

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County") and JAMES R. KIDDER, as Trustee of the JAMES R. KIDDER TRUST ESTABLISHED April 17, 1998, referred to herein as ("Seller") with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit "A" and as depicted on Exhibit "B" (the "Property").
- B. County desires to purchase the Property for public purposes, and Seller desires to sell the 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. PURCHASE AND SALE AND PURCHASE PRICE

Seller hereby agrees to sell to County and County hereby agrees to purchase from Seller, the Property, which shall include all water and mineral rights below the surface of the Property. The total purchase price for the Property is \$13,600.00 (Thirteen Thousand Six Hundred Dollars, exactly). County shall pay the Purchase Price in cash or other immediately available funds at Close of Escrow (as such term is hereinafter defined), plus County's share of costs, fees and expenses to be borne by County pursuant to this Agreement.

2. ESCROW

The purchase and sale of the Property shall be consummated by means of Escrow No. CP-203917-LE which has been opened at Inter-County Title Co., 3370 Country Club Dr., Cameron Park, CA 95682 ("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 Property. Seller and County agree to deposit in escrow all instruments, documents, and writing identified or reasonably required to close escrow.

3. ESCROW AND OTHER FEES

County shall pay the following fees and costs associated with the transfer of title to the County:

- (i) the Escrow Holder's fees; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance, if desired by the County; and (iv) documentary transfer tax, if any;
- (v) reconveyance fees for any full or partial reconveyance of a deed of trust; (vi) all costs of executing and delivering the Grant Deed.

Additional costs, as specified below, shall be paid by Sellers:

- A. All costs and expenses of clearing title to the Property which include, but are not limited to:
 - (i) prepayment penalties associated with the payment of the principal balance of any outstanding bond, if any; and
 - (ii) prepayment penalty for any full or partial reconveyance of a deed of trust;

4. TITLE

Seller shall by Grant Deed convey to County title to the Property, free and clear of title defects, liens, encumbrances, taxes and deeds of trust. Title to the Property shall vest in the County subject only to (i) covenants, conditions, restrictions and reservations of record, if any; and (ii) easements or rights of way over the land for public or quasi-public utility or public road purposes. Seller agrees all other exceptions to title will be removed prior to Close of Escrow.

The 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 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.

5. WARRANTIES

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, 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 deed.

6. 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 Purchase Price 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, and any pre-payment penalty for any full reconveyance of a deed of trust.

Escrow Holder shall deduct and pay from the Purchase Price any proration credits due to County for real property taxes and assessments directly to the El Dorado County Tax Collector's Office in lieu of refunding such amounts to County through escrow.

7. 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, defend and hold County harmless from any claim arising therefrom. Seller authorizes Escrow Holder to deduct and pay from the Purchase Price 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 to Close of Escrow.

8. NO ENVIRONMENTAL VIOLATIONS

Seller represents and warrants that, to the best of Seller's knowledge, the 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 Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

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 Property by the County shall commence on July 31, 2000, or the Close of Escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 1 herein includes but is not limited to full payment for such possession and use, including damages, if any from said date.

10. ACCESS

It is the intent of the parties to provide access as described below in accordance with the map attached hereto as Exhibit "C". County and Seller agree that, in conjunction with Seller's proposed development, as may be amended, Seller may apply, and County shall issue, a commercial driveway encroachment permit for driveway entrances at existing Matrix Court, and opposite Toyon Drive, subject to the provisions of County Encroachment Ordinance, Ordinance Code section 12.08, et seq., and any amendments thereof, and review and approval of design specifics by the County, the review

of and issuance of said permits which will not be unreasonably withheld. In the event that CALTRANS relinquishes back to the County that portion of Old Highway 49 depicted on Exhibit "C", and the County in turn agrees to relinquish or abandon that same property to the respective property owners that abut said property, County and Seller agree that Seller may apply, and County shall issue, subject to Ordinance Code section 12.08, et seq., a commercial driveway encroachment permit, for a driveway entrance to Seller's proposed development from Pleasant Valley Road at the point of the existing intersection with Old Highway 49, as shown on Exhibit "C", and subject to review and approval of design specifics by the County, the review of and issuance of said permits which will not be unreasonably withheld. County intends to construct this encroachment as depicted on Exhibit "C" and shown in detail at sheet C-7 of County's construction drawings included herein as Exhibit "D".

County shall provide, as part of the relinquishment, that the access road will be used as a common driveway and will not be blocked by abutting property owners. As part of the County's proposed SR 49/ Fowler Lane Intersection Realignment and Signalization Project, County has agreed to stripe the roadway in the vicinity of Seller's property, as depicted on Exhibit "C" to permit left turns in and left turns out of Matrix Court and the proposed driveway opposite Toyon Drive.

11. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims of damage that Seller may have relating to the public project for which the Property is conveyed and purchased and Seller hereby waives any and all claims of the Seller relating to said Project that may exist on the date of this Agreement.

12. 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.

13. REAL ESTATE BROKER

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

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder a Grant Deed for the 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 the Close of Escrow, funds in an amount equal to the Purchase Price plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificate of Acceptance to be attached to and recorded with the Grant Deed.

C. Escrow Holder shall:

- (i) Record the Grant Deed together with County's Certificate of Acceptance.
- (ii) Cause the policy of title insurance to be issued; and
- (iii) Deliver the Purchase Price to Seller minus the prorations, costs, fees and expenses to be borne by Seller as herein provided.

15. TIME OF THE ESSENCE

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. (California time) on the date set for the Close of Escrow as the same may have been extended by written agreement of the parties hereto, escrow shall terminate and the purchase and sale contemplated hereby shall be null and void.

The escrow shall be closed on the date the deed is recorded. [The escrow shall be considered to be in a condition to close when the Escrow Holder is authorized under the escrow instructions, and when the Escrow Holder is otherwise able, to record the Grant Deed.] The escrow must be closed no later than 07/31/00, unless the closing date is extended pursuant to the terms of this Contract; provided, however, that this closing date shall not be extended beyond 08/14/00.

16. 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.

17. 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 James R. Kidder
4068 Mother Lode Dr., Suite C
Shingle Springs, CA 95682

COUNTY Sam Bradley, Chairman of the Board of Supervisors
COUNTY OF EL DORADO
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attention: Brook Baxter

18. 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.

19. 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.

20. HEADINGS

The heading 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.

21. 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.

22. ATTORNEYS' 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.

23. 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.

24. 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.

JAMES R. KIDDER TRUST

ESTABLISHED APRIL 17, 1998

Date June 20, 2000

James R. Kidder
JAMES R. KIDDER, TRUSTEE

COUNTY OF EL DORADO

Date: June 27, 2000 By:

William S. Bradley

WILLIAM S. BRADLEY
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE

Clerk of the Board of Supervisors

By:

Margaret L. Moody
Deputy Clerk

6-27-2000

EXHIBIT 'A'
LEGAL DESCRIPTION

All that portion of the real property described in the deed recorded in Book 2907, at Page 107, on file in the office of the El Dorado County Recorder, being a portion of Lot 2, Block 1, and a portion of Main Street between Blocks 1 and 11, as said lots and blocks are shown on the Official Map of the Townsite of Diamond Springs, on file in the office of said Recorder, County of El Dorado, State of California, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Pleasant Valley Road, as said right-of-way line is shown on the map titled "Right of Way Record Map, Pleasant Valley Road No. 77, Project No. SS-28", dated December 13, 1977, on file in the office of the El Dorado County Department of Transportation, from which point the southeast corner of said lands bears N.56°44'08"E. 17.959 meters (58.92 feet); **thence from said point of beginning** S.56°44'08"W. 13.191 meters (43.28 feet) to the beginning of a 109.713 meter (359.95 foot) radius curve to the right; thence southwesterly along said curve 54.051 meters (177.33 feet), through a central angle of 28°13'38", subtended by a chord which bears S.70°50'57"W. 53.506 meters (175.54 feet); thence on a non-tangent line S.87°46'25"W. 50.995 meters (167.31 feet) to the beginning of a 14.546 meter (47.72 foot) radius curve to the right; thence northwesterly along said curve an arc distance of 9.919 meters (32.54 feet) through a central angle of 39°04'15", and subtended by a chord which bears North 72°41'20" West 9.728 meters (31.92 feet) to a point of cusp with a 144.200 meter (473.10 foot) radius non-tangent curve concave northerly, a point on the new Pleasant Valley Road right-of-way line; thence leaving said existing right-of-way line easterly along said curve and new right-of-way line an arc distance of 33.856 meters (111.08 feet) through a central angle of 13°27'09", and subtended by a chord which bears South 88°09'16" East 33.779 meters (110.82 feet) to the beginning of a 207.200 meter (679.79 foot) radius compound curve to the left; thence easterly along said curve an arc distance of 92.288 meters (302.78 feet) through a central angle of 25°31'11", subtended by a chord which bears N.74°10'23"E. 91.527 meters (300.28 feet) to the point of beginning, containing 0.0263 Hectares (0.065 Acres), more or less.

See attached Exhibit 'B'.

TOGETHER WITH an easement for public utilities, slope construction, maintenance, and drainage over, under, and across the following described area:

Beginning at a point on the northerly right-of-way line of Pleasant Valley Road, as said right-of-way line is shown on the map titled "Right of Way Record Map, Pleasant Valley Road No. 77, Project No. SS-28", dated December 13, 1977, on file in the office of the El Dorado County Department of Transportation, from which point the southeast corner of said lands bears N.56°44'08"E. 17.959 meters (58.92 feet); **thence from said point of beginning** and leaving said right-of-way line 64.230 meters (210.73 feet) southwesterly and westerly along the arc of a 130.131 meter (426.94 foot) radius non-tangent curve concave northerly, through a central angle of 28°16'49", subtended by a chord which

bears S.75°01'24"W. 63.580 meters (208.60 feet); thence on a non-tangent line N.87°22'48"W. 30.980 meters (101.64 feet); thence S.88°48'41"W. 34.853 meters (114.35 feet) to a point on the aforementioned right-of-way line, a point on a 14.546 meter (47.72 foot) radius non-tangent curve concave to the northeast; thence southeasterly along said curve an arc distance of 9.956 meters (32.66 feet) through a central angle of 39°13'03", subtended by a chord which bears S.33°32'41"E. 9.763 meters (32.03 feet) to the beginning of a 144.200 meter (473.10 foot) radius non-tangent curve concave northerly, a point on the new Pleasant Valley Road right-of-way line; thence leaving said existing right-of-way line easterly along said curve and new right-of-way line an arc distance of 33.856 meters (111.08 feet) through a central angle of 13°27'09", and subtended by a chord which bears South 88°09'16" East 33.779 meters (110.82 feet) to the beginning of a 207.200 meter (679.79 foot) radius compound curve to the left; thence easterly along said curve an arc distance of 92.288 meters (302.78 feet) through a central angle of 25°31'11", subtended by a chord which bears N.74°10'23"E. 91.527 meters (300.28 feet) to the point of beginning, containing 0.0677 Hectares (0.167 Acres), more or less.

See attached Exhibit 'B'.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801 & 8802 of the State Resources Code. All distances are grid distances. To obtain ground distances, divide by 0.99985645.

This description has been carefully reviewed and I certify and seal it to be accurate to the best of my knowledge and belief as described herein. Any change, addition, or deletion of any part of this description will act to void any warranty or responsibility, express or implied, that I may have towards the subject property. Any responsibilities or warranties relieved of me in the above manner will automatically transfer to the party responsible for changing this description.



APN 054:351:29
2907-OR-107

7.315m(24') ROAD ESMT.
PER 499-OR-94

NOTE: RIGHT-OF-WAY TAKE AREA = 0.0263 Hectares
NOTE: SLOPE & P.U.E. AREA = 0.0677 Hectares

SLOPE & PUBLIC UTILITY EASEMENT LINE
(TIE) N56°44'08"E
17.959 m

NEW R/W LINE

SCALE: 1:1000

STATE HIGHWAY 49

EXIST. R/W LINE

ROAD

P.O.B.

VALLEY

PLEASANT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 56°44'08" W	13.191 m
L2	S 87°46'25" W	50.995 m
L3	N 87°22'48" W	30.980 m
L4	S 88°48'41" W	34.853 m

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	54.051 m	109.713 m	28°13'38"	S70°50'57"W	53.506 m
C2	9.919 m	14.546 m	39°04'15"	N72°41'20"W	9.728 m
C3	33.856 m	144.200 m	13°27'09"	S88°09'16"E	33.779 m
C4	92.288 m	207.200 m	25°31'11"	N74°10'23"E	91.527 m
C5	64.230 m	130.131 m	28°16'49"	S75°01'24"W	63.580 m
C6	9.956 m	14.546 m	39°13'03"	S33°32'41"E	9.763 m

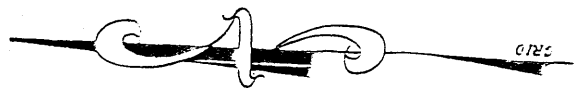
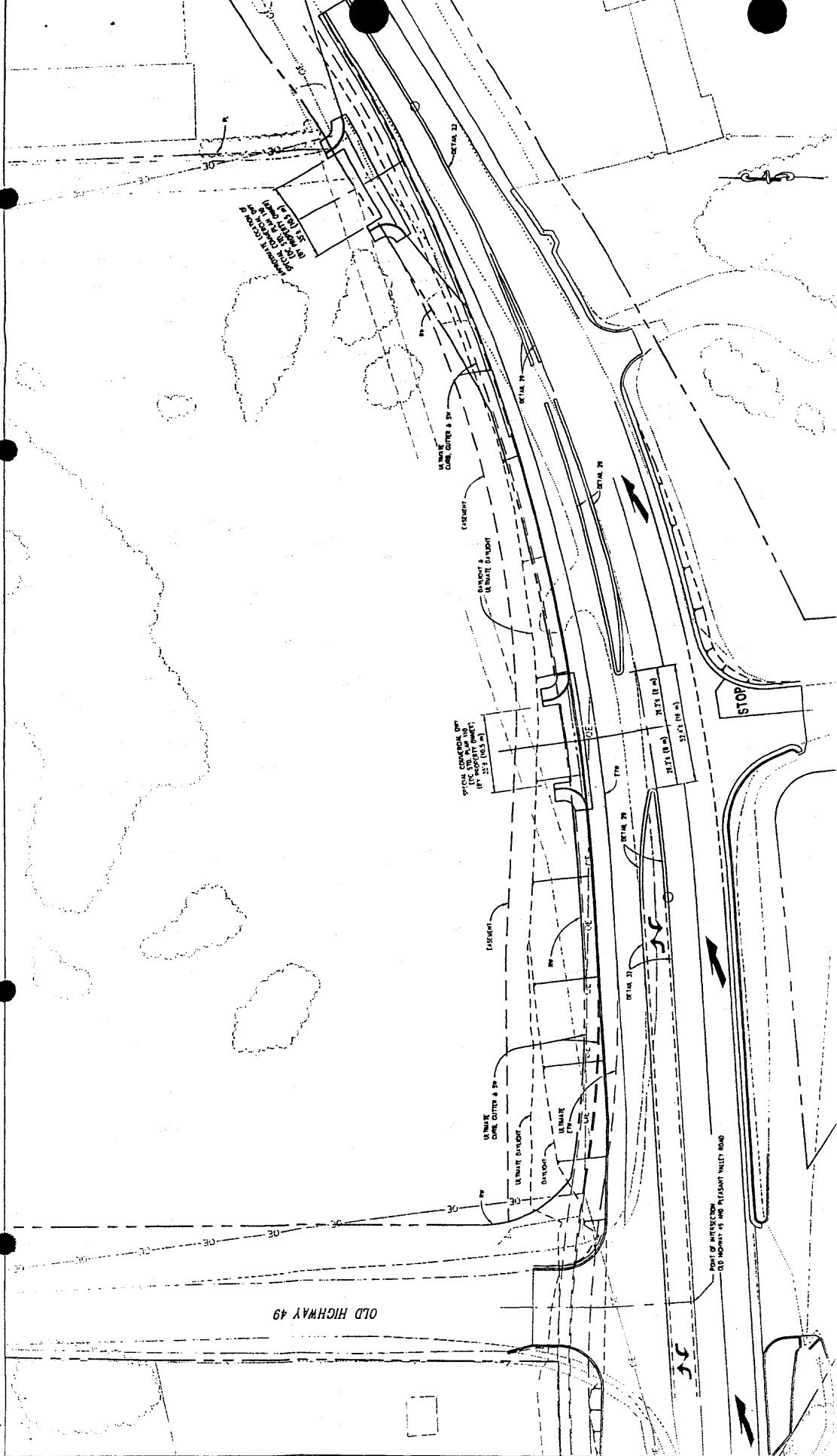


