

Sellers: Abel
APN: 051-250-61 & -65
Project #: 72375
Escrow #: P-168908

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 **Laurence E. Abel and Jacqueline Abel, Trustees of the Laurence E. and Jacqueline Abel Family Trust dated October 8, 2009, as to APN 051-250-61 (formerly 051-250-46) and Laurence E. Abel and Jacqueline Abel, Trustees or their successor in trust, under the 2009 Abel Disclaimer Trust dated October 8, 2009 and any amendments thereto, as to APN 051-250-65 (formerly 051-250-12)** referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own those certain real properties located in an unincorporated area of the County of El Dorado, California, legal descriptions of which are attached hereto as Exhibit A (the "Property").
- B. Sellers desire to sell and County desires to acquire for public purposes, a portion of APN 051-250-61, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, and a Public Utilities Easement as described and depicted in Exhibit C and the exhibits thereto; and from APN 051-250-65, a Slope and Drainage Easement as described and depicted in Exhibit D and the exhibits thereto, and a Public Utilities Easement as described and depicted in Exhibit E 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.

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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 Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, and E and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$160 for the fee title, \$24,081 for the Slope and Drainage & Public Utility Easement, \$37,401 for the Slope and Drainage Easement, \$1,294 for the Public Utility Easement, for a total amount of \$62,936.00 **rounded to \$63,000.00 (sixty-three thousand 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. P-168908 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 Easements from Sellers to County for the Acquisition Properties. Sellers and County agree to deposit in escrow all instruments,

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documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than December 31, 2017, 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
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easements.
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall by Grant Deed and Easements 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.P-168908 , if any; and
- C. Exceptions 1, 2, and 17,18 paid current and subject to items 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33

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as listed in said preliminary title report dated 11/21/2016.

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.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge that County will use federal/state/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 all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed and Easements being conveyed by Sellers, and as shown in Exhibit B, C, D, and E 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,

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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 deeds.

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

9. 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

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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.

10. 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, 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.

11. NO ENVIRONMENTAL VIOLATIONS

Sellers represent that, to the best of Sellers' 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.

12. 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

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and incidental to the construction of improvements Diamond Springs Parkway SR 49 Realignment Project CIP No. 72375 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.

13. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

14. 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.

15. 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.

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

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- A. Sellers shall execute and deliver to Escrow Holder the Grant Deeds 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 and Easement Deeds.
- C. Escrow Holder shall:
- (i) Record the Grant Deed and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B, C, D, and E 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.

17. 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.

18. 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.

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19. 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:

SELLERS: Larry and Jacqueline Abel
5189 Abel 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
CDA, Transportation Division
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

20. 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.

21. GOVERNING LAW

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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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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' remaining property:

A. 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

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within the new right of way limits.

B. County or County's contractor or authorized agent will remove existing fencing and replace with new fencing of a like-kind material at approximately 6 inches inside new property and easement lines/limits as shown in Exhibit F. Fencing that is removed will be left at the site for the seller.

C. County or County's contractor or authorized agent will replace the existing gate at the intersection of the driveway and Lime Kiln Road as shown in Exhibit F.

D. County or County's contractor or authorized agent will extend the existing sewer line at the existing corner of Lime Kiln Road and State Route (Highway) 49 to the Sellers property inside of the proposed easement line as shown on Exhibit F.

E. County or County's contractor or authorized agent will relocate the existing paved driveway with a new paved driveway as shown on Exhibit F. The new driveway will be approximately 14 feet wide by approximately 415 feet long. It will be paved with 3/4 inch asphalt, 4 inches thick and on 10 inches of base rock.

F. County or County's contractor or authorized agent will identify and mark both parcel boundaries (property corners) and provide a map/exhibit to the Sellers after construction of the Project is complete.

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

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relocated, or reconstructed by County, shall be left in as good a condition as found. Sellers understand and agree that after completion of the work described, said facilities, except utility facilities, will be considered Sellers' sole property and Sellers will be responsible for their maintenance and repair.

27. 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 051-250-61 & -65) where necessary, to perform the work as described in Section 26 of this Agreement.

