

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

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 the **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, 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” (the “Property”).
- B. County desires to purchase an interest in the Property as a fee interest, described and depicted in Exhibit “B-1” and “B-2” and the exhibits thereto, and a slope and drainage easement described and depicted in Exhibit “C” and the exhibits thereto, and an EID utility easement described and depicted in Exhibit “D” and the exhibits thereto, and a PG&E/AT&T utility easement described and depicted in Exhibit “E” and the exhibits thereto, and temporary construction easements described and depicted in Exhibit “F-1” and “F-2”, which are attached hereto and 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:

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by the Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in Exhibit "B-1" and "B-2" and the exhibits thereto, and as described and depicted in Exhibit "C" and the exhibits thereto, and as described and depicted in Exhibit "D" and the exhibits thereto, and as described and depicted in Exhibit "E" and the exhibits thereto, and as described and depicted in Exhibit "F-1" and "F-2", which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$99,656.00** for the Fee acquisition, **\$28,915.00** for the Slope and Drainage Easement, **\$5,961.00** for the EID easement, **\$1,664.00** for the PG&E/AT&T easement, **\$5,060.00** for the 24 month Temporary Construction Easement, and **\$6,137.00** for the 12 month Temporary Construction Easement. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is **\$147,393.00 (One-hundred Forty-seven Thousand Three-hundred Ninety-three Dollars, exactly)**.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10789, which has been opened at Placer Title Company ("Escrow Holder"), located at 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA, 95762, with Becky Slak, Escrow Officer. 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

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

recordation of 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 August 31, 2013, 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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Acquisition Properties; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall grant to the County the Acquisition Properties, free and clear of title defects, liens, and encumbrances that would render the Acquisition Properties unsuitable for its intended purpose, as outlined herein.

6. 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.

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

- 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 Agreement section and elsewhere in this Agreement shall survive delivery of the Acquisition Properties.

7. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the parties acknowledge and agree that the parties have entered into the Possession and Use Agreement dated November 14, 2012, granting the County the right to possession and use of the Acquisition Properties 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 US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements. 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.

8. 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.

9. 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.

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

10. 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.

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds, Slope and Drainage Easement Deed, EID Utility Easement Deed, PG&E/AT&T Utility Easement Deed, and the Temporary Construction Easement Deeds 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 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 as described and depicted in Exhibit "B-1" and "B-2" and the exhibits thereto, and a Slope and Drainage Easement described and depicted in Exhibit "C" and the exhibits thereto, and an EID Utility Easement described and depicted in Exhibit "D" and the exhibits thereto, and a PG&E/AT&T Utility Easement described and depicted in Exhibit "E" and the exhibits thereto, and Temporary Construction Easements as described and depicted in Exhibit "F-1" and "F-2", together with County's Certificates of Acceptance.

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

(ii) Deliver the just compensation to Seller.

12. 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.

13. 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.

14. 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: Presbytery of Sacramento
9983 Folsom Boulevard
Sacramento, CA 95827**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

**COPY TO: County of El Dorado
Transportation Division
2850 Fairlane Court
Placerville, CA 95667**

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

20. 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.

21. CONSTRUCTION CONTRACT WORK

A) County or County's contractor will install a metal beam guardrail within the new right of way adjacent to the west bound off ramp and near the southerly boundary of the subject Property as depicted on the attached Exhibit "G" plan sheet, with the length, placement, and final location of the guardrail determined by the County and Caltrans.

B) County or County's contractor will provide for the relocation of the existing septic system's leach field, relocation or reasonable screening of the existing propane tank, replacement of any landscaping disturbed by reconfiguration of any of the parking lot areas, and the new planting of a row of evergreen trees 5' – 6' in height spaced 10'-15' apart for the length of the new southerly property line.

C) County or County's contractor will, at the time of construction, install any erosion control materials as specified in the project contract documents, adjacent to the construction areas for the relocated Tong Road and west bound off-ramp for US Hwy. 50. The relocation of any and all utilities within the existing and newly created utility easements will be performed by County or County's contractor or by the applicable utility (e.g. PG&E, AT&T or EID, etc.). 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.

