

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

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 **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991** 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 as follows:

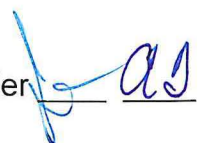
APN 327-270-043: Fee Title, Slope and Drainage Easement, and Public Utilities Easement as described and depicted in Exhibits B, C and D and the exhibits thereto;

APN 327-270-046: Fee Title, Slope and Drainage Easement, and Public Utilities Easement as described and depicted in Exhibits E, F and G and the exhibits thereto;

APN 327-270-050: Fee Title, Slope and Drainage Easement, and Public Utilities Easement, described and depicted in Exhibits H, I, and J and the exhibits thereto;

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:

Seller: 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, D, E, F, G, H, I, and J and the exhibits thereto.

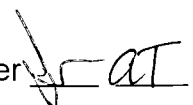
2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of \$224,000 (Two-hundred twenty-four thousand 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-284226 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 September 1, 2021 unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

Seller



Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; 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-284226, dated April 2, 2021, if any; and
- C. Exceptions 1, 2, 3, 4, 7 & 10 paid current and subject to items 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 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

Seller 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

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.


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, G, H, I, and J, 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 Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or

Seller 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

D. All warranties, covenants, and other obligations described in this contract section and 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 Grantor 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.

Seller 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

10. ASSESSMENTS

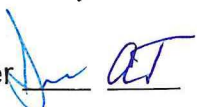
It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder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

11. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller know 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 Properties, 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 Project Phase 1B 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

Seller 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

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

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

Seller 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate/s of Acceptance to be attached to and recorded with the Grant Deeds and Easement Deeds.

C. Escrow Holder shall:

- (i) Record the Grant Deeds and Easement Deeds for the Acquisition Properties described and depicted in Exhibits B, C, D, E, F, G, H, I, and J and the exhibits thereto, together with County's Certificate(s) 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

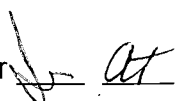
Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

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 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

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: James and Elizabeth Teter
5220 Holly Drive
Shingle Springs, CA 95682

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.

Seller 

Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

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

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

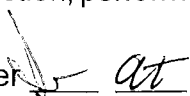
In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

25. LEASE WARRANTY PROVISION

Seller currently rents a portion of the Properties to a business. Seller is responsible for notifying the business of the County's project and its impacts to the Seller's Properties. The County's acquisitions will require the business to move elsewhere on the Seller's Properties after the acquisition. Should the business make a claim for reimbursement for said move, that business will be required to make a separate claim with the County for any costs associated with the move. The business which rents the Properties is not a party to this Agreement.

26. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform

Seller 

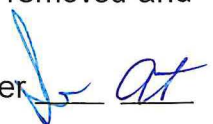
Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

the following construction work on the Seller's remaining Properties:

1. County or County's contractors or authorized agents will install approximately 750 linear feet of 6-foot chain-link fence along the toe of slope as shown on the attached Exhibit AA.
2. County or County's contractors or authorized agents will relocate Seller's existing gate as shown on Exhibit AA to a new location on their remaining Properties. County will coordinate with Seller on the exact location during construction.
3. County or County's contractors or authorized agents will install a concrete pipe inlet with top grate as shown on Exhibit AA and connect to Sellers' existing drainage system with a 36-inch plastic pipe, minimum 10-feet in length. The concrete pipe inlet will be the property of the Seller once completed and the County will have no obligation to maintain it. Existing drainage patterns on the Sellers' property will remain the same.
4. County or County's contractors or authorized agents will construct curb/gutter/sidewalk to accommodate two (2) 30-foot wide commercial driveways onto the proposed roadway at approximate locations shown on the attached Exhibit AA. Seller will be responsible for obtaining a fee-waived encroachment permit from the county for the driveways after the road is constructed. At the time of this Agreement, Seller has no plans submitted to County to develop the Properties.

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

Seller



Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

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 327-270-043, -046 & -050) 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 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  


Seller: Teter Trust
APN's: 327-270-043, -046 & -050
Project #: 72334
Escrow #: P-284226

SELLER: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

Date: 7-22-2021 By: 
James E. Teter, Trustee

Date: 7/22/2021 By: 
Elizabeth Ann Teter, Trustee

COUNTY OF EL DORADO:

Date: 8-31-21 By: 
John Hidalgo, Chair
Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Seller 

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:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 10 EAST, PORTION PARCEL A OF P.M. 12 81 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON DECEMBER 22, 1981 IN BOOK 30 OF PARCEL MAPS, AT PAGE 62.

APN: 327-270-043-000

PARCEL TWO:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 10 EAST, M. D.M., BEING A REDIVISION OF PARCELS 1 AND 3 OF PARCEL MAP 30-62", FILED NOVEMBER 23, 1986, IN BOOK 36 OF PARCEL MAPS, AT PAGE 103, AND AS AMENDED BY PARCEL MAP FILED MARCH 5, 1992, IN BOOK 43 AT PAGE 66.

APN: 327-270-046-000

PARCEL THREE:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.M., BEING ALSO A PORTION OF PARCEL A, OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA, IN BOOK 12 OF PARCEL MAPS AT PAGE 81, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL A, SAID POINT BEING MARKED BY A 3/4" CAPPED IRON PIPE STAMPED L.S. 3961 FROM WHICH A 2" CAPPED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 24 STAMPED FOR SECTION CORNER AND CHW BEARS THE FOLLOWING 6 (SIX) COURSES: (1) SOUTH 46 DEG 57' 25" EAST 583.36 FEET; (2) SOUTH 01 DEG 01' 50" WEST 105.30 FEET; (3) SOUTH 81 DEG 45' 00" WEST 15.63 FEET; (4) SOUTH 08 DEG 36' 00" WEST 369.45 FEET; (5) SOUTH 18 DEG 12' 00" EAST 194.59 FEET; (6) SOUTH 01 DEG 05' 50" WEST 309.58 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE EASTERLY LINE OF SAID PARCEL A SOUTH 29 DEG 48' 31" WEST 762.72 FEET TO A 3/4 INCH CAPPED IRON POIPE STAMPED R.C.E. 10594; THENCE SOUTH 33 DEG 11' 21" WEST 373.74 FEET TO A 3/4" CAPPED IRON PIPE STAMPED L.S. 3961 SET ON THE NORTHERLY LINE OF CHINA GARDEN ROAD; THENCE ALONG SAID NORTHERLY LINE NORTH 59 DEG 45' 37" WEST 50.07 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 33 DEG 11' 21" EAST 374.90 FEET; THENCE NORTH 29 DEG 48' 31" EAST 761.11 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 71 DEG 06' 52" EAST 12.87 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED L.S. 3961; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 47 DEG 10' 24" EAST 42.60 FEET TO THE POINT OF BEGINNING.

