

**EL DORADO COUNTY BOARD OF SUPERVISORS****AGENDA ITEM TRANSMITTAL****Meeting of August 22, 2006****AGENDA TITLE:** Williamson Act Contracts WAC06-0002/WAC06-0003  
Rezone Z06-0009

(District II)

**DEPARTMENT:** Development Services/Planning**CONTACT:** Gregory L. Fuz/Tom Dougherty**DATE:** 8/3/2006**PHONE:** 7445/5875**DEPT SIGNOFF:****CAO USE ONLY:**

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:** Hearing to consider a request submitted by MICHAEL CHAZEN (Agent: Ed Keller) to amend existing Agricultural Preserve #3 (Assessor's Parcel Numbers 093-032-52/118.14 acres and 094-060-25/35.05 acres), establishing two separate agricultural preserves, and rezoning two acres (Assessor's Parcel Number 094-060-07) from Estate Residential Ten-acre (RE-10) to Exclusive Agricultural (AE) and adding said parcel to WAC06-0003. The properties are located on the north side of Perry Creek Road, approximately two miles east of the intersection with Fairplay Road, in the **Fairplay area**.

**RECOMMENDATION:** The Planning Commission recommends the Board take the following action: 1. Find the project exempt from the requirements of CEQA pursuant to Sections 15061(b) (3) and 15317 of the CEQA Guidelines; 2. Approve WAC06-0002/WAC06-0003 amending Agricultural Preserve No. 3 establishing two new separate agricultural preserves; and approve Z06-0009 rezoning (continued to next page)

**CAO RECOMMENDATIONS:**

Financial impact? ( ) Yes (X) No

**BUDGET SUMMARY:**

Total Est. Cost \_\_\_\_\_

**Funding**

Budgeted \_\_\_\_\_

New Funding \_\_\_\_\_

Savings \_\_\_\_\_

Other \_\_\_\_\_

Total Funding \_\_\_\_\_

**Change in Net County Cost** \_\_\_\_\_

Funding Source: ( ) Gen Fund ( ) Other

Other: \_\_\_\_\_

**CAO Office Use Only:**

4/5's Vote Required ( ) Yes ( ) No

Change in Policy ( ) Yes ( ) No

New Personnel ( ) Yes ( ) No

**CONCURRENCES:**

Risk Management \_\_\_\_\_

County Counsel \_\_\_\_\_

Other \_\_\_\_\_

**\*Explain****BOARD ACTIONS:** AUG 22 2006

Vote: Unanimous \_\_\_\_\_ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of  
an action taken and entered into the minutes of the  
Board of Supervisors

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

Attest: Cindy Keck, Board of Supervisors Clerk

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

**EL DORADO COUNTY  
BOARD OF SUPERVISORS  
AGENDA TRANSMITTAL  
MEETING OF August 22, 2006**

**Page 2, WAC06-0002/WAC06-0003  
Memo to Board of Supervisors  
August 3, 2006**

**REQUESTED BOARD ACTION (continued)**

Assessor's Parcel Number 094-060-07 from Estate Residential Ten-acre (RE-10) to Exclusive Agriculture (AE) for a two-acre parcel to be included in WAC06-0003, based on the findings listed on Attachment 1.

**DISCUSSION**

These applications were considered by the Planning Commission on June 8, 2006, and were recommended for approval on a 4-1 vote with Commissioner Machado voting no. There were no new significant issues discussed other than those in the staff report. The Board hearing on these applications was delayed as the applicant was in the process of preparing a boundary line adjustment which must record concurrently with the Williamson Act Contracts. The map for the boundary line adjustment has been submitted to the County Surveyor's Office and will record with the Contracts.

GLF:JCB:jcb

**ATTACHMENTS**

Attachment 1 – Findings for approval  
Attachment 2 – Minutes from Planning Commission hearing on June 8, 2006  
Staff Report

**Findings**

**1.0 CEQA FINDING**

1.1 The Planning Commission has determined that the proposed project will have no significant impact on the environment and is exempt from CEQA pursuant Sections 15061 (b) (3) of the CEQA Guidelines.

1.2 The documents and other materials which constitute the record of proceedings upon which this decision is based are in the custody of Planning Services at 2850 Fairlane Court, Placerville, CA.

**2.0 ADMINISTRATIVE FINDINGS**

**2.1 Zone Change**

2.1.1 In accordance with State law and pursuant to General Plan Policy 2.2.5.3, the County has evaluated the subject rezoning request based on the General Plan's general direction as to minimum parcel size or maximum allowable density and to assess whether changes in conditions are present that would support a higher density or intensity zoning district. The 19 specific criteria found within General Plan Policy 2.2.5.3 have been analyzed with regards to the above-referenced zone change request. Based on this analysis and the conclusions reached in the staff report, the Planning Commission recommends approval of the zone change request to the Board of Supervisors.

