

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

9

**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 **CATHERINE A. BOS, TRUSTEE OF THE BOS REVOCABLE TRUST DATED JUNE 22, 2007** referred to herein as ("Seller"), with reference to the following facts:

**RECITALS**

- A. Seller owns 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 an interest in the Property as a Slope and Drainage Easement as described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement, as described and depicted in Exhibit C, and the exhibits thereto, 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**

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

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

**2. JUST COMPENSATION**

The just compensation for the Easements are in the amount of **\$14.63 for a Slope and Drainage Easement and \$598.00 for a Temporary Construction Easement for a total nominal amount of \$1,000.00 and \$5,200.00 for damages, for a total not to exceed amount of \$6,200.00 (Six-Thousand Two-Hundred-Dollars, exactly)**. Seller and County hereby acknowledge that the total amount of just compensation to the Seller is \$6,200.00.

**3. ESCROW**

The acquisition of the Easements shall be consummated by means of Escrow No. 205-14078 which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA 95762; Attention: Becky Slak. 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 Easements. 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 15, 2013, 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

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

- 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**

Seller shall, by Grants of Slope and Drainage and Temporary Construction Easements, grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, as outlined herein.

**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.
- 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 Easements.

**7. 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 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 to the Northside School Class I Bike Path Phase 2 Project #72306

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

(Project), 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.

**8. 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 Easements are conveyed and purchased, and Seller hereby waive any and all claims of Seller relating to said project that may exist on the date of this Agreement.

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

Seller acknowledges that County will use federal 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 13, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deeds being conveyed by Seller, and as shown in Exhibit B and C and the exhibits thereto, attached hereto and incorporated by reference herein.

**10. 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 071-390-10) where necessary to perform the replacement and/or reconstruction as described in Section 23 of this Agreement, during normal business hours (Monday through Friday, 6:00 a.m. until 6:00 p.m.). Seller understands and agrees that after completion of the work described in Section 22, said facilities, except utility facilities, will

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

**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 Easements, 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 Easements 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 Easements.
- C. Escrow Holder shall:
  - (i) Record the Easements described and depicted in Exhibit B and C, and the exhibits thereto, together with County's Certificates 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.

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

**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:** Catherine A. Bos  
P.O. Box 4225  
Auburn, CA 95604

**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 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 Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

**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. CONSTRUCTION CONTRACT WORK**

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

- A. During the period of time when fencing work is not being performed by County or County's contractor or authorized agent, County's contractor or authorized agent will not open Seller's gates, drop fencing or deposit on

Seller: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

Seller's property construction materials.

- B. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed bike path improvements to be constructed within the new right of way limits.
- C. County or County's contractor or authorized agent will repair and where necessary replace, any portion of Seller's water supply pipe and/or irrigation lines located in the construction area that are damaged during construction contract work.
- D. County of County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at its' original location.
- E Seller to be listed as additional insured by County or County's Contractor or authorized agent during performance of construction contract work.

All work done under this Agreement shall conform 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 County, shall be left in as good a condition as found.

**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: Bos  
APN: 071-390-10  
Project#: 72306  
Escrow#: 205-14078

**SELLER: CATHERINE A. BOS, TRUSTEE OF THE BOS REVOCABLE TRUST DATED  
JUNE 22, 2007**

Date: 2/12/13

By:   
Catherine A. Bos, Trustee

**COUNTY OF EL DORADO:**

Date: 3-12-13

By:   
**RON BRIGGS**, Chair  
Board of Supervisors

ATTEST:

James S. Mitrisin

Clerk of the Board of Supervisors

By:   
Deputy Clerk

**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:**

**A PORTION OF THE SOUTH 1/2 OF SECTION 18 AND A PORTION OF THE WEST 1/2 OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 9 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**PARCEL 2, AS SHOWN ON THE PARCEL MAP, FILED NOVEMBER 29, 1988 IN BOOK 39, OF PARCEL MAPS AT PAGE 145, EL DORADO COUNTY RECORDS.**

**ASSESSORS PARCEL NO.: 071-390-10-100**

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
El Dorado County  
Board of Supervisors  
360 Fair Lane  
Placerville, CA 95667

Above section for Recorder's use

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

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **CATHERINE A. BOS, TRUSTEE OF THE BOS REVOCABLE TRUST DATED JUNE 22, 2007**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto, to points five feet beyond top of cut slopes and toe of fill slopes, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**Described in Exhibits 'A' and 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.**

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

EXHIBIT "B"

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed her name on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR: CATHERINE A. BOS, TRUSTEE OF THE BOS REVOCABLE TRUST DATED JUNE 22, 2007**

By: \_\_\_\_\_  
Catherine A. Bos, Trustee

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

**Exhibit 'A1'**  
**(36170-2)**

All that certain real property situate in the West One-Half of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 39 of Parcel Maps at Page 145, official records said county and state more particularly described as follows:

Beginning at the northeast corner of said Parcel 2; thence along the westerly right of way line of Highway 49, said county and state, South 25° 01' 07" West 27.96 feet; thence leaving said right of way line North 16° 47' 45" East 26.42 feet to the northerly line of said Parcel 2; thence along said northerly line North 89° 22' 46" East 4.19 feet to the POINT OF BEGINNING. Containing 53 square feet more or less. See Exhibit 'B1', attached hereto and made a part hereof.

