

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 April 6, 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 Grant 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 Grant 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 April 9, 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 Section 7.1 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 Grant 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

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

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").

SELLER: COUNTY OF EL DORADO

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

BUYER: EL DORADO GOLD 1848

By: _____
Fred Ott, President

Dated: _____

By: _____
Sue Taylor, Secretary

Dated: _____

EXHIBIT A

PARCEL ONE APN: 002-151-018-000:

Portion of Lots 11 and 12 and all of Lots 9 and 10 in Block 23, according to the Official Survey and field notes of the said City of Placerville, described as follows:

Beginning at a point marked by a chisel mark on the North side of the concrete walk on the North side of Main Street in said City, which point is on the Westerly side of a concrete retaining wall and which point is further described as being located South $82^{\circ} 57' 30''$ East 53.56 feet from the concrete coping of the Northwest corner of Bedford Avenue and Main Street in said City; thence North $8^{\circ} 27' 30''$ East along the Easterly line of the City Park, which is also the Westerly line of the hereinbefore-mentioned retaining wall, a distance of 139.06 feet to a point on the Southerly shore line of Hangtown Creek, thence along the Southerly line of Hangtown Creek South $73^{\circ} 16' 20''$ East a distance of 73.34 feet; thence continuing along said Southerly boundary of Hangtown Creek, South $68^{\circ} 00'$ East a distance of 53.61 feet to the Northeast corner of Lot 9; thence leaving said creek, South $13^{\circ} 25'$ West 117.48 feet to a point on the Northerly boundary of the sidewalk, being the North line of Main Street and the Southeast corner of Lot 9; thence along said North boundary of said sidewalk and the North line of Main Street, North $81^{\circ} 00'$ West 114.54 feet to the point of beginning.

Excepting therefrom the mineral rights, as set forth in the Patent from the United States of America to the City of Placerville, and in the Deed executed by John R. Patton, City Clerk of the City of Placerville to Charles Pearson, as recorded in Book R of Deeds, Page 29, and also in the Deed executed by John R. Patton, City Clerk of the City of Placerville to Charles F. Irwin, as recorded in Book "R", Page 137, El Dorado County Records.

Also excepting therefrom all that portion conveyed to the State of California, recorded January 30, 2007, Instrument No. 2007-6512, Official Records, and described as follows:

All that portion of the real property conveyed July 12, 1973 to County of El Dorado in Book 1206 of Official Records, at Page 593, described as follows:

Beginning at the Northwesterly corner of the above said real property; thence along the Westerly line of the above said real property, South $06^{\circ} 47' 41''$ West, 19.702 meters; thence along the following five courses, (1) North $24^{\circ} 04' 43''$ East, 6.039 meters; (2) North $04^{\circ} 08' 07''$ East, 10.782 meters; (3) South $85^{\circ} 51' 53''$ East, 1.630 meters; (4) North $05^{\circ} 15' 20''$ East, 2.678 meters; (5) North $74^{\circ} 58' 09''$ West, 2.880 meters to the point of beginning.

Together with all underlying fee interest, if any, contiguous to the above-described parcel in and to the existing State Route 50.

PARCEL TWO APN: 002-151-003-000:

All that portion of Lot 8, Block 23, City of Placerville, County of El Dorado, State of California, more particularly described as follows:

Commencing at the Southeast corner of Lot 8, said Block 23, thence Easterly and along the North line of Main Street, 45 feet, thence Northerly to a point on the South line of Hangtown Creek, which said point lies 50 feet Easterly along the South line of said Hangtown Creek from the Northeast corner of said Lot 9, thence Westerly and along the South line of Hangtown Creek, 50 feet to the Northeast corner of said Lot 9, thence Southerly and along the Easterly line of said Lot 9, and the Westerly line of said Lot 8 to the place of beginning. And being the piece of land fronting 45 feet on Main Street, said City of Placerville and 50 feet on Hangtown Creek, situated in Lot 8, Block 23, said City of Placerville.

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]