

Sellers: Elliott Revocable Trust  
APN: 331-331-27  
Project#: 73320  
Escrow#: 205-15832

## 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 **LLOYD EARL ELLIOTT JR. AND IRENE ELLIOTT, TRUSTEES OF THE ELLIOTT REVOCABLE TRUST DATED OCTOBER 21, 2009** 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 Temporary Construction Easement, as described and depicted in Exhibit B, and the exhibits 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 \$792.00, rounded **\$1,000.00 (One Thousand-Dollars, exactly)**, which represents the total amount of compensation to the Sellers.

Sellers and County hereby acknowledge that the fair market value of the Easement is \$1,000.00.

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### **3. ESCROW**

The acquisition of the Easement shall be consummated by means of Escrow No. 205-15832 for APN 331-331-27, which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd. #502, El Dorado Hills, CA 95762; Attention: Becky Slak. 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 August 30, 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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. Fees associated with removal of Easement from title at expiration of TCE; and
- F. All costs of executing and delivering the Easements; and
- G. All costs of any partial reconveyances of deeds of trust, if any.

### **5. TITLE**

Sellers shall, by Grant of Temporary Construction Easement, grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its

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intended purpose, as outlined herein.

**6. 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.

**7. 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 to the Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (Project), 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, from said date.

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**8. 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.

**9. REAL ESTATE BROKER**

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

**10. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Sellers 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 Sellers.

**11. 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.

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**12. 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.

**13. 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:** Lloyd Earl Elliott, Jr. and Irene Elliott  
3044 Dos Vistas Drive  
Shingle Springs, CA 95682

**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

**14. 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

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Agreement.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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, tree limbs, shrubs or landscape improvements in conflict with the proposed road improvements to

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be constructed.

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.

**21. 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.

**22. 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: LLOYD EARL ELLIOTT JR. AND IRENE ELLIOTT, TRUSTEES OF THE  
ELLIOTT REVOCABLE TRUST DATED OCTOBER 21, 2009**

Date: 4/5/13

By: Lloyd Earl Elliott Jr., Trustee  
of the Elliott Revocable Trust  
Dated October 21, 2009  
Lloyd Earl Elliott Jr., Trustee  
Of the Elliott Revocable Trust  
Dated October 21, 2009

Date: 6/5/13

By: Irene Elliott, Trustee  
of the Elliott Revocable Trust  
Dated October 21, 2009  
Irene Elliott, Trustee  
Of the Elliott Revocable Trust  
Dated October 21, 2009

**COUNTY OF EL DORADO:**

Date: 5-21-13

By: [Signature]  
Ron Briggs, Chair  
Board of Supervisors

ATTEST:

James S. Mitrison

Clerk of the Board of Supervisors

By: [Signature]  
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:

**PARCEL ONE:**

LOT 197, AS SHOWN ON THAT CERTAIN MAP ENTITLED "DEER PARK UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 13, 1964, IN MAP BOOK "D" AT PAGE 30.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:  
BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 197; THENCE FROM SAID POINT OF BEGINNING SOUTH 41 DEG 40' 54" WEST ALONG THE SOUTHEAST LINE OF SAID LOT 197, 83.69 FEET; THENCE NORTH 0 DEG 08' 47" EAST 74.76 FEET TO THE NORTH LINE OF SAID LOT 197; THENCE SOUTH 77 DEG 32' 20" EAST ALONG SAID NORTH LINE 56.80 FEET TO THE POINT OF BEGINNING.

**PARCEL TWO:**

ALL THAT PORTION OF LOT 196, AS SHOWN ON THAT CERTAIN MAP OF "DEER PARK UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 13, 1964 IN MAP BOOK "D" AT PAGE 30, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 196; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 41 DEG 40' 54" WEST ALONG THE NORTHWEST LINE OF SAID LOT 196, 83.69 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING SOUTH 41 DEG 40' 54" WEST, CONTINUING ALONG SAID NORTHWEST LINE, 90.11 FEET TO THE NORTH LINE OF PATTERSON DRIVE, AS DESIGNATED ON SAID MAP; THENCE EASTERLY ALONG SAID PATTERSON DRIVE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 770 FEET, THE CHORD OF WHICH BEARS SOUTH 87 DEG 14' 16" EAST, 59.81 FEET, TO A POINT WHICH BEARS SOUTH 0 DEG 08' 52" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 0 DEG 08' 52" EAST 70.18 FEET TO THE POINT OF BEGINNING.

A.P.N. 331-331-27-100

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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

**APN: 331-331-27**

Project: Pleasant Valley Road (State Route 49)/  
Patterson Drive Intersection Signalization Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**TEMPORARY CONSTRUCTION EASEMENT**

**LLOYD EARL ELLIOTT JR. AND IRENE ELLIOTT, TRUSTEES OF THE ELLIOTT REVOCABLE TRUST DATED OCTOBER 21, 2009**, 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 "A" and "B" 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 \$1,000.00 (ONE THOUSAND DOLLARS EXACTLY) 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 A and depicted on the map in Exhibit B 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 **Pleasant Valley Road (State Route 49)/Patterson Drive Intersection Signalization Project #73320 (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

EXHIBIT "B"

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 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 one-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 \$41.66 (Forty-one dollars and Sixty-six cents, 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.