**END OF DESCRIPTION**

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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

*Loren A. Massaro*

Loren A. Massaro      P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated: 11.01.2012



# EXHIBIT 'B1'

Situate in the West One-Half of Section 19,  
Township 12 North, Range 9 East, M.D.M.  
Being a portion of Parcel 2, P.M. 39-145  
El Dorado County State of California

POINT OF BEGINNING  
NORTHEAST CORNER  
PARCEL 2

SEE DETAIL

BOS REV. TR.  
DOC. NO. 2007-0055584  
A.P.N. 071-390-10  
PARCEL 2 P.M. 39-145

36170 - 2

SLOPE AND DRAINAGE EASEMENT  
AREA= 53 ±SQ.FT.

WESTERLY RIGHT OF WAY HWY 49

HIGHWAY 49

Grid North  
Scale 1"=100'

POINT OF BEGINNING  
NORTHEAST CORNER  
PARCEL 2

N 89°22'46" E  
4.19'

N 16°47'45" E  
26.42'

S 25°01'07" W  
27.96'

Grid North  
Scale 1"=20'

DETAIL



EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

APN: 071-390-10

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**TEMPORARY CONSTRUCTION EASEMENT**

**CATHERINE A. BOS, TRUSTEE OF THE BOS REVOCABLE TRUST DATED JUNE 22, 2007**, 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 \$598.00 (FIVE HUNDRED NINETY-EIGHT 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 **Northside School Class I Bike Path - Phase 2 (SR 49) Project #72306 (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

EXHIBIT "C"

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 24 (Twenty-Four) months of construction, together with the one-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 \$27.05 (TWENTY SEVEN DOLLARS AND 05/100) 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 and one year warranty period. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

**CATHERINE A. BOS, TRUSTEE OF THE BOS REVOCABLE TRUST  
DATED JUNE 22, 2007**

Executed on: \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
Catherine A. Bos, Trustee

(A Notary Public Must Acknowledge All Signatures)



**Exhibit 'A'**  
**(36170-1)**

All that certain real property situate in the West One-Half of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 39 of Parcel Maps at Page 145, official records said county and state more particularly described as follows:

Beginning on the southerly line of said Parcel 2 from which the southeasterly corner of said Parcel 2 bears North 89° 27' 34" East 27.71 feet; thence from said POINT OF BEGINNING, along said southerly line South 89° 27' 34" West 65.40 feet; thence leaving said southerly line North 25° 01' 07" East 58.03 feet; thence South 64° 58' 53" East 43.52 feet; thence North 25° 01' 07" East 13.65 feet; thence South 64° 58' 53" East 32.48 feet; thence North 25° 01' 07" East 217.55 feet; thence North 62° 57' 35" East 6.51 feet; thence North 25° 01' 07" East 190.38 feet; thence North 16° 43' 47" East 63.80 feet to the northerly line of said Parcel 2; thence along said northerly line North 89° 22' 46" East 10.45 feet; thence leaving said northerly line South 16° 47' 45" West 26.42 feet to the westerly right of way of Highway 49, said county and state; thence along said right of way South 25° 01' 07" West 479.58 feet; thence North 64° 58' 48" West 25.00 feet; thence South 25° 01' 07" West 18.47 feet to the POINT OF BEGINNING. Containing 6,492 square feet more or less. See Exhibit 'B', attached hereto and made a part hereof.

**END OF DESCRIPTION**

The basis of bearing for this description is CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.9998518 to obtain ground distances.

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

*Loren A. Massaro*

Loren A. Massaro

P.L.S. 8117

Dated: 09.26.2012



# EXHIBIT 'B'

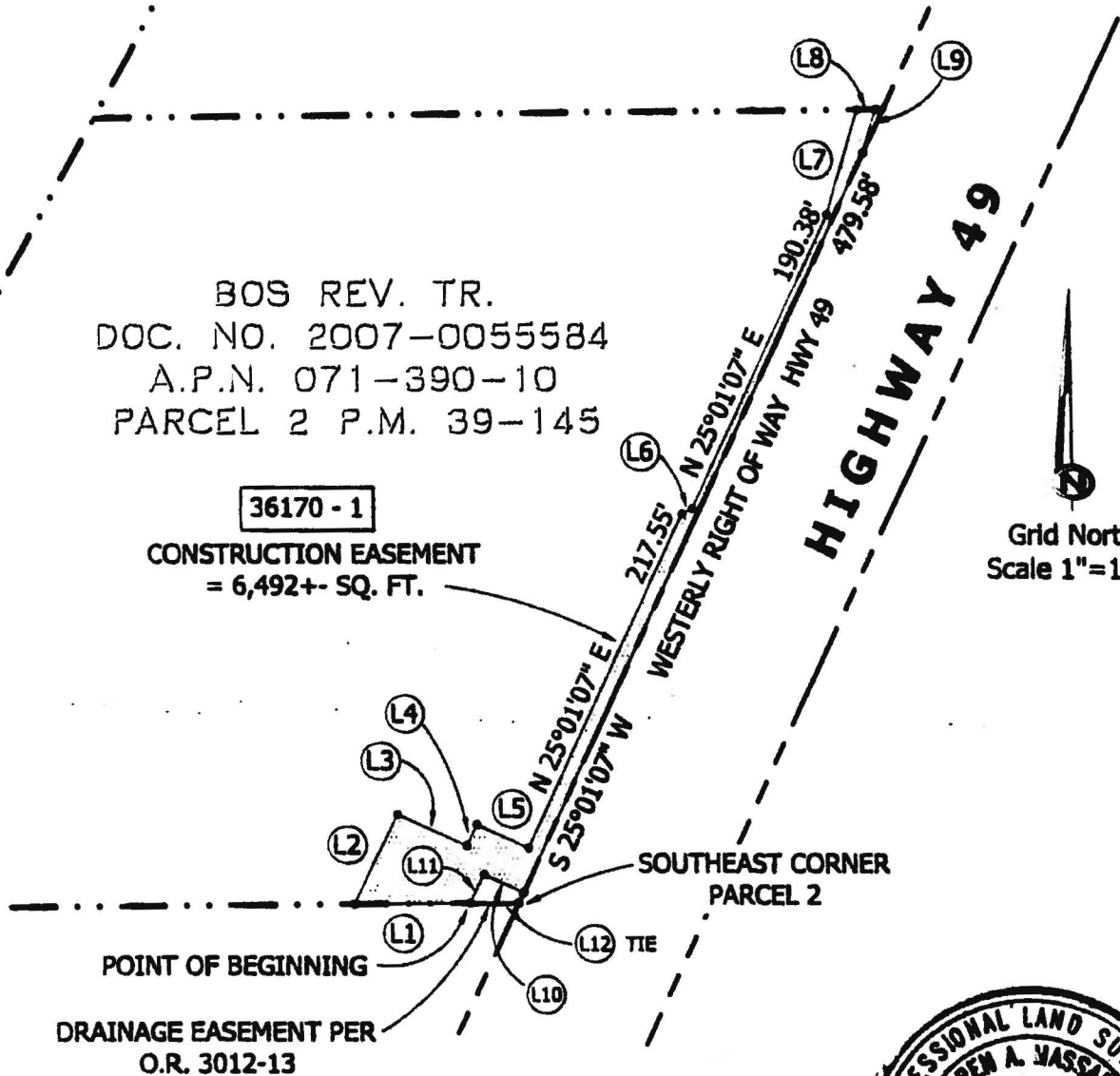
Situate in the West One-Half of Section 19,  
 Township 12 North, Range 9 East, M.D.M.  
 Being a portion of Parcel 2, P.M. 39-145  
 El Dorado County State of California

BOS REV. TR.  
 DOC. NO. 2007-0055584  
 A.P.N. 071-390-10  
 PARCEL 2 P.M. 39-145

**36170 - 1**

CONSTRUCTION EASEMENT  
 = 6,492+- SQ. FT.

Grid North  
 Scale 1"=100'



(L1) S 89°27'34" W	65.40'	(L7) N 16°43'47" E	63.80'
(L2) N 25°01'07" E	58.03'	(L8) N 89°22'46" E	10.45'
(L3) S 64°58'53" E	43.52'	(L9) S 16°47'45" W	26.42'
(L4) N 25°01'07" E	13.65'	(L10) N 64°58'48" W	25.00'
(L5) S 64°58'53" E	32.48'	(L11) S 25°01'07" W	18.47'
(L6) N 62°57'35" E	6.51'	(L12) N 89°27'34" E	27.71'

