

ORIGINAL

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

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 **M.H. Mohanna, a married man as his sole and separate property** 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 the County of El Dorado, California, a legal description of which is attached hereto as Exhibit 'A' (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deeds as described and depicted in Exhibits B and C and the exhibits thereto; a Public Service Easement as depicted in Exhibit D and exhibits thereto and Temporary Construction Easements as depicted in Exhibits E and F and 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:

Seller 

Seller: Mohanna
APN:119-080-23 &
119-080-12
Project #:71360
Escrow #: P-263892

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 Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, E and F and the exhibits thereto. The terms of the Temporary Construction Easements shall be the terms set forth in Exhibits E and F, which are attached hereto and hereby incorporated by reference and made a part hereof. The Temporary Construction Easements are for a period of 18 months from the date of full execution of this Agreement. Construction is anticipated to take 18 months.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$89,575.15 for the Fee Title, \$10,515.98 for the Public Service Easement and \$4,705.48 for the Temporary Construction Easements, for a total amount of \$104,795.61 rounded to \$104,800.00 (One Hundred Four Thousand, Eight Hundred dollars exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. P-263892, 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,

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deeds and Easement Deeds from Seller to County for the Acquisition Properties. 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 November 30, 2019 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; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deeds and Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deeds and Easement Deeds 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

Seller 

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

road purposes, as contained in Placer Title Company Preliminary Report Order No. P-263892 if any; and

- C. Exceptions 1 through 4, paid current, and subject to items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 17 as listed in said preliminary title report dated March 26, 2018.

Seller agrees 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 free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

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. 03-5925F15, effective October 18, 2016. 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 Deeds and Easement Deeds being conveyed by Seller, and as shown in Exhibits B, C, D, E and F and the exhibits thereto, attached hereto and incorporated by reference herein.

Seller 

Seller: Mohanna
APN:119-080-23 &
119-080-12
Project #:71360
Escrow #: P-263892

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 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 contract section and elsewhere in this Agreement shall survive delivery of the deeds.

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

9. 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. Seller authorizes 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.

10. ASSESSMENTS

It is agreed that Seller 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, Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes 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.

11. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is

Seller 

Seller: Mohanna
APN:119-080-23 &
119-080-12
Project #:71360
Escrow #: P-263892

in violation of any federal, 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.

12. 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 for the Country Club Drive Realignment, CIP #71360, 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.

13. 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 Acquisition Properties are 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.

14. 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 

Seller: Mohanna
APN:119-080-23 &
119-080-12
Project #:71360
Escrow #: P-263892

15. REAL ESTATE BROKER

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

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds and Easement Deeds for the Acquisition Properties 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/s of Acceptance to be attached to and recorded with the Grant Deeds and Easement Deeds.
- C. Escrow Holder shall:
 - (i) Record the Grant Deeds and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B, C, D, E and F 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 Seller.

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

17. 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.

18. 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.

19. 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: M.H. Mohanna
1025 9th St., #205
Sacramento, CA 95814**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

Seller 

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

Seller 

Seller: Mohanna
APN:119-080-23 &
119-080-12
Project #:71360
Escrow #: P-263892

expenses incurred in said action or proceeding.

25. LEASE WARRANTY PROVISION

Seller warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month.

26. ABANDONMENT OF EASEMENT

The County Department of Transportation will bring an item before the Board of Supervisors for abandonment of the existing Road and Public Utility Easement along the existing City Lights Drive at such time as the Country Club Drive Realignment Project (CIP #71360) has been constructed and accepted by the Board of Supervisors such that it is available to replace the existing public use of the City Lights Drive Easement. However, nothing herein shall be construed to constrain the exercise of the Board of Supervisor's discretion.

27. EXISTING ENCROACHMENTS

- Seller will retain the existing legal encroachment of APN 119-080-21 onto Bass lake Road based upon its current zoning and land use designation. At such time as Seller proposes a project on the property, an evaluation of the project will be conducted to determine if the existing encroachment would be consistent with the proposed use.
- The current access for APN 119-080-12 will be relocated to the new Country Club alignment. Seller shall retain the existing encroachment on APN 119-080-12 for the sole purpose of allowing emergency vehicle ingress and egress based on the property's existing zoning. At such time as Seller proposes a project on the property,

Seller 

Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

an evaluation of the project will be conducted to determine if the existing encroachment is consistent with the proposed use.

- The property owner has previously dedicated road right-of-way along Bass Lake Road onto APN 119-080-23. This right-of-way included a stub off of the east side of Bass Lake road for the new Country Club Drive intersection which is approximately 80' wide by 90' deep. The design has subsequently changed slightly and a small triangular shaped portion (roughly 40 feet deep tapering from 0 to 25' wide +/- on the southeast corner of the intersection) of previously dedicated right-of-way may no longer be needed for the project. If, at completion of the project, the Director of Transportation determines some portions of this previously dedicated right-of-way is no longer needed, The County Department of Transportation will bring an item before the Board of Supervisors for abandonment of the that excess portion of road right-of-way at such time as the Country Club Drive Realignment Project (CIP #71360) has been constructed and accepted by the Board of Supervisors. However, nothing herein shall be construed to constrain the exercise of the Board of Supervisor's discretion.
- The property owner has previously dedicated Road right-of-way along Bass Lake Road. This right-of-way included a stub off of the east side of Bass Lake Road approximately 400 feet north of the existing Country Club Drive for a previously considered access. The design has subsequently changed and this stub (roughly 100 feet deep by 30 feet wide +/-) of previously dedicated right-of-way may no longer be

Seller



Seller: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

needed for the project. If, at completion of the project, the Director of Transportation determines some portions of this previously dedicated right-of-way is no longer needed, The County Department of Transportation will bring an item before the Board of Supervisors for abandonment of that excess portion of Road right-of-way at such time as the Country Club Drive Realignment Project (CIP #71360) has been constructed and accepted by the Board of Supervisors. However, nothing herein shall be construed to constrain the exercise of the Board of Supervisor's discretion.

28. 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.

29. 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.

30. 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: Mohanna
APN: 119-080-23 &
119-080-12
Project #: 71360
Escrow #: P-263892

SELLER: M.H. Mohanna a married man, as his sole and separate property

Date: 6/4/2019

By: 
M.H. Mohanna

COUNTY OF EL DORADO:

Date: 7/16/2019

By: 
Sue Novasel, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: 
Jim Mitrisin, Deputy Clerk

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

PARCEL ONE:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 19, 2003 IN BOOK 48 OF PARCEL MAPS AT PAGE 80.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 1 OF PARCEL MAP IN BOOK 48 PAGE 80, AS DESCRIBED AND DEEDED TO THE COUNTY OF EL DORADO, IN OFFER OF DEDICATION RECORDED ON DECEMBER 19, 2008 IN SERIES NO. 2008-60082 OFFICIAL RECORDS.

APN #119-080-23-100

PARCEL TWO:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M, DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 19, 2003 IN BOOK 48 OF PARCEL MAPS AT PAGE 80.

APN #119-080-12-100