

Seller: Forster  
APN: 069-340-02  
Project # 77109  
Escrow #: 205-10697

### 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 Ardys Beatrice Forster, As Trustee and Noree L. Preble and Darci A. Iseger, As Successor Trustees Under Declaration of Trust for the Forster Family Trust dated September 28, 1989; Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property; Karis Forster Vaughan, A Married Woman as her Sole and Separate Property; Noree Forster Preble, A Married Woman as Her Sole and Separate Property; Nadia Forster Artero, A Married Woman as Her Sole and Separate Property; Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property; and Darci A. Iseger and Douglas A. Vaughan, as Co-Trustees or Their Successors in Trust, Under the Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record, referred to herein as ("Seller"), with reference to the following facts:

#### RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, and a Public Utility Easement as described and depicted in Exhibit C 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.

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C. The Property is currently designated MDR, Medium Density Residential, under the General Plan. Pursuant to the certified appraisal prepared for the County by Bender Rosenthal, Inc., on May 8, 2009, the highest and best use of the Property is single family residential development. Seller raised concern that after the acquisition, that there remains sufficient square footage of property to support a septic system leach field in order to develop a single family residence. At Seller's request, County agreed to pay the costs out of escrow of a civil engineer and certified engineering geologist, David C. Kantz, to examine the project and provide a report on this subject to the parties. That letter report, dated April 13, 2010 and attached herein as Exhibit "D", concluded that the grading of the cut slope and relocation of the public utility easement for the project will result in no net loss of the 27,000 square foot minimum area available for site development including septic leach lines when compared with the criteria upon which the subdivision was originally approved.

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

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**2. JUST COMPENSATION**

The just compensation for the Acquisition Properties is in the amount of \$256.30 for the fee title, and \$8,189.50 for the Public Utility Easement, for a total amount of \$8,445.80 rounded to \$8,470.00 (Eight-Thousand Four-hundred Seventy 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. 205-10691 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 Deed and Public Utility Easement 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 30, 2010, 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
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and

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- E. All costs of executing and delivering the Grant Deed and Public Utility easement, including notary costs up to a maximum of \$40.00 per individual signor, and
- F. All costs for services rendered by David C. Kantz in reference to Exhibit "D". County will hold Seller harmless from any claims for payment from David C. Kantz in connection with those services rendered.

**5. TITLE**

Seller shall by Grant Deed and Public Utility Easement 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.205-10697 dated August 20, 2009, if any; and
- C. Exceptions numbered 1, 2, 3 and 4 paid current, and subject to item 5, 6 and 7 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.

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**6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)**

Seller acknowledges that County will use federal 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. 03-5925R, effective February 14, 2007. 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 Easement Deed being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

**7. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- 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 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 deed.

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**8. 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.

**9. ASSESSMENTS**

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company. 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.

**10. 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 Property is 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.

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**11. 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 adjacent to Green Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. 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.

**12. 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.

**13. REAL ESTATE BROKER**

Neither Seller or County has 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Grant 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,

*MB*

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together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deed and Public Utility Easement.

C. Escrow Holder shall:

- (i) Record the Grant Deed and Public Utility Easement for the Acquisition Properties described and depicted in Exhibit B and C 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.

**15. 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.

**16. BEST EFFORTS**

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

**17. NOTICES**

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



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change of address:

**SELLER:** Ardys Beatrice Forster, As Trustee and Noree L. Preble and Darci A. Iseger, As Successor Trustees Under Declaration of Trust for the Forster Family Trust dated September 28, 1989; Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property; Karis Forster Vaughan, A Married Woman as her Sole and Separate Property; Noree Forster Preble, A Married Woman as Her Sole and Separate Property; Nadia Forster Artero, A Married Woman as Her Sole and Separate Property; Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property; and Darci A. Iseger and Douglas A. Vaughan, as Co-Trustees or Their Successors in Trust, Under the Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record,  
**C/O Darci A. Iseger  
2991 Sabre Court  
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: R/W Program Manager  
2850 Fairlane Court  
Placerville, CA 95667**

**18. BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

**19. GOVERNING LAW**

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.

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**20. HEADINGS**

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

**21. WAIVER**

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**22. ATTORNEY'S FEES**

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

**23. LEASE WARRANTY PROVISION**

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

**24. 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 property:

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater will be removed, cut and placed within the new property line

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for Seller to use as firewood.

- B. County or County's contractor or agent will, within 100 days of completion of the project, provide confirmation to Seller in the form of a copy of the field survey or other written verification that, based upon a field survey, the height of the cut bank on North Shingle Road and the area available for septic system and leach field on the Property is in accordance with the information and exhibits in the letter report from David C. Kantz, Civil Engineer, dated April 13, 2010, a copy of which is attached hereto as Exhibit "D".
- C. County or County's contractor or authorized agent will remove existing fence and replace with new fencing of a like-kind material at approximately five feet past top of cut of slope, where applicable.

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.

**25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES**

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property, (Assessor's Parcel Number 069-340-02) where necessary, to perform the work as described in Section 24 of this Agreement.

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**26. 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.

**27. 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.

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Seller's Initials AF DD  
MA

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Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: Ardys Beatrice Forster  
ARDYS BEATRICE FORSTER, Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE L. PREBLE, Successor Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: Darci A Iseger Trustee  
DARCI A. ISEGER, Successor Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
TAMRA FORSTER KINGSLEY

Karis Forster Vaughan, A Married Woman as her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
KARIS FORSTER VAUGHAN

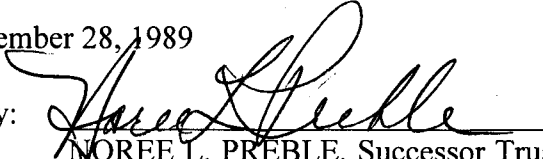
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Date: \_\_\_\_\_ By: \_\_\_\_\_  
ARDYS BEATRICE FORSTER, Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Forster Family Trust dated September 28, 1989

Date: 20 May 2010 By:   
NOREE L. PREBLE, Successor Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Successor Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
TAMRA FORSTER KINGSLEY

Karis Forster Vaughan, A Married Woman as her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
KARIS FORSTER VAUGHAN

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NOREE L. PREBLE, Successor Trustee Under Declaration of  
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Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Successor Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property

Date: 5.24.10 By:   
TAMRA FORSTER KINGSLEY

Karis Forster Vaughan, A Married Woman as her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
KARIS FORSTER VAUGHAN

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Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
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Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE L. PREBLE, Successor Trustee Under Declaration of  
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Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Successor Trustee Under Declaration of  
Trust for the Forster Family Trust dated September 28, 1989

Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
TAMRA FORSTER KINGSLEY

Karis Forster Vaughan, A Married Woman as her Sole and Separate Property

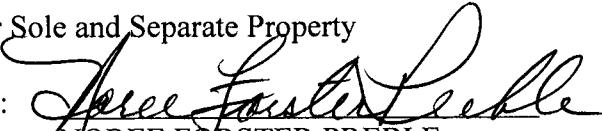
Date: May 21, 2010 By: Karis Forster Vaughan  
KARIS FORSTER VAUGHAN



Seller: Forster  
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Noree Forster Preble, A Married Woman as Her Sole and Separate Property

Date: 20 May 2010

By:   
NOREE FORSTER PREBLE

Nadia Forster Artero, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_

By: \_\_\_\_\_  
NADIA FORSTER ARTERO

Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MARLI BEA FORSTER PATTERSON

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DARCI A. ISEGER, Co-Trustee

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_

By: \_\_\_\_\_  
DOUGLAS A. VAUGHAN, Co-Trustee

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Noree Forster Preble, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE FORSTER PREBLE

Nadia Forster Artero, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: *Nadia Forster Artero*  
NADIA FORSTER ARTERO

Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
MARLI BEA FORSTER PATTERSON

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: *Darci A Iseger Trustee*  
DARCI A. ISEGER, Co-Trustee

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DOUGLAS A. VAUGHAN, Co-Trustee

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Noree Forster Preble, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE FORSTER PREBLE

Nadia Forster Artero, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NADIA FORSTER ARTERO

Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: *Marli Bea Forster Patterson*  
MARLI BEA FORSTER PATTERSON

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Co-Trustee

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DOUGLAS A. VAUGHAN, Co-Trustee

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Seller: Forster  
APN: 069-340-02  
Project # 77109  
Escrow #: 205-10697

Noree Forster Preble, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE FORSTER PREBLE

Nadia Forster Artero, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NADIA FORSTER ARTERO

Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
MARLI BEA FORSTER PATTERSON

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Co-Trustee

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: May 21, 2010 By: Douglas A. Vaughan  
DOUGLAS A. VAUGHAN, Co-Trustee

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Seller: Forster  
APN: 069-340-02  
Project # 77109  
Escrow #: 205-10697

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Norma Santiago, Chair  
Board of Supervisors

ATTEST: SUZANNE ALLEN DE SANCHEZ  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 AS SHOWN ON THE MAP ENTITLED "CAVALRY MEADOWS", FILED IN BOOK H OF MAPS, AT PAGE 56, EL DORADO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 069-340-02-100

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN: 069-340-02

Above section for Recorder's use

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

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Ardys Beatrice Forster, As Trustee and Noree L. Preble and Darci A. Iseger, As Successor Trustees Under Declaration of Trust for the Forster Family Trust dated September 28, 1989; Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property; Karis Forster Vaughan, A Married Woman as her Sole and Separate Property; Noree Forster Preble, A Married Woman as Her Sole and Separate Property; Nadia Forster Artero, A Married Woman as Her Sole and Separate Property; Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property; and Darci A. Iseger and Douglas A. Vaughan, as Co-Trustees or Their Successors in Trust, Under the Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record**, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property, in fee, situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT "A" AND AS DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be

EXHIBIT "B"

otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR: Ardys Beatrice Forster, As Trustee and Noree L. Preble and Darci A. Iseger, As Successor Trustees Under Declaration of Trust for the Forster Family Trust dated September 28, 1989; Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property; Karis Forster Vaughan, A Married Woman as her Sole and Separate Property; Noree Forster Preble, A Married Woman as Her Sole and Separate Property; Nadia Forster Artero, A Married Woman as Her Sole and Separate Property; Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property; and Darci A. Iseger and Douglas A. Vaughan, as Co-Trustees or Their Successors in Trust, Under the Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record**

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
ARDYS BEATRICE FORSTER, Trustee Under  
Declaration of Trust for the Forster Family Trust dated  
September 28, 1989

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE L. PREBLE, Successor Trustee Under Declaration  
of Trust for the Forster Family Trust dated September 28,  
1989



EXHIBIT "B"

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Successor Trustee Under Declaration  
of Trust for the Forster Family Trust dated September 28,  
1989

Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
TAMRA FORSTER KINGSLEY

Karis Forster Vaughan, A Married Woman as her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
KARIS FORSTER VAUGHAN

Noree Forster Preble, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE FORSTER PREBLE

Nadia Forster Artero, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NADIA FORSTER ARTERO

Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
MARLI BEA FORSTER PATTERSON

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Co-Trustee

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DOUGLAS A. VAUGHAN, Co-Trustee

**Notary Acknowledgements Follow**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

All that portion of the southeast quarter of Section 13, and the northwest quarter of Section 24, T.10 N., R.9 E., M.D.M., being a portion of Lot 2, as shown on the map recorded in Book H of Maps, at Page 56, in the office of the County Recorder, unincorporated area of the County of El Dorado, State of California, described as follows:

Beginning at the northeast corner of said lot, a point on the existing westerly right-of-way line of North Shingle Road; thence along said right-of-way line South 15°00'36" East (cite South 14°16'00" East) 217.09 feet to the new westerly right-of-way line of said road; thence along said new right-of-way line the following 2 courses: 1) North 18°28'37" West 30.15 feet; 2) North 16°05'28" West 184.09 feet to the northwesterly boundary of said lot; thence along said boundary North 45°54'16" East (cite North 46°38'52" East) 6.06 feet to the point of beginning, containing 0.016 acres, more or less.

END OF DESCRIPTION.

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.



5-19-08

Drawing Name: C:\Civil 3D Projects\77109 Tennessee Creek\CADD Files\RW\069-340-02-RW.dwg, Layout Tab: Model, Last Saved: Mon, 19 May 2008 - 11:48am, DHaynes

EXHIBIT 'B'



SCALE : 1" = 50'

SABRE CT.

NEW R/W LINE

POINT OF BEGINNING

N45°54'16"E 6.06'

S15°00'36"E 217.09'

N16°05'28"W  
184.09'

FORSTER, et al  
LOT 2  
SUBD. H-56  
APN 069:340:02

N18°28'37"W  
30.15'

EXISTING SLOPE EASEMENT

EXISTING PUBLIC UTILITY  
EASEMENT

EXISTING R/W LINE

NORTH SHINGLE ROAD

EXHIBIT "C"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
APN 069-340-02

Above section for Recorder's use

Mail Tax Statements to above:  
Exempt from Documentary Transfer Tax  
Per Revenue & Taxation Code 11922

**PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Ardys Beatrice Forster, As Trustee and Noree L. Preble and Darci A. Iseger, As Successor Trustees Under Declaration of Trust for the Forster Family Trust dated September 28, 1989; Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property; Karis Forster Vaughan, A Married Woman as her Sole and Separate Property; Noree Forster Preble, A Married Woman as Her Sole and Separate Property; Nadia Forster Artero, A Married Woman as Her Sole and Separate Property; Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property; and Darci A. Iseger and Douglas A. Vaughan, as Co-Trustees or Their Successors in Trust, Under the Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record**, 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 'A' AND DEPICTED IN EXHIBIT 'B' 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.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

**EXHIBIT "C"**

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR: Ardys Beatrice Forster, As Trustee and Noree L. Preble and Darci A. Iseger, As Successor Trustees Under Declaration of Trust for the Forster Family Trust dated September 28, 1989; Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property; Karis Forster Vaughan, A Married Woman as her Sole and Separate Property; Noree Forster Preble, A Married Woman as Her Sole and Separate Property; Nadia Forster Artero, A Married Woman as Her Sole and Separate Property; Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property; and Darci A. Iseger and Douglas A. Vaughan, as Co-Trustees or Their Successors in Trust, Under the Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record**

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_

ARDYS BEATRICE FORSTER, Trustee Under  
Declaration of Trust for the Forster Family Trust dated  
September 28, 1989

**EXHIBIT "C"**

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE L. PREBLE, Successor Trustee Under Declaration  
of Trust for the Forster Family Trust dated September 28,  
1989

Forster Family Trust dated September 28, 1989

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Successor Trustee Under Declaration  
of Trust for the Forster Family Trust dated September 28,  
1989

Tamra Forster Kingsley, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
TAMRA FORSTER KINGSLEY

Karis Forster Vaughan, A Married Woman as her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
KARIS FORSTER VAUGHAN

Noree Forster Preble, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NOREE FORSTER PREBLE

Nadia Forster Artero, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NADIA FORSTER ARTERO

Marli Bea Forster Patterson, A Married Woman as Her Sole and Separate Property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
MARLI BEA FORSTER PATTERSON

**EXHIBIT "C"**

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DARCI A. ISEGER, Co-Trustee

Raymond H. Forster and Ardys B. Forster Irrevocable Living Trust Agreement Number One, For the Benefit of Darci A. Iseger, dated July 7, 2000, as Their Interests Appear Of Record

Date: \_\_\_\_\_ By: \_\_\_\_\_  
DOUGLAS A. VAUGHAN, Co-Trustee

**Notary Acknowledgments Follow**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PUBLIC UTILITY EASEMENT**

All that portion of the southeast quarter of Section 13 and the northwest quarter of Section 24, T.10 N., R.9 E., M.D.M., being a portion of Lot 2, as shown on the map recorded in Book H of Maps, at Page 56, in the office of the County Recorder, unincorporated area of the County of El Dorado, State of California, described as follows:

Commencing at the most northerly corner of said lot; thence along the northwesterly boundary South 45°54'16" West (cite South 46°38'52" West) 54.95 feet; thence leaving said boundary South 44°05'44" East 5.00 feet to the northwesterly line of an existing 5.00 foot wide Public Utility Easement, and the true point of beginning; **thence from said point of beginning** and following said existing Public Utility Easement line the following 3 courses: 1) parallel with said northwesterly boundary North 45°54'16" East 40.73 feet to an angle point, being distant 10.00 feet at right angles to the northeasterly boundary; 2) parallel with said boundary along the northeasterly line of said Public Utility Easement, South 15°00'36" East (cite South 14°16'00" East) 271.07 feet to an angle point, being distant 5.00 feet at right angles to the southeasterly boundary; 3) parallel with said boundary South 66°28'11" West (cite South 67°12'46" West) 13.78 feet to the new northeasterly line of said Public Utility Easement; thence leaving said existing easement line along said new easement line the following 2 courses: 1) North 16°55'03" West 249.17 feet; 2) North 87°36'55" West, 14.32 feet to the point of beginning, containing 4,891 sq. ft. (0.112 acres), more or less.

END OF DESCRIPTION.

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

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999886.

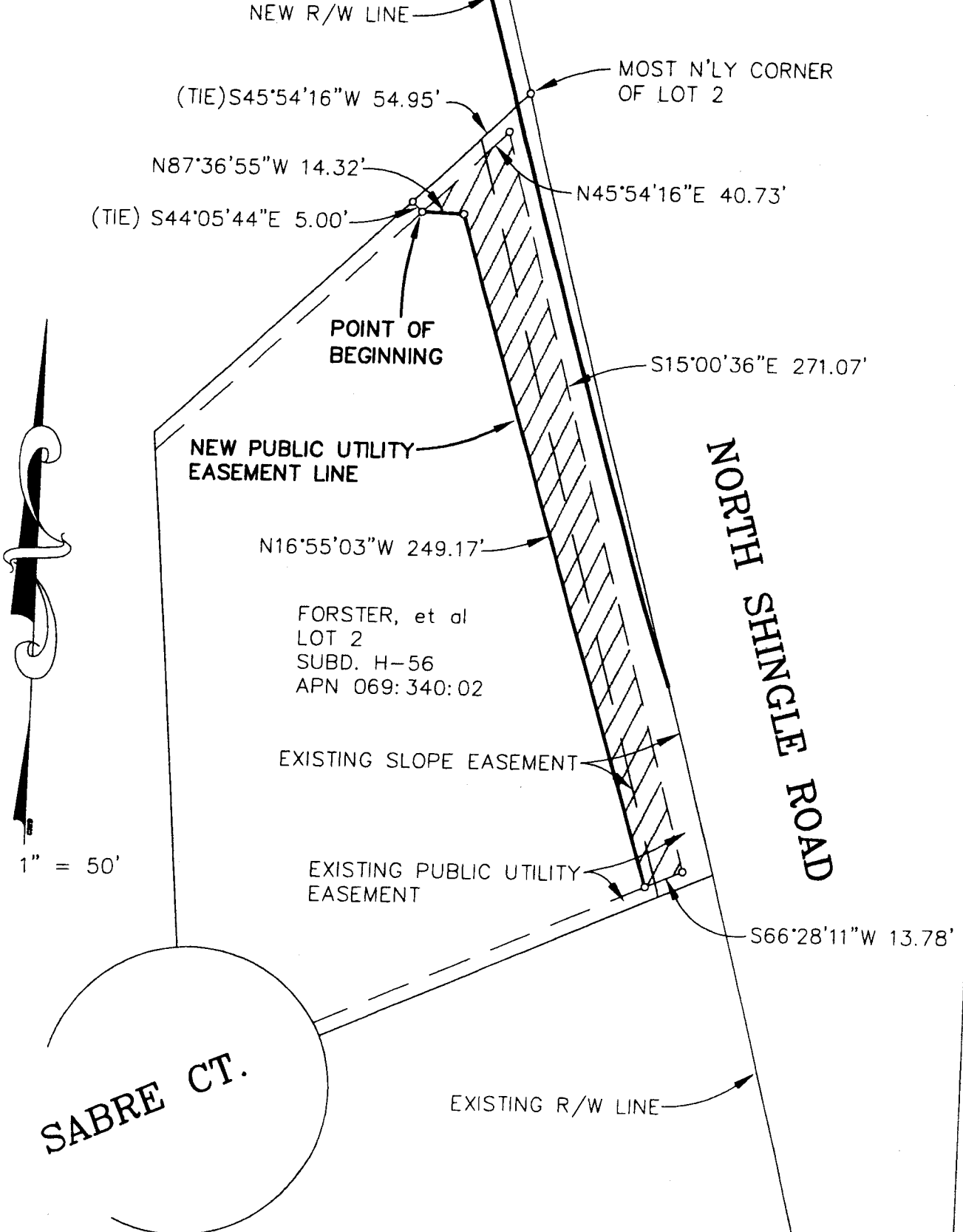


8-24-09



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EXHIBIT 'B'



SCALE : 1" = 50'

**DAVID C. KANTZ**

Certified Engineering Geologist and Civil Engineer

P.O. Box 515

Coloma, CA 95613

(530) 622-7725

Fred Sanford, *Supervising Environmental Health Specialist*  
Environmental Health Division  
El Dorado Development Services Department  
2850 Fairlane Ct., Building "C"  
Placerville, CA 95667

*Subject:* A.P.N. 069:340:02; East boundary of Lot 3, Calvary Meadows, Shingle Springs, CA  
Impact of additional grading at the North Shingle Springs Roadcut

Mr. Sanford:

You are aware of the El Dorado County Dept. of Transportation (DOT) proposal to do the grading referenced in the "subject" line above. During our phone conversation on Monday, April 5, you told me that you had inspected the site with Cathy Toft sometime prior to writing your December 3, 2009 letter. That letter required an on-site review by a properly registered engineer to assure that, after the proposed grading, sufficient space for septic system disposal will remain.

The subject lot is one of eleven (approximately 1 acre) lots created by the 1989 Calvary Meadows Subdivision. The entire subdivision was designed, in part, on my 1988 finding that 5,000 square feet must be available on each of the lots for a future house (observing minimum property line setback requirements) and driveway. For this lot, in particular, I found that, additionally, there must be 22,000 square feet available for septic system leach field. It is my opinion that further on-site testing and analysis is not required unless the proposed grading has reduced the cumulative area available for the house, driveway and septic system leach field to less than 27,000 square feet.

Attached is:

1. a scan of my 7-14-1988, revised 9-26-1988,  
"Fig. 1, Iseger 11 Lot Subdivision @ Grn Valley & N. Shingle"
2. DOT's 4/09/10, "Plan - Lot 3, Calvary Meadows Subdivision" which also includes two Sections in a document stamped and signed by Dustin Harrington, Registered Civil Engineer #C71517. In email correspondence, DOT has assured me that this document is based on work done by a properly licensed California Registered Surveyor. In that 4/09/10 document, along the east boundary of Lot 3 are shown these several features:
  - (P)EP = Proposed edge of pavement (coincides with proposed toe of cut slope)
  - R/W = right of way which coincides with the new eastern lot line
  - Top of Cut (at Station 12+75 it is shown reaching its apex, 7.69' above (P)EP)
  - (N) Septic Setback from proposed 1.5:1 cut.
  - (E) Septic Setback per Bailey & Kantz
  - 5' P.U.E. Setback

Referring to the scan of my 9-26-1988 Site Plan of the Subdivision, Note #2 states "At east boundary of Lot 3, setback from toe of cut slope 4x the height of that slope which varies up to a maximum of 12' high." Indeed, at the tips of the symbolic arrows indicating the width of that setback, its maximum width is shown to be  $4 \times 12' = 48'$ . The limit of that setback is also shown on the 4/09/10 DOT drawing labeled '(E) Septic Setback per Bailey & Kantz.'

EXHIBIT "D"

N. Shingle Roadcut @ Lot 3, (Sabre Ct.)

April 13, 2010

Iseger J-165, Page 2 of 2

Because the current surveying is done at greater detail than it was for the 1988 map, we now know the actual existing height of the cut is approximately 9.5' rather than the 12' shown in my 1988 map. DOT informs me in email correspondence that the roadbed design calls for a 2' thickness of imported baserock and asphalt, which, although that 2' vertical dimension is not shown in either Section, their 4/09/10 document does appear to show. This explains how the effective height of the cut is further reduced from approximately 9.5' to approximately 7.5':

at Section 12+75,  $4 \times 7.69' = 30.76'$  setback.

at Section 13+00,  $4 \times 7.42' = 29.68'$  setback.

At Section 12+75, the proposed grading will move the existing toe of the existing cut slope approximately 8' further west than its present location. At Section 13+00, the proposed grading will move the existing toe of the existing cut slope approximately 10' further west. The (E) Bailey & Kantz setback is, as explained 2 paragraphs above, 48' wide maximum. Comparing the western edge of that existing 48' wide setback to the western edge of the new setback, and taking into account the westward shift of the toe of slope:

at Section 12+75,  $8' + 30.76' = 37.76' < 48'$

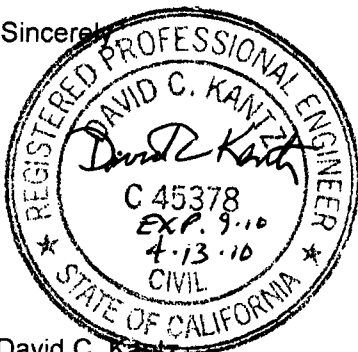
at Section 13+00,  $10' + 29.68' = 39.68' < 48'$

The 4/09/10 document quite clearly illustrates that the (N) Setback per 1.5:1 Slope is located east of the (E) Septic Setback per Bailey & Kantz (4 x estimated height, in 1988, of cut slope). For the purpose of assuring the availability of 27,000 S.F. for development (as explained 4 paragraphs above), what actually controls, is the new 5' public utility easement (P.U.E.) setback which I imposed to account for the precision readily achieved in the process of installing septic leach lines.

Because my estimate of the "hatched" area shown on the 4/09/10 DOT map is 28,700 S.F., I have confidence in the 27,975 S.F. area calculation by DOT. Therefore, it is my opinion that grading of the cut slope and relocation of the public utility easement will result in no net loss of the 27,000 S.F. minimum area available for site development (including septic leach lines) when compared with the criteria upon which the subdivision was originally approved.

I appreciate your consideration of this matter. In your 4/09 email to me regarding this matter, you have indicated your concurrence with my assessment as explained herein. Therefore, I am sending you 5 stamped and wet signed copies of this document upon which you will also place your signature. You will then send 2 copies to my Coloma P.O. box, take 2 copies down the hall to Pete Field, and retain the 4<sup>th</sup> copy for your file. I will then forward one of my copies to the owner, Darci Iseger.

Sincerely,



David C. Kantz  
Registered Civil Engineer #45378  
Certified Engineering Geologist #1111

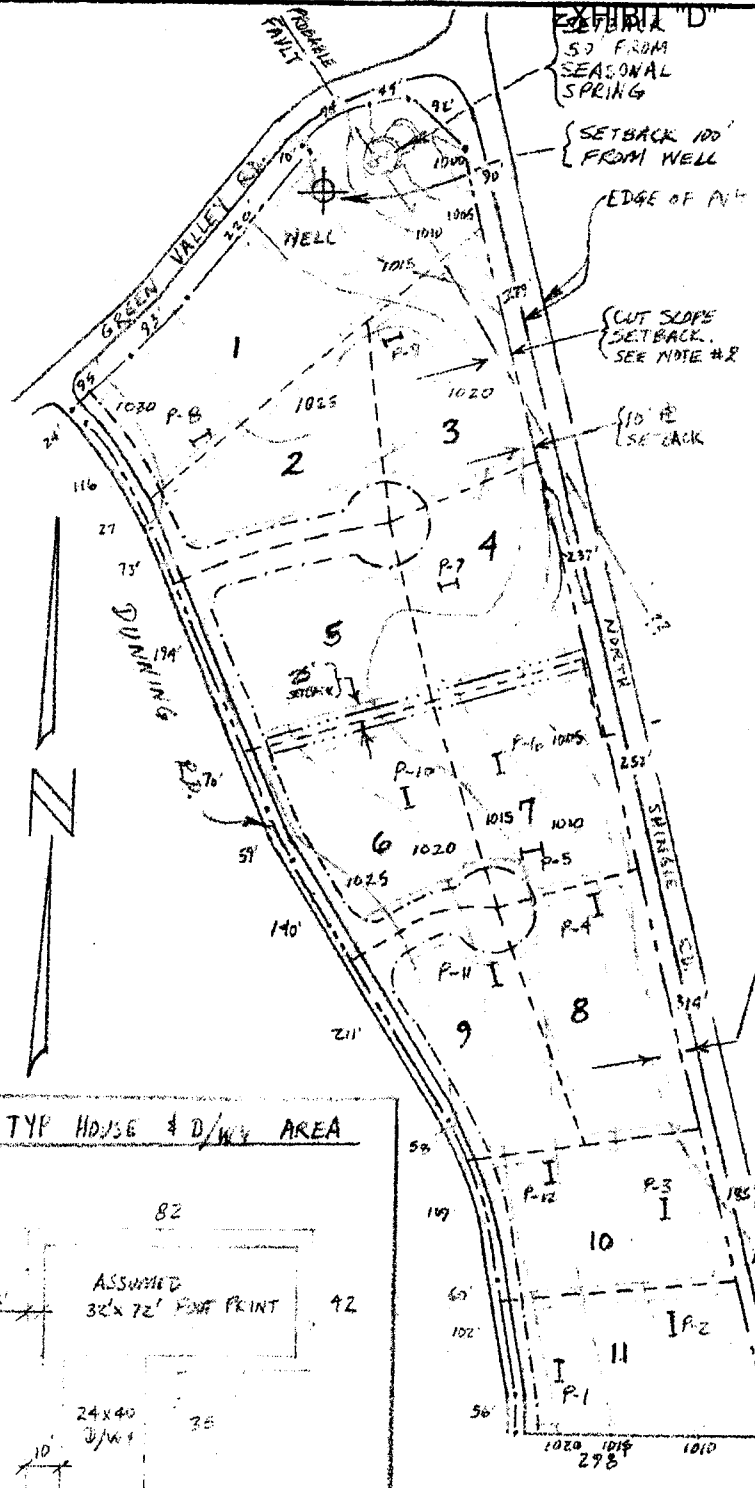
Fred Sanford  
Supervising Environmental Health Specialist  
Environmental Health Division

Attachments:

- Scan of my 7-14-1988, rev. 9-26-1988, "Fig. 1, Iseger 11 Lot Subdivision @ Grn Valley & N. Shingle"
- \*.pdf of DOT's 4/09/10, "Plan - Lot 3, Calvary Meadows Subdivision" which also includes two Sections in a document stamped and signed by Dustin Harrington, RCE #C71517

EXHIBIT "D"  
50' FROM SEASONAL SPRING

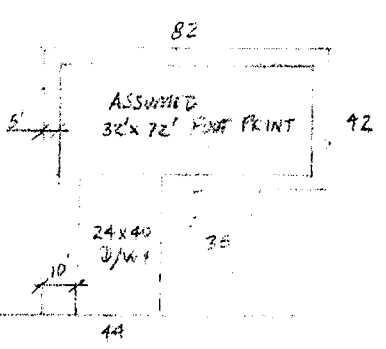
LOT #	MAP AREA OF EACH LOT EXCLUDING ALL SETBACKS		LESS 5000 sq ft	AREA RRD
	sq ft	sq ft / 1000	sq ft / 1000	sq ft / 1000
1	1,01	40.4	35.4	22.0
2	.71	28.4	23.4	22.0
3	.72	28.8	22.9	22.0
4	.74	29.6	24.6	24.0
5	.70	28.0	22.0	22.0
6	.73	29.2	24.2	24.0
7	.83	33.2	28.2	28.0
8	.73	29.0	24.0	24.0
9	.64	25.4	20.4	20.0
10	.81	32.4	27.4	22.0
11	.83	33.2	28.2	22.0



**NOTES:**

- ① A RUNOFF CATCHMENT IS FORMED ALONG THE TOE OF THE EMBANKMENT FOR N. SHINGLE RD. WHICH IS APPROX. ON ON THE E, SETBACK 25' AS PER DISCUSSION W/ RON DUNCAN 7-12-88.
- ② AT EAST BOUNDARY OF LOT 3, SETBACK FROM TOE OF CUT SLOPE 4X THE HEIGHT OF THAT SLOPE WHICH VARIES UP TO A MAX OF 12' HIGH.
- ③ CULVERT DISCHARGING ONTO PROPERTY @ SW CORNER OF LOT 5 IS TO BE CONNECTED BY UNDERGROUND PIPE TO EXISTING RUNOUT CULVERT @ EAST SIDE OF LOT 7. FINISH GRADE IS TO CREATE A CATCHMENT ALONG THE E. OF THIS PIPE & IS TO DIRECT RUNOFF INTO DROP INLETS INTO THIS PIPE @ EACH DOWNSLOPE LOT CORNER & @ THE EXISTING RUNOUT. SETBACK REQUIREMENT IS THE SAME AS UNDER NOTE #1.

