

**Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319**

EASEMENT ACQUISITION AGREEMENT

This Easement Acquisition Agreement ("Agreement") is made by and between **THE COUNTY OF EL DORADO**, a political subdivision of the State of California ("County") and **CASS B. AMACKER, SR. AND VIRGINIA H. AMACKER, HUSBAND AND WIFE, AS JOINT TENANTS**, ("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 interests in the Property, as a Roadway Easement described and depicted in Exhibit B and the exhibits thereto; a Multi-Use Trail Easement described and depicted in Exhibit C and the exhibits thereto; a Drainage Easement described and depicted in Exhibit D and the exhibits thereto; and a Temporary Construction Easement described and depicted in Exhibit E and the exhibits thereto all of which are attached hereto and referred to hereinafter as "the Easements", 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 Easements, as described and depicted in the attached Exhibits B , C, D and E, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

Seller's Initials 

2. JUST COMPENSATION

The total Just Compensation for the Easements shall be \$48,510.00 (Forty-eight thousand Five-hundred and ten dollars, exactly), the "Fair Market Value". County shall pay the Fair Market Value in cash or other immediately available funds at Close of Escrow (as such term is hereinafter defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW

The purchase and sale of the Easements shall be consummated by means of Escrow No. 203-7319 which has been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Deb Landerkin, ("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 of Road Easement, the Grant of Multi-Use Trail Easement, the Grant of Drainage Easement and the Grant of Temporary Construction Easement from Sellers to County, which shall occur on or before October 30, 2013, or such other date as the parties hereto shall mutually agree in writing.

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 Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE.

Sellers shall by Grant of Roadway Easement, the Grant of Multi-Use Trail Easement, the Grant of Drainage Easement and the Grant of Temporary Construction Easement, grant to County the Easements, free and clear of all title defects, liens, and encumbrances, that would render the Easements unsuitable for their 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 Easements.

7. WAIVER OF AND RELEASE OF CLAIMS.

This Agreement is full consideration for all claims and damage that Sellers may have relating to the Project for which the Easements are conveyed and purchased and Sellers hereby waives any and all claims of Sellers relating to Project that may exist on the date of this Agreement.

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 Easements as described in Exhibits B, C, D and E, by 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 Sawmill 2B Bike Path and Erosion Control Project #95192,

**Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319**

inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by the Sellers and County. The amount of 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. CONSTRUCTION CONTRACT WORK. County will be performing construction work on Sellers's property as generally authorized in the documents entitled Sawmill 2B Bike Path and Erosion Control Project #95192 and generally include the following items of work:

- (i) County or County contractor or authorized agent will remove any trees, stumps, shrubs, or landscape improvements in conflict with the proposed improvements to be constructed. Any trees 6 inches in diameter at breast height or greater will be removed and placed within property line for Sellers' use.
- (ii) County or County contractor or authorized agent will construct drainage improvements which may include but are not limited to a drainage pipe, rock energy dissipator and re-vegetation within the drainage easement area.
- (iii) County or County contractor or authorized agent will construct a Class I bicycle and pedestrian path and re-vegetation within the multi-use trail easement area.
- (iv) County or County contractor or authorized agent will construct approximately 1,000 linear feet of 6 foot tall galvanized chain link fence with privacy slats adjacent to the new bike path.
- (v) County or County contractor or authorized agent will reconstruct to County standards, the existing paved driveway area up to the limits of the multi-use trail easement.

All work done under this Agreement shall conform to said plans and any approved changes thereto, and 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, including galvanized chain link fencing, or other facilities, when removed and relocated, or constructed or reconstructed by the County, shall be left in as good condition as found. Seller understands and agrees that after completion of the work

Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319

described, said fencing will be considered Seller's sole property and Seller will be responsible for the maintenance and repair.

10. PERMIT TO ENTER FOR CONSTRUCTION PURPOSES.

Permission is hereby granted to County or its authorized agent to enter Seller's Property, identified as Assessor's Parcel Number 033-090-12, when necessary, to perform the construction work as described in Section 9 of the Agreement.

11. TAXES

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 Property prior to Close of Escrow.

