

Seller: Harmon  
APN: 048-471-07  
Project#: 97012  
Escrow#: 1601-1333

## EASEMENT 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 **Martin A. Harmon, a Single Man**, referred to herein as ("Seller"), with reference to the following facts:

### RECITALS

- A. Seller owns that certain real property located in an unincorporated area of El Dorado County, California, a legal description of which is attached hereto, as Exhibit A (the "Property").
- B. County desires to purchase an interest in the Property as a Temporary Construction Easement, as described and depicted in Exhibit B, and the exhibits thereto, which are attached hereto and referred to hereinafter as "the Easement", 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 Easement, as described and depicted in the attached Exhibit B, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

#### 2. JUST COMPENSATION

The just compensation for the Temporary Construction Easement is in the amount of **\$1,074.89** rounded to **\$1,100.00** (Eleven Hundred Dollars, exactly).

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### **3. ESCROW**

The acquisition of the Easement shall be consummated by means of Escrow No. 1601-1333 for APN 048-471-07 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 Easement. 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, 2015, 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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

### **5. TITLE**

Seller shall, by Grant of Easement, grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

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**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

Seller acknowledges that County will use state and local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

**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.
- 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.



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**8. MORTGAGES, DEEDS OF TRUST**

Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, an all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

**9. 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 Easement 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 El Dorado Trail – Los Trampas to Halcon Dr. Project CIP No. 97012, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. 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.

**10. 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 Easement 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.

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**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 Easement, 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Easement 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 Easement.
- C. Escrow Holder shall:
  - (i) Record the Easement Deed for the Acquisition Property described and depicted in Exhibit B and the exhibits thereto, together with County's Certificate of Acceptance.
  - (ii) 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.

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**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 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:** Martin Harmon  
4020 Sierra College Blvd #200  
Rocklin, CA 95677

**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  
CDA, Transportation Division  
Attn: R/W Unit  
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

Seller 



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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.

**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. 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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**24. 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.

**25. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

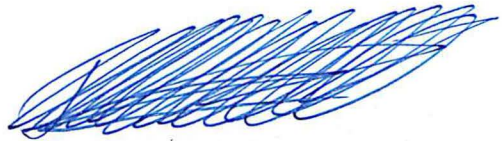
**SELLER: Martin A. Harmon, a Single Man**

Date: 9-1-15

By:   
Martin A. Harmon

**COUNTY OF EL DORADO:**

Date: 10/27/15

By:   
Ron Mikulaco, First Vice-Chair  
Board of Supervisors

**ATTEST:**

James Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Seller 



**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 THE NORTH 1/2 OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.M., DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 12, 1978 IN BOOK 19 OF PARCEL MAPS AT PAGE 147.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN AND TO ALL MINERALS AND MINERAL BEARING EARTH, GRAVEL AND ROCK CONTAINED THEREIN, BELOW A UNIFORM DEPTH OF 25 FEET FROM THE SURFACE OF SAID LAND AND PREMISES, AS CONVEYED TO ROY L. MCDONALD IN DEED DATED JULY 22, 1914, RECORDED JULY 23, 1914 IN BOOK 81 OF DEEDS AT PAGE 522, EL DORADO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERAL AND MINERAL RIGHTS AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1942 IN BOOK 198 OF OFFICIAL RECORDS OF EL DORADO COUNTY AT PAGE 410, EXECUTED BY DIGIORGIO FRUIT CORPORATION, SUCCESSOR TO EARL FRUIT COMPANY.

A.P.N. 048-471-07-100

Exhibit B

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

**APN 048-471-07  
Seller Harmon  
Project # 97012**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 11922

Above section for Recorder's use

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

Martin A. Harmon, a single man, 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 by reference is made a part hereof.**

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

1. In consideration of \$ 1,100.00 (Eleven Hundred dollars 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 **El Dorado Trail – Los Trampas to Halcon Dr., CIP No. 97012 (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. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. 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

Exhibit B

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 **24 (Twenty-four) months of construction**, together with the five-year warranty period. In the event that construction of the Project is not completed within **24 (Twenty-four) months** of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, the sum of \$44.79 (Forty-four dollars and 79/100) 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.

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:            Martin A. Harmon, a single man**

\_\_\_\_\_  
Martin A. Harmon

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



**EXHIBIT 'A'**

All that certain real property situate in Section 12, Township 10 North, Range 11 East, Mount Diablo Meridian, being a portion of Parcel 1 of that certain Parcel Map filed in Book 19, Page 147, of the official records of El Dorado County, contained within a strip of land 50.00 feet wide lying 25.00 feet on each side of the following described centerline:

BEGINNING at a point on the East boundary of said Parcel 1 from which the Southeast corner of said Parcel 1 bears the following two (2) courses: South 21° 29' 57" West 21.57 feet; thence South 9° 12' 59" West 162.51 feet; thence from said POINT OF BEGINNING South 57° 17' 13" 23.57 feet; thence South 70° 03' 16" West 56.00 feet; thence South 75° 53' 01" West 58.51 feet; thence South 82° 14' 57" West 52.78 feet; thence North 89° 38' 26" West 106.47 feet; thence North 80° 51' 40" West 82.77 feet; thence North 74° 57' 04" West 43.03 feet.

EXCEPT that portion thereof lying southerly of the northerly boundary of the Camino, Placerville, Lake Tahoe Railroad.

The sidelines of said strip to be prolonged or shortened to meet at the East boundary of said Parcel 1 and the northerly boundary of the Camino, Placerville, Lake Tahoe Railroad.


