

Seller: Fallah-Najmabadi
APN: 119-090-65
Project #: 72369
Escrow#: 205-16285

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 Hessameddin Fallah-Najmabadi 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 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 Easement is in the amount of **\$242.77 (Two Hundred Forty-Two Dollars, and Seventy-Seven Cents) for a Temporary Construction Easement, increased to a total not-to-exceed amount of \$1,000.00 (One Thousand Dollars, exactly)**, which represents the

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total amount of compensation to Seller. Seller and County hereby acknowledge that the fair market value of the Easement is less than \$1,000.00, but that nominal compensation of \$1,000.00 is required by Caltrans regulations.

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 205-16285 for APN 119-090-65 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 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, 2014 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.

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5. TITLE

Seller shall, by Grant of Temporary Construction 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.

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, excepting only a Notice of Non-Compliance issued by the County of El Dorado, recorded November 20, 2007, as Instrument No. 2007-71870 of Official Records of the County of El Dorado, State of California.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.

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 Easement by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the

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construction of improvements Hollow Oak Road Drainage Project #72369, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Sellers 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 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.

9. 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.

10. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Easement, and Sellers 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.

11. 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

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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 described and depicted in Exhibit B, and the exhibits thereto, together with County's Certificate of Acceptance.
- (ii) Deliver the just compensation to Seller.

12. 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.

13. 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.

14. 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: Fallah-Najmabadi
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SELLER: Hessameddin Fallah-Najmabadi
P O Box 191854
Sacramento, CA 95819

COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane

COPY TO: Placerville, CA 95667
County of El Dorado
Community Development Agency
Transportation Division, Right of Way Unit
2850 Fairlane Court
Placerville, CA 95667

15. 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.

16. 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.

17. 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.

18. 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

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of this Agreement.

19. 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.

20. 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.

21. CONSTRUCTION CONTRACT WORK

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

- (i) The County or County's contractor or authorized agent will remove any existing fencing that interferes with the construction of the Hollow Oak Drainage Project #72369 and install temporary fencing as necessary to maintain the existing fencing limits. After construction is completed, and fence removed will be replaced in-kind.
- (ii) The County or County's contractor or authorized agent will provide temporary driveway during installation of storm drain system and conform driveway.

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. Seller understands and

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agrees that after completion of the work described, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers's Property, (Assessor's Parcel Number 119-090-65) where necessary, to perform the work as described in Section 21 of this Agreement.

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.

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.

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Seller: Fallah-Najmabadi
APN: 119-090-65
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SELLER: Hessameddin Fallah-Najmabadi

Date: 3/6/2014

By: 
Hessameddin Fallah-Najmabadi

COUNTY OF EL DORADO:

Date: 6-10-14

By: 
Norma Santiago
Chair, Board of Supervisors

ATTEST:
James S. Mitrison
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 NORTH 1/2 OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL C, AS SHOWN ON THE PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON AUGUST 4, 1976, IN BOOK 11 OF PARCEL MAPS, AT PAGE 137.

EXCEPTING THEREFROM ALL THAT PORTION IN FEE DEEDED TO THE COUNTY OF EL DORADO IN RESOLUTION AND IRREVOCABLE OFFER RECORDED NOVEMBER 5, 2005, INSTRUMENT NO. 2005-92135 OFFICIAL RECORDS.

A.P.N. 119-090-65-100

Exhibit "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 119-090-65
Hessameddin Fallah-Najmabadi

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Hollow Oak Road Drainage
Project #72369

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Hessameddin Fallah-Najmabadi, 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 made a part hereof.

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

1. For good and valuable consideration, as more specifically described in the Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated _____, 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 he is 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 Hollow Oak Road Drainage Project #72369. 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 facilitating the installation of a storm drain system and re-landscaping the slope disturbed by the storm drain installation. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Acceptance of the Hollow Oak Road Drainage Project #72369. 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.

