

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

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 **DON BRADFORD AND MARYBETH BRADFORD, TRUSTEES OF THE BRADFORD FAMILY TRUST DATED 1996** referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own 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. Sellers desire to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, which are attached hereto and collectively referred to hereinafter as "the Acquisition Property", 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

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Acquisition Property, as described and depicted in the attached Exhibits B and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Property is in the amount of \$1,155.25 for the fee

Sellers DD MB

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

title, rounded to \$1,150.00 (One Thousand one hundred and fifty dollars, exactly) which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Acquisition Property shall be consummated by means of Escrow No. 1601-1222 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 Grant Deed from Sellers to County for the Acquisition Property. 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 April 30, 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; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall by Grant Deed convey to the County, the Acquisition Property free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Property 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 road purposes, as contained in Placer Title Company Preliminary Report Order No.1601-1222 dated September 1, 2015, if any; and
- C. Exceptions 1 and 2 paid current and subject to items 3, 4, 5, 6, 7 and 8 as listed in said preliminary title report.

Sellers agree 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 Property 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 Sellers, subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge 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

Sellers OB MB

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deed being conveyed by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

- A. Sellers own 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. Sellers have no knowledge of any pending litigation involving the Property.
- C. Sellers have 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 deed.

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, and 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.

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

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. Sellers authorize 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 Sellers 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, Sellers agree to indemnify and hold County harmless from any claim arising there from. Sellers authorize 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

Sellers represent that, to the best of Sellers' knowledge, Sellers know 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

Sellers OB MS

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

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 Property 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 Silver Fork Road at South Fork American River Bridge Rehabilitation Project CIP No. 77124 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 Sellers may have relating to the public project for which the Acquisition Property are conveyed and purchased, and Sellers hereby waive any and all claims of Sellers 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.

15. REAL ESTATE BROKER

Sellers have not employed a broker or sales agent in connection with the sale of the Acquisition Property, and Sellers shall indemnify, defend and hold the County free and

Sellers OB MB

harmless from any action or claim arising out of a claimed agreement by Sellers 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. Sellers shall execute and deliver to Escrow Holder the Grant Deed for the Acquisition Property 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 Grant Deed.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed for the Acquisition Property described and depicted in Exhibit B, and the exhibits thereto, together with County's Certificate of Acceptance.
 - (ii) Cause the policy of title insurance to be issued.
 - (iii) Deliver the just compensation to Sellers.

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 Sellers.

18. BEST EFFORTS

County and Sellers 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

Sellers OB MB

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

performed. County and Sellers 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 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: Don and Marybeth Bradford
2052 Bishop Way
Lodi, CA 95242

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

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 expenses incurred in said action or proceeding.

25. LEASE WARRANTY PROVISION

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

26. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work adjacent to the Sellers' remaining property by which it may be necessary to enter upon the sellers property:

Sellers OB MB

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

A) County or County's contractor will install a metal beam guardrail within the new right of way adjacent to the owners remaining property with the length, placement, and final location of the guardrail determined by County and Caltrans.

B) County or County's contractor will conform the new roadway to meet the existing roadway and driveway.

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.

27. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers' Property, (Assessor's Parcel Number 012-302-18) where necessary, to perform the work as described in Section 26 of this Agreement.

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.

Sellers: Bradford
APN: 012-302-18
Project #: 77124
Escrow #: 1601-1222

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.

SELLERS: DON BRADFORD AND MARYBETH BRADFORD, TRUSTEES OF THE BRADFORD FAMILY TRUST DATED 1996

Date: 10/26/15 By: Don Bradford trustee
DON BRADFORD, Trustee

Date: 10/27/15 By: Marybeth Bradford Trustee
MARYBETH BRADFORD, Trustee

COUNTY OF EL DORADO:

Date: _____ By: _____
Board of Supervisors, Chair

ATTEST:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Sellers OB MS

Order No. 1601-1222
UPDATE
Version 2

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:

LOT 75, AS SHOWN ON THAT CERTAIN MAP ENTITLED "KYBURZ MOUNTAIN RESORT UNIT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON OCTOBER 3, 1957, IN MAP BOOK "B" OF MAPS AT PAGE 87.

A.P.N. 012-302-18-100

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

APN 012-302-18
Seller: Bradford
Project #: 77124

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Don Bradford and Marybeth Bradford, Trustees of the Bradford Family Trust Dated 1996** hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, 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.

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

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

Exhibit 'B'

(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 its name on this _____ day of _____, 20__.

GRANTOR: Don Bradford and Marybeth Bradford, Trustees of the Bradford Family Trust Dated 1996

Don Bradford, Trustee

Marybeth Bradford

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in Section 27, Township 11 North, Range 15 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Lot 75 of that certain Amended Map of Kyburz Mountain Resort Unit No. 1 filed in Book B, Page 87 of Subdivision Maps in the Official Records of El Dorado County more particularly described as follows:

Commencing at the most northerly corner of said Lot 75, thence along the northeasterly line of said Lot South 71° 22' 10" East 14.46 feet to the TRUE POINT OF BEGINNING; thence continuing along said northeasterly line the following three (3) courses: 1) South 71° 22' 10" East 15.46 feet to the beginning of a curve to the right having a radius of 92.23 feet and a chord which bears South 42° 00' 00" East 90.46 feet; 2) thence southeasterly along said curve through a central angle of 58° 44' 04" an arc distance of 94.55 feet; 3) thence South 12° 38' 00" East 21.43 feet; thence leaving said northeasterly line North 28° 54' 46" West 44.16 feet to the beginning of a curve to the left having a radius of 93.00 feet; thence northwesterly along said curve through a central angle of 23° 52' 51" an arc distance of 38.76 feet, said curve being subtended by a chord which bears North 40° 51' 12" West 38.48 feet; thence North 52° 47' 37" West 41.86 feet to the TRUE POINT OF BEGINNING. Containing 916 square feet (0.02 acres) more or less.

