

Sellers: Hartley  
APN: 079-021-23  
Project #: 77115  
Escrow #: 205-16965

## 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 **KENNETH E. HARTLEY and AMY HARTLEY, 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 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 attachments 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

Sellers hereby agree to sell to County, and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, 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 **\$1,000.00 (One-thousand dollars, exactly)**.

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**3. ESCROW**

The acquisition of the Easement shall be consummated by means of Escrow No. 205-16965 for APN 079-021-23, which has been opened at Placer Title Company ("Escrow Holder"), 175 Placerville Drive, Placerville, CA, 95667; Attention: Jim Donner, Escrow Officer. 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. 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 April 30, 2015, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

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

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

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

**7. WARRANTIES**

Sellers warrant 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Easement.

**8. 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

Sellers RA OW



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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 Sellers.

**13. 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.

**14. 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.

**15. 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 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:** Kenneth E. and Amy Hartley  
7391 Morning Star Drive  
Placerville, CA 95667

Sellers



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**COUNTY:** County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667

**COPY TO:** County of El Dorado  
CDA, Transportation Division  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

**16. 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.

**17. 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.

**18. 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.

**19. 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.

Sellers





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**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.

**26. 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.

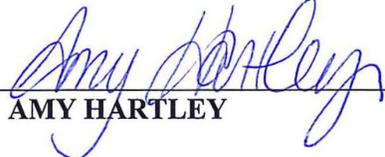
**SELLERS:**

**KENNETH E. HARTLEY and AMY HARTLEY, husband and wife, as Joint Tenants**

Date: 2/3/15

By:   
**KENNETH E. HARTLEY**

Date: 2/3/15

By:   
**AMY HARTLEY**

Sellers  

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**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

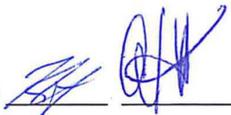
By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Sellers  \_\_\_\_\_

Order No. 205-16965  
UPDATE  
Version 3

**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 SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 12 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL C, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JUNE 1, 1977, IN BOOK 15 OF PARCEL MAPS AT PAGE 111.

A.P.N. 079-021-23-100

EXHIBIT B

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

Hartley  
APN 079-021-23

\_\_\_\_\_  
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, **KENNETH E. HARTLEY and AMY HARTLEY, 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**, a slope and drainage easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, 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 EXHIBIT 'A' AND DEPICTED IN EXHIBIT '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

EXHIBIT B

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 his/her/their name(s) on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

**KENNETH E. HARTLEY and AMY HARTLEY, husband and wife, as Joint Tenants.**

By: \_\_\_\_\_  
**KENNETH E. HARTLEY**

By: \_\_\_\_\_  
**AMY HARTLEY**

**Notary Acknowledgments Follow**

## Exhibit 'A'

All that certain real property situate in the South One-Half of Section 27, Township 10 North, Range 12 East, M.D.M., El Dorado County, State of California, being a portion of Parcel C of that particular Parcel Map filed in book 15 of Parcel Maps at page 111, 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 line of said Parcel South 60° 00' 40" West 80.68 feet; thence leaving said line North 34° 38' 59" East 4.28 feet; thence North 49° 49' 28" East 41.87 feet; thence North 56° 24' 49" East 34.83 feet to the easterly line of said Parcel C; thence along said line South 34° 13' 03" East 11.45 feet to the POINT OF BEGINNING, containing 596 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 grid north as shown on that particular Record of Survey filed in Book 31 of Surveys at Page 87 official records said county and state. All distances shown are grid distances. Divide distances by 0.99982 to obtain ground distances.

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



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

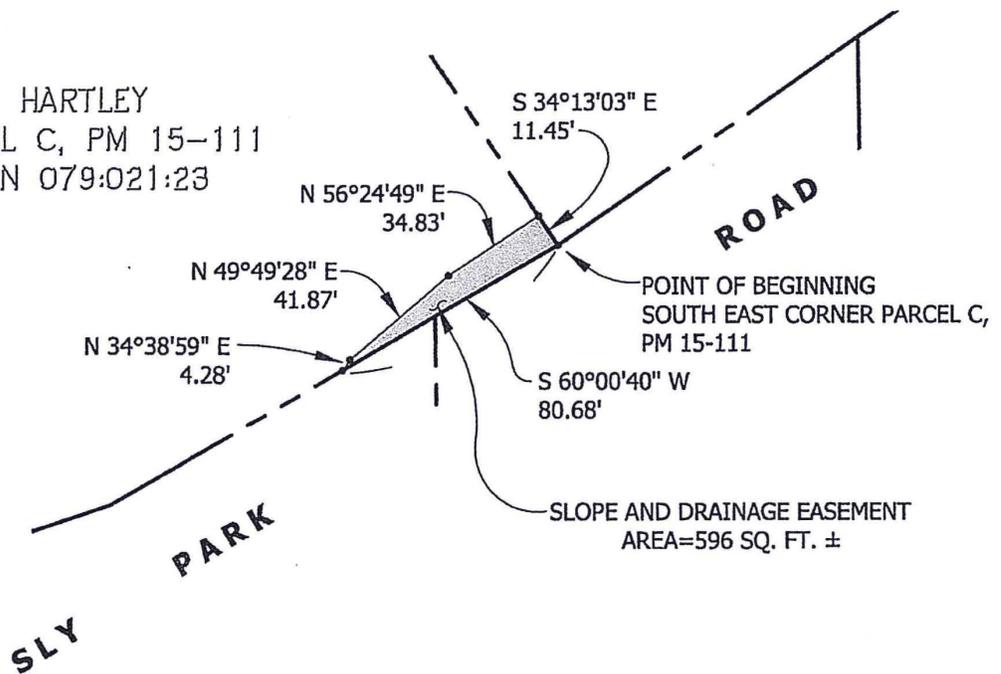


Dated: 12.06.2012

# EXHIBIT 'B'

Situate in the South One-Half of Section 27, T. 10 N., R. 12 E., M.D.M.  
County of El Dorado, State of California

HARTLEY  
PARCEL C, PM 15-111  
APN 079:021:23



Grid North  
Scale 1"=50'

1 OF 1

WHEN RECORDED, RETURN TO:

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

APN: 079-021-23

**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant of Slope and Drainage Easement dated \_\_\_\_\_, 2015 from **KENNETH E. HARTLEY and AMY HARTLEY, husband and wife, as Joint Tenants**, 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 \_\_\_\_\_, 2015.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk