

Seller: CARTER
 APN: 317-040-86
 Project#: 73360
 Escrow#: 205-15195

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 **SARAH CARTER, A SINGLE WOMAN**, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in an unincorporated area of 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 Right of Way Easement, as described and depicted in Exhibit B, and the exhibits thereto, which is 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 is attached hereto and hereby incorporated by reference and made a part hereof.

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2. JUST COMPENSATION

The just compensation for the Easement is in the amount of \$668.00 (Six Hundred Sixty Eight Dollars) and an Administrative Settlement in the amount of \$1254.74 (Twelve Hundred Fifty Four Dollars and 74/100), for a combined total of \$1,922.74, rounded to a **total just compensation amount of \$1,950.00 (One Thousand Nine Hundred Fifty Dollars, exactly).**

3. ESCROW

The acquisition of the Easement shall be consummated by means of **Escrow No. 205-15195** for **APN 317-040-86** 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 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 **August 31, 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

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- 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

Seller 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.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges 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 of Right of Way Easement 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

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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 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 authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements **Cold Springs Road Realignment Project, CIP No. 77360**, inclusive of the right to remove and dispose of any 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.

9. 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.

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10. 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.

11. REAL ESTATE BROKER

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

12. 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 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.

13. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified,

Seller 

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altered, or changed except in writing, signed by County and Seller.

14. 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.

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 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: Sarah Carter
P.O. Box 2395
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

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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.

20. 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.

21. LEASE WARRANTY PROVISION

Seller warrants that there are no oral or written leases on all or any portion of the Property

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exceeding a period of one month.

22. CONSTRUCTION CONTRACT WORK

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:

- A. County of 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. Any trees that are 4 inches in diameter or greater will be removed, cut and placed within the new property line for Seller to use as firewood.
- B. County of County's contractor or authorized agent will remove existing fence and replace with new fencing of like-kind material at approximately 6 inches inside new property line, where applicable.

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 fencing, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Seller understands and agrees that after completion of the work described, said fencing will be considered Seller's sole property and Seller will be responsible for its maintenance and repair.

23. 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 317-040-86) where necessary, to perform the work as described in Section 22 of this Agreement.

Seller SC

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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.

SELLER: SARAH CARTER, A SINGLE WOMAN

Date: 5/18/15

By: 
Sarah Carter

COUNTY OF EL DORADO:

Date: 6-2-15

By: 
Brian K. Veerkamp, Chair
Board of Supervisors


Seller 

Seller: CARTER
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ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Seller 

Order No. 205-15195
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:

PARCEL ONE:

LOT 1 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 INCH CAPPED IRON PIPE STAMPED "L.S. 4117-1986" IN THE SOUTH LINE OF SAID SECTION 33, MARKING THE NORTHEAST CORNER OF LOT 2 OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS NORTH 87 DEG 43' 17" WEST 293.71 FEET; THENCE FROM SAID POINT OF BEGINNING AND EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 33, SOUTH 87 DEG 43' 17" EAST 828.34 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED "RCE 20462-2003"; THENCE LEAVING SAID SOUTH LINE OF SAID SECTION 33, NORTH 17 DEG 54' 28" WEST 157.46 FEET TO A 1 INCH PIPE WITH A 2-1/2 INCH METAL DISK STAMPED "LS 1820-1949" AND "GASTALDI-N17 DEG 56' W 14.4'-W.C. TO CORNER VEERKAMP"; THENCE CONTINUING NORTH 17 DEG 54' 28" WEST 14.52 FEET TO THE CENTERLINE OF COLD SPRINGS ROAD; THENCE WESTERLY ALONG SAID CENTERLINE OF SAID COLD SPRINGS ROAD THE FOLLOWING TWO (2) COURSES: (1) NORTH 80 DEG 27' 23" WEST 463.63 FEET AND (2) NORTH 74 DEG 11' 23" WEST 144.64 FEET; THENCE LEAVING SAID CENTERLINE OF SAID COLD SPRINGS ROAD, SOUTH 34 DEG 47' 07" WEST 25.07 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED "RCE 20462-2003"; THENCE CONTINUING SOUTH 34 DEG 47' 07" WEST 116.86 FEET TO A SIMILAR PIPE; THENCE SOUTH 36 DEG 45' 52" WEST 162.81 FEET TO THE POINT OF BEGINNING.

A.P.N. 317-040-86-100

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

APN 317-040-86

Sarah Carter

#73360 – Cold Springs Rd Realignment

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

Above section for Recorder's use

GRANT OF RIGHT OF WAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SARAH CARTER, A SINGLE WOMAN**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a right of way easement 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.

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

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 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 its name on this _____ day of _____, 20__.

