

Sellers: Grey
APN: 071-390-05
Project#: 72306
Escrow#: 205-14077

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 **JOHN GREY AND CRISTINE W. GREY, 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 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 amount of **\$500.00 (Five-Hundred-Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Easement is \$500.00.

Seller’s Initials 

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3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 205-14077 for APN 071-390-05-10, which has been opened at Placer Title Company ("Escrow Holder"), 1959 Lake Tahoe Boulevard, South lake Tahoe, CA 95150; Attention: Deb Landerkin. 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 February 15, 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. 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 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 intended purpose, as outlined herein.

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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 Northside School Class I Bike Path - Phase 2 (SR 49) Project #72306 (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, including damages, if any, from said date.

8. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Sellers may have relating to the

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public project for which the Easement is 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.

9. AGREEMENT DECLARIN RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges 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 13, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

10. 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 071-390-05-10) where necessary to perform the replacement and/or reconstruction as described in Section 23 of this Agreement.

11. 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.

12. 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 Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

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13. 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 Seller.

14. 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 Seller.

15. 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.

16. 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

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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: John and Cristine Grey
3320 State Hwy 49
Cool, CA 95614

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

17. 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.

18. 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.

19. 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.

20. 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

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of this Agreement.

21. 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.

22. 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.

23. 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's 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 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 Sellers to use as firewood.
- B. County or County's contractor or authorized agent will remove existing fence and entry gate replaced with new fencing and entry gate of a like-kind material at approximately five feet past top of cut of slope, where applicable.
- C. Upon completion of the project, County or County's contractor or authorized agent will affix "Warning Electrified Fence" signs every 100 feet on Sellers fence in area of the Easement.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws,

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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 relocated, or reconstructed by County, shall be left in as good a condition as found.

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.

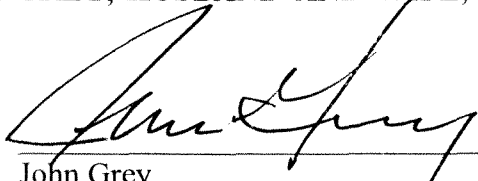
25. ENTIRE AGREEMENT

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.

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**SELLERS: JOHN GREY AND CRISTINE W. GREY, HUSBAND AND WIFE, AS JOINT
TENANTS**

Date: 9.29.12

By: 
John Grey

Date: 10-2-12

By: 
Cristine Grey

COUNTY OF EL DORADO:

Date: _____

By: _____
Chairman
Board of Supervisors

ATTEST:
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:

A PORTION OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 13 NORTH, RANGE 9 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THE PARCEL MAP, FILED AUGUST 15, 1984 IN BOOK 33 OF PARCEL MAPS AT PAGE 20, EL DORADO COUNTY RECORDS.

A.P.N. 071-390-05-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 071-390-05

Project: Northside School Class Bike Path Project

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

JOHN GREY AND CRISTINE W. GREY, HUSBAND AND WIFE AS JOINT TENANTS, 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 \$500.00 (FIVE HUNDRED DOLLARS AND NO/100) 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 **Northside School Class I Bike Path - Phase 2 (SR 49) Project #72306 (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 Completion of the Project. Included within this temporary construction easement is the right of

EXHIBIT "B"

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 \$20.83 (Twenty Dollars and Eighty-Three Cents) 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.

Executed on: _____, 2012

By: _____
John Grey

By: _____
Cristine W. Grey

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A'
(36169-1)

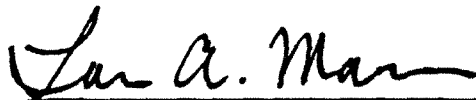
All that certain real property situate in the Southwest One-Quarter of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel A of that particular Parcel Map filed in Book 33 of Parcel Maps at Page 20, official records said county and state more particularly described as follows:

Beginning on the westerly right of way line of way line of State Highway 49, said county and state from which the northeasterly corner of said Parcel A bears North 25° 01' 07" East 48.48 feet; thence from said POINT OF BEGINNING, along said right of way South 25° 01' 07" West 58.66 feet; thence leaving said right of way North 64° 58' 53" West 40.00 feet; thence North 25° 01' 07" East 50.00 feet; thence North 64° 58' 53" West 44.00 feet; thence North 25° 01' 07" East 16.97 feet to the northerly line of said Parcel A; thence along said northerly line North 89° 27' 34" East 65.40 feet; thence leaving said northerly line South 25° 01' 07" West 36.53 feet; thence South 64° 58' 53" East 25.00 feet to the POINT OF BEGINNING. Containing 4,050 square feet 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 0.9998518 to obtain ground distances

