

Sellers: Hall/Davis
APN: 325-110-23
Project # 77114
Escrow #: 201-39421

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 Anthony Todd Hall and Judith Joann Davis, Husband and Wife as Joint Tenants, referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed 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, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", 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 agree to acquire from Sellers, the Acquisition Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit C, which is attached hereto and hereby incorporated by reference and made

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a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$3,611.00 for fee title, \$624.00 for the Temporary Construction Easement, for a total amount of \$4,235.00 rounded to \$4,300.00 (Four thousand three hundred dollars, exactly) which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39421 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 Grant Deed and the Grant of Temporary Construction Easement from Sellers to County for the Acquisition Properties. Sellers 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 August 31, 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; and

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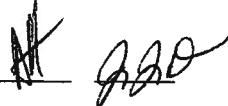
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Grant of Temporary Construction Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall by Grant Deed, and Grant of Temporary Construction Easement, convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No.201-39421 dated March 1, 2013, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to item 4 and 5 as listed in said preliminary title report.

Sellers agree all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Sellers, subject only to those exceptions set forth hereinabove.



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6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge 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 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 Grant Deed being conveyed by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrants 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 contract section and elsewhere in this Agreement shall survive delivery of the deed.

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8. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. 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 title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

9. 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 AT&T and Pacific Gas & Electric Company. Sellers agree to indemnify and hold County harmless from any claim arising there from. 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 title to the Property prior to Close of Escrow.

10. NO ENVIRONMENTAL VIOLATIONS

Sellers represent that, to the best of Sellers's knowledge, Sellers know of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination.

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11. 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 adjacent to Green Valley Road, 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.

12. 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.

13. REAL ESTATE BROKER

Sellers have not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Sellers shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Sellers to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deed and Grant of Temporary Construction Easement for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.

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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 Grant Deed, and Grant of Temporary Construction Easement.

C. Escrow Holder shall:

- (i) Record the Grant Deed and the Grant of Temporary Construction Easement for the Acquisition Properties described and depicted in Exhibits B and C and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Sellers.

15. 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 Sellers.

16. 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.

17. 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 Sellers or County by the

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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:

SELLERS: **Anthony Todd Hall and Judith Joann Davis**
7227 Green Valley Rd.
Placerville, CA 95667

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**
Community Development Agency
Transportation Division
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

18. BINDING EFFECT

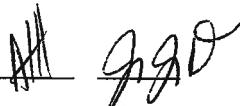
This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

19. 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.

20. 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.



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21. 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.

22. 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.

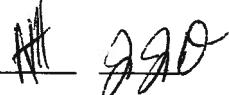
23. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month.

24. CONSTRUCTION CONTRACT WORK

A. 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) County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits.
- (ii) County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five feet past top of cut of slope, where applicable.



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(iii) In the event that water well system is uncovered/disturbed during roadway construction, said uncovered/disturbed portions of the water well system will be replaced in accordance with County regulations at no cost to Sellers.

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.

25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers Property, (Assessor's Parcel Number 325-110-23) where necessary, to perform the work as described in Section 24 of this Agreement. Sellers understand and agree that after completion of the work described in Section 24, said fencing and facilities, except utility facilities, will be considered Sellers sole property and Sellers will be responsible for their maintenance and repair.

26. 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.

27. ENTIRE AGREEMENT

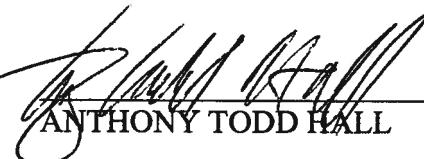
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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SELLERS: Anthony Todd Hall and Judith Joann Davis, Husband and Wife As Joint Tenants

Date: 5/15/13

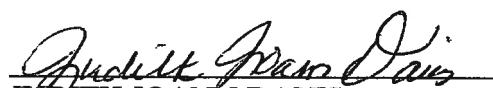
By:



ANTHONY TODD HALL

Date: 5/15/13

By:

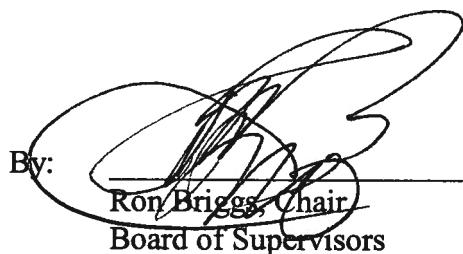


JUDITH JOANN DAVIS

COUNTY OF EL DORADO:

Date: 6-18-13

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:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE REALTY HEREIN DESCRIBED, A POINT IN THE CENTERLINE OF WEBER CREEK FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 50.00 FEET, A 3/4 INCH CAPPED IRON PIPE MARKED "LS 2725" AND CONTINUING NORTH 809.63 FEET, A SIMILAR PIPE AND NORTH 68 DEG 27' 30" EAST 3710.00 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG THE CENTERLINE OF SAID CREEK, SOUTH 70 DEG 50' EAST 17.87 FEET AND SOUTH 53 DEG 36' EAST 71.97 FEET AND SOUTH 42 DEG 13' EAST 68.96 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 16 DEG 18' 40" WEST 111.70 FEET TO A POINT IN THE CENTERLINE OF GREEN VALLEY ROAD; THENCE ALONG SAID CENTERLINE NORTH 61 DEG 17' WEST 147.02 FEET AND NORTH 85 DEG 49' WEST 50.00 FEET AND SOUTH 79 DEG 12' 30" WEST 50.00 FEET AND SOUTH 65 DEG 17' 30" WEST 166.62 FEET AND SOUTH 85 DEG 52' WEST 60.44 FEET AND NORTH 82 DEG 08' 30" WEST 130.17 FEET; THENCE LEAVING THE CENTERLINE OF SAID ROAD NORTH 1 DEEG 04' 30" WEST 296.95 FEET TO A POINT IN THE CENTERLINE OF SAID WEBER CREEK; THENCE ALONG SAID CENTERLINE NORTH 71 DEG 46' 30" EAST 126.28 FEET AND SOUTH 57 DEG 57' EAST 239.94 FEET AND NORTH 76 DEG 01' EAST 90.66 FEET AND SOUTH 70 DEG 50' EAST 77.27 FEET TO THE POINT OF BEGINNING.

ACCORDING TO A SURVEY MADE IN JUNE 1962 UNDER THE DIRECTION OF BUTLER AND SANDERS, LICENSED LAND SURVEYORS.

EXCEPTING THEREFROM ALL MINERALS OR ORES LYING BENEATH THE SURFACE, AS RESERVED BY PLACERVILLE GOLD MINING COMPANY BY DEED RECORDED SEPTEMBER 10, 1947 IN BOOK 242 OF OFFICIAL RECORDS AT PAGE 430.

A.P.N. 325-110-23-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 325-110-23

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ANTHONY TODD HALL AND JUDITH JOANN DAVIS, Husband and Wife as Joint Tenants**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2013.

GRANTOR

ANTHONY TODD HALL

JUDITH JOANN DAVIS

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain document number 2000-0039126, official records said county and state more particularly described as follows:

Beginning at the southeast corner of said parcel; thence from said POINT OF BEGINNING along the southerly boundary of said parcel North 61° 51' 03" West 147.07 feet; thence continuing North 86° 23' 03" West 3.43 feet; thence leaving said southerly boundary North 14° 39' 10" East 39.79 feet to the beginning of a non-tangent curve to the right having a radius of 195.00 feet; thence along said curve through a central angle of 09° 09' 07" an arc length of 31.15 feet, said curve being subtended by a chord which bears South 70° 46' 16" East 31.11 feet; thence South 66° 11' 43" East 117.85 feet to the easterly boundary of said parcel; thence along said easterly boundary South 15° 44' 37" West 52.24 feet to the POINT OF BEGINNING, containing 6825 square feet or 0.16 acres more or less. See Exhibit 'B' attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

The purpose of this description is to describe that portion of said parcel for right of way acquisition purposes.



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

Dated: 01.29.2013



EXHIBIT 'B'

Situate in Northwest One-Quarter of
Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

