

ORIGINAL

Seller: Williams
APN: 119-090-17
Project#: 72369
Escrow#: P-131511

21

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 **Joseph P. Williams, JR. also shown of record as Joseph P. Williams, Trustee of the Williams Family Living Trust dated September 19, 1991** 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 Drainage 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.

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2. JUST COMPENSATION

The just compensation for the Drainage Easement is in the amount of **\$10,259.04 rounded to \$10,300.00** together with an administrative settlement of **\$5,000.00 for a total of \$15,300.00 (fifteen thousand three hundred dollars exactly)**.

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. P-131511 for APN 119-090-17 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. 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 December 31, 2016 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.

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5. TITLE

Seller shall, by Grant of 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.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use 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. 03-5925R, 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 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

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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.

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, an all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

9. 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 Hollow Oak Drainage Project 72369 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.

10. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage inclusive of potential severance damages that Seller may have relating to the public project for which the Easement is conveyed and purchased, and Seller hereby waives any and all claims of

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Seller relating to said project that may exist on the date 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

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.

13. 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 Easement Deed for the Acquisition Property 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,

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altered, or changed except in writing, signed by County and Sellers.

15. 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.

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 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:

**SELLERS: Joseph P. Williams
3700 Hollow Oak Dr.
El Dorado Hills, CA 95762**

**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
CDA, Transportation Division
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 Seller 

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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 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

Seller warrants 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 Seller's remaining property:

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1. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed improvements to be constructed within the new Easement.
2. County or County's contractor or authorized agent will grade, add or remove earth, rock, fill and or erosion control on Seller's property to repair/restore existing drainage pathway.

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 structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Seller understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered Sellers' sole property and Seller will be responsible for its maintenance and repair.

24. 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 119-090-17) where necessary, to perform the work as described in Section 23 of this Agreement.

25. WARRANTY OF WORK

County hereby agrees to warranty the installation of the drainage pipe to be installed under Seller's driveway for a period of 10 (ten) years from the date of final installation. If said pipe fails due to inadequate design under normal ingress/egress use within the 10 (ten) year period, County or County's contractor or authorized agent will fix or replace the pipe at its choice.

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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.

27. ENTIRE AGREEMENT

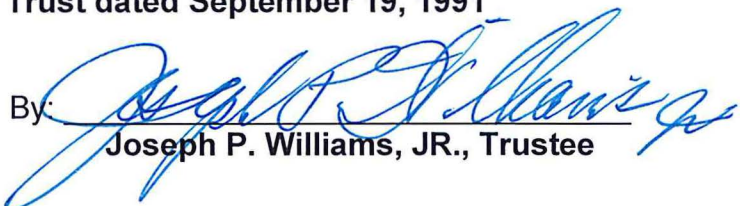
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. Seller retains all property rights not expressly limited by the Easement Deed including that of ingress/egress and installation and maintenance of utilities over or upon the Easement by way of the Seller's driveway.

28. 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: Joseph P. Williams, JR. also shown of record as Joseph P. Williams, Trustee of the Williams Family Living Trust dated September 19, 1991

Date: 2/26/2016

By: 
Joseph P. Williams, JR., Trustee

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COUNTY OF EL DORADO:

Date: 4/19/16

By: 
Ron Mikulaco, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: 
Deputy Clerk

Seller 

Exhibit "A"
Legal Description

A PORTION OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL D, AS SHOWN ON THE PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON AUGUST 4, 1976, IN BOOK 11 OF PARCEL MAPS, AT PAGE 137.

ASSESSOR'S PARCEL NUMBER 119-090-17-100

APN: 119-090-17-100

ADDENDUM # 1
TO THE
EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

The following terms and conditions are hereby incorporated in and made a part of the Easement Acquisition Agreement signed on 2/26/2016 by and between **Joseph P. Williams, Jr. also shown of record as Joseph P. Williams, Trustee of the Williams Family Living Trust dated September 19, 1991** (hereinafter "Seller") and the **COUNTY OF EL DORADO** (hereinafter "County").

Fence Removal and Installation

Paragraph 23 of the Easement Acquisition Agreement labeled as "Construction Contract Work" is hereby amended to add the following:

3. County or County's contractor or authorized agent will remove the existing fence during construction and reinstall at the new location as shown in Exhibit 'A' to this Addendum #1 upon completion of construction.

All other terms and conditions of the Easement Acquisition Agreement referenced above shall remain in full force and effect. The undersigned hereby acknowledge receipt of a copy of this page. This document may be executed in multiple counterparts.

SELLER:

Date: 4/2/2016

By: 

Joseph P. Williams, JR.

