

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this _____ day of _____, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and _____, referred to herein as "Owner".

1. DEFINITIONS

- a. "Agricultural use" means use of land for the purpose of producing an agricultural commodity (including timber) for commercial purposes;
- b. "Board" means the County Board of Supervisors;
- c. "Compatible use" means any use determined by County to be compatible with agricultural use of the property;
- d. "Contract" means this document;
- e. "Williamson Act" means the California Land Conservation Act of 1965 as amended through the legislative session indicated before the reference;
- f. "Owner" means the person or persons entering into this Contract with County;
- g. "County" means El Dorado County.

2. FACTS

This Contract is made with reference to the following facts:

- a. Owner is the owner of the real property in El Dorado County, California, described in Exhibit "A" and incorporated by reference;
- b. The property is within an agricultural preserve designated and established by Resolution of County. The property has been devoted to agricultural and compatible uses. The boundaries of the preserve are shown on the map attached as Exhibit "B" and incorporated by this reference and are co-extensive with the boundaries of the property.

3. LAND USE

The use of the property is limited during the term of this Contract to agricultural and compatible uses. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted uses.

4. TERM

The initial term of this Contract is ten (10) years. Unless notice of non-renewal is given as provided in Section 5, on each anniversary date of this Contract, a year shall be automatically added to the initial term. If Owner or County in any year serves written notice of non-renewal, this Contract shall remain in effect for the balance of the unexpired term.

5. NON-RENEWAL

- a. Unless written notice of non-renewal is served by County upon Owner at least sixty (60) days before a renewal date or by Owner upon County at least ninety (90) days before a renewal date, this Contract shall be considered renewed under Section 4.
- b. The effect of a sale or transfer of any portion of the property, the subject of this Contract, except as provided in paragraph 6, b., or failure of a portion of the subject property to meet the agricultural contract criteria, or failure to engage in an agricultural pursuit, may be treated as a breach of this Contract and County may bring any action in court necessary to enforce this Contract, including, but not limited to, any action to enforce this Contract by specific performance or injunction.
- c. Upon receipt by Owner of written notice of non-renewal, Owner may protest the notice of non-renewal in writing. County may withdraw the notice before the next renewal date.
- d. Upon request by Owner, the County may authorize Owner to serve written notice of non-renewal on a portion of the property.

6. TRANSFER OF PROPERTY

- a. This Contract, and the covenants herein, shall run with the land and shall be binding upon and inure to the benefit of all successors in interest of Owner.
- b. In the event that Owner conveys a portion of the property under this Contract, Owner, in addition to the conveyee, shall remain subject to the terms of this Contract as to the conveyed portion unless and until the conveyee enters into a separate contract with the County. Owner understands that County will not enter into a separate contract with the conveyee unless the conveyed portion of property meets the County's criteria for an agricultural preserve, and that County shall enter into a contract with the conveyee if the conveyed portion meets said criteria and exclude said conveyed portion from Owner's contract.

7. CANCELLATION

- a. The purpose of this section is to provide relief from the provisions of this Contract only when the continued dedication of all or any portion of the property to agricultural use is neither necessary nor desirable for purposes of the 1969 Williamson Act.
- b. Owner may petition the Board for cancellation of this Contract as to all or any part of the property. The Board may approve the cancellation only if it finds that:
 - (i) cancellation is not consistent with the purposes of the 1969 Williamson Act;
 - and,
 - (ii) cancellation is in the public interest.
- c. The existence of an opportunity for another use of the property involved will not be sufficient reason for cancellation of this Contract. A potential alternative use of the property involved may be considered only if there is not proximate, non-contracted land suitable for the use to which it is proposed the property involved be put. The uneconomic character of the existing use may be considered only if there is no other

reasonable or comparable agricultural use to which the property may be put. Prior to any action by the Board, the Board shall consider the recommendations of the Agricultural Commission and the Planning Commission.