**TYP HOUSE & D/W/Y AREA**

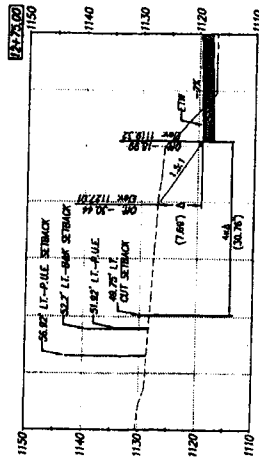


4984 SAY 5000 FT<sup>2</sup>

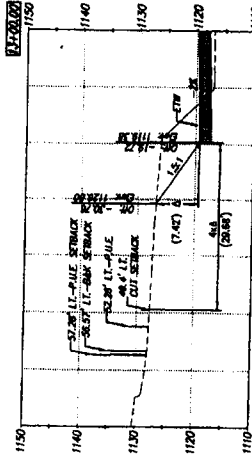
1" = 50'

FIG. 1	<b>Bailey &amp; Kantz</b> GEOLOGICAL - STRUCTURAL & SOLAR ENGINEERING BOX 391 GARDEN VALLEY, CA 95135 (916) 232-1444 (916) 622-7725	
	ISEGER 11 LOT SUBDIVISION @ GRN VALLEY & N. SHINGLE	
DRAWN BY DCK	PROJECT V-105	SCALE 1" = 200'
PAGE 4 OF 4	DATE 7-14-88	REV. 9-26-88

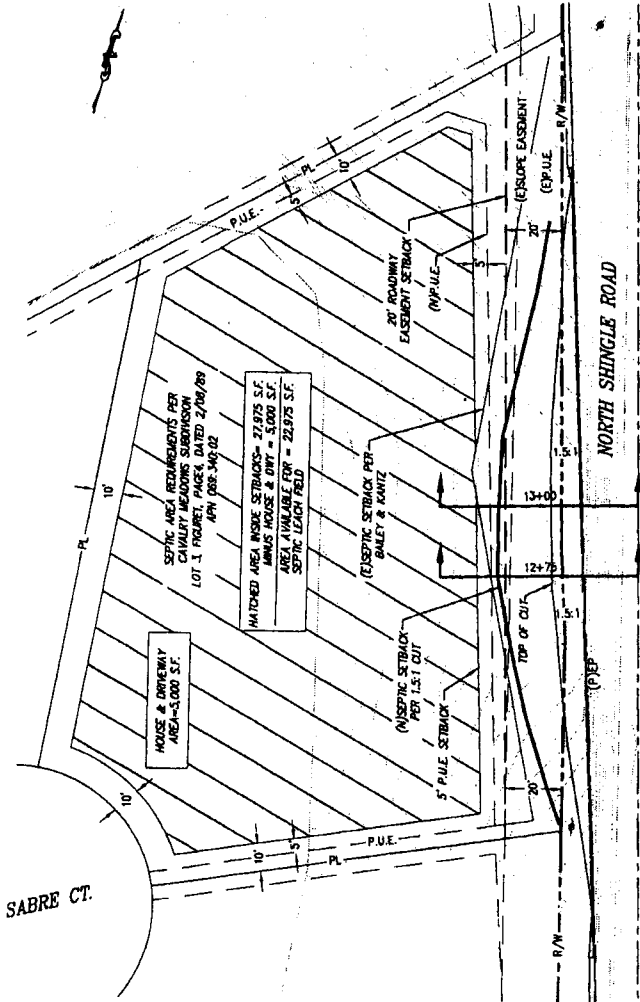
EXHIBIT "D"



STATION 12+75  
SCALE: 1"=10' H.V.



STATION 13+00  
SCALE: 1"=10' H.V.



PLAN - LOT 3, CAVALRY MEADOWS SUBDIVISION  
SCALE: 1"=20'H

3' SHOULDER, 1.5:1 CUT  
SEPTIC SETBACK MEASURED FROM THE TOE OF CUT

APN 099-340-02  
SEPTIC AREA EXHIBIT  
SCALE: 1" = 8'

GREEN VALLEY ROAD AT TENNESSEE  
CREEK BRIDGE RECONSTRUCTION  
PROJECT

EL DORADO COUNTY  
DEPARTMENT OF TRANSPORTATION

SEPTIC AREA EXHIBIT  
EX-1  
SHEET 1 OF 1  
09-30407  
09-27-08

DATE: 6/18/10

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 6/18/10

REGISTERED PROFESSIONAL ENGINEER & SURVEYOR  
No. 071317  
EXPIRES 12/31/11  
STATE OF CALIFORNIA

REVISION