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789

22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property (Assessor's Parcel Number: 122-720-05) where necessary to perform the work as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, the County will not be responsible for any maintenance, upkeep or repair of the areas that are reconstructed and re-landscaped that lie within the boundaries of the Property.

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.

Seller: Presbytery of
Sacramento
APN: 122-720-05
Project#: 71328
Escrow#: 205-10789


SELLER:

PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION

Date: 2/27/13


By: MARIE E. SEGUR
Its: Treasurer & Member, Budget and
Finance Committee

Date: 2/26/13


RICHARD MCCORMAC
Its: Member, Budget and Finance Committee

COUNTY OF EL DORADO

Date 4/9/13


Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrisin,
Clerk of the Board of Supervisors

By: 

Order No. 205-10789
UPDATE
Version 5

**EXHIBIT "A"
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B. & M., BEARS THE FOLLOWING (3) COURSES AND DISTANCES: (1) NORTH 81 DEGREES 22 MINUTES 06 SECONDS WEST 424.03 FEET; (2) NORTH 15 DEGREES 29 MINUTES 53 SECONDS WEST 433.11 FEET; (3) NORTH 89 DEGREES 25 MINUTES 51 SECONDS EAST 25.08 FEET; THENCE FROM THE POINT OF BEGINNING NORTH 80 DEGREES 25 MINUTES 40 SECONDS EAST 482.82 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 2,340.00 FEET AN ARC DISTANCE OF 44.73 FEET; THENCE NORTHWESTERLY TO A POINT FROM WHICH THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 25 MINUTES 51 SECONDS WEST 986.43 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 51 SECONDS WEST 393.00 FEET; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NO.: 122-720-05-100

EXHIBIT "B-1"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

CT#
APN 122-720-05

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

Above Section for Recorder's Use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION**, 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 addition, the Grantor hereby releases and relinquishes to the grantee, any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to the adjacent freeway right of way as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this _____ day of _____, 2013.

GRANTOR: PRESBYTERY OF SACRAMENTO, A CALIFORNIA NON-PROFIT CORPORATION

By: _____
MARIE E. SEGUR
Its: Treasurer & Member,
Budget and Finance Committee

By: _____
RICHARD MCCORMAC
Its: Member, Budget & Finance Committee

NOTARY ACKNOWLEDGMENT FOLLOWS

EXHIBIT A

APN 122-720-05

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of the Parcel described in the CORPORATION GRANT DEED from Triumphant Life Church to Presbytery of Sacramento, recorded October 16, 2002 in Document Number 2002-0078796, El Dorado County Records, more particularly described as follows:

FEE

All that portion of said property lying south and southwesterly of the following described line:

Commencing at a 6"x 6" concrete monument with brass pin marking the southwesterly corner of last said Parcel, also being the southwesterly corner of TRACT 1, as shown on the map titled "RECORD OF SURVEY", filed in Book 18 of Record of Surveys, at Page 97, El Dorado County Records; thence along the westerly line of last said Parcel, North 09°45'04" East, 182.68 feet to the **Point of Beginning**; thence leaving last said westerly line, South 68°07'43" East, 134.83 feet to the beginning of a curve concave northeasterly, having a radius of 700.00 feet and a chord bearing South 83°17'50" East 366.32 feet; thence southeasterly through a central angle of 30°20'14", 370.64 feet along said curve to the southeast corner of last said TRACT 1 and a 3/4" Iron Pipe stamped RCE 20329-1991, as shown on last said Record of Survey and the **Point of Termination**.

Containing 32,910 square feet or 0.76 acres, more or less.

See Exhibit "B", attached hereto and made a part hereof.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee, any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Matthew Stringer, LS 8151



January 25, 2013
Date

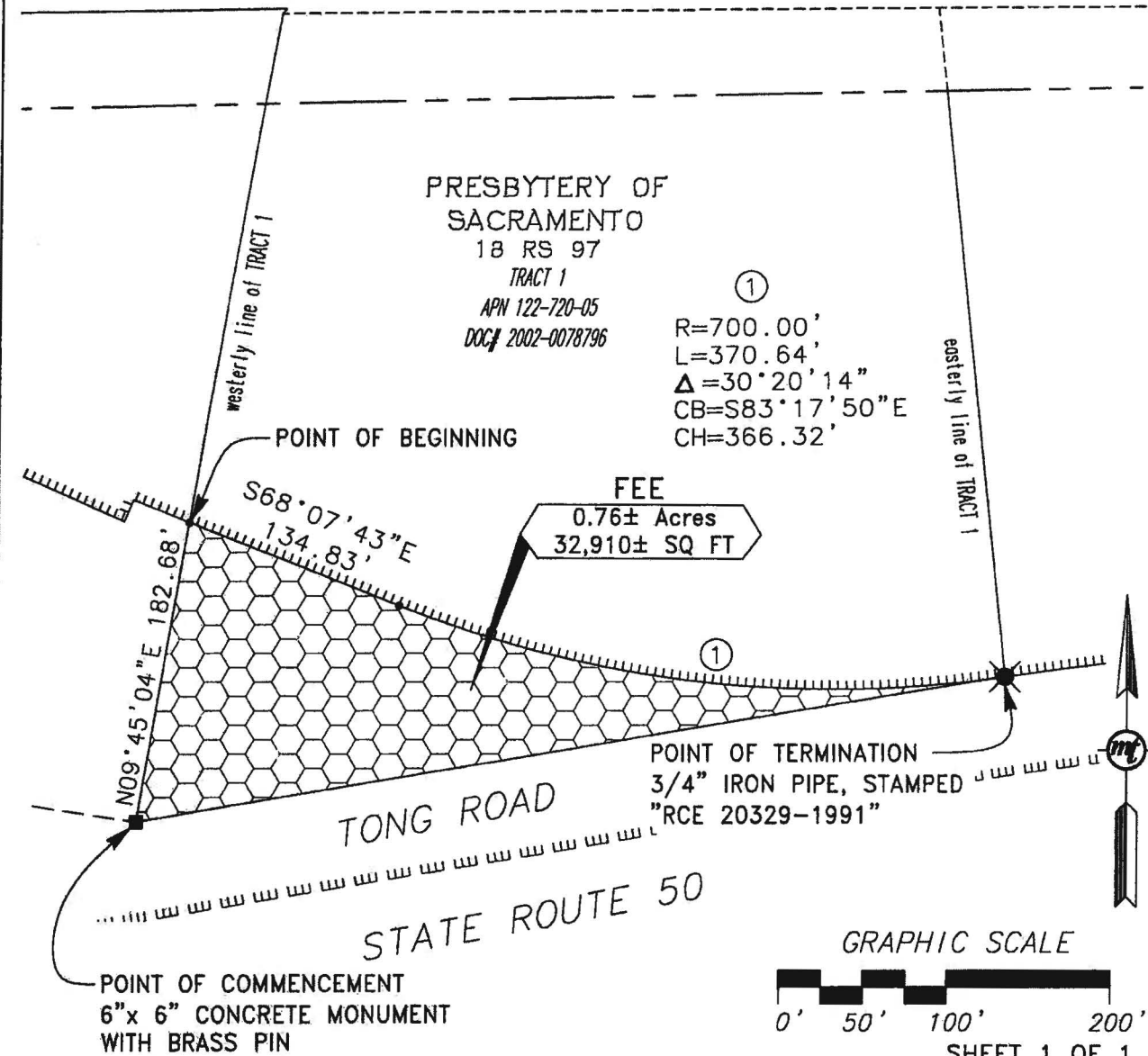
EXHIBIT "B"

LEGEND

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT
- TYPICAL



Matthew J. Strider
 January 25, 2013





 DWG. BY RPM
 CK. BY MJS
 SCALE
 1"=100'

EXHIBIT "B"
 APN 122-720-05
 IN THE COUNTY OF EL DORADO
 STATE OF CALIFORNIA

Mark Thomas & Co., Inc.
 7300 Folsom Blvd, Ste. 203
 Sacramento, CA 95826
 (916) 381-9100