**2.2 General Plan**

2.1.1 It can be found that the proposal conforms to Policy 2.2.2.2 because the parcel currently identified by Assessor's Parcel Number 094-060-07 will be 37.81 acres when the related BLA06-0010 is approved. In addition, the parcel is currently involved in growing grapes for commercial uses and the rezone to Exclusive Agriculture for this two-acre section would only enhance the agricultural possibilities.

2.1.2 It can be found that the proposal conforms to Policy 2.2.5.2 because the establishment of a new zone designation of Exclusive Agriculture (AE,) and the ensuing uses it allows, are both consistent with the allowed uses intended by the Agricultural Lands (AL) land use designation and the Agricultural (A) overlay designation. The zone change to AE will not preclude the existing residence from being included within a future agricultural preserve, as long as the residence will be the only one within that preserve.

2.1.3 It can be found that the proposal conforms to Policy 2.2.5.3 because the proposal has been analyzed against the required nineteen points and a significant impact was not found.

2.1.4 It can be found that the proposal conforms to Policy 8.1.1.8 because the subject parcel is located within a Rural Region and the newly created 37.81-acre parcel created by the boundary line adjustment (094-060-07), will have 20 acres of vineyard and then all be related by zoning that will support the potential continued use for agricultural crops.

2.1.5 It can be found that the proposal conforms to Policy 8.1.4.1 because the El County Agriculture Commissioners have determined that the land is well suited for agricultural production by their approval of the boundary line adjustment on March 8, 2006, with the condition that two Williamson Act Contracts be established, and then by their subsequent approval of those contracts at their May 10, 2006, meeting.

### **Findings** - WAC06-0002 and WAC06-0003

#### **1.0 CEQA FINDING**

1.1 The proposed requests for Williamson Act Contracts has been found to be Categorically Exempt from CEQA pursuant to Section 15317 stating that, "Class 17 consists of the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area."

#### **2.0 ADMINISTRATIVE FINDINGS**

2.1 The subject parcels satisfy the County's criteria 1, 2, and 3 as contained in Resolution No. 188-2002 for the establishment of an Agricultural Preserve, as discussed in the staff report and pursuant to review by the El Dorado County Agriculture Commissioners.

## **FROM THE MINUTES OF JUNE 8, 2006**

### **9. WILLIAMSON ACT CONTRACT/REZONE (Public Hearing)**

a. **WAC06-0002/WAC06-0003 and Z06-0009** submitted by MICHAEL CHAZEN (Agent: Ed Keller) to amend existing Agricultural Preserve #3 (Assessor's Parcel Numbers 093-032-52/118.14 acres and 094-060-25/35.05 acres), establishing two separate agricultural preserves, and rezoning two acres (Assessor's Parcel Number 094-060-07) from Estate Residential Ten-acre (RE-10) to Exclusive Agriculture (AE) and adding said parcel to WAC06-0003. The properties are located on the north side of Perry Creek Road, approximately two miles east of the intersection with Fairplay Road, in the **Fairplay area**. (Categorically exempt pursuant to Sections 15061(b) (3) and 15317 of the CEQA Guidelines)

Tom Dougherty presented this item with a recommendation for approval.

Commissioner Chaloupka asked why they are going for two preserves rather than one. Mr. Dougherty said there are personal reasons involved. Commissioner Tolhurst said what we have is the potential for three wineries instead of one. Roger Trout said the request is for two preserves.

Charles Bishop, surveyor for the boundary line adjustment, was present and briefly explained the project.

Referring to an aerial photograph, Commissioner Tolhurst said one structure will be in the 200-foot setback area. What is that structure? Mr. Trout said only the two-acre parcel is not currently zoned AE. Regarding setbacks, there would be no new affects.

Steve Burton, Assistant Agricultural Commissioner, said whether it is one or two preserves it is a consolidation. Currently, there is a winery without five acres of grapes. The Agricultural Commission felt the boundary line adjustment was necessary. They would like to see the property stay under AE zoning in this area.

Valerie Zetner, representing the Farm Bureau, agreed with the staff report. Actually there would be the possibility of one less residence with the two acre parcel being included with one of the preserves.

Ken Greenwood said a new winery would be allowed here. There should be some environmental discussion. Using the General Rule exemption is a little shaky. There are impacts that are not being addressed. Mr. Greenwood asked if the Perry Creek Winery is under special use permit now; he said it is not, and they are increasing their operation.

