

Seller: JKC3H8, L.P.
APN's: 051-250-016 –
051-250-022 & -048
Project #: 36105011
Escrow #: 1005941

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 **JKC3H8, L.P., a Nevada Limited Partnership** (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns those certain real properties located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the “Properties”).
- B. Seller desires to sell and County desires to acquire for public purposes, portions of the Properties as follows:
 - 1. APN 051-250-016: in Right-of-Way Easement as described and depicted in Exhibit B, and the exhibits thereto;
 - 2. APN 051-250-017: in Right-of-Way Easement, and Fee Title as described and depicted in Exhibits C and D, and the exhibits thereto;
 - 3. APN 051-250-018: in Fee Title as described and depicted in Exhibit E, and the exhibits thereto;
 - 4. APN 051-250-019: in Fee Title as described and depicted in Exhibit F and the exhibits thereto;
 - 5. APN 051-250-020: in Fee Title as described and depicted in Exhibit G, and the exhibits thereto;
 - 6. APN 051-250-021: in Fee Title as described and depicted in Exhibit H, and the

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exhibits thereto;

7. APN 051-250-022: in Fee Title, and Slope and Drainage and Public Utility Easement as described and depicted in Exhibits I and J, and the exhibits thereto;
8. APN 051-250-048: in Right-of-Way Easement as described and depicted in Exhibit K, 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:

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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 Properties, as described and depicted in the attached Exhibits B through K, and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for all of the Acquisition Properties is in the amount of \$450,600.00 for the Fee Title, Right-of-Way Easements, and Slope and Drainage and Public Utility Easement, and an Administrative Settlement in the amount of \$53,750.00 for a total amount of \$504,350.00 (Five Hundred Four Thousand Three Hundred Fifty 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. 1005941 which has been opened at Fidelity National 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 Deeds and Easement Deeds from Seller to County for the Acquisition Properties. 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 one hundred and fifty (150) days after the Agreement is

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fully executed 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
- E. All costs of executing and delivering the Grant Deeds and Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deeds and Easement Deeds convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions, 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 Fidelity National Title Company Preliminary Report Order No.1005941, May 27, 2022, if any; and
- C. Exceptions 1, 2 and 3 paid current and subject to items 4 through 20 as delineated in said preliminary title report.

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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 Properties 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 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 addition of certain covenants as contained in the Grant Deeds and Easement Deeds being conveyed by Seller, and as shown in Exhibits B through K, and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Acquisition Properties, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Properties from adjacent properties, encroachments by improvements on the Properties onto adjacent

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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 Acquisition Properties.
- 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 Acquisition Properties.
- 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 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 Acquisition Properties prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any proration credits due to County for real property taxes and

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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 Properties 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 Acquisition Properties prior to Close of Escrow.

11. NO CONTAMINATION

The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of Hazardous Waste which required mitigation under Federal or state law, the County may elect to recover its cleanup costs from those who caused or contributed to the 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 subject 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 on the date the amount of funds as specified in Section 2

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herein are deposited into the escrow controlling this transaction. 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 Properties 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.

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 Properties, 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 Deeds and Easement Deeds for the Acquisition Properties 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

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disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deeds and Easement Deeds.

C. Escrow Holder shall:

- (i) Record the Grant Deeds and Easement Deeds for the Acquisition Properties described and depicted in Exhibits B through K, and the exhibits thereto, together with County's Certificates 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

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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: JKC3H8, L.P., a Nevada Limited Partnership
Attn.: John Kamps
1915 Moffat Blvd.
Manteca, CA 95336

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 AND FORUM

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. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration,

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shall be brought in the County of El Dorado, 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 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 Acquisition Properties exceeding a period of one month.

26. 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 properties:

1. The Seller's remaining property on APN 051-250-016 and -017 will be cleared, grubbed, graded, and seeded in order to establish permanent erosion control prior to returning to Seller.

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2. Construct two (2) aprons within the curb/gutter to accommodate two (2) future driveways onto the proposed Bradley Drive alignment at the approximate locations shown on the attached Exhibit L. Seller will be required to obtain all necessary permits to construct driveways at these locations and shall meet all applicable County requirements that apply at the time the permit application(s) are submitted.
3. Perform finish grading of the Seller's remaining property on APN 051-250-016 and -017 to match the approximate contour elevations shown on Exhibit L.

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 that are removed, 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 their maintenance and repair.

27. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties (Assessor's Parcel Numbers 051-250-016, -017, -022, and -048) where necessary, to perform the work as described in Section 26 of this Agreement.

28. EFFECTIVE DATE

This Agreement shall be effective when signed by both Parties.

29. TITLE VI, 1964 CIVIL RIGHTS ACT

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The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

30. 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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31. 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.

SELLER: JKC3H8, L.P., a Nevada Limited Partnership

Date: _____ By: _____
Signature

Print Name

Title

COUNTY OF EL DORADO:

Date: _____ By: _____
Wendy Thomas, Chair
Board of Supervisors

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk