

# CONTRACT ROUTING SHEET

Date Prepared: 3/15/07

Need Date: 3/20/07

### PROCESSING DEPARTMENT:

Department: General Services

Dept. Contact: Deb Lane

Phone #: 5933

Department: \_\_\_\_\_

Head Signature: [Signature]

Joanne Narloch  
Director

### CONTRACTOR:

Name: EDH County Water District

Address: 1050 Wilson Blvd.

El Dorado Hills, CA 95762

Phone: (916) 933-6623

2007 MAR 15 AM 10:53  
El Dorado County Counsel

### CONTRACTING DEPARTMENT: General Services Department

Service Requested: Purchase and Agreement for El Dorado Hills County Water District

Contract Term: \_\_\_\_\_ Contract/Amendment Value: \_\_\_\_\_

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 3/20/07 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

DATE	ATTORNEY	DEPT	INDEX NO	BY
03/15/2007	DAVE L.	142200		[Signature]

\* APPROVED AS TO FORM ONLY - PLEASE SEE MY 12/20/06 EMAIL REGARDING THE SUBJECT AGREEMENT. ALSO, WHY DOES ARTICLE 4 CONTINUE TO READ AS IT DOES - HAVEN'T YOU ALREADY OBTAINED A PRELIMINARY TITLE REPORT?

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS

**THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS** (this "**Agreement**"), is entered on this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date"), by and between EL DORADO HILLS COUNTY WATER DISTRICT, a public agency and political subdivision of the State of California ("**Seller**") and COUNTY OF EL DORADO, a political subdivision of the State of California ("**Purchaser**").

A. Seller owns that certain real property (the "**Property**") commonly known as 990 Lassen Lane, El Dorado Hills, California, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and

B. Purchaser currently has a lease with the Seller and occupies the Property as a Senior Center.

C. The El Dorado County Planning Commission found that the subject property was consistent with the General Plan for the long term lease/acquisition of real property indentified by Assessor's Parcel Number 107-052-01 on January 26, 2006. A Mitigated Negative Declaration was adopted per item 62 on February 28, 2006 by the El Dorado County Board of Supervisors.

D. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser all of Seller's right, title and interest in and to the Property on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1 AGREEMENT TO PURCHASE AND SELL

Purchaser agrees to purchase, and Seller agrees to sell, the Property at the Purchase Price and on the terms set forth herein. In furtherance thereof Seller agrees to convey to Purchaser insurable fee simple title to the Property by a recordable grant deed substantially in form and content as set forth in Exhibit "B" attached hereto.

### ARTICLE 2 PURCHASE PRICE

**2.1. Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Seven Hundred Thousand Dollars (\$700,000.00).

**2.2. Closing Costs.** Costs of Escrow shall be paid as follows:

**2.2.1. By Seller.** Seller will pay the cost of the Title Policy (excluding the cost of any endorsements required by Purchaser or Purchaser's lender which shall be paid by Purchaser), and one-half (1/2) of customary escrow fees.

**2.2.2. By Purchaser.** Purchaser will pay one-half (1/2) of customary escrow fees, the cost of extended coverage, if desired by Purchaser, the cost of any documentary transfer tax, and any additional title coverage or endorsements which Purchaser may desire and any document preparation costs.

No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383. Each party will be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

**2.3. Real Property Taxes; Closing Prorations and Adjustments.** The parties acknowledge that because of Seller's status as a public entity, the Property has not been subject to real property taxation during Seller's period of ownership. Purchaser will become liable for real property taxes and assessments if applicable, with respect to the Property from and after Close of Escrow, to the extent that such taxes and assessments relate to periods following Close of Escrow. All items of income or expense, if any, shall be prorated according to prevailing local custom in El Dorado County, California. All prorations are final.

**2.4. Payment of Purchase Price.** The Purchase Price, plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing, at Seller's option by cashier's or certified check or by wire transfer of current funds.

### **ARTICLE 3 REVIEW PERIOD**

**3.1 Purchaser's Review Period:** Purchaser's Review Period shall expire sixty (60) days after the effective date of this agreement, unless terminated earlier by Purchaser. If Purchaser has not approved, disapproved or waived all contingencies by written notice to Seller and Escrow Holder prior to the expiration of Purchaser's Review Period then all contingencies of Purchaser shall be deemed approved.

**3.2 Purchaser's Investigations of the Property:** During the Review Period, Purchaser and its agents and contractors shall have the right to conduct such investigations and enter upon the Property to conduct, at Purchaser's expense, such tests and investigations as may be necessary for Purchaser to determine whether any matter would materially hinder or make economically unfeasible Purchaser's intended use of the Property.

**3.3 Purchaser's Termination During Review Period:** In the event Purchaser, acting reasonably, determines that any matter would materially hinder or make economically unfeasible the intended use of the Property, then Purchaser may elect to terminate this Agreement by delivering written notice of termination to Seller at any time before the end of the Review Period, which notice shall specify the reason or reasons for termination. If Purchaser fails to give Seller timely notice of termination prior to the end of the Review Period, Purchaser shall be deemed to have approved all contingencies and the parties shall proceed to Close of Escrow. Article 3. Purchaser shall repair any damage to the Property resulting from Purchaser's activities on the Property under this Article 3, and shall indemnify, defend, and hold harmless Seller and Seller's representatives, employees and agents from and against any and all loss, damage, liability or expense (including reasonable attorneys fees and other litigation expenses and claims and liens of mechanics or material men) any of the aforementioned persons may incur as a result of Purchaser's or Purchaser's agents' or contractors' activities on the Property under this Article 3. The indemnity obligations of Purchaser under this paragraph shall survive the Closing or a termination of this Agreement, notwithstanding anything contained to the contrary in this Agreement.

## ARTICLE 4 TITLE INSURANCE

**4.1 Preliminary Title Report.** Seller, at Seller's sole cost and expense shall cause to be delivered to Purchaser as soon as possible following the Opening of Escrow, a Preliminary Title Report issued by Placer Title ("**Title Insurer**") covering the Property, and full copies of exceptions of record and plotted easements for Purchaser's review (collectively, the "**Preliminary Title Report**"). On or before ten (10) days following Purchaser's receipt of the Preliminary Title Report, Purchaser will notify Seller in writing of any title exceptions contained in the Preliminary Title Report which are not satisfactory to Purchaser, acting reasonably ("**Title Objections**"). The remaining title exceptions described in the Preliminary Title Report shall constitute the "**Permitted Exceptions.**" If Purchaser fails to timely submit a list of Title Objections, then the Permitted Exceptions shall be deemed to be all title exceptions appearing in the Preliminary Title Report.

**4.2 Objection and Cure Period.** In the event Purchaser notifies Seller within the period described in Section 4.1 above of any Title Objections, Seller may, at its election made by written notice to Purchaser on or before ten (10) days after receipt of such notice ("**Seller's Response Period**"), (a) agree to cause the Title Objections to be deleted from the Preliminary Title Report; (b) cause the Title Insurer to expressly waive or insure over such Title Objections; or (c) agree in writing to cause such Title Objections to be deleted or insured over at or prior to the Closing. If Seller fails or elects not to cause all of the Title Objections to be removed, waived or insured over within Seller's Response Period, Purchaser may by written notice to Seller on or before expiration of Purchaser's Review Period, as its sole remedy, elect to: (x) terminate this Agreement, or (y) agree to take title subject to the exceptions shown in the most recent Preliminary Title Report, in which case, the Permitted Exceptions shall be expanded to include the Title Objections not removed, waived or insured over.

**4.3 Title Policy.** Upon Close of Escrow, Seller shall cause Escrow Holder to deliver to Purchaser an C.L.T.A. Standard Coverage Owner's Policy of Title Insurance from the Title Insurer (the "**Title Policy**") which shall: (i) be dated as of the Closing Date; (ii) name Purchaser as the insured; (iii) have a liability amount equal to the Purchase Price; (iv) show Purchaser as the owner of the Property in fee simple subject to no exceptions other than the Permitted Exceptions. The Title Policy shall be conclusive evidence as to good title as shown therein with respect to all matters insured by the Title Policy.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

**5.1 Seller's Representations and Warranties.** Seller is selling the Property "AS-IS" with all faults, but represents and warrants to Purchaser as follows:

**5.1.1 Authority.** Seller has full power and authority to sell, convey and transfer the Property as provided for in this Agreement and this Agreement is binding and enforceable against Seller.

**5.1.2 Hazardous Materials.** Exceptions otherwise described below, to Seller's actual knowledge, Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity which would constitute a violation of any Environmental Law, nor has Seller received any written notices that the Property is in violation of any Environmental Law. As used herein, (a) the term "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority,

the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.* (33 U.S.C. Sec. 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 *et seq.* (42 U.S.C. Sec. 9601); and (b) the term "Environmental Laws" shall mean all statutes specifically described in the definition of "Hazardous Materials" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