Exhibit "B"

4. Compensation under this temporary construction easement covers the construction period estimated to be 4 (four) months of construction, together with the one-year warranty period. In the event that construction of the Hollow Oak Road Drainage Project #72369 is not completed within 4 months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$60.69 (Sixty Dollars, and Sixty-Nine Cents)** will be paid to Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.
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

_____ Date: _____
Hessameddin Fallah-Najmabadi

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'


Hollow Oak Drive
"Temporary Construction Easement"

All that real property situate in the County of El Dorado, State of California, lying within the Northeast One-quarter of Section 6, Township 9 North, Range 9 East, M.D.M., and being a portion of Parcel C, as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County in Book 11 of Parcel Maps, Page 137 and being more particularly described as follows:

Beginning at a point on the West line of said Parcel C, at the intersection with said line and the South line of Hollow Oak Drive, said point being the Southwest corner of that certain Irrevocable Offer of Dedication to the County of El Dorado and recorded in Document No. 2005-0092135; thence from said Point of Beginning and along the South line of said Hollow Oak Drive, South 76°30'00" East, 330.77 feet; thence along the arc of a curve to the left, having a radius of 1530.00 feet, the chord of which bears South 81°42'28" East, 277.75 feet to a point on the East line of said Parcel C, being the Southeast corner of said Irrevocable Offer of Dedication; thence along said East, line, South 05°26'13" West, 15.01 feet; thence leaving said East line and along the arc of a curve, concave to the Northeast, having a radius of 1545.00 feet, the chord of which bears North 81°41'47" West, 279.86 feet; thence North 76°30'00" West, 325.10 feet more or less to a point on the West line of said Parcel C; thence along said West line, North 07°11'12" West, 16.03 feet to the Point of Beginning, containing 0.209 acres, more or less.

End of Description

This description has been prepared by me or under my direct supervision



Kevin A. Heeney, PLS 5914

06/20/2013
Date:



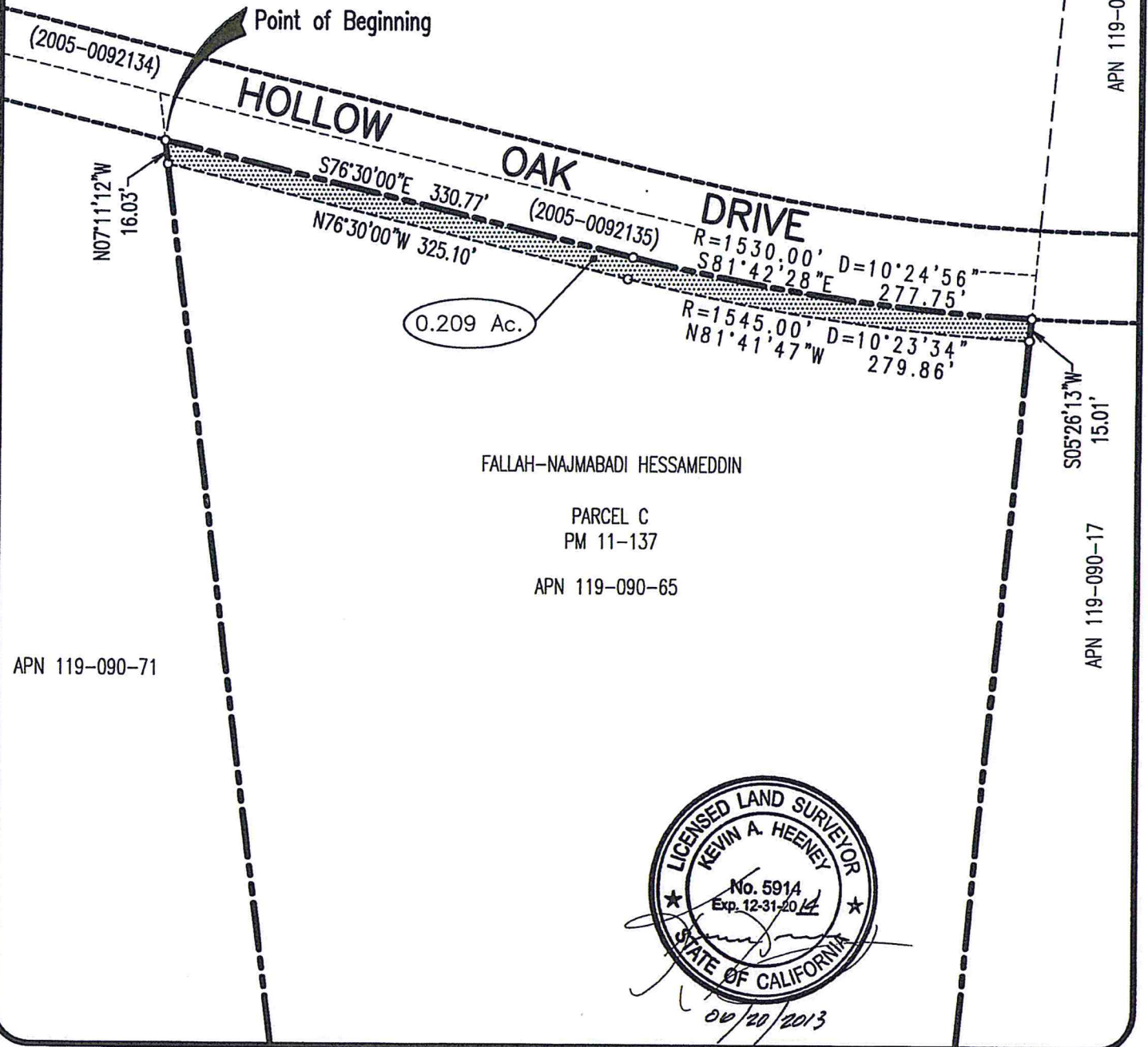
A portion of APN 119-090-65



Exhibit 'B'

APN 119-090-67

APN 119-090-17



FALLAH-NAJMABADI HESSAMEDDIN

PARCEL C
PM 11-137

APN 119-090-65

APN 119-090-71

APN 119-090-17



C.T.A. R.E.Y., INC.



Civil Engineering, Planning, Land Surveying
3233 Monier Circle
Rancho Cordova, Ca 95742

(916) 638-0919

FAX 638-2479

EXHIBIT PLAT

**"Temporary Construction Easement"
HOLLOW OAK DRIVE**

PORTION OF THE NE 1/4 SEC. 6, T.,9 N., R., 9 E., M.D.M.
and a PORTION OF PARCEL "C" (11 PM 137)

COUNTY OF EL DORADO

STATE OF CALIFORNIA

DATE:	06-20-2013
SCALE:	1"=100'
BY:	KAH
JOB NO.	03-047-002

Exhibit "B"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN 119-090-65
Hessameddin Fallah-Najmabadi

Above section for Recorder's use

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Temporary Construction Easement dated _____, 201__ from **Hessameddin Fallah-Najmabadi** to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 201__

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On MAR 6 2014 before me, DORI FLOYD, NOTARY PUBLIC

personally appeared HESSAMEDDIN FALLAH-NAJMABADI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

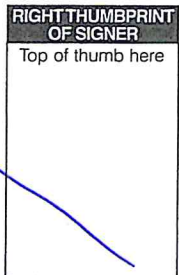
Document Date: MARCH 6 2014 Number of Pages: 15

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

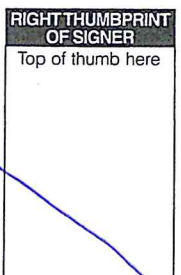
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____


Hollow Oak Drive
"Temporary Construction Easement"

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Kevin A. Heeney, PLS 5914

04/20/2013
Date:

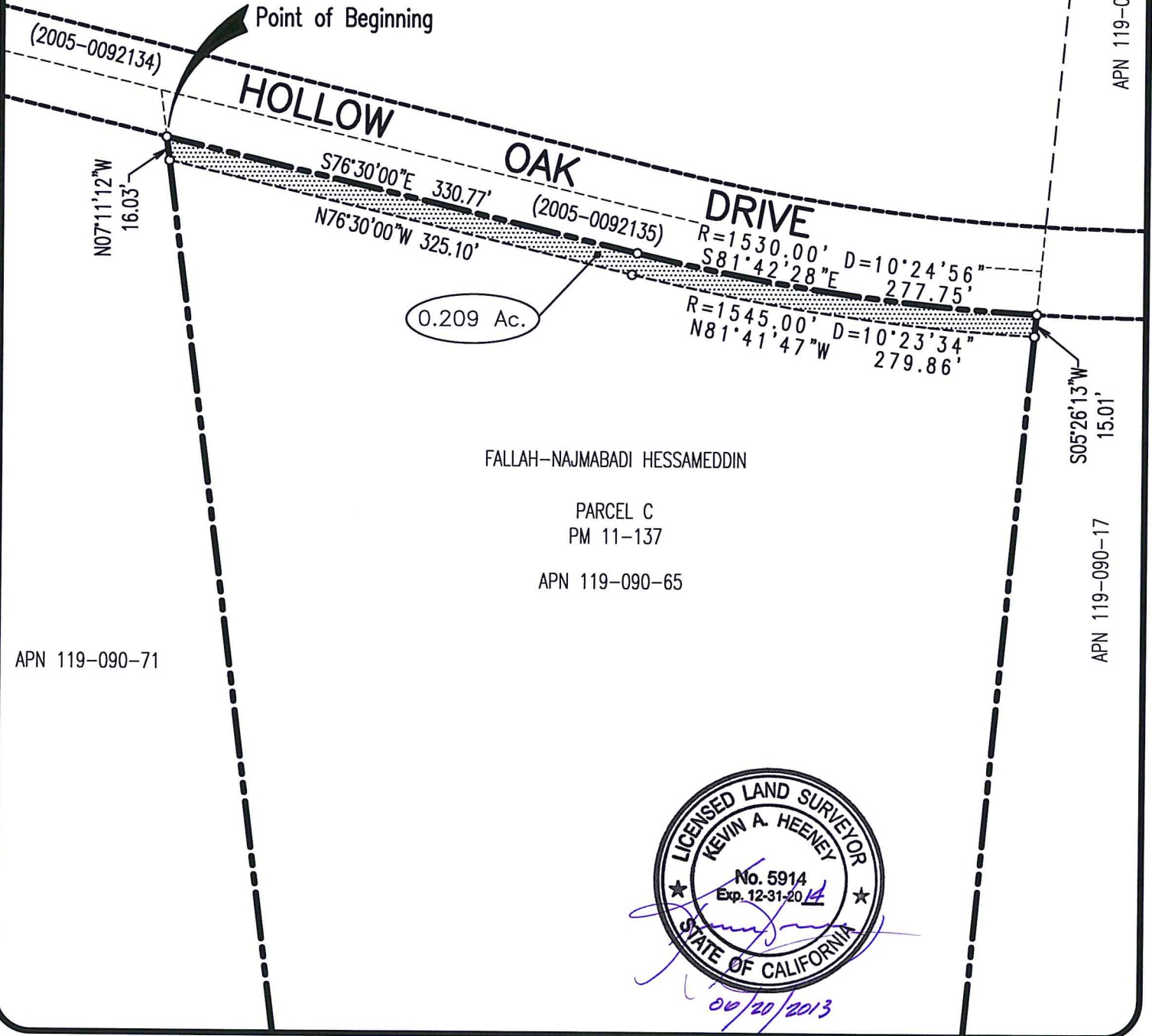


A portion of APN 119-090-65



APN 119-090-67

APN 119-090-17



C.T.A. R.E.Y., INC.
 BUSINESS PLANNERS
 SURVEYORS

Civil Engineering, Planning, Land Surveying
 3233 Monier Circle
 Rancho Cordova, Ca 95742
 (916) 638-0919 FAX 638-2479

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"Temporary Construction Easement"
HOLLOW OAK DRIVE
 PORTION OF THE NE 1/4 SEC. 6, T.,9 N., R., 9 E., M.D.M.
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