

**COHEN  
APN 033-542-10  
JN 95047**

**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 **FRED BARRY COHEN**, a single man ("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 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. The total purchase price for the Property is Two Thousand Dollars (\$2,000.00) (the "Purchase Price"). 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.

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**2. ESCROW.**

The purchase and sale of the Property shall be consummated by means of Escrow No. 0902-753384 which has been opened at First American Title Insurance Company, Attention: Linda Hansen-Gordon ("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, which shall occur on or before August 15, 2004, or such other date as the parties hereto shall mutually agree in writing.

**3. ESCROW AND OTHER FEES.**

Seller shall pay all costs and expenses, up to a maximum of \$1,000, of clearing title to the Property, except those identified herein below which are to be paid by County, and any costs of executing and delivering the Grant Deed.

County shall pay: (i) the Escrow Holder's fees; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance; (iv) documentary transfer tax, if any; (v) prepayment penalties associated with the payment of the principal balance of any outstanding bond; and (vi) reconveyance fees, forwarding fees or pre-payment penalty for any full reconveyance of a deed of trust.

**4. TITLE.**

Seller shall by Grant Deed convey to County fee simple title to the Property, free

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and clear of all title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Property shall vest in the County of El Dorado subject to: (i) covenants, conditions, restrictions and reservations of record, if any; (ii) easements or rights of way over the land for public or quasi-public utility or public road purposes; and (iii) exceptions numbered 1 and 2 paid current, and subject to exceptions 3 through 6 inclusive, contained in First American Title Insurance Company Preliminary Title Report No. 0902-753384, dated as of December 8, 2003, and (iv) the conditions listed in the Grant Deed. Seller agrees all other exceptions to title will be removed prior to Close of Escrow.

Seller shall provide to County a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County of El Dorado.

**5. 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.

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



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escrow.

**6. 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, including but not limited to the South Tahoe Public Utility District. Seller agrees to indemnify and hold County harmless from any claims 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.

**7. 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.

**8. POSSESSION.**

Full possession of the Property shall be delivered to County at Close of Escrow.

**9. WAIVER OF CLAIMS.**

This Agreement is full consideration for all claims of damage that Seller may

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have relating to the public project for which the Property is 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.

10. **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.

11. **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.

12. **REAL ESTATE BROKER.**

Neither Seller nor County has employed a broker or sales agent in connection with the purchase and sale of the Property and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

13. **CONDITIONS OF SALE.**

County acknowledges and agrees that Seller grants the easement under the following conditions :

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a) Grantor shall have the right to transfer from the property on or before July 1, 2009, the base allowable land coverage in an amount not-to exceed 1% of the parcel area and one residential development right recognized by the Tahoe Regional Planning Agency (TRPA) as banked and available on the subject property in a letter written by and on file with TRPA and dated April 16, 2004; and

b) On or before July 1, 2009, upon request of Grantor or Grantor's heirs, personal representatives, successors in interests or assigns, the Grantee shall tender upon Grantor's request any and all instruments which may reasonably be requested by Grantor for the purpose of perfecting the transfer of said land coverage and/or residential development right.

**14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.**

A. Seller shall execute and County shall deliver to Escrow Holder a Grant Deed for the Property not later than one (1) week prior to the Close of Escrow, for delivery to County at Close of Escrow.

B. County shall deliver to Escrow Holder not later than one (1) day 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



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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.

**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

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and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: FRED BARRY COHEN  
P.O. Box 550181  
South Lake Tahoe, CA 96155**

**COUNTY: COUNTY OF EL DORADO  
Department of Transportation  
924B Emerald Bay Road  
South Lake Tahoe, CA 96150**

**18. ATTORNEYS' FEES.**

In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

**19. EFFECTIVE DATE.**

This Agreement shall be effective as of the last date written below.

**ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors**

**COUNTY OF EL DORADO**

By Cynthia Johnson  
DEPUTY 7/20/04

Date: 7/20/04

By [Signature]  
Chairman, Board of Supervisors

**RUSTY DUPRAY**



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**Exhibit "A"**

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

LOT 650, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MOUNTAIN VIEW ESTATES UNIT NO. 6", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON AUGUST 4, 1961, IN MAP BOOK "C", AT PAGE 82.

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