GRANTOR: SARAH CARTER, A SINGLE WOMAN

Sarah Carter

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in Section 4, 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 2011-0023245, official records said county and state more particularly described as follows:

Beginning at the northeast corner of said parcel; thence from said POINT OF BEGINNING along the easterly line of said parcel South 02° 19' 27" East 68.89 feet; thence leaving said line North 57° 29' 44" West 131.43 feet to the northerly line of said parcel; thence along said line South 89° 02' 59" East 108.06 feet to the POINT OF BEGINNING, containing 3716 square feet or 0.09 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 grid north. All distances shown are grid distances. Divide distances by 0.999859 to obtain ground distances.

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



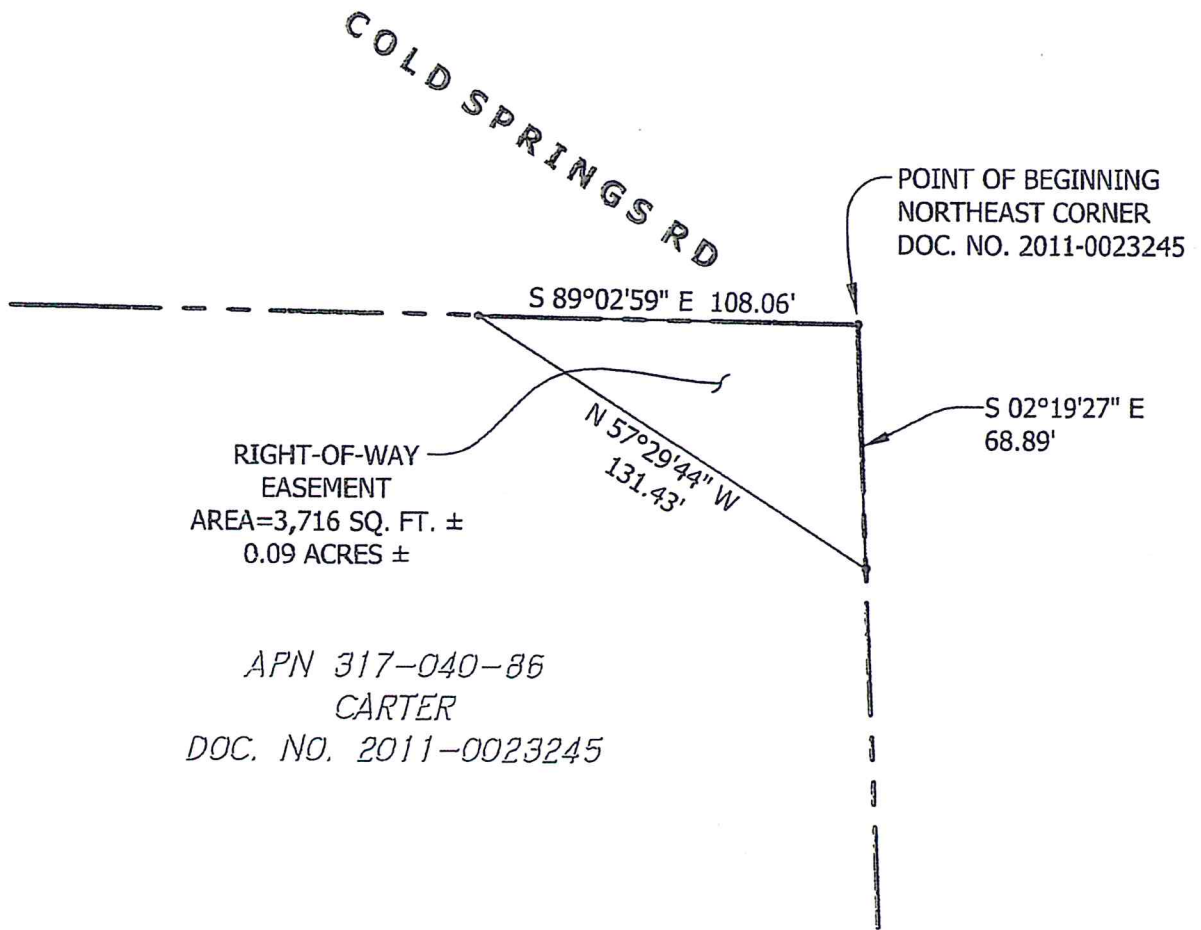
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
Transportation Division
El Dorado County



Dated: 06-20-2013

EXHIBIT 'B'

Situate in Section 4, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



APN 317-040-86
CARTER
DOC. NO. 2011-0023245



Grid North
Scale 1"=50'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

APN 317-040-86
Sarah Carter
#73360 – Cold Springs Rd Realignment

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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

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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 its name on this _____ day of _____, 20__.