- d. Prior to any action by the Board giving tentative approval to cancellation, the assessor shall determine the full cash value of the property involved as though it were free of the contractual restrictions. He shall multiply such value by the most recent County tax ratio announced pursuant to Section 401 of the Revenue and Taxation Code and shall certify the product to the Board as the cancellation valuation of the property involved for the purpose of determining the cancellation fee.
- e. Prior to giving tentative approval to the cancellation, the Board shall determine and certify to the Auditor the amount of the cancellation fee which Owner must pay the Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to fifty percent (50%) of the cancellation valuation of the property involved.
- f. If it finds that it is in the public interest to do so, the Board may waive any such payment (or any portion) or may make such payment (or any portion) contingent upon the future use made of the property involved and its economic return to Owner for a period of time not to exceed the unexpired term had it not been canceled, but only if:
 - (i) cancellation is caused by an involuntary transfer or change in the use which may be made of the property involved and such property is not immediately used for a purpose which produces a greater economic return to Owner; and,
 - (ii) the Board has determined it is in the best interest of the program to conserve agricultural land use that such payment (or any portion) be either deferred or not required.

- g. This Contract may not be canceled until after County has given notice of and has held a public hearing on the matter as required by law.
- h. Upon tentative approval of the cancellation petition the Clerk of the Board of Council shall record in the office of the County Recorder of the County in which the land as to which the contract is canceled is located a certificate which shall set forth the name of the owner of such land at the time the contract was canceled with the amount of the cancellation fee certified by the Board or Council as being due pursuant to this article, the contingency of any waiver or deferment of payments, and legal description of the property. From the date of recording of such certificate the contract shall be finally canceled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section or Section 51283 shall preclude the Board or Council from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

In no case shall the cancellation of a contract be final until the notice of cancellation is actually recorded as provided in this section. Notwithstanding any other provisions of the Revenue and Taxation Code, any payments required by Section 51283 shall not create nor impose a lien or charge on the land as to which a contract is canceled except as herein provided.

Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board or Council shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

8. EMINENT DOMAIN

- a. In this section:
 - (i) "public agency" means any public entity included within the definition of "public agency" in the 1969 Williamson Act and in any subsequent amendments to that Act; and
 - (ii) "individual" means any person authorized under Section 1001 of the Civil Code or under any other existing or future California law to acquire property by eminent domain.
- b. When any action in eminent domain for the condemnation of the fee title of an entire parcel of the property is filed or when such parcel is acquired in lieu of eminent domain for a public use or improvement by a public agency or individual or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency action under authority or power of the federal government, this Contract shall be deemed null and void as to the property actually being condemned or acquired as of the date the action is filed or the acquisition occurs, and for the purpose of establishing the value of the property, this Contract shall be deemed never to have existed. Upon the termination of such a proceeding or occurrence of such an acquisition, this Contract shall be null and void for all property actually taken or acquired.
- c. When such an action to condemn less than an entire parcel of the property is filed, or when such an acquisition to acquire less than an entire parcel of the property occurs, this Contract shall be deemed null and void as to the property actually condemned or acquired and shall be disregarded in the valuation process only as to the property actually being taken or acquired unless the remaining property will be adversely affected by the condemnation in which case the amount of just compensation shall be computed without regard to this Contract.

- d. The property actually taken or acquired shall be removed by this Contract. Under no circumstances shall property be removed that is not actually taken or acquired except as otherwise provided in the contract.

9. AMENDMENT

This Contract may be amended to the extent permitted by law applicable at the time of amendment.

10. SEVERABILITY

The invalidity of any provision of this Contract or its application to any particular factual situation will not affect the validity of any other provision or its application to any factual situation.

EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk to the Board of Supervisors

By: _____
Deputy

Owners

(mab:WAC.CON/WilliamAct)
(Revised 10/06)

Planning Commission
County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

_____, 20____
RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

Subject: Establishment of an Agricultural Preserve

Gentlemen:

I (we) hereby request the Planning Commission consider and recommend to the Board of Supervisors that my (our) property be established as an agricultural preserve pursuant to Section 51200(d) of the California Government Code, being part of the California Land Conservation Act of 1965. It is my (our) intent to provide the necessary subsequent restrictions on land use within this preserve by means of an agreement pursuant to Chapter 7, Division 1, of Title 5 of the California Government Code.

In summary of the attached application:

Property offered consists of 130 acres;

Identified as County Assessor's Parcel Number(s) 089-010-032-000

(indicate if this is a portion of the parcel, with more detailed information to be shown on the accompanying map)

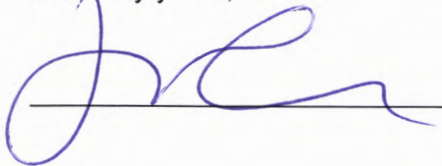
Located generally in the vicinity of Gold Hill Rd @ Cold Springs Rd

_____, as shown on the attached map.

The nature of the property is such that it is (can be) devoted to agricultural and compatible uses.

I (we) understand generally the provisions of the California Land Conservation Act of 1965 and the obligations imposed upon application of said Act.

Sincerely yours,



WAC25-0001

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

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.

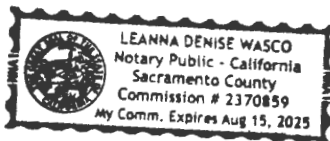
State of California

County of El Dorado

On May 20, 2025 before me, Leanna Denise Wasco
Date Here Insert Name and Title of the Officer

personally appeared Jacob Coyle & Stefani Coyle
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

Leanna Denise Wasco

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

Title or Type of Document: _____

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: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit "A"

Legal Description

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

Parcel One:

ALL THAT PORTION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., WHICH LIES WEST OF THE DIVISION LINE FENCE OF ANDREW W. MARCHINI (PER DEED BOOK 235, PAGE 364, OFFICIAL RECORDS), CHARLES W. MERRILL (PER DEED BOOK 288, PAGE 327, OFFICIAL RECORDS) AND LEO A. AKIN (PER DEED BOOK 157, PAGE 281, OFFICIAL RECORDS).

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LANDS DESCRIBED IN THE DEED TO MERVIN DE HAAS, ETUX, RECORDED APRIL 29, 1985 IN BOOK 2427, AT PAGE 7, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LANDS DESCRIBED IN THE DEED TO MERVIN DE HASS, ET UX, RECORDED AUGUST 31, 1990 IN BOOK 3419, AT PAGE 210, OFFICIAL RECORDS.

PARCEL TWO:

ALL THOSE PORTIONS OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, THE NORTH 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.B.&M., LYING NORTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF SAID LINE, A POINT IN A FENCE LINE FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 29, BEARS SOUTH 0° 40' 00" WEST 94.80 FEET; THENCE FROM SAID POINT OF BEGINNING AND FOLLOWING A FENCE LINE FROM POINT TO POINT AS FOLLOWS: NORTH 78° 15' 00" WEST 254.53 FEET; NORTH 77° 39' 00" WEST 45.90 FEET TO A CORNER FENCE POST; NORTH 8° 38' 00" EAST 357.85 FEET TO A 24 INCH OAK; NORTH 16° 02' 00" EAST 249.24 FEET TO A 30 INCH OAK; NORTH 24° 50' 00" WEST 152.37 FEET; NORTH 17° 30' 00" WEST 43.01 FEET; NORTH 23° 50' 00" WEST 64.64 FEET; NORTH 28° 35' 00" WEST 291.22 FEET TO A 4 INCH OAK; NORTH 68° 19' 00" WEST 109.64 FEET TO A 10 INCH OAK; NORTH 27° 32' 00" EAST 9.95 FEET TO A FENCE POST; NORTH 72° 43' 00" WEST 398.22 FEET TO A 4 INCH FENCE POST MARKED "CC"; NORTH 73° 54' 00" WEST 265.84 FEET; NORTH 75° 19' 00" WEST 225.14 FEET; NORTH 76° 24' 00" WEST 145.08 FEET TO A CORNER FENCE POST FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS SOUTH 48° 54' 00" EAST 2532.18 FEET DISTANT; THENCE FOLLOWING A FENCE LINE NORTH 16° 14' 00" EAST 389.52 FEET; NORTH 10° 38' 00" EAST 32.51 FEET; NORTH 18° 45' 00" EAST 61.31 FEET; NORTH 39° 13' 00" EAST 97.16 FEET; NORTH 28° 38' 00" EAST 84.08 FEET; NORTH 19° 30' 00" EAST 214.39 FEET; NORTH 10° 57' 00" EAST 154.27 FEET TO A FENCE POST SET IN THE EAST/WEST CENTERLINE OF SAID SECTION 29; NORTH 17° 41' 00" WEST 275.18 FEET; NORTH 28° 21' 00" WEST 321.82 FEET; NORTH 85° 04' 00" WEST 333.35 FEET; SOUTH 75° 13' 00" WEST 29.98 FEET; NORTH 77° 22' 00" WEST 10.93 FEET; NORTH 87° 41' 00" WEST 38.03 FEET; SOUTH 87° 40' 00" WEST 49.36 FEET; SOUTH 79° 22' 00" WEST 109.54 FEET; SOUTH 85° 45' 00" WEST 47.42 FEET; NORTH 82° 59' 00" WEST 51.28 FEET; NORTH 78° 01' 00" WEST 59.41 FEET AND NORTH 87° 46' 00" WEST 42.45 FEET TO THE NORTHWESTERLY END OF SAID LINE, A POINT MARKED BY A FENCE POST IN A DIVISION FENCE LINE BETWEEN THE LANDS OF WINJI AND VEERKAMP SAID DIVISION LINE BEING THE NORTH/SOUTH CENTERLINE OF SAID SECTION 29.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE LANDS DESCRIBED IN THE DEED TO MERVIN DE HASS, ET UX, RECORDED APRIL 29, 1985 IN BOOK 2427, AT PAGE 7, OFFICIAL RECORDS.

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APN: 089-010-032-000

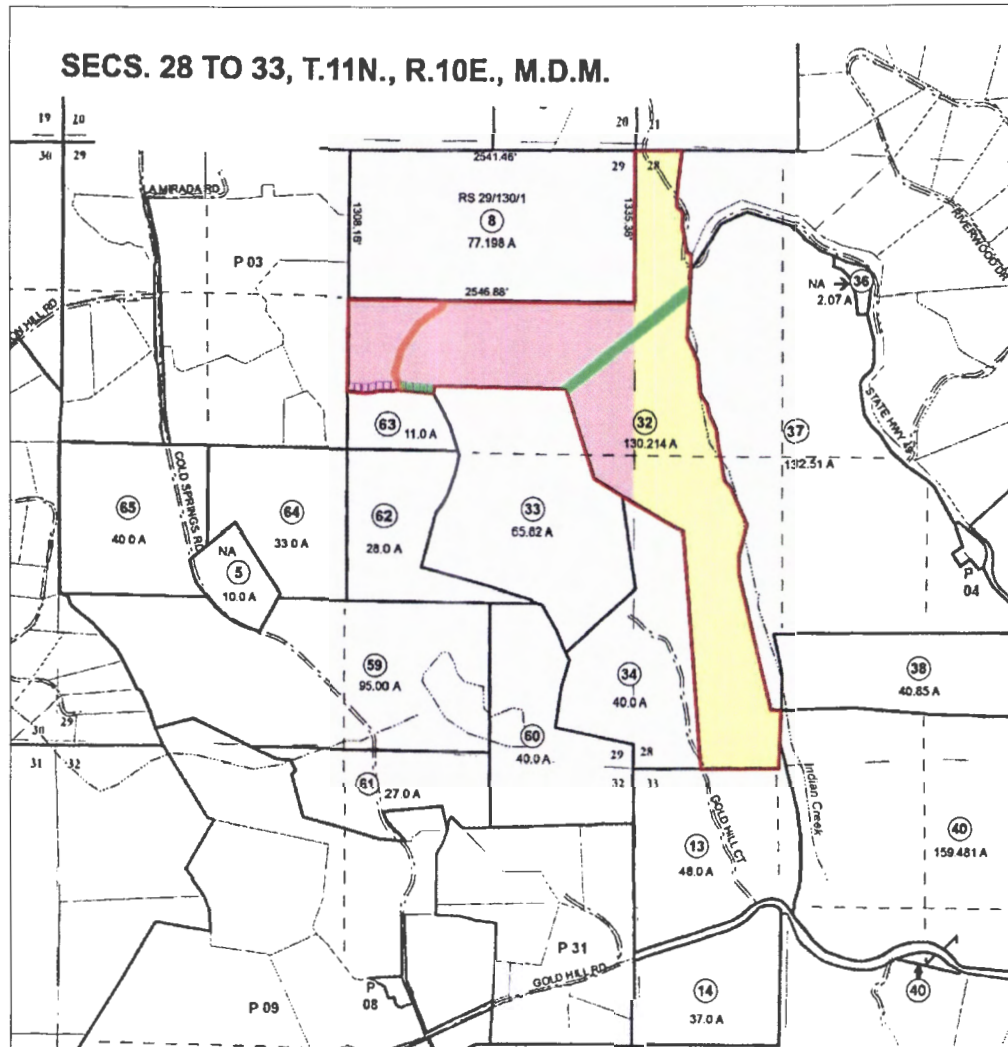
Preliminary title report dated as of February 23, 2023

Order Number: P-585970

Date Prepared: 03/07/2023

Property Address: 0 Vacant Land Gold Hill Rd, Placerville, CA 95667

Assessor's Parcel No.: 089-010-032-000



LEGEND

Parcel One (Fee, Property in Question)

Parcel Two (Fee, Property in Question)

Item No. 13 - Easement for waterline, roads, public utilities and incidental purposes
November 21, 1985, Book 2507, Page 683, of Official Records
Affects as described therein

Item No. 14 - Easement for non-exclusive ingress, egress, roadway and utility purposes and incidental purposes
July 10, 2006, Instrument No. 2006-45789, of Official Records
Affects as described therein



Item No. 15 - Easement for non-exclusive ingress, egress, roadway and utility purposes and incidental purposes
July 10, 2006, Instrument No. 2006-45790, of Official Records
Affects as described therein

Item No. 7 - Easement for reservoir sites and roadway and right to use same and incidental purposes
September 28, 1916, Book 86, Page 46, of Official Records
The exact location and extent of said easement is not disclosed of record

Item No. 8 - Easement for ingress and egress for the purpose of driving livestock and incidental purposes
April 16, 1956, Book 379, Page 529, of Official Records
The exact location and extent of said easement is not disclosed of record

Item No. 9 - Easement for ingress and egress for driving livestock and incidental purposes
April 16, 1956, Book 379, Page 531, of Official Records
The exact location and extent of said easement is not disclosed of record

IT IS NOT A PLAT OR SURVEY OF THE LAND DEPICTED. THIS MAP IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

NOTE: EASEMENTS DEPICTED HEREON ARE PROVIDED AS A COURTESY ONLY AND NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS THEREOF. IT IS RECOMMENDED THAT A SURVEY BE OBTAINED FROM A LICENSED PROFESSIONAL TO DETERMINE ACTUAL LOCATIONS.

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this _____ day of _____, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and _____, referred to herein as "Owner".

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reasonable or comparable agricultural use to which the property may be put. Prior to any action by the Board, the Board shall consider the recommendations of the Agricultural Commission and the Planning Commission.

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- b. When any action in eminent domain for the condemnation of the fee title of an entire parcel of the property is filed or when such parcel is acquired in lieu of eminent domain for a public use or improvement by a public agency or individual or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency action under authority or power of the federal government, this Contract shall be deemed null and void as to the property actually being condemned or acquired as of the date the action is filed or the acquisition occurs, and for the purpose of establishing the value of the property, this Contract shall be deemed never to have existed. Upon the termination of such a proceeding or occurrence of such an acquisition, this Contract shall be null and void for all property actually taken or acquired.
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EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrisin
Clerk to the Board of Supervisors

By: _____
Deputy

Owners

(mab:WAC.CON/WilliamAct)
(Revised 10/06)

July 30, 2025

Planning Commission
County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

RECEIVED

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EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

Subject: Establishment of an Agricultural Preserve

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In summary of the attached application:

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Identified as County Assessor's Parcel Number(s) 089-010-034-000 &
089-010-033-000

(indicate if this is a portion of the parcel, with more detailed information to be shown on the accompanying map)

Located generally in the vicinity of Gold Hill California
_____, as shown on the attached map.

The nature of the property is such that it is (can be) devoted to agricultural and compatible uses.

I (we) understand generally the provisions of the California Land Conservation Act of 1965 and the obligations imposed upon application of said Act.

Sincerely yours,

Mervin de Haas, trustee

July 30, 2025

WAC25-0001

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.

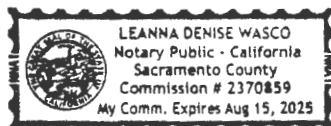
State of California

County of El Dorado

On July 30, 2025 before me, Leanna Denise Wasco
Date Here Insert Name and Title of the Officer

personally appeared Mervin de Haas
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 Leanna Denise Wasco
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

Title or Type of Document: _____

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: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RECORDING REQUESTED BY



Inter-County Title Co.
of El Dorado County

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:

Name Mervin de Haas, Trustee, et al
Street 1073 Gold Hill Court
City & State Placerville, CA 95667

20179004304600004
El Dorado, County Recorder
William Schultz Co Recorder Office
DOC 2017-0043046-00
Acct 1002-Inter-County Title
Tuesday, SEP 26, 2017 13:44:54
Ttl Pd \$27.00 Nbr-0001885366
MMF/C1/1-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No. PV-228145-CH

GRANT DEED

A.P.N. 089-010-34-100

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 (R&T Code: 11925 – same party, same interest)

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Mervin de Haas and Martha de Haas, Trustees of the de Haas Family Trust dated February 24, 2003 and Kimberlee Ann Whitcombe and Kirk James Whitcombe, wife and husband (who erroneously acquired title as husband and wife), as community property with right of survivorship

hereby GRANT(S) to

Mervin de Haas and Martha de Haas, Trustees of The de Haas Family Trust dated February 24, 2003, as to an undivided 50% interest and Kimberlee Ann Whitcombe and Kirk James Whitcombe, wife and husband as community property with right of survivorship, as to an undivided 50% interest

the following described real property situated in the unincorporated area of the County of El Dorado, State of California:

For legal description see Exhibit A attached hereto and made a part of

Reserving therefrom a non-exclusive easement for waterline purposes as more fully set forth and described in Exhibit "B" attached hereto and made a part of.

Further reserving therefrom non-exclusive rights of way and easements for road and public utility purposes and being specifically those certain three (3) 50 foot wide strips designated as "Strip No. 1", "Strip No. 2" and "Strip No. 3" as described and conveyed in that certain Gift Deed to Mervin de Haas and Martha de Haas, husband and wife, recorded April 29, 1985 in Book 2427 at Page 7 Official Records of El Dorado County.

Said easements are reserved for the benefit of and appurtenant to the grantor's remaining lands to the Northwest and being that certain 62.85 acre parcel as referred to in the above Gift Deed recorded April 29, 1985 in Book 2427 at Page 7 Official Records of El Dorado County.

Dated: 9/15/2017

The de Haas Family Trust dated February 24, 2003

Mervin de Haas Trustee
Mervin de Haas, Trustee

Martha de Haas Trustee
Martha de Haas, Trustee

Kimberlee Ann Whitcombe
Kimberlee Ann Whitcombe

Kirk James Whitcombe
Kirk James Whitcombe

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF EL DORADO

}s.s.