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



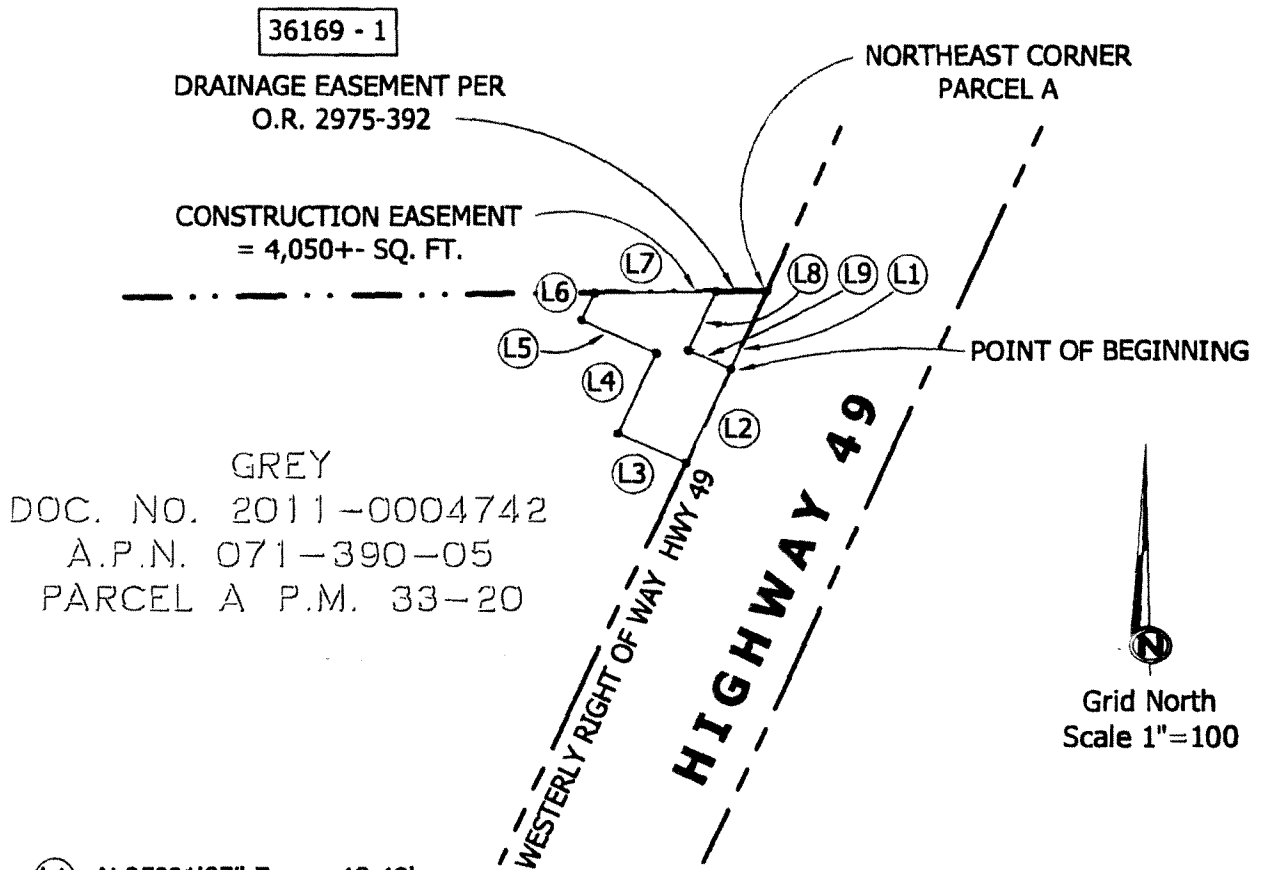
Loren A. Massaro P.L.S. 8117

Dated: 09.26.2012

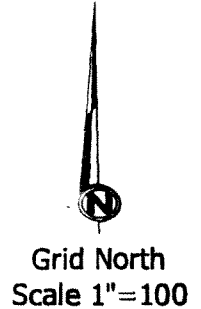


EXHIBIT 'B'

Situate in the Southwest One-Quarter of Section 19,
 Township 12 North, Range 9 East, M.D.M.
 Being a portion of Parcel A, P.M. 33-20
 El Dorado County State of California



GREY
 DOC. NO. 2011-0004742
 A.P.N. 071-390-05
 PARCEL A P.M. 33-20



- (L1) N 25°01'07" E 48.48'
- (L2) S 25°01'07" W 58.66'
- (L3) N 64°58'53" W 40.00'
- (L4) N 25°01'07" E 50.00'
- (L5) N 64°58'53" W 44.00'
- (L6) N 25°01'07" E 16.97'
- (L7) N 89°27'34" E 65.40'
- (L8) S 25°01'07" W 36.53'
- (L9) S 64°58'53" W 25.00'



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

APN: 071-390-05

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Executed on: _____, 2012

By: _____
John Grey

By: _____
Cristine W. Grey

(A Notary Public Must Acknowledge All Signatures)

