

Seller: Petersen Family Trust
APN's: 327-260-005 & -006
Project #: 72334
Escrow #: P-365434

ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns those certain real properties located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Properties").
- B. Seller desires to sell and County desires to acquire for public purposes, portions of the Properties, in fee by Grant Deeds as described and depicted in Exhibits B and E and the exhibits thereto, Slope and Drainage Easements as described and depicted in Exhibits C and F and the exhibits thereto, and Public Utility Easements as described and depicted in Exhibits D and G, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties," on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors,

Seller 

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hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, E, F and G and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$7,880 for the Fee Title and \$31,887 for the Slope and Drainage and Public Utility Easements, for a total amount of \$39,767 rounded to \$39,800.00 (thirty nine thousand eight hundred dollars, exactly) which represents the total amount of compensation to Seller.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. P-365434 which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deeds and Easement Deeds from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than August 31, 2021 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and

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- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deeds and Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall by Grant Deeds and Easement Deeds convey to the County, the Acquisition Properties free and clear of title defects, liens, encumbrances, taxes, and deeds of trust. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No. P-365434, August 5, 2020, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 5, 6, 7, 8, 9, 10, 11, and 12 as listed in said preliminary title report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

Seller 

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6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Grant Deeds and Easement Deeds being conveyed by Seller, and as shown in Exhibits B, C, D, E, F and G, and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Seller warrants that:

- A. Seller owns the Properties, 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.
- B. Seller has no knowledge of any pending litigation involving the Properties.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Properties.
- D. All warranties, covenants, and other obligations described in this contract section and

Seller 

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elsewhere in this Agreement shall survive delivery of the deeds.

8. MORTGAGES, DEEDS OF TRUST

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands be made payable to the mortgagees or beneficiaries to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

9. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

10. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Properties by any federal, state, or local government agency, Seller agrees to indemnify and hold County harmless from any claim arising there

Seller LL

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from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Properties prior to Close of Escrow.

11. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Properties are in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination.

12. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements for the Diamond Springs Parkway Phase 1B Project CIP No. 72334, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

13. WAIVER OF AND RELEASE OF CLAIMS

Seller 

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

14. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

15. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

16. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deeds and Easement Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deeds and Easement Deeds.
- C. Escrow Holder shall:

Seller 

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- (i) Record the Grant Deeds and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B, C, D, E, F and G and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

17. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

18. BEST EFFORTS

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

19. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

Seller 

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SELLER: Petersen Family Trust
Attn: Lissa Luckinbill, Trustee
11546 Colfax Hwy
Grass Valley, CA 95945

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

COPY TO: County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Court
Placerville, CA 95667

20. 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.

21. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

22. 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.

23. WAIVER

Seller 

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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.

24. 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.

25. LEASE WARRANTY PROVISION

Seller warrants that there are no oral or written leases on all or any portion of the properties exceeding a period of one month.

26. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining properties:

1. County or County's contractor or authorized agent will remove the existing mailbox at the driveway entrance and relocate to a location outside of the newly conformed driveway. Relocation and/or replacement of mailbox will be of like materials and workmanship. A temporary mailbox will be provided during construction.
2. County or County's contractor or authorized agent will conform the Seller's existing driveway/s to meet new roadway elevations.
3. County or County's contractor or authorized agent will replace or relocate

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any septic system leech field lines that are damaged due to construction.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Seller understands and agrees that after completion of the work described, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance and repair.

27. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties, (Assessor's Parcel Number 327-260-005 & 327-260-006) where necessary, to perform the work as described in Section 26 of this Agreement.

28. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

30. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this

Seller 

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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.

SELLER: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Date: 9/23/20 By: Lissa Luckinbill, Trustee
Lissa E. Luckinbill, Trustee

COUNTY OF EL DORADO:

Date: _____ By: _____
Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Seller LL

Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of El Dorado, unincorporated area, described as follows:

Parcel One:

All that portion of the Southwest Quarter of Section 25, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

Beginning at the most easterly corner of the parcel herein described, a 3/4 inch capped iron pipe, set in the bank of an irrigation ditch, from which the South Quarter corner of said Section 24 bears South 0° 22' 20" West 1452.95 feet; thence from point of beginning and along said ditch bank (next 7 courses) South 34° 48' West, 42.18 feet; thence South 62° 57' West, 76.94 feet; thence South 77° 53' West, 48.43 feet; thence North 88° 33' West, 28.21 feet, thence North 35° 56' West, 26.72 feet; and North 7° 08' West, 69.16 feet, a 3/4 inch capped iron pipe; thence North 27° 30' West, 25.00 feet a similar pipe, the northwesterly corner; thence leaving said ditch bank South 8.0° 43' 30" East, 206.68 feet, to the point of beginning.

Parcel Two:

All that portion of the Northeast quarter of the Southwest quarter of Section 24, Township 10 North, Range 10 East, M.D.B. & M., lying southeasterly of the southeasterly boundary line of the Southern Pacific Railroad right of way.

APN: 327-260-005-000 and 327-260-006-000

Exhibit B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

**APN: Por. 327-260-005
Seller: Petersen Family Trust
Project: 72334**

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20____.

GRANTOR: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Lissa E. Luckinbill, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3091, Page 59 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 1-1/4" Capped Iron Pipe marking the Center-South One-Sixteenth Corner of said Section 24; thence along the North-South centerline of said Section North 2°28'20" East, 207.61 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,450.00 feet; thence leaving said centerline northwesterly along said curve through a central angle of 1°52'50" an arc distance of 80.42 feet, said curve being subtended by a chord which bears North 51°41'46" West, 80.42 feet to the southerly line of the right of way granted to the Sacramento-Placerville Transportation Corridor Joint Powers Authority as described in the deeds filed in Book 4764, Pages 134 and 153 in the official records of El Dorado County and the beginning of a non-tangent curve concave southerly, said curve has a radius of 1,095.85 feet; thence easterly along said right of way curve through a central angle of 1°26'24" an arc distance of 27.54 feet, said curve being subtended by a chord which bears North 84°19'34" East, 27.54 feet to the southwesterly right of way line of Missouri Flat Road; thence along said southwesterly right of way line South 49°26'00" East, 48.20 feet to the North-South centerline of said Section; thence along said centerline South 2°28'20" West, 21.24 feet to the TRUE POINT OF BEGINNING. Containing 1,191 square feet (0.03 acres) more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said parcel as a right of way for road purposes.

Joe Neely
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 10/25/19



EXHIBIT 'B'

Situate in Section 24, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



JOINT POWERS AUTHORITY
SAC-PLACERVILLE TRANS CORRIDOR
4764-OR-134
4764-OR-153

FEE RIGHT-OF-WAY
AREA=1,191 SQ. FT. ±
0.03 ACRES ±

PETERSEN
327-260-05
O.R. 3091-59

1-¼" C.I.P. MARKING THE
CENTER-SOUTH ¼ CORNER
SECTION 24

- (C1) R=2450.00' Δ=01° 52' 50" L=80.42'
CH=N 51° 41' 46" W 80.42'
- (C2) R=1095.85' Δ=01° 26' 24" L=27.54'
CH=N 84° 19' 34" E 27.54'
- (L1) S 49° 26' 00" E 48.20'
- (L2) S 02° 28' 20" W 21.24'



Grid North
Scale 1"=100'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 327-260-005
Seller: Petersen Family Trust
Project: 72334

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

Above section for Recorder's use

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A2' and depicted in Exhibit 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20____.

GRANTOR: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Lissa E. Luckinbill, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A2'

All that certain real property situate in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3091, Page 59 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 1-1/4" Capped Iron Pipe marking the Center-South One-Sixteenth Corner of said Section 24; thence along the North-South centerline of said Section North 2°28'20" East, 165.08 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,485.00 feet; thence leaving said centerline northwesterly along said curve through a central angle of 3°11'33" an arc distance of 138.47 feet, said curve being subtended by a chord which bears North 51°36'04" West, 138.45 feet to the southerly line of the right of way granted to the Sacramento-Placerville Transportation Corridor Joint Powers Authority as described in the deeds filed in Book 4764, Pages 134 and 153 in the official records of El Dorado County and the beginning of a non-tangent curve concave southerly, said curve has a radius of 1,095.85 feet; thence easterly along said right of way curve through a central angle of 2°29'30" an arc distance of 47.66 feet, said curve being subtended by a chord which bears North 82°21'37" East, 47.65 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,450.00 feet; thence leaving said right of way southeasterly along said curve through a central angle of 1°52'50" an arc distance of 80.42 feet, said curve being subtended by a chord which bears South 51°41'46" East, 80.42 feet to the North-South centerline of said Section; thence along said centerline South 2°28'20" West, 42.53 feet to the TRUE POINT OF BEGINNING. Containing 3,840 square feet (0.09 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said parcel as easements for 1) slope and drainage purposes and 2) public utilities purposes.

Joe Neely
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 10/25/19



EXHIBIT 'B2'

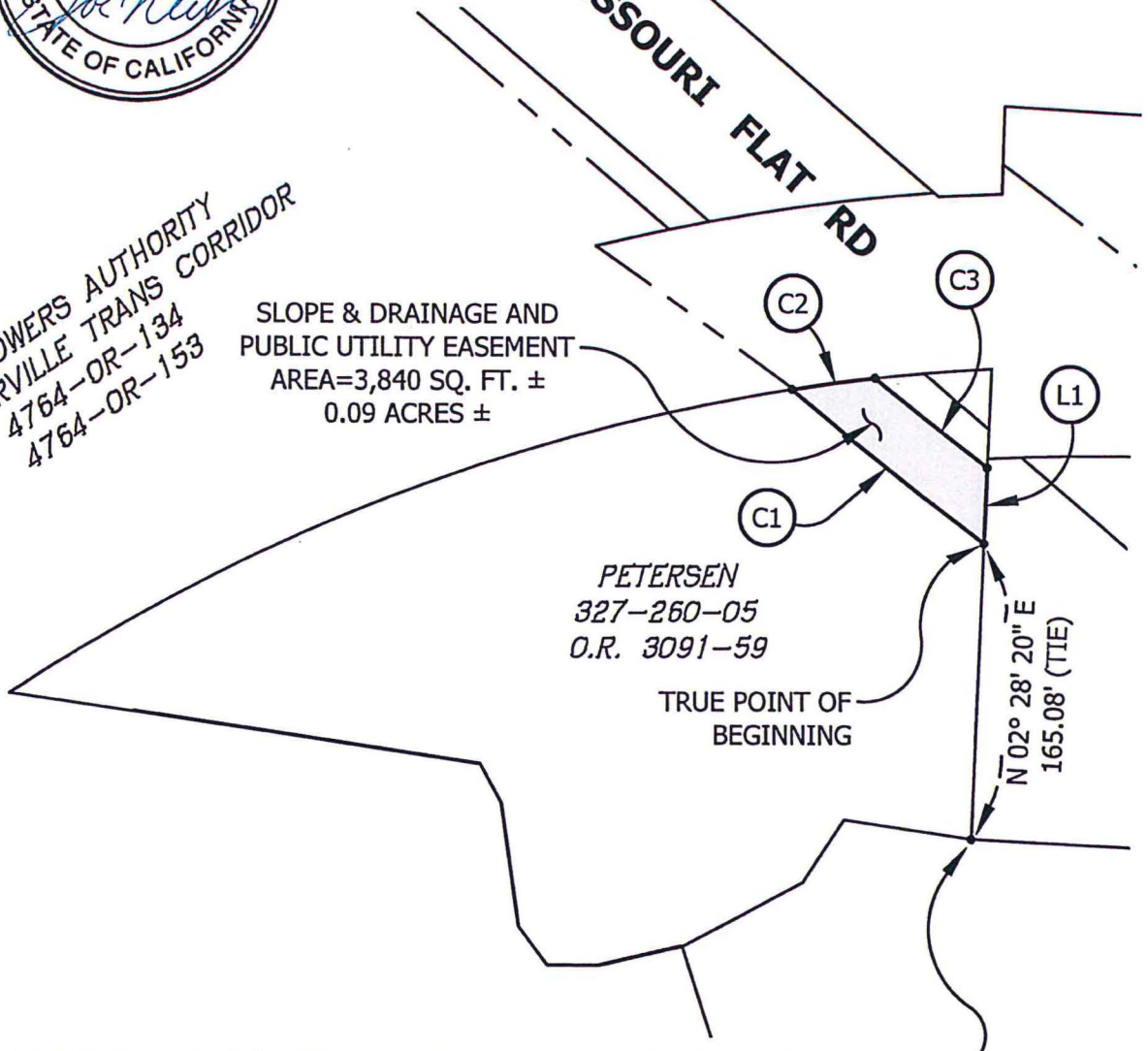
Situate in Section 24, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



JOINT POWERS AUTHORITY
SAC-PLACERVILLE TRANS CORRIDOR
4764-OR-134
4764-OR-153

SLOPE & DRAINAGE AND
PUBLIC UTILITY EASEMENT
AREA=3,840 SQ. FT. ±
0.09 ACRES ±

MISSOURI FLAT RD



PETERSEN
327-260-05
O.R. 3091-59

TRUE POINT OF
BEGINNING

N 02° 28' 20" E
165.08' (TIE)

1-1/4" C.I.P. MARKING THE
CENTER-SOUTH 1/16 CORNER
SECTION 24

- (C1) R=2485.00' Δ=03° 11' 33" L=138.47'
CH=N 51° 36' 04" W 138.45'
- (C2) R=1095.85' Δ=02° 29' 30" L=47.66'
CH=N 82° 21' 37" E 47.65'
- (C3) R=2450.00' Δ=01° 52' 50" L=80.42'
CH=S 51° 41' 46" E 80.42'
- (L1) S 02° 28' 20" W 42.53'



Grid North
Scale 1"=100'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 327-260-005
Seller: Petersen Family Trust
Project #: 72334

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

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A2' AND DEPICTED IN EXHIBIT 'B2' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20____.

GRANTOR: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Lissa E. Luckinbill, Trustee

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3091, Page 59 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 1-1/4" Capped Iron Pipe marking the Center-South One-Sixteenth Corner of said Section 24; thence along the North-South centerline of said Section North 2°28'20" East, 165.08 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,485.00 feet; thence leaving said centerline northwesterly along said curve through a central angle of 3°11'33" an arc distance of 138.47 feet, said curve being subtended by a chord which bears North 51°36'04" West, 138.45 feet to the southerly line of the right of way granted to the Sacramento-Placerville Transportation Corridor Joint Powers Authority as described in the deeds filed in Book 4764, Pages 134 and 153 in the official records of El Dorado County and the beginning of a non-tangent curve concave southerly, said curve has a radius of 1,095.85 feet; thence easterly along said right of way curve through a central angle of 2°29'30" an arc distance of 47.66 feet, said curve being subtended by a chord which bears North 82°21'37" East, 47.65 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,450.00 feet; thence leaving said right of way southeasterly along said curve through a central angle of 1°52'50" an arc distance of 80.42 feet, said curve being subtended by a chord which bears South 51°41'46" East, 80.42 feet to the North-South centerline of said Section; thence along said centerline South 2°28'20" West, 42.53 feet to the TRUE POINT OF BEGINNING. Containing 3,840 square feet (0.09 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said parcel as easements for 1) slope and drainage purposes and 2) public utilities purposes.

Joe Neely
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 10/25/19



EXHIBIT 'B2'

Situate in Section 24, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California



JOINT POWERS AUTHORITY
SAC-PLACERVILLE TRANS CORRIDOR
4764-OR-134
4764-OR-153

SLOPE & DRAINAGE AND
PUBLIC UTILITY EASEMENT
AREA=3,840 SQ. FT. ±
0.09 ACRES ±

MISSOURI FLAT RD

PETERSEN
327-260-05
O.R. 3091-59

TRUE POINT OF
BEGINNING

N 02° 28' 20" E
165.08' (TIE)

1-¼" C.I.P. MARKING THE
CENTER-SOUTH ¼ CORNER
SECTION 24

- (C1) R=2485.00' Δ=03° 11' 33" L=138.47'
CH=N 51° 36' 04" W 138.45'
- (C2) R=1095.85' Δ=02° 29' 30" L=47.66'
CH=N 82° 21' 37" E 47.65'
- (C3) R=2450.00' Δ=01° 52' 50" L=80.42'
CH=S 51° 41' 46" E 80.42'
- (L1) S 02° 28' 20" W 42.53'



Grid North
Scale 1"=100'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

**APN: Por. 327-260-006
Seller: Petersen Family Trust
Project: 72334**

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A' and depicted in Exhibit 'B' attached hereto and made a part hereof, which description is by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20_____.

GRANTOR: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Lissa E. Luckinbill, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3445, Page 561 in the official records of El Dorado County more particularly described as follows:

COMMENCING at a 1-1/4" Capped Iron Pipe marking the Center-South One-Sixteenth Corner of said Section 24; thence along the North-South centerline of said Section North 2°28'20" East, 207.61 feet the TRUE POINT OF BEGINNING; thence continuing along said centerline North 2°28'20" East, 5.02 feet to the southerly line of the right of way granted to the Sacramento-Placerville Transportation Corridor Joint Powers Authority as described in the deeds filed in Book 4764, Pages 134 and 153 in the official records of El Dorado County and the beginning of a non-tangent curve concave southerly, said curve has a radius of 1,045.85 feet; thence easterly along said right of way curve through a central angle of 1°01'12" an arc distance of 18.62 feet to the southwesterly right of way line of Missouri Flat Road, said curve being subtended by a chord which bears North 87°17'31" East, 18.62 feet; thence along said southwesterly right of way line the following three (3) courses: 1) South 49°26'00" East, 76.62 feet to the beginning of a curve concave northeasterly, said curve has a radius of 1,039.85 feet; 2) southeasterly along said curve through a central angle of 5°14'02" an arc distance of 94.99 feet, said curve being subtended by a chord which bears South 52°03'01" East, 94.96 feet; 3) South 54°40'02" East, 73.75 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,450.00 feet; thence leaving said southwesterly right of way line northwesterly along said curve through a central angle of 6°00'37" an arc distance of 257.00 feet, said curve being subtended by a chord which bears North 55°38'30" West, 256.88 feet to the TRUE POINT OF BEGINNING. Containing 1,961 square feet (0.05 acres) more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said parcel as a right of way for road purposes.

Joe Neely
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

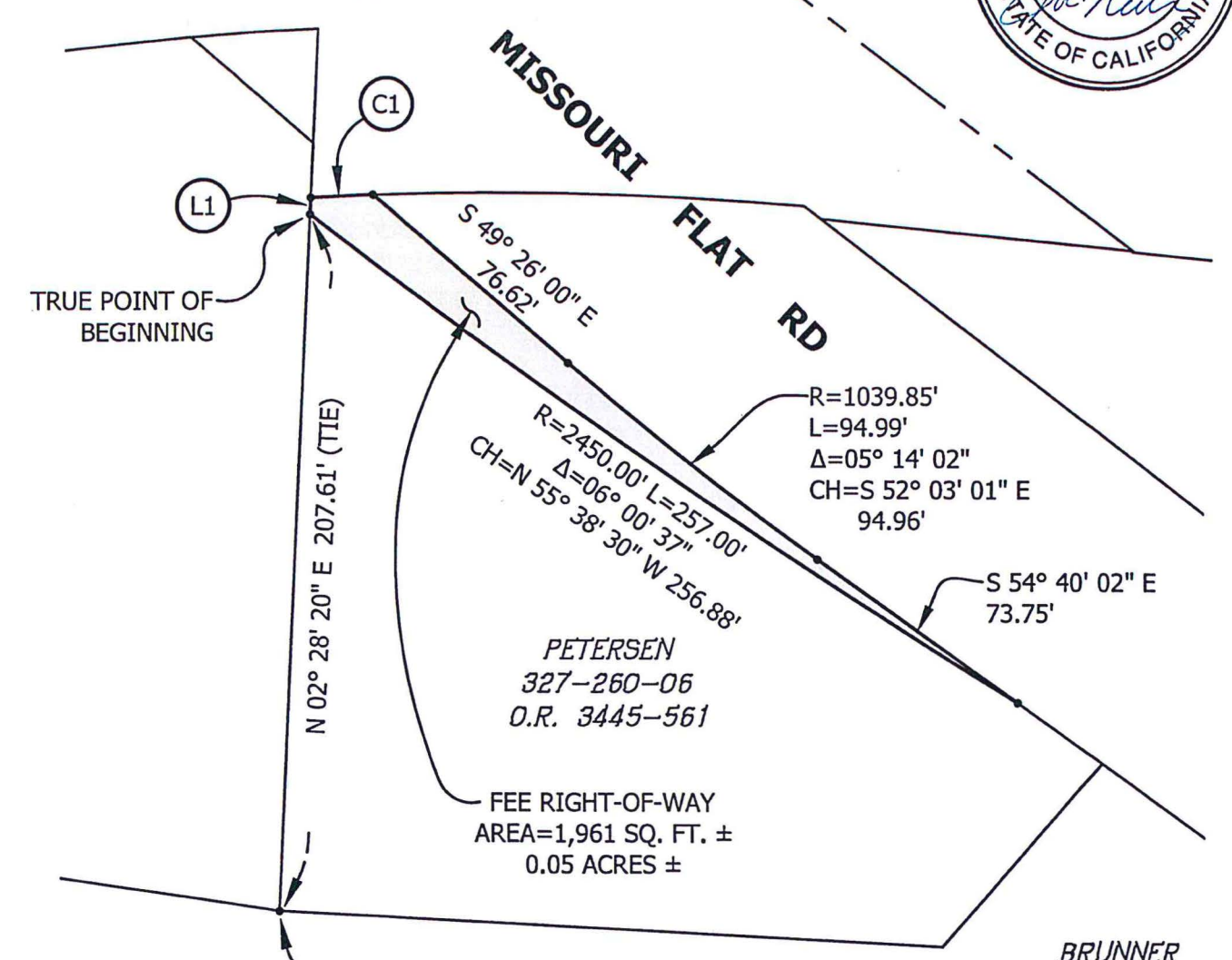
Dated 10/25/19



EXHIBIT 'B'

Situate in Section 24, T. 10 N., R. 10 E., M.D.M.
County of El Dorado, State of California

JOINT POWERS AUTHORITY
SAC-PLACERVILLE TRANS CORRIDOR
4764-OR-134
4764-OR-153



BRUNNER
DOC. 1998-62412

1-¼" C.I.P. MARKING THE
CENTER-SOUTH 1/16 CORNER
SECTION 24

- (L1) N 02° 28' 20" E 5.02'
- (C1) R=1045.85' Δ=01° 01' 12" L=18.62'
CH=N 87° 17' 31" E 18.62'



Grid North
Scale 1"=50'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 327-260-006
Seller: Petersen Family Trust
Project: 72334

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

Above section for Recorder's use

GRANT OF SLOPE AND DRAINAGE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

Described in Exhibit 'A2' and depicted in Exhibit 'B2' attached hereto and made a part hereof, which description is by this reference incorporated herein.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20____.

GRANTOR: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Lissa E. Luckinbill, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A2'

All that certain real property situate in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3445, Page 561 in the official records of El Dorado County more particularly described as follows:


COMMENCING at a 1-1/4" Capped Iron Pipe marking the Center-South One-Sixteenth Corner of said Section 24; thence along the North-South centerline of said Section North 2°28'20" East, 165.08 feet to the TRUE POINT OF BEGINNING; thence continuing along said centerline North 2°28'20" East, 42.53 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,450.00 feet; thence southeasterly along said curve through a central angle of 6°00'37" an arc distance of 257.00 feet, said curve being subtended by a chord which bears South 55°38'30" East, 256.88 feet to the southwesterly right of way line of Missouri Flat Road; thence along said southwesterly right of way line South 54°40'02" East, 30.94 feet to the northerly line of the parcel described in that certain document number 1998-62412 filed in said county and state; thence along said northerly line South 41°06'58" West, 33.21 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,485.00 feet; thence leaving said northerly line northwesterly along said curve through a central angle of 6°01'52" an arc distance of 261.58 feet, said curve being subtended by a chord which bears North 56°12'46" West, 261.46 feet to the TRUE POINT OF BEGINNING. Containing 9,586 square feet (0.22 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said parcel as easements for 1) slope and drainage purposes and 2) public utilities purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 10/25/19 _____