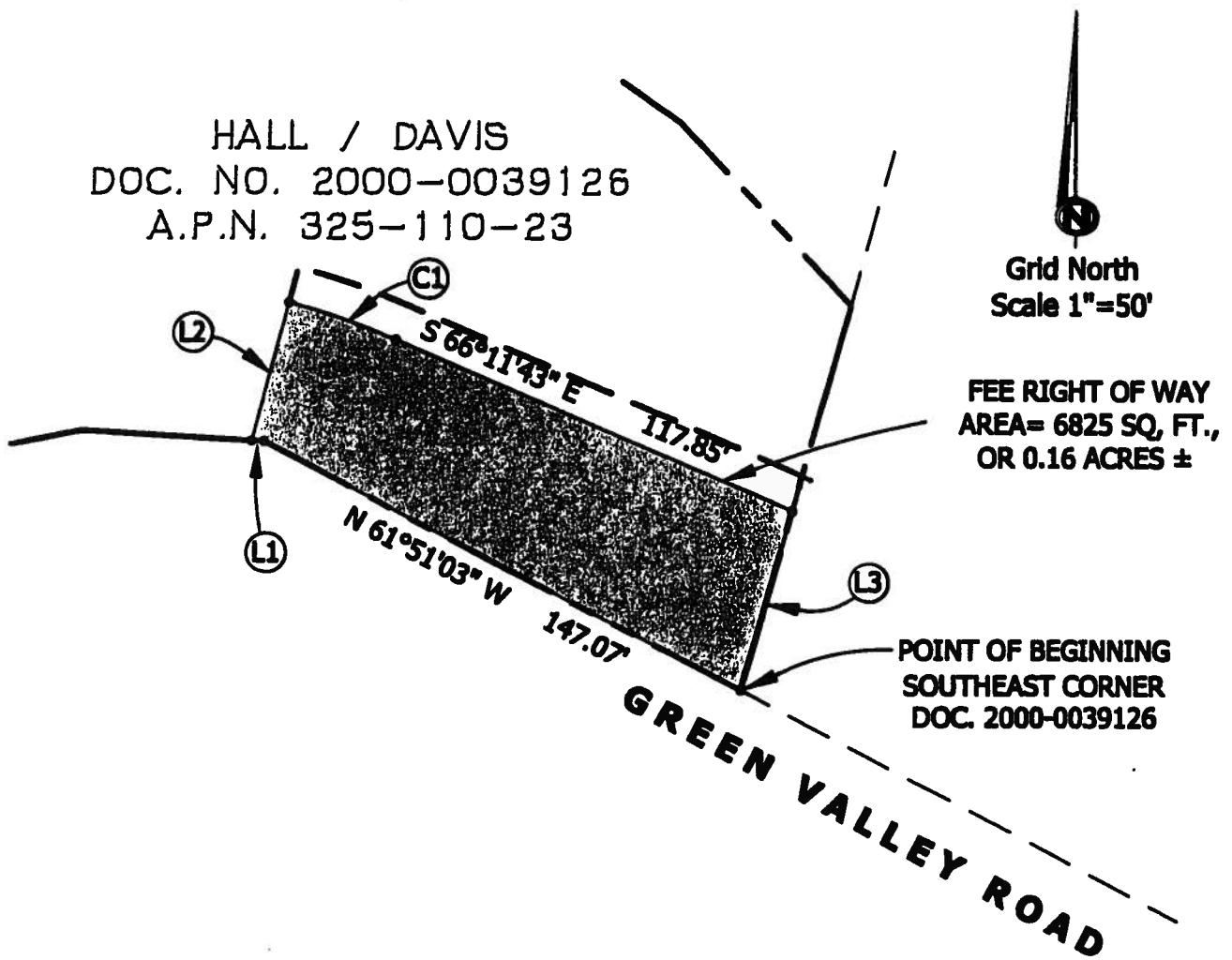


EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 325-110-23
Project: #77114 Green Valley Rd & Weber Crk.

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

ANTHONY TODD HALL AND JUDITH JOANN DAVIS, Husband and Wife 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 "A1" and "B1" 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 \$624.00 (SIX HUNDRED TWENTY-FOUR DOLLARS AND NO/100) 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 A1 and depicted on the map in Exhibit B1 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 **Green Valley Road and Weber Creek Project #77114 (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, 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

EXHIBIT "C"

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 \$26.00 (Twenty-six dollars 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.

Executed on: _____, 2013.

ANTHONY TODD HALL

JUDITH JOANN DAVIS

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A1'

All that certain real property situate in Northwest One-Quarter of Section 14, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion of that particular parcel described in that certain document number 2000-0039126, official records said county and state more particularly described as follows:

Beginning on the easterly boundary of said parcel from which the southeast corner thereof bears South 15° 44' 37" West 52.24 feet; thence from said POINT OF BEGINNING leaving said easterly boundary North 66° 11' 43" West 117.85 feet to the beginning of a non-tangent curve to the left having a radius of 195.00 feet; thence along said curve through a central angle of 09° 09' 07" an arc length of 31.15 feet, said curve being subtended by a chord which bears North 70° 46' 16" West 31.11 feet; thence North 14° 39' 10" East 10.00 feet to the beginning of a non-tangent curve to the right having a radius of 205.00 feet; thence along said curve through a central angle of 09° 09' 07" an arc length of 32.75 feet, said curve being subtended by a chord which bears South 70° 46' 16" East 32.71 feet; thence South 66° 11' 43" East 116.43 feet to said easterly boundary; thence along said easterly boundary South 15° 44' 37" West 10.10 feet to the POINT OF BEGINNING, containing 1491 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 identical to that of Record of Survey book 31 page 86 official records said county and state and is grid north. All distances shown are grid distances. Divide distances by 0.999868 to obtain ground distances.

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



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

Dated: 01-29-2013



EXHIBIT 'B1'
Situate in Northwest One-Quarter of
Section 14, Township 10 North, Range 10 East, M.D.M.
El Dorado County State of California