APN: 327-270-050-000

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: 327-270-043

Sellers: Teter

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, **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991**, 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: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed in Book 30, Page 62 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:


BEGINNING at the Northwest corner of said Parcel; thence along the northerly and easterly lines of said Parcel the following three (3) courses: 1) North 70°32'29" East, 50.77 feet; 2) North 70°21'08" East, 229.84 feet; 3) South 28°56'31" West, 285.96 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 1°40'43" an arc distance of 130.38 feet, said curve being subtended by a chord which bears North 86°05'58" West, 130.38 feet to the westerly line of said Parcel; thence along said westerly line North 1°36'16" East, 147.24 feet to the POINT OF BEGINNING. Containing 36,106 square feet (0.83 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 certain 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.



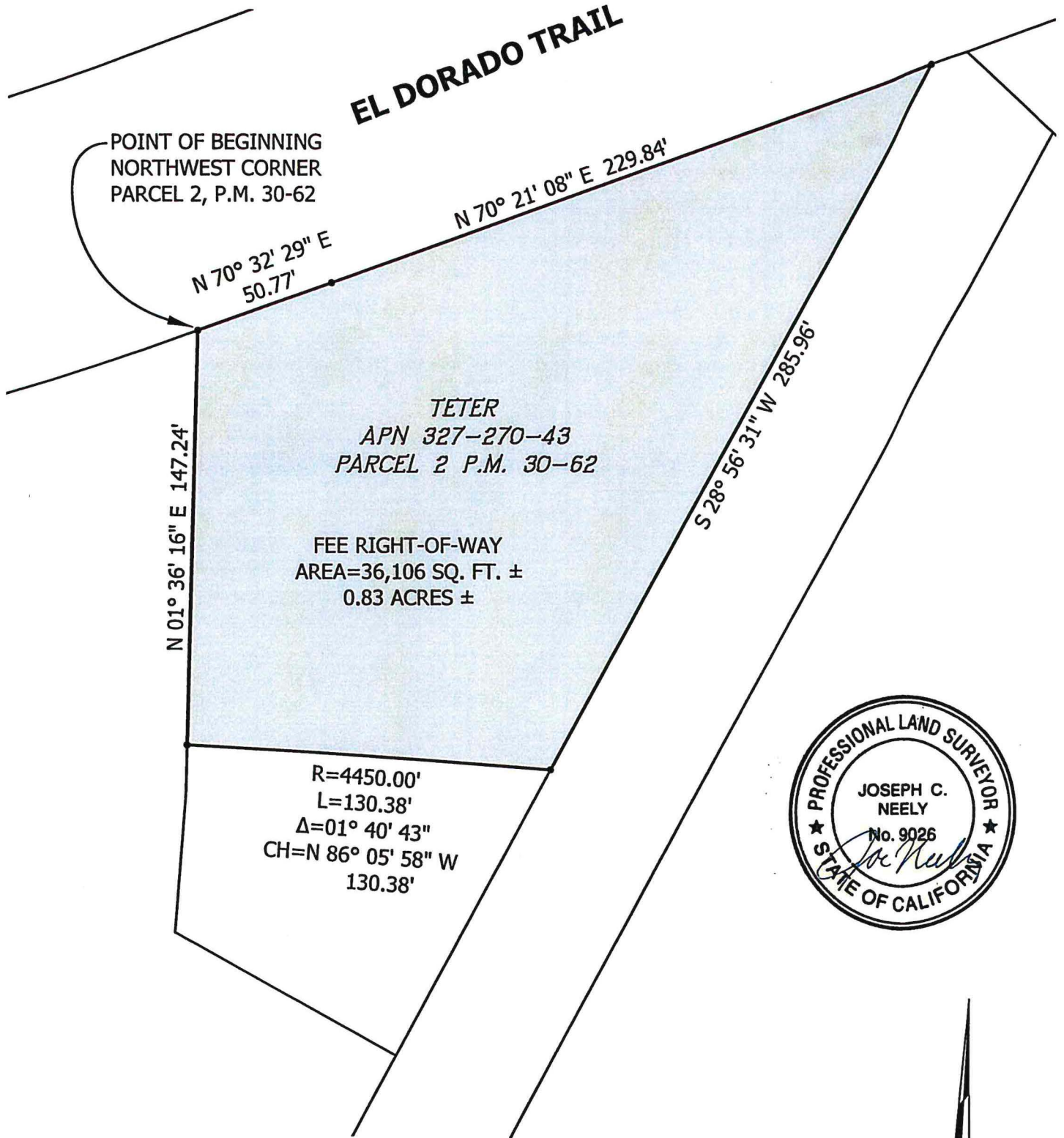
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



Dated: 10/24/19

EXHIBIT 'B'

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



Grid North
Scale 1"=50'

Exhibit C

**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: 327-270-043

Seller: Teter

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, **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991**, 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: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A2'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed in Book 30, Page 62 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel; thence along the westerly line of said Parcel South $1^{\circ}36'16''$ West, 147.24 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line the following two (2) courses: 1) South $1^{\circ}36'16''$ West, 16.44 feet; 2) South $4^{\circ}51'16''$ West, 18.58 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,415.00 feet; thence leaving said westerly line easterly along said curve through a central angle of $1^{\circ}28'36''$ an arc distance of 113.78 feet, said curve being subtended by a chord which bears South $86^{\circ}12'10''$ East, 113.77 feet to the easterly line of said Parcel; thence along said easterly line North $28^{\circ}56'31''$ East, 38.40 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said easterly line westerly along said curve through a central angle of $1^{\circ}40'43''$ an arc distance of 130.38 feet, said curve being subtended by a chord which bears North $86^{\circ}05'58''$ West, 130.38 feet to the TRUE POINT OF BEGINNING. Containing 4,264 square feet (0.10 acres) more or less.