There was no further input.

Referring to Exhibit F, Commissioner Chaloupka asked the location of the two-acre parcel. Mr. Trout said the exhibit is accurate.

ON MOTION OF COMMISSIONER MAC CREADY, SECONDED BY COMMISSIONER KNIGHT AND CARRIED BY THE FOLLOWING VOTE: AYES – COMMISSIONERS MAC CREADY, CHALOUPKA, TOLHURST, AND KNIGHT; NOES – COMMISSIONER MACHADO, IT WAS MOVED TO FORWARD A RECOMMENDATION THAT THE BOARD OF SUPERVISORS FIND THE PROJECT EXEMPT FROM THE REQUIREMENTS OF CEQA PURSUANT TO SECTIONS 15061(b) (3) AND 15317; APPROVE WAC 06-0002 AND WAC06-0003 AMENDING EXISTING AGRICULTURAL PRESERVE NO. 3 ESTABLISHING TWO NEW SEPARATE AGRICULTURAL PRESERVES; AND APPROVE Z06-0009 REZONING ASSESSOR'S PARCEL NUMBER 094-060-07 FROM ESTATE RESIDENTIAL TEN-ACRE (RE-10) TO EXCLUSIVE AGRICULTURE (AE), BASED ON THE FINDINGS PROPOSED BY STAFF.

## **EL DORADO COUNTY DEVELOPMENT SERVICES STAFF REPORT**

<b>Agenda of:</b>	June 8, 2006
<b>Item No.:</b>	9.a.
<b>Staff:</b>	Tom Dougherty

### **WILLIAMSON ACT CONTRACTS AND ZONE CHANGE**

**FILE NUMBER:** Z06-0009, WAC06-0002, and WAC06-0003

**APPLICANT:** Michael Chazen

**AGENT:** Ed Keller

**REQUEST:** Request to amend existing Agricultural Preserve No. 3 to establish two new separate agricultural preserves on 155 acres. There is also a request for a zone change from Estate Residential Ten-acre (RE-10) to Exclusive Agriculture (AE) for a two-acre parcel to be included in one of the preserves.

**LOCATION:** On the north side of Perry Creek Road, approximately two miles east of the intersection with Fair Play Road, in the Fair Play area. (Exhibit A)

**APN:** 094-060-07, -25, and 093-032-52

**ACREAGE:** 155.19 acres

**GENERAL PLAN:** Agricultural Lands (AL) with an Agricultural (A) overlay. (Exhibit B)

**ZONING:** Estate Residential Ten-Acre (RE-10) (Exhibit C)

**ENVIRONMENTAL DOCUMENT:** Exempt from the requirements of CEQA pursuant to Sections 15061 b (3) and 15317 of the CEQA Guidelines

**SUMMARY RECOMMENDATION:** Recommend approval

**BACKGROUND:** The two-acre parcel (Assessor's Parcel Number 094-060-07) was created in 1976, and the zone district of Estate Residential Ten-acre was established by the South County Area Plan on January 14, 1983.

The applicant currently has an existing Agricultural Preserve (No. 3) with a total of 153.19 acres involving Assessor's Parcel numbers 093-032-52 and 094-060-25. This preserve was established by El Dorado County Board of Supervisors Resolution No. 190-88 on June 21, 1988. The property has historically been used for grazing, orchards, and growing grape vines.

When the three parcels are realigned, their acreage will be redistributed, and two agricultural preserves will be created, one involving the two parcels most westerly (labeled A and C) and one with the parcel most easterly (labeled B) as shown on Exhibit F.

### STAFF ANALYSIS

**Request:** The creation of two agricultural preserves, from one existing preserve, as required by the conditions of approval for Boundary Line Adjustment BLA06-0010. This boundary line adjustment seeks to relocate the property lines of the three subject parcels in order to facilitate this creation. The configurations of the existing parcels, pre boundary line adjustment are shown in exhibits A thru D. The configurations of the parcels, post boundary line adjustment are shown in Exhibits E and F. The following table breaks down the pre and post boundary line adjustment acreages:

	Pre-Boundary line Adjustment	Post Boundary Line Adjustment
<b>Parcel A:</b> AE and Agricultural Preserve No. 3; current APN 093-032-52.	117 acres; 67.5 acres of vineyard; 4,500 square foot single-family residence.	73.37 acres; 43.30 acres of vineyard; 4,500 square foot single-family residence (part of new agricultural preserve, WAC06-0002).
<b>Parcel B:</b> RE-10 and current APN 094-060-07.	Two acres; no vineyard; 2,300 square foot single-family residence.	37.81 acres; 13 acres of vineyard; 2,300 square foot single-family residence (independent new agricultural preserve WAC06-0003).
<b>Parcel C:</b> AE and Agricultural Preserve No. 3; current APN 094-060-25.	37 acres; 2.5 acres of vineyard, winery.	44.01 acres; 10.77 acres vineyard, winery (part of new agricultural preserve, WAC06-0002).

**Site Description:** The two-acre RE-10 zoned area proposed to be changed to AE currently contains a 2300 square foot single-family residence built in 1969 and contains primarily annual grasses. The southernmost parcel, Assessor's Parcel Number 094-060-25, is the site of the Perry Creek Winery and contains annual grasses, interior live oaks (*Quercus wislizenii*), blue oaks (*Quercus douglasii*), and 2.5 acres of vineyard. The northernmost parcel Assessor's Parcel Number 093-032-52 contains predominately vineyards with a small amount of interior live oaks (*Quercus wislizenii*) and blue oaks (*Quercus douglasii*) in the northeast section of the parcel.

**Adjacent Land Uses:** The following reflects only the two-acre, RE-10 zoned parcel identified by Assessor's Parcel Number 094-060-07.



	<b>Zoning</b>	<b>General Plan</b>	<b>Land Use/Improvements</b>
<b>Site</b>	<b>RE-10</b>	AL/A	Residential, ranching, agriculture
<b>North</b>	<b>AE</b>	AL/A	Residential, ranching, agriculture
<b>South</b>	<b>AE</b>	AL/A	Residential, ranching, agriculture
<b>East</b>	<b>AE</b>	AL/A	Residential, ranching, agriculture
<b>West</b>	<b>AE</b>	AL/A	Residential, ranching, agriculture

**Discussion:** The two-acre RE-10 zoned area is entirely surrounded by Exclusive Agricultural (AE) zoned property and Agricultural Lands General Plan designated parcels used to support the growing of wine grapes. The rezone of this two-acre RE-10 area to AE will not create any land use conflicts, since the proposed boundary line adjustment will result in expanding the parcel to 37 acres and creating an independent agricultural preserve.

**General Plan:** The General Plan designates the subject parcel as Agricultural Lands. This designation is applied to lands described in Policy 8.1.1.8. A maximum of two residential dwellings used to support the agricultural use are typically allowed. Williamson Act Contracts however allow only one residential dwelling for each contract. Additionally, the following General Plan policies apply to this project:

**Policy 2.2.2.2:** “The purpose of the Agricultural District (-A) overlay designation is to identify the general areas which contain the majority of the County’s federally designated prime, State designated unique or important, or County designated locally important soils (collectively referred to as “choice” agricultural soils) and which the Board of Supervisors has determined should be preserved primarily for agricultural uses. This designation does not imply any restrictions on agricultural uses in areas not designated specifically as an Agricultural District but only serves to identify agriculture as the principal activity and to discourage incompatible uses such as higher density residential use.”

**Discussion:** The two proposed Agricultural Preserves, rezoning of Assessor’s Parcel Number 094-060-07 to AE, and the recordation of BLA06-0010 will be consistent with Policy 2.2.2.2 in that the resultant parcels will be 20 acres or more. The parcel is currently involved in growing grapes for commercial uses, and the rezone to Exclusive Agriculture for this two-acre section would only enhance the agricultural possibilities.

**Policy 2.2.5.2:** “All applications for discretionary projects or permits including, but not limited to, General Plan amendments, zoning boundary amendments, tentative maps for major and minor land divisions, and special use permits shall be reviewed to determine consistency with the policies of the General Plan. No approvals shall be granted unless a finding is made that the project or permit is consistent with the General Plan.”

**Discussion:** The subject application includes a zone change request to AE for a two-acre parcel. The establishment of a new zone designation of Exclusive Agriculture (AE) and the ensuing uses it allows is consistent with the allowed uses intended by the Agricultural Lands (AL) land use designation and the Agricultural (A) overlay designation. The zone change to AE will not preclude the existing residence from being included within a future agricultural preserve as long as it is the only residence within that preserve.

**Policy 2.2.5.3:** The County shall evaluate future rezoning: (1) To be based on the General Plan's general direction as to minimum parcel size or maximum allowable density; and (2) To assess whether changes in conditions that would support a higher density or intensity zoning district. The specific criteria to be considered include; but are not limited to, the following:

1. "Availability of an adequate public water source or an approved Capital Improvement Project to increase service for existing land use demands;"

**Discussion:** There is an existing well serving the subject parcel, and the rezone of this two-acre area from residential to agriculture will not directly increase water demands currently supplied by an existing well.

2. "Availability and capacity of public treated water system;"

**