-End of Description-

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

The Basis of Bearings of the above description is identical to that of said Subdivision Map. Distances used in the above description are ground distances.

The purpose of the above description is to describe that portion of said Lot as a Right-of-Way for road purposes.



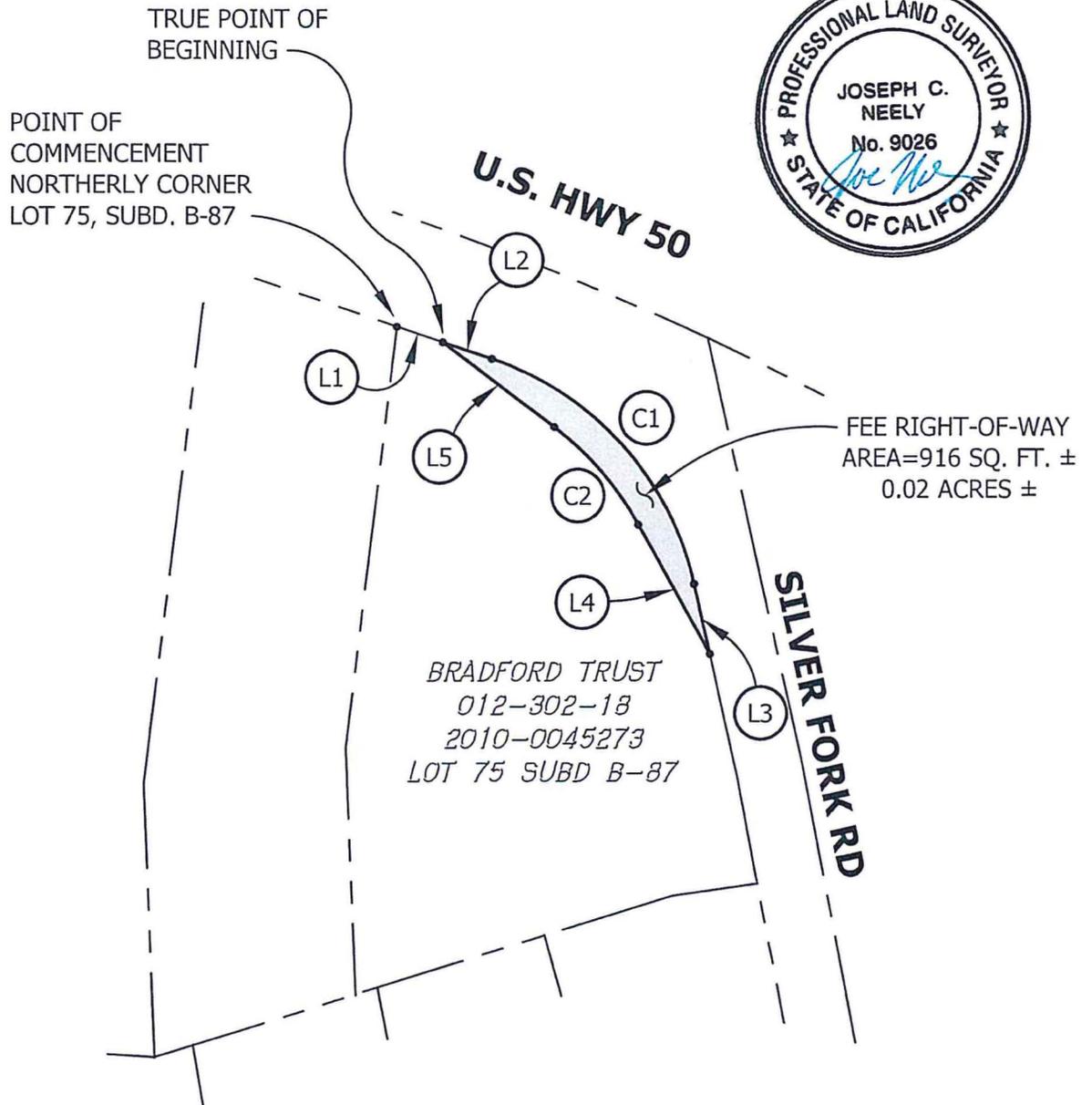
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 6/5/2015

EXHIBIT 'B'

Situate in Section 27, T. 11 N., R. 15 E., M.D.M.
County of El Dorado, State of California



- | | |
|---|---|
| (L1) S 71° 22' 10" E 14.46' (TIE) | (C2) R=93.00' Δ=23° 52' 51" L=38.76'
CH=N 40° 51' 12" W 38.48' |
| (L2) S 71° 22' 10" E 15.46' | (L5) N 52° 47' 37" W 41.86' |
| (C1) R=92.23' Δ=58° 44' 04" L=94.55'
CH=S 42° 00' 00" E 90.46' | |
| (L3) S 12° 38' 00" E 21.43' | |
| (L4) N 28° 54' 46" W 44.16' | |



Scale 1"=50'

