

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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 Ann E. Rockwell, An Unmarried Woman, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns 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. Seller desires 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 Public Utility 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

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agree to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B and C and the exhibits thereto.

Seller: Rockwell
APN: 325-110-41
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2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$2.00 for fee title, \$1.00 for the Public Utility Easement, for a total amount of \$3.00, rounded to \$1,000.00 (One thousand dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 201-39427 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 Public Utility Easement from Seller to County for the Acquisition Properties. 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 July 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

Seller: Rockwell
APN: 325-110-41
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- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Grant of Public Utility Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deed, and Grant of Public Utility 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.201-39427 dated March 1, 2013, if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6, 7 and 8, as listed in said preliminary title report.

Seller agrees 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 Seller, subject only to those exceptions set forth hereinabove.

6. 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

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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

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. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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 Seller 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. Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes 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

Seller represents that, to the best of Seller's knowledge, Seller knows 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.

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

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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.

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

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, 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.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Grant of Public Utility Easement for the Acquisition Properties 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 Grant Deed, and Grant of Public Utility Easement.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed and the Grant of Public Utility Easement for the Acquisition

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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 Seller.

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 Seller.

16. 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.

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 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: Ann E. Rockwell
7331 Green Valley Rd.
Placerville, CA 95667**

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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.

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

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

23. 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.

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 Seller'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.

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.

25. 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 325-110-41) where necessary, to perform the work as described in Section 24 of this Agreement.

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.

Seller: Rockwell
APN: 325-110-41
Project # 77114
Escrow #: 201-39427

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.

/SELLER: Ann E. Rockwell, An Unmarried Woman

Date: 3/14/13

By: 
Ann E. Rockwell

COUNTY OF EL DORADO:

Date: 4-23-13

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 NORTH HALF OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON MAY 10, 1979 IN BOOK 23 OF PARCEL MAPS AT PAGE 150.

A.P.N. 325-110-41-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 325-110-41

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, **ANN E. ROCKWELL, An Unmarried Woman**, 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

ANN E. ROCKWELL

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in the 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 Parcel B of that particular Parcel Map filed in Book 23 of Maps at Page 150, official records said county and state more particularly described as follows:

Beginning on the southerly boundary of said Parcel B from which the southwest corner thereof bears North 40° 32' 03" West 138.05 feet; thence from said POINT OF BEGINNING North 17° 06' 58" East 12.90 feet to the beginning of a non-tangent curve to the right having a radius of 213.00 feet; thence along said curve through a central angle of 07° 27' 04" an arc length of 27.70 feet, said curve being subtended by a chord which bears North 20° 50' 30" East 27.68 feet; thence South 65° 25' 57" East 32.91 feet to the southerly boundary of said Parcel B; thence along said boundary South 22° 51' 27" West 54.86 feet; thence North 40° 32' 03" West 34.26 feet to the POINT OF BEGINNING, containing 1,525 square feet or 0.03 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

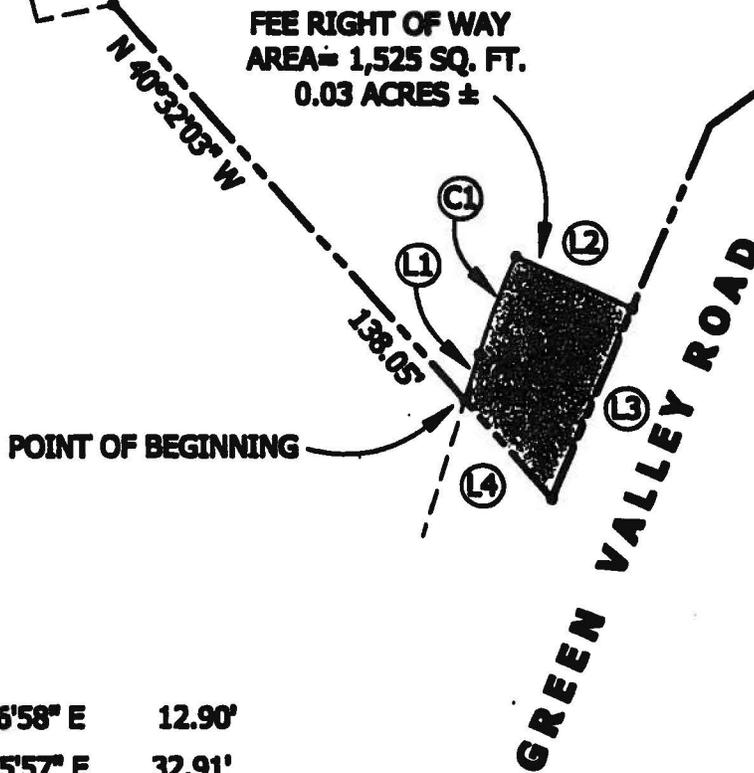
Dated: 01.29.2013



EXHIBIT 'B'

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

ROCKWELL
 O.R. 4954-015
 PARCEL B P.M. 23-150
 APN 325-110-41



- Ⓐ N 17°06'58" E 12.90'
- Ⓑ S 65°25'57" E 32.91'
- Ⓒ S 22°51'27" W 54.86'
- Ⓓ N 40°32'03" W 34.26'

- Ⓔ R = 213.00' Δ = 07°27'04" L = 27.70'
 CH = N 20°50'30" E 27.68' (Non-tangent)



EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN 325-110-41

Above section for Recorder's use

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ANN E. ROCKWELL, An Unmarried Woman**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, 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 EXHIBIT 'A1' AND DEPICTED IN EXHIBIT 'B1' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

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

EXHIBIT "C"

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

(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 their names on this _____ day of _____, 2013.

GRANTOR

Date: _____

By: _____
Ann E. Rockwell

All Signatures Must Be Notarized

Exhibit 'A1'

All that certain real property situate in the 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 Parcel B of that particular Parcel Map filed in Book 23 of Maps at Page 150, official records said county and state more particularly described as follows:

Beginning on the southerly boundary of said Parcel B from which the southwest corner thereof bears North 40° 32' 03" West 119.13 feet; thence from said POINT OF BEGINNING North 01° 32' 21" East 7.22 feet; thence South 88° 27' 39" East 18.82 feet to the beginning of a non-tangent curve to the left having a radius of 213.00 feet; thence along said curve through a central angle of 02° 29' 02" an arc length of 9.23 feet, said curve being subtended by a chord which bears South 18° 21' 29" West 9.23 feet; thence South 17° 06' 58" West 12.90 feet to said southerly boundary; thence along said boundary North 40° 32' 03" West 18.92 feet to the POINT OF BEGINNING, containing 244 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 as an easement for utility purposes.



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

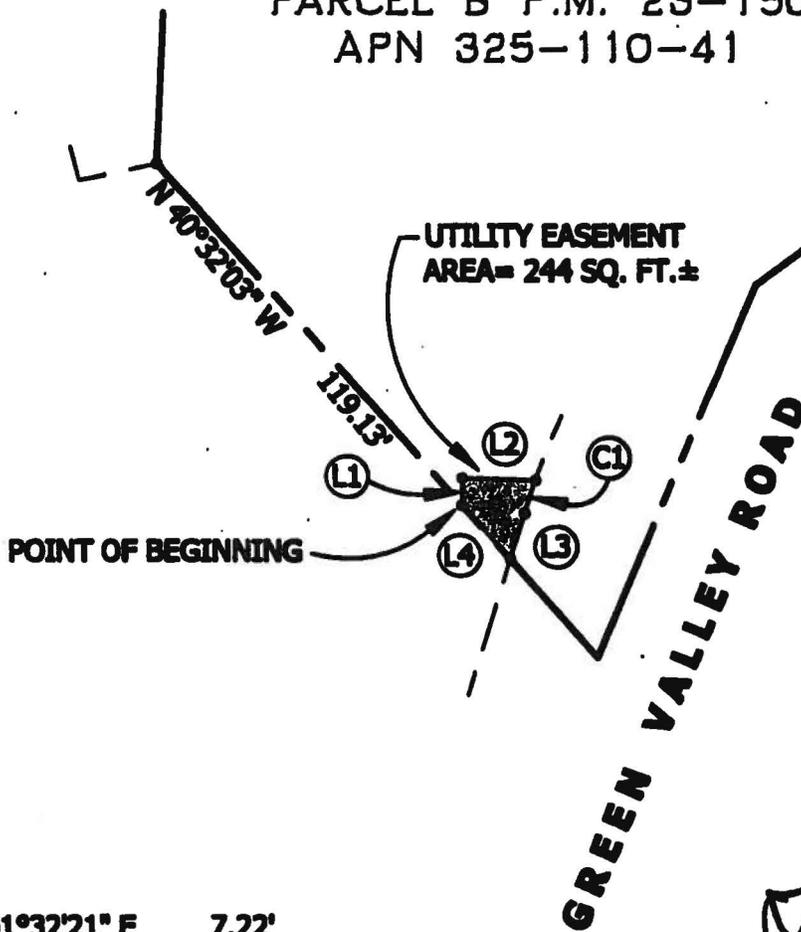


Dated: 01.29.2013

EXHIBIT 'B1'

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

ROCKWELL
O.R. 4954-015
PARCEL B P.M. 23-150
APN 325-110-41



- Ⓐ N 01°32'21" E 7.22'
- Ⓑ S 88°27'39" E 18.82'
- Ⓒ S 17°06'58" W 12.90'
- Ⓓ N 40°32'03" W 18.92'
- Ⓔ R = 213.00' Δ = 02°29'02" L = 9.23'
CH = S 18°21'29" W 9.23' (Non-tangent)