**GRANTOR: LLOYD EARL ELLIOTT JR. AND IRENE ELLIOTT, TRUSTEES OF THE ELLIOTT REVOCABLE TRUST DATED OCTOBER 21, 2009**

Executed on: \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Lloyd Earl Elliott Jr., Trustee  
Of the Elliott Revocable Trust  
Dated October 21, 2009

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

\_\_\_\_\_  
Irene Elliott, Trustee  
Of the Elliott Revocable Trust  
Dated October 21, 2009

(A Notary Public Must Acknowledge All Signatures)

## Exhibit 'A'

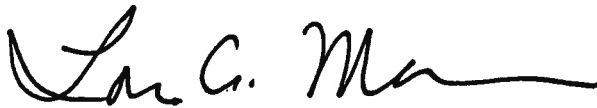
All that certain real property situate in the Southwest One-Quarter of Section 25, Township 10 North, Range 10 East, M.D.M., El Dorado County, State of California, being a portion parcel one of that particular document number 2010-0019065 official records said county and state more particularly described as follows:

Beginning at the southwest corner of Lot 197 of that particular Subdivision Map filed in Book D of Subdivisions at Page 30, official records said county and state; thence from said POINT OF BEGINNING along the northerly line of said Lot 197 North  $81^{\circ} 00' 38''$  East 32.37 feet; thence leaving said line South  $66^{\circ} 05' 40''$  East 156.00 feet to the southerly line of said Lot 197 and the beginning of non-tangent curve to the right having a radius of 769.89 feet; thence along said southerly line and said curve through a central angle of  $13^{\circ} 43' 40''$  an arc length of 184.46 feet, said curve being subtended by a chord which bears North  $71^{\circ} 34' 04''$  West 184.02 feet to the POINT OF BEGINNING, containing 2053 square feet or 0.05 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 CCS Zone 2 NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999860 to obtain ground distances.

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



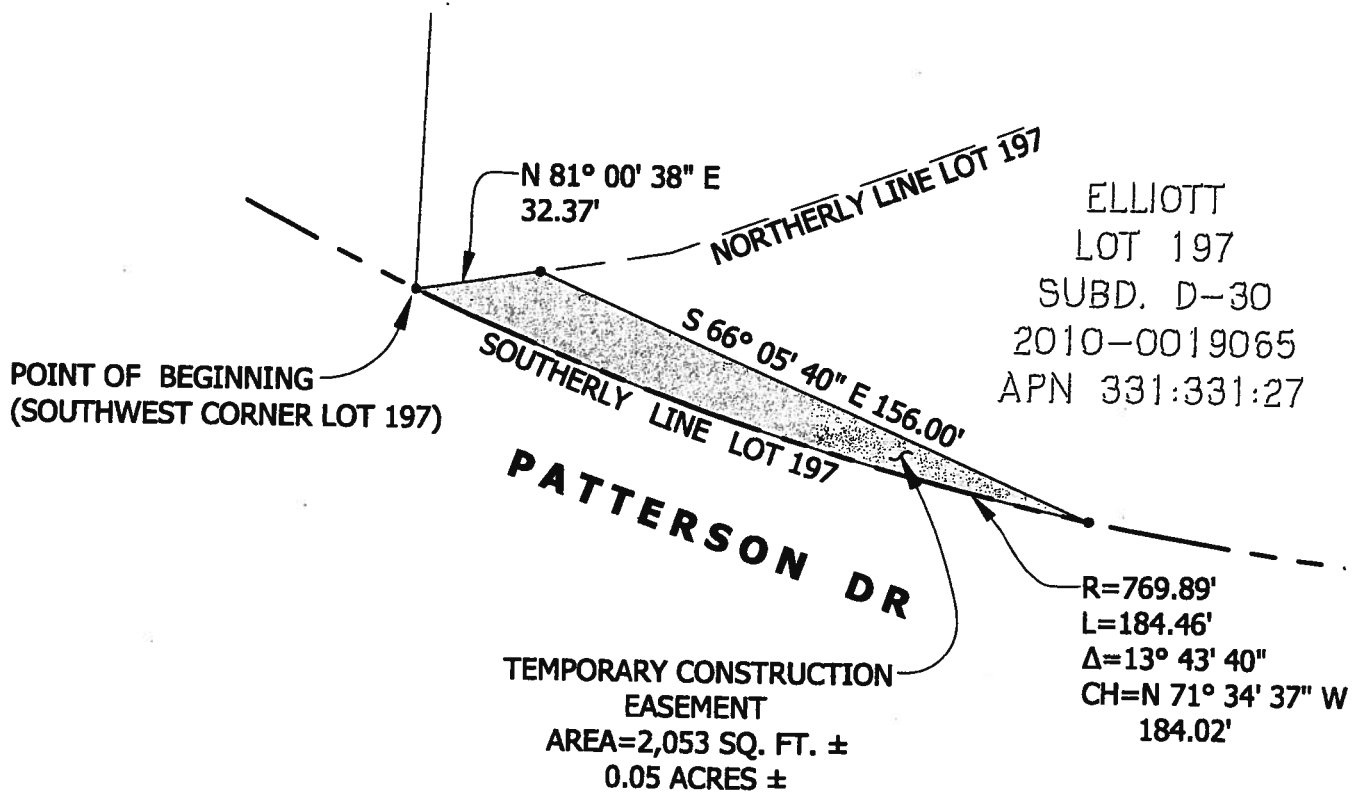
Loren A. Massaro P.L.S. 8117  
Associate Land Surveyor  
El Dorado County  
Department of Transportation



Dated: 05.01.2013

# EXHIBIT 'B'

Situate in the Southwest One-Quarter of Section 25, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California



Grid North  
Scale 1"=50'

CO.	RTE.	P.M.
ED	49	10.51/10.78