

**ORIGINAL**

Seller: Moore Trust  
APN: 329-261-12  
Project#: 73366  
Escrow#: P-306567

**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 **ROBERT S. MOORE AND DEBORAH J. MOORE, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE MOORE FAMILY TRUST, DATED SEPTEMBER 5, 2014**, 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 an Access Easement and Agreement by and between Seller and the adjacent parcel known as APN 329-261-13 for ingress and egress purposes in favor of APN 329-261-13, as described and depicted in Exhibit B, and the exhibits thereto, and a Temporary Construction Easement, as described and depicted in Exhibit C, and the exhibits thereto 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 Seller 

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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.

The Access Easement and Agreement is to be executed by and between Seller and the owner of the adjacent parcel APN 329-261-13. The County has no ownership or interest in the Access Easement and Agreement. The purpose of the Easement is to replace access to APN 329-261-13 which is being cutoff due to construction of the intersection signalization project.

The Temporary Construction Easement is for a period of 36 months from the date of full execution of this Agreement. Construction is anticipated to take 12 months.

## **2. JUST COMPENSATION**

The just compensation for the Easements is in the amount of \$23,803.20 for the Access Easement and Agreement and \$14,146.20 for the Temporary Construction Easement totaling \$37,949.40, rounded to \$38,000.00, plus an administrative settlement of \$20,000.00 for a total compensation amount of \$58,000.00 (fifty eight thousand dollars exactly).

## **3. ESCROW**

The acquisition of the Easements shall be consummated by means of Escrow No.P-306567 for APN 329-261-12 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

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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 June 30, 2020, 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 Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

#### **5. TITLE**

Seller shall, by Grant of Easements, grant to County and the owner of APN 329-261-13 the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its/their intended purpose(s), as outlined herein.

#### **6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

Seller acknowledges that County will use federal/state/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. 03-5925F15, effective October 18, 2016. 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

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addition of certain covenants as contained in the Easement Deeds being conveyed by Seller, and as shown in Exhibits B and C 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 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. MORTGAGES, DEEDS OF TRUST**

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

## **9. POSSESSION**

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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 for the Industrial Drive Intersection Signalization Project, CIP #73366, 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.

**10. 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.

**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 Easements, 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.

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**13. 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 Certificate of Acceptance to be attached to and recorded with the Easement.
- C. Escrow Holder shall:
  - (i) Record the Easement Deeds for the Easements described and depicted in Exhibits B and C and the exhibits thereto, together with County's Certificate of Acceptance. Because the Access Easement and Agreement is between the Seller and the owner of the adjacent property (APN 329-261-13) and not the County, the County will not process a Certificate of Acceptance for this Easement.
  - (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, altered, or changed except in writing, signed by County and Seller.

**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

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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:

**SELLER: Moore Family Trust  
3150 Four Seasons Drive  
El Dorado Hills, CA 95762-5010**

**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  
Community Development Services  
Department of Transportation  
Attn: ROW 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 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.

Seller 

**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 as shown in Exhibit 'AA':

- A. Repave the new shared driveway as needed to conform to the new roadway.
- B. Pave and stripe additional parking stalls.
- C. Install parking bollards in front of Seller's propane tank.

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D. Remove split-rail fence.

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 Seller's 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 329-261-12) where necessary, to perform the work as described in Section 23 of this Agreement.

**25. 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.

**26. 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.

**27. 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

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appropriate instrument and to bind upon said parties the obligations set forth herein.

**SELLER: ROBERT S. MOORE AND DEBORAH J. MOORE, TRUSTEES, OR THEIR  
SUCCESSORS IN TRUST, UNDER THE MOORE FAMILY TRUST, DATED  
SEPTEMBER 5, 2014**

Date: 5-28-19

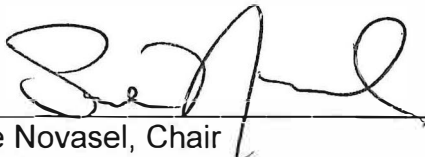
By:  TRUSTEE  
Robert S. Moore, Trustee

Date: 5-28-19

By:  Trustee  
Deborah J. Moore, Trustee


**COUNTY OF EL DORADO:**

Date: 7/16/2019

By:   
Sue Novasel, Chair  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By:   
Deputy Clerk

