& WINSTEAD APN: 054-342-36

Project #: 72375 Escrow #: 205-14715

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 RANDY GREEN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; GINGER LICH, A MARRIED WOMAN AS TO AN UNDIVIDED 1/6 INTEREST AND NEIL WINSTEAD, AS SUCCESSOR TRUSTEE OF THE GLORIA L. WINSTEAD REVOCABLE TRUST, 5/27/1999, AS TO AN UNDIVIDED 2/3 INTEREST, referred to herein as ("Sellers"), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in an unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Sellers desire 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, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Property", 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:

& WINSTEAD APN: 054-342-36

Project #: 72375 Escrow #: 205-14715

AGREEMENT

1. ACQUISITION

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors,

hereby agrees to acquire from Sellers, the Acquisition Property, as described and depicted in

the attached Exhibit B and the exhibits thereto.

2. JUST COMPENSATION

The just compensation for the Acquisition Property is in the amount of \$2,431.00 for the fee

title, rounded to a total of \$2,450.00 (Two Thousand Four Hundred Fifty Dollars, exactly)

which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No.

205-14715 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 from Sellers to County for the Acquisition

Property. Sellers and County agree to deposit in escrow all instruments, documents, and

writings identified or reasonably required to close escrow. The escrow must be closed no

later than August 31, 2015, unless the closing date is extended by mutual agreement of the

parties pursuant to the terms of this Agreement.

Sellers DG GRL NAW

& WINSTEAD APN: 054-342-36

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4. ESCROW AND OTHER FEES

County shall pay:

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

5. TITLE

Sellers shall by Grant Deed 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.205-14715, dated November 25,2014, if any; and
- C. Exceptions 1, 2 and 3 paid current, and subject to items 4, 5, 6 and 7 of said preliminary report.
- D. Exception 8 to be cleared by evidence of inter-spousal grant deed, quit claim deed or by other required means, if and as necessary, to relinquish the interest of a seller's

& WINSTEAD

APN: 054-342-36 Project #: 72375

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spouse in the subject parcel.

Sellers agree 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

Property 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 Sellers,

subject only to those exceptions set forth hereinabove.

6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge that County will use federal/state/local funds for the acquisition of the

land rights for this Project. County has entered into a Master Agreement, Administering

Agency - State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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 Grant Deed and Easements being conveyed

by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and

incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

A. Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances,

Sellers <u>R56 GRL</u> NAW

& WINSTEAD

APN: 054-342-36 Project #: 72375

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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. Sellers have no knowledge of any pending litigation involving the Property.

C. Sellers have 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 deeds.

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. Sellers authorize 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 Sellers shall be responsible for the payment of any assessments, bonds,

Sellers NG GRL NAW

& WINSTEAD

APN: 054-342-36

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charges, or liens imposed upon the Property by any federal, state, or local government

agency, Sellers agree to indemnify and hold County harmless from any claim arising there

from. Sellers authorize 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

Sellers represent that, to the best of Sellers' knowledge, Sellers know 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.

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 Property 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 DIAMOND SPRINGS PARKWAY -

PHASE1A - SR49 REALIGNMENT PROJECT, CIP NO. 72375, inclusive of the right to

remove and dispose of any existing improvements, shall commence upon the last date of

execution of this Agreement by Sellers and County. The amount of the just compensation

Sellers RTG GRL WAW

& WINSTEAD

APN: 054-342-36 Project #: 72375

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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. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Sellers may have relating

to the public project for which the Acquisition Property is conveyed and purchased, and

Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the

date of this Agreement.

13. 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.

14. REAL ESTATE BROKER

Sellers have not employed a broker or sales agent in connection with the sale of the

Acquisition Property, and Sellers shall indemnify, defend and hold the County free and

harmless from any action or claim arising out of a claimed agreement by Sellers to pay any

commission or other compensation to any broker or sales agent in connection with this

transaction.

15. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Sellers shall execute and deliver to Escrow Holder the Grant Deeds for the Acquisition

Property 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

Sellers RGG GRL NAW

& WINSTEAD APN: 054-342-36

Project #: 72375

Escrow #: 205-14715

disbursement at Close of Escrow, funds in an amount equal to those shown in Section

2, together with County's Certificates of Acceptance to be attached to and recorded

with the Grant Deed.

C. Escrow Holder shall:

(i) Record the Grant Deed for the Acquisition Property described and depicted

in Exhibit B, and the exhibits thereto, together with County's Certificate of

Acceptance.

(ii) Cause the policy of title insurance to be issued.

(iii) Deliver the just compensation to Sellers.