EXHIBIT B



OLD HIGHWAY 49

POINT OF INTERSECTION
OLD HIGHWAY 45 AND PLEASANT VALLEY ROAD

1"=20'

EXHIBIT 'C' COMMERCIAL DRIVEWAYS
 HIGHWAY 49 AND FOWLER LANE
 INTERSECTION REALIGNMENT
 AND SIGNALIZATION



EL DORADO COUNTY
 DEPARTMENT OF TRANSPORTATION

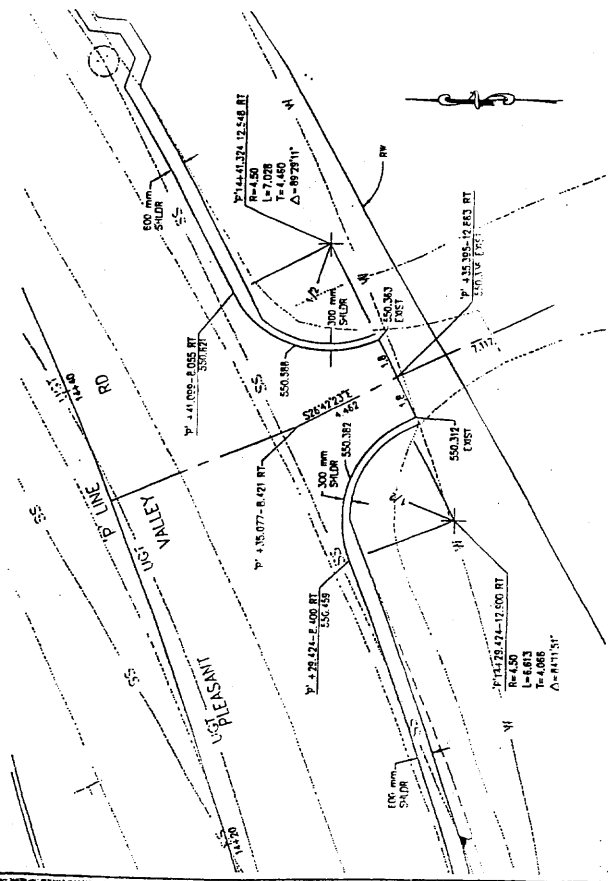
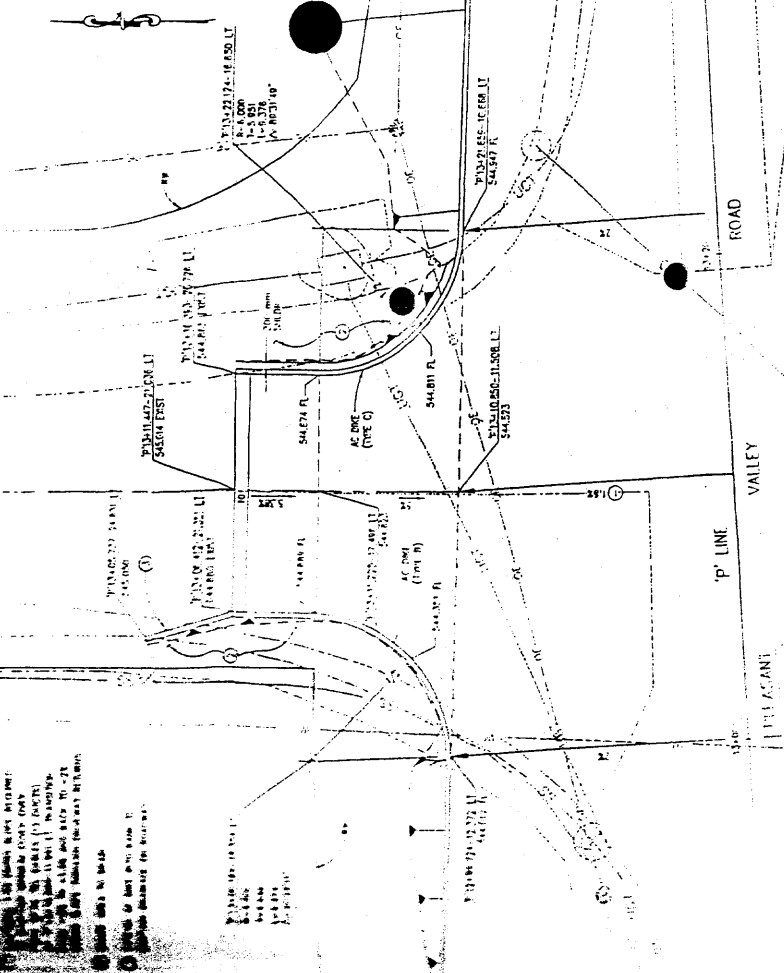
DESIGNED BY	PAV	SOA
CHECKED BY	RSS	DATE
DATE	06/18/00	PROJECT NO.
SCALE	AS SHOWN	030

NO.	DATE	REVISION

REVISION

EXHIBIT D

1. ALL DIMENSIONS ARE IN FEET.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



1 DRIVEWAY DETAIL - P'14-35.077
1:100

2 DRIVEWAY DETAIL - P'14-35.077
1:100

DRIVEWAY DETAILS
 SCALE: AS SHOWN
 SHEET
 C-7
 OF
 7334

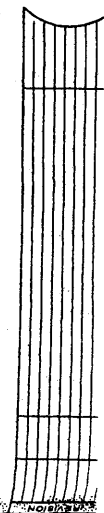


EL DORADO COUNTY
 DEPARTMENT OF TRANSPORTATION

HIGHWAY 49 AND FOWLER LANE
 INTERSECTION REALIGNMENT
 AND SIGNALIZATION

REVISIONS

NO.	DATE	BY	REVISION



WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated _____ from
JAMES R. KIDDER, as Trustee of the JAMES R. KIDDER TRUST ESTABLISHED April 17, 1998, to the
County of El Dorado, a political subdivision of the State of California, is hereby accepted by order of the Board
of Supervisors of the County of El Dorado on 6-27-2000 and the grantee consents to the recordation
thereof by its duly authorized officer.

Dated this 27th day of June, 2000.

County of El Dorado

By: William S. Bradley
Chairman, Board of Supervisors

WILLIAM S. BRADLEY

ATTEST:
DIXIE L. FOOTE,
Clerk of the Board of Supervisors

By: Margaret L. Moody
Deputy
6-27-2000