Exhibit 'A'
(36169-1)

All that certain real property situate in the Southwest One-Quarter of Section 19, Township 12 North, Range 9 East, M.D.M., El Dorado County, State of California, being a portion of Parcel A of that particular Parcel Map filed in Book 33 of Parcel Maps at Page 20, official records said county and state more particularly described as follows:

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Loren A. Massaro

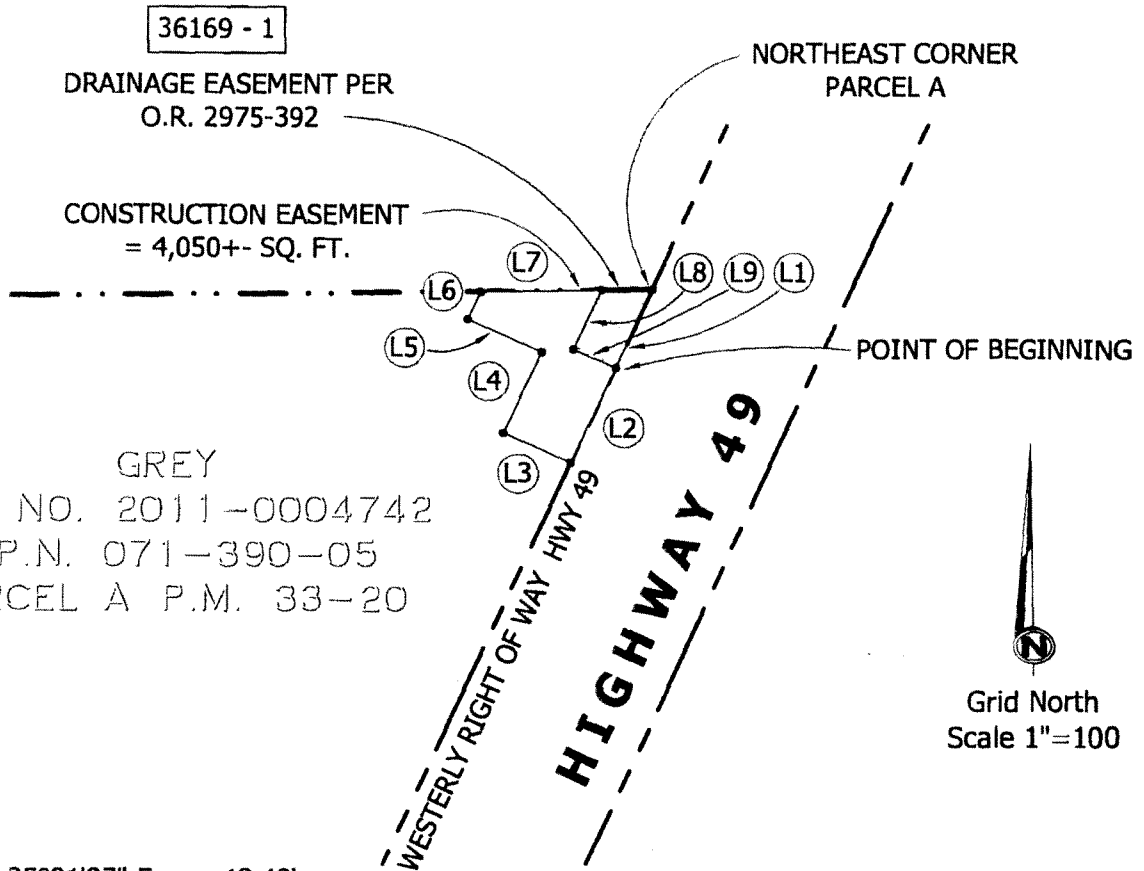
Loren A. Massaro P.L.S. 8117

Dated: 09.26.2012



EXHIBIT 'B'

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 Township 12 North, Range 9 East, M.D.M.
 Being a portion of Parcel A, P.M. 33-20
 El Dorado County State of California



- Ⓐ L1 N 25°01'07" E 48.48'
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- Ⓔ L5 N 64°58'53" W 44.00'
- Ⓕ L6 N 25°01'07" E 16.97'
- Ⓖ L7 N 89°27'34" E 65.40'
- Ⓗ L8 S 25°01'07" W 36.53'
- Ⓙ L9 S 64°58'53" W 25.00'



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 2012, from **JOHN GREY AND CRISTINE W. GREY, HUSBAND AND WIFE, AS JOINT TENANTS**, 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: 071-390-05

Dated this ____ day of _____, 2012.

COUNTY OF EL DORADO

By: _____
_____, Chair
Board of Supervisors

ATTEST:

Terri Daly,
Acting Clerk of the Board

By: _____
Deputy Clerk