

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

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 Kyle Ignaitis and Colleen Nicholls, 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 the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed, as described and depicted in Exhibit B, and the exhibits thereto, and a Utility Easement as described and depicted in Exhibit C, and the exhibits thereto, a Slope and Drainage Easement as described and depicted in Exhibit D, and the exhibits thereto, and a Temporary Construction 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.

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. The terms of the Temporary Construction Easement

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

shall be the terms set forth in Exhibit E, which is attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$2,703.00 for fee title, \$1,047.00 for the Utility Easement, \$777.00 for the Slope and Drainage Easement and \$55.00 for the Temporary Construction Easement, for a total amount of \$4,582.00 rounded to \$4,600.00 (Four thousand six hundred 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. 201-39442 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, Grants of Public Utility, Slope and Drainage, and Temporary Construction Easements from Sellers to County for the Acquisition Properties. 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 July 31, 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

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

- 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, Grants of Public Utility, Slope and Drainage, Temporary Construction Easements;
and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall by Grant Deed, Grants of Public Utility, Slope and Drainage, and Temporary Construction 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.201-39442 dated February 3, 2012, if any; and
- C. Exceptions numbered 1, 2 and 3 paid current, and subject to items 4, 5, 6, 7, 8, 9, 10 and 11, as listed in said preliminary title report.

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

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

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 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 Easement Deeds 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, 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.

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deed.

8. 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 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.

9. 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 AT&T and Pacific Gas & Electric Company. 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.

10. NO ENVIRONMENTAL VIOLATIONS

Sellers represent that, to the best of Sellers's 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,

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

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.

11. 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 and incidental to the construction of improvements adjacent to Green Valley Road, 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.

12. 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.

13. 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.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Grant Deed and Grants of Easements for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

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 Deed, Grants of Public Utility, Slope and Drainage, and Temporary Construction Easements.

C. Escrow Holder shall:

- (i) Record the Grant Deed, Grants of Public Utility, Slope and Drainage, and Temporary Construction Easements 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.

15. 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.

16. 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.

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

17. 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: Kyle Ignaitis
Colleen Nicholls
7240 Green Valley Road
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
Department of Transportation
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

18. 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.

19. 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.

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

20. 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.

21. 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.

22. 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.

23. 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.

24. 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, 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

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

diameter or greater will be removed and placed within the new property line for Sellers to use as firewood.

- (ii) County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five feet past top of cut of slope, 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. Sellers understand and agree that after completion of the work, said fencing, will be considered Sellers's sole property and Sellers will be responsible for their maintenance and repair.

25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers's Property, (Assessor's Parcel Number 325-450-01) where necessary, to perform the work as described in Section 24 of this Agreement.

26. 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.

Seller: Ignaitis/Nicholls
APN: 325-450-01
Project # 77114
Escrow #: 201-39442

27. 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.

SELLERS: Kyle Ignaitis and Colleen Nicholls, Husband and Wife As Joint Tenants

Date: 2/25/13

By: 
KYLE IGNAITIS

By: 
COLLEEN NICHOLLS

COUNTY OF EL DORADO:

Date: 4-23-13

By: 
Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison

Clerk of the Board of Supervisors

By: 

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 SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT AT THE MOST NORTHERLY AND EASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, A POINT IN THE CENTERLINE OF THE BRIDGE IN THE GREEN VALLEY ROAD SPANNING WEBER CREEK, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 14, BEARS NORTH 38 DEG 53' EAST 3916.8 FEET; THENCE FROM SAID POINT OF COMMENCEMENT FOLLOWING THE THREAD OF WEBER CREEK SOUTH 54 DEG 27' EAST 229.10 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL HEREIN CONVEYED; THENCE SOUTH 89 DEG 23' WEST 269.03 FEET TO A 1 INCH IRON PIPE SET IN THE GROUND; THENCE CONTINUING SOUTH 89 DEG 23' WEST 798.50 FEET TO A POINT IN THE UPPER BANK OF THE FARMERS FREE DITCH, FROM WHICH POINT A 1 INCH IRON PIPE MARKED "MC-1", BEARS SOUTH 89 DEG 23' WEST 9.28 FEET; THENCE NORTH 2 DEG 10' EAST 153.05 FEET TO A 1 INCH IRON BAR SET IN FENCE LINE; NORTH 1 DEG 01' WEST 31.77 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF GREEN VALLEY ROAD, AS RELOCATED AND THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED; THENCE EASTERLY ALONG THE CENTERLINE OF SAID ROAD FROM POINT OF POINT AS FOLLOWS: SOUTH 82 DEG 08' 30" EAST 130.17 FEET; NORTH 85 DEG 52' EAST 60.42 FEET; NORTH 65 DEG 17' 30" EAST 166.62 FEET; NORTH 79 DEG 12' 30" EAST 50.0 FEET; SOUTH 85 DEG 49' EAST 50.0 FEET; SOUTH 61 DEG 17' EAST 337.19 FEET; SOUTH 76 DEG 53' EAST 50.0 FEET; NORTH 75 DEG 19' EAST 50.0 FEET; NORTH 41 DEG 46' EAST 50.0 FEET AND NORTH 31 DEG 13' EAST 25.25 FEET TO THE POINT OF COMMENCEMENT.

SAVING AND EXCEPTING THEREFROM ALL PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED, A POINT IN THE CENTERLINE OF THE BRIDGE IN THE GREEN VALLEY ROAD SPANNING WEBER CREEK, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 38 DEG 53' EAST 3915.8 FEET; THENCE FROM POINT OF COMMENCEMENT FOLLOWING THE THREAD OF WEBER CREEK, SOUTH 54 DEG 27' EAST 229.10 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL HEREIN CONVEYED; THENCE SOUTH 89 DEG 23' WEST 243.34 FEET TO A POINT IN THE CENTERLINE OF THE OLD COUNTY ROAD NOW ABANDONED AND THE MOST WESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, FROM WHICH POINT A 1 INCH IRON PIPE BEARS SOUTH 89 DEG 23' WEST 25.69 FEET; THENCE NORTH 2 DEG 23' EAST 44.69 FEET TO A SQUARE HEADED BOLT SET IN THE CENTERLINE OF SAID OLD COUNTY ROAD; THENCE NORTH 31 DEG 13' EAST 106.67 FEET TO THE POINT OF COMMENCEMENT.

ALSO SAVING AND EXCEPTING THEREFROM ALL MINERALS AND ALL VEINS, LODES AND LEDGES BEARING GOLD OR OTHER VALUABLE MINERALS AND ALL ORES AND MINERAL DEPOSITS LYING BENEATH THE SURFACE OF THE HEREINABOVE DESCRIBED PROPERTY, AS RESERVED IN THE DEED FROM PLACERVILLE MINING COMPANY, RECORDED SEPTEMBER 10, 1947 IN BOOK 242 OFFICIAL RECORDS AT PAGE 430.

EXHIBIT "A"
LEGAL DESCRIPTION continued

A.P.N. 325-450-01-100 (NEW)