

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

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 **Kathryn E. Cain, Trustee of the John D. Gilmore Living Trust dated October 23, 2018**, 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 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 purposes, the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, which is 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

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

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

2. JUST COMPENSATION

The just compensation for the Acquisition Property is in the amount of \$588,000.00 plus \$5,000.00 for appraisal reimbursement for a total amount of \$593,000.00 (five hundred ninety three thousand dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. P-365406 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 Seller to County for the Acquisition Property. Seller 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 March 31, 2022, 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

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

- 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

Seller 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.P-365406, April 1, 2021, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, 7, 8, 9, and 10 as listed in said preliminary title report.

Seller agrees 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 Seller, subject only to those exceptions set forth hereinabove.

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

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

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 addition of certain covenants as contained in the Grant Deed being conveyed by Seller, and as shown in Exhibits B 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 contract section and elsewhere in this Agreement shall survive delivery of the deeds.

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this Agreement, up to and including the total amount of

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

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. 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. Seller authorizes 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 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 there from. Seller authorizes 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

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

to Close of Escrow.

11. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller'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.

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 for the Diamond Springs Parkway Phase 1B Project, CIP No. 72334, inclusive of the right to remove and dispose of any existing improvements, shall commence on October 31, 2021. 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 Seller may have relating to the public project for which the Acquisition Property 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. Seller is responsible for notifying the business currently operating on the

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

Property (Gilmore Heating and Air) that the County has acquired the Property and that they must vacate the Property by October 31, 2021. Seller must also notify the business that to the extent the business incurs costs related this acquisition, including a potential loss of business goodwill, the business must submit a claim to County for those costs and submit all appropriate documentation and evidence of that loss to County as required by law at the time that the claim is submitted. Said business is not a party to 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

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Property, 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.

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller 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/s of Acceptance to be attached to and recorded with the Grant Deed.

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

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(s) of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

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 Seller.

18. 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.

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 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: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

SELLER: Kathryn Cain
656 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 Transportation
Attn: ROW 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

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

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

Seller warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month other than the current business named in Paragraph 13.

26. 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.

27. 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.

28. THIRD PARTY BENEFICIARIES

Nothing in this agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

29. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this

Seller 

Seller: Gilmore Trust
APN: 327-270-026 & -027
Project #: 72334
Escrow #: P-365406

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.

SELLER: Kathryn E. Cain, Trustee of the John D. Gilmore Living Trust dated October 23, 2018

Date: 9/20/21

By: 
Kathryn E. Cain, Trustee

COUNTY OF EL DORADO:

Date: _____

By: _____
John Hidal, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Exhibit "A" Legal Description

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

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., LYING NORTHERLY OF THAT CERTAIN GRANT TO COUNTY OF EL DORADO, RECORDED DECEMBER 4, 1948, IN BOOK 262 OF OFFICIAL RECORDS, AT PAGE 375, AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD.

APN's 327-270-026 & -027

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 327-270-026 & -027
Seller: Gilmore Trust
Project: 72334

Mail Tax Statements to above.
Exempt from Documentary Tax Transfer
Per Revenue and Taxation Code 27383

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Kathryn E. Cain, Trustee of the John D. Gilmore Living Trust dated October 23, 2018**, 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.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20____.

**GRANTOR: Kathryn E. Cain, Trustee of the John D. Gilmore Living Trust dated
October 23, 2018**

Kathryn E. Cain, Trustee

(All signatures must be acknowledged by a Notary Public)


EXHIBIT 'A'

All that portion of the Southwest quarter of the Northwest quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, lying northerly of that certain grant deed to County of El Dorado, recorded December 4, 1948, in Book 262 of Official Records of El Dorado County, at Page 375, and southerly of the southerly line of the right of way granted to the Sacramento-Placerville Transportation Corridor Joint Powers Authority, recorded in Book 4764 of Official Records of El Dorado County, at Pages 134 and 153 (formerly Southern Pacific Railroad).

Containing 61,773 square feet (1.42 acres) more or less.