28. 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.

29. 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.

30. 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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SELLERS: Laurence E. Abel and Jacqueline Abel, Trustees of the Laurence E. and Jacqueline Abel Family Trust dated October 8, 2009, as to APN 051-250-61 and Laurence E. Abel and Jacqueline Abel, Trustees or their successor in trust, under the 2009 Abel Disclaimer Trust dated October 8, 2009 and any amendments thereto, as to APN 051-250-65

Date: 3/30/17 By: Laurence E. Abel Trustee
Laurence E. Abel, Trustee

Date: 3-30-2017 By: Jacqueline Abel Trustee
Jacqueline Abel, Trustee

COUNTY OF EL DORADO:

Date: _____ By: _____, Chair
Board of Supervisors

ATTEST:
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, described as follows:

PARCEL ONE

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 23, 1998 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 46 OF PARCEL MAPS, AT PAGE 95.

EXCEPTING THERE FROM, THOSE PORTIONS CONVEYED TO THE COUNTY OF EL DORADO BY INSTRUMENTS RECORDED OCTOBER 6, 2016, INSTRUMENT NO. 2016-47812 AND 2016-47813, OFFICIAL RECORDS.

ASSESSOR PARCEL NO.:051-250-46-100

PARCEL TWO

PORTION OF THE SOUTH ONE-HALF OF LOT 5 OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL B AS SAID PARCEL B IS SHOWN ON THE PARCEL MAP FILED FOR RECORD SEPTEMBER 18, 1979, IN BOOK 25 OF PARCEL MAPS AT PAGE 46, RECORDS OF EL DORADO COUNTY; THENCE ON AND ALONG THE WESTERLY BOUNDARIES OF PARCELS B, C AND D, SOUTH 7° 44'47" EAST, 137.99 FEET; SOUTH 1° 39'22" EAST 153.59 FEET; SOUTH 1° 46'02" EAST 299.91 FEET; SOUTH 3° 04'33" WEST, 283.48 FEET; AND SOUTH 12° 32'14" WEST 77.70 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL D; THENCE ON AND ALONG THE NORTHWESTERLY BOUNDARY OF THE PARCEL DESCRIBED IN THE DEED TO MILO JOE MARTINOVICH, ET UX, RECORDED FEBRUARY 2, 1945, IN BOOK 214 PAGE 180, OFFICIAL RECORDS, SOUTH 17° 55'14" WEST, 133.44 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE ON AND ALONG SAID SOUTH SECTION LINE SOUTH 89° 50'25" WEST 43.15 FEET TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN THE DEED TO FRANK DEBENNING, ET UX RECORDED OCTOBER 17, 1974, IN BOOK 1290 PAGE 628 OF OFFICIAL RECORDS; THENCE ON AND ALONG THE EXTERIOR BOUNDARIES OF SAID DEBENNING PARCEL, NORTH 17° 49'25" EAST, 136.64 FEET; NORTH 26° 09'35" WEST 52.12 FEET; SOUTH 76° 30'25" WEST, 102.70 FEET; AND SOUTH 66° 38'25" WEST 34 FEET TO THE NORTHWEST CORNER OF SAID DEBENNING PARCEL; THENCE ON AND ALONG THE EXTERIOR BOUNDARY LINES OF THE PARCEL DESCRIBED IN THE DEED TO GARY E. WAKEFIELD RECORDED FEBRUARY 23, 1978, IN BOOK 1601 AT PAGE 34 OF OFFICIAL RECORDS SOUTH 66° 38'25" WEST 79.49 FEET; THENCE SOUTH 65° 53'25" WEST 243.83 FEET, AND THENCE SOUTH 35° 53'00" WEST 11.67 FEET TO THE SOUTHWEST CORNER OF SAID WAKEFIELD PARCEL LOCATED ON SAID SOUTH LINE OF SECTION 19; THENCE ON AND ALONG SAID SOUTH SECTION LINE SOUTH 89° 50'25" WEST 84.14 FEET; THENCE LEAVING SAID SECTION LINE NORTH 31° 49'59" EAST 55.82 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE PARCEL DESCRIBED AS PARCEL NO. 2 OF THE QUITCLAIM DEED BY LAURANCE ABEL, ET UX, TO BASIC MINERALS INC., RECORDED FEBRUARY 25, 1980 IN BOOK 1853 PAGE 569, OFFICIAL RECORDS. THENCE ON AND ALONG THE EXTERIOR BOUNDARY LINE OF SAID PARCEL 2, NORTH 69° 38'06" EAST 73 FEET; NORTH 47° 09'54" WEST 180 FEET; AND NORTH 52° 10'47" WEST 336.62 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; SAID NORTHEAST CORNER BEING ON AN EXTERIOR BOUNDARY LINE OF THE PARCEL DESCRIBED AS PARCEL NO. 1 IN THE DEED BY BASIC MINERALS INC., TO MAXIM DEVELOPMENT CO., RECORDED FEBRUARY 26, 1980, IN BOOK 1853 PAGE 591, OFFICIAL RECORDS; THENCE ON AND ALONG THE EXTERIOR BOUNDARY LINES OF SAID PARCEL NO. 1, NORTH 65° 43'06" EAST

