El Dorado Gold 1848
4521 Lakeshore Court
Shingle Springs, California 95682

19 March 2021

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

Dear Supervisors:

El Dorado Gold 1848 (EDG1848) was incorporated specifically to acquire and historically preserve the two county-owned buildings located at 515 and 525 Main Street in Placerville.

Though initially identified as the El Dorado County Historical Society's proposal, all of the participants of the newly-formed EDG1848 were associated in some way with the Proposal Team from the Original and Refined proposals submitted by the Historical Society. The heart, creative minds and the proposal effort have never changed. As you can see from the information presented below, there isn't a more dedicated and sincere group of individuals than those involved in this venture.

Please accept the following information in response to your request for a 'best and final offer' from El Dorado Gold 1848 (EDG1848).

For a clear perspective, here is the timeline which reflects the diligence of El Dorado Gold 1848's endeavors in the good faith negotiations with the County regarding the purchase:

- 04-20-2020: Sue Taylor, EDCH Building Preservation Chair, sent a letter to the Board of Supervisors regarding the designation of the properties at 515 and 525 Main Street as surplus. (Exhibit A)

- 06-09-2020: Jill Kearney, President of the El Dorado County Historical Society, submits a letter to the Board of Supervisors regarding the Society's interest in partnership options with El Dorado County to preserve and restore 515 and 525 Main Street. (Exhibit B)

- 06-20-2020: Kris Payne sends an email to the President of the El Dorado Historical Societies confirming the decision by the Board of Supervisors on June 16, 2020) to begin official discussions with the Historical Society for acquiring the properties. (Exhibit C)

- July 30, 2020: Jill Kearney, President of the El Dorado County Historical Society, emails Laura Schwartz requesting a meeting with County representatives to establish a working relationship and Laura Schwartz's acknowledgement stating: The Board would like to confirm the Historical

Society's interest in these buildings and schedule a follow up meeting to further negotiations. . (Exhibit D)

- 08-10-2020: Jill Kearney and Laura Schwartz correspond regarding proposed 'walk through' dates for inspection of both buildings. (Exhibit E)

- 09-25-2020: original proposal dated September 23, 2020 electronically submitted to the Board of Supervisors and staff by the El Dorado County Historical Society to acquire both buildings. (Exhibit F)

- 10-17-2020: Refined proposal electronically submitted to the Board of Supervisors and staff reflecting an offer to purchase both buildings for $125,000.00. (Exhibit G)

- 10-19-2020: Good Faith Effort check for $15,000.00 (U.S. Gold Panning Association) hand-carried by Kris Payne to CAO's office with Copy of Refined Proposal. (Exhibit G1)

- 10-20-2020: The Board of Supervisors unanimously agrees to negotiate the purchase/sale of 515 and 525 Main Street based upon the proposal submitted on 10-17-2020. (Exhibit H)

- 10-26-2020: Requests for Proposals for insurance coverage submitted to four El Dorado County Insurance agencies. (Exhibit I)

- 10-28-2020: A letter from Russ Fackrell to City of Placerville Planning Commission/Planning Department stating: "In accordance with Government Code section 65402, this letter serves as formal notice to the City of Placerville regarding the proposed conveyance of the above referenced properties [515 and 525 Main Street] to the El Dorado County Historical Society to restore, preserve, or both, for the benefit of citizens of the county, the historical nature of the property." (Exhibit J)

- 11-09-2020: Articles of Incorporation for El Dorado Gold 1848 was filed with the California Secretary of State. (Exhibit K)

- 11-13-2020: Escrow Account P-449144 was opened at Placer Title in Placerville with a $15,000.00 good-faith contribution from United States Gold Panning Association. (Exhibit L)

- 11-17-2020: Placerville Planning Commission regular meeting minutes state (under New Business, item 7. 515 & 525 Main Street) that the El Dorado County's disposition of real property within City limits to El Dorado County Historical Society is in conformance with the City's General Plan. (Exhibit M)

- 12-31-2020: As requested by Russ Fackrell to clarify/solidify the purpose of El Dorado Gold 1848, Restated Articles of Incorporation are filed with the Secretary of State, clarifying the third paragraph of Section III: "The specific purpose of this corporation is to create a Museum to display heritage and enhance future endeavors through education, the preservation of historic buildings and historical artifacts." (Exhibit N)

- 02-04-2021: Kevin Gilliland sent an email to Kris Payne, Jill Kearney and Rich Mason outlining some timeline requirements to meet the Board of Supervisor's schedule for execution of the Purchase and Sale Agreement on 3/16 and close of escrow on 3/19. (Exhibit O)

- 02-08-2021: An additional $10,000.00 was contributed by a member of the EDG1848 Board of Directors and deposited with Placer Title. (Exhibit P)

- 02-08-2021: By electronic transfer, $75,000.00 was contributed by the El Dorado County Historical Museum on behalf of the El Dorado County Historical Society and deposited with Placer Title, bringing the total amount deposited to $100,000.00. (Tab Q)

- 02-19-2021: Kevin Gilliland sent an email to EDG1848 with the Final Purchase and Sale Agreement (Agreement No. 5342) with Exhibit B: Grant Deed. Following a meeting of the Board of Directors of EDG1848, the document was signed by the President and Secretary of EDG1848 was hand-carried to Russ Fackrell by Kris Payne. (Exhibit R)

- 02-19-2021: A bid for repairs/replacement of roofs of both buildings is obtained in the amount of $34,315.00. (Exhibit S)

- 03-02-2021: The President of EDG1848 sent an email with an attached letter addressed to the Board of Supervisors to Supervisor John Hidahl requesting that the Board accept a modification of the original purchase agreement to allow for the roof repair/replacement to begin immediately after close of escrow noting that, if the modification is not acceptable, EDG 1848 would 'continue with the current agreement of $125,000.00'. (Exhibit T)

- 03-05-2021: Insurance coverage is secured by EDG1848 in anticipation of the close of escrow on March 19, 2021. (Exhibit U)

- 03-08-2021: Kris Payne, Vice President of EDG1848, sent an email to Russ Fackrell in response to Russ's question regarding El Dorado Gold 1848 and its preservation plan for 515 & 525 Main Street. (Exhibit V)

Therefore, here is the 'best and final offer' from El Dorado Gold 1848 for the purchase of both properties located at 515 and 525 Main Street in Placerville:

- **Price and Terms of Sale:** With the complete understanding that repair/replacement of the roofs of both buildings by EDG1848 immediately following the close of escrow will be necessary, the purchase price shall be **$125,000.00**.

- **The Use of Both Buildings**:

  - 515 Main Street will become the **El Dorado County History and Education Center** and will include displays and recognition of the **Legends of El Dorado County** including: Charlie Parkhurst, Hank Monk, Snowshoe Thompson, John Studebaker, the Heritage Families of El Dorado County, the Historical Placerville Post Office, the Pony Express, the Wagon Train, the

Parkhurst, Hank Monk, Snowshoe Thompson, John Studebaker, the Heritage Families of El Dorado County, the Historical Placerville Post Office, the Pony Express, the Wagon Train, the Gold Panning Museum, the El Dorado Western Railway Museum, George Peabody and Professor George Wheeldon.

- 525 Main Street will become an inclusive center for Non-Profit organizations of El Dorado County including individual office spaces and a conference room available for tenancy.

- **The planned sustainability of the venture:** The properties would not be encumbered by mortgages, operational expenses (insurance, utilities, maintenance, etc.) and will be covered by the rental of offices in 525 Main Street as well as offices and storage space in 515 Main Street. As utilized successfully by the County-supported 2016 World Gold Panning Championship, fundraisers will be planned, donations will be solicited and grants will be submitted immediately following the close of escrow for remodeling of the interiors/exteriors to support occupancy of both buildings.

- **The historical preservation component of the venture:** As stated earlier, El Dorado Gold 1848 was incorporated with the specific purpose of "creating a museum to display heritage and enhance future endeavors through education and preservation of historical buildings and historical artifacts" as detailed in Kris Payne's synopsis of February 9th, 2021. (Exhibit W)

Upon approval by the Board of Supervisors to accept this offer, along with the $100,000.00 already in Escrow Account #P449144, an additional $30,000 will be wire-transferred to Placer Title Company by EDG1848 immediately to complete the Purchase and Sale of 515 and 525 Main Street, Placerville by El Dorado Gold 1848 for the balance of the purchase price plus escrow costs. As Purchase and Sale Agreement No. 5342 is already signed and submitted to the County, no additional terms are expected and a close-of-escrow date of March 26, 2021 is anticipated.

In closing, it is important to recognize that this is a **once-in-a-lifetime opportunity** for the City of Placerville, the County of El Dorado and the non-profit and service organizations of our County....all without any loans or mortgages and at no expense to El Dorado County, the City of Placerville and the taxpayers of our county. The success of this proposal is not based on speculation or promises. This proposal team is comprised of the same individuals and groups who created and managed the World Gold Panning Championships of 2016. This proposal for the purchase of 515 and 525 Main Street in Placerville has the same dedication and merit as the proposal for the World Gold Panning Championships in which the County participated and economically benefited.

El Dorado Gold 1848 is ready!

Respectfully submitted,

Fred Ott, President
El Dorado Gold 1848

From: "Sue Taylor" <sue-taylor@comcast.net>
Subject: Fwd: 4-21-20 Agenda - File #20-0544, Item #2 & #28
Date: Mon, April 20, 2020 2:27 pm
To: "Mary Cory" <mary.cory@edcgov.us>,"Jill Kearney" <jbirdfoot@internet49.com>

I submitted this to the County Agenda today in regards to the Old Post Office and Utility Buildings. I did not know about this until yesterday or I would have spent more time getting input from others. I worked on the verbiage with Rich Mason and Kris Payne before submitting to the County. The EDCHS had given me Board approval to handle items regarding our historic buildings. I wanted to make sure I keep everyone in the loop so you may want to forward this information with the Board of the EDCHS.

Thanks,
Sue

> ---------- Original Message ----------
> From: Sue Taylor <sue-taylor@comcast.net>
> To: Shiva Frentzen <bostwo@edcgov.us>, John Hidahl <bosone@edcgov.us>, Sue Novasel <bosfive@edcgov.us>, "Parlin, Lori" <bosfour@edcgov.us>, Brian Veerkamp <bosthree@edcgov.us>, Clerk of the Board <edc.cob@edcgov.us>, Donald Ashton <don.ashton@edcgov.us>
> Date: April 20, 2020 at 2:22 PM
> Subject: 4-21-20 Agenda - File #20-0544, Item #2 & #28
>
> Dear El Dorado County Board of Supervisors,
>
> Attached are two versions of comments for this item. One has more detail and one is condensed. I've also attached the comments I had submitted for the 5-8-18 Agenda item #18-0707.
>
> Below is the Condensed version:
>
>
> April 20, 2020
>
> El Dorado County Board of Supervisors
> 330 Fair Lane, Building A
> Placerville, California, 95667
>
> Dear El Dorado County Supervisors,
>
> This is a shortened list of the comments that are also attached regarding File #20-0544 , Item #2 & #28 on the April 21, 2020 Board of Supervisor's Agenda.
>
> On May 8, 2018 the Board of Supervisors voted to "approve this matter from File #18-0707 and further direct staff to begin the process of sale or disposition and explore all other options for the property".
>
> In a collective effort, representatives of various non-profit organizations were given the opportunity to meet with the CAO and Deputy CAO to present a plan that would basically restore the Old Post Office and leave the two buildings in the possession of the County with a lease to buy option to the El Dorado County Mineral and Gem Society. The last discussion with County officials was on 7-9-19. We did not hear anything after that meeting and were

surprised to read in the coming 4/21/20 agenda item, that on February 7, 2020, Facilities mailed out letters to all required government entities with a written offer to sell these surplus properties and that the City of Placerville has requested to acquire the buildings.

> According to the County when the item was presented on 5/8/18:

> There are many statutes that govern the disposition of County surplus real property. The first step is for the Board of Supervisors to designate the property as surplus. After the property has been designated as surplus, the following steps must be taken:

> 1) Compile certain basic information about the property such as building size, acreage, zoning and a legal description

> 2) Determine the property value

> 3) Complete a CEQA evaluation

> 4) Compile and send mandatory notices of a written offer to sell to various government agencies whose jurisdiction the surplus property is located (ie. cities, housing authority, school districts, etc)

> This continues with items 5-7….

> Since the only public hearings for these buildings were on May 8, 2018 and then today, April 21, 2020, and there is no other information on these public notices regarding items 1 - 3 it appears that the County missed the steps prior to acting on #4. Also there was no information as to the notice that was sent out to the various agencies or what agencies were notified.

> What we know is that the proposition proposed to the County by the EDC Mineral and Gem Society was to restore the buildings as close as possible to their original state and to preserve the artwork that is glued onto an interior wall within the Building in order to share cultural resources with the public.

> In contrast, the City of Placerville has shown to favor a plan by the Arts and Culture to demolish the interior walls containing the historic 73-year-old mural and well preserved Postmaster Office (with the original wood paneling) and convert this entire area into restrooms. For this reason alone it is critical that the County take the time to do a proper CEQA evaluation as required if they decide to turn these buildings over to the City.

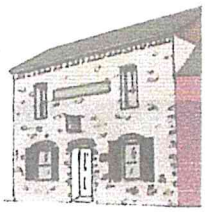
> Rather than this option, we plead and pray now for the opportunity to make the same presentation to the Board of Supervisors that was made to the CAO, before moving forward with the agenized action. In good faith at some point we had expected to bring our proposal before the Board of Supervisors.

> Thank you for your consideration,

> s/Sue Taylor

> EDCHS Building Preservation Chair

EL DORADO COUNTY HISTORICAL SOCIETY



Fountain & Tallman Museum
524 Main Street
Placerville, CA 95667
(530) 626-0773
www.eldoradocountyhistoricalsociety.org
eldoradocountyhistoricalsociety@gmail.com

Board of Supervisors of El Dorado County (**BOS 6/9/2020 Agenda, Item #56. Closed Session**),

The El Dorado County Historical Society (1938), 501 c3 non-profit, has had the privilege of rescuing, preserving, researching and displaying some of the county's rich history for future generations to appreciate for over 80 years. Our museum, the Fountain and Tallman Soda Works building (1852), has been an example of this preservation and stands as not only a vehicle to showcase other relics from Placerville's past, but also as a piece of living history. It is an example of the culmination of efforts from the partnership of both the community and the Society.

Our historical building preservation committee and board members have been watching the progression of ideas and plans concerning the fate of the 1940 Works Project Administration (WPA) Post Office building, 515 Main Street, Placerville and the Historic Telephone Annex, 525 Main Street. With the most recent plans to dispose of this property from county ownership, our Society is concerned that the history and era it represents of our county, both architecturally inside as well as outside, is at risk of being obliterated. Most specifically, we are concerned about the Treasury Department Section or TRAP Programs Mural in the Post Office ("**Forest Genetics**" – **oil on canvas by Tom E. Lewis (1941) (See Attached)**. Note: Our Fountain & Tallman Museum is immediately across the street from these two iconic buildings.

The El Dorado County Historical Society is interested in partnership options with El Dorado County, as well as others including the El Dorado County Rock and Gem Society, to preserve and restore these special buildings. Ideally, these buildings could serve the community once again, by both helping to interpret history and educate visitors and residents to the incredible geology that thrust California into statehood in 1850 and by being preserved for generations to come.

Our Building Preservation Committee representative; Sue Taylor, has been asked to present this letter at your meeting in hopes that as a group, you will be able to envision more options available for this unique structure.

We look forward to working with you,
Best regards,

Jill G. Kearney

Jill G. Kearney
President El Dorado County Historical Society



From: "Kris Payne" <krispayne999@gmail.com>
Subject: Re: [Fwd: The Old Post Office]
Date: Sat, June 20, 2020 10:43 pm
To: "jbirdfoot@internet49.com" <jbirdfoot@internet49.com>

Jill,
Thanks for the acknowledgement of my anniversary.

It is official. By the BOS closed Session action Tuesday, the EDCHS is accepted to the negotiations table along with the City of Placerville. Nothing is determined yet! Tuesday's BOS action makes it official for the County's agent to begin official discussions. We start with nothing determined and move to an acceptable understanding and commitment by the negotiations. See the key elements in color and *Bold* of the Item 52 action. Nothing is determined until negotiations are completed. You, or your successor or designee, is doing the negotiations for EDCHS.

52. *20-0806* Pursuant to Government Code Section 54956.8 - Conference with
Real Property Negotiator: Instructions to its negotiator regarding the real property described as: Properties: 1) 515 Main Street, Placerville, CA (APN 002-151-02-100; APN 002-151-18-l 00); 2) 525 Main Street, Placerville, CA (APN 002-151-03-100). County Negotiator: Don Ashton, Chief Administrative Officer, successor or designee. Negotiating Parties: City Manager for City of Placerville, successor or designee; Jill G. Kearney, President, El Dorado County Historical Society, successor or designee.
*Under Negotiation: Price and terms of payment for sale orlease. *(Est. Time: 10 Min.)

We need to talk.

Kris_

On Sat, Jun 20, 2020 at 9:33 PM jbirdfoot@internet49.com <jbirdfoot@internet49.com> wrote:

> Hi Kris,
> What does your experience suggest in reference to this?
> BTW congratulations on the lovely little article about you and Mrs. Payne
> and your anniversary!
> Jill
> ---------- Original Message ----------
> Subject: The Old Post Office
> From: "Sue Taylor" <sue-taylor@comcast.net>
> Date: Sat, June 20, 2020 1:50 pm
> To: "Kris Payne" <paykris@hughes.net>
> "Jill Kearney" <jbirdfoot@internet49.com>
> "Rich Mason" <Unclefuzzy4au@gmail.com>
> ---
>
> Hi Team,
> Okay I guess we have gotten this far. I'm not sure what this means (see
> Item #52 below, which is on the Board of Supervisor's agenda on Tuesday)
> but we are moving forward to the negotiating table.

From: "jbirdfoot@internet49.com" <jbirdfoot@internet49.com>
Subject: 515, 525 Main Street
Date: Thu, July 30, 2020 5:09 pm
To: laura.schwartz@edcgov.us

July 30, 2020
Dear Laura,
I recently received your letter dated June 30, 2020. The El Dorado County Historical Society is still interested in the preservation of the buildings on Main Street Placerville at locations 515 and 525. We are happy to schedule a meeting to review possibilities of negotiating a working relationship with the county of El Dorado and El Dorado County Rock and Gem Society concerning above facilities.
We would appreciate a walk-through as well.

Sincerely,
Jill Kearney
President
El Dorado County Historical Society
524 Main Street
Placerville, CA 95667

County of El Dorado

Chief Administrative Office

330 Fair Lane
Placerville, CA 95667-4197

Don Ashton, MPA
Chief Administrative Officer

Phone (530) 621-5530
Fax (530) 626-5730

June 30, 2020

Jill Kearney
President
El Dorado Historical Society
524 Main Street
Placerville, CA 95667

Re: Offer to Sell or Lease Surplus Property: 515 Main Street, Placerville and 525 Main Street, Placerville

Dear Ms. Kearney,

The County is in receipt of your letter dated June 8, 2020, indicating the Historical Society's interest in securing these buildings to preserve and restore their history and to enhance the community by educating visitors to El Dorado County. The County Board of Supervisors met in closed session on Tuesday, June 23, 2020 and provided direction on next steps.

The Board would like to confirm the Historical Society's interest in these buildings and schedule a follow up meeting to further negotiations. At this point the County has received a Broker's Opinion of Value that places a combined value of $950,000 for both buildings.

Please contact me at (530) 621-6541 or via email at laura.schwartz@edcgov.us to schedule a time that works for you. We can also schedule a walk-through of the buildings prior to any meetings regarding negotiations.

Sincerely,

Laura Schwartz

Laura Schwartz
Deputy Chief Administrative Officer

Cc: Don Ashton, Chief Administrative Officer
Russ Fackrell, Facilities Manager

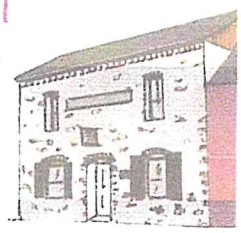
From: "jbirdfoot@internet49.com" <jbirdfoot@internet49.com>
Subject: Re: 515, 525 Main Street
Date: Mon, August 10, 2020 5:49 pm
To: "Laura Schwartz" <laura.schwartz@edcgov.us>

Thank you
The Historical Society will be meeting Tuesday, 11th August. We'll be able to coordinate the best times for a walk through. I look forward to getting those possible dates back to you by the end of this week.
Jill Kearney

> Hi Jill,
>
> Please let me know some dates and times that will work for you and your
> team and we can try to coordinate with Facilities. I assume you would
> like
> a walk thru prior to scheduling a meeting to discuss possibilities?
>
> Laura Schwartz
> Deputy Chief Administrative Officer
> County of El Dorado
> 530-621-6541
> laura.schwartz@edcgov.us
>
>
> On Thu, Jul 30, 2020 at 5:09 PM jbirdfoot@internet49.com <
> jbirdfoot@internet49.com> wrote:
>
>> July 30, 2020
>> Dear Laura,
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>> happy to schedule a meeting to review possibilities of negotiating a
>> working relationship with the county of El Dorado and El Dorado County
>> Rock and Gem Society concerning above facilities.
>> We would appreciate a walk-through as well.
>>
>> Sincerely,
>> Jill Kearney
>> President
>> El Dorado County Historical Society
>> 524 Main Street
>> Placerville, CA 95667
>>
>>
>
> --
> WARNING:Â This email and any attachments may contain
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#1

EL DORADO COUNTY HISTORICAL SOCIETY



Fountain & Tallman Museum
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(530) 626-0773
www.eldoradocountyhistoricalsociety.org
eldoradocountyhistoricalsociety@gmail.com

September 23, 2020

Board of Supervisors of El Dorado County

Subject: Post Office and Telephone Annex Proposal

El Dorado County Historical Society *(1938, EDCHS), 501 c3 non-profit,* is excited to propose a plan that not only aims to protect and restore (WPA) Post Office building, 515 Main Street, Placerville and the Historic Telephone Annex, 525 Main Street, Placerville, but to re-create a form of the original function of these two buildings. (See attached Gateway Proposal.) Like its former use: mail and telephone communication, it would be an educational hub for El Dorado County's communication, transportation, and mineral history.

Ultimately, our vision is to see these buildings restored as an asset to our community and an important enhancement to historic downtown Placerville. These buildings have a close proximity (across the street) to the Fountain Tallman Museum *(1852),* the home of the El Dorado County Historical Society, is also seen as an important connective element to this vision. As our museum (F&T) receives thousands of visitors annually from around the world, 515 and 525 Main can become an extension of the network of resources made available to these visitors.

The El Dorado County Historical Society will be forming a Community Team to acquire grants in order to restore the buildings in a way that retains their historical character. Due to the competitive nature of acquiring grants, the strongest application (to be successful), is to have a coalition of community organizations, 501(c)3s, in partnership with a governmental agency (County). The primary partner of the team would be the EDCHS, which has been successful in owning, maintaining, and sustaining the Fountain & Tallman Soda Works Building for 40 years, and with no financial debt. The El Dorado County Mineral & Gem Society *(1949, EDCGMS), 501c3 non-profit*, would also be a primary part of this coalition, but as a Secondary Partner. EDCGMS has no debt. They have also been successful in acquiring funds that would make it financially possible to sustain the location after restoration, and they have more than adequate resources to stock the old Post Office in turning it into a gem and mineral educational center. With this partnership along

with the County retaining ownership of the buildings, jointly applying for grants greatly increases the possibility for success.

Therefore, it is the Society's wish to leave the ownership of the buildings with the County during the fundraising and restoration phase. After the restoration of the buildings, the Society's may want to enter a program with the County similar to the El Dorado County Museum's arrangement with the El Dorado Western Railway Foundation 501(c)3 in which the County has a Memorandum of Understanding. Or the El Dorado County Historical Society could take ownerships similar to the Fountain & Tallman Soda Works Building. These organizations would like to move to those discussions after the buildings have been restored, and the community-based organizations have established tenancy.

The restoration and renovation of these buildings would not only retain the architecturally historical elements of importance but also update the facilities in order to host a community-based coalition of non-profit organizations who have long desired a home base for their teams of volunteers and organizers.

In being a part of this coalition and a secondary partner, the El Dorado County Mineral and Gem Society, is excited to create not only a meeting place for their expanding and growing group of geology enthusiasts but also share their passion and knowledge with the general public and visitors in an educational center/museum based on El Dorado County's diverse and "Golden" Geological wonders. They envision an Exploratorium with rotating exhibits and a hands-on experience. Well associated, and also heavily involved with this group, is the Gold Panning World Championship Association. Other groups who have shown interest, or in which the EDCHS would reach out to, is the Highway 50 Association, the Friends of Snowshoe Thompson, the National Pony Express Association, the Morse Telegraph Club, Inc., the Lincoln Highway Association, the Southern Pacific Historical and Technical Society, AT&T for their association with the Bell Company, U.C. Davis and others. This will be a unique situation in the State of California in which there is nothing similar to this experience.

The best outcome of any project is a reflection on how well a team of identities work together. El Dorado County Historical Society wants to work with the El Dorado County Facilities Department to secure this lease agreement concerning 515 and 525 Main as soon as possible. Then as dependents of this fraternal relationship, these buildings would be eligible to receive federal grant monies through the Rural Recreation and Tourism Program and other associated grant opportunities, which funds would go directly to the work necessary for restoration. The agreement, with

a 36-month term, could then be re-evaluated after this time, to ensure the best working relationship be maintained for both the County and the El Dorado County Historical Society.

From Day One, our historical building preservation committee and board members have been watching the progression of ideas and plans concerning the fate of the 1940 Works Project Administration (WPA) Post Office building, 515 Main Street, Placerville and the Historic Telephone Annex, 525 Main Street. With the most recent plans to dispose of this property from county ownership, our Society is concerned that the history and era it represents of our county, both architecturally inside as well as outside, is at risk of being obliterated. Most specifically, we are concerned about the Treasury Department Section or TRAP Programs Mural in the Post Office ("Forest Genetics" – oil on canvas by Tom E. Lewis (1941).

With our overall Team experience and motivation for success in all that we do, the County should feel that there is limited risk in accepting the EDCHS Post Office and Telephone Annex Proposal.

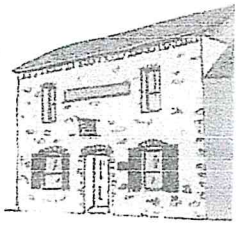
We look forward to working with you,
Best regards,

Jill G. Kearney

Jill G. Kearney
President El Dorado County Historical Society

Note: See picture below.

EL DORADO COUNTY HISTORICAL SOCIETY



Fountain & Tallman Museum
524 Main Street
Placerville, CA 95667
(530) 626-0773
www.eldoradocountyhistoricalsociety.org
eldoradocountyhistoricalsociety@gmail.com

October 17, 2020

El Dorado County Board of Supervisors and staff - Don Ashton, Laura Schwartz, and Russ Fackrell

Subject: EDCHS Post Office and Telephone Annex Proposal – BOS 10/20/2020 Agenda, Item #32 (Closed Session) * Refined Proposal**

El Dorado County Historical Society *(1938, EDCHS), 501 c3 non-profit,* has decided to refine its original proposal dated September 23. 2020 (electronically transmitted to the County by email to the attention of Don Ashton, Laura Schwartz, and Russ Fackrell on September 25, 2020. This refined proposal is offered by letter and will be electronically transmitted to be included in BOS 10/20/2020 Agenda, Item #32 (Closed Session) discussion. The original proposal and now this refined proposal pertains to the County owned Old Post Office (515 Main Street, Placerville CA) and the Telephone Annex (525 Main Street) buildings.

Fundamentally, the original proposal is sound, but as discussed among the Primary and Secondary Partners after the most recent EDCHS Proposal explanation meeting on Thursday, October 15, 2020 with Don, Laura, Russ, Uncle Fuzzy Mason and I (Kris Payne, EDCHS Designee), **we have amended our original thinking and now offer to buy the Old Post Office and Telephone Annex buildings for $125,000.** We recognize more clearly that our Community Team wants to outright own these buildings, the sooner the better. The maintenance, restoration and renovation of these buildings would therefore be the responsibility of our proposal group and would allow us to retain the architecturally historical elements so important to us. This update to our original proposal continues to emphasize our motivation and passion to acquire these facilities in order to host a community-based coalition of non-profit organizations who have long desired a home base for their teams of volunteers and organizers as articulated in our original proposal.

As it should be, the fate of the historically significant 1940 Works Project Administration (WPA) Post Office building, 515 Main Street, Placerville and the Historic Telephone Annex, 525 Main Street relies on our overall Team experience and motivation for success in all that we do. The County should feel that there is limited risk in accepting the EDCHS Post Office and Telephone Annex Proposal. As we said in the original proposal, the Primary and Secondary Partners in this proposal, EDCHS and El Dorado County Mineral

& Gem Society are currently debt free with various financial assets including the EDCHS owned Fountain & Tallman Museum (524 Main Street), and both organizations have a long standing relationship with El Dorado County. EDCHS since 1938.

We thank the County staff from our most recent meeting – Don, Laura, & Russ for answering all our questions and for listening to Uncle Fuzzy and I explain why this offer from our Community Team makes so much sense. We thank you, the Board of Supervisors for considering our original proposal, and now this refined proposal. Uncle Fuzzy and I believe that the 2016 Gold Panning World Championship was just the beginning, and now we will use those things that we learned from that experience to pay forward into the future with the acceptance of this proposal.

Don asked the question about our level of commitment with the County, and this is our response, **"We are prepared to complete the financial transaction with the County for the exchange of ownership of 515 & 525 Main St ($125,000), by year-end, and look forward to working with the County to meet this obligation."** As we have explained, most recently at last Thursday's meeting with staff, **"...with the BOS approval of this refined proposal, subject to the concurrence of our respective Board of Directors, funds will be placed in escrow on or before November 17, 2020."**

In addition, one of our community-based organizations (Community Team), the **U.S. Gold Panning Association has offered to step forward and provide a Cashier's Check for $15,000** (copy attached) **as a good faith gesture to be deposited in the new escrow account.**

The Board should now recognize our answer to Don's question has been clearly articulated with this letter, and with the open transparency to our commitment. We look forward to your affirmative decision in our favor and in opening the El Dorado County New Deal Museum and Center for Natural Resources, the "Gateway to the Mother Lode (sm)."

Sincerely,

Kris Payne

Kris Payne, EDCHS Past President and Proposal Designee

Jill G. Kearney

Jill G. Kearney
President El Dorado County Historical Society

Attachment

Notice to customer
As a condition to this institution's issuance of this check, purchaser agrees to provide an indemnity bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

Cashier's Check

2790002296

98-5054/252

USGPA

Remitter

October 19 2020

Date

Pay to the order of El Dorado County Escrow Account********** $15,000.00

Fifteen Thousand and 00/100ths Dollars

Memo 516, 525 Main Street

UMPQUA BANK

(866) 486-7782

AUTH

⑈2790002296⑈ ⑆123205054⑆ 9700038349⑈

Kris Payne, CDCHS Designee
El Dorado County Historical Society

Confidential

BOS 10/20/2020 Agenda Item #32
(Closed Session)
⇒ Attn: Don Ashton CAO

Confidential

CAO OCT 19' 20 PM 11:49

Exhibit G1

CLOSED SESSION

32. 20-1268 **Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator**: Instructions to its negotiator regarding the real property described as: Properties:
1) 515 Main Street, Placerville, CA (APN 002-151-02-100; APN 002-151-18-100); and
2) 525 Main Street, Placerville, CA (APN 002-151-03-100). County Negotiator: Don Ashton, Chief Administrative Officer, successor or designee. Negotiating Parties: City Manager for City of Placerville, successor or designee; Jill G. Kearney, President, El Dorado County Historical Society, successor or designee. Under Negotiation: Price and terms of payment for sale or lease. (Est. Time: 10 Min.)

Public Comment: Ruth, K. Payne, M.Rodriguez, R. Mason, S. Taylor, B. Allen

By a 5-0 vote, all five Supervisors participated, the Board voted to accept the proposal submitted by the El Dorado County Historical Society to acquire the property located at 515 and 525 Main Street, Placerville. The Board directed staff to negotiate with the Historical Society concerning the final terms and conditions of the purchase and sale agreement which will return to the Board in Open Session at a later date.

33. 20-1380 **Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiator**: Project: Diamond Springs Parkway Phase 1B Project CIP No. 72334; Property: 4000 State Highway 49 Placerville, California 95667, APN 051-250-011; Agency Negotiator: Kyle Lassner, Right of Way Supervisor, El Dorado County; Negotiating Party: Martin Murillo and Diane S. Murillo, Trustee of the MDM Trust under Declaration of Trust Dated December 18, 2007; Under Negotiation: Price and terms of payment; (Est. Time: 10 Min.)

No Action Reported. All five Supervisors participated.

34. 20-1376 **Conference with Legal Counsel - Significant Exposure to Litigation** pursuant to Government Code Section 54956.9(d)(2) and **Initiation of Litigation** pursuant to Government Code section 54956.9(d)(4). Title: Number of potential cases: (4+). (Est. Time: 20 Min.)

No Action Reported. All five Supervisors participated.

35. 20-1403 **Conference with Legal Counsel - Existing Litigation** pursuant to Government Code Section 54956.9(d)(1). Title: Rural Communities United (Bio) v. County of El Dorado, et al. (Case No. PC20170536), Number of potential cases: (1). (Est. Time: 10 Min.)

No Action Reported. All five Supervisors participated

Fred Ott
PO Box 992
Shingle Springs, California 95682

(530) 677-8440
fred.ott@att.net

Request for Proposal

On behalf of the El Dorado County Historical Society and El Dorado Gold, Inc., please provide a proposal/quote for insurance coverage as follows:

- **Building coverage** with
  - Replacement cost building coverage including:
    - Increased Building Coverage
    - Building Code Upgrade
    - Backup of Sewers/Drains
  - Replacement cost contents coverage
  - Loss of Income/Rents (24 months)

- **Earthquake Insurance** (as an option)

- **Comprehensive General Liability** coverage/Landlord Liability coverage
    - $1 Million Per Occurrence
    - $2 Million Aggregate

- **Medical Payments Coverage** $10,000 per person

- **Directors and Officers Liability** Coverage

To our knowledge, 515 Main Street was built in 1940 and has approximately 10,000 square feet of space; 525 Main Street was built in 1936 and has approximately 2,000 of space.

The County of El Dorado
Chief Administrative Office

Facilities Division
Phone (530)621-5890 Fax (530)295-2524

October 28, 2020
(APN Revised November 9, 2020)

City of Placerville
Planning Commission / Planning Department
Attn. Regina O'Connell
3101 Center Street
Placerville, CA 95667

Subject: Planning Notice - 515 Main Street, Placerville, CA (APN 002-151-018) and 525 Main Street, Placerville, CA (APN 002-151-03-100)

In accordance with Government Code section 65402, this letter serves as formal notice to the City of Placerville regarding the proposed conveyance of the above referenced properties to the El Dorado County Historical Society to restore, preserve, or both, for the benefit of the citizens of the county, the historical nature of the property.

We request the City Planning Department/Planning Commission to make a report as to the conformity of the location, purpose, and extent of the disposition of the subject properties with the City's General Plan land use designation. Please submit the written report to:

County of El Dorado
Facilities Division
Attn: Kevin Gilliland
3000 Fairlane Court, Suite 2
Placerville, CA 95667

If you have any questions, please contact Sr. Department Analyst Kevin Gilliland at (530) 621-5833.

Sincerely,

Russ Fackrell
Facilities Division Manager
County of El Dorado

4664597

ARTICLES OF INCORPORATION

OF

El Dorado Gold 1848

FILED CB INSS
Secretary of State
State of California
NOV 09 2020

1PC TSD

I.

The name of the corporation shall be El Dorado Gold 1848

II.

The place in this state where the principal office of the Corporation is to be located is 4521 Lakeshore Court, Single Springs, California 95682.

III.

Said corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific purpose of this corporation is to create a Museum to display heritage and enhance future endeavors through education.

IV.

The name and address in the State of California of this corporation's initial agent for service of process is:

Richard Mason
2984 Robindale Court, Placerville, California 95667

V.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation except from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of future federal tax code, or (b) by a corporation,(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

VI.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 11/4/2020

LegalZoom.com, Inc., Incorporator

By: Cheyenne Moseley, Assistant Secretary

Attachment

Notice to customer
As a condition to this institution's issuance of this check, purchaser agrees to provide an indemnity bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

Cashier's Check

279002296

98-505/1232

USGPA
Remitter

October 19 2020
Date

Pay to the order of El Dorado County Escrow Account**********

$15,000.00

Fifteen Thousand and 00/100ths Dollars

Memo 515, 525 Main Street

UMPQUA BANK

(866) 486-7782

⑈279002296⑈ ⑆123205054⑆ 9700038369⑈

REGULAR MEETING MINUTES
PLACERVILLE PLANNING COMMISSION TELECONFERENCE (Virtual Meeting)
TUESDAY, NOVEMBER 17, 2020, 6:00 P.M.

CALL TO ORDER
Chair List called the Regular Meeting to order at 6:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
Chair List led the audience in the Pledge of Allegiance to the Flag.

ROLL CALL:

Members Present:	*Chair List, Vice Chair Lepper, Frenn, Kiehne, Raines*
Members Absent:	*None*
Staff Present:	*Development Services Department Director Rivas, City Planner Painter*

CONSENT CALENDAR:

1. **Consideration to Approve Agenda**
   Action: Agenda adopted by voice vote.

2. **Consideration to Approve Regular Meeting Minutes – November 3, 2020**
   Motion: Member Frenn, seconded by Vice Chair Lepper, to approve the Minutes as presented.

   Action: Motion approved unanimously on a voice vote.

ITEMS PULLED FROM CONSENT CALENDAR
Item 1 was pulled for discussion.

ITEMS OF INTEREST TO THE PUBLIC
Jennifer Chapman addressed recent actions taken by the Planning Commission and City Council; housing development off Anderson Way. Ruth Michelson addressed recent house demolition off Cedar Ravine Rd.

COMMUNICATIONS
City Planner Painter announced receipt of public comment for Item 6 submitted after 3:00 p.m., November 12, 2020, up to 3:00pm, November 17, 2020, distribution of comments electronically to the Commission and the request applicant prior the meeting, and placing comments into the public record for the CUP20-04 and SPR20-04 file. Staff announced the City's receipt of comments after the 3:00 p.m., November 17, 2020, would be placed into the public record.

PUBLIC HEARINGS

3. **965 Thompson Way – Historic District Review (Site Plan Review) SPR 20-03:** Consideration of request for use determination and Historic District Review for the construction of a two-story single-family residence, with the concurrent construction of an attached ADU, within an

Review 12-02 and shall also be incorporated as the Conditions of Approval for CUP20-06 by reference.

8. *Any proposed future change to the use or modification to the application beyond what is authorized under CUP20-06 shall be submitted to the Development Services Department for a determination of appropriate procedures.*
9. *During all events, the Property Owner /Applicant shall assign a manager on the premises who shall ensure compliance with the terms of this Permit, the City Code, and applicable state and federal laws.*
10. *Maximum occupancy of the facility under CUP20-06 shall be determined by the Development Services Department, Building Division. City authorized occupancy shall be managed by the proprietor to prevent over-crowding.*
11. *No outdoor amplification of sound is permitted. Operation of the facility, regardless of the hours permitted to be open to the public. Interior sound amplification shall be directed away from the principal entrance or directed toward the interior of the facility.*
12. *CUP20-06 shall not constitute a public nuisance as defined under PZC 1-4-3 and PZC 7-8-1.*
13. *CUP20-06 may be revoked, amended or suspended by the Planning Commission under the provisions of PZC 10-3-6(D).*
14. *There must be no pressure washing of the sidewalk, unless approved by City Engineering.*

Action: Motion approved 3-2 on the following roll call vote:
Ayes: Chair List, Frenn, Raines
Noes: Vice Chair Lepper, Kiehne

NEW BUSINESS

Chair List asked for general consent from the Commission to hear Item 7 before Item 6. Request was approved without objection and with general consent.

7. **515 & 525 Main Street - General Plan Consistency Review (GPC) 20-01:** Consideration of a request by The El Dorado County Chief Administrative Office that the Placerville Planning Commission make a finding, pursuant to California Government Code §65402(a), that the El Dorado County's disposition of real property within City limits to the El Dorado County Historical Society is in conformance with the City's General Plan. Location: The project site is located at 515 & 525 Main Street, Assessor's Parcel Nos. 002-151-018 and 002-151-003, within the Central Business District.

Director Rivas delivered staff report. Public members addressing the Commission were: Ruth Michelson; Jennifer Chapman.

Motion: Member Frenn, seconded by Member Raines:
I. Adopt staff's report as part of the public record.

II. *Make the following findings:*
   a) *The request, a review by the Planning Commission of conformity of the subject land disposition with the Placerville General Plan required pursuant to Government Code Section 65402, is not a project under the California Environmental Quality Act (CEQA).*
   b) *Institutional uses are an allowable use within the Central Business District Land Use Designation. Institutional uses are commonly referred as uses that provide a public service and are operated by a federal, state, or local government, public agency, philanthropic or tax-exempt organization.*
   c) *Institutional uses are listed as a permitted use within the CBD Zone classification, per Placerville City Code 10-5-14(B)5.*
   d) *The El Dorado County Historical Society is a non-profit institution.*

III. *Make determination that GPC20-01, based on the findings contained in the staff report dated November 17, 2020, that institutional uses are consistent with the Central Business District Land Use Designation and therefore the proposed land disposal by the County of El Dorado to the El Dorado County Historical Society is consistent with the applicable goals and policies of the adopted City of Placerville General Plan in accordance with Government Code Section 65402.*

Action: Motion approved 5-0 on the following roll call vote:
Ayes: Chair List, Frenn, Vice Chair Lepper, Kiehne, Raines
Noes: None

CONTINUED ITEM: PUBLIC HEARING FROM NOVEMBER 3, 2020 REGULAR MEETING:

6. **339 Main Street - Therapy Stores – Planning Applications Conditional Use Permit (CUP) 20-04 & Site Plan Review (SPR) 20-04:** Consideration of request to operate a retail formula business land use, Therapy Stores, within the Central Business District (CBD) Zone. Location: 339 Main Street, Placerville, CA. A.P.N.: 001-212-005; 001-212-006.

Member Kiehne announced she would recuse herself from further involvement with this item. City Planner Painter and Director Rivas presented staff report and memorandum. Addressing the Commission was applicant Jing Chen of Therapy Stores. Public members addressing the Commission were: Jennifer Chapman; Alix O'Dowd; Jenna Lee; Amy Slaughter; Kayla Toves-Vincilione; Heidi Meyerhofer; Mo Marie; John Tranchitella; Tony Windle; Jenny Levitsky.

Member Raines interrupted the public hearing to inform the Chair and the Planning Commission that she was leaving the meeting due to health reasons. Member Raines left the Zoom meeting at 10:36 p.m.

Chair List reopened the public hearing. Additional public members addressing the Commission were: John Clerici; Adrienne Beatty; Ruth Michelson; Patrick Soluri and Melissa Butar.

Motion by Frenn, seconded by Vice Chair List: Continue Item to the December 1, 2020 Regular Meeting due to Planning Commission Bylaw 4(c), regarding meeting ending time of 10:00 p.m.

Action: Motion approved 3-0 on the following roll call vote:
Yeas: Frenn, Vice Chair Lepper, Chair List
Noes: None
Absent: Raines
Abstention: Kiehne

Motion by Frenn, seconded by Chair List: Reopen public hearing to receive public comment. Upon completion of public comment, close public hearing, then continue CUP20-04 and SPR20-04 to the December 1, 2020 Regular Meeting to conduct Commission discussion, deliberation and action.

Action: Motion approved 3-0 on the following roll call vote:
Yeas: Frenn, Vice Chair Lepper, Chair List
Noes: None
Absent: Raines
Abstention: Kiehne

Chair List reopened public hearing. Additional public members addressing the Commission were: Scott Sowa; Katie O'Dowd; Aaron; Mandi Rodriguez; Darby Flynn; Oran Miller; Emily; Barbara Rodgers; Ryann Savino; Caller #975; Stephanie Huft-Robbins; Jaycee Kesh Akinsanya; Sue Taylor; Caller #286; Ashley Smith; Tiffany Angeline; Bo Sundberg; Tom Cumpston. Chair List closed the public hearing at 11:39 p.m.

ADJOURNMENT

Motion to adjourn by Member Frenn, seconded by Vice Chair Lepper was approved on voice vote.

Andrew Painter, Executive Secretary
Placerville Planning Commission

FILED
Secretary of State
State of California
A0851190
Filing Number
12/31/2020
Filing Date

4664597

RESTATED ARTICLES OF INCORPORATION OF EL DORADO GOLD 1848

The undersigned certify that:

1. They are the president and the secretary, respectively, of EL DORADO GOLD 1848, a California corporation.

2. The Articles of Incorporation of the corporation are hereby amended and restated in their entirety in full as follows (the "Restated Articles of Incorporation"):

I.

The name of the corporation is EL DORADO GOLD 1848

II.

The place in this state where the principal office of the corporation is to be located is 4521 Lakeshore Ct., Shingle Springs, CA 95682

III.

This corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific purpose of this corporation is to create a Museum to display heritage and enhance future endeavors through education. the preservation of historical buildings and historical artifacts.

IV.

The name and address in the State of California of this corporation's agent for service of process is:
Richard Mason - 2984 Robindale Ct., Placerville, CA 95667

A0851190

V.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation except from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of future federal tax code, or (b) by a corporation,(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

VI.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

A0851190

Date: 12/28/20

Fred Ott, President

Sue Taylor, Secretary

Gmail

Uncle fuzzy mason <unclefuzzy4au@gmail.com>

Timeline Information

2 messages

Kevin Gilliland <kevin.gilliland@edcgov.us> Thu, Feb 4, 2021 at 11:48 AM
To: krispayne999 <krispayne999@gmail.com>, Jill Kearney <jbirdfoot@internet49.com>, Uncle fuzzy mason <Unclefuzzy4au@gmail.com>
Cc: Russell Fackrell <russell.fackrell@edcgov.us>

Hello, all:

I wanted to share some timeline requirements to meet the Board's schedule for execution of the Purchase & Sales Agmt on 3/16 and close of escrow on 3/19.

Payee Data Record - El Dorado Gold 1848 entity documentation must be received by 3/1. After this date the agreement will have to be established with the Historical Society.

3/19 Escrow close - all funds and paperwork have to be in and completed by end of day 3/16.

I'm hopeful to send over the final draft agreement very soon. It's currently in with our County Counsel and I'll distribute asap once received.

Please let me know if anyone has any questions. Thanks.

***Kevin Gilliland**, Sr. Department Analyst*
County of El Dorado / Chief Administrative Office
3000 Fairlane Ct., Ste 2, Placerville, CA 95667
Ph. (530) 621-5833 / Fax (530) 698-6291

WARNING: This email and any attachments may contain private, confidential, and privileged material for the sole use of the intended recipient. Any unauthorized review, copying, or distribution of this email (or any attachments) by other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments.

Payee Data Record.pdf
139K

Kevin Gilliland <kevin.gilliland@edcgov.us> Fri, Feb 5, 2021 at 1:44 PM
To: krispayne999 <krispayne999@gmail.com>, Uncle fuzzy mason <Unclefuzzy4au@gmail.com>
Cc: Russell Fackrell <russell.fackrell@edcgov.us>, Jill Kearney <jbirdfoot@internet49.com>

Nice chatting with you Kris; thank you for the phone call.

Hello, Uncle Fuzzy: I understand you handle a lot of the paperwork. We need the attached Payee Data Record from you folks. This essentially works similar to a W9 and sets up your entity profile with our Auditor's Office. Please fill this out and email it back to me. This is the component we need no later than 3/1 so that the Purchase and Sales Agreement may be approved by the Board on 3/16.

Feel free to call me if you have any questions or concerns. Thanks and have a nice weekend.

***Kevin Gilliland**, Sr. Department Analyst*
County of El Dorado / Chief Administrative Office
3000 Fairlane Ct., Ste 2, Placerville, CA 95667
Ph. (530) 621-5833 / Fax (530) 698-6291

Exhibit F

Placer Title Company
175 Placerville Dr.
Placerville, CA 95667

DATE: February 8, 2021

ESCROW NO.: P-449144

810270-1141-0

THIRD PARTY ESCROW INSTRUCTIONS

DATE: 2/8/2021
ESCROW NO. P-449144
PROPERTY ADDRESS: 515 & 525 Main, Placerville, CA 95667

To Whom it May Concern:
() I have or will wire you the sum of

(X) I hand you herewith my check for $10,000.00 payable to your order.

These funds are not loan proceeds and are to be deposited immediately in this escrow for the account of: El Dorado Historical Society (Principal).

Upon completion of the acceptance printed below, these funds are to be treated as the principal's funds and are to be used unconditionally on said principal's instructions to escrow.

You are hereby released of any responsibility to the undersigned depositor for the disbursement of said funds or consideration therefor.

THIS DOCUMENT CANNOT BE ELECTRONICALLY OR DIGITALLY SIGNED

Fred M Ott and Susan L Ott - **Depositor**

P.O. Box 992 — Telephone # 530-677-8440
Address

Shingle Springs CA 95682 — Email: FRED.OTT@ATT.NET
City, State Zip

The foregoing is hereby accepted and approved this _____ day of _____, _____.

Principal(s):

By: _____
El Dorado Historical Society

Placer Title Company

RECEIVED BY:_____ DATE:_____

Placer Title Company
175 Placerville Dr.
Placerville, CA 95667

DATE: February 5, 2021

ESCROW NO.: P-449144

810270-1141-0

THIRD PARTY ESCROW INSTRUCTIONS

DATE: 2/5/2021
ESCROW NO. P-449144
PROPERTY ADDRESS: 515 & 525 Main, Placerville, CA 95667

To Whom it May Concern:
(X) I have or will wire you the sum of $75,000.00

() I hand you herewith my check for payable to your order.

These funds are not loan proceeds and are to be deposited immediately in this escrow for the account of: El Dorado Historical Society (Principal).

Upon completion of the acceptance printed below, these funds are to be treated as the principal's funds and are to be used unconditionally on said principal's instructions to escrow.

You are hereby released of any responsibility to the undersigned depositor for the disbursement of said funds or consideration therefor.

THIS DOCUMENT CANNOT BE ELECTRONICALLY OR DIGITALLY SIGNED

Kris Payne (Kris Payne) - President
El Dorado Museums Foundation - **Depositor**

PO Box 609
Address

Diamond Springs CA 95619
City, State Zip

Telephone # (530) 919-3519

Email: krispayne999@gmail.com

The foregoing is hereby accepted and approved this 7th day of FEBRUARY, 2021.

Principal(s):

By: Jill G. Kearney
El Dorado Historical Society JILL G. KEARNEY PRESIDENT EDCHS

Placer Title Company

RECEIVED BY: Melissa Hayes DATE: 2/8/21

Fred Ott

From:	Kevin Gilliland <kevin.gilliland@edcgov.us>
Sent:	Friday, February 19, 2021 1:08 PM
To:	Fred Ott; Sue Taylor; Uncle fuzzy mason
Cc:	Russell Fackrell
Subject:	515/525 Main St - Purchase and Sales Agmt Final
Attachments:	515 and 525 Main Street - PSA Exhibit A - Legal Description.docx; 515 and 525 Main Street - PSA Exhibit B - grant deed 2.18.21.docx; 5342 Purchase and Sale Agmt FINAL 02.18.21.docx; Payee Data Record.pdf

Hello, El Dorado Gold 1848 Team:

Please find attached the final draft. Your changes have been incorporated. Counsel has removed Exhibit C, however, as those items have already been addressed.

Also, paragraph #29, "Restoration Plan", has been added at the request of the Board. Please understand this is a very minor item and the County will not be involved in any approvals, etc, and that it's purely for informational purposes only.

If the agreement looks acceptable, please sign two copies and return the originals to the address below my email signature as soon as possible. I also still need a Payee Data Record for your entity to establish the BOS date of 3/16.

Please let me know if anyone has any questions or concerns. Hope everyone has a nice weekend.

Thanks,
Kevin

Kevin Gilliland, Sr. Department Analyst
County of El Dorado / Chief Administrative Office
3000 Fairlane Ct., Ste 2, Placerville, CA 95667
Ph. (530) 621-5833 / Fax (530) 698-6291

WARNING: This email and any attachments may contain private, confidential, and privileged material for the sole use of the intended recipient. Any unauthorized review, copying, or distribution of this email (or any attachments) by other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments.

AGREEMENT NO. 5342

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN COUNTY OF EL DORADO ("SELLER") AND EL DORADO GOLD 1848 ("BUYER") AS TO PROPERTIES LOCATED AT 515 AND 525 MAIN STREET, PLACERVILLE, CA

This Purchase and Sale Agreement and Joint Escrow Instructions ("**Agreement**") is made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("**County**" or "**Seller**"), and **EL DORADO GOLD 1848**, a 501(c)(3) non-profit corporation formed under the laws of and duly qualified to do business in the State of California ("**Buyer**"). Buyer and Seller together may be referred to collectively hereinafter as the "Parties".

RECITALS

A. Seller owns two (2) parcels of real property totaling approximately .46 acres of land consisting of two (2) buildings totaling approximately 12,307 square feet, located in the City of Placerville in the County of El Dorado, commonly known as 515 Main Street, Placerville, California, also referred to as APN 002-151-18-100, and 525 Main Street, Placerville, California, also referred to as APN 002-151-03-100, the legal descriptions of which are attached hereto and incorporated herein by reference as **Exhibit A** (collectively referred to as the "**Property**").

B. On May 8, 2018, the El Dorado County of Board of Supervisors designated the Property as surplus property;

C. Buyer is a nonprofit corporation formed under the laws of California and involved with preserving and researching the history of El Dorado County including preservation and restoration of local historical buildings;

D. Pursuant to the authority granted by Government Code § 25376 and upon the terms and conditions set forth herein, Seller desires to sell, and Buyer desires to acquire, the Property for the purpose of restoring, preserving, or both, the general historical interest of the Property for the benefit of the citizens of El Dorado County.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Purchase and Sale**. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property, subject to the terms and conditions set forth herein. In consideration of Seller's sale of the Property, Buyer will (a) pay to Seller the Purchase Price at the Close of Escrow, and (b) perform all of Buyer's other obligations hereunder.

2. **Purchase Price**. The purchase price for the Property is One Hundred Twenty Five Thousand Dollars ($125,000.00).

3. **Payment**. The Purchase Price shall be paid as follows:

3.1 Non-Refundable Deposit. Buyer shall deposit into escrow the amount of Fifteen Thousand Dollars ($15,000.00) (the "**Deposit**"). The Deposit shall be applied against the final Purchase Price at the Close of Escrow.

3.2 Cash Balance. On or before March 16, 2021, Buyer will deposit with Escrow Holder the balance of the Purchase Price plus Escrow Holder's estimate of Buyer's share of closing costs as set forth in this Agreement, in cash, by confirmed wire transfer of immediately available funds, or by certified or cashier's check collectible in same day funds.

4. **Opening of Escrow**. Seller and Buyer have opened escrow with Placer Title Company ("**Escrow Holder**") effective November 13, 2020 ("**Opening of Escrow**"). This Agreement shall, to the extent possible, act as escrow instructions with respect to the sale of the Property pursuant to this Agreement. 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.

4.1 Costs of Escrow and Fees. Except as otherwise specifically provided herein, the cost of any escrow fees, the charge for preparation of escrow documents, the CLTA Policy of Title Insurance as described below, and all other costs of escrow and closing are to be shared equally by Seller and Buyer, or as specifically described in Section 12. Any increased costs for an ALTA policy of Title Insurance together with the cost of any associated survey shall be paid by Buyer. Seller is exempt from the payment of recording fees.

4.2 Pro-rations. Escrow Holder shall segregate and pro-rate real estate taxes, assessments and similar charges as of the Close of Escrow. Segregation and pro-rations of real estate taxes, assessments and similar charges shall be done upon the most currently available information at the Close of Escrow.

4.3 Failure to Close Escrow. In the event escrow does not close as herein provided, this escrow shall terminate and Escrow Holder shall return all documents, things, and refundable monies deposited in escrow to the respective parties, less Escrow Holder's fees and costs. Escrow Holder shall remit directly to Seller the non-refundable Deposit, unless escrow does not close as a result of Seller's material default hereunder, in which case, the Deposit shall be returned to Buyer. The parties shall release each other from any claims arising under the terms of this Agreement, except those terms expressly stated to survive such termination of this Agreement.

LIQUIDATED DAMAGES. If the sale of the Property is not completed because of a default solely on the part of Seller, the Deposit shall be returned to Buyer. If the sale is not completed for any other reason, including without limitation, a default by Buyer hereunder, five

thousand dollars ($5,000.00) of the Deposit shall be paid to and retained by Seller as liquidated damages. Seller's actual damages and costs, in the event of such a default by Buyer, would be extremely difficult or impractical to determine. The parties agree that the Deposit amount represents a fair and reasonable estimate of Seller's damages in the event of a default by Buyer.

5. Close of Escrow

5.1 Definition. For purposes of this Agreement, the "**Close of Escrow**" or the "**Closing**" is the recordation of the Quitclaim Deed conveying title of the Property from Seller to Buyer. Seller and Buyer agree to deposit in escrow all instruments, documents, writings, and monies identified or required to close escrow. Escrow shall close when Escrow Holder is in a position to: (a) record the executed Quitclaim Deed to the Property in favor of Buyer; (b) deliver a California Land Title Association (CLTA") Owner's Policy of Title Insurance issued to Buyer; and (c) deliver the Purchase Price to Seller.

5.2 Closing Date. The Close of Escrow shall occur on March 19, 2021 (the "**Closing Date**"). Upon mutual agreement of the parties in writing, the Closing Date may be changed to an earlier date or may be extended for a reasonable period of time.

5.3 Cancellation. If the Close of Escrow does not occur by the Closing Date due to a default by one of the Parties, the non-defaulting party may notify the other Party and Escrow Holder in writing that, unless the Closing occurs within five (5) business days following said notice, the Escrow shall be deemed cancelled without further notice or instructions. If both Parties are in default and the Close of Escrow does not occur by the Closing Date, the Escrow shall be cancelled. All escrow costs of cancellation, if any, will be paid by the defaulting party, or split if both Parties are in default.

6. Items to be Delivered on or before Close of Escrow

6.1 By Seller

a. Title. Seller shall execute and deliver to Escrow Holder for delivery to Buyer a Grant Deed, substantially in the form attached hereto as **Exhibit B.** The Grant Deed shall contain a restriction that the historical nature of the Property will be restored, preserved, or both, for the benefit of the citizens of El Dorado County, and that title will revert to Seller in the event Buyer conveys the Property to any person or entity which is not a nonprofit corporation involved with preserving and researching the history of El Dorado County.

b. Preliminary Title Report. Within ten (10) business days of Opening of Escrow, Seller shall deliver to Buyer a current preliminary title report. Buyer shall take title to the Property subject to the exceptions listed in said preliminary title report ("Listed Exceptions").

c. Title Insurance. At the Close of Escrow, Seller and Buyer shall direct the Escrow Holder to provide Buyer with a CLTA standard owner's policy of title insurance insuring that title to the Property is vested in Buyer subject to the Listed Exceptions.

6.2 By Buyer. Buyer shall deliver to the Escrow Holder for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, plus Buyer's share of costs, fees and expenses to be borne by Buyer pursuant to this Agreement.

7. Contingencies to Close of Escrow

7.1 Conditions Precedent to Buyer's Obligations. The Close of Escrow and Buyer's obligations with respect to the transactions contemplated by this Agreement are expressly conditioned upon the occurrence of the following contingencies, which must be satisfied (or waived in writing by the Buyer) by the Closing Date or by expiration of the Contingency Period if so specified below:

a. Title Insurance and Title Report. Title company shall be in a position to issue to Buyer a CLTA Owner's Policy of Title Insurance insuring Buyer in an amount equal to the Purchase Price showing title to the Property is vested in Buyer, subject to the Listed Exceptions together with any extended coverage and/or endorsements that the title company has agreed to issue in writing prior to the end of the Contingency Period.

b. Inspections and Studies. During the Contingency Period, (A) Buyer shall have the right to conduct any and all inspection and evaluations of the Property to Buyer's satisfaction; and (B) Buyer shall have determined that the Property is clean of contamination, toxic and/or hazardous materials, to Buyer's satisfaction. In the event that inspection finds that remediation is necessary, Buyer may cancel this Agreement at any time prior to the expiration of the Contingency Period. Seller shall not be obligated to perform or bear the financial burden of any remediation work.

c. Representations, Warranties and Covenants of Seller. As of the Close of Escrow, Seller will have duly and materially performed each and every obligation to be performed by Seller hereunder in all material respects.

d. Seller's Deliveries. As of the Close of Escrow, Seller will have delivered all the items described in Section 6.1.

The conditions set forth in this Section7.1 are solely for the benefit of Buyer and may be waived only by Buyer, with such waiver to be in writing to Seller. In the event any of the foregoing conditions are neither satisfied nor waived by Buyer prior to the expiration of the Contingency Period defined below, then Buyer shall deliver written notice thereof and of Buyer's election to terminate this Agreement to Seller and Escrow Holder, stating upon which of the above conditions Buyer is basing its election to terminate, on or before the applicable date listed in such condition ("Buyer's Termination Notice"). Upon termination of this Agreement, all rights, obligations, and liabilities of Seller and Buyer under this Agreement shall terminate except for any provisions that expressly survive the termination of this Agreement.

7.2 Conditions Precedent to Seller's Obligations. The Close of Escrow and Seller's obligations with respect to this transaction are expressly contingent upon all of the following conditions precedent:

a. Buyer's delivery to Escrow Holder, on or before the Closing Date, the Purchase Price and any other items described in Section 6.2.

b. Approval of this Agreement by the El Dorado County Board of Supervisors. The Board of Supervisors retains full and sole discretion to approve or disapprove this Agreement for any or no reason.

c. A finding from the appropriate planning agency that the proposed sale of the Property is in conformity with the planning agency's general plan.

d. Buyer having duly performed each and every agreement to be performed by Buyer hereunder, and Buyer's representations, warranties, and covenants set forth in this Agreement, continuing to be true and correct as of the Closing date.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller, with such waiver to be in writing to Buyer.

8. Contingency Period

8.1 Contingency Period. Buyer shall be entitled to seventy (70) calendar days from Opening of Escrow ("Contingency Period") to conduct any and all physical, economic and environmental inspections, investigations, tests and studies of the Property. Such evaluations may include, but are not limited to the following: phase I and phase II environmental surveys as needed, physical inspection, soils and groundwater tests, soil compaction tests, other engineering feasibility studies, review of any and all governmental regulations, improvement obligations to Buyer's satisfaction, investigation of the suitability of the Property for Buyer's purposes, and such other due diligence as Buyer desires.

8.2 Right of Entry. During the Contingency Period, or as extended, Buyer shall have the right, from time to time, at its own sole cost, expense, risk, and hazard, and in all such manner as it may reasonably determine, without material damage being imposed upon the Property, to enter upon the Property to make, or cause to be made, engineering findings in respect thereto, including without limitation, surveying, conducting test borings in order to determine subsoil conditions of ledge, peat or other soft materials, and in general, conducting other soil tests, analyses, and studies of the Property necessary to perform the evaluations described in Section 8.1 above. Buyer shall not make nor cause to be made any invasive or destructive testing without the prior written consent of Seller. Buyer will notify Seller, at least two (2) business days in advance of the dates of all tests and investigation and will schedule all test and investigation during normal business hours whenever feasible unless otherwise requested by Seller. Seller shall have the right to be present at any such inspections or testing. Buyer, at its sole cost and expense, shall restore the Property to its original condition immediately after any and all testing and inspections conducted by or on behalf of Buyer and Buyer will take all steps necessary to ensure that any conditions on the Property created by Buyer's testing will not interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly, or noisy conditions of the Property. Buyer hereby indemnifies and holds Seller harmless for any claims, liabilities, losses, injuries, expenses, or damages arising

out of or related to the negligence, recklessness, or willful misconduct of Buyer, Buyer's agents, employees, contractors, or representatives.

8.3 Seller's Documents. Within sixty two (62) calendar days from Opening of Escrow,, Seller shall deliver to Buyer copies of any architectural drawings, any and all building permits, certificates of occupancy, soil tests, surveys, engineering studies, and other similar documents in Seller's possession relating to the Property in order to assist Buyer in its feasibility study. Buyer specifically acknowledges and agrees that Seller makes no representations or warranties of any kind concerning the accuracy or completeness of any documents delivered or made available for inspection by Seller to Buyer, and that Buyer has undertaken such inspections of the Property as Buyer deems necessary and appropriate and the Buyer is relying solely upon such inspections and on any of the documents or other information provided to Buyer by or on behalf of Seller.

8.4 Contingency Removal. Buyer shall in writing remove or waive the contingencies at the end of the Contingency Period.

9. Seller's Representations and Warranties. Seller represents and warrants that:

9.1. 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, and, at Close of Escrow, will have the power to sell, transfer and convey all right, title and interest in the Property.

9.2. Seller has no knowledge of any pending litigation involving the Property.

9.3. As of the date Seller has executed this Agreement, and throughout the escrow period and at closing, Seller has no intention of filing for protection under the bankruptcy laws of the United States, and Seller shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or have been adjudicated bankrupt or have filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under federal bankruptcy law or any other similar law or statute of the United States or any state and no such petition shall have been filed against it.

9.4 There are no oral or written leases, rental agreements, service contracts or other related agreements, licenses, and permits affecting all or any portion of the Property.

9.5 All representations, warranties, covenants, and other obligations described in this Agreement shall survive the delivery of the termination of this Agreement, as applicable.

10. AS-IS SALE. Notwithstanding the foregoing, Buyer acknowledges that, except as expressly contained in this Agreement, Seller has made no representation, warranty or promise to Buyer concerning the physical aspects or condition of the Property or the feasibility or desirability of the Property for any particular use. In entering this Agreement, Buyer has not relied on any representation or warranty by Seller or its agents as to any matters concerning the

Property, other than as may be expressly contained in this Agreement. The Property is sold in an "AS IS" condition. Buyer acknowledges and agrees that as of the Close of Escrow, the Property is acquired "AS IS" in its existing condition and its "AS IS" state of repair with all faults and conditions then existing on the Property, including any hazardous substances or hazardous wastes that may be located on, under, or around the Property, whether known or unknown, and Buyer assumes all responsibilities for such faults and conditions.

Without limiting the above, Buyer waives its right to recover from Seller and from Seller's officers, employees and agents, and forever releases and discharges Seller from any and all claims, damages, losses, liabilities, penalties, fines, liens, judgment, costs, or expenses whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the condition of the Property, or any law or regulation applicable thereto, including without limitation, any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or hazardous materials.

In connection with the above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

11. **Seller's Pre-Closing Covenants.** So long as this Agreement remains in full force and effect:

11.1 Without the prior written consent of Buyer, Seller will not convey any interest in the Property and will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date which will not be eliminated prior to the Close of Escrow, other than as may be required by any applicable government or quasi-governmental authority or by a provider of utility services and except as may be otherwise provided for in this Agreement.

11.2 Seller will not make any material alterations to the Property without Buyer's consent, which consent will not be unreasonably withheld or delayed. Seller will maintain the Property in substantially the same condition as of the Effective Date.

11.3 Seller will keep and perform all of the obligations to be performed by Seller under any contracts entered into by Seller providing for the provision of good or services to or with respect to the Property or the operation thereof. After the Effective Date, Seller will not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation thereof unless such contracts or agreements can be terminated by the Closing Date, without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed. Seller will not enter into any leases for any portion of the

Property without Buyer's written consent, which consent will not be unreasonably withheld or delayed.

12. Expenses and Fees

12.1 Seller will pay:

a. 1/2 the premium for the CLTA title insurance policy;

b. 1/2 of all escrow fees and costs;

c. Documentary transfer taxes where applicable: and

c. Seller's share of prorations.

12.2 Buyer will pay:

a. 1/2 the premium for the CLTA title insurance policy;

b. 1/2 of all escrow fees and costs;

c. All costs and requirements for any extended coverage and/or endorsements to the title policy arranged by Buyer;

d. Recording fees; and

c. Buyer's share of prorations.

12.3 Except as otherwise set forth herein, Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller respectively. All other normal costs and expense of the Escrow will be allocated between Buyer and Seller in accordance with the customary practice in the county in which the Property is located.

13. Prorations

13.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow occurs before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation. All delinquent taxes and all delinquent assessments, if any, on the Property will be paid at the Close of Escrow from funds accruing to Seller.

13.2 Utilities. Seller will notify all utility companies servicing the Property if any, of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility

companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. In addition to the final Purchase Price, Buyer will pay to Seller an amount equal to the total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's right, title and interest in any such utility deposits; provided, however, Seller reserves the right to receive a return of such utility deposits and in such event, Buyer will arrange for substitute deposits with the utility companies as may be required. If following the Close of Escrow either Buyer or Seller receives a bill for utilities, or other services approved in writing or ordered by such party and provided to the Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill as of the Close of Escrow.

13.3 Method of Proration; Survival. All prorations will be made as of the date of Close of Escrow based on 365-day year or a 30-day month, as applicable. The obligations of Seller and Buyer to prorate and adjust revenues and expenses of the Property shall survive the Close of Escrow.

14. Disbursements and Other Actions by Escrow Holder. At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

14.1 Funds. Disburse all funds deposited with Escrow Holder by Buyer in payment of the final Purchase Price for the Property as follows:

a. Deliver to Seller the final Purchase Price, less the amount of all items, costs, and prorations chargeable to the account of Seller; and

b. Disburse the remaining balance, if any, of the funds deposited by Buyer to Buyer, less amounts chargeable to Buyer.

14.2 Recording. Cause the Quitclaim Deed (with documentary transfer tax information to be affixed) to be recorded with the County Recorder for the county in which the Property is located and obtain conformed copies therefor for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue Title Policy to Buyer.

14.4 Delivery of Documents to Buyer or Seller. Deliver to Buyer documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

15. Possession and Occupancy; Risk of Loss; Casualty or Condemnation. Seller will deliver possession of the Property to Buyer at the Close of Escrow. All risk of loss or damage to the Property shall pass from Seller to Buyer at the Close of Escrow. In the event of a casualty that causes material damage to the Property costing more than Twenty-five Thousand dollars ($25,000.00) or more to repair or cure or a condemnation proceeding commenced prior to Closing, this Agreement shall be terminated within five (5) business days of Seller's written notice to Buyer in which event the parties shall split escrow costs incurred to date and neither party shall have any further rights or obligations hereunder, except for those expressly stated as surviving termination of the Agreement, and Seller shall be entitled to all insurance proceeds,

compensation, awards and other payments or relief resulting from such casualty or condemnation proceedings.

16. **Time is of the Essence**. Time is of the essence of this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by Buyer and Seller. In the event that any date specified in this Agreement falls on Saturday, Sunday or a Holiday (as defined in Section 6700 of the California Government Code) (each a "Non-Business Day"), such date shall be deemed to occur on the next business day. For purposes of this Agreement, a "business day" shall mean a day other than a Non-Business Day.

17. **Notices.** All communications and notices required or permitted by this Agreement shall be given in writing in the manner set forth below, addressed to the party to be served at the addresses written below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice or communication given by (a) mail shall be deemed to have been given four business days after it is deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic facsimile or email shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., Pacific Standard Time, on business days, and (ii) the sending party sends a hard copy of the original transmitted document(s) following the electronic transmission, by one of the methods described in subsections (a), (b) or (c) above.

SELLER: County of El Dorado
Board of Supervisors
Attn: Clerk of the Board
330 Fair Lane
Placerville, CA 95667

Copy to: County of El Dorado
Chief Administrative Office
Attn: Russ Fackrell
330 Fair Lane
Placerville, CA 95667

BUYER: El Dorado Gold 1848
4521 Lakeshore Court
Single Springs, CA 95682
Attn: Fred Ott, President

benefit of, the parties hereto and their respective heirs, executors, assigns and successors in interest.

29. Restoration Plan. Within one (1) year after the Effective Date of this Agreement, Buyer shall, upon Seller's request, provide a copy of a restoration plan for the Property for Seller's informational purposes only.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), but which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have signed this Agreement as of the date last written below ("Effective Date").

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; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce the provisions of this Agreement shall be brought in the Superior Court of the County of El Dorado.

20. **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.

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. **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.

23. **Severability.** In the event that any provision of this Agreement shall be adjudicated void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. This Agreement shall not be strictly construed for or against any party.

25. **Warranty of Authority**. The Parties to this Agreement warrant and 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.

26. **County Contract Administrator.** The County officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

27. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit and protection of the parties hereto. No condition, covenant, waiver or release contained herein made or given by Seller or Buyer is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.

28. **Successors and Assigns.** Buyer shall have full and sole discretion to assign this Agreement without Seller's consent. This Agreement shall be binding upon, and inure to the

SELLER: COUNTY OF EL DORADO

By: _____ Dated: _____
Chair, Board of Supervisors

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

BUYER: EL DORADO GOLD 1848

By: _____ Dated: 3-5-2021
Fred Ott, President

By: Sue Taylor Dated: 3-5-21
Sue Taylor, Secretary

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

APN: 002-151-18-100
APN: 002-151-03-100

Mail Tax Statements to above.

Above section for Recorder's use

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, COUNTY OF EL DORADO, a political subdivision of the State of California ("Grantor"), grants to EL DORADO GOLD 1848 ("Grantee"), all of the rights, title, and interests in that certain real property located in El Dorado County, State of California, described as follows:

See Exhibit 'A' attached hereto and made a part hereof, which description is by this reference incorporated herein ("Property").

This conveyance is made on the express condition that the historical nature of the Property be restored, preserved, or both, for the benefit of the citizens of El Dorado County, and that title shall automatically revert to Grantor, its heirs, successors and assigns, in the event that Grantee conveys the Property to any person or entity which is not a nonprofit corporation involved with preserving and researching the history of El Dorado County.

COUNTY OF EL DORADO

Dated _____

By_____
Chair, Board of Supervisors

[SIGNATURE MUST BE NOTARIZED]

Agreement 3342

575 & 585 Main St.

Original + Signed Purchase &
Sale Agreement



=> Plus March 4, 2021
Don Aston Email

License #959403
PO Box 549, Diamond Springs, Ca 95619
Phone: (530) 647-0653 / Fax: (530) 644-5727

ROOFING PROPOSAL

PREFERRED CONTRACTOR

ACCREDITED BUSINESS

Submitted to:	Sue Taylor	Job: 525 Main Strret	
Address:	525 Main Street		
City, State, Zip:	Placerville Ca, 95667		
Phone:	530-391-2190		
Date:	02/19/2021	Email:	suetaylordesign@comcast.net

Due to the constant change in material pricing, this bid is only good for 30 days from proposal date.

We hereby submit specifications and the bid proposal for a TPO Roofing System:

1) Provide City of Placerville re roof permit

2) Remove one layer of existing low slope roofing

3) Install ¼" denz deck fire board

4) Install GAF 60 mil white low slope TPO roofing

5) Fully adhere TPO to parapet walls aboce 3' in height

6) Install all new TPO plumbing, exhaust and scupper drain flashings

7) Seal all flashing with TPO water cut off mastic

8) Install all new cap metal to parapet walls

9) Blow debris from roof surface

10) Remove and dispose of all debris from premises

We propose to furnish materials and labor as stated above, for the sum of:

Twenty Eight Thousand Three Hundred Forty and 00/100 $28,340.00

Customer Signature_____ **Date**_____

Sue Taylor

Authorized Signature _____ **Date**_____

Mountain Roofing Systems

NOTE ON EXTRA WORK AND CHANGE ORDERS:

This bid is based on the knowledge that there is only one layer of roofing to be removed; additional layers will be charged an additional fee. If we run into dry rot or other extra work not included in the original contract, Mountain Roofing Systems will make every effort to notify you (the homeowner) of any extra work/cost needed. A written change order with scope of work to be done and cost will be provided for your authorization. Dry rot or damaged lumber will be replaced on a time basis at the rate of $85.00 per man hour plus the cost of materials.

Initial_____

WARRANTY INFORMATION:

You are entitled to a filled in copy of this agreement, signed by both you and the contractor, before any work may be started. All workmanship carries a five (5) year warranty and conforms to all local codes and meets manufacturer's specifications. Workmanship warranty is nontransferable without prior written consent from Mountain Roofing Systems. Mountain roofing Systems will not warranty material defects. This warranty guarantee does not include damage to roof caused by wind, lightning, hailstorms, ice dams, earthquakes, or other causes beyond our control. Mountain Roofing Systems is not responsible for roof failure due to inadequate roof ventilation. The customer will be responsible for the cost of materials in the event of color change or job cancellation in addition to any other applicable costs. Workmanship warranty is null & void if any alterations are done to our completed roof project stated herein. **Initial**_____

PAYMENT SCHEDULE AS FOLLOWS:

Down payment of 10% or $1,000.00 (whichever is less) is required at time of signing contract to be put in line for scheduling. Balance is due and payable upon completion of work. Final payment is due upon receipt of invoice and is NOT contingent on final inspection signed off from Building Department for permit. Only 5% can be withheld from final payment when job is complete, and downspouts are still waiting to be done. **Any balance not paid in full at time of invoice will be charged 1.5% interest per month till payment is made in full. All pages of contract must be signed and/or initialed, along with down payment and returned before commencement of job scheduling. Deposit will be forfeited if customer chooses to cancel (and Mountain Roofing Systems is willing to do so) after three-day cancellation period.** Cash, check or credit card payments are accepted however, credit card payments will incur a 3% fee. .

Initial_____

NOTE ON ROOFING PROJECT:

If there are ducts in the attic, the insulation will need to be brought up to the current code of R-38 unless cool shingles are installed on roof. Mountain Roofing Systems will provide this service if necessary. It will be necessary for heavy trucks and or equipment to be on and around your property during the re-roofing process; Mountain Roofing Systems accepts no liability for possible damage to driveway, deck, landscaping, etc. Mountain Roofing Systems will make every effort and follow precautions to prevent damage if possible. Should a satellite dish be present, and roof mounted, it will need to be removed for the re-roofing process and will be the responsibility of the customer to have it properly realigned.

This contract shall not be assigned without prior consent of MOUNTAIN ROOFING SYSTEMS.

I agree to the legal specifications of this contract: _____

Customer Initials

IF THE TOTAL PRICE OF THE JOB IS $500.00 OR MORE, INCLUDING LABOR AND MATERIALS, CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED BY THE STATE CONTRACTORS LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING. THE CONTRACTORS STATE LICENSE BOARD HAS THE JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A LATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION.

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A VALID LICENSE, THE CONTRACTORS STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLIANT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR THEIR EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO VERIFY VALID LICENSES OF CONTRACTORS AND THE HISTORY OF LICENSED CONTRACTORS.

CONTRACTOR STATE LICENSE BOARD
PO BOX 26000
SACRAMENTO, CA 95826
1-800-321-2752
WWW.CSLB.CA.GOV

ALL PROPOSALS ARE SUBJECT TO A "THREE DAY" RIGHT TO CANCEL AND BECOME A CONTRACT ONLY AFTER PURCHASERS ACCEPTANCE BY SIGNATURE AND FINAL APPROVAL BY COMPANY'S COMMENCING PERFORMANCE HEREON. THE COMPANY IS HEREBY AUTHORIZED TO MAKE ALL SUCH OPENINGS AS ARE NECESSARY FOR THE FULFILLMENT OF THIS CONTRACT AND WILL CLOSE SUCH OPENINGS IN A NEAT AND WORKMAN LIKE MANNER. CONTRACT WORK IS PAYABLE UPON PRESENTATION OF INVOICE. PAYMENT OF THIS ACCOUNT SHALL BE MADE TO MOUNTAIN ROOFING SYSTEMS. IN THE EVENT THE COMPANY HAS TO FILE SUIT TO COLLECT ANY BALANCE DUE UNDER THIS CONTRACT AND PREVAILS, THE SIGNER AGREES TO PAY REASONABLE ATTORNEY FEE'S AND COST. THE COMPANY CARRIES WORKER COMPENSATION AND LIABILITY INSURANCE BUT DOES NOT ASSUME RISK OF ANY CHARACTER UNDER THIS CONTRACT OTHER THAN THOSE COVERED BY SUCH INSURANCE. OUR CONTRACTOR LICENSE IS CALIFORNIA #959403. THIS COMPANY SHALL NOT BE RESPONSIBLE FOR DAMAGE OR DELAYS DUE TO STRIKES, FIRES, ACCIDENT OR OTHER CAUSES BEYOND ITS REASONABLE CONTROL. YOUR ATTENTION IS DIRECTED TO SECTION 1193 CALIFORNIA CODE OF CIVIL PROCEDURE WHICH REQUIRES US TO NOTIFY YOU THAT IF YOUR BILL IS NOT PAID IN FULL FOR LABOR, SERVICES EQUIPMENT, OR MATERIALS FURNISHED OR TO BE FURNISHED, THE IMPROVED PROPERTY (WHICH IS DESCRIBED HERON) MAY BE SUBJECT TO MECHANICS LIENS, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE LAW REQUIRES THAT THE CONTRACTOR GIVE YOU A NOTICE EXPLAINING YOUR RIGHT TO CANCEL. BY INITIALING BELOW, YOU AGREE THAT THE CONTRACTOR HAS GIVEN YOU A 'NOTICE OF THE THREE-DAY RIGHT TO CANCEL' AND THE INFORMATION DISCLOSED TO YOU HEREIN IS CLEARLY UNDERSTOOD.

Respectfully Submitted,

Authorized Signature:_____ **Dated**_____

Mountain Roofing Systems

I understand the terms of this agreement and my rights,

Customer Signature:_____ **Dated**_____

Sue Taylor

License # 959403
PO Box 549, Diamond Springs, CA 95619
Phone: 530-647-0653 / Fax: 530-644-5727
Mountainroofingsystems.net

NOTICE OF RIGHT TO CANCEL
Notice of Cancellation

Regarding date of signed contract herein

You may cancel this transaction, without any penalty or obligation, within three business days from the date of contract signed herein.

If you cancel any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller or if you agree to return the good s to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an e-mail to:

Mountain Roofing Systems
(Name of Seller)

4640 Chrome Ridge Ct, Placerville, CA 95667
(Address of Seller's place of business)

Not later than midnight of the date on signed contract herein

I hereby cancel this transaction_____
(Date)

_____
(Buyer's signature)

PO Box 549, Diamond Springs, CA 95619
Office phone: 530-647-0653 / Fax: 530-644-5727
www.MountainRoofingSystems.net
Lic # 959403

Owner Re-Roof Alert Notice

Dear Homeowner:

We value our customers at Mountain Roofing Systems and in doing so we put together this list to help you prepare for your upcoming re-roof project. It is important to be available to help assure all goes well for your upcoming project. Please read and sign that you have read and understand these alerts.

1. Please notify us of any valuable shrubs, plants, trees, etc. you would like special protection of; as well as any underground pipes, conduits, sprinkler systems etc. so we can be sure to take the precautions to not damage any unseen utilities.
2. Please secure any wall hangings, i.e.: pictures, plates, paintings, breakable shelves with knick-knacks, etc. The re-roof process can vibrate and shake loose things you value but may not think of before it's too late.
3. Please park cars away from driveways and out of garages to allow full access during the roofing process.
4. Regarding dry rot, it is often unseen until after the roof is torn off. We will inspect materials before proceeding and inform you of any extra incurred cost should they arise. Please make sure you are available during this process, so we may proceed as soon as possible. Due to State building codes that Mountain Roofing Systems is liable for, a new roof will not be put on any known dry rot. Please Note: In the event a change order needs to be done due to unforeseen costs, you as the homeowner are responsible to be available to understand and sign the change order. If for whatever reason we are not able to contact anyone regarding changes, Mountain Roofing Systems has the right to continue construction with change order in place to finish project in a timely manner and all costs will be due at the end of the project.
5. Regarding ventilation, many times in homes built in the 1990's and earlier, ventilation was not a focus or a priority. Mountain Roofing Systems will focus on the issue and will inspect and calculate proper roof ventilation in conjunction with proper eave ventilation and recommend any extra ventilation that's needed. We will include existing ventilation replacement in our bid proposal and options for any extra ventilation recommendations, so you will have all the information to make the decisions as you see fit.

We would like to thank you for this opportunity and look forward to working with you.

Mountain Roofing Systems

Homeowners signature that they have read and understood: _____

MOUNTAIN ROOFING SYSTEMS
License #959403
PO Box 549
Diamond Springs, Ca 95619
OFFICE: 530-647-0653 / FAX: 530-644-5727
Mountainroofingsystems.net

Customer:	Sue Taylor	Date:	02/19/2021
Job Address:	515 Main Street	Phone #:	530-391-2190
	Placerville Ca, 95667	Fax #:	
Mailing Address:		Email:	suetaylordesign@comcast.net

Repair quote for the following work:

1. Clean debris from roof surface
2. 3 course around all flashing, drains and A/C corners
3. 3 course to consist of 2 layers of modified mastic and 1 layer of fiberglass webbing
4. Replace any missing shingles at pitch areas.
5. Secure any loose tabs at parapet walls with adhesive and tab nails.
6. Seal all joints and holes in cap metal with polyurethane sealant.
7. Seal all exposed nails.
8. Secure flashing at pitched roof with self-sealing screws
9. Remove and dispose of all debris from premises.

Price: $5,975.00

Notes: All extra work, dry rot and structural damage cost will be based on a rate of $85.00 per man-hour plus the cost of materials. Repair trip charge will be deducted if a new roof is needed and a contract is signed. Customer is responsible for painting of all repaired areas. We try to match colors as close as possible. It is likely that some color variation will occur due to age of products and mixture of colors; we accept no liability for this. On accounts not paid in full, we reserve the right to reclaim any installed or uninstalled materials by passing all trespass and other restrictions. **Initial**_____

Guarantee: Due to the fact we cannot guarantee other people's work, there will be no warranty on any other area of the roof other than the area that is specified above. This repair stated above will have a warranty of one year from the date on this contract. We are not held liable for any damage to structure, its fixtures or contents by water or other causes. Any radio and television antennas, signs, neon signs, air conditioning equipment, evaporative coolers, solar panels, electrical wiring, etc. will be moved at the customer's risk. **This quote is good only if accepted by the customer within 30 days from the date hereupon.**

Initial_____

Payment is due upon notification of completion. Payments made with credit card will incur a 3% fee.

Acceptance of contract: All of the above prices, specification, terms and other conditions of this contract are satisfactory and are hereby accepted in full. Contractor is authorized to do the work as specified. I promise to make the payments as outlined above. I understand that this document is a legally binding contract, and in consideration for the work to be performed by the contract as specified in this agreement, I agree to pay contractor at the maximum rate allowed by law in addition to the amount due if payment is not received in full. The customer shall pay all cost of collection, including attorney fees, if the above sum is not paid when due. Interest will be charged on all over due accounts at a rate of 18% per annum.

Date: _____ **Customer Signature:** _____

Date: _____ **Accepted By:** _____

Fred Ott

From:	Fred Ott <fred.ott@att.net>
Sent:	Tuesday, March 02, 2021 8:06 PM
To:	'bosone@edcgov.us'
Cc:	'russell.fackrell@edcgov.us'; 'don.ashton@edcgov.us'
Subject:	Agenda item for next week's BOS meeeting
Attachments:	1848 Request.pdf

Good evening, John! We would appreciate having the attached request placed on next week's Board of Supervisors meeting agenda. Thank you! - Fred

El Dorado Gold 1848

2 March 2021

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

Reference: Board Meeting Agenda for 9 March 2021

Dear Honorable Board of Supervisors,

We appreciate the efforts that the County has taken in the goal for El Dorado Gold 1848, Inc.(aka: 1848) to acquire the old Post Office and Annex in order to give 1848 the opportunity to restore the buildings to be used for historical purposes for the benefit of the citizens of El Dorado County.

Part of 1848's plan is to use the Annex for the benefit of multiple historical non-profits to have official offices, mail boxes and conference facility. This would also provide funds for insurance, utilities and other maintenance costs while working on generating funds through donations and grants.

When we started this journey, we had no idea that the roofs were in such bad shape. We had the roof of the Post Office building inspected and decided that, with small repairs, 1848 would have a guaranteed year to work on the building while gathering funds for restoration. This would be very manageable.

However, upon close inspection by a local professional roofing company on February 19th, we found that the entire Annex roofing (525 Main Street) is in desperate need of complete replacement. The interior acoustical tiles are getting soaked and dropping to the floor in several areas. The roof is blistering to the point that simply repairing the roof is not an option. The bid from the roofing company was in the amount of $28,340.00, plus an additional cost if dry rot is found, for complete replacement. We knew from the Vanir Report that the roof needed repair, but we did not realize that the replacement was to become an emergency.

The $100,000 that has been already deposited with Placer Title includes personal contributions in the amount of $25,000 from members of the Board of Directors of 1848 as an indication of their commitment to the success of this venture. Thus, we would like to ask the Board of Supervisors to accept the $100,000 currently in escrow in lieu of the original $125,000 offer which would allow 1848 to use the remaining $25,000 to replace the Annex roof. This would give 1848 the ability to quickly occupy the facility and move forward in our goal for complete restoration of the Old Post Office.

Please consider this request as an adjustment to our original proposal. We appreciate your consideration.

If this is not acceptable, we will continue with the current agreement. As we have previously stated, this is a community project. We do not personally benefit from this finance modification; the community benefits.

Thank you,

Fred Ott, President
El Dorado Gold 1848

INSURANCE PROPOSAL

GALLERY/MUSEUM PREMIER

Especially Prepared For	EL DORADO GOLD 1848 INC. DBA: El Dorado Gold 1848 Inc. 515 Main St Placerville, CA 95667-5609
Issued By	Toby Stapleton (954935C) 10112 Fair Oaks Blvd Ste 8 Fair Oaks, CA 95628-7131 Phone: (916) 621-5050 tstapleton@farmersagent.com License #: 0K44782
Printed On	March 5, 2021
Proposed Policy Period	From 03-01-2021 To 03-01-2022
Underwriting Company	Farmers Insurance Exchange www.farmers.com/business
Quote/Policy Number	I3E5F8

FARMERS®
INSURANCE

A Package Protection Designed For You!

FARMERS INSURANCE

Farmers And Our Agency Offer You:

- **Strength And Stability**
  Since 1935 we have been serving business owners and as one of America's largest and premier insurance companies, we will be there when you need us.

  We are rated **"A" (Excellent)** by AM Best and classed in their highest financial strength category of XV.

- **Professional Agents And Underwriters, Specialists In The Industry**
  Our agents and underwriters are highly trained professionals with in-depth industry knowledge who specialize in providing the right insurance solution for your needs.

- **Dedicated Agent And An Insurance Expert**
  Our agents are licensed professionals who have been trained through award-winning, rigorous insurance courses. With their training and in-depth industry knowledge, they will assist you in the selection of the most appropriate coverage and limits and answer any of your insurance related questions.

- **The Customized Service You Deserve**
  Insurance is an important part of your business' financial security, and you expect quality service. That is what you will get – customized coverage accompanied by excellent service through professional, knowledgeable and responsible agents and claims representatives.

- **Competitive Pricing And Easy Payment Options**
  Financial stability is important for all of us and you can count on us to deliver unparalleled service at the best pricing. It is our goal to make doing business with us easy. We offer a variety options to make the payment of premiums as easy as possible.

- **Loss Prevention Program**
  One way to reduce premium is to make sure your losses are minimized. With our risk management professionals, we will help you to prevent and to mitigate the loss potentials. This will keep the premium low and let you focus on your business, not on insurance matters.

- **24-hours Claims Service**
  Our highly trained and dedicated Claims staff will provide the assistance when the unexpected event occurs. Whether it is a small fire loss or it is multiple losses in catastrophic events, Farmers gets you back where you belong.

- **One Agency To Handle All Your Insurance Needs**
  We are a full-service multiple lines agency. We can assist with your commercial insurance needs such as Property/Liability, Business Auto, Commercial Umbrella and Workers Compensation. In addition, we can serve your personal lines needs such as Homeowners, Personal Auto, Personal Umbrella, Life Insurance and much more in the way of specialty coverages and services!

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To Specific Location And/Or Building

Loc. 1	515 Main St, Placerville, CA 95667	Non-Sprinklered, J Masonry Building
Bldg. 1	Replacement Cost Building & Replacement Cost BPP	

Coverage	Limit	Deductible/WP
Building	$1,700,000	$2,500
Business Personal Property (BPP)	$25,000	$1,000
Building – Automatic Increase Amount	4%	
Building Ordinance Or Law - A	Included	None
Building Ordinance Or Law - B & C (Demo & ICC) Combined	$50,000	None
Building Ordinance Or Law - BI & EE	ALS	0 Hours
Building Ordinance or Law – Increased Period of Restoration	Included	None
Earthquake Sprinkler Leakage - Building / TIB	Coverage Available	
Earthquake Sprinkler Leakage - Business Personal Property	Coverage Available	
Equipment Breakdown	Included	$1,000
Equipment Breakdown – Ammonia Contamination	$50,000	$1,000
Equipment Breakdown – BIEE	Included	0 Hours
Equipment Breakdown –Drying Out Coverage	$50,000	$1,000
Equipment Breakdown – Expediting Expense	$50,000	$1,000
Equipment Breakdown – Hazardous Substance	$50,000	$1,000
Equipment Breakdown – Water Damage	$50,000	$1,000
Exterior Building Glass	Included	$2,500
Food Contamination Shutdown - Business Income	Coverage Available	
Food Contamination Shutdown - Expense	Coverage Available	
Glass Deductible Buyback	Coverage Available	
Household Personal Property	Coverage Available	

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To Specific Location And/Or Building

Loc. 1	515 Main St, Placerville, CA 95667	Non-Sprinklered, J Masonry Building
Bldg. 1	Replacement Cost Building & Replacement Cost BPP	

Coverage	Limit	Deductible/WP
Tenants Improvements And Betterments	$10,000	$2,500

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To Specific Location And/Or Building

Loc. 1	Building: All	515 Main St, Placerville, CA 95667

Coverage	Limit	Deductible/WP
Accounts Receivables - On-Premises	$25,000	$1,000
Debris Removal	25% Of Loss + 10,000	
Personal Effects	$2,500	$1,000
Pollutant Clean Up And Removal Aggregate	$10,000	$1,000
Valuable Paper And Records - On-Premises	$25,000	$1,000

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To ALL Covered Locations

Coverage	Limit	Ded./Waiting Per.
Blanket Building Coverage Limit	Coverage Available	
Blanket Business Personal Property Coverage Limit	Coverage Available	
Accounts Receivables – Off-Premises	$2,500	$1,000
Back Up Of Sewers Or Drains	$50,000	$1,000
BI & EE - Newly Acquired or Constructed Property	$250,000	0 Hours
Bus Inc & Extra Exp (BI & EE) - Time Period	12 Months	
Business Income & Extra Expense - Civil Authority	3 Weeks	0 Hours
Business Income (BI) & Extra Expense (EE)	ALS	0 Hours
Business Income From Dependent Properties	30 Days ALS	0 Hours
BPP Seasonal Increase	50%	
Claims Expense	$5,000	None
Crime Conviction Reward	$10,000	None
Customers Property Coverage	Coverage Available	
Deferred Payments	$5,000	None
Electronic Data Processing Equip & Media - Blanket	$10,000	$1,000
Electronic Data Processing Equip & Media - Blanket - Per Item	$2,500	$1,000
Electronic Data Processing Equipment - Scheduled	Coverage Available	
Employee Dishonesty	$10,000	$1,000
Employee Dishonesty - Designated Agents	Coverage Available	
Extended Business Income	60 Days	
Fine Arts - Blanket	$10,000	$1,000
Fine Arts - Blanket (Per Item Limit)	$2,500	$1,000
Fine Arts - Schedule	Coverage Available	

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To ALL Covered Locations

Coverage	Limit	Ded./Waiting Per.
Fire Department Service Charge	$10,000	None
Fire Extinguisher Systems Recharge Expense	$1,000	$1,000
Forgery And Alteration	$10,000	$1,000
Installation Property - Blanket	$2,500	$1,000
Leasehold Interest	$10,000	None
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	$15,000	$1,000
Lock Replacement	$1,000	None
Money And Securities – Inside Premises	$10,000	$1,000
Money And Securities – Outside Premises	$2,500	$1,000
Money Orders And Counterfeit Paper Currency	$1,000	$1,000
Newly Acquired Or Constructed Property - Buildings	$500,000	$2,500
Newly Acquired Or Constructed Property - BPP	$250,000	$1,000
Off-Premises Power Or Water Failure - Direct	$10,000	$1,000
Off-Premises Power Or Water Failure - Time Element	ALS Subj To Direct L	12 Hours
Outdoor Property – Antennas And Satellite Dishes	$1,000	$1,000
Outdoor Property - Fences And Walls	$2,500	$1,000
Outdoor Property - Trees, Shrubs & Plants (Per Item)	$1,000	$1,000
Outdoor Property - Trees, Shrubs And Plants	$10,000	$1,000
Outdoor Signs	$5,000	$1,000
Patterns, Dies And Molds	$5,000	$1,000
Personal Property in Transit - Excluding Spoilage	$2,500	$1,000
Personal Property in Transit - Including Spoilage	Coverage Available	
Personal Property Off Premises	$25,000	$1,000

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To ALL Covered Locations

Coverage	Limit	Ded./Waiting Per.
Premises Boundary	1,000 Feet	
Preservation Of Property	30 Days	
Spoilage	$5,000	$1,000
Tools And Equipment - Blanket	$5,000	$1,000
Tools And Equipment - Blanket (Per Item Limit)	$1,000	$1,000
Tools And Equipment - Schedule	Coverage Available	
Unauthorized Business Card Use - Aggregate	$5,000	$250
Unauthorized Business Card Use - Occurrence	$1,000	$250
Valuable Paper And Records – Off-Premises	$2,500	$1,000

Signature Of The Applicant: _____

COVERAGE SUMMARY – LIABILITY

Covered Locations	
1	515 Main St, Placerville, CA 95667

Coverage	Limit/Date
General Aggregate (Other Than Products & Completed Operations)	$2,000,000
Products And Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury	Included
Each Occurrence	$1,000,000
Tenants Liability (Each Occurrence)	$1,000,000
Medical Expense (Each Person)	$10,000
Pollution Exclusion - Hostile Fire Exception	Included
Abusive Act	Coverage Available
Contractual Liability Limitation	Included
Cyber Liability And Data Breach Response	$50,000
Cyber Liability And Data Breach Response - Self Insured Retention	$2,500
Cyber Liability And Data Breach Response - Retroactive Date	03/01/2021
Cyber Liability And Data Breach Response - Continuity Date	03/01/2021
Employee Benefits Liability – Aggregate	$1,000,000
Employee Benefits Liability – Each Employee	$1,000,000
Employee Benefits Liability – Each Employee Deductible	$1,000
Employer's Liability	Coverage Available
Employment Practices Liability	Coverage Available

Signature Of The Applicant: _____

COVERAGE SUMMARY – LIABILITY

Coverage	Limit/Date
Hired Auto Liability	Coverage Available
Non-Owned Auto Liability	$1,000,000
Liquor Liability	Coverage Available
Newly Acquired Or Formed Organizations	90 Days
Per Location General Aggregate Limit	Included
Property Damage Deductible - Per Occurrence	$1,000

Signature Of The Applicant: _____

A Package Protection Designed For You!

FARMERS INSURANCE

COVERAGE SUMMARY – COMMERCIAL UMBRELLA

Pairing a Commercial Umbrella policy with your Gallery/Museum Premier policy is an inexpensive way to extend your liability coverage.

Large liability losses that go beyond the limits of an insurance policy can and do happen, and a Commercial Umbrella policy from Farmers® is a smart choice to help ensure both the assets and future earnings of your business are not adversely affected by them.

The Farmers® Commercial Umbrella policy provides additional coverage limits above the limits of the underlying policy, and primary liability coverage once the underlying aggregate limits of liability have been exhausted by claims payments.

A preliminary quote of $404 for $1,000,000 in Commercial Umbrella coverage has been generated below. You can use this quote as a starting point for discussion with your Farmers® agent regarding the coverage that meets your business needs.

Higher limits are available.

Coverages	Limits*/Provision
Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000
Self Insured Retention	$10,000

Underlying Insurance*	Limits*
General/Business Liability (Each Occurrence)	$1,000,000
General/Business Liability (General Aggregate)	$2,000,000
Automobile Liability	Not Covered
Employer's Liability	Not Covered

*There may be additional underlying insurance with same or different limits. These will be disclosed in policy declarations pages

Signature Of The Applicant: _____

PROPOSED PREMIUM SUMMARY

GALLERY/MUSEUM PREMIER

Property, Crime And Inland Marine	$7,494
General / Business Liability	Included
Terrorism Risk Insurance Act (TRIA)	$75
Membership / Policy Fees	$150
State Taxes, Assessments And Surcharges	NONE
TOTAL PREMIUMS AND FEES	$7,719
Umbrella Liability	*$404*

By placing workers compensation as well as your personal homeowners and auto insurance, you may be eligible for premium discount.

PROPOSED PREMIUM SUMMARY

GALLERY/MUSEUM PREMIER

Payment Option	Down Payment	# of Remaining Installments	Installment Amount	*Umbrella Premium*	Installments with Umbrella
Annual	$7,719.00	None		*+$404.00*	**$8,123.00**
Semi Annual	$3,859.50	1	$3,859.50	*+$202.00*	**$4,061.50**
Quarterly	$1,929.75	3	$1,929.75	*+$101.00*	**$2,030.75**
Monthly EFT	$643.25	11	$643.25	*+$33.66*	**$676.91**
Monthly Credit Card	$643.25	11	$643.25	*+$33.66*	**$676.91**
Monthly	$643.25	11	$643.25	*+$33.66*	**$676.91**

Your first installment will be collected by your agent at the time your policy is issued. The remaining installments will be billed directly by the Company. These are approximated values and do not include installment fees, which vary by state. Installment fees do not apply if the total is paid in full on the first invoice or if automatically recurring payment is made via Electronic Funds Transfer from a checking or savings account.

Installment fee: $6.00.

Based on the information contained in insurance application(s) or on the information otherwise provided, this proposal provides an estimated premium for the coverages and limits referenced herein and may not include all available coverages.

This is only a proposal for insurance, and is not an insurance policy or binder, or part of or incorporated into an insurance policy or binder. The issuance of an insurance policy contract with the actual premium amount is contingent upon the application of underwriting criteria and is subject to rates approved or mandated by the appropriate state regulatory authority. Please refer to the complete policy for specific details of your policy provisions, such as the actual coverages, conditions, and exclusions. If there is any conflict between this proposal and the policy language, the policy language would prevail.

This Proposal is valid for 90 days from 03/01/21.

FARMERS INSURANCE

COVERAGE GLOSSARY – PROPERTY, CRIME AND INLAND MARINE*

Accounts Receivable - On Premises/Off Premises: Pays direct physical loss or damage to accounts receivable caused by, or resulting from a covered cause of loss. Lower limit is provided for accounts receivable losses not at the described premises.

Back-Up Of Sewer And Drain: Pays for loss or damage caused by water that backs up or overflows from your sewer or drain or enters into and overflows from a sump pump or any other system designed to remove subsurface water from a foundation area.

Building - Automatic Increase Amount: Provision to automatically increase building coverage amount by the specified percentage. This helps to maintain coverage amount against inflationary replacement/repair cost trend.

Building Ordinance Or Law - Loss To Undamaged Portion Of Building: Covers loss in value of the undamaged portion of the building due to demolition pursuant to a building ordinance or law.

Building Ordinance Or Law - Demolition Cost: Covers the cost to demolish and remove debris of undamaged parts of the building when it is required by building ordinance or law.

Building Ordinance Or Law - Increased Cost Of Construction: Covers the increased cost to repair, reconstruct or remodel damaged or undamaged parts of the building to comply with a building ordinance or law.

Business Income And Extra Expense: Pays the actual loss of business income sustained and extra expenses incurred, due to the suspension of the Insured's operations from a covered direct physical loss at the described premises.

Business Income And Extra Expense - Civil Authority: Pays actual loss of business income and extra expenses caused by civil authority's act to limit access due to a covered loss to property, other than at the described premises.

Debris Removal: Provides for reasonable clean-up expenses up to the specified percentage of the amount otherwise paid for the direct physical damage as a result of a covered cause of loss. If the physical damage exceeds policy limit and/or the clean-up expenses exceed above limitation, additional limit is provided.

Deferred Payments: Pays for insured's interest in lost or damaged Business Personal Property sold by the insured under a conditional sale or any installment payment plan.

Electronic Data Processing And Media: Pays for direct physical loss or damage to Electronic Data Processing (EDP) Equipment, meaning computers and associated peripheral equipment such as printing, or auxiliary functions such as data transmission. Electronic media and records , including recording or storage media such as films, tapes, discs, drums or cells; data stored on such media; and programming records used for electronic data processing or electronically controlled equipment; are covered.

Employee Dishonesty: Pays for direct physical loss to business personal property and money and securities resulting from dishonest acts of the insured's employees

Extended Business Income: Covers actual loss of business income after operations have been restored. Pays the difference in the level of income generated before and after the loss.

Equipment Breakdown: Pays for direct damage and resulting loss of income caused by or resulting from covered equipment breakdown.

Forgery And Alteration: Pays for loss directly resulting from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in money, that the insured or agent has issued.

* All coverages and limits are subject to the terms and conditions of the policy.

FARMERS INSURANCE

COVERAGE GLOSSARY – PROPERTY, CRIME AND INLAND MARINE*

Household Personal Property: Pays for covered loss to household personal property in a living quarter, located in, or within 1,000' of the described premises, that belongs to the insured, their domestic worker, member of their household, or for which the insured may be legally liable. A coverage extension is providing for loss to Household Personal Property away from premise at additional limit.

Limited Coverage For Fungi, Wet Rot, Dry Rot And Bacteria: Pays for loss or damage by fungi, wet or dry rot or bacteria, resulting from certain causes of loss if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

Lock Replacement: Pays for the necessary replacement of lost or stolen keys, or cost of repair or replacement of locks, made necessary by covered cause of loss at a covered location.

Money And Securities: Pays for loss resulting directly from theft (by someone other than an employee), disappearance or destruction of money and securities. Coverage applies when the covered property is on scheduled premises, at a bank or savings institution, within the living quarters of the insured or its partners or employees, or in transit between any of these places.

Money Orders And Counterfeit Paper Currency: Pays for loss due to the good faith acceptance of money orders not paid upon presentation to the issuer and for counterfeit paper currency which was received as part of normal business operations.

Personal Effects: Extends coverage that applies to Business Personal Property to apply to personal effects owned by the insured, officers, partners or employees. Does not extend to tools or equipment used in the business, or loss or damage by theft.

Personal Property Off Premises: Extends coverage that applies to Business Personal Property to apply to Personal Property, other than money, securities, valuable papers and records and accounts receivable, while temporarily located at premises you do not own, lease or operate.

Pollutant Clean Up And Removal: Pays for expenses to extract pollutants from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the pollutants is caused by or results from a Covered Cause of Loss that occurs during the policy period.

Spoilage: Pays for damage to insured's personal property, at the described premises, due to mechanical breakdown or failure of refrigerating equipment, contamination by refrigerant or power outages beyond the insured's control.

Tenant's Improvements And Betterments:

Tenant's improvements and betterments (TIB) are fixtures, alterations, installations or additions that the insured acquired or made as his expense, are made part of the building and cannot be legally removed. Coverage for TIB is provided automatically under the Business Personal Property (BPP) limit, provided the limit is sufficient. The insured may elect to specify such improvements and betterments as a separate, explicit coverage and enjoy lower than BPP rate.

Unauthorized Business Card Use: Pays for loss of money resulting directly from theft, forgery or unauthorized use of credit, debit or charge cards issued in insureds' name, including fund transfer cards, charge plates and telephone cards.

Valuable Papers And Records: Pays direct physical loss or damage to valuable papers and records caused by, or resulting from a covered cause of loss. Includes cost to research lost information on valuable papers and records for which duplicates do not exist. Lower limit is provided for losses of valuable papers and records not at the described premises.

* All coverages and limits are subject to the terms and conditions of the policy.

FARMERS INSURANCE

COVERAGE GLOSSARY – BUSINESS LIABILITY *

Abuse And Molestation (Abusive Acts): Provides coverage for acts of abuse or molestation and provides defense costs inside the limit and not in addition to the limit of insurance.

Business Liability: Pays all sums an insured is legally obligated to pay as damages because of bodily injury, property damage or personal injury and advertising injury.

Contractual Liability: Provides liability coverage for occurrences for which you would have been liable in the absence of the contract or agreement, as well as liability assumed in a contact or agreement deemed an insured contract.

Cyber Liability And Data Breach: Provides coverage for privacy breach response services and expenses incurred to notify parties affected by a security breach, including fees and costs related to hiring a company to operate a call center; and reimbursing an insured for post-event credit monitoring costs for victims of breach.

Directors And Officers Liability - Religious Institution: Pays those sums the insured is legally obligated to pay as a result of a claim against any insured for wrongful acts arising out their capacity as a director, trustee, officer, committee member or volunteer of the insured organization.

Employee Benefit Liability: Covers the amount the insured is legally obligated to pay due to errors in the administration of any employee benefit program.

Employers Liability (Stop Gap): Pays amounts the insured is legally obligated to pay because of bodily injury to an employee if such injury is covered by the policy, arising out of and in the course of the employee's employment by insured.

Employment Practices Liability (EPLI): Depending on the protection level, covers employers for liability arising from such workplace actions as discrimination (age, sex, race, disability, etc) wrongful termination and sexual harassment. This is a claims made coverage.

Hired And Non-Owned Automobile: Pays for Bodily Injury or Property Damage arising out of the maintenance or use of a hired automobile in the course of business by the insured or an employee, or the use of a non-owned automobile in the business by any person other than the insured.

Liquor Liability: Covers the amount the insured is legally obligated to pay as damages for injury due to the selling, serving or furnishing of any alcoholic beverage.

Medical Expenses: Pays reasonable medical expenses of persons other than employees, owners and officers, for injuries sustained on the insured premises.

Personal And Advertising Injury: Pays for liability associated with personal and advertising injuries from covered offenses as defined. Example of such offenses are false arrest, malicious prosecution, wrongful eviction, violation of a person's right of privacy, slander and libel and misappropriation of advertising ideas.

Products Completed Operation Hazard: Provides liability coverage for bodily injury and property damage, occurring away from your premises, arising out of products sold or distributed by the named insured or out of operations performed for someone else after the operations have been completed.

Tenants Liability: Pays the amount the insured is legally obligated to pay as a result of covered causes of loss to that part of a non-owned building rented to, or occupied by, the named insured.

* All coverages and limits are subject to the terms and conditions of the policy.

FARMERS INSURANCE

COVERAGE GLOSSARY – UMBRELLA LIABILITY*

Self-Insured Retention: The self-insured retention applies only when a loss is excluded from coverage under the underlying insurance, but not excluded under the umbrella policy. If applicable, this is the portion of the loss retained and must be paid by the insured.

Umbrella Liability: Protects the insured with additional limits for covered claims in excess of the specified limit of the underlying insurance(s) or with broader coverage for covered claims that are not covered by the underlying insurance. It provides excess limits when the limits of the underlying liability policies are exhausted by the payment of claims.

Underlying Insurance: The basic or primary layer of coverage, the initial policy that will respond to the covered loss. An umbrella policy must have at least one underlying insurance policy to provide additional limit and/or broader coverage as provided in the umbrella policy. The declared underlying insurance must be valid and be maintained by the insured.

* All coverages and limits are subject to the terms and conditions of the policy.

INSURANCE PROPOSAL

COMMERCIAL REAL ESTATE PREMIER

Especially Prepared For	EL DORADO GOLD 1848 INC. 525 Main St Placerville, CA 95667-5609
Issued By	Toby Stapleton (954935C) 10112 Fair Oaks Blvd Ste 8 Fair Oaks, CA 95628-7131 Phone: (916) 621-5050 tstapleton@farmersagent.com License #: 0K44782
Printed On	March 5, 2021
Proposed Policy Period	From 03-01-2021 To 03-01-2022
Underwriting Company	Truck Insurance Exchange www.farmers.com/business
Quote/Policy Number	I3D110

FARMERS®
INSURANCE

A Package Protection Designed For You!

FARMERS INSURANCE

Farmers And Our Agency Offer You:

- **Strength And Stability**
  Since 1935 we have been serving business owners and as one of America's largest and premier insurance companies, we will be there when you need us.

  We are rated **"A" (Excellent)** by AM Best and classed in their highest financial strength category of XV.

- **Professional Agents And Underwriters, Specialists In The Industry**
  Our agents and underwriters are highly trained professionals with in-depth industry knowledge who specialize in providing the right insurance solution for your needs.

- **Dedicated Agent And An Insurance Expert**
  Our agents are licensed professionals who have been trained through award-winning, rigorous insurance courses. With their training and in-depth industry knowledge, they will assist you in the selection of the most appropriate coverage and limits and answer any of your insurance related questions.

- **The Customized Service You Deserve**
  Insurance is an important part of your business' financial security, and you expect quality service. That is what you will get – customized coverage accompanied by excellent service through professional, knowledgeable and responsible agents and claims representatives.

- **Competitive Pricing And Easy Payment Options**
  Financial stability is important for all of us and you can count on us to deliver unparalleled service at the best pricing. It is our goal to make doing business with us easy. We offer a variety options to make the payment of premiums as easy as possible.

- **Loss Prevention Program**
  One way to reduce premium is to make sure your losses are minimized. With our risk management professionals, we will help you to prevent and to mitigate the loss potentials. This will keep the premium low and let you focus on your business, not on insurance matters.

- **24-hours Claims Service**
  Our highly trained and dedicated Claims staff will provide the assistance when the unexpected event occurs. Whether it is a small fire loss or it is multiple losses in catastrophic events, Farmers gets you back where you belong.

- **One Agency To Handle All Your Insurance Needs**
  We are a full-service multiple lines agency. We can assist with your commercial insurance needs such as Property/Liability, Business Auto, Commercial Umbrella and Workers Compensation. In addition, we can serve your personal lines needs such as Homeowners, Personal Auto, Personal Umbrella, Life Insurance and much more in the way of specialty coverages and services!

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To Specific Location And/Or Building

Loc. 1	525 Main St, Placerville, CA 95667	Non-Sprinklered, J Masonry Building
Bldg. 1	Extended Replacement Cost Building & Replacement Cost BPP	

Coverage	Limit	Deductible/WP
Building	$500,000	$2,500
Business Personal Property (BPP)	$10,000	$2,500
Back Up Of Sewers Or Drains	$25,000	$2,500
Building – Automatic Increase Amount	8%	
Building Ordinance Or Law - A	Included	None
Building Ordinance Or Law - B & C (Demo & ICC) Combined	$250,000	None
Building Ordinance or Law – Increased Period of Restoration	Included	None
Business Income From Dependent Properties	Coverage Available	
Earthquake Sprinkler Leakage	Coverage Available	
Exterior Building Glass	Included	$2,500
Fine Arts	Coverage Available	
Glass Deductible Buyback	Coverage Available	
Outdoor Property - Fences And Walls	Coverage Available	
Utility Services - Direct Damage - BPP	Coverage Available	
Utility Services - Direct Damage - Building	Coverage Available	
Utility Services - Time Element	Coverage Available	

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To Specific Location And/Or Building

Loc. 1	Building: All	525 Main St, Placerville, CA 95667

Coverage	Limit	Deductible/WP
Accounts Receivables - On-Premises	$25,000	$2,500
Debris Removal	25% Of Loss + 25,000	
Equipment Breakdown	Included	$2,500
Equipment Breakdown – Ammonia Contamination	$25,000	
Equipment Breakdown –Drying Out Coverage	Included	
Equipment Breakdown – Expediting Expense	Included	
Equipment Breakdown – Hazardous Substance	$25,000	
Equipment Breakdown – Water Damage	$25,000	
Lock Replacement	$10,000	None
Lock Replacement (Per Lock And Key)	$100	None
Personal Effects	$2,500	$2,500
Valuable Paper And Records - On-Premises	$25,000	$2,500

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To ALL Covered Locations

Coverage	Limit	Ded./Waiting Per.
Blanket Building Coverage Limit	Coverage Available	
Blanket Business Personal Property Coverage Limit	Coverage Available	
Accounts Receivables – Off-Premises	$2,500	$2,500
Business Income & Extra Expense - Civil Authority	3 Weeks	72 Hours - BI
Business Income (BI) & Extra Expense (EE)	ALS	0 Hours
Bus Inc & Extra Exp (BI & EE) - Time Period	18 Months	
BPP Seasonal Increase	25%	
Claims Expense	$5,000	None
Crime Conviction Reward	$10,000	None
Drone Aircraft – Direct Damage (per occurrence)	$10,000	$2,500
Drone Aircraft – Direct Damage (per item)	$2,500	$2,500
Drone Aircraft – BI & EE	$10,000	72 Hours
Electronic Data Processing Equipment	$25,000	$2,500
Electronic Data Processing Media And Records	$6,250	$2,500
Employee Dishonesty	$25,000	$500
Extended Business Income	30 Days	
Fire Department Service Charge	$5,000	None
Fire Extinguisher Systems Recharge Expense	$5,000	$2,500
Forgery And Alteration	$2,500	$2,500
Limited Biohazardous Substance Coverage – Per Occurance	$10,000	$2,500
Limited Biohazardous Substance Coverage – Aggregate	$20,000	$2,500
Limited Cov. - Fungi Wet Rot Dry Rot & Bacteria - Aggregate	$15,000	$2,500
Money And Securities - Inside Premises	$25,000	$500

Signature Of The Applicant: _____

COVERAGE SUMMARY – PROPERTY, CRIME & INLAND MARINE

Coverages Applicable To ALL Covered Locations

Coverage	Limit	Ded./Waiting Per.
Money And Securities - Outside Premises	$25,000	$500
Money Orders And Counterfeit Paper Currency	$1,000	$2,500
Newly Acquired Or Constructed Building	$1,000,000	$2,500
Outdoor Property	$2,500	$2,500
Outdoor Property – Antennas And Satellite Dishes	$2,500	$2,500
Outdoor Property - Trees, Shrubs & Plants	$2,500	$2,500
Outdoor Property - Trees, Shrubs & Plants (Per Item)	$500	$2,500
Outdoor Signs	$25,000	$2,500
Personal Property At Newly Acquired Premises	$250,000	$2,500
Personal Property Off Premises	$5,000	$2,500
Premises Boundary	1,000 Feet	
Preservation Of Property	60 Days	
Tenants Move - Back Expense	$10,000	None
Valuable Paper And Records – Off-Premises	$2,500	$2,500

Signature Of The Applicant: _____

COVERAGE SUMMARY – LIABILITY

Covered Locations	
1	525 Main St, Placerville, CA 95667

Coverage	Limit/Date
General Aggregate (Other Than Products And Completed Operations)	$2,000,000
Products And Completed Operations Aggregate	$1,000,000
Personal And Advertising Injury	Included
Each Occurrence	$1,000,000
Tenants Liability (Each Occurrence)	$100,000
Medical Expense (Each Person)	$5,000
Pollution Exclusion - Hostile Fire Exception	Included
Cyber Liability And Data Breach Response	$50,000
Cyber Liability And Data Breach Response - Self Insured Retention	$2,500
Cyber Liability And Data Breach Response - Retroactive Date	03/01/2021
Cyber Liability And Data Breach Response - Continuity Date	03/01/2021
Employee Benefits Liability	Coverage Available
Employment Practices Liability	Coverage Available
Hired Auto Liability	Coverage Available
Non-Owned Auto Liability	Coverage Available
Per Location General Aggregate Limit	Included

Signature Of The Applicant: _____

FARMERS INSURANCE

COVERAGE SUMMARY – COMMERCIAL UMBRELLA

Pairing a Commercial Umbrella policy with your Commercial Real Estate Premier policy is an inexpensive way to extend your liability coverage.

Large liability losses that go beyond the limits of an insurance policy can and do happen, and a Commercial Umbrella policy from Farmers® is a smart choice to help ensure both the assets and future earnings of your business are not adversely affected by them.

The Farmers® Commercial Umbrella policy provides additional coverage limits above the limits of the underlying policy, and primary liability coverage once the underlying aggregate limits of liability have been exhausted by claims payments.

A preliminary quote of $404 for $1,000,000 in Commercial Umbrella coverage has been generated below. You can use this quote as a starting point for discussion with your Farmers® agent regarding the coverage that meets your business needs.

Higher limits are available.

Coverages	Limits*/Provision
Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000
Self Insured Retention	$10,000

Underlying Insurance*	Limits*
General/Business Liability (Each Occurrence)	$1,000,000
General/Business Liability (General Aggregate)	$2,000,000
Automobile Liability	Not Covered
Employer's Liability	Not Covered

*There may be additional underlying insurance with same or different limits. These will be disclosed in policy declarations pages

Signature Of The Applicant: _____

PROPOSED PREMIUM SUMMARY

COMMERCIAL REAL ESTATE PREMIER

Property, Crime And Inland Marine	$2,542
General / Business Liability	Included
Terrorism Risk Insurance Act (TRIA)	$25
Membership / Policy Fees	$100
State Taxes, Assessments And Surcharges	NONE
TOTAL PREMIUMS AND FEES	$2,667
Umbrella Liability	*$404*

By placing workers compensation as well as your personal homeowners and auto insurance, you may be eligible for premium discount.

PROPOSED PREMIUM SUMMARY

COMMERCIAL REAL ESTATE PREMIER

Payment Option	Down Payment	# of Remaining Installments	Installment Amount	*Umbrella Premium*	Installments with Umbrella
Annual	$2,667.00	None		*+$404.00*	**$3,071.00**
Semi Annual	$1,333.50	1	$1,333.50	*+$202.00*	**$1,535.50**
Quarterly	$666.75	3	$666.75	*+$101.00*	**$767.75**
Monthly EFT	$222.25	11	$222.25	*+$33.66*	**$255.91**
Monthly Credit Card	$222.25	11	$222.25	*+$33.66*	**$255.91**
Monthly	$222.25	11	$222.25	*+$33.66*	**$255.91**

Your first installment will be collected by your agent at the time your policy is issued. The remaining installments will be billed directly by the Company. These are approximated values and do not include installment fees, which vary by state. Installment fees do not apply if the total is paid in full on the first invoice or if automatically recurring payment is made via Electronic Funds Transfer from a checking or savings account.

Installment fee: $6.00.

Based on the information contained in insurance application(s) or on the information otherwise provided, this proposal provides an estimated premium for the coverages and limits referenced herein and may not include all available coverages.

This is only a proposal for insurance, and is not an insurance policy or binder, or part of or incorporated into an insurance policy or binder. The issuance of an insurance policy contract with the actual premium amount is contingent upon the application of underwriting criteria and is subject to rates approved or mandated by the appropriate state regulatory authority. Please refer to the complete policy for specific details of your policy provisions, such as the actual coverages, conditions, and exclusions. If there is any conflict between this proposal and the policy language, the policy language would prevail.

This Proposal is valid for 90 days from 02/25/21.

FARMERS INSURANCE

COVERAGE GLOSSARY – PROPERTY, CRIME AND INLAND MARINE*

Accounts Receivable - On Premises/Off Premises: Pays direct physical loss or damage to accounts receivable caused by, or resulting from a covered cause of loss. Lower limit is provided for accounts receivable losses not at the described premises.

Back-Up Of Sewer And Drain: Pays for loss or damage caused by water that backs up or overflows from your sewer or drain or enters into and overflows from a sump pump or any other system designed to remove subsurface water from a foundation area.

Building - Automatic Increase Amount: Provision to automatically increase building coverage amount by the specified percentage. This helps to maintain coverage amount against inflationary replacement/repair cost trend.

Building Ordinance Or Law - Loss To Undamaged Portion Of Building: Covers loss in value of the undamaged portion of the building due to demolition pursuant to a building ordinance or law.

Building Ordinance Or Law - Demolition Cost: Covers the cost to demolish and remove debris of undamaged parts of the building when it is required by building ordinance or law.

Building Ordinance Or Law - Increased Cost Of Construction: Covers the increased cost to repair, reconstruct or remodel damaged or undamaged parts of the building to comply with a building ordinance or law.

Business Income And Extra Expense: Pays the actual loss of business income sustained and extra expenses incurred, due to the suspension of the Insured's operations from a covered direct physical loss at the described premises.

Business Income And Extra Expense - Civil Authority: Pays actual loss of business income and extra expenses caused by civil authority's act to limit access due to a covered loss to property, other than at the described premises.

Business Income From Dependent Properties: Provides coverage for the actual loss of Business Income due to the necessary suspension of operations because of direct physical loss to a scheduled dependent property. A dependent property is one operated by others that our insured depends upon to: deliver materials or services, attract customers to their location, accept products or services. The limits of insurance shown are separate from any other business income limit of insurance.

Business Personal Property Limit - Seasonal Increase: The limit of insurance for Business Personal Property will automatically increase by the specified percentage to provide for seasonal increases.

Crime Conviction Reward: Pays a reward to persons, other than an insured or person in any way responsible for the subject loss, providing information which leads to a criminal conviction in connection with loss or damage covered by the policy.

Debris Removal: Provides for reasonable clean-up expenses up to the specified percentage of the amount otherwise paid for the direct physical damage as a result of a covered cause of loss. If the physical damage exceeds policy limit and/or the clean-up expenses exceed above limitation, additional limit is provided.

Electronic Data Processing And Media: Pays for direct physical loss or damage to Electronic Data Processing (EDP) Equipment, meaning computers and associated peripheral equipment such as printing, or auxiliary functions such as data transmission. Electronic media and records , including recording or storage media such as films, tapes, discs, drums or cells; data stored on such media; and programming records used for electronic data processing or electronically controlled equipment; are covered.

* All coverages and limits are subject to the terms and conditions of the policy.

FARMERS INSURANCE

COVERAGE GLOSSARY – PROPERTY, CRIME AND INLAND MARINE*

Employee Dishonesty: Pays for direct physical loss to business personal property and money and securities resulting from dishonest acts of the insured's employees

Extended Business Income: Covers actual loss of business income after operations have been restored. Pays the difference in the level of income generated before and after the loss

Forgery And Alteration: Pays for loss directly resulting from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in money, that the insured or agent has issued.

Limited Coverage For Fungi, Wet Rot, Dry Rot And Bacteria: Pays for loss or damage by fungi, wet or dry rot or bacteria, resulting from certain causes of loss if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

Lock Replacement: Pays for the necessary replacement of lost or stolen keys, or cost of repair or replacement of locks, made necessary by covered cause of loss at a covered location.

Mechanical Breakdown: Pays for direct damage and resulting loss of income caused by or resulting from covered equipment breakdown.

Money And Securities: Pays for loss resulting directly from theft (by someone other than an employee), disappearance or destruction of money and securities. Coverage applies when the covered property is on scheduled premises, at a bank or savings institution, within the living quarters of the insured or its partners or employees, or in transit between any of these places.

Money Orders And Counterfeit Paper Currency: Pays for loss due to the good faith acceptance of money orders not paid upon presentation to the issuer and for counterfeit paper currency which was received as part of normal business operations.

Personal Effects: Extends coverage that applies to Business Personal Property to apply to personal effects owned by the insured, officers, partners or employees. Does not extend to tools or equipment used in the business, or loss or damage by theft.

Personal Property Off Premises: Extends coverage that applies to Business Personal Property to apply to Personal Property, other than money, securities, valuable papers and records and accounts receivable, while temporarily located at premises you do not own, lease or operate.

Pollutant Clean Up And Removal: Pays for expenses to extract pollutants from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the pollutants is caused by or results from a Covered Cause of Loss that occurs during the policy period.

Tenant's Move Back Expense: Pays for expenses the insured incurs to move displaced tenants back to the Described Premises after completion of repairs made necessary due to a covered loss.

Valuable Papers And Records: Pays direct physical loss or damage to valuable papers and records caused by, or resulting from a covered cause of loss. Includes cost to research lost information on valuable papers and records for which duplicates do not exist. Lower limit is provided for losses of valuable papers and records not at the described premises.

* All coverages and limits are subject to the terms and conditions of the policy.

FARMERS INSURANCE

COVERAGE GLOSSARY – BUSINESS LIABILITY *

Business Liability: Pays all sums an insured is legally obligated to pay as damages because of bodily injury, property damage or personal injury and advertising injury.

Contractual Liability: Provides liability coverage for occurrences for which you would have been liable in the absence of the contract or agreement, as well as liability assumed in a contact or agreement deemed an insured contract.

Cyber Liability And Data Breach: Provides coverage for privacy breach response services and expenses incurred to notify parties affected by a security breach, including fees and costs related to hiring a company to operate a call center; and reimbursing an insured for post-event credit monitoring costs for victims of breach.

Directors And Officers Liability: Pays those sums the insured is legally obligated to pay as a result of a claim against any insured for wrongful acts arising out their capacity as a director, trustee, officer, employee or committee member of the insured organization.

Employee Benefit Liability: Covers the amount the insured is legally obligated to pay due to errors in the administration of any employee benefit program.

Employers Liability (Stop Gap): Pays amounts the insured is legally obligated to pay because of bodily injury to an employee if such injury is covered by the policy, arising out of and in the course of the employee's employment by insured.

Employment Practices Liability (EPLI): Depending on the protection level, covers employers for liability arising from such workplace actions as discrimination (age, sex, race, disability, etc.) wrongful termination and sexual harassment. This is a claims made coverage.

Hired And Non-Owned Automobile: Pays for Bodily Injury or Property Damage arising out of the maintenance or use of a hired automobile in the course of business by the insured or an employee, or the use of a non-owned automobile in the business by any person other than the insured.

Medical Expenses: Pays reasonable medical expenses of persons other than employees, owners and officers, for injuries sustained on the insured premises.

Per Location General Aggregate Limit: For policies with multiple locations, general aggregate (other than products and completed operations aggregate) limit is provided separately for each location.

Personal And Advertising Injury: Pays for liability associated with personal and advertising injuries from covered offenses as defined. Example of such offenses are false arrest, malicious prosecution, wrongful eviction, violation of a person's right of privacy, slander and libel and misappropriation of advertising ideas.

Products Completed Operation Hazard: Provides liability coverage for bodily injury and property damage, occurring away from your premises, arising out of products sold or distributed by the named insured or out of operations performed for someone else after the operations have been completed.

Tenants Liability: Pays the amount the insured is legally obligated to pay as a result of covered causes of loss to that part of a non-owned building rented to, or occupied by, the named insured.

* All coverages and limits are subject to the terms and conditions of the policy.

FARMERS INSURANCE

COVERAGE GLOSSARY – UMBRELLA LIABILITY*

Self-Insured Retention: The self-insured retention applies only when a loss is excluded from coverage under the underlying insurance, but not excluded under the umbrella policy. If applicable, this is the portion of the loss retained and must be paid by the insured.

Umbrella Liability: Protects the insured with additional limits for covered claims in excess of the specified limit of the underlying insurance(s) or with broader coverage for covered claims that are not covered by the underlying insurance. It provides excess limits when the limits of the underlying liability policies are exhausted by the payment of claims.

Underlying Insurance: The basic or primary layer of coverage, the initial policy that will respond to the covered loss. An umbrella policy must have at least one underlying insurance policy to provide additional limit and/or broader coverage as provided in the umbrella policy. The declared underlying insurance must be valid and be maintained by the insured.

* All coverages and limits are subject to the terms and conditions of the policy.

Fred Ott

From: Kris Payne <krispayne999@gmail.com>
Sent: Monday, March 08, 2021 11:40 AM
To: Russ Fackrell
Cc: Fred Ott; Uncle fuzzy mason; Sue Taylor; Jill Kearney
Subject: Preservation of 515 & 525 Main Street

Russ,
In response to your question about El Dorado Gold 1848 and its preservation plan for 515 & 525 Main Street.

We believe the properties are in some state of disrepair. so immediately implementing a general volunteer effort of housekeeping and cleanup both inside and outside, and removing County signage is the first order - decals/signs, etc. Next, 1848 is already doing its due diligence and finding issues with the buildings, both immediate and corrective action and actions that can be scheduled into the future. Obviously the goal is to occupy the buildings as soon as possible. This space is both physical and revenue producing in nature.

The Telephone Annex (525 Main) is a perfect example. 1848 as property manager is already lining up its tenant list and we will use the Telephone Annex as an office property, therefore the roof replacement is a critical project. We also are looking at the front of 525 Main to create a small lobby, and tenant improvements will be associated within a historical theme. Its office space will be modified/improved with the effort of the tenants, but with the approval and management of 1848.

The Old WPA Post Office is to be Jewel of this overall public resource center. The restrictive/security entrance of the former district attorney office will be removed and a more open and inviting entrance will be created. The main room will be multi-purpose with conversion from reception/display to public meeting space. The room off to the left of the entrance will be returned to a historic post office mailbox room with mail pickup first for tenants and then for others if appropriate. Functionally the Old Post Office will be a El Dorado County History and Education Center and will have elements of a museum, resource deplays, teaching space, and presentation of other historically relevant information.

The projects will be created to the purpose of historical preservation and bringing the properties back to their original community benefit. Future projects to be determined as appropriate to this purpose.

Kris (Payne), 1848 VP & Project Manager

El Dorado Gold 1848

El Dorado Gold 1848 (1848), founded on November 4, 2020, is a nonprofit PUBLIC BENEFIT CORPORATION, 501(c)(3), whose purpose is to create a Museum to display heritage and enhance future endeavors through education and preservation of historical buildings and historical artifacts. 1848's first endeavor is to purchase and manage the buildings and property acquired from El Dorado County, located at 515 & 525 Main Street, Placerville CA 95667. These building are generally known as the Old WPA Post Office (1940) and historic Telephone Annex .

The 1848 business plan is to acquire these properties and manage them for the specific benefit of the El Dorado County/Placerville community, for the general benefit of all history lovers and especially children. Because of the unique Main Street Placerville location and historic significance of these properties, 515 Main Street will be developed as a Community Center Museum which will include Resources, and 525 Main Street will have Office Space leased to other nonprofits with compatible interests. The spaces will be of various sizes and uses and made available at a reasonable and fair price to its tenants. 1848 will manage these properties.

Individual, historically correct mailboxes will be available to its tenants. The Community Center will be a Museum and Resource Center and will display historically significant artifacts on the walls and in display cases. In addition, there will be meeting space for the use of supporting each tenant's operation and membership. The main lobby and general entrance will consist of the Tom E. Lewis' 1941 oil on canvas mural "Forest Genetics", a public counter, old safe, displays and wall hangings. The lobby can be convertible to a large meeting space with a screen monitor with audio/visual enhancement. Smaller meeting rooms will also be available for rent.

The financial viability of 1848 is dependent on the rents collected and sponsorships, donations, and grants received.

The success model used to pattern the 1848 business plan is the El Dorado Gold 2016 World Gold Panning Championship. The elements developed for this memorable event consisted of its volunteers, sponsors, promotions, community involvement, website, supporting activities, and County government, County Chambers of Commerce and County Office of Education support.

KP/ST