Seller 

**Exhibit "A"**  
**Legal Description**

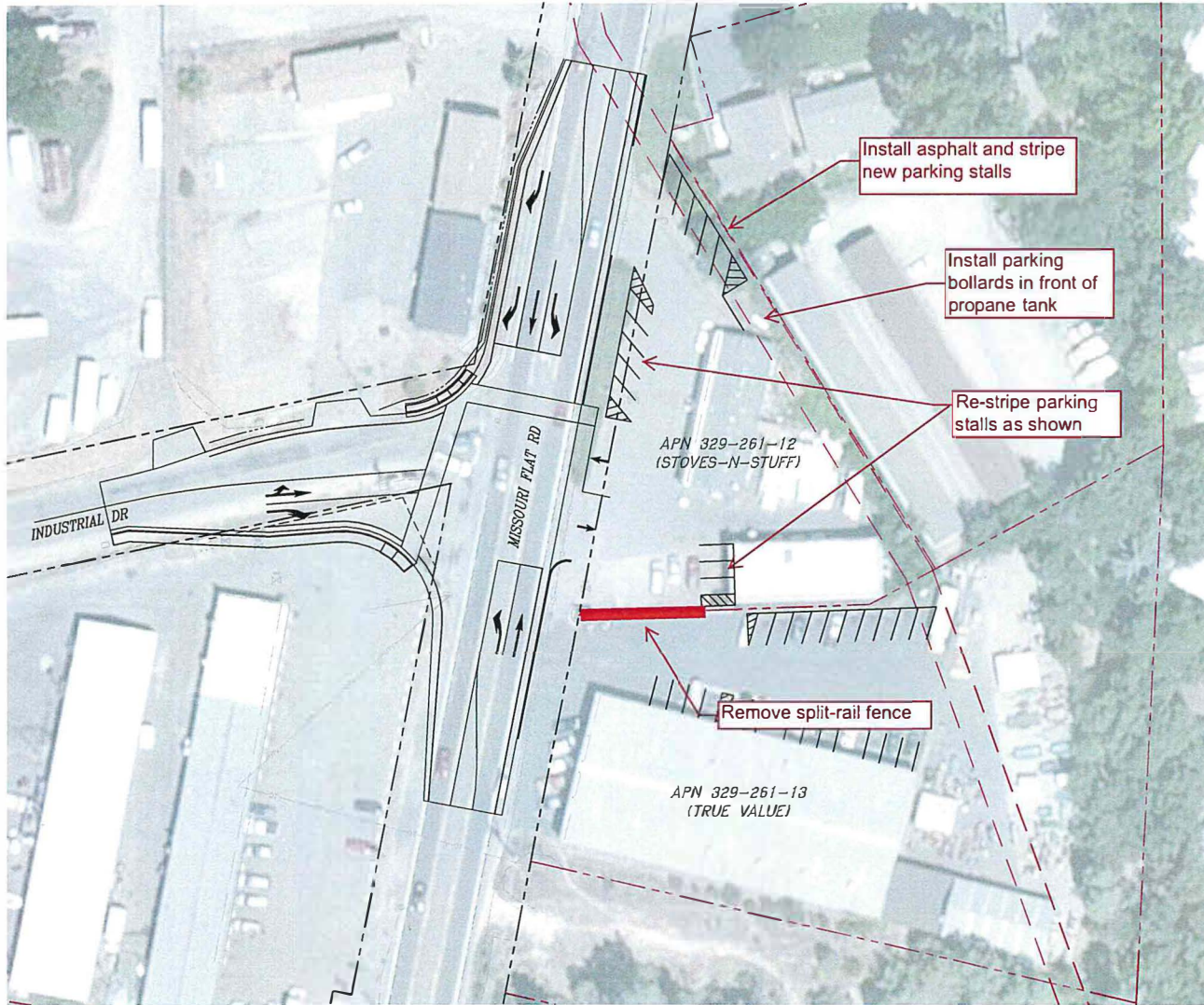
The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

Parcel 1, as shown on that certain Parcel Map filed May 2, 1978, in the office of the County Recorder of said County in Book 19 of Parcel Maps, at page 127.

APN: 329-261-012-000

ORIGINAL SCALE 0.5" = 10' INCHES  
 2  
 1  
 0  
 FOR REDUCED PLANS  
 DESIGNER: C:\Users\j32066\OneDrive\Documents\Projects\73366 Industrial Intersection Improvements\CAD\Files\Labels\Propose Evolution.dwg  
 LAYOUT: Tab\_02-2 Jun 27 2018 - 11:53am Sdkfky

Exhibit 'AA'



PRELIMINARY

PROPOSED PARKING  
SCALE: 1" = 30'

REVISION	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF:  
 REGISTERED CIVIL ENGINEER  
 DATE:

DESIGNED BY: SCM  
 CHECKED BY: DATE: 06/27/18  
 ROAD NUMBER: 002



COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION

MISSOURI FLAT RD  
AT  
INDUSTRIAL DR

SHEET  
EX-2  
2 of 2  
73366