-End of Description-

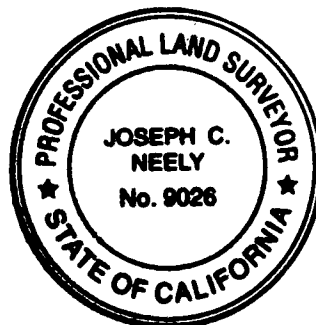
See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid North and is identical to that shown on that certain 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: 10/24/19

EXHIBIT 'B2'

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

EL DORADO TRAIL

NORTHWEST CORNER
PARCEL 2, P.M. 30-62

TETER
APN 327-270-43
PARCEL 2 P.M. 30-62

SLOPE & DRAINAGE AND
PUBLIC UTILITY EASEMENT
AREA=4,264 SQ. FT. ±
0.10 ACRES ±

S 01° 36' 16" W
147.24' (TIE)

TRUE POINT OF
BEGINNING

(L1)

(L2)

R=4450.00'
L=130.38'
Δ=01° 40' 43"
CH=N 86° 05' 58" W 130.38'

N 28° 56' 31" E
38.40'

R=4415.00'
L=113.78'
Δ=1° 28' 36"
CH=S 86° 12' 10" E
113.77'



(L1) S 01° 36' 16" W 16.44'

(L2) S 04° 51' 16" W 18.58'



Grid North
Scale 1"=50'

Exhibit D

**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: 327-270-043
Sellers: Teter
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, **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991**, 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: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed in Book 30, Page 62 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:


COMMENCING at the Northwest corner of said Parcel; thence along the westerly line of said Parcel South 1°36'16" West, 147.24 feet to the TRUE POINT OF BEGINNING; thence continuing along said westerly line the following two (2) courses: 1) South 1°36'16" West, 16.44 feet; 2) South 4°51'16" West, 18.58 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,415.00 feet; thence leaving said westerly line easterly along said curve through a central angle of 1°28'36" an arc distance of 113.78 feet, said curve being subtended by a chord which bears South 86°12'10" East, 113.77 feet to the easterly line of said Parcel; thence along said easterly line North 28°56'31" East, 38.40 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 1°40'43" an arc distance of 130.38 feet, said curve being subtended by a chord which bears North 86°05'58" West, 130.38 feet to the TRUE POINT OF BEGINNING. Containing 4,264 square feet (0.10 acres) more or less.

-End of Description-

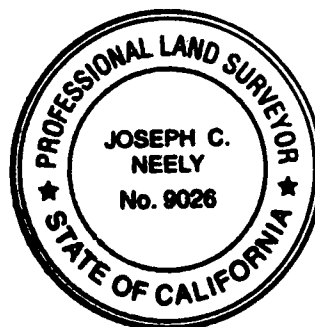
See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid North and is identical to that shown on that certain 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: 10/24/19

EXHIBIT 'B2'

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

EL DORADO TRAIL

NORTHWEST CORNER
PARCEL 2, P.M. 30-62

TETER
APN 327-270-43
PARCEL 2 P.M. 30-62

SLOPE & DRAINAGE AND
PUBLIC UTILITY EASEMENT
AREA=4,264 SQ. FT. ±
0.10 ACRES ±

S 01° 36' 16" W
147.24' (TIE)

TRUE POINT OF
BEGINNING

(L1)

R=4450.00'
L=130.38'
Δ=01° 40' 43"
CH=N 86° 05' 58" W 130.38'

(L2)

N 28° 56' 31" E
38.40'

R=4415.00'
L=113.78'
Δ=1° 28' 36"
CH=S 86° 12' 10" E
113.77'



(L1) S 01° 36' 16" W 16.44'

(L2) S 04° 51' 16" W 18.58'



Grid North
Scale 1"=50'

Exhibit E

**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: 327-270-046
Sellers: Teter
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, **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991**, 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: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel A as shown on that certain Parcel Map filed in Book 43, Page 66 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel said point being the beginning of a non-tangent curve concave northerly, having a radius of 798.60 feet; thence along the northerly and easterly lines of said Parcel the following five (5) courses: 1) easterly along said curve through a central angle of 25°25'27" an arc distance of 354.37 feet, said curve being subtended by a chord which bears South 82°09'56" East, 351.47 feet; 2) North 4°52'39" West, 49.99 feet to the beginning of a non-tangent curve concave northerly having a radius of 748.61 feet; 3) easterly along said curve through a central angle of 6°47'58" an arc distance of 88.84 feet, said curve being subtended by a chord which bears North 81°43'22" East, 88.79 feet to a point of compound curvature, said curve is concave northerly and has a radius of 1,150.91 feet; 4) easterly along said curve through a central angle of 8°16'30" an arc distance of 166.22 feet, said curve being subtended by a chord which bears North 74°11'08" East, 166.08 feet; 5) South 1°36'16" West, 147.24 feet to the beginning of a non-tangent curve concave southerly having a radius of 4,450.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 0°39'58" an arc distance of 51.74 feet, said curve being subtended by a chord which bears North 87°16'19" West, 51.74 feet; thence North 87°36'18" West, 243.16 feet to the beginning of a curve concave northerly having a radius of 2,050.00 feet; thence westerly along said curve through a central angle of 5°55'18" an arc distance of 211.88 feet, said curve being subtended by a chord which bears North 84°38'39" West, 211.78 feet; thence North 81°41'00" West, 84.09 feet to the westerly line of said Parcel; thence along said westerly line North 1°38'56" East, 42.70 feet to the TRUE POINT OF BEGINNING. Containing 35,365 square feet (0.81 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 certain 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.



