

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 Steven and Laura Abel Nevada Family Trust Dated 10/20/2009 referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in the 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 purpose of a El Dorado County Transit Bus Stop, a permanent easement on a portion of the Property, which permanent easement is more particularly described and depicted in **Exhibit B**, 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**, incorporated herein by reference and made a part hereof.

2. JUST COMPENSATION

In consideration for the County constructing a Transit Bus Stop in the easement area at no cost to the Seller, the total just compensation for the Easement shall be zero dollars (\$0.00).

3. TITLE

Seller shall by Grant of Easement convey to County the Easement, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust that would render the Easement unsuitable for its intended purposes.

4. 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 Grant of Easement.

5. INDEMNITY

Seller shall defend, indemnify, and hold harmless the County from any and all claims, actions, losses, injuries, damages, or expenses of any kind which arise out of, pertain to, or relate to any claims as to ownership of the Easement.

6. 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 therefrom.

7. NO ENVIRONMENTAL VIOLATIONS

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

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 Easement by the County or County's contractors or authorized agents, inclusive of the right to commence work and perform activities related to and incidental to the construction of the El Dorado County Transit Bus Stop improvements and the right to remove and dispose of any existing improvements, shall commence upon the first 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.

9. CONSTRUCTION CONTRACT WORK

County will be performing construction work on Sellers' Property as generally authorized in the documents entitled County of El Dorado 768 Pleasant Valley Road, Diamond Springs Bus Stop Project and generally include the following items of work:

- (i) County or County contractor or authorized agent will clear and remove any trees, stumps, shrubs, or landscape improvements within the easement area in conflict with the proposed improvements to be constructed.

- (i) County or County contractor or authorized agent will prepare grade for site asphalt and concrete within the easement area.
- (ii) County or County contractor or authorized agent will install drainage improvements which may include but are not limited to a drainage pipe, rock energy dissipator, and re-vegetation within the easement area.
- (iii) County or County contractor or authorized agent will install retaining wall, curbs and flatwork, and asphalt concrete paving within the easement area.

All work done shall conform to the County plans and specification and any approved changes thereto, and to all applicable building, fire and sanitary law, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

10. PERMIT TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County or its authorized agent to enter Seller's Property, identified as Assessor's Parcel Number 097-020-48, when necessary, to perform the construction work as described in Section 9 of this Agreement.

11. 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 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.

12. 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.

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 Sellers.

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 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 Sellers 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: Steven & Laura Abel Nevada Family Trust Dated 10/29/2009
PO Box 1774
Diamond Springs, CA 95619**

COUNTY: County of El Dorado

COPY TO: County of El Dorado

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 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. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors and shall be effective as of the last date written below.

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.

SELLER: Steven & Laura Abel Nevada Family Trust Dated 10/29/2009

Date: _____ By: _____
Steven Abel Trustee

Date: _____ By: _____
Laura Abel Trustee

COUNTY OF EL DORADO:

Date: _____ By: _____
Chair
Board of Supervisors ,

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT "A"
BUS STOP EASEMENT
OVER ABEL TRUST PROPERTY

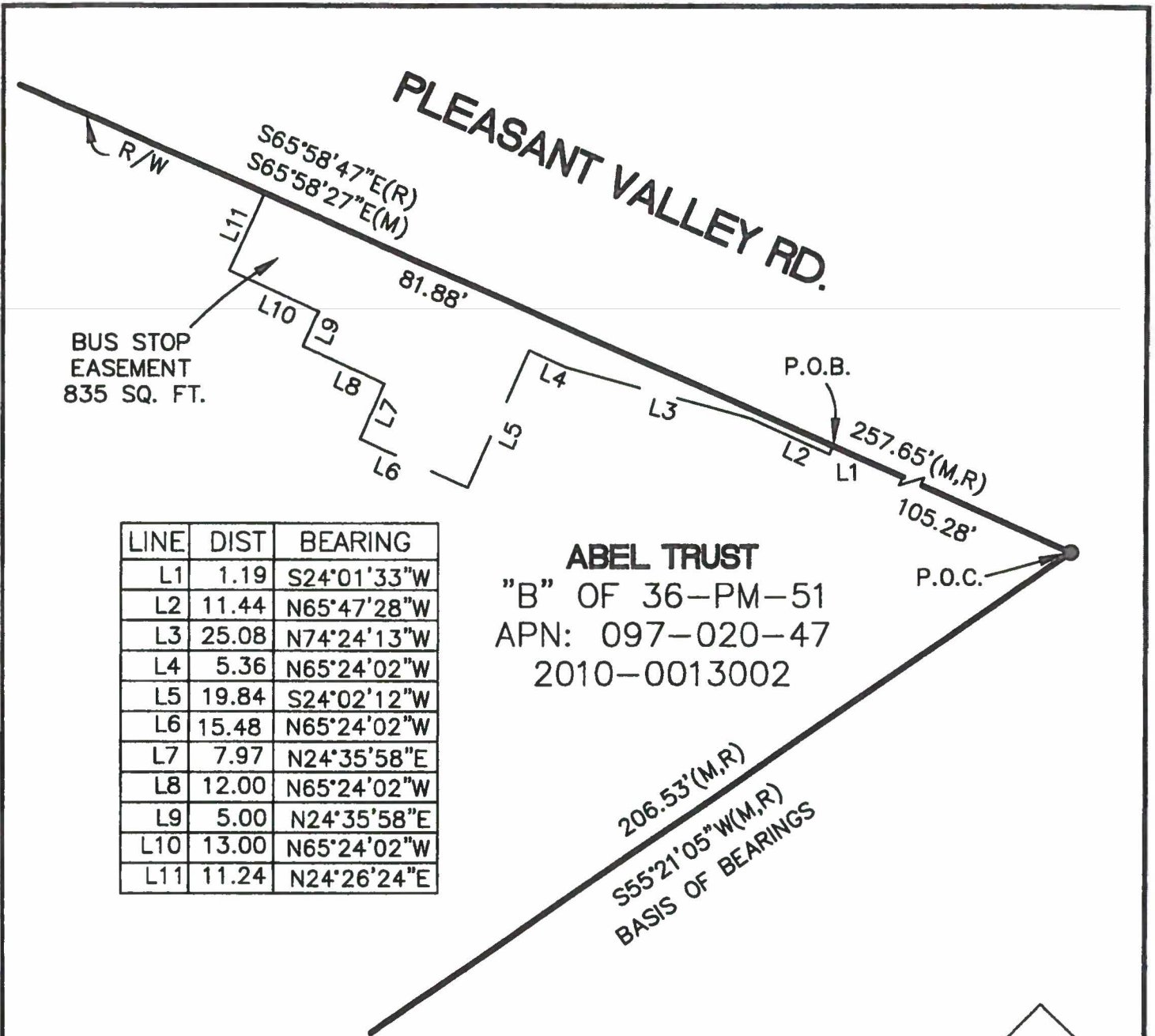
A portion of Parcel "B", as laid out and shown on that certain Parcel Map filed in Book "36" of Parcel Maps, at Page 51 in the office of the El Dorado County Recorder, being a portion of Section 30, Township 10 North, Range 11 East, M.D.M., El Dorado County, State of California, and being more particularly described as follows:

Commencing at the easternmost corner of said Parcel "B" as above described, and on the southern most Right of Way line of Pleasant Valley Road; thence along the northern boundary of said Parcel "B" and said southern Right of Way line North 65°58'27" West 105.28 feet and the POINT OF BEGINNING; thence leaving said boundary and Right of Way line the eleven following courses, viz: (1) South 24°01'33" West 1.19 feet; (2) North 65°47'28" West 11.44 feet; (3) North 74°24'13" West 25.08 feet; (4) North 65°24'02" West 5.36 feet; (5) South 24°02'12" West 19.84 feet; (6) North 65°24'02" West 15.48 feet; (7) North 24°35'58" East 7.97 feet; (8) North 65°24'02" West 12.00 feet; (9) North 24°35'58" East 5.00 feet; (10) North 65°24'02" West 13.00 feet; (11) North 24°26'24" East 11.24 feet to a point on said boundary and Right of Way line; thence along the same South 65°58'27" East 81.88 feet to the POINT OF BEGINNING.

Containing 835 square feet of land more or less.

 10-15-13
Alan R. Divers, PLS 6013





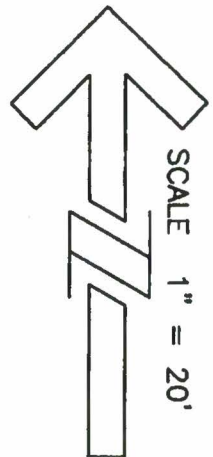
LINE	DIST	BEARING
L1	1.19	S24°01'33"W
L2	11.44	N65°47'28"W
L3	25.08	N74°24'13"W
L4	5.36	N65°24'02"W
L5	19.84	S24°02'12"W
L6	15.48	N65°24'02"W
L7	7.97	N24°35'58"E
L8	12.00	N65°24'02"W
L9	5.00	N24°35'58"E
L10	13.00	N65°24'02"W
L11	11.24	N24°26'24"E

ABEL TRUST
 "B" OF 36-PM-51
 APN: 097-020-47
 2010-0013002

P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 LOCATED EL DORADO COUNTY, CA.
 BASIS OF BEARINGS IS RECORD
 AS SHOWN 36-PM-51 (R).

THIS MAP WAS PREPARED UNDER
 MY DIRECTION

Alan R. Divers 10-15-13
 ALAN R. DIVERS, L-6013



DATE: 8-14-2013 SCALE: 1"=20' JOB NUMBER: 13-36 DWG NAME: ESMT	 <p>Alan R. Divers Professional Land Surveyor 3430 ROBIN LN. #2 CAMERON PARK CA. 95682 - (530) 642-1755</p>	<p>EXHIBIT B EASEMENT ABEL TRUST PROP.</p>
-------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------