Containing 17,337 square feet (0.40 acres) more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is identical to that easement recorded in Book 2906, Page 31 of the official records of El Dorado County.

The purpose of the above description is to describe that portion of said Parcel as a temporary easement for construction purposes.

  
\_\_\_\_\_  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Community Development Agency  
Transportation Division



Dated: 3/26/2015

# EXHIBIT 'B'

Situate in Section 12, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California



PM 19-147 (1)  
APN 048-471-07  
HARMON

TEMPORARY CONSTRUCTION EASEMENT  
COINCIDENTAL WITH EXISTING 50'  
PRIVATE ROAD AND PUE, SEE PAGE 2

PINA AVE

CAMINO HEIGHTS DR

CAMINO, PLACERVILLE, LAKE TAHOE R.R.

LOS TRAMPAS DR

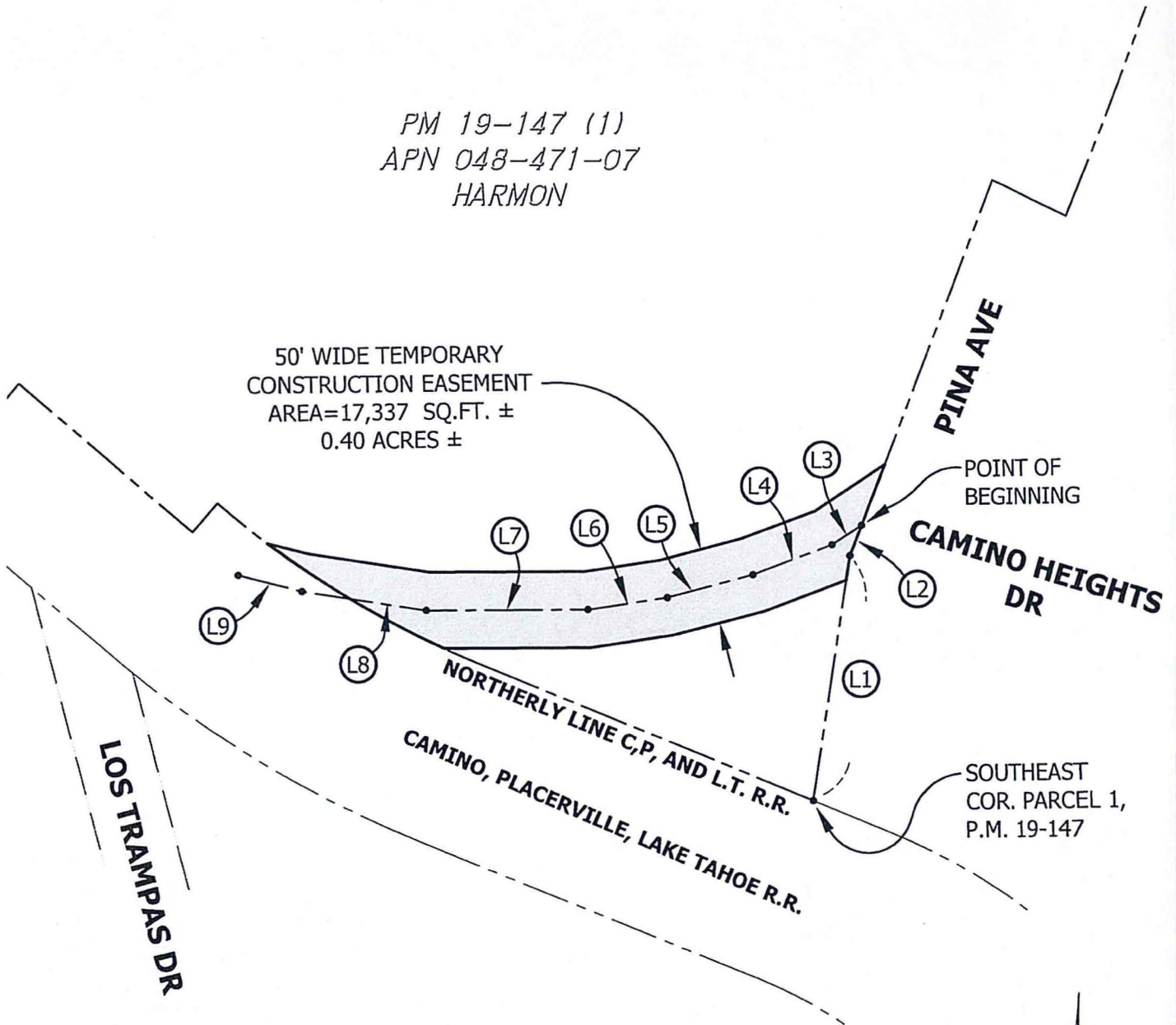


Scale 1"=150'  
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# EXHIBIT 'B'

Situate in Section 12, T. 10 N., R. 11 E., M.D.M.  
County of El Dorado, State of California

PM 19-147 (1)  
APN 048-471-07  
HARMON



- |                                    |                              |
|------------------------------------|------------------------------|
| (L1) S 09° 12' 59" W 162.51' (TIE) | (L6) S 82° 14' 57" W 52.78'  |
| (L2) S 21° 29' 57" W 21.57' (TIE)  | (L7) N 89° 38' 26" W 106.47' |
| (L3) S 57° 17' 13" W 23.57'        | (L8) N 80° 51' 40" W 82.77'  |
| (L4) S 70° 03' 16" W 56.00'        | (L9) N 74° 57' 04" W 43.03'  |
| (L5) S 75° 53' 01" W 58.51'        |                              |



Scale 1"=100'  
Page 2 of 2