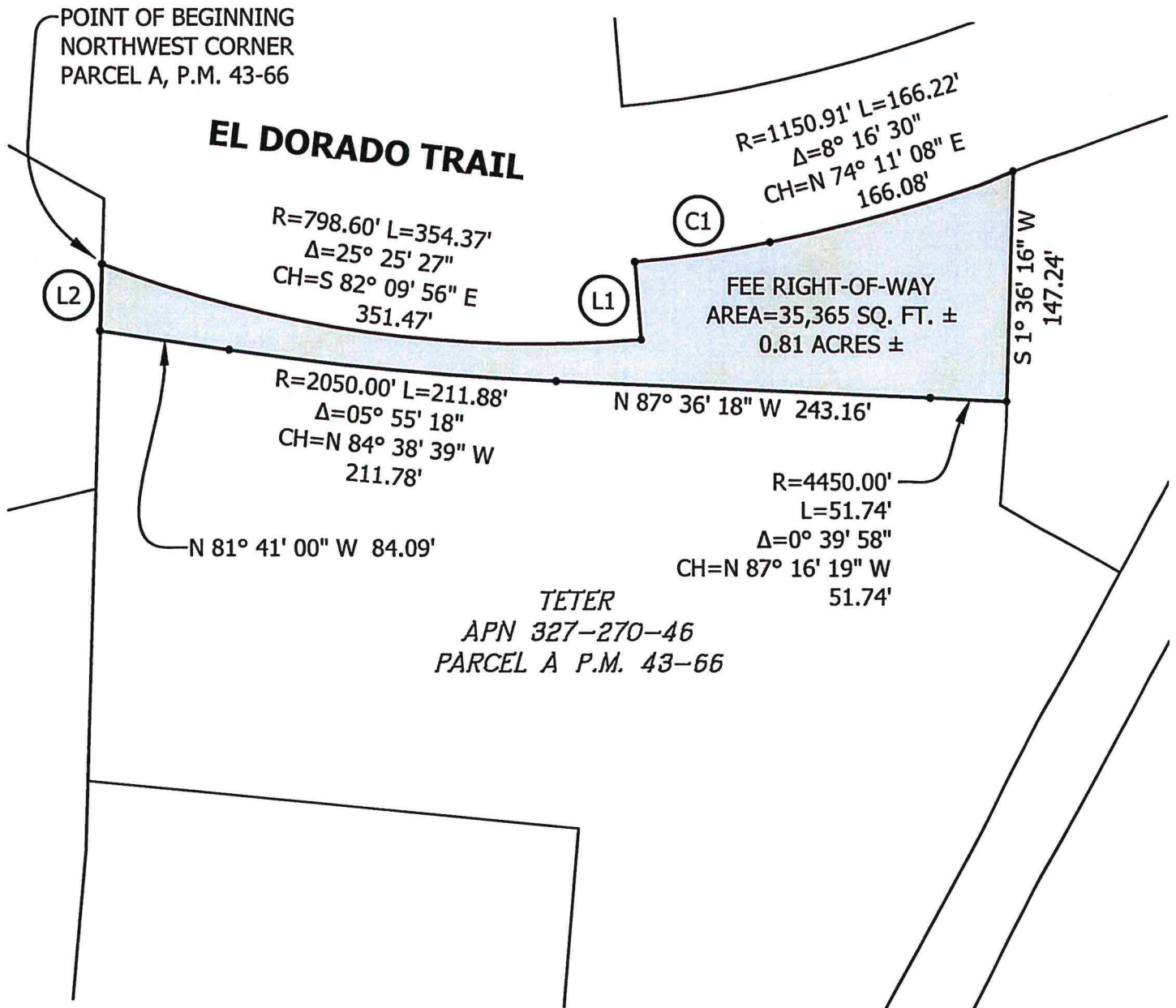
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



Date: 10/24/19

EXHIBIT 'B'

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



- (L1) N 04° 52' 39" W 49.99'
- (C1) R=748.61' $\Delta=06^\circ 47' 58''$ L=88.84'
CH=N 81° 43' 22" E 88.79'
- (L2) N 01° 38' 56" E 42.70'



Grid North
Scale 1"=100'

Exhibit F

**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: 327-270-046

Seller: Teter

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, **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991**, 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: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A2'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel A as shown on that certain Parcel Map filed in Book 43, Page 66 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel; thence along the westerly line of said Parcel South 1°38'56" West, 42.70 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly line South 81°41'00" East, 84.09 feet to the beginning of a curve concave northerly, said curve has a radius of 2,050.00 feet; thence easterly along said curve through a central angle of 5°55'18" an arc distance of 211.88 feet, said curve being subtended by a chord which bears South 84°38'39" East, 211.78 feet; thence South 87°36'18" East, 243.16 feet to the beginning of a curve concave southerly, said curve has a radius of 4,450.00 feet; thence easterly along said curve through a central angle of 0°39'58" an arc distance of 51.74 feet, said curve being subtended by a chord which bears South 87°16'19" West, 51.74 feet to the easterly line of said Parcel; thence along said easterly line the following two (2) courses: 1) South 1°36'16" West, 16.44 feet; 2) South 4°51'16" West, 18.58 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,415.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 0°39'51" an arc distance of 51.17 feet, said curve being subtended by a chord which bears North 87°16'23" West, 51.17 feet; thence North 87°36'18" West, 243.16 feet to the beginning of a curve concave northerly, said curve has a radius of 2,085.00 feet; thence westerly along said curve through a central angle of 5°55'18" an arc distance of 215.49 feet, said curve being subtended by a chord which bears North 84°38'39" West, 215.40 feet; thence North 81°41'00" West, 80.00 feet to the westerly line of said Parcel; thence along said westerly line North 1°38'56" East, 35.24 feet to the TRUE POINT OF BEGINNING. Containing 20,671 square feet (0.47 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 certain 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

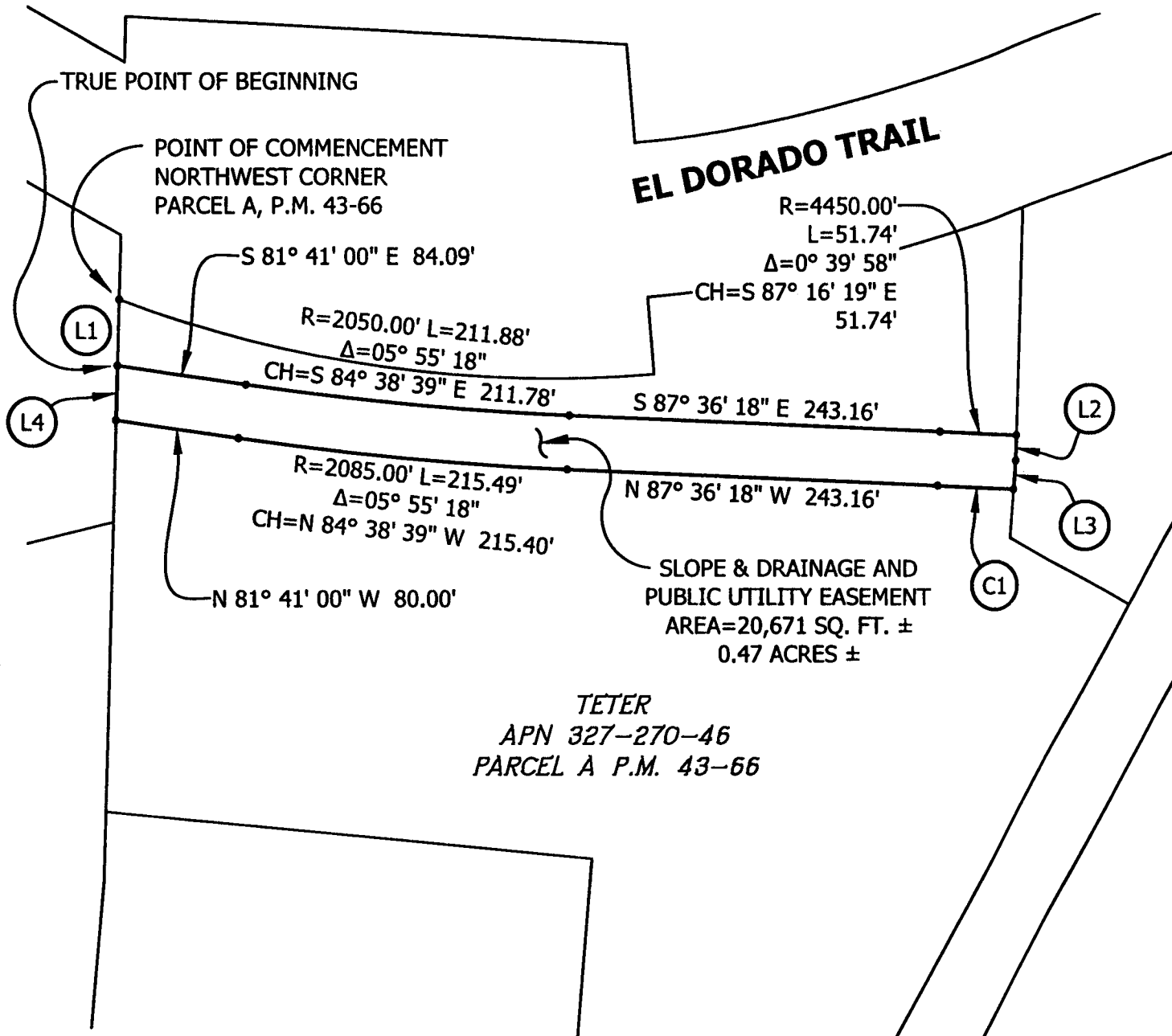
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



Date: 10/24/19

EXHIBIT 'B2'

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



- (L1) S 01° 38' 56" W 42.70' (TIE)
- (L2) S 01° 36' 16" W 16.44'
- (L3) S 04° 51' 16" W 18.58'
- (C1) R=4415.00' Δ=00° 39' 51" L=51.17'
CH=N 87° 16' 23" W 51.17'
- (L4) N 01° 38' 56" E 35.24'



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: 327-270-046

Sellers: Teter

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, **James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991**, 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: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

EXHIBIT 'A2'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel A as shown on that certain Parcel Map filed in Book 43, Page 66 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel; thence along the westerly line of said Parcel South 1°38'56" West, 42.70 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly line South 81°41'00" East, 84.09 feet to the beginning of a curve concave northerly, said curve has a radius of 2,050.00 feet; thence easterly along said curve through a central angle of 5°55'18" an arc distance of 211.88 feet, said curve being subtended by a chord which bears South 84°38'39" East, 211.78 feet; thence South 87°36'18" East, 243.16 feet to the beginning of a curve concave southerly, said curve has a radius of 4,450.00 feet; thence easterly along said curve through a central angle of 0°39'58" an arc distance of 51.74 feet, said curve being subtended by a chord which bears South 87°16'19" West, 51.74 feet to the easterly line of said Parcel; thence along said easterly line the following two (2) courses: 1) South 1°36'16" West, 16.44 feet; 2) South 4°51'16" West, 18.58 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,415.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 0°39'51" an arc distance of 51.17 feet, said curve being subtended by a chord which bears North 87°16'23" West, 51.17 feet; thence North 87°36'18" West, 243.16 feet to the beginning of a curve concave northerly, said curve has a radius of 2,085.00 feet; thence westerly along said curve through a central angle of 5°55'18" an arc distance of 215.49 feet, said curve being subtended by a chord which bears North 84°38'39" West, 215.40 feet; thence North 81°41'00" West, 80.00 feet to the westerly line of said Parcel; thence along said westerly line North 1°38'56" East, 35.24 feet to the TRUE POINT OF BEGINNING. Containing 20,671 square feet (0.47 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 certain 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

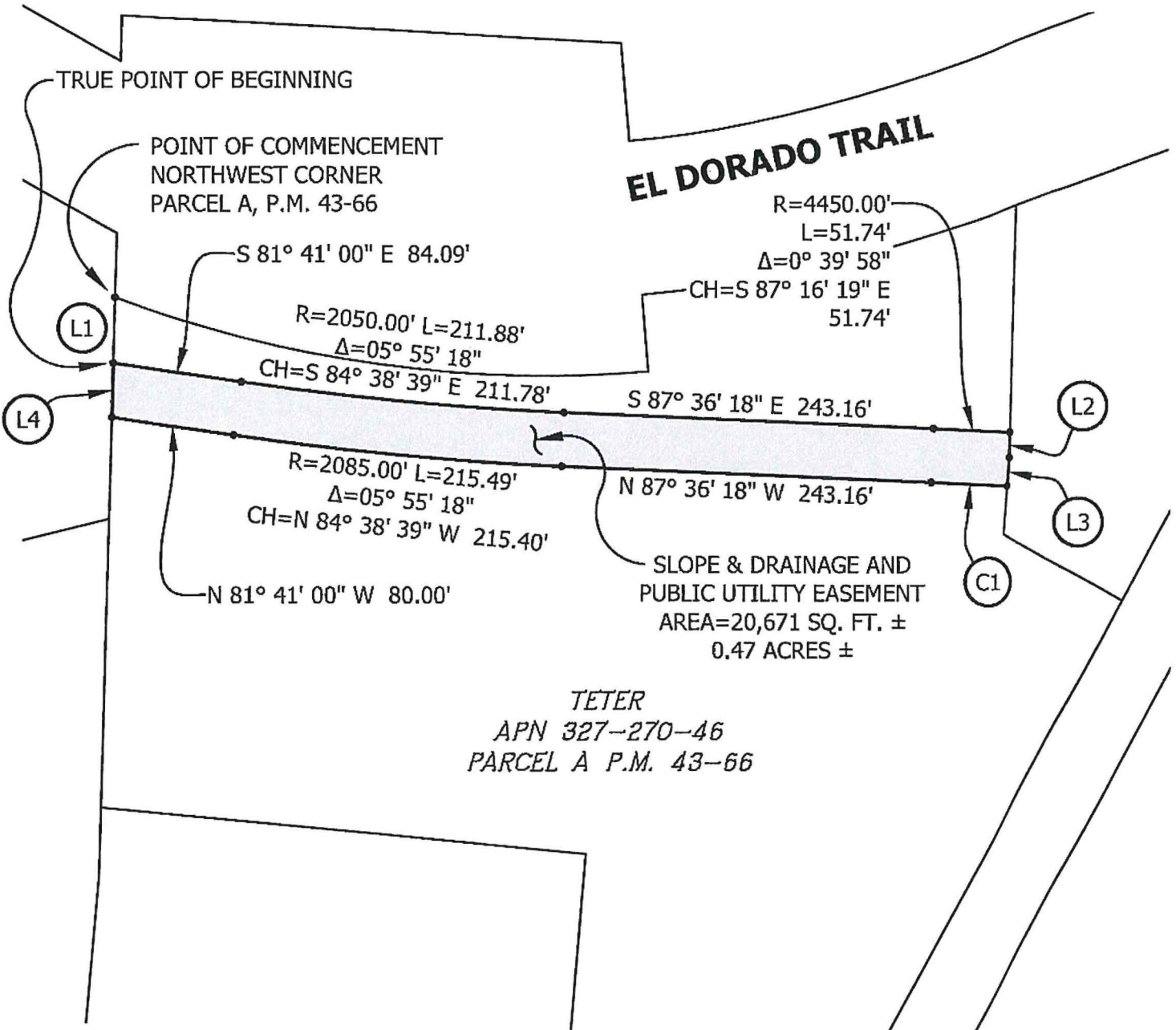
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



Date: 10/24/19

EXHIBIT 'B2'

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



- (L1) S 01° 38' 56" W 42.70' (TIE)
- (L2) S 01° 36' 16" W 16.44'
- (L3) S 04° 51' 16" W 18.58'
- (C1) R=4415.00' $\Delta=00^{\circ} 39' 51''$ L=51.17'
CH=N 87° 16' 23" W 51.17'
- (L4) N 01° 38' 56" E 35.24'



Grid North
Scale 1"=100'

Exhibit H

**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: 327-270-050
Sellers: Teter
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, **James E. Teter and Elizabeth Ann Teter, as Trustees under "The Teter Family Trust", Declaration of Trust dated April 4, 1978**, 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: James E. Teter and Elizabeth Ann Teter, as Trustees under "The Teter Family Trust", Declaration of Trust dated April 4, 1978

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in 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 number 1999-11574 filed in the Official Records of El Dorado County and as shown on that certain Parcel Map filed in Book 30, Page 13 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northwest corner of that certain 1.31 acre Parcel as shown on said Parcel Map; thence along the northerly and easterly lines of said Parcel the following three (3) courses: 1) North 70°21'08" East, 13.19 feet; 2) South 47°44'31" East, 42.41 feet; 3) South 28°56'31" West, 263.98 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 0°42'14" an arc distance of 54.66 feet, said curve being subtended by a chord which bears North 84°54'29" West, 54.66 feet to the westerly line of said Parcel; thence along said westerly line North 28°56'31" East, 285.96 feet to the POINT OF BEGINNING. Containing 13,990 square feet (0.32 acres) more or less.

The purpose of the above description is to describe that portion of said Parcel as a fee Right-of-Way for road purposes.

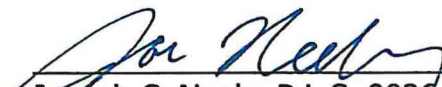
TOGETHER WITH:

A non-exclusive road easement over the remaining portion of said 1.31 acre Parcel.

-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 certain 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.



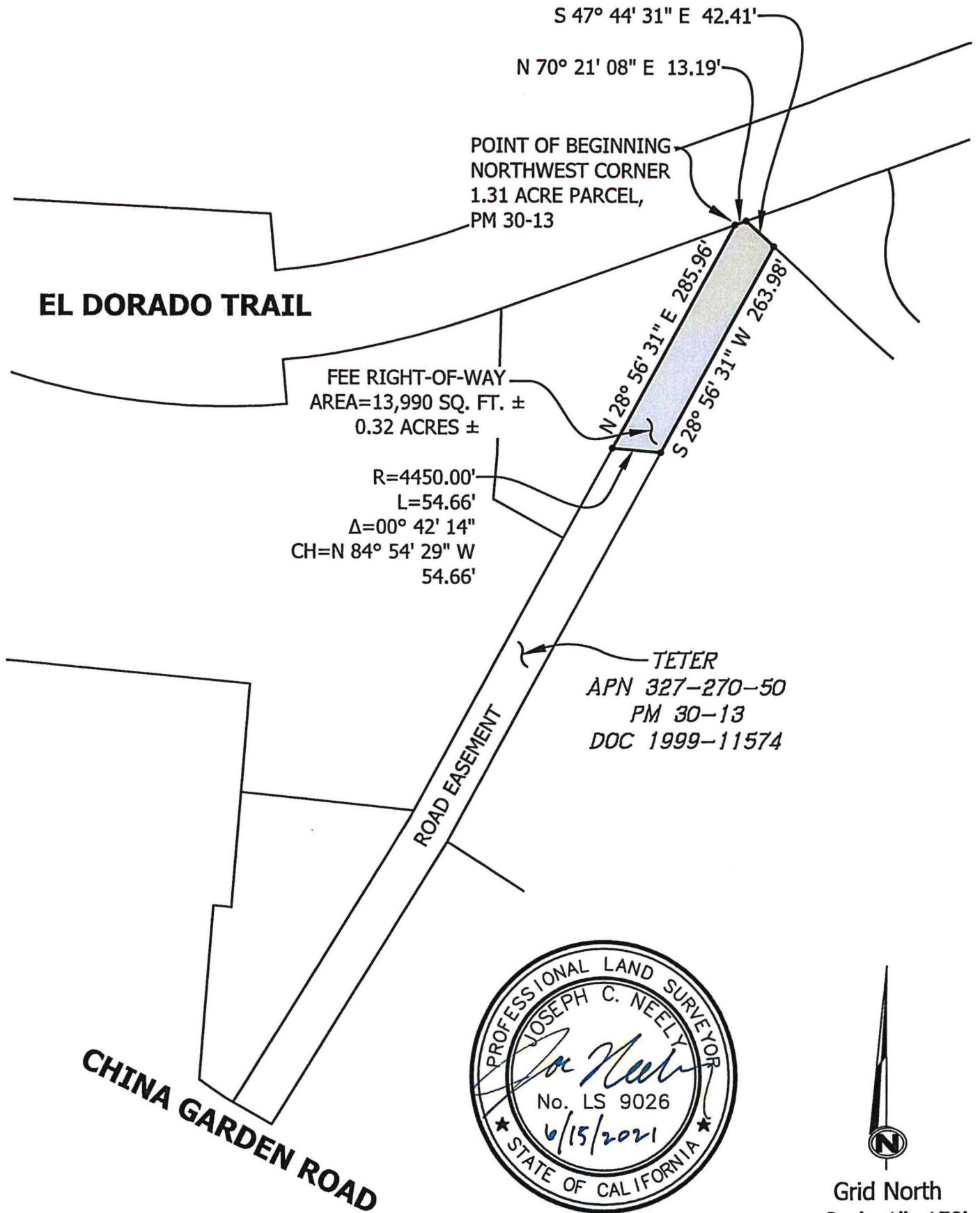
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation

Date: 6/15/2021



EXHIBIT 'B'

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



**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: 327-270-050
Seller: Teter
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, **James E. Teter and Elizabeth Ann Teter, as Trustees under "The Teter Family Trust", Declaration of Trust dated April 4, 1978**, 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: James E. Teter and Elizabeth Ann Teter, as Trustees under "The Teter Family Trust", Declaration of Trust dated April 4, 1978

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A2'

All that certain real property situate in 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 number 1999-11574 filed in the Official Records of El Dorado County and as shown on that certain Parcel Map filed in Book 30, Page 13 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:

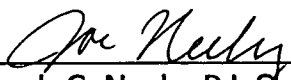
COMMENCING at the Northwest corner of that certain 1.31 acre Parcel as shown on said Parcel Map; thence along the westerly line of said Parcel South $28^{\circ}56'31''$ West, 285.96 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said westerly line easterly along said curve through a central angle of $0^{\circ}42'14''$ an arc distance of 54.66 feet, said curve being subtended by a chord which bears South $84^{\circ}54'29''$ East, 54.66 feet to the easterly line of said Parcel; thence along said easterly line South $28^{\circ}56'31''$ West, 38.19 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,415.00 feet; thence leaving said easterly line westerly along said curve through a central angle of $0^{\circ}42'38''$ an arc distance of 54.75 feet, said curve being subtended by a chord which bears North $85^{\circ}06'33''$ West, 54.75 feet to said westerly line; thence along said westerly line North $28^{\circ}56'31''$ East, 38.40 feet to the TRUE POINT OF BEGINNING. Containing 1,915 square feet (0.04 acres) more or less.

-End of Description-

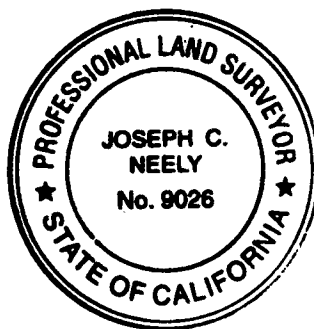
See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid North and is identical to that shown on that certain 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.



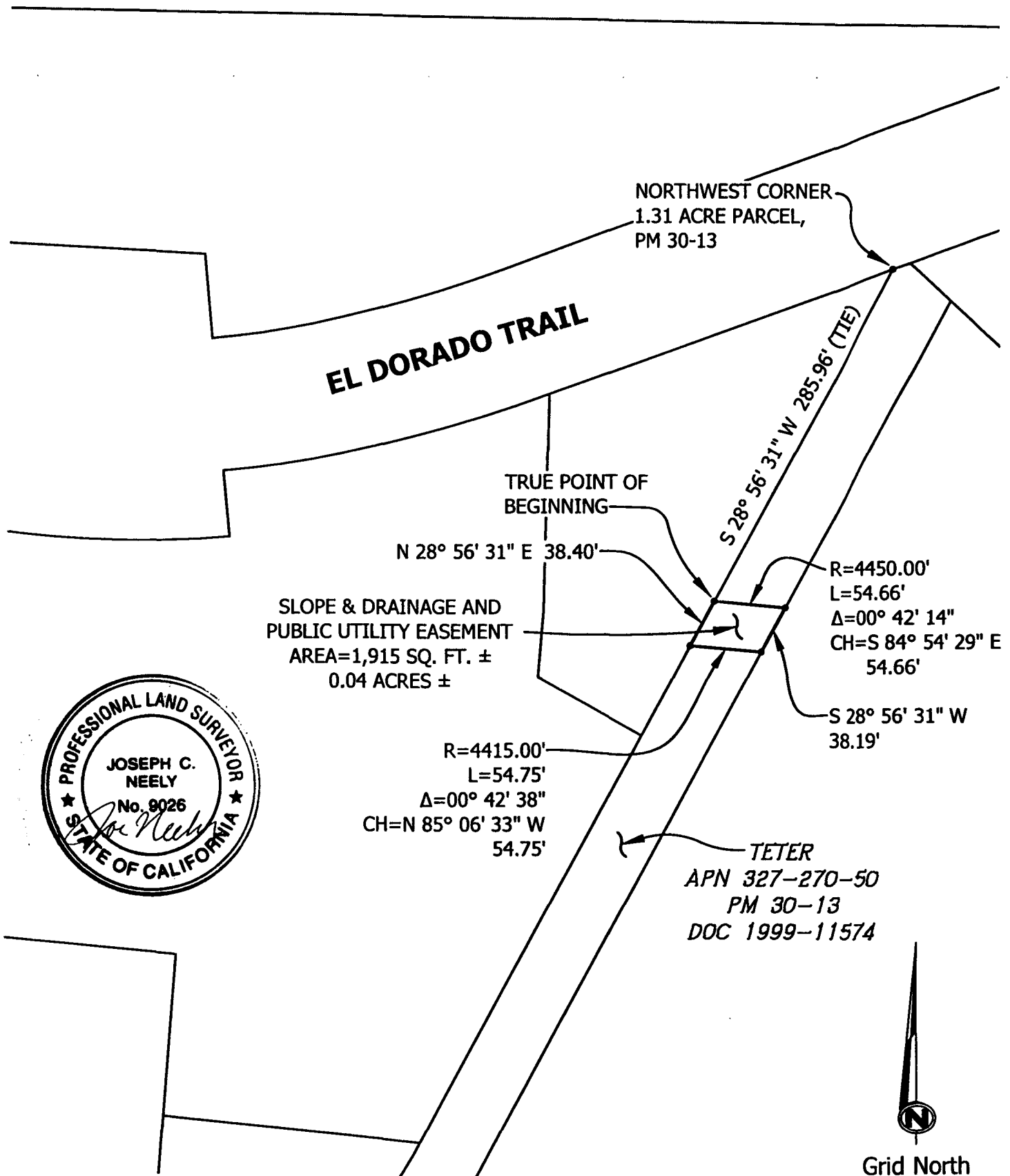
Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Department of Transportation