The Property has been utilized for over forty years as a fire station. Certain chemicals have been stored and used for maintenance and cleaning of vehicles and equipment. Additionally Seller and Purchaser jointly operated a hazardous materials collection program upon the property for the past ten to fifteen years, whereby household waste (paint, solvents, batteries, etc.) was collected and stored in containment facilities upon the property. The Seller has historically maintained above ground fuel tanks upon the property for the purpose of fueling vehicles (diesel and gasoline). The tanks have been removed. Purchaser is fully aware of the prior uses to which the Property has been put and has been provided an opportunity to inspect and satisfy itself with respect to all such matters. Purchaser has been leasing the Property for more than one (1) year and is uniquely familiar with the Property. Purchaser acknowledges the issues and risks associated with the Property and its prior uses, and is accepting the Property in its "AS-IS" condition. Seller makes no warranties with respect to the issues referenced above and Purchaser shall rely upon its independent investigation and experts with respect to all such matters.

**5.2 Purchaser's Representations and Warranties.** Except as expressly set forth in this Agreement, Purchaser is relying upon no warranties, express or implied, oral or written, from Seller regarding the Property and, upon Close of Escrow, Purchaser will have accepted the Property as-is, with all faults. Purchaser represents and warrants to Seller as follows:

**5.2.1 Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

**5.2.2 Authority.** Purchaser has full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against Purchaser.

**5.2.3 As-Is Acquisition.** PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) VALUE; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES,

ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (VI) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (VII) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS DELIVERED BY SELLER TO PURCHASER OR PRELIMINARY REPORT REGARDING TITLE; (VIII) DEFICIENCY OF ANY UNDERSHORE; (IX) DEFICIENCY OF ANY DRAINAGE; (X) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR A FLOOD ZONE; OR (XI) WITH RESPECT TO ANY OTHER MATTER PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 5.1 ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 5.1 ABOVE, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY. PURCHASER HAS BEEN LEASING THE PROPERTY FOR MORE THAN ONE YEAR AND



HAS MADE SUBSTANTIAL ALTERATIONS. PURCHASER IS UNIQUELY FAMILIAR WITH THE PROPERTY AND IS RELYING UPON ITS LEASEHOLD EXPERIENCE AND INDEPENDENT INVESTIGATION.

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Purchaser's Initials

**5.2.4 General Waiver.** With respect to the waivers and releases set forth in Section 5.2.3, above, Purchaser expressly waives any of its rights granted under California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time or executing the release, which if known by him must have materially affected his settlement with the debtor."

\_\_\_\_\_  
Purchaser's Initials

## ARTICLE 6 THE CLOSING

**6.1 Definition; Time.** The performance by Seller and Purchaser of their respective obligations under this Agreement directly or through the completion of the escrow deposits required of them to be made, delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed upon the Title Insurer's commitment to issue the Title Policy to Purchaser and delivery of possession of the Property to Purchaser shall constitute the closing of the sale (the "**Closing**" or "**Close of Escrow**"). The date of the Closing (the "**Closing Date**") shall be on or before forty-five (45) days from and after mutual execution hereof. The parties may, upon written agreement, close earlier or later than the Closing Date.

**6.2 Possession.** Possession of the Property shall be delivered to Purchaser at the Closing.

**6.3 Escrow.** This sale shall be closed through Escrow Holder. This Agreement shall constitute the Escrow Agreement between the parties. Upon the creation of the Escrow, payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit) and delivery of the deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow. The escrow fee for the Escrow shall be shared equally by the parties, except that the escrow fees attributable to any ancillary money lender's agreement shall be borne by Purchaser alone.

**6.4 Documents To Be Delivered By Seller At Closing.** At the Closing Seller shall deliver or cause to be delivered to Purchaser directly or, if either party elects, through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser and (if applicable) the Title Insurer:

**6.4.1** A duly executed and acknowledged grant deed to the Property in the form attached hereto as Exhibit "B", subject only to the Permitted Exceptions;

**6.4.2** All other documents (if any) required to be executed and delivered by Seller; and

**6.4.3** Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

**6.5 Documents To Be Delivered By Purchaser At Closing.** At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in form reasonably satisfactory to Seller and Of applicable) the Title Insurer:

**6.5.1** The Purchase Price, plus or minus adjustments, credits and proration provided for herein; and

**6.5.2** Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

**6.6 Conditions to Seller's Obligations.** The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, of the Closing in absence of a specified date:

**6.6.1 Purchaser's Obligations.** As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser.

**6.6.2 Purchaser's Representations.** As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement shall be true and correct as of the Closing.

**6.7 Conditions to Purchaser's Obligations.** The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

**6.7.1 Seller's obligations.** As of the Closing, Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller.

**6.7.2 Seller's Representations.** As of the Closing, all representations and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing.

