

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this 23rd day of June, 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

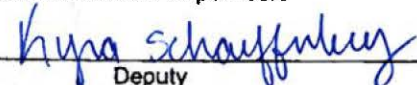
By: 

Chairman, Board of Supervisors

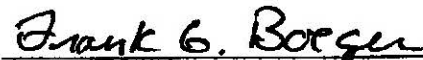
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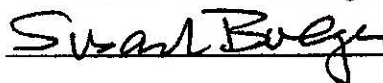
Kim Dawson

Clerk to the Board of Supervisors

By: 

Deputy





Owners

(mab:WAC.CON\WilliamAct)
(Revised 10/08)

September 15, 2025

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

Subject: Establishment of an Agricultural Preserve

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 77 acres;

Identified as County Assessor's Parcel Number(s) see attached

(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 1709 Carson Road,
Placerville, CA 95667, 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,

Frank Gregory Boeger
Frank Gregory Boeger

09/15/2025

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See Attached For Notary Public

WAC25-0002

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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 09/15/2025 before me, Meredith Escobar, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Frank Gregory Breyer
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

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: Planning Commission Establishment of an Agricultural Preserve

Document Date: 09/15/2025 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Frank Gregory Breyer

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: Self

Signer is Representing: _____

WAC25-0002

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

Subscribed and sworn to (or affirmed) before me on
this 15th day of September, 2025, by
Date Month Year

(1) Frank Gregory Boeger

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



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

Title or Type of Document: Planning Commission Establishment of a Agricultural Preserve

Document Date: 09/15/2025 Number of Pages: _____

Signer(s) Other Than Named Above: _____

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STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss.
On this 25th day of Feb., in the
year 81, before me Arlene Hickey
personally appeared F. Gregory Boeger
Susan L. Boeger, George Babbitt and
Lillian W. Babbitt

, known to me
to be one of the partners of the partnership that
executed the within instrument, and
acknowledged to me that such partnership
executed the same.

ARLENE HICKEY
NOTARY PUBLIC - CALIFORNIA
WITNESS my hand and official seal.

My term expires MAY 11, 19

Signature

Arlene Hickey

CA 95825

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EXHIBIT "A"

All that certain real property situate in the County of El Dorado, State of California, more particularly described as follows:

All that portion of Sections 4, 5, 8 and 9, Township 10 North, Range 11 East, E.D.S.M., more particularly described as follows:

BEGINNING at the Southeast corner of the parcel of land herein described, a point in the centerline of Carson Road, from which the South quarter corner of said Section 4 bears South 67° 05' East 951.97 feet; thence from point of beginning and along said centerline South 73° 37' 40" West, 46.42 feet; thence South 77° 45' 20" West, 90.54 feet; thence South 75° 54' 40" West, 70.73 feet; thence South 71° 42' 50" West 57.59 feet; thence South 65° 39' 20" West, 60.26 feet; thence South 60° 14' 10" West, 52.04 feet; thence South 59° 05' 40" West, 77.00 feet; thence South 70° 57' 30" West 64.04 feet; thence South 72° 31' 40" West, 54.46 feet; thence South 73° 42' 30" West, 62.82 feet; thence South 72° 10' 43" West 75.06 feet; thence South 76° 41' 40" West 80.47 feet; thence South 67° 21' West, 23.71 feet; thence South 66° 48' West, 40.42 feet; thence South 54° 01' 20" West, 50.56 feet; thence South 51° 43' 20" West, 49.41 feet; thence South 50° 01' 50" West, 89.75 feet; thence South 47° 16' 50" West, 176.53 feet; thence South 24° 47' 30" West, 101.62 feet; thence South 15° 36' 30" West, 36.08 feet; thence South 17° 08' West, 56.93 feet; thence South 27° 16' West, 60.49 feet; thence South 47° 09' West, 51.00 feet; thence South 62° 54' West, 37.42 feet; thence South 73° 13' 30" West, 53.71 feet; thence South 81° 32' 30" West, 70.12 feet; thence South 76° 51' 30" West, 57.30 feet; thence South 69° 56' 30" West, 33.72 feet; thence South 61° 01' 30" West, 54.37 feet; thence South 51° 15' 30" West, 42.75 feet; thence South, 51° 14' West, 57.15 feet; thence South 46° 17' 40" West, 44.16 feet; thence South 49° 17' West, 49.00 feet; thence South 56° 37' 30" West, 43.52 feet; thence South 55° 05' 30" West, 54.50 feet; thence South 68° 01' 50" West, 44.02 feet; thence South 61° 43' 50" West, 53.35 feet; thence South 41° 03' 50" West, 37.49 feet; thence South 34° 19' West, 39.43 feet; thence South 73° 26' West, 71.01 feet; thence South 25° 14' 40" West, 51.02 feet; thence South 20° 39' 50" West, 51.72 feet; thence leaving said centerline of Carson Road, North 74° 33' 30" West, 36.19 feet to a 2 inch capped iron pipe stamped "L.S. 2725" at a point in the centerline of "Akin's Ditch" cited in Book 363, at page 170, Official Records of El Dorado County; thence along said ditch line North 0° 32' 33" West, 112.56 feet; thence leaving said ditch North 12° 17' 30" West, 152.21 feet to a point in the above mentioned ditch; thence along said ditch North 27° 16' West, 42.47 feet; thence North 4° 46' East, 46.53 feet; thence North 35° 04' 40" East, 44.46 feet; thence North 62° 24' 20" East 85.10 feet; thence North 74° 07' 20" East, 21.09 feet; thence South 99° 41' 40" East, 142.42 feet to a 2 inch capped iron pipe stamped "L.S. 2725"; thence leaving said ditch line North 40° 14' West, 370.03 feet to a 2 inch capped iron pipe stamped "L.S. 2725"; thence continuing North 40° 13' West, 15.90 feet to a point in the centerline of a private roadway; thence along said centerline North 52° 07' East, 210.00 feet and from which point a 2 inch capped iron pipe stamped "L.S. 2725" bears South 70° 00' East, 15.31 feet; thence continuing along said centerline North 61° 36' 10" East, 264.95 feet; and from which a 2 inch capped iron pipe stamped "L.S. 2725" bears South 30°

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00' East, 10.49 feet; thence continuing along said centerline North, 75° 16' East, 181.48 feet; thence leaving said centerline North 12° 30' West, 5.42 feet to a 3/4 inch capped iron pipe stamped "L.S. 2725"; thence along a fence line North 12° 30' West, 17.81 feet; thence North 14° 12' 30" West, 77.40 feet; thence North 61° 44' 50" West, 9.26 feet; thence North 66° 1' 50" West, 9.46 feet; thence North 57° 24' 30" West, 77.16 feet; thence North 17° 27' 10" West, 30.04 feet; thence North 17° 52' West, 26.42 feet; thence North 27° 29' West, 28.15 feet; thence North 33° 58' 30" West, 42.95 feet; thence North 16° 04' 50" West, 45.17 feet; thence North 0° 35' 40" West, 78.04 feet; thence North 7° 22' 10" East, 170.20 feet; thence North 19° 28' 40" West, 130.47 feet; thence North 71° 14' 20" West, 177.31 feet; thence North 71° 51' 40" West, 40.14 feet; thence North 24° 00' 50" West, 144.56 feet; thence North 25° 20' West, 136.43 feet; thence North 25° 23' 40" West, 133.43 feet; thence North 23° 10' 10" West, 53.49 feet; thence North 29° 43' 40" West, 31.30 feet; thence North 33° 15' 12" West, 22.95 feet; thence North 41° 21' 20" West, 30.03 feet; thence North 46° 40' 30" West, 23.52 feet; thence North 50° 20' 20" West, 20.67 feet; thence North 62° 23' 30" West, 32.65 feet; to a 2 inch capped iron pipe stamped "L.S. 2725"; thence leaving said fence North 2° 01' East, 37.13 feet to a 1/4 inch capped iron pipe stamped "L.S. 2725-J", at an angle point in land described in deed to Frank E. Pricer recorded July 12, 1945 in Book 211 at Page 257 Official Records of El Dorado County; thence along Pricer Easterly line North 27° 00' East, 139.26 feet; thence North 41° 00' East, 33.00 feet; thence North 31° 00' East, 132.00 feet; thence North 36° 00' East, 20.31 feet to a similar pipe stamped "L.S. 2725-P"; thence South 64° 00' West, 149.32 feet to a similar pipe stamped "L.S. 2725-E"; thence North 55° 00' West, 179.42 feet to a similar pipe stamped "L.S. 2725-D"; thence North 5° 00' East, 794.37 feet (Record North 5° 30' East, 794.60 feet) to a similar pipe stamped "L.S. 2725-C"; The Southeast corner of land described in deed to Mary Miller recorded September 5, 1946 in Book 117 at Page 466 Official Records; thence along Miller line North 35° 21' West, 40.59 feet (Record North 40° 42' West, 37.94 feet) to a 1/8 inch iron bar stamped "XVI" at an angle point in land described in decree of distribution to Elliot A. Shipman, recorded June 1, 1926 in Book 104 at Page 156 of Deeds; thence along Shipman's line the following courses and distances: North 76° 05' East, 176.77 feet (Record North 76° 10' East, 176.88 feet) to a 3/4 inch capped iron pipe stamped "L.S. 2651"; thence South 14° 45' East, 356.24 feet (Record South 15° 00' East, 354.42 feet) to a 1/4 inch iron bar stamped "XVI"; thence South 83° 56' East, 147.69 feet (Record East 14° 19' West, 147.69 feet) to a similar iron bar stamped "XVI"; thence, South 0° 16' West, 674.91 feet (Record South 6° 18' West, 674.91 feet) to a 3/4 inch capped iron pipe stamped "L.S. 2981-1961"; thence North, 37° 12' East, 112.23 feet (Record North 37° East, 112.20 feet) to a similar pipe; thence North 44° 42' East, 215.15 feet (Record North 44° 30' East, 215.15 feet) to a similar pipe; thence North 28° 42' East, 132.05 feet (Record North 28° 30' East, 132.00 feet) to a similar pipe; thence North 27° 47' 30" West, 242.31 feet (Record North 28° 00' West, 242.22 feet) to a similar pipe; thence North 4° 33' West, 103.54 feet (Record North 4° 46' 30" West, 103.54 feet) to a 2 inch capped iron pipe stamped "L.S. 2725"; thence North 7° 18' West, 123.42 feet (Record North 7° 30' West, 123.42 feet), a 1/4 inch iron bar stamped "XVI"; thence North 24° 01' 40" West, 311.81 feet (Record North 24° 00' West, 312.18 feet) to a similar iron bar stamped "XVI"; thence North

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44° 50' East, 247.70 feet (Record North 45° 00' East, 246.84 feet) to a similar iron bar stamped 7-11; thence North 25° 29' West, 80.29 feet (Record North 25° 30' West, 77.96 feet) to a similar iron bar stamped 7-11; thence North 48° 08' 30" East, 142.15 feet (Record North 48° 08' East, 141.70 feet) to a similar iron bar stamped 7-11; thence South 37° 04' 17" East, 750.37 feet to a 1-1/4 inch capped iron pipe stamped WBP-10; an angle point in land described in deed to William G. Parker recorded July 13, 1952 in Book 474 at Page 260 Official Records of El Dorado County; thence along Parker line the following courses and distances:
South 24° 00' West, 174.76 feet to a similar pipe stamped WBP-9; thence South 45° 00' West, 254.76 feet to a similar pipe stamped WBP-3; thence South 31° 05' 40" East, 474.04 feet to a similar pipe stamped WBP-7; thence North 71° 57' 30" East, 626.13 feet to a similar pipe stamped "WBP-6" thence South 00° 11' East, 147.83 feet to a similar pipe stamped "WBP-4"; thence leaving Parker land, South 13° 42' 10" East 1102.80 feet to a 2 inch capped iron pipe stamped "L.S. 2725"; thence North 76° 45' 30" East, 151.64 feet to a 2 inch capped iron pipe stamped "L.S. 2725"; thence South 11° 27' 10" East, 325.98 feet to a similar pipe stamped "L.S. 2725"; thence continuing South 11° 27' 10" East, 50.00 feet to the centerline of Carson Road, the point of beginning.

EXCEPTING THEREFROM the following:

All that portion of Sections 4, 5, 8 and 9, Township 10 North, Range 11 East, M.D.B.M., described as follows:

BEGINNING at a point in the westerly line of the parcel herein described, a point in the centerline of a private road, from which the Southeast corner of said Section 5, bears North 64° 20' East 112.23 feet; thence from point of beginning and along said centerline North 51° 36' 17" East 269.75 feet and from which point a 3 inch capped iron pipe bears South 30° 00' East 16.89 feet; thence continuing along said centerline North 75° 16' East 181.44 feet; thence leaving said centerline of road, North 12° 30' West 5.82 feet to a 3/4 inch capped iron pipe stamped L.S. 2725; thence along a fence line North 12° 30' East 17.41 feet; thence North 18° 12' 40" West 77.80 feet; thence North 61° 54' 50" West 9.26 feet; thence North 66° 17' 50" West 8.76 feet; thence North 57° 24' 33" West 72.16 feet; thence North 37° 27' 10" West 33.04 feet; thence North 37° 52' West 26.42 feet; thence North 27° 27' West 22.15 feet; thence North 73° 53' 30" West 42.85 feet; thence North 16° 04' 50" West 45.17 feet; thence North 0° 35' 40" West 79.05 feet; thence North 7° 22' 10" East, 36.05 feet to a 1 1/2 inch capped iron pipe stamped L.S. 2725; thence leaving said fence line South 89° 05' 15" East 289.99 feet to a similar pipe; thence South 57° 24' 10" East, 466.79 feet to a similar pipe; thence South 29° 55' 17" East 124.37 feet to a similar pipe, thence South 46° 05' East 30.33 feet to a point in the centerline of Carson Road; thence along said centerline South 51° 43' 23" West 49.41 feet; thence South 50° 01' 50" West 80.75 feet; thence South 47° 16' 50" West 176.53 feet; thence South 24° 47' 20" West 101.62 feet; thence South 15° 36' 39" West, 26.73 feet; thence South 37° 08' West 56.83 feet; thence South 27° 16' West 60.70 feet; thence South 47° 09' West 51.03 feet; thence South 62° 54' West 33.42 feet; thence

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PLANNING AND BUILDING DEPARTMENT

4.

South 73° 10' 30" West 53.71 feet; thence South 81° 32' 30" West 70.12 feet; thence South 76° 51' 30" West 57.30 feet; thence South 69° 56' 30" West 39.72 feet; thence South 61° 00' 30" West 34.39 feet; thence South 53° 16' 30" West 42.75 feet; thence South 51° 14' West 57.15 feet; thence South 46° 17' 40" West 85.16 feet; thence South 47° 17' West 87.30 feet; thence South 56° 37' 30" West 43.52 feet; thence South 65° 06' 30" West 54.50 feet; thence South 68° 03' 50" West 54.02 feet; thence South 61° 43' 50" West 53.35 feet; thence South 41° 03' 50" West 17.49 feet; thence South 34° 19' West 38.83 feet; thence South 23° 26' West 79.03 feet; thence South 25° 14' 40" West 23.12 feet; thence leaving said centerline of Carson Road, North 38° 26' West 24.82 feet; to a 3/4 inch capped iron pipe stamped L.S. 2725; thence continuing North 38° 26' West 170.91 feet to a similar pipe; at a point in the centerline of "Akin's Ditch" cited in Book 351, at page 190, Official Records of El Dorado County; thence along said ditch line North 12° 17' 30" West 13.15 feet; thence North 27° 16' West 42.77 feet; thence North 4° 46' East 46.53 feet; thence North 35° 09' 40" East, 44.44 feet; thence North 62° 24' 20" East 15.10 feet; thence North 71° 02' 20" East 21.09 feet; thence South 89° 41' 40" East 142.82 feet to a 2 inch capped iron pipe stamped L.S. 2725; thence leaving said ditch line North 40° 18' West 370.88 feet to a 2 inch capped iron pipe stamped "L.S. 2725" thence continuing North 40° 18' West 15.07 feet to a point in the centerline of a private road; thence along said centerline North 62° 00' East 210.00 feet and from which point a 2 inch capped iron pipe bears South 30° 00' East 15.81 feet at the point of beginning.

ALSO SAVING AND EXCEPTING therefrom all that portion thereof lying within the Southeast quarter of the Southeast quarter of Section 5, Township 10 North, Range 11 East, N.3.3.41.

END OF DOCUMENT

END OF DOCUMENT

 BOOK 1110 PAGE 621
 1959 PAGE 550

RECORDING REQUESTED BY


Inter-County Title Co.
of El Dorado County

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:

Name Mr. and Mrs. Frank Gregory Boeger, Trustee
Street 1079 Carson Road
Placerville, Ca. 95667
City & State



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2004-0057598-00

Acct 4-INTER COUNTY TITLE CO

Friday, JUL 16, 2004 14:30:00

Ttl Pd \$120.00

Nbr-0000006412

LNT/C1/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No. FV-213472-JM

GRANT DEED

A.P.N. 049-010-34

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$110.00

(X) computed on full value of property conveyed, or

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

PCOS
FILED

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

Robert V. Williams, Trustee of THE ROBERT V. WILLIAMS REVOCABLE LIVING TRUST

hereby GRANT(S) to

Frank Gregory Boeger and Susan L. Boeger, Trustees of the Greg and Susan Boeger Family 1984
Revocable Trust

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

For legal description see attached Exhibit A

RECEIVED

Dated: 7/9/2004

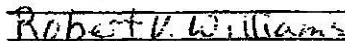
OCT 22 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT


Robert V. Williams, Trustee

STATE OF CALIFORNIA }
COUNTY OF El Dorado } ss.

On July 9, 2004 before me,
Judy Musick, personally appeared



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 



(This area for official notarial seal)

057598

Order No. PV-213472-JM

EXHIBIT A

All that portion of the West half of Section 4 and the East half of Section 5, Township 10 North, Range 11 East, M.D.B.&M., more particularly described as follows:

BEGINNING at a 1 inch iron bar marked XVI, on the East boundary of that certain parcel of land described in deed recorded in Book 544 of Official Records of El Dorado County, at Page 138, from which the Northwest corner of said Section 4 bears North 45° 00' East 246.84 feet, North 25° 00' West 79.86 feet, North 48° 00' East 246.84 feet, North 25° 00' West 79.86 feet, North 48° 00' East 141.90 feet, North 67° 12' East 214.67 feet, North 35° 09' 30" East 437.6 feet and South 89° 22' West 733.9 feet; thence from said point of beginning along the boundary of said parcel of land the following ten (10) courses and distances: (1) South 24° 00' 00" East 312.18 feet, (2) South 07° 30' 00" East 123.42 feet, (3) South 08° 46' 30" East 103.55 feet, (4) South 28° 00' 00" East 242.22 feet, (5) South 28° 30' 00" West 132.00 feet, (6) South 44° 30' 00" West 215.16 feet, (7) South 37° 00' 00" West 112.20, (8) North 675.18 feet, (9) West 147.18 feet and (10) North 15° 00' 00" West 354.42 feet to a three-quarter inch capped iron pipe monument stamped L.S. 2651; thence along the centerline of a private road the following four courses and distances: (1) North 17° 08' 10" East 237.86 feet to a similar monument, (2) North 37° 58' 28" East 117.31 feet to a similar monument, (3) North 82° 22' 54" East 52.53 feet to a similar monument, and (4) North 53° 29' 11" East 146.45 feet to a similar monument; thence South 36° 55' 30" East, 127.15 feet to a one inch iron bar stamped XVIII; thence South 25° 00' 00" East 79.86 feet to a similar monument stamped XVII; thence South 45° 00' 00" West 246.84 feet to the point of beginning.

EXCEPTING THEREFROM that portion particularly described as follows:

BEGINNING at a 1 inch iron bar marked XVI from which the Northwest corner of said Section 4 bears North 45° 00' East 141.90 feet, North 67° 12' East 214.67 feet, North 35° 09' 30" East 437.6 feet, and South 89° 22' West 733.9 feet; thence from said point of beginning South 75° 13' 29" West 256.10 feet to a three-quarter inch capped iron pipe monument stamped L.S. 2651; thence along the centerline of a private road the following four courses and distances: (1) North 17° 08' 10" East 237.86 feet to a similar monument, (2) North 37° 59' 28" East 117.31 feet to a similar monument, (3) North 82° 22' 54" East 52.53 feet to a similar monument, and (4) North 53° 29' 11" East 146.45 feet to a similar monument; thence South 36° 55' 30" East 127.15 feet to a one inch iron bar stamped XVIII; thence South 25° 00' 00" East 79.86 feet to a similar monument stamped XVII; thence South 45° 00' 00" West 246.84 feet to the point of beginning.

RESERVING unto the Grantor, for the benefit of his remaining lands lying Northerly of the realty above described and being designated as Assessor's Parcel No. 049-010-50, a non-exclusive easement for road and public utility purposes, 25 feet in width, lying Southerly of and contiguous to the Northerly boundary of the realty hereby conveyed and extending Easterly along said boundary line 40 feet from the most Westerly terminus thereof (said point being the Northwest corner of said realty).

07/16/2004, 20040057598

