

ORIGINAL

REAL PROPERTY ACQUISITION AGREEMENT

This is a **REAL PROPERTY ACQUISITION AGREEMENT** ("Agreement") by and between **PLACERVILLE UNION CEMETERY, INC.** ("Grantor") and the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County" or "Grantee").

RECITALS

WHEREAS, Grantor owns all of that certain real property situated in the City of Placerville, County of El Dorado, California, commonly known as the Placerville Union Cemetery (APN 001-141-17, 001-141-20, 001-141-24, and 001-151-46) and more particularly described in Exhibit "A" hereto;

WHEREAS, the California Cemetery and Funeral Bureau stated that, unless the County were to assume management of the Placerville Union Cemetery, the Bureau would be forced to close the cemetery;

WHEREAS, in order to avoid closure of the Placerville Union Cemetery, the County has agreed to assume management and control of the Placerville Union Cemetery and, in exchange, Grantor has agreed to transfer any and all rights, title, and interest it has in the property comprising the Placerville Union Cemetery; and

WHEREAS, the parties desire to move forward with this assignment to facilitate the County's assumption of management and control of the Placerville Union Cemetery.

NOW, THEREFORE, in consideration of the performance of the mutual promises and agreements herein, and for other valuable consideration, the parties hereto agree as follows:

ARTICLE 1 - PREMISES

1.1 Grant. In consideration of County's promise to assume management of the cemetery, Grantor hereby agrees to grant to County and County hereby agrees to receive from Grantor that certain real property situated in the City of Placerville, County of El Dorado, State of California, described in Exhibit "A" attached and made a part hereof. Said real property is hereinafter referred to as the "Real Property."

ARTICLE 2 - TITLE, ESCROW PROVISIONS

2.1 Escrow. The assignment of the Real Property shall be consummated by means of an escrow to be opened at Placer Title Company (hereinafter referred to as "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 further escrow instructions, however, shall be consistent with this Agreement, which shall control. Grantor and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The "Close of Escrow" is defined to be the recordation of the Grant Deed from Grantor to County for the Real Property which shall occur within thirty (30) days of the effective date of this Agreement or such other date as the parties shall mutually agree upon in writing.

2.2 Escrow and Other Fees. County shall pay: (a) The Escrow Holder's fees; (b) Recording fees, if applicable; (c) The premium for the title insurance policy; (d) Documentary transfer tax, if any; (e) All costs of executing and delivering the Grant Deed; and (f) All costs of any partial reconveyances of deeds of trust, if any.

2.3 Conditions. Grantor shall by Grant Deed, convey to the County, in fee simple, the Real Property, free and clear of title defects, liens, encumbrances, taxes and deeds of trust. Title to the Real 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. 201-38708 dated March 30, 2006 ("Preliminary Report"), if any; and
- C. Exceptions 1 through 7 paid current and subject to Exceptions 8 through 16 as contained in said Preliminary Report.

Grantor agrees to remove all other exceptions to title prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance showing title vested in the County, insuring that title to the Real 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 Grantor, subject only to those exceptions set forth hereinabove.

2.4 Items to be Delivered at Close of Escrow. Grantor shall execute and deliver to Escrow Holder the fully executed Grant Deed for the Real Property and a Certificate of Secretary of Corporation Regarding Execution of Corporation Grant Deed not less than two (2) days prior to the date for the Close of Escrow.

ARTICLE 3 - RIGHT OF ENTRY

3.1 Possession. It is agreed and confirmed by the parties hereto that notwithstanding any other provisions in this Agreement, the right to possession and use of the Real Property by the County or County's contractors or authorized agents, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the effective date of this Agreement.

ARTICLE 4 - WARRANTIES

4.1 Warranties. Grantor warrants as follows:

A. Grantor owns the Real Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Real Property from adjacent properties, encroachments by improvements on the Real Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

B. Grantor has no knowledge of any pending litigation involving the Real Property.

C. Grantor 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 Real Property.

D. Grantor has no actual knowledge of any unrecorded or undisclosed legal or equitable interests in the Real Property owned or claimed by anyone other than Grantor. Grantor has no knowledge that anyone will, at the Close of Escrow, have any right to possession of the Real Property, except as disclosed by this Agreement or otherwise in writing to County.

4.2 Hazardous Materials. Grantor represents and warrants for the benefit of County that, to the best of Grantor's knowledge, there are no Hazardous Materials present on the Real Property and there has been no release, use, generation, discharge, storage, or disposal of any Hazardous Materials on, in, under or otherwise affecting all or any portion of the Real Property. Grantor further represents and warrants that, to the best of Grantor's knowledge, the Real Property is not in violation of any federal, state, or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Real Property, including, but not limited to, soil and groundwater contamination. Grantor knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the property or Grantor relating to environmental matters.