**6.7.3 Title Policy.** The Title Insurer shall be committed to provide the Title Policy to Purchaser within a reasonable time following Closing.

## **ARTICLE 7 DEFAULTS; REMEDIES**

**7.1 Failure to Close by Closing Date.** If the transaction contemplated hereby does not close by the Closing Date, due to the default of either Seller or Purchaser, this Agreement shall unfortunately terminate and neither party shall have any further rights or remedies hereunder.

## **ARTICLE 8 MISCELLANEOUS**



**8.1 Payment of Real Estate Brokers and Consultants.** Each party represents to the other that no real estate broker has been used in connection with this transaction unless pursuant to a separate agreement. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Purchaser in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Seller in connection with this transaction. The indemnification obligations under this Section 8.1 shall survive the Closing or any termination of this Agreement for any reason whatsoever.

**8.2 Notices.** All notices and other communications which are required to be, or which may be given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows:

If to Seller:

El Dorado Hills County Water District  
1050 Wilson Boulevard  
El Dorado Hills, CA 95762  
Attn: Fire Chief Fred Russell  
Telephone: (916) 933-6623  
Facsimile: (916) 933-5983

With a copy to:

Michael J. Cook, Esq.  
Hefner, Stark & Marois, LLP  
2150 River Plaza Drive, Suite 450  
Sacramento, CA 95833  
Telephone: (916) 925-6620  
Facsimile: (916) 925-1127

If to Purchaser:

County of El Dorado  
General Services Department  
Joanne M. Narloch  
360 Fair Lane  
Placerville, CA 95667  
Telephone: (530) 621-5846  
Facsimile: (530) 621-1681

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

**8.3 Assignment.** Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller, which may be withheld at Seller's sole discretion. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

**8.4 Joint and Several Liability.** If Purchaser is more than one person or entity, then all obligations and/or liabilities of Purchaser set forth herein or arising hereunder shall be the joint and several obligations and/or liabilities of each party constituting Purchaser.

**8.5 Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.

**8.6 Severability.** If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

**8.7 Captions: Number.** The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

**8.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**8.9 Governing Law.** This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in El Dorado, California.

**8.10 Time of the Essence.** Time is of the essence of this Agreement.

**8.11 Modification.** The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

**8.12 Waiver.** Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

**8.13 Business Days.** Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a holiday observed by national banks or the Title Insurer.

**8.14 Attorney Fees.** In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, to include any attorney fees or costs on appeal.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**SELLER:**

**PURCHASER:**

EL DORADO HILLS COUNTY WATER DISTRICT

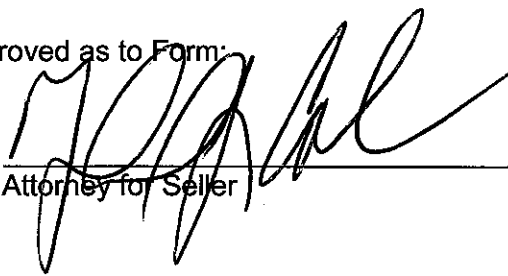
THE COUNTY OF EL DORADO

By:  \_\_\_\_\_  
John Hidahl

By: \_\_\_\_\_  
Chairman

Its: **President**

Its: **Board of Supervisor**

Approved as to Form:  
By:  \_\_\_\_\_  
Attorney for Seller

Attest:  
Cindy Keck  
Clerk of the Board

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

**EXHIBIT "A"**  
**Legal Description of the Property**

**[ATTACHED]**  
**[INSERT LEGAL DESCRIPTION FROM PRELIMINARY TITLE REPORT**

**EXHIBIT "B"**  
**Grant Deed**

RECORDING REQUESTED BY

AND

WHEN RECORDED, MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APN \_\_\_\_\_

Exempt from Recording Fees per Govt. Code §27383  
DOCUMENTARY TRANSFER TAX STATEMENT BY  
SEPARATE DECLARATION

**GRANT DEED**

FOR VALUE RECEIVED, receipt of which is hereby acknowledged,

EL DORADO HILLS COUNTY WATER DISTRICT, a Political Subdivision of the State of California ("**Grantor**")

hereby grants to El Dorado Count, a political subdivision of the State of California

all that certain real property situated in the County of El Dorado, State of California, more fully described in EXHIBIT "1" attached hereto and incorporated herein by this reference.

Dated: \_\_\_\_\_

EL DORADO HILLS COUNTY WATER DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT "1" TO GRANT DEED**

**Legal Description**

**[ATTACHED]**

**[INSERT LEGAL DESCRIPTION FROM PRELIMINARY TITLE REPORT]**

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA    )  
  )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature (SEAL)