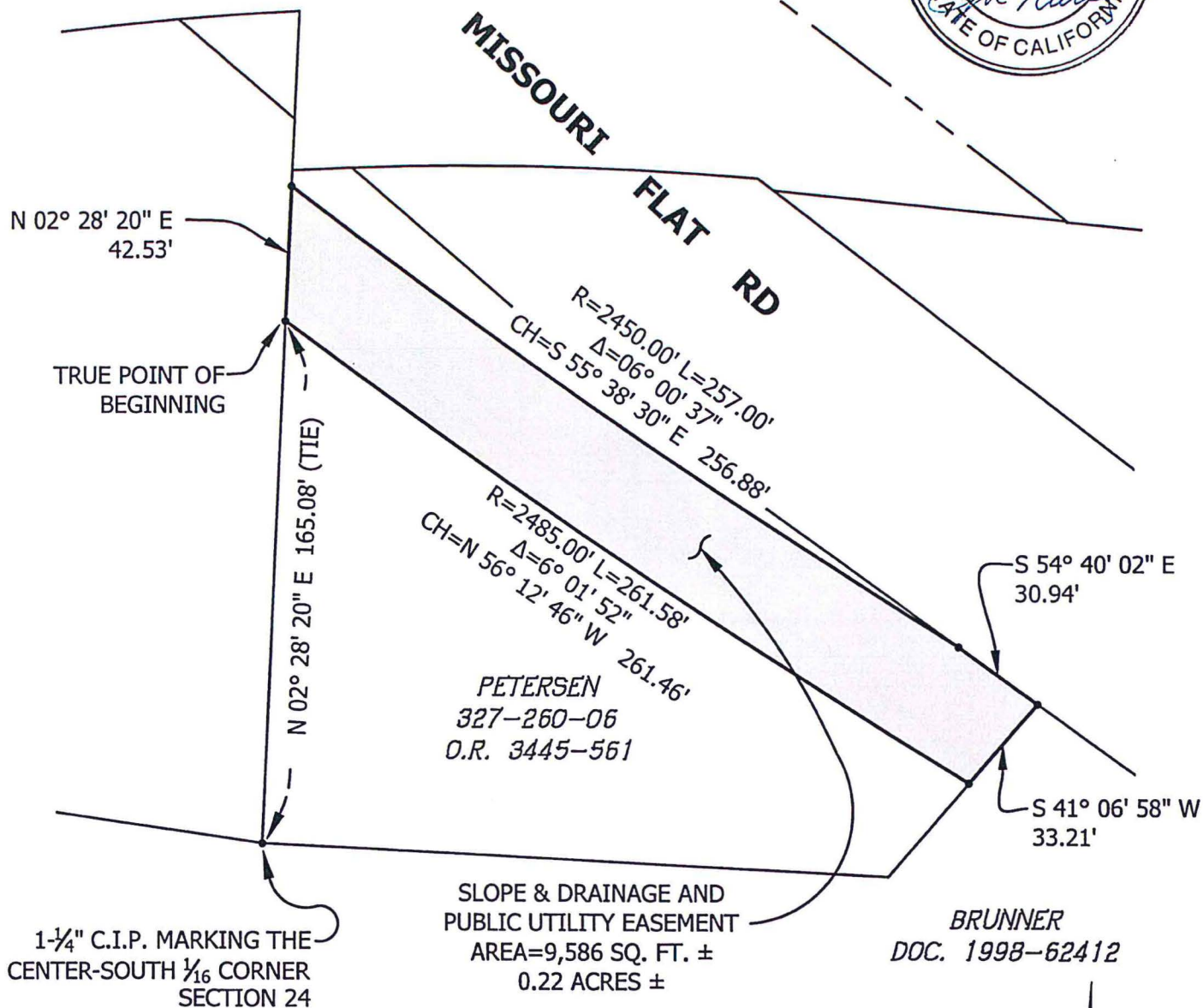


EXHIBIT 'B2'

Situate in Section 24, T. 10 N., R. 10 E., M.D.M.

County of El Dorado, State of California

JOINT POWERS AUTHORITY
SAC-PLACERVILLE TRANS CORRIDOR
4764-OR-134
4764-OR-153



Grid North
Scale 1"=50'

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Ct.
Placerville, CA 95667

APN: 327-260-006
Seller: Petersen Family Trust
Project #: 72334

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

Above section for Recorder's use

GRANT OF PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust**, hereinafter referred to as "Grantor," grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A2' AND DEPICTED IN EXHIBIT 'B2' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 20____.

GRANTOR: Lissa E. Luckinbill, Trustee of the Donald F. Petersen Family Trust

Lissa E. Luckinbill, Trustee

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of the parcel described in that certain document filed in Book 3445, Page 561 in the official records of El Dorado County more particularly described as follows:


COMMENCING at a 1-1/4" Capped Iron Pipe marking the Center-South One-Sixteenth Corner of said Section 24; thence along the North-South centerline of said Section North 2°28'20" East, 165.08 feet to the TRUE POINT OF BEGINNING; thence continuing along said centerline North 2°28'20" East, 42.53 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,450.00 feet; thence southeasterly along said curve through a central angle of 6°00'37" an arc distance of 257.00 feet, said curve being subtended by a chord which bears South 55°38'30" East, 256.88 feet to the southwesterly right of way line of Missouri Flat Road; thence along said southwesterly right of way line South 54°40'02" East, 30.94 feet to the northerly line of the parcel described in that certain document number 1998-62412 filed in said county and state; thence along said northerly line South 41°06'58" West, 33.21 feet to the beginning of a non-tangent curve concave northeasterly, said curve has a radius of 2,485.00 feet; thence leaving said northerly line northwesterly along said curve through a central angle of 6°01'52" an arc distance of 261.58 feet, said curve being subtended by a chord which bears North 56°12'46" West, 261.46 feet to the TRUE POINT OF BEGINNING. Containing 9,586 square feet (0.22 acres) more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid north and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe that portion of said parcel as easements for 1) slope and drainage purposes and 2) public utilities purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Dated 10/25/19 _____