109.92 FEET; NORTH 17° 52'00" WEST 41 FEET; NORTH 61° 07'42" EAST 215.67 FEET; NORTH 84° 22'56" EAST 99 FEET; NORTH 37° 22'56" EAST 35 FEET, AND NORTH 27° 48'24" WEST 258.33 FEET TO THE SOUTHEAST CORNER OF PARCEL 9 AS SAID PARCEL 9 IS DELINEATED ON THE PARCEL MAP FILED FOR RECORD ON NOVEMBER 5, 1978, IN BOOK 22 OF PARCEL MAPS AT PAGE 28, RECORDS OF EL DORADO COUNTY, THENCE ON AND ALONG THE EXTERIOR BOUNDARY LINES OF PARCEL 9, 10 AND 11 OF SAID PARCEL MAP FILED FOR RECORD IN BOOK 22 OF PARCEL MAPS AT PAGE 28, NORTH 15° 04'30" WEST 80.58 FEET; NORTH 26° 03'58" EAST 57.32 FEET; NORTH 64° 59'48" EAST 69.57 FEET; AND SOUTH 85° 39'06" EAST 261.45 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 11 LOCATED ON THE WEST LINE OF THE FEE PARCEL OF REAL PROPERTY DESCRIBED ON PAGE 4 OF THE DECREE OF DISTRIBUTION IN THE MATTER OF THE ESTATE OF CLEMENT H. MERCIER, DECEASED, RECORDED MARCH 31, 1977, IN BOOK 1485 PAGE 41 OF OFFICIAL RECORDS; THENCE ON AND ALONG THE EXTERIOR BOUNDARIES OF SAID FEE PARCEL DESCRIBED ON SAID PAGE 4; SOUTH 4° 11'00" EAST 136.75 FEET; THENCE CONTINUING SOUTH 4° 11'00" EAST 15.15 FEET; AND NORTH 50° 52'05" EAST 346.91 FEET TO THE POINT OF BEGINNING.

THE HEREIN BEFORE DESCRIBED PARCEL IS DELINEATED ON THE RECORD OF SURVEY FILED FOR RECORD JULY 30, 1980, IN BOOK 8 AT PAGE 85 OF RECORDS OF SURVEYS, RECORDS OF EL DORADO COUNTY.

EXCEPTING THEREFROM ANY REAL PROPERTY CONVEYED TO BASIC MINERALS INC., BY VIRTUE OF THE QUITCLAIM DEED RECORDED FEBRUARY 25, 1980, IN BOOK 1853 PAGE 569, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THOSE PORTIONS CONVEYED TO THE COUNTY OF EL DORADO BY INSTRUMENTS RECORDED OCTOBER 6, 2016, IN INSTRUMENT NO.'S 2016-47815, 2016-47816 AND 2016-47817, OFFICIAL RECORDS.

ASSESSOR PARCEL NO.:051-250-12-100