Dated: 10/24/19

EXHIBIT 'B2'

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



Grid North
Scale 1"=100'

Exhibit J

**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: 327-270-050
Sellers: Teter
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, **James E. Teter and Elizabeth Ann Teter, as Trustees under "The Teter Family Trust", Declaration of Trust dated April 4, 1978**, 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: James E. Teter and Elizabeth Ann Teter, as Trustees under "The Teter Family Trust", Declaration of Trust dated April 4, 1978

James E. Teter, Trustee

Elizabeth Ann Teter, Trustee

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in 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 number 1999-11574 filed in the Official Records of El Dorado County and as shown on that certain Parcel Map filed in Book 30, Page 13 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:


COMMENCING at the Northwest corner of that certain 1.31 acre Parcel as shown on said Parcel Map; thence along the westerly line of said Parcel South 28°56'31" West, 285.96 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said westerly line easterly along said curve through a central angle of 0°42'14" an arc distance of 54.66 feet, said curve being subtended by a chord which bears South 84°54'29" East, 54.66 feet to the easterly line of said Parcel; thence along said easterly line South 28°56'31" West, 38.19 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,415.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 0°42'38" an arc distance of 54.75 feet, said curve being subtended by a chord which bears North 85°06'33" West, 54.75 feet to said westerly line; thence along said westerly line North 28°56'31" East, 38.40 feet to the TRUE POINT OF BEGINNING. Containing 1,915 square feet (0.04 acres) more or less.

-End of Description-

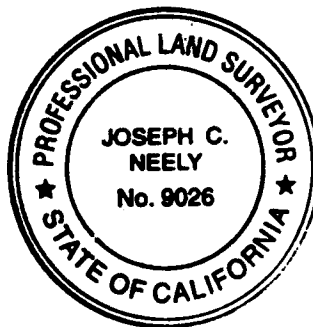
See Exhibit 'B2' attached hereto and made a part hereof.

The Basis of Bearings of the above description is grid North and is identical to that shown on that certain 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: 10/24/19

EXHIBIT 'B2'

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

NORTHWEST CORNER
1.31 ACRE PARCEL,
PM 30-13

EL DORADO TRAIL

TRUE POINT OF
BEGINNING

N 28° 56' 31" E 38.40'

SLOPE & DRAINAGE AND
PUBLIC UTILITY EASEMENT
AREA=1,915 SQ. FT. ±
0.04 ACRES ±

S 28° 56' 31" W 285.96' (TIE)

R=4450.00'
L=54.66'
Δ=00° 42' 14"
CH=S 84° 54' 29" E
54.66'

S 28° 56' 31" W
38.19'

R=4415.00'
L=54.75'
Δ=00° 42' 38"
CH=N 85° 06' 33" W
54.75'

TETER
APN 327-270-50
PM 30-13
DOC 1999-11574



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: 327-270-043
Sellers: Teter
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, James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991, 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 22nd day of July, 2021.

GRANTOR: James E. Teter and Elizabeth Ann Teter, Trustees under The Teter 1991 Revocable Living Trust dated July 22, 1991


James E. Teter, Trustee


Elizabeth Ann Teter, Trustee

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A'

All that certain real property situate in Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed in Book 30, Page 62 of Parcel Maps in the Official Records of El Dorado County more particularly described as follows:


BEGINNING at the Northwest corner of said Parcel; thence along the northerly and easterly lines of said Parcel the following three (3) courses: 1) North 70°32'29" East, 50.77 feet; 2) North 70°21'08" East, 229.84 feet; 3) South 28°56'31" West, 285.96 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 4,450.00 feet; thence leaving said easterly line westerly along said curve through a central angle of 1°40'43" an arc distance of 130.38 feet, said curve being subtended by a chord which bears North 86°05'58" West, 130.38 feet to the westerly line of said Parcel; thence along said westerly line North 1°36'16" East, 147.24 feet to the POINT OF BEGINNING. Containing 36,106 square feet (0.83 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 certain 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.



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



Dated: 10/24/19

EXHIBIT 'B'

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

EL DORADO TRAIL

POINT OF BEGINNING
NORTHWEST CORNER
PARCEL 2, P.M. 30-62

N 70° 32' 29" E
50.77'

N 70° 21' 08" E 229.84'

N 01° 36' 16" E 147.24'

TETER
APN 327-270-43
PARCEL 2 P.M. 30-62

FEE RIGHT-OF-WAY
AREA=36,106 SQ. FT. ±
0.83 ACRES ±

S 28° 56' 31" W 285.96'

R=4450.00'
L=130.38'
Δ=01° 40' 43"
CH=N 86° 05' 58" W
130.38'



Grid North
Scale 1"=50'

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF El Dorado

On July 22nd 2021, before me, Tanna Reynoso
a Notary Public, personally appeared James E. Teter & Elizabeth Ann Teter, Trustees
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tanna Reynoso
Notary Public in and for said County and State



Notary Public Seal