4.2.1 Hazardous Materials Defined. As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, sewage or waste which is regulated, controlled or prohibited by statute, rule, regulation, decree or order of any governmental authority, the State of California or the United States Government currently in effect. The term "Hazardous Material" includes, without limitation, any material or substance which is (1) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5, sections 25100, et seq., (Hazardous Waster Control Law), (2) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code,

Division 20, Chapter 6.8 ("CPTHSAA Act"), (3) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory Act), (4) defined as a "hazardous substance" under Section 25821 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (5) petroleum, (6) asbestos, (7) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (8) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Act, 33 U.S.C. Sec 1251 et seq. (33 U.S.C. Sec 1321), (9) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq. (42 U.S.C. Sec. 6903), (10) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec 9601) ("CERCLA"), or (11) defined as a "waste" under the California Porter-Cologne Water Quality Control Act, section 13050 of the California Water Code.

4.3 Leases. Grantor warrants that there are no oral or written leases on all or any portion of the Real Property exceeding a period of one month.

4.4 Survival. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the Grant Deed.

ARTICLE 5 - NOTICES

5.1 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 Grantor 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:

GRANTOR: Gayle Combella-Rohl
339 Main Street
Placerville, CA 95667

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
Department of General Services
Attention: Joanne Narloch, Director
360 Fair Lane
Placerville, CA 95667

ARTICLE 6 - BROKER OR AGENT

6.1 Broker or Agent. Grantor has not employed a broker or sales agent in connection with the grant of the Real Property, and Grantor shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Grantor to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

ARTICLE 7 - WAIVER AND RELEASE OF CLAIMS

7.1 This Agreement constitutes full consideration for all claims and damage that Grantor may have relating to the public project for which the Real Property is conveyed and acquired, and Grantor hereby waives any and all claims of Grantor relating to said project that may exist on the date of this Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 No Amendments. 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.

8.2 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 Grantor.

8.3 Binding Effect. This Agreement shall bind the parties, their personal representatives, successors, and assigns.

8.4 Invalidity. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof.

8.5 Warranty of Authority. The parties to this Agreement warrant and 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.

8.6 Addendum. In the event of conflict between this Agreement and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

8.7 Venue. Any disputes or necessary interpretations of any provision of this Agreement and any attachments incorporated herein shall be governed by laws of the State of California and shall be filed in the Superior Court of El Dorado County.

8.8 Administrator. The County Officer or employee with responsibility for administering this Agreement is the Director of General Services, Joanne Narloch, or her successor.

8.9 Execution. The Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

8.10 Prior Agreements. This Agreement supersedes any prior negotiations and agreements and contains the complete, exclusive, and final agreement of the parties with respect to the subject matter hereof. No other agreement, representation, statement or promise made by any party or any employee, officer, or agent of any party that is not expressly set forth in this Agreement shall be binding or impose any liability on a party.

8.11 Captions. The section headings throughout this Agreement are for convenience and reference only and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

8.12 Further Assurances. Grantor and County agree that at any time or from time to time after the execution of this Agreement, whether before or after the Close of Escrow, they will, upon request of the other, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effect fully the purposes of this Agreement and the County's project.

8.13 Waiver. The waiver by Grantor or County of a breach or failure of a term, covenant, or condition of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach or failure of condition of the same or of another provision hereof.

8.14 Third Party Beneficiaries. No condition, covenant, waiver or release contained herein made or given by Grantor or County is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.

8.15 Incorporation of Recitals and Exhibits. The Recitals set forth above are true and correct and, together with the Exhibits attached hereto, are incorporated into this Agreement by this

reference.

8.16 Attorney's Fees. In any action or proceeding at law or in equity arising out of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs and expenses incurred in said action or proceeding.

8.17 Best Efforts. County and Grantor 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.

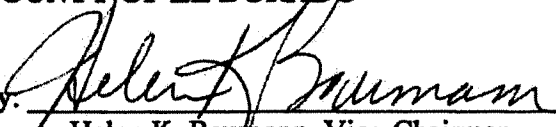
8.18 Effective Date. This Agreement shall not be effective until approved by the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the day and year last written.

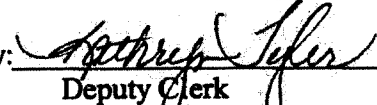
GRANTEE / "COUNTY":

COUNTY OF EL DORADO

Dated: 10-31-06

By: 
Helen K. Baumann, Vice-Chairman
Board of Supervisors

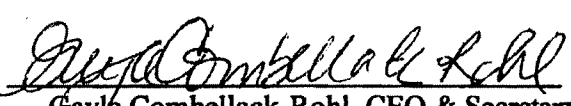
CINDY KECK
Clerk of the Board of Supervisors

By: 
Deputy Clerk

GRANTOR:

PLACERVILLE UNION CEMETERY, INC.

Dated: 10-10-06

By: 
Gayle Combella-Rohl, CEO & Secretary
Placerville Union Cemetery, Inc.