

Seller: Raley's  
APN's: 327-270-048 & -049  
Project #: 72334/36105011  
Escrow #: P-365437

**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 **Raley's a California Corporation**, referred to herein as ("Seller"), with reference to the following facts:

**RECITALS**

- A. Seller owns those certain real properties located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Properties").
- B. Seller desires to sell and County desires to acquire for public purposes, portions of the Properties, in fee by Grant Deeds as described and depicted in Exhibits B & E and the exhibits thereto, Slope and Drainage Easements as described and depicted in Exhibits C & F and the exhibits thereto, and Public Utilities Easements as described and depicted in Exhibits D & G 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:

**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

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the attached Exhibits B, C, D, E, F and G and the exhibits thereto.

**2. JUST COMPENSATION**

The just compensation for the Acquisition Properties to be \$345,200 with an administrative settlement of \$96,811 for a total of \$442,011 (four hundred forty-two thousand eleven and NO/100 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-365437 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 close no later than ninety (90) days after execution of this Agreement, 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

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- 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-365437, August 4, 2020, if any; and
- C. Exceptions 1, 2, and 3 paid current and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 as listed in said preliminary title report.

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.

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

Seller acknowledges that County will use federal/state/local funds for the acquisition of the

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

**7. WARRANTIES**

Seller warrants that:

- A. Seller has no knowledge of any pending litigation involving the Properties.
- B. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Properties.
- C. 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

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to furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.

**9. PRORATION OF TAXES**

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

**10. ASSESSMENTS**

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Properties by any federal, state, or local government agency, Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Properties prior to Close of Escrow.

**11. NO ENVIRONMENTAL VIOLATIONS**

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or

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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 Phase 1B Project CIP No. 72334/36105011, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**13. WAIVER OF AND RELEASE OF CLAIMS**

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

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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 Deed and Easement Deeds for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate/s of Acceptance to be attached to and recorded with the Grant Deed and Easement Deeds.
- C. Escrow Holder shall:
  - (i) Record the Grant Deeds and Easement Deeds for the Acquisition Properties described and depicted in Exhibit B, C, D, E, F and G and the exhibits thereto, together with County's Certificate(s) of Acceptance.
  - (ii) Cause the policy of title insurance to be issued.
  - (iii) Deliver the just compensation to Seller.

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**17. TIME IS OF THE ESSENCE**

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

**18. BEST EFFORTS**

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

**19. NOTICES**

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


**SELLER: Raley's a California Corporation  
Attn: John Welter, Sr. Manager, Real Estate  
500 W. Capitol Ave.  
West Sacramento, CA 95605**

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

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

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**20. BINDING EFFECT**

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

**21. GOVERNING LAW**

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

**22. HEADINGS**

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

**23. WAIVER**

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.

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**25. LEASE WARRANTY PROVISION**

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

**26. CONSTRUCTION CONTRACT WORK**

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

- A. The County will construct three aprons within the curb/gutter/sidewalk to accommodate a future driveway onto the proposed Diamond Springs Parkway and Missouri Flat Road at the approximate location shown as Exhibit H. County cannot construct the future driveway, and the County has previously informed Owners that they will be required to obtain all necessary permits to construct a driveway at that location, including an encroachment permit, and to meet all applicable County requirements that apply at the time of submittal of that permit request.

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. Sellers understand and agree 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.

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**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 Property, (Assessor's Parcel Numbers 327-270-048 and -049) where necessary, to perform the work as described in Section 26 of this Agreement.

**28. ABUTTERS RIGHTS**

Seller reserves to itself the common law abutters rights of access to Missouri Flat Road after the Project is completed, provided that the above equals the full compensation owed to Seller's for the impact of the Project.

**29. 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.

**30. 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.

**31. 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.

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**SELLER: Raley's a California Corporation**

Date: 7/1/2022

By:   
Signature

Ken Mueller  
Print Name

CFO  
Title

**COUNTY OF EL DORADO:**

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

By: \_\_\_\_\_  
Lori Parlin, Chair  
Board of Supervisors

ATTEST: Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Seller 

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

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

**APN: Por. 327-270-048**  
**Seller: Raley's**  
**Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Raley's a California Corporation** ("Grantor,") grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, ("Grantee) 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.**

**ABUTTERS RIGHTS**

Grantor reserves to itself the common law abutters rights of access to Missouri Flat Road after the Diamond Springs Parkway 1B Project (County CIP # 36105011) is completed.

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this   1   day of   July  , 20  22  .

**GRANTOR: Raley's a California Corporation**



Signature



Print Name



Title

**(All signatures must be acknowledged by a Notary Public)**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

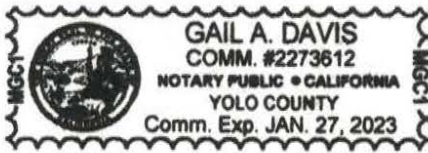
State of California

County of Yolo

On July 1, 2022 before me, Gail A. Davis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ken Mueller  
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Diamond Springs Parkway  
Title or Type of Document: Grant Deed - Abutters Rights

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_


- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

Date: 3/17/2020





## EXHIBIT 'A'

All that certain real property situate in the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 of that certain Parcel Map filed in Book 5 of Parcel Maps, Page 25 in the records of El Dorado County more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel; thence along the easterly line of said Parcel North 1°38'56" East, 101.21 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line North 81°41'00" West, 165.95 feet to the beginning of a curve concave northerly, said curve has a radius of 2,450.00 feet; thence westerly along said curve through a central angle of 3°38'41" an arc distance of 155.85 feet, said curve being subtended by a chord which bears North 79°51'39" West, 155.83 feet; thence South 45°17'43" West, 73.47 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 316.67 feet; thence southerly along said curve through a central angle of 17°57'57" an arc distance of 99.30 feet, said curve being subtended by a chord which bears South 8°09'21" East, 98.89 feet; thence South 17°10'33" East, 87.24 feet to the southerly line of said Parcel; thence along the boundary of said Parcel the following five (5) courses: 1) South 76°12'20" West, 30.49 feet to the beginning of a non-tangent curve concave southwesterly, said curve has a radius of 1,039.85 feet; 2) northwesterly along said curve through a central angle of 11°00'47" an arc distance of 199.87 feet, said curve being subtended by a chord which bears North 34°11'10" West, 199.57 feet; 3) thence North 30°32'21" East, 325.24 feet; 4) thence South 60°52'41" East, 353.64 feet; 5) thence South 1°38'56" West, 84.39 feet to the TRUE POINT OF BEGINNING. Containing 75,017 square feet (1.72 acres), more or less.

-End of Description-

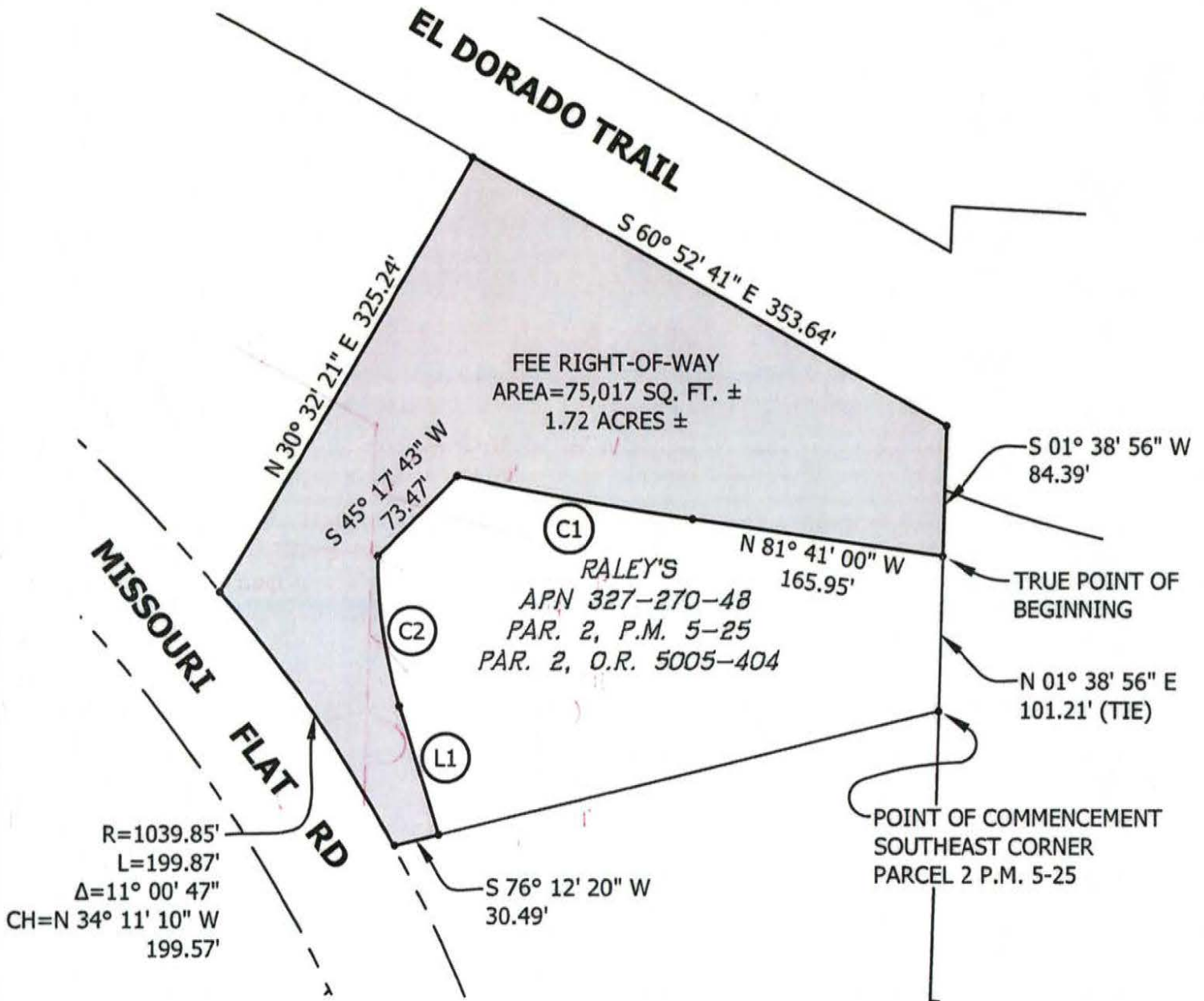
See Exhibit 'B' attached hereto and made a part hereof.

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

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

# EXHIBIT 'B'

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



- (C1) R=2450.00' Δ=03° 38' 41" L=155.85'  
CH=N 79° 51' 39" W 155.83'
- (C2) R=316.67' Δ=17° 57' 57" L=99.30'  
CH=S 08° 09' 21" E 98.89'
- (L1) S 17° 10' 33" E 87.24'



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: 327-270-048**  
**Seller: Raley's**  
**Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Raley's a California Corporation**, ("Grantor" or "Servient Tenement") grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, ("Grantee" or "Dominant Tenement") 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.**

**Character of Easement**

This easement is exclusive and appurtenant to the Dominant Tenement until Grantee notifies Grantor that all construction activities necessary in the easement area described above on APN 327-270-048 for the Diamond Springs Parkway 1B Project (County CIP # 36105011) are finished, at which time this easement becomes non-exclusive and Grantor reserves to itself, as well its successors and assigns, lessees and licensees, the right to access and encroach upon the easement area. However, Grantor acknowledges that any encroachments into the easement area may require an encroachment permit, or other applicable local permits, and that Grantor is aware that Grantor will need to submit an application for all appropriate local permits and meet any applicable standards that exist at that time.

**Term**

The easement granted will be permanent and perpetual.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 1 day of July, 2022.

**GRANTOR: Raley's a California Corporation**

*Ken Mueller*  
Signature

Ken Mueller  
Print Name

CEO  
Title

**(All signatures must be acknowledged by a Notary Public)**



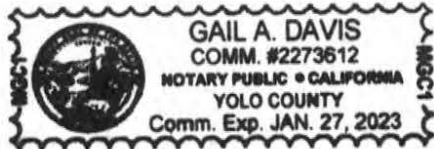
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Yolo }
On July 1, 2022 before me, Gail A. Davis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ken Mueller
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.
Description of Attached Document: Diamond Springs Parkway
Title or Type of Document: Grant of Slope and Drainage Easement
Document Date: Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing:

## EXHIBIT 'A2'

All that certain real property situate in the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 of that certain Parcel Map filed in Book 5 of Parcel Maps, Page 25 in the records of El Dorado County more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel; thence along the easterly line of said Parcel North  $1^{\circ}38'56''$  East, 65.97 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line North  $81^{\circ}41'00''$  West, 170.04 feet to the beginning of a curve concave northerly, said curve has a radius of 2,485.00 feet; thence westerly along said curve through a central angle of  $3^{\circ}44'09''$  an arc distance of 162.03 feet, said curve being subtended by a chord which bears North  $79^{\circ}48'55''$  West, 162.00 feet; thence South  $45^{\circ}17'43''$  West, 29.23 feet; thence South  $1^{\circ}34'01''$  East, 26.85 feet; thence South  $17^{\circ}25'19''$  East, 152.49 feet to the southerly line of said Parcel; thence along said southerly line South  $76^{\circ}12'20''$  West, 27.73 feet; thence leaving said southerly line North  $17^{\circ}10'33''$  West, 87.24 feet to the beginning of a curve concave easterly, said curve has a radius of 316.67 feet; thence northerly along said curve through a central angle of  $17^{\circ}57'57''$  an arc distance of 99.30 feet, said curve being subtended by a chord which bears North  $8^{\circ}09'21''$  West, 98.89 feet; thence North  $45^{\circ}17'43''$  East, 73.47 feet to the beginning of a non-tangent curve concave northerly, said curve has a radius of 2,450.00 feet; thence easterly along said curve through a central angle of  $3^{\circ}38'41''$  an arc distance of 155.85 feet, said curve being subtended by a chord which bears South  $79^{\circ}51'39''$  East, 155.83 feet; thence South  $81^{\circ}41'00''$  East, 165.95 feet to the easterly line of said Parcel; thence along said easterly line South  $1^{\circ}38'56''$  West, 35.24 feet to the TRUE POINT OF BEGINNING. Containing 16,904 square feet (0.39 acres) more or less.

-End of Description-

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

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

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

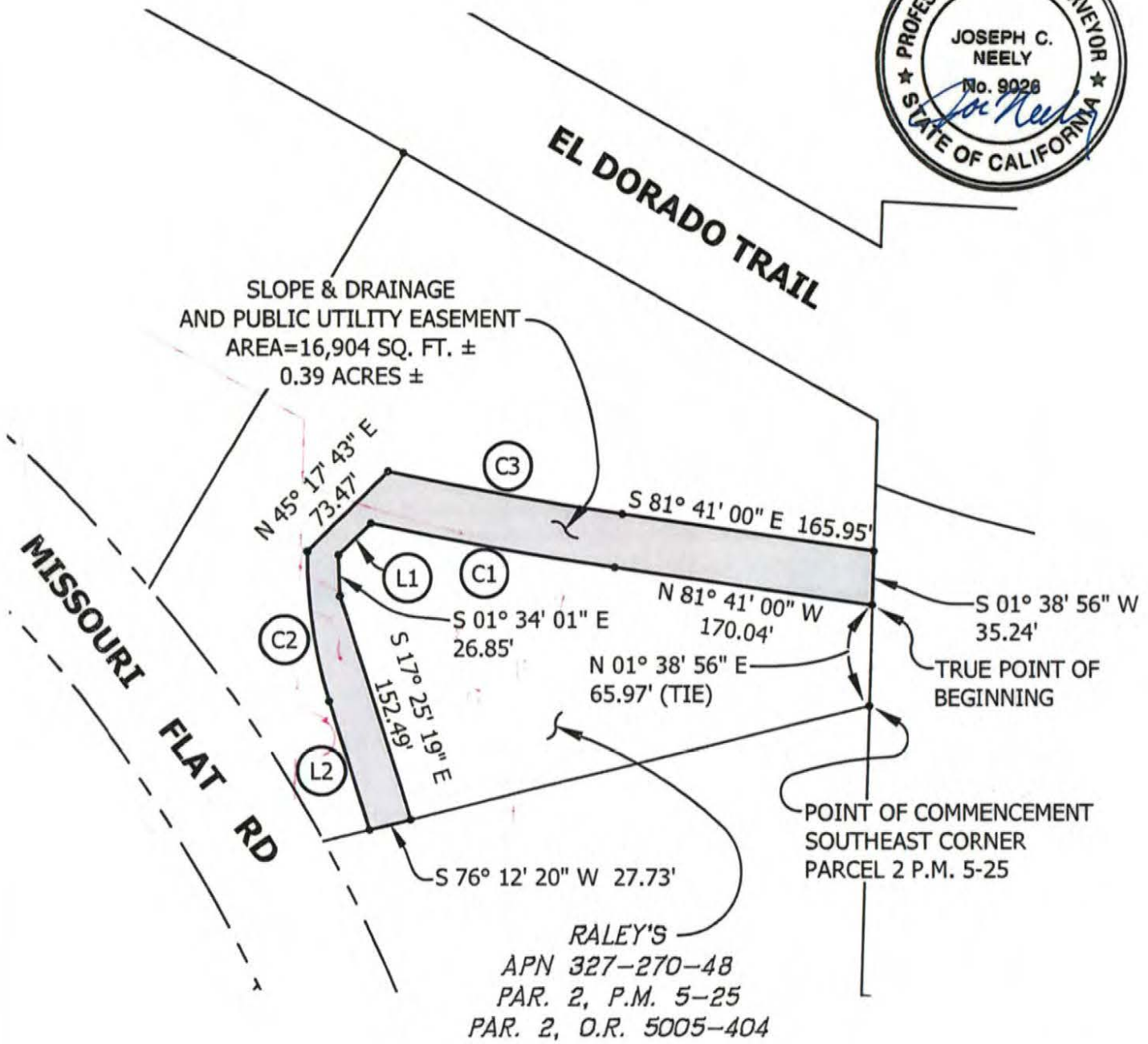
Joe Neely  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation  
Date 3/17/2020





# EXHIBIT 'B2'

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



(C1) R=2485.00' Δ=03° 44' 09" L=162.03'  
CH=N 79° 48' 55" W 162.00'

(C3) R=2450.00 Δ=03° 38' 41" L=155.85'  
CH=S 79° 51' 39" E 155.83'

(L1) S 45° 17' 43" W 29.23'

(L2) N 17° 10' 33" W 87.24'

(C2) R=316.67 Δ=17° 57' 57" L=99.30'  
CH=N 08° 09' 21" W 98.89'



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: 327-270-048**  
**Seller: Raley's**  
**Project #: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Raley's a California Corporation**, 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   1   day of   July  , 20  22  .

**GRANTOR: Raley's a California Corporation**

Ken Mueller  
Signature

Ken Mueller  
Print Name

CFO  
Title

**(A Notary Public Must Acknowledge All Signatures)**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Yolo

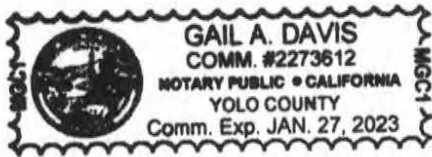
On July 1, 2022 before me, Gail A. Davis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ken Mueller  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Diamond Springs Parkway  
Title or Type of Document: Grant of Public Utility Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



## EXHIBIT 'A2'

All that certain real property situate in the Southeast Quarter of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 of that certain Parcel Map filed in Book 5 of Parcel Maps, Page 25 in the records of El Dorado County more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel; thence along the easterly line of said Parcel North  $1^{\circ}38'56''$  East, 65.97 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line North  $81^{\circ}41'00''$  West, 170.04 feet to the beginning of a curve concave northerly, said curve has a radius of 2,485.00 feet; thence westerly along said curve through a central angle of  $3^{\circ}44'09''$  an arc distance of 162.03 feet, said curve being subtended by a chord which bears North  $79^{\circ}48'55''$  West, 162.00 feet; thence South  $45^{\circ}17'43''$  West, 29.23 feet; thence South  $1^{\circ}34'01''$  East, 26.85 feet; thence South  $17^{\circ}25'19''$  East, 152.49 feet to the southerly line of said Parcel; thence along said southerly line South  $76^{\circ}12'20''$  West, 27.73 feet; thence leaving said southerly line North  $17^{\circ}10'33''$  West, 87.24 feet to the beginning of a curve concave easterly, said curve has a radius of 316.67 feet; thence northerly along said curve through a central angle of  $17^{\circ}57'57''$  an arc distance of 99.30 feet, said curve being subtended by a chord which bears North  $8^{\circ}09'21''$  West, 98.89 feet; thence North  $45^{\circ}17'43''$  East, 73.47 feet to the beginning of a non-tangent curve concave northerly, said curve has a radius of 2,450.00 feet; thence easterly along said curve through a central angle of  $3^{\circ}38'41''$  an arc distance of 155.85 feet, said curve being subtended by a chord which bears South  $79^{\circ}51'39''$  East, 155.83 feet; thence South  $81^{\circ}41'00''$  East, 165.95 feet to the easterly line of said Parcel; thence along said easterly line South  $1^{\circ}38'56''$  West, 35.24 feet to the TRUE POINT OF BEGINNING. Containing 16,904 square feet (0.39 acres) more or less.

-End of Description-

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

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

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

*Joe Neely*

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

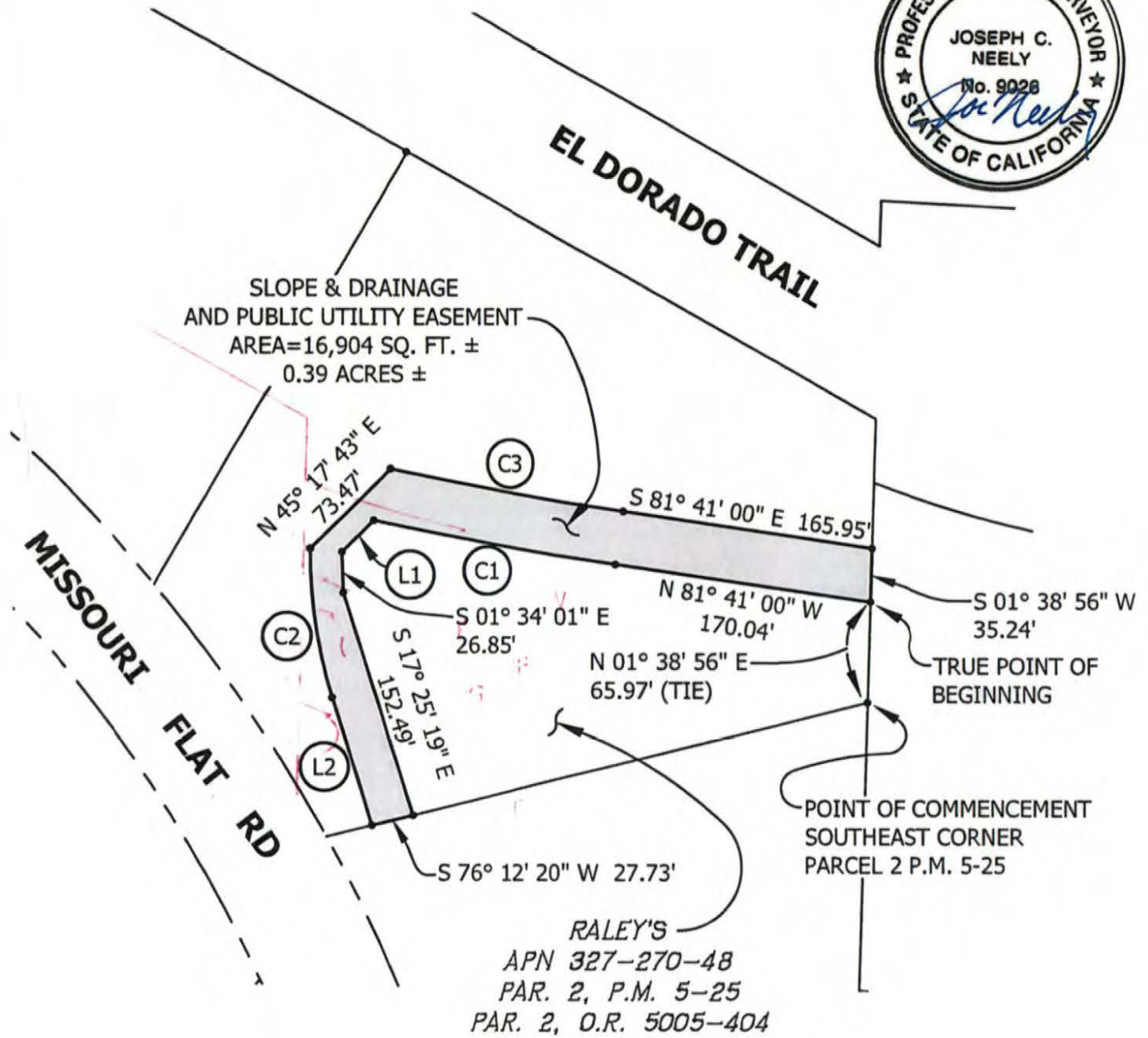
Date 3/17/2020





# EXHIBIT 'B2'

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



RALEY'S  
APN 327-270-48  
PAR. 2, P.M. 5-25  
PAR. 2, O.R. 5005-404

- (C1) R=2485.00' Δ=03° 44' 09" L=162.03'  
CH=N 79° 48' 55" W 162.00'
- (C2) R=316.67 Δ=17° 57' 57" L=99.30'  
CH=N 08° 09' 21" W 98.89'
- (L1) S 45° 17' 43" W 29.23'
- (L2) N 17° 10' 33" W 87.24'
- (C3) R=2450.00 Δ=03° 38' 41" L=155.85'  
CH=S 79° 51' 39" E 155.83'



Grid North  
Scale 1"=100'

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

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

**APN: Por. 327-270-049**  
**Seller: Raley's**  
**Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Raley's a California Corporation** ("Grantor,") grants to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, ("Grantee") 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.**

**ABUTTERS RIGHTS**

Grantor reserves to itself the common law abutters rights of access to Missouri Flat Road after the Diamond Springs Parkway 1B Project (County CIP # 36105011) is completed.

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this  1  day of  July , 20  22 .

**GRANTOR: Raley's a California Corporation**

  
\_\_\_\_\_  
Signature

Ken Mueller   
\_\_\_\_\_  
Print Name

CFO   
\_\_\_\_\_  
Title

**(All signatures must be acknowledged by a Notary Public)**

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

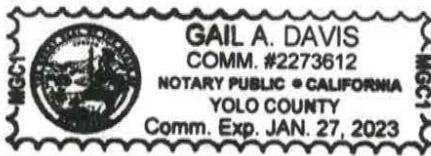
State of California

County of Yolo

On July 1, 2022 before me, Gail A. Davis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ken Mueller  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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.

Signature [Handwritten Signature]  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed - Diamond Springs Parkway

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**EXHIBIT 'A'**

All that certain real property situate in the South Half of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 as described in that certain document filed in Book 5005, Page 404 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 line of said Parcel North 76°12'20" East, 30.49 feet; thence leaving said northerly line South 17°25'19" East, 83.84 feet; thence South 6°06'44" East, 61.17 feet to the westerly line of said Parcel and the beginning of a non-tangent curve concave southwesterly, said curve has a radius of 1039.85 feet; thence northwesterly along said curve through a central angle of 8°06'06" an arc distance of 147.04 feet, said curve being subtended by a chord which bears North 24°37'44" West, 146.91 feet to the POINT OF BEGINNING. Containing 2,448 square feet (0.06 acres) more or less.

-End of Description-

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

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

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

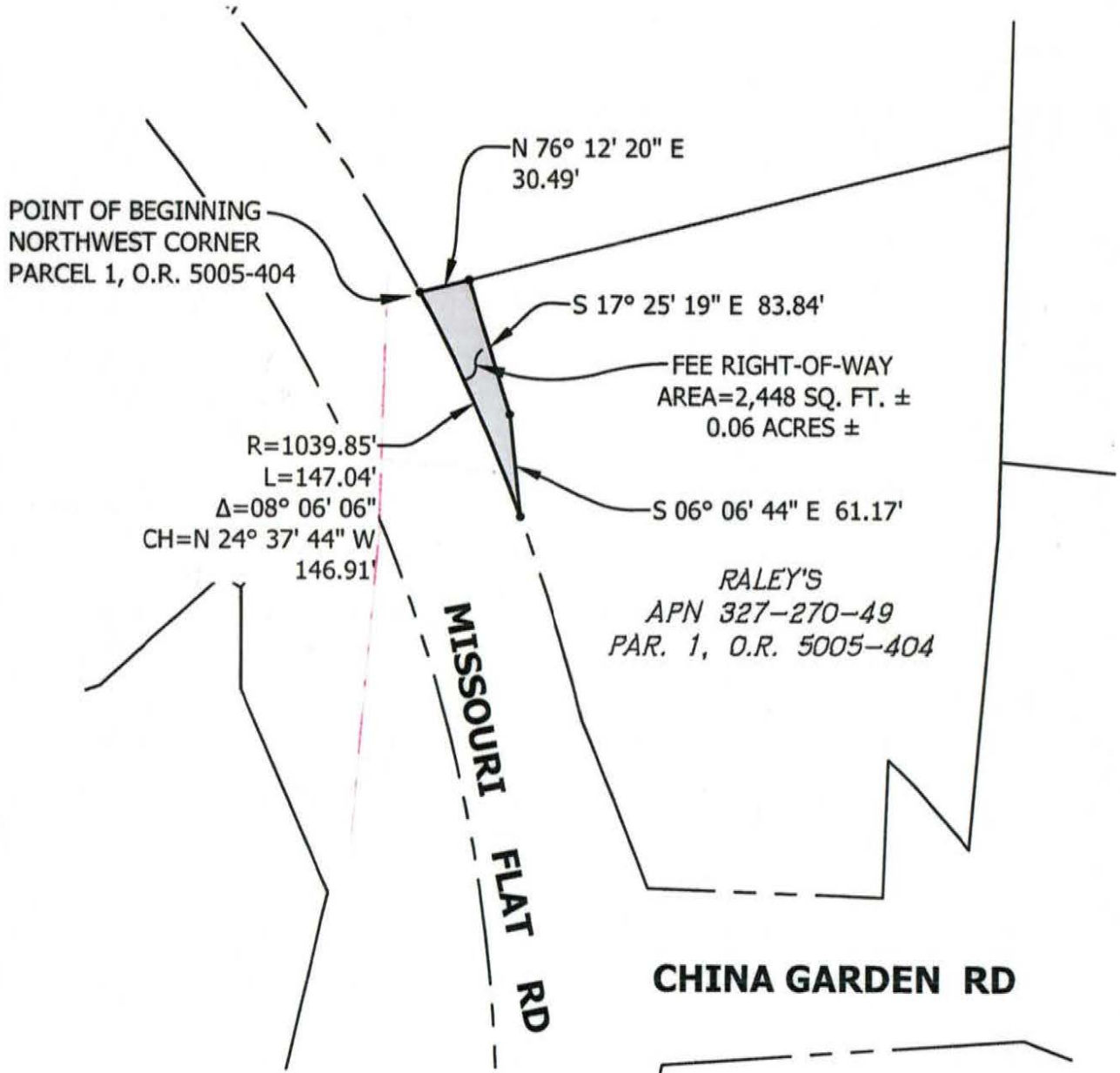
  
\_\_\_\_\_  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated 10/25/19



# EXHIBIT 'B'

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



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: 327-270-049**

**Seller: Raley's**

**Project: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF SLOPE AND DRAINAGE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Raley's a California Corporation**, ("Grantor," or "Servient Tenement") grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, ("Grantee or "Dominant Tenement") 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.**

**Character of Easement**

This easement is exclusive and appurtenant to the Dominant Tenement until Grantee notifies Grantor that all construction activities necessary in the easement area described above on APN 327-270-049 for the Diamond Springs Parkway 1B Project (County CIP # 36105011) are finished, at which time this easement becomes non-exclusive and Grantor reserves to itself, as well its successors and assigns, lessees and licensees, the right to access and encroach upon the easement area. However, Grantor acknowledges that any encroachments into the easement area may require an encroachment permit, or other applicable local permits, and that Grantor is aware that Grantor will need to submit an application for all appropriate local permits and meet any applicable standards that exist at that time.

**Term**

The easement granted will be permanent and perpetual.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 1 day of July, 2022.

**GRANTOR: Raley's a California Corporation**

*Ken Mueller*

Signature

Ken Mueller

Print Name

CFO

Title

**(All signatures must be acknowledged by a Notary Public)**



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

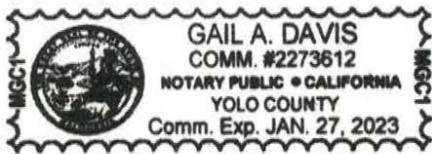
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Yolo }
On July 1, 2022 before me, Gail A. Davis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ken Mueller
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Diamond Springs Parkway
Title or Type of Document: Grant of Slope and Drainage Easement
Document Date: Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name: Signer's Name:
[Checkboxes for Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact, Guardian or Conservator]
Signer is Representing:



## EXHIBIT 'A2'

All that certain real property situate in the South Half of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 as described in that certain document filed in Book 5005, Page 404 in the official records of El Dorado County more particularly described as follows:


COMMENCING at the Northwest corner of said Parcel; thence along the northerly line of said Parcel North  $76^{\circ}12'20''$  East, 30.49 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line North  $76^{\circ}12'20''$  East, 27.73 feet; thence leaving said northerly line South  $17^{\circ}25'19''$  East, 126.62 feet; thence South  $6^{\circ}46'41''$  West, 93.09 feet to the westerly line of said Parcel and the beginning of a non-tangent curve concave westerly, said curve has a radius of 1,039.85 feet; thence northerly along said curve through a central angle of  $3^{\circ}49'45''$  an arc distance of 69.49 feet, said curve being subtended by a chord which bears North  $18^{\circ}39'49''$  West, 69.48 feet; thence leaving said westerly line North  $6^{\circ}06'44''$  West, 61.17 feet; thence North  $17^{\circ}25'19''$  West, 83.84 feet to the TRUE POINT OF BEGINNING. Containing 5,371 square feet (0.12 acres) more or less.

-End of Description-

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

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

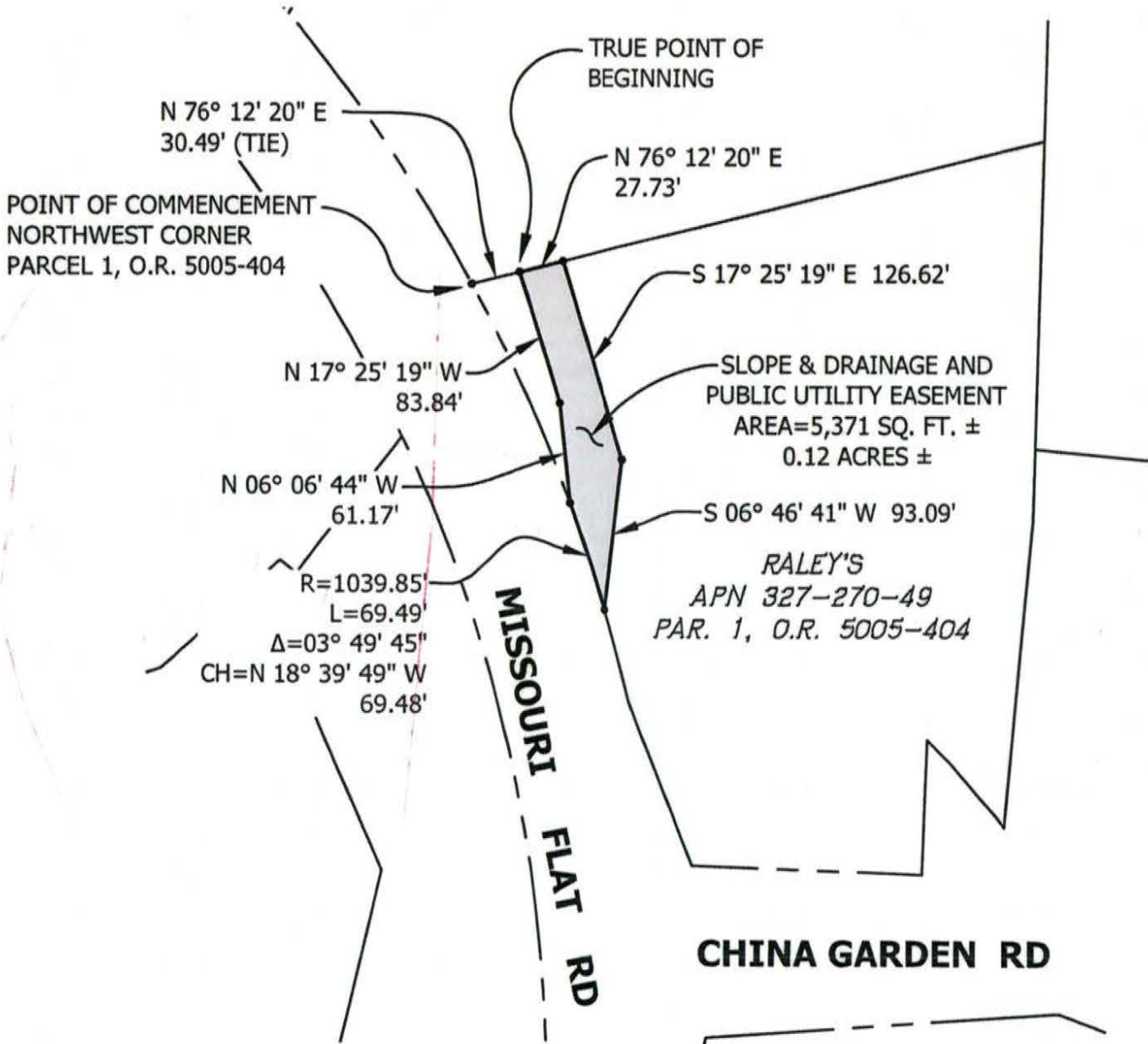
  
\_\_\_\_\_  
Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Department of Transportation

Dated 10/25/19 \_\_\_\_\_



# EXHIBIT 'B2'

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



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: 327-270-049**  
**Seller: Raley's**  
**Project #: 72334**

Mail Tax Statements to above.  
Exempt from Documentary Tax Transfer  
Per Revenue and Taxation Code 27383

Above section for Recorder's use

**GRANT OF PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Raley's a California Corporation**, 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 1 day of July, 20 22.

**GRANTOR: Raley's a California Corporation**

  
Signature

Ken Mueller  
Print Name

CFO  
Title

**(A Notary Public Must Acknowledge All Signatures)**



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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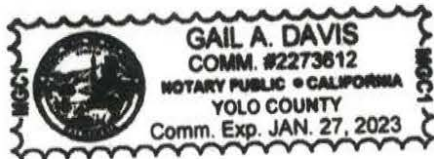
State of California

County of Yolo

On July 1, 2022 before me, Gail A. Davis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ken Mueller  
Name(s) of Signer(s)

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.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Diamond Springs Parkway  
Title or Type of Document: Grant of Public Utility Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**EXHIBIT 'A2'**

All that certain real property situate in the South Half of Section 24, Township 10 North, Range 10 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 1 as described in that certain document filed in Book 5005, Page 404 in the official records of El Dorado County more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel; thence along the northerly line of said Parcel North 76°12'20" East, 30.49 feet to the TRUE POINT OF BEGINNING; thence continuing along said northerly line North 76°12'20" East, 27.73 feet; thence leaving said northerly line South 17°25'19" East, 126.62 feet; thence South 6°46'41" West, 93.09 feet to the westerly line of said Parcel and the beginning of a non-tangent curve concave westerly, said curve has a radius of 1,039.85 feet; thence northerly along said curve through a central angle of 3°49'45" an arc distance of 69.49 feet, said curve being subtended by a chord which bears North 18°39'49" West, 69.48 feet; thence leaving said westerly line North 6°06'44" West, 61.17 feet; thence North 17°25'19" West, 83.84 feet to the TRUE POINT OF BEGINNING. Containing 5,371 square feet (0.12 acres) more or less.

-End of Description-

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

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

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

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

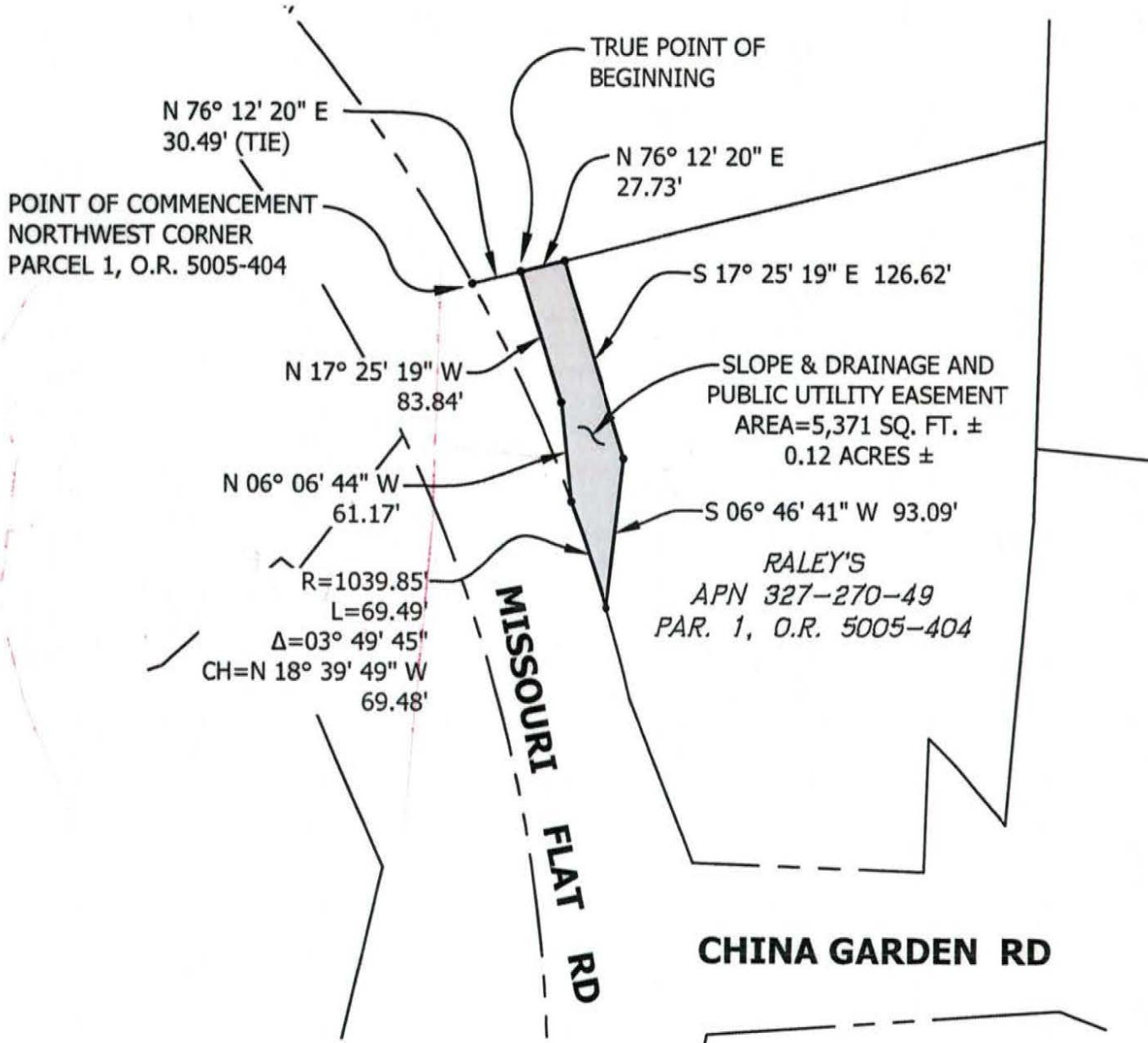
Dated 10/25/19





# EXHIBIT 'B2'

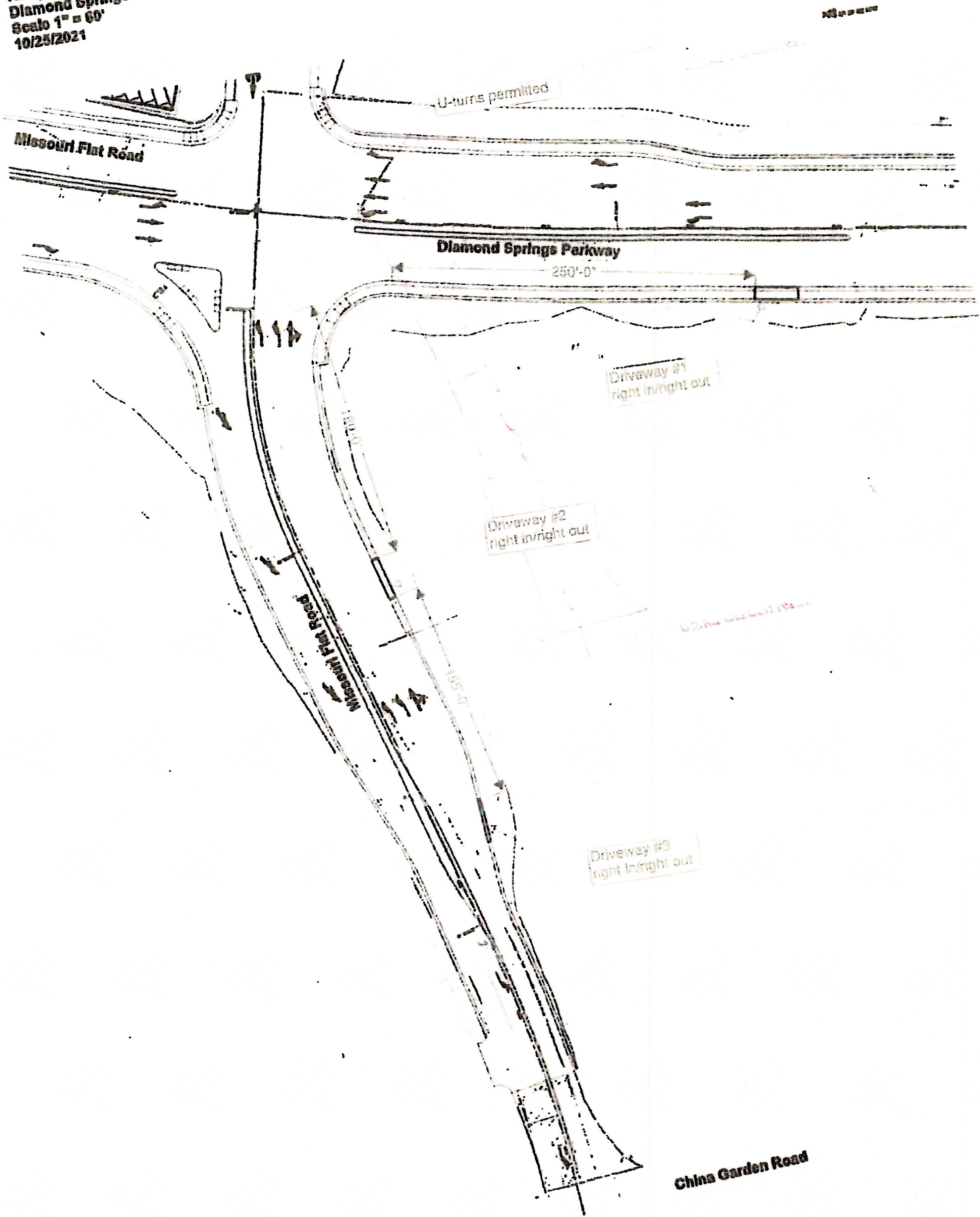
Situate in Section 24, T. 10 N., R. 10 E., M.D.M.  
County of El Dorado, State of California



Grid North  
Scale 1"=100'

Exhibit H

Raley's Exhibit for Proposed Driveway Locations  
Diamond Springs Parkway Project Acquisitions  
Scale 1" = 60'  
10/25/2021



*K. Mueller*  
K