16. 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 Sellers.

17. BEST EFFORTS

County and Sellers 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 Sellers 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.

18. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing

Sellers RJG GRL NAW

& WINSTEAD APN: 054-342-36 Project #: 72375 Escrow #: 205-14715

and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers 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:

SELLERS: Randy Green, A Married Man, as to an Undivided 1/6 interest

Ginger Lich, A Married Woman, as to an Undivided 1/6 interest

Neil Winstead, as Successor Trustee of the Gloria L. Winstead Revocable Trust, 5/27/1999

432 Crittenden Street Red Bluff, CA 96080

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

CDA, Transportation Division

Attn: R/W Unit 2850 Fairlane Court Placerville, CA 95667

19. 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.

20. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and

& WINSTEAD APN: 054-342-36

Project #: 72375

Escrow #: 205-14715

construed in accordance with the laws of the State of California.

21. 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.

22. 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.

23. 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.

24. **LEASE WARRANTY PROVISION**

Sellers warrant that there are no oral or written leases on all or any portion of the property

exceeding a period of one month.

25. CONSTRUCTION CONTRACT WORK

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

the following construction work on the Sellers' remaining property:

A. County or County's contractor or authorized agent will remove any trees,

shrubs, natural brush and or landscape improvements in conflict with the

Sellers RGG GRL NAW

& WINSTEAD APN: 054-342-36

Project #: 72375

Escrow #: 205-14715

proposed road improvements to be constructed within the new right of way

limits.

B. County or County's contract or authorized agent will remove approximately

100 linear feet of existing wire fencing and replace with new wire fencing of

like-kind material at approximately 6 inches inside the new property line,

where applicable. During construction, where applicable and as necessary,

temporary fencing will be provided.

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 Sellers' sole property and Sellers will be responsible for their

maintenance and repair.

26. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to

enter Sellers' Property, (Assessor's Parcel Number 054-342-36) where necessary, to perform

the work as described in Section 25 of this Agreement.

27. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after

Sellers NG GRL NAW

& WINSTEAD APN: 054-342-36 Project #: 72375 Escrow #: 205-14715

due notice and in accordance with the provisions of applicable law.

28. 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.

29. 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.

SELLERS: Randy Green, A Married Man, as to an Undivided 1/6 interest Ginger Lich, A Married Woman, as to an Undivided 1/6 interest Neil Winstead, as Successor Trustee of the Gloria L. Winstead Revocable Trust, 5/27/1999

Date: 5-4-15

By: Randy Green

By: Ginger Lich

Date: 5-22-15

By: Neil Winstead, Successor Trustee'

Harts

Sellers RSG GRL NAW

& WINSTEAD APN: 054-342-36 Project #: 72375 Escrow #: 205-14715

COUNTY OF EL DORADO:

Date: 7-14-15

By:

Briank. Veerkamp

,Chair

Board of Supervisors

ATTEST: James S. Mutrisin Clerk of the Board of Supervisors

Deputy Clerk

Order No. 205-14715 UPDATE Version 5

EXHIBIT "A" LEGAL DESCRIPTION

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

ALL THAT PORTION OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON SEPTEBMER 5, 2008 IN BOOK 50 OF PARCEL MAPS AT PAGE 39, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED APRIL 15, 2009 IN SERIES NO. 2009-17058 OFFICIAL RECORDS.

A.P.N. 054-342-36-100

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of El Dorado Board of Supervisors 330 Fair Lane Placerville, CA 95667

APN 054-342-36 Gren; Lich; and Winstead #72375 DSP1A – SR49 Realignment

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANDY GREEN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; GINGER LICH, A MARRIED WOMAN AS TO AN UNDIVIDED 1/6 INTEREST AND NEIL WINSTEAD, AS SUCCESSOR TRUSTEE OF THE GLORIA L. WINSTEAD REVOCABLE TRUST, 5/27/1999, hereinafter referred to as "Grantors", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

IN WITNESS WH	IEREOF, Grantors have herein sub , 20	oscribed their names on this	day
GRANTORS:	INTEREST; GINGER LICH, A I UNDIVIDED 1/6 INTEREST AN	IARRIED MAN AS TO AN UNDIVIDED 1/6 LICH, A MARRIED WOMAN AS TO AN REST AND NEIL WINSTEAD, AS TEE OF THE GLORIA L. WINSTEAD 1, 5/27/1999	
Randy Green			
Ginger Lich			
Neil Winstead, St	uccessor Trustee		

(All signatures must be acknowledged by a Notary Public)

EXHIBIT 'A' (36362-1)

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 50, Page 39 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel; thence along the easterly line of said Parcel, being a curve concave southeasterly having a radius of 602.03 feet, through a central angle of 9° 22′ 03″ an arc distance of 98.43 feet, said curve being subtended by a chord which bears South 39° 47′ 47″ West 98.32 feet; thence leaving said easterly line North 24° 18′ 22″ East 71.35 feet; thence North 55° 53′ 07″ East 25.76 feet to the northerly line of said Parcel; thence along said northerly line South 72° 10′ 35″ East 12.85 feet to the POINT OF BEGINNING. Containing 935 square feet (0.02 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

Community Development Agency

Transportation Division

Dated: 2/10/2015

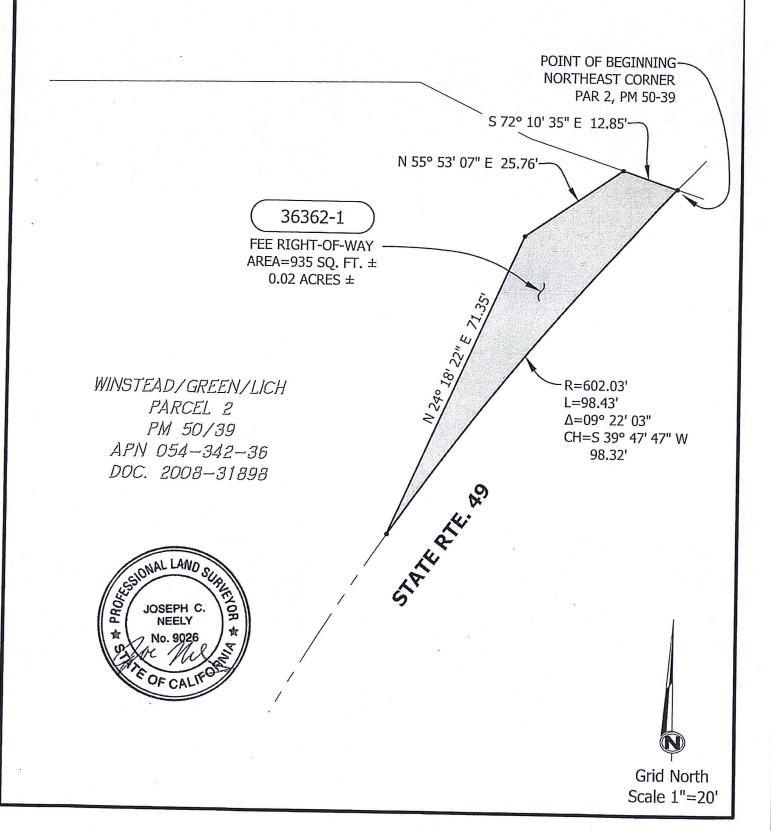
JOSEPH C.
NEELY
No. 9026

OF CALIFORNIA

EXHIBIT 'B'

EXHIBIT B

Situate in Section 30, T. 10 N., R. 11 E., M.D.M.
Townsite of Diamond Springs
County of El Dorado, State of California



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of El Dorado Board of Supervisors 330 Fair Lane Placerville, CA 95667

APN 054-342-36

Gren; Lich; and Winstead

#72375 DSP1A - SR49 Realignment

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

Above section for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANDY GREEN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; GINGER LICH, A MARRIED WOMAN AS TO AN UNDIVIDED 1/6 INTEREST AND NEIL WINSTEAD, AS SUCCESSOR TRUSTEE OF THE GLORIA L. WINSTEAD REVOCABLE TRUST, 5/27/1999, hereinafter referred to as "Grantors", grants to the COUNTY OF EL DORADO, a political subdivision of the State of California, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, 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

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 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 WHE	EREOF, Grantors have herein subscribed their names on this d , 20/≤.	ay
GRANTORS:	RANDY GREEN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; GINGER LICH, A MARRIED WOMAN AS TO AN UNDIVIDED 1/6 INTEREST AND NEIL WINSTEAD, AS SUCCESSOR TRUSTEE OF THE GLORIA L. WINSTEAD REVOCABLE TRUST, 5/27/1999	
Randy Green	Randy & Green	
•	ngn R Lich	
Reil Winstead, Suc	stead, successor toustee	

(All signatures must be acknowledged by a Notary Public)

State of TOAtto County of Kochenau	State of LiAtto Country of Kerlenau
Subscribed and sworn before me on 6-1-3015	Subscribed and sworn before me on:
(Notary Signatura)	(Notary Signatura)
O.T. A. MOA	ORI A. MODE
	1 A A 2 3
J. CELIC . A	

EXHIBIT 'A' (36362-1)

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being a portion of Parcel 2 of that particular Parcel Map filed in Book 50, Page 39 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel; thence along the easterly line of said Parcel, being a curve concave southeasterly having a radius of 602.03 feet, through a central angle of 9° 22′ 03″ an arc distance of 98.43 feet, said curve being subtended by a chord which bears South 39° 47′ 47″ West 98.32 feet; thence leaving said easterly line North 24° 18′ 22″ East 71.35 feet; thence North 55° 53′ 07″ East 25.76 feet to the northerly line of said Parcel; thence along said northerly line South 72° 10′ 35″ East 12.85 feet to the POINT OF BEGINNING. Containing 935 square feet (0.02 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

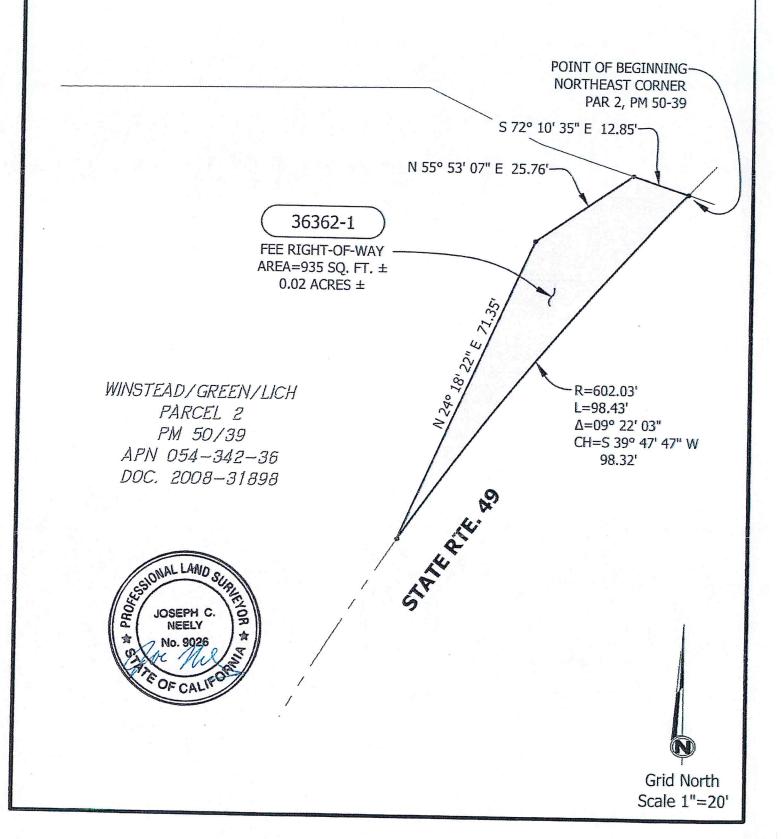
Community Development Agency

Transportation Division

Dated: 2/10/2015

EXHIBIT 'B'

Situate in Section 30, T. 10 N., R. 11 E., M.D.M.
Townsite of Diamond Springs
County of El Dorado, State of California



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 EIDOROID }
On 5 2 to 2015 before me, Jeannette up Notary Public, Date (here insert name and title of the officer)
personally appeared Neil Winstead
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: (Seal) JEANNETTE LYON Commission # 2081065 Notary Public - California El Dorado County My Comm. Expires Sep 8, 2018 OPTIONAL
Description of Attached Document
Title or Type of Document:
Document Date: Other:
2015 Apportitle Service. 707-992-5551 www.CaliforniaApostille us — California Mobile Notery Network www.CAMNN.com

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

County of El Dorado Board of Supervisors 330 Fair Lane Placerville, CA 95667

APN: 054-342-36

Green; Lich; and Winstead

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated ______,201___, from RANDY GREEN, A MARRIED MAN AS TO AN UNDIVIDED 1/6 INTEREST; GINGER LICH, A MARRIED WOMAN AS TO AN UNDIVIDED 1/6 INTEREST; AND NEIL WINSTEAD, SUCCESSOR TRUSTEE OF THE GLORIA L. WINSTEAD REVOCABLE TRUST DATED, 5/27/1999 AS TO AN UNDIVIDED 2/3 INTEREST, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 054-342-36

Dated this 14th day of Ju

COUNTY OF EL DORADO

By:

Brian K. Veerkamp, Chair

Board of Supervisors

ATTEST:

James S. Mutrisin Clerk of the Board of Supervisors

Deputy Clerk