Date: _____

By: _____
Rafael Martinez, Director
Department of Transportation