GRANTOR: SARAH CARTER, A SINGLE WOMAN



Sarah Carter

(All signatures must be acknowledged by a Notary Public)

Exhibit 'A'

All that certain real property situate in Section 4, 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 2011-0023245, official records said county and state more particularly described as follows:

Beginning at the northeast corner of said parcel; thence from said POINT OF BEGINNING along the easterly line of said parcel South 02° 19' 27" East 68.89 feet; thence leaving said line North 57° 29' 44" West 131.43 feet to the northerly line of said parcel; thence along said line South 89° 02' 59" East 108.06 feet to the POINT OF BEGINNING, containing 3716 square feet or 0.09 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

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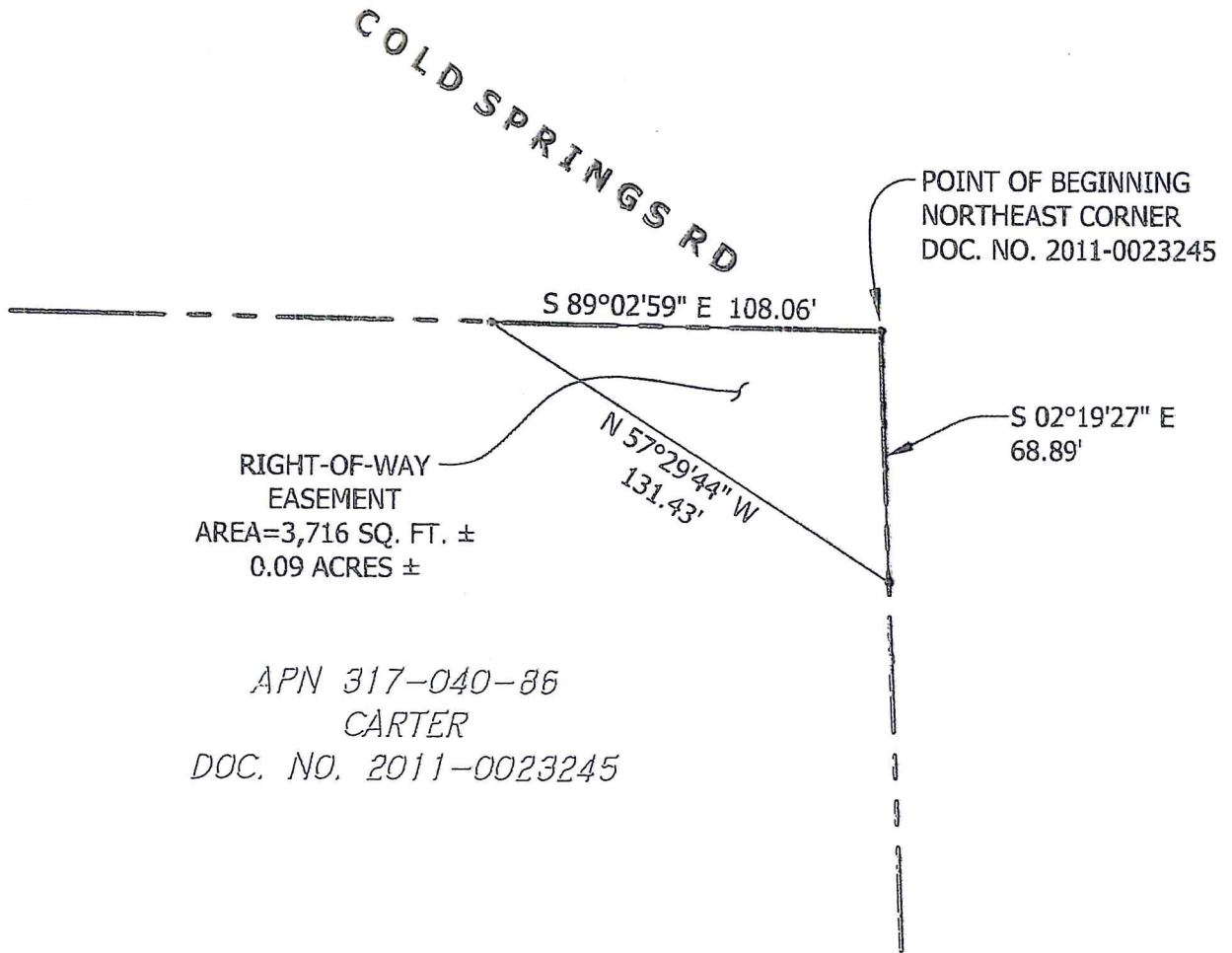
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
Transportation Division
El Dorado County



Dated: 06.20.2013

EXHIBIT 'B'

Situate in Section 4, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



APN 317-040-86
CARTER
DOC. NO. 2011-0023245



Grid North
Scale 1"=50'

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF El Dorado }

On 5/18/2015 before me, Jeannette Lyon Notary
Public, Date (here insert name and title of the officer)

personally appeared Sarah Carter

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.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant of Right of Way Easement Number of Pages: 4

Document Date: 5/18/2015 Other: —

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

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

Sarah Carter
APN: 317-040-86
#73360–Cold Springs Rd Realignment

CERTIFICATE OF ACCEPTANCE


This is to certify that the interest in real property conveyed by the Right of Way Easement dated _____, 20__, from **SARAH CARTER, A SINGLE WOMAN**, 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.

APN: 317-040-86

Dated this 2nd day of June, 2015.

COUNTY OF EL DORADO

By:



Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By:



Deputy Clerk