

Seller: Nash
APN: 069-101-28
Project#: 77109
Escrow#: 205-10688

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 Joan M. Nash, as Trustee of the 2009 Joan M. Nash Revocable Trust, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns 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 Slope and Drainage Easement described and depicted in Exhibit B and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit C 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

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Easements, as described and depicted in the attached Exhibits B and C and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

Seller’s Initials 

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2. JUST COMPENSATION

The just compensation for the Easements in the amount of \$2,641.00 for a Slope and Drainage Easement and \$662.00 for the Temporary Construction Easement, for a total amount of \$3,303.00 rounded to \$3,350.00 (Three-Thousand Three-Hundred Fifty Dollars, exactly). Seller and County hereby acknowledge that the fair market value of the Easements is \$3,350.00.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 205-10688 for APN 069-101-28 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 Easements. 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 January 26, 2010, 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

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- 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

Seller shall grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for their intended purpose, as outlined herein.

6. AGREEMENT DECLARING 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 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 Deed being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

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 property, 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.

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- 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 Easements.

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 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 date of execution of this Agreement by Seller. 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.

9. 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 Easements 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.

10. 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.

11. REAL ESTATE BROKER

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

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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.

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW


- A. Seller shall execute and deliver to Escrow Holder the Easements 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 Certificates of Acceptance to be attached to and recorded with the Easements.
- C. Escrow Holder shall:
 - (i) Record the Easements described and depicted in Exhibits B and C and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Deliver the just compensation to Seller.

13. 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.

14. 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

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reasonably necessary to carry out the provisions of this Agreement.

15. 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: Joan M. Nash, as Trustee
of the 2009 Joan M. Nash Revocable Trust
4721 Kenworth Drive
Rescue, CA 95672**

**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 Program Manager
2850 Fairlane Court
Placerville, CA 95667**

16. 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.

17. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in

Seller's Initials 

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accordance with the laws of the State of California.

18. 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.

19. 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.

20. 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.

21. LEASE WARRANTY PROVISION

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

22. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

- A. Existing field fencing parallel to Green Valley Road will be replaced with like-kind where necessary.
- B. County or County's contractor or authorized agent will remove any trees, shrubs or

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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 cut, removed and placed within the new property line for Seller to use as firewood.

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.

23. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES


Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties, (Assessor's Parcel Number 069-101-28 (where necessary to perform the replacement and/or construction described in Section 22 of this Agreement. Seller understands and agrees that after completion of the work described in Section 22, the improvements will be considered Seller's sole property and Seller will be responsible for their maintenance and upkeep and repair.

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

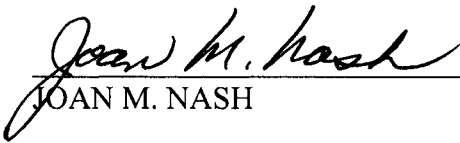
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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SELLER: Joan M. Nash, as Trustee of the Joan M. Nash 2009 Revocable Trust

Date: 10/21/09

By: 
JOAN M. NASH

COUNTY OF EL DORADO:

Date: _____

By: _____
Ron Briggs, Chairman of the Board
Board of Supervisors

ATTEST: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____


Seller's Initials 

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 HALF OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 9 EAST, MDB&M., DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEMBER 9, 1985 IN BOOK 34 OF PARCEL MAPS AT PAGE 80.

ASSESSORS PARCEL NO.: 069-101-28-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 069-101-28

Above section for Recorder's use

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

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Joan M. Nash, as Trustee of the Joan M. Nash 2009 Revocable Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, 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.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

EXHIBIT "B"

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2009.

GRANTOR: Joan M. Nash, as Trustee of the Joan M. Nash 2009 Revocable Trust,

By: _____
JOAN M. NASH

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
SLOPE EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 34 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the south half of Section 13, Township 10 North, Range 9 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

Beginning on the southeasterly boundary of said parcel, from which the most southerly corner bears South 37°45'50" West (cite South 38°26'00" West) 7.38 feet; **thence from said point of beginning** and leaving said boundary North 18°21'51" West 18.63 feet; thence North 37°55'39" East 54.19 feet; thence North 41°19'00" East 83.94 feet; thence North 53°07'28" East 38.17 feet to the aforementioned southeasterly boundary and northwesterly right-of-way line of Green Valley Road; thence along said boundary and right-of-way line South 37°45'50" West (cite South 38°26'00" West) 185.16 feet to the point of beginning, containing 0.050 acres, more or less.

END OF DESCRIPTION.

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

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 0.999886.



10-30-08

EXHIBIT 'B'

NASH, JOAN
PARCEL 1
34-PM-80
APN 069:101:28

65' DRAINAGE AND BUILDING SETBACK
EASEMENT PER 34-PM-80

CENTERLINE TENNESSEE CREEK

GREEN VALLEY RD.

N53°07'28"E
38.17'

SLOPE EASEMENT LINE

N41°19'00"E
83.94'

S37°45'50"W
185.16'

N37°55'39"E
54.19'

N18°21'51"W
18.63'

POINT OF BEGINNING

(TIE)
S37°45'50"W
7.38'

EXISTING
R/W LINE



SCALE : 1" = 40'

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EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 069-101-28

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Green Valley Road at Tennessee Creek Bridge
Reconstruction
Project #77109

TEMPORARY CONSTRUCTION EASEMENT

Joan M. Nash, as Trustee of the 2009 Joan M. Nash Revocable Trust, 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 made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. In consideration of \$662.00 (Six-Hundred Sixty-Two Dollars, exactly) 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 Green Valley Road at Tennessee Creek Bridge Reconstruction Project (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 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.

