

Owner: County of El Dorado
APN: 325-300-37
Project: WPIC Phase 2

ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between the **City of Placerville, a municipal corporation in the State of California** (“City”), and the **County of El Dorado, a political subdivision of the State of California**, referred to herein as (“County”), with reference to the following facts:

RECITALS

- A. County owns that certain real property located in the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. County desires to sell and City 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, a Slope Easement as described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit D and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as “the Acquisition Properties”, 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

County hereby agrees to sell to City, upon approval by its Board of Supervisors, and City, upon approval by its City Manager, hereby agrees to acquire from County, the Acquisition

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Properties, as described and depicted in the attached Exhibits B, C, and D and the exhibits thereto. The terms of the Temporary Construction Easement shall be the terms set forth in Exhibit D, which is attached hereto and hereby incorporated by reference and made a part hereof. 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 36 months.

2. JUST COMPENSATION

The Just Compensation for the Acquisition Properties is valued at \$66,900.00 (sixty-six thousand nine hundred dollars and no/100). County hereby waives its right to the compensation amount determined in the Appraisal Report and as offered by the City, as the public project proposed intends to mutually benefit the County, City and its citizens.

3. ESCROW

The acquisition of the Acquisition Properties will not be controlled by an escrow. Upon full execution of this Agreement, the City shall record the Grant Deed and Easement Deeds.

4. FEES

City shall pay:

- A. Recording fees; and
- B. The premium for the policy of title insurance should the City elect to purchase; and
- C. Any documentary transfer tax, if any; and
- D. All costs of executing and delivering the Grant Deed and Easements Deeds.

5. TITLE

County shall by Grant Deed and Easement Deeds convey to the City, the Acquisition

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Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the City 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. P-186191, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 as listed in said preliminary title report.

City may at its option choose to obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the City, insuring that title to the Acquisition Properties is vested in City free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to County, subject only to those exceptions set forth hereinabove.

6. WARRANTIES

County warrants that:

- A. County 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. County has no knowledge of any pending litigation involving the Property.
- C. County has no knowledge of any violations of, or notices concerning defects or

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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 Deeds.

7. PRORATION OF TAXES

The parcel containing the Acquisition Properties known as Assessor's Parcel Number 325-300-37 is owned by the County and is therefore exempt from property taxes. Proration of taxes and or payments thereof does not apply to the acquisitions from this Agreement.

8. NO ENVIRONMENTAL VIOLATIONS

The Acquisition Properties are adjacent to a public roadway which may or may not have pollutants and or water runoff which may have caused or created pollution or contamination. County represents that, to the best of County's knowledge, County 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.

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 Acquisition Properties by the City or City's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements Western Placerville Interchange Project Phase

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2, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by City and County.

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. ITEMS TO BE DELIVERED

The following items shall be delivered to the County:

- A. City shall provide the County with a fully executed copy of the Agreement.
- B. City shall record and provide conformed copies of the Grant and Easement Deeds.

12. 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 City and County.

13. BEST EFFORTS

City and County 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. City and County 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.

14. 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.

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15. 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.

16. 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.

17. 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.

18. CONSTRUCTION CONTRACT WORK

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

- A. City or City's contractor or authorized agent will remove existing fencing as necessary and replace with new fencing of a like-kind material if necessary and where applicable.
- B. City or City's contractor or authorized agent will conform the new roadway to the existing driveway according to Caltrans standard specifications. The driveway to the jail and its facilities shall remain open at all times during construction.
- C. City or City's contractor or authorized agent will remove and reinstall the "El Dorado County Jail" concrete sign in the same manner and style as its pre-

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construction condition if its removal is necessary. If the sign is removed due to construction, a temporary sign stating the same verbiage and size will be placed nearest the existing sign during construction.

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 City, shall be left in as good a condition as found. County understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered County's sole property and County will be responsible for their maintenance and repair.

19. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to City, the City's contractor or its authorized agent to enter County's Property, (Assessor's Parcel Number 325-300-37) where necessary, to perform the work as described in Section 18 of this Agreement.

20. 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.

21. 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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22. 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.

COUNTY:

Date: _____

By: _____
Shiva Fentzen, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CITY:

Date: _____

By: _____
M. Cleve Morris, City Manager

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