-End of Description-

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

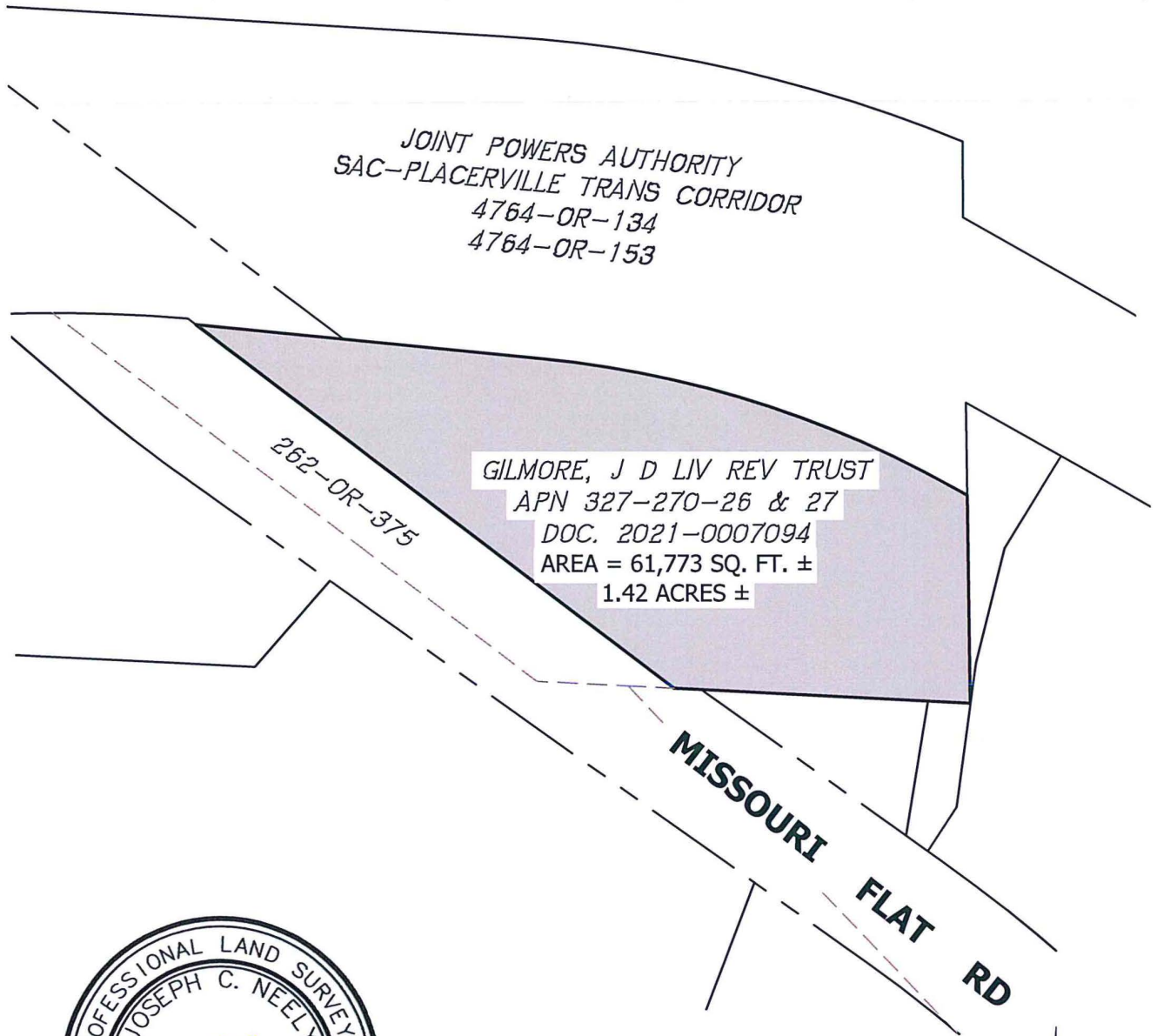


Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation
Date 9/21/2021



EXHIBIT 'B'

Situate in the Southwest Quarter of the Northwest Quarter of
Section 24, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



Grid North
Scale 1"=100'