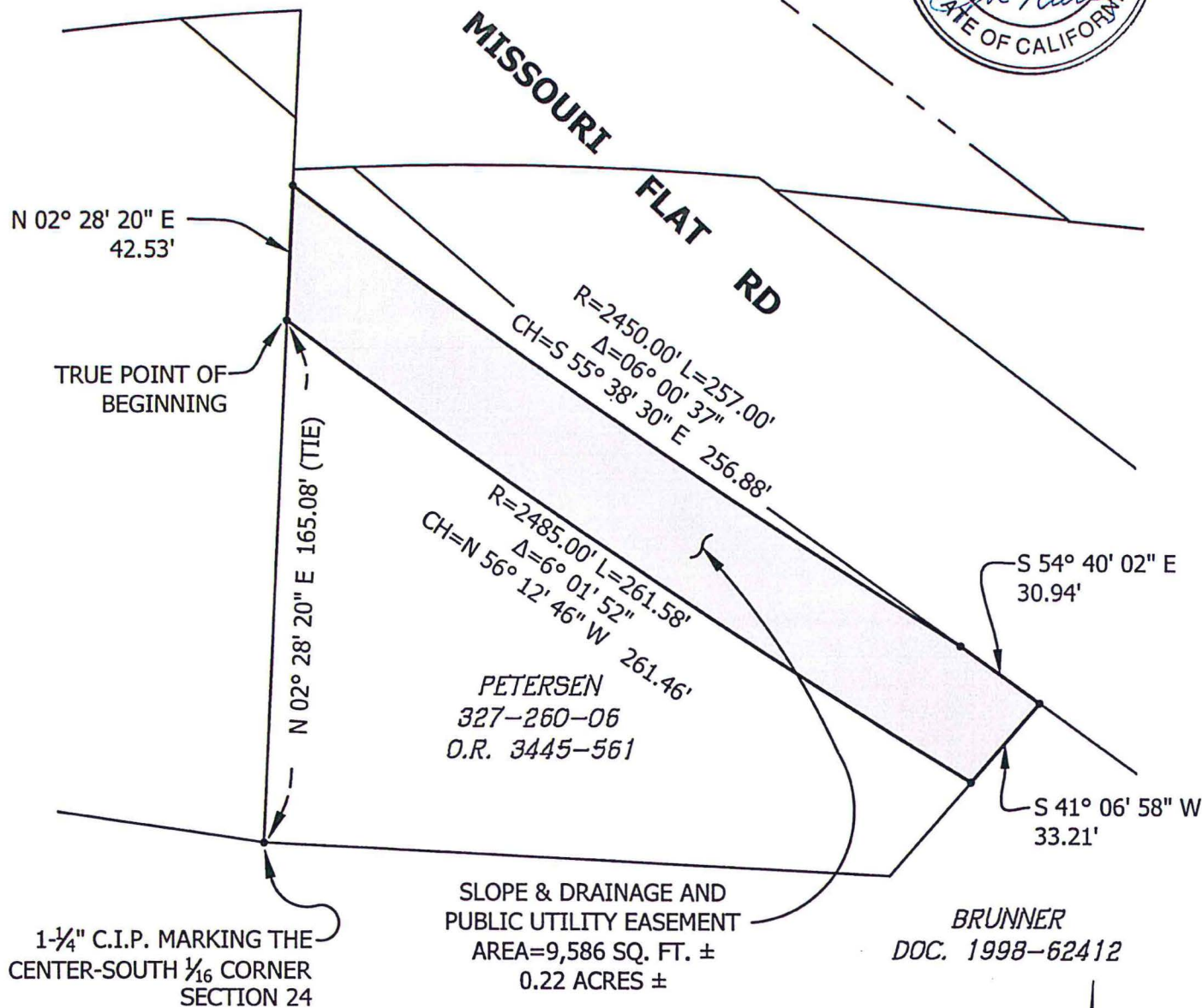
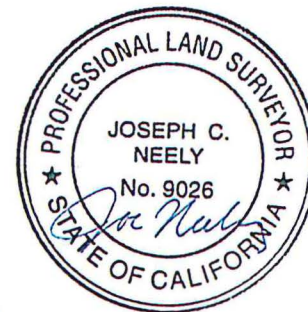


EXHIBIT 'B2'

Situate in Section 24, T. 10 N., R. 10 E., M.D.M.

County of El Dorado, State of California

JOINT POWERS AUTHORITY
SAC-PLACERVILLE TRANS CORRIDOR
4764-OR-134
4764-OR-153



Grid North
Scale 1"=50'