EXHIBIT "C"

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 \$26.25 (Twenty-six Dollars and 25/100ths, exactly) 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.

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.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

EXHIBIT "C"

GRANTOR: Joan M. Nash, as Trustee of the 2009 Joan M. Nash Revocable Trust,

Executed on this date: _____, 2009

By: _____
JOAN M. NASH

Notary Acknowledgements Follow

EXHIBIT 'A'
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 34 of Parcel Maps, at Page 80, in the office of the El Dorado County Recorder, being a portion of the south half of Section 13, Township 10 North, Range 9 East, M.D.M., unincorporated area of El Dorado County, State of California, and more particularly described as follows:

Beginning at the most southerly corner of said parcel; thence along the southeasterly boundary (also being the northwesterly right-of-way line of Green Valley Road) North 37°45'50" East (cite North 38°26'00" East) 7.38 feet; thence leaving said boundary the following 4 courses: 1) North 18°21'51" West 18.63 feet; 2) North 37°55'39" East 54.19 feet; 3) North 41°19'00" East 83.94 feet; 4) North 53°07'28" East 38.17 feet to the aforementioned southeasterly boundary and right-of-way line; thence along said boundary North 37°45'50" East 37.75 feet; thence leaving said boundary South 53°07'28" West 75.61 feet; thence South 41°19'00" West 85.27 feet; thence South 37°55'39" West 64.58 feet to the southwesterly boundary; thence along said boundary South 35°26'39" East (cite South 35°01'40" East) 26.63 feet to the point of beginning, containing 0.051 acres, more or less.

END OF DESCRIPTION.

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

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 0.999886.



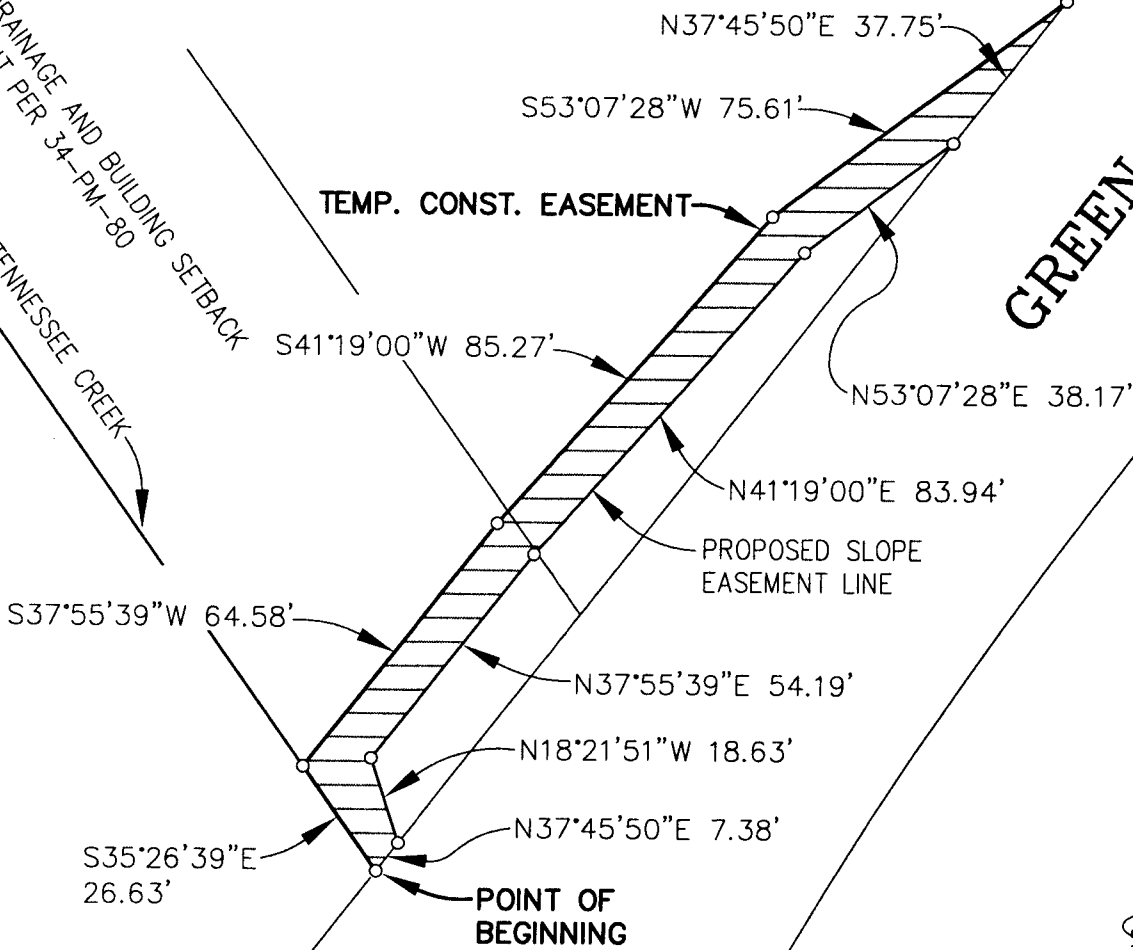
EXHIBIT 'B'

NASH, JOAN
PARCEL 1
34-PM-80
APN 069:101:28

65' DRAINAGE AND BUILDING SETBACK
EASEMENT PER 34-PM-80

CENTERLINE TENNESSEE CREEK

GREEN VALLEY RD.



SCALE : 1" = 40'

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