COUNTY OF EL DORADO:

Date: 4/19/16

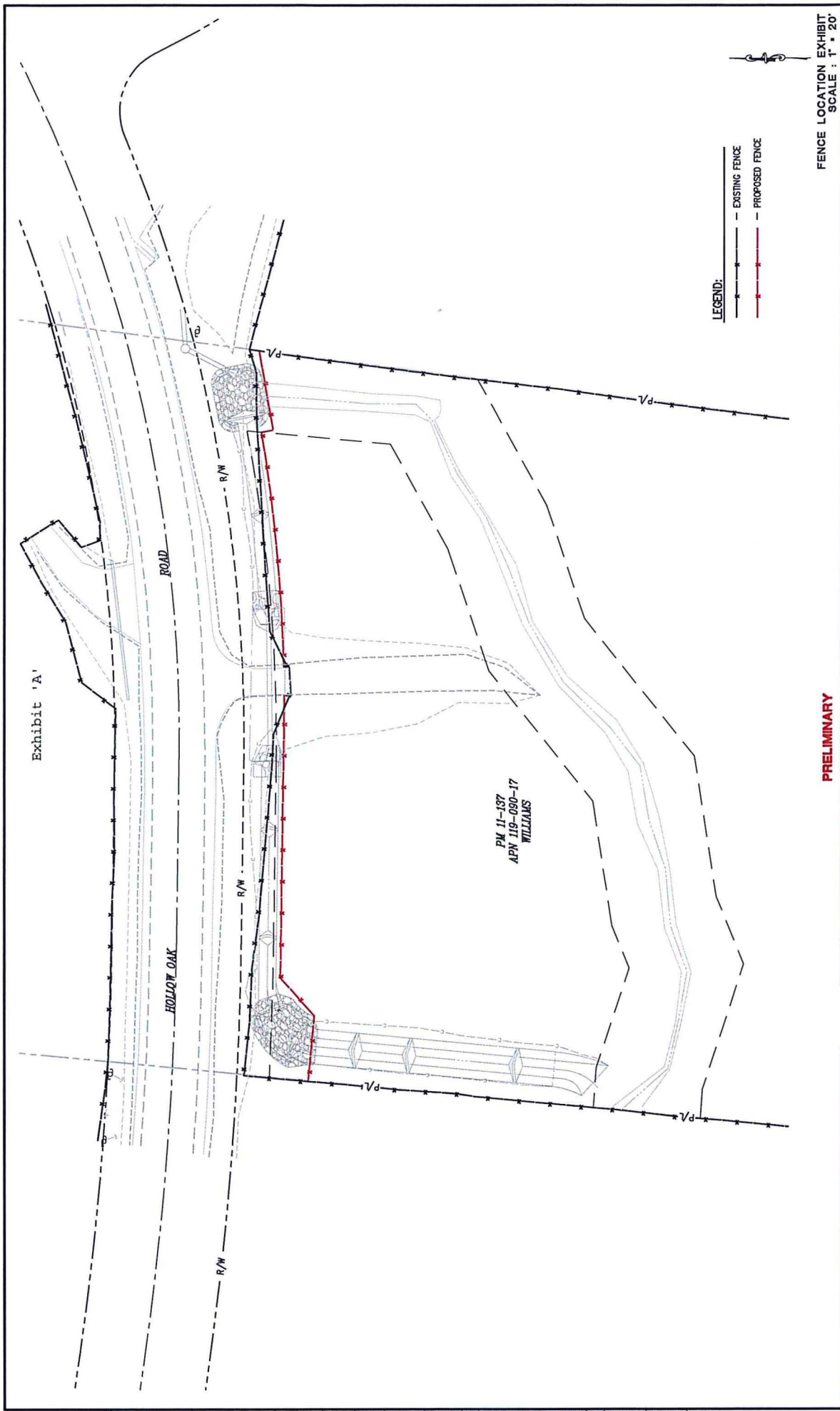
By: 

Ron Mikalaco, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: 



FENCE LOCATION EXHIBIT
SCALE: 1" = 20'

SHEET
EX-1
1 OF 1
SEC. No. 72369

HOLLOW OAK ROAD DRAINAGE
IMPROVEMENTS



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION

PRELIMINARY

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROFESSIONAL LAND SURVEYOR	DATE

REVISION	DATE	BY

FOR REDUCED PLANS
ORIGINAL SCALE 15 IN INCHES
Drawing name: C:\GIS 3D Projects\72369 Hollow Oak Road Drainage Improvement\CADD Files\Exhibit\Fence Layout.dwg Layout Tab: EX-1 Wrt 17/2016 - 1:35pm smcky