

Seller: SAFEWAY INC.
APN: 110-130-41
Escrow#: 1601-1248

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 **SAFEWAY, INC., A DELAWARE CORPORATION**, 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 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 PUBLIC UTILITY 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

Seller hereby agrees to sell to County, and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, 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 **\$2,445.30** for a **PUBLIC**

Seller  _____

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UTILITY EASEMENT, rounded to a total compensation of \$2,450.00 (Two Thousand Four Hundred Fifty Dollars, exactly).

3. ESCROW

The acquisition of the Easement shall be consummated by means of **Escrow No. 1601-1248** for APN 110-130-41 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 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 **September 30, 2015**, 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 Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall, by Grant of Easement, grant to County the Easement, free and clear of title

Seller  _____

defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as outlined herein.

6. 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 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, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller 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.

Seller WMB _____

8. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the public use for which the Easement is 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.

9. 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.

10. REAL ESTATE BROKER

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

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller 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 Grant Deed and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B and the exhibits thereto,

Seller  _____

together with County's Certificate of Acceptance.

- (ii) Deliver the just compensation to Seller.

12. 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.

13. 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.

14. 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: SAFEWAY INC., A DELAWARE CORPORATION
 Attn: Todd Paradis – Regional Real Estate Mgr.
 5918 Stoneridge Mall Road
 Pleasanton, CA 94588-3229**

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

Seller  _____

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Seller UMS _____

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20. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (**Assessor's Parcel Number 110-130-41**) where or when necessary.

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.

23. 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: SAFEWAY INC., A DELAWARE COPORATION

Date: 7.8.15

By: Marilyn K. Beardsley

Name: Marilyn K. Beardsley
Authorized Signatory

Its: _____

Seller Marilyn K. Beardsley

Seller: SAFEWAY INC.
APN: 110-130-41
Escrow#: 1601-1248

Date: _____

By: _____

Name: _____

Its: _____


COUNTY OF EL DORADO:

Date: 8/18/15

By: 
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Seller 

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 SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 8 EAST, M.D.B.&M. AND BEING A PORTION OF LOT "L" OF LAKE FOREST SUBDIVISION, 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 DECEMBER 3, 2004 IN BOOK 48 OF PARCEL MAPS AT PAGE 135.

EXCEPTING THEREFROM FIFTY PERCENT (50%) OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 100 FEET UNDER THE ABOVE DESCRIBED PROPERTY WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, BY DEED RECORDED APRIL 19, 1985 IN BOOK 2422 AT PAGE 620.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 1 OF PARCEL MAP BOOK 48 AT PAGE 135 AS SET FORTH AND ACCEPTED BY THE COUNTY OF EL DORADO BY THOSE CERTAIN IRREVOCABLE OFFERS OF DEDICATIONS RECORDED JANUARY 17, 2006 IN SERIES NO. 2006-3175 AND RECORDED JANUARY 17, 2006 IN SERIES NO. 2006-3176 OFFICIAL RECORDS.

A.P.N. 110-130-39-100
A.P.N. 110-130-41-100

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

**APN 110-130-41
SAFEWAY, INC.
Green Valley Road PUE**

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 11922

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SAFEWAY, INC., A DELAWARE CORPORATION**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20__.

**GRANTOR: SAFEWAY, INC.,
 A DELAWARE CORPORATION**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A'

All that certain real property situate in Section 22, Township 10 North, Range 8 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed in Book 48 of Parcel Maps, Page 135 in the office of the County Recorder of said county more particularly described as follows:

BEGINNING at the Northwest corner of that certain document number 2006-3176 filed in said county; thence along the westerly line of said Parcel 1 North 0° 38' 01" West 9.90 feet; thence leaving said westerly line North 84° 03' 51" East 154.66 feet to the easterly line of said parcel; thence along said easterly line South 0° 38' 01" East 7.16 feet to the northerly line of said document number 2006-3176; thence along said northerly line the following two courses: 1) South 83° 17' 21" West 47.91 feet to the beginning of a curve; 2) along a 8995.50 foot radius curve concave southerly through a central angle of 0° 40' 55", an arc distance of 107.03 feet, said curve being subtended by a chord which bears South 82° 56' 53" West 107.03 feet, to the POINT OF BEGINNING. Containing 1,287 square feet more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The purpose of the above description is to describe that portion of said Parcel as an easement for public utilities purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 4/21/2015

EXHIBIT 'B'

EXHIBIT B

Situate in Section 22, T. 10 N., R. 8 E., M.D.M.
County of El Dorado, State of California

SAFEWAY INC.
APN 110:130:41
POR. PARCEL 1
P.M. 48-135

PUBLIC UTILITIES EASEMENT
AREA = 1287 SQ. FT. ±

N 84° 03' 51" E 154.66'

S 83° 17' 21" W
47.91'

S 0° 38' 01" E
7.16'

N 0° 38' 01" W
9.90'

POINT OF BEGINNING
NORTHWEST CORNER
DOC. NO. 2006-3176

EL DORADO COUNTY
PER I.O.D.
DOC. NO. 2006-3176

R=8995.50'
L=107.03'
Δ=0° 40' 55"
CH=S 82° 56' 53" W
107.03'

GREEN VALLEY RD.



Scale 1"=30'