12. 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, including but not limited to the South Tahoe Public Utility District. Sellers agree to indemnify and hold County harmless from any claims arising therefrom. 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 Property prior to Close of Escrow.

13. 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.

14. REAL ESTATE BROKER.

Neither Sellers nor County has employed a broker or sales agent in connection with the purchase and sale of the Easements and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by

Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319

either party to pay any commission or other compensation to any third party in connection with this transaction.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.

A. Sellers shall execute and County shall deliver to Escrow Holder the fully executed Grants of Roadway Easement, Multi-Use Trail Easement, Drainage Easement and Temporary Construction Easement prior to the Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow funds in an amount equal to the Just Compensation plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificates of Acceptance to be attached to and recorded with the Easements.

C. Escrow Holder shall:

- (i) Record the Easement Deeds together with County's Certificates of Acceptance;
- (ii) Cause the policy of title insurance to be issued;
- (iii) Deliver the Just Compensation to Sellers minus the prorations, costs, fees and expenses to be borne by Sellers as herein provided; and

16. TIME OF THE ESSENCE.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific Time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the acquisition contemplated hereby shall be null and void.

17. 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.

**Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319**

18. 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: Cass and Virginia Amacker
1470 Sawmill Road
South Lake Tahoe, CA 96150**

**COUNTY: COUNTY OF EL DORADO
Board of Supervisors
Attention: Clerk of the Board
360 Fair Lane
Placerville, CA. 95667**

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

19. ATTORNEY'S FEES. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

20. 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.

Seller's Initials: 

**Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319**

21. 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.

22. 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.

23. HEADINGS.

The heading of the paragraphs 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.

24. 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.

25. EFFECTIVE DATE.

This Agreement shall be effective as of the last date written below.

Sellers: Amacker
APN 033-090-12
#JN95192
Escrow No. 203-7319

SELLERS: CASS B. AMACKER, SR. AND VIRGINIA H. AMACKER, HUSBAND AND WIFE, AS JOINT TENANTS

Dated: 4-26-13

Cass B. Amacker Sr.
Cass B. Amacker, SR.

Dated: 4-26-13

Virginia H. Amacker
Virginia H. Amacker

COUNTY OF EL DORADO

Date: 6-18-13

Ron Briggs
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:

ALL THAT PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 12 NORTH, RANGE 18 EAST, M.D.B.&M., PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED, A 3/4 INCH CAPPED IRON PIPE ON THE SOUTHERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 20, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A 2 INCH CAPPED IRON PIPE, BEARS NORTH 89 52' WEST 250.40 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89 52' EAST 898.75 FEET TO A SIMILAR PIPE; THENCE LEAVING SAID SOUTHERLY BOUNDARY NORTH 532.76 FEET; THENCE EAST 75.00 FEET; THENCE NORTH 353.75 FEET TO A POINT IN THE CENTERLINE OF FALLEN LEAF LAKE ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 85 46' 30" WEST 63.73 FEET; THENCE NORTH 85 20' 30" WEST 178.48 FEET; THENCE NORTH 73 35' WEST 264.55 FEET; THENCE NORTH 63 17' WEST 154.89 FEET; THENCE NORTH 43 28' 30" WEST 99.46 FEET; THENCE NORTH 29 30' 30" WEST 93.90 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 19 17' WEST 25.17 FEET TO AN IRON BAR; THENCE CONTINUING SOUTH 19 17' WEST 657.96 FEET TO A SIMILAR BAR; THENCE SOUTH 547.63 FEET TO THE POINT OF BEGINNING.
A.P.N. 033-090-12-100

Exhibit 'A'

A portion of that certain real property described in Document 2003-0100065 of Official Records, on file in the office of the El Dorado County Recorder being a portion of the Northwest one-quarter of Section 20, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of said real property lying Northeasterly of the following line:

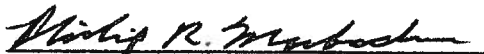
Beginning at a point on the westerly boundary of said parcel from which the Northwest corner of said Section 20 bears North 18°30'11" West 1,548.16 feet. Also from said point of beginning a three-quarter inch capped iron pipe bears North 18°01'46" East 7.81 feet. Thence leaving said boundary South 30°47'21" East 34.51 feet to the beginning of a curve concave to the northeast having a radius of 345.00 feet; thence southeasterly along said curve, through a central angle of 33°37'12" a distance of 202.44 feet, said curve being subtended by a chord which bears South 47°35'57" East 199.55 feet to the beginning of a compound curve concave to the northeast having a radius of 1,525.00 feet; thence southeasterly along said curve, through a central angle of 09°34'37" a distance of 254.90 feet, said curve being subtended by a chord which bears South 69°11'52" East 254.61 feet; thence South 73°59'10" East 42.29 feet to the beginning of a curve concave to the northeast having a radius of 825.00 feet; thence southeasterly along said curve, through a central angle of 22°35'09" a distance of 325.21 feet, said curve being subtended by a chord which bears South 85°16'45" East 323.11 feet to the easterly boundary of said parcel and the terminus of the herein described line containing 23,778 square feet more or less.

See Exhibit 'B' attached hereto and made a part here of.

-End of Description-

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.


Philip R. Mosbacher, P.L.S. 7189

3-25-11
Date



Existing APN 033-090-12

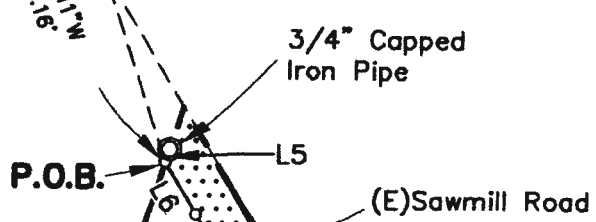
Exhibit 'B'

Situate in Northwest One-Quarter of
 Section 20, T. 12 N., R. 18 E., M.D.M.
 County of El Dorado, State of California
 Scale 1" = 100'

NW Cor.
 Sec. 20

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C8	345.00'	202.44'	33°37'12"	S47°35'57"E	199.55'
C9	1,525.00'	254.90'	09°34'37"	S69°11'52"E	254.61'

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L5	N18°01'46"E	7.81'
L6	S30°47'21"E	34.51'
L7	S73°59'10"E	42.29'



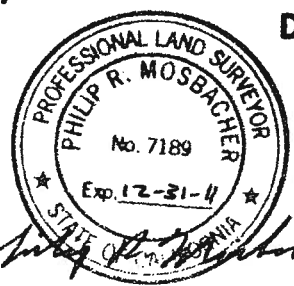
Legend

- Computation Point
- ⊙ Found Monument
- P.O.B.** Point of Beginning
- (E) Existing



Westerly Boundary of
 DOC. 2003-0100065

AMACKER
 DOC. 2003-0100065



Philip R. Mosbacher

Easement Area
 23,778 (Total) sq. ft.+/-

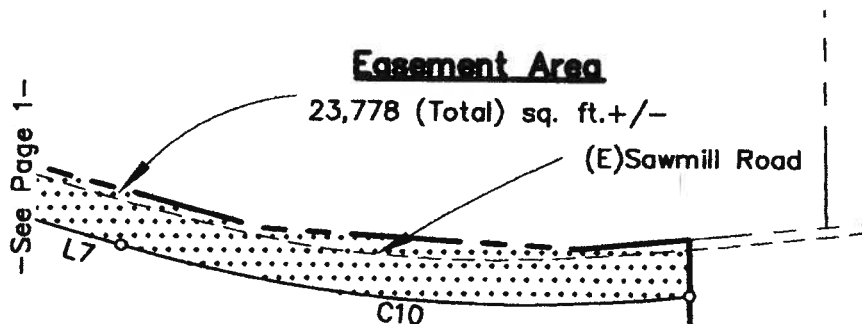
-- See Page 2 --

Exhibit 'B'

Situate in Northwest One-Quarter of
 Section 20, T. 12 N., R. 18 E., M.D.M.
 County of El Dorado, State of California
 Scale 1" = 100'

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C10	825.00'	325.21'	22°35'09"	S85°16'45"E	323.11'

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L7	S73°59'10"E	42.29'



AMACKER
DOC. 2003-0100065

Easterly Boundary of
 DOC. 2003-0100065

Legend

- o Computation Point
- (E) Existing