On September 19, 2017, before me, Amy McGillivray, Notary Public personally appeared Mervin de Haas, Martha de Haas, Kimberlee Ann Whitcombe, Kirk James Whitcombe 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

Amy McGillivray (Seal)

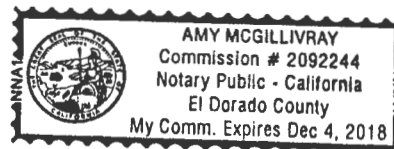


EXHIBIT A

A Portion of Sections 28 and 29, T. 1 N., R. 10 E., M. D. M. County of El Dorado, State of California described as follows:

BEGINNING at the S.W. corner of Section 28 T. 1 N., R. 10 E., M. D. M. being a 4x4 inch stake in a mound of rocks; thence from point of beginning N. 0° 40' 52" E. 94.61 feet to a fence corner post; thence along an existing fence line North 78° 15' 00" West 254.53 Feet; thence North 77° 39' 00" West 459.00 feet; thence North 8° 38' 00" East 357.85 feet; thence North 16° 02' 00" East 249.24 feet; thence North 24° 50' 00" West 152.37 feet; thence leaving said fence line North 47° 16' 34" East 938.90 feet; thence North 9° 41' 23" West 752.62 feet; thence South 60° 25' 29" East 523.00 feet; thence South 4° 51' 21" East 2,122.53 feet to a point on the South line of Section 28; thence North 88° 09' 59" West 560.00 feet to the point of beginning.

Exhibit "B"

A non-exclusive easement, 20 feet in width, for the construction, maintenance, and operation of a waterline in the Southeast one-quarter of Section 29, Township 11North, Range 10 East, M.D.M. Said easement is the Northerly extension of those easements set forth in Book 1757 at Page 84 and in document 2006-45793 of the Official Records of the County of El Dorado. Said easement shall be appurtenant and reserved to the remaining lands of the Grantor herein.

The centerline of said easement is described as follows:

Beginning at the terminus of the easement set forth in document 2006-45793, said point being a point on an existing waterline and in an existing fence line, and from which the Section corner common to Sections 29 & 32, Township 11North, Range 10 East, M.D.M. bears South $78^{\circ} 15' 00''$ East 62.23 feet and South $00^{\circ} 40' 52''$ West 94.6 feet. Thence, from said point of beginning, along the existing pipeline Northerly to a point which is approximately 43 feet Southerly of an existing road; thence, Northwesterly to a point approximately 83 feet Southwesterly of said existing road. Said point is a point in the common boundary between the Grantor's retained parcel and the parcel being granted herein.

The above description was prepared by James R. Sweeney, LS 3864 on August 31, 2017



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2003-0027591-00

Check Number 5430

Friday, MAR 21, 2003 08:06:09

Ttl Pd \$13.00

Nbr-0000397877

CLC/C2/1-3

WHEN RECORDED MAIL TO:
DOUGLAS R. ROECA
3294 Royal Drive, Ste 202
Cameron Park, CA 95628

MAIL TAX STATEMENTS TO:

Mr. and Mrs. Mervin de Haas
1073 Gold Hill Court
Placerville, CA 95667

DOCUMENTARY TRANSFER TAX \$0 no consid.
____ Computed on the consideration or
value of property conveyed; OR
____ Computed on the consideration or
value less liens or encumbrances
remaining at time of sale.

PCOS
FILED

APN: 089-010-33-100

Signature of Declarant or Agent

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MERVIN de HAAS and MARTHA de HAAS, husband and wife as Community Property

hereby GRANT(s) to MERVIN de HAAS and MARTHA de HAAS, TRUSTEES of the DE HAAS FAMILY TRUST dated February 24, 2003,

the real property in the City of unincorporated area, County of El Dorado, State of California described as

See Exhibit "A" attached hereto and incorporated herein.

Dated 2/24/03

STATE OF CALIFORNIA)
) ss.
COUNTY OF El Dorado)

Mervin de Haas
MERVIN de HAAS

On February 24, 2003,
before me, the undersigned, a Notary Public in and for
said State, personally appeared _____

Marttha de Haas
MARTHA de HAAS

MERVIN de HAAS and MARTHA de HAAS

personally known to me (or-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.



WITNESS my hand and official seal.

Signature C Cheryl A Tubb

(This area for official notarial seal)

Portion of Section 28 and 29, T.11N., R.10E., M.D.M., County of El Dorado, State of California. Beginning at the most Southerly point of the described parcel being a point in an existing fence line from which the S.W. corner of Section 28, T.11N., R.10E., M.D.M. bears S.33°09'40"E. 1166.15'; thence from point of beginning along the existing fence line N.17°30'00"W. 64.64'; thence N. 28°35'00"W. 291.22'; thence N.68°19'00"W. 109.64'; thence N.27°32'00"E. 9.95'; thence N.72°43'00"W. 398.22'; thence N.73°54'00"W. 265.84'; thence No. 75°19'00"W. 225.14'; thence N.76°24'00"W. 145.08'; thence N.16°14'00"E. 389.52'; thence N.10°38'00"E. 42.51'; thence N.18°45'00"E. 61.31'; thence N.39°13'00"E. 97.16'; thence N.28°38'00"E. 84.08'; thence N.19°30'00"E. 214.39'; thence N.10°57'00"E. 154.27'; thence N.17°41'00"W. 275.18'; thence N.28°21'00"W. 321.82' to an Oak Tree at a fence corner point referenced as Point "A"; thence leaving said fence line N.6°17'00"W. 75.00'; thence S.89°33'00"E. 1255.00'; thence S.16°58'33"E. 786.00'; thence S.60°25'29"E. 292.42'; thence S.9°41'23"E. 752.62'; thence S.47°16'34"W. 938.90' to the point of beginning. Containing 65.82 acres more or less.

Together with, as appurtenant to the realty hereby conveyed a non exclusive right of way and easement for waterline and public utility purposes over, under, across and through, a strip of land 20' in width, lying 10' on each side of an existing water line, described generally as follows: from the South line of the described parcel, S.47°16'34"E. 939.90', running South across the remaining land of the grantor, to a point on the South boundary of grantor's remaining land described as N.78°15'00" 254.53'.

Together with, as appurtenances to the realty hereby conveyed, non exclusive rights of way and easements for roadway and public utility purposes, over, under, across and through, all the strips of land particularly described herein and below as strips 1, 2, and 3, which said easements shall be for the use and benefit of every piece, part and parcel of the realty hereby conveyed, and for every future division and subdivision thereof, without consideration of apportionment and burden thereon. Said easements shall also serve the remaining lands of the grantor herein and every future division and subdivision.

Strip No. 1: the strip of land 50 feet in width, running from the Northerly portion of the line described herein as commencing at a point on "S.16°17'00"W 786'", running in a generally North Easterly direction to State Highway 49. Said easement shall commence at any convenient and desirable point along said cited line and shall proceed along its route in the most convenient and practical location. Once constructed the location of said easement shall be deemed permanently fixed.

Strip No. 2: the strip of land 50 feet in width, lying Northerly and Easterly of the following described land lines beginning at Point A, set forth herein, and running thence along an existing fence line "N.85°04'00"W 333.35'" to the West property line of the grantor herein and thence along said West line to the North line of grantor's remaining lands; a 100' radius easement curve will be used at the intersection of the Southerly and Westerly lines of the grantor.

(continued)

027591

EXHIBIT "A"

Strip No. 3: a strip of land 50 feet in width, lying 25 feet on each side of the center line of an existing road, the route of the existing road described generally as follows: Beginning at the intersection of the center line of the most Southerly of grantor's lands from which the South West corner of said Section 28, T.11N., R.10E., M.D.M., whereby a 4 inch stake in a mound of rocks, running along such South line "N.88°09'59"W. 530', more or less, thence from said point of beginning generally Northerly and Northwesterly, crossing a cattle guard in a fence line and passing the existing house Southerly and Westerly thereof to a point in a line described herein as running S.47°16'44"W., 939.90'.

Together with an easement over the existing road away from the South line of Section 28 to Gold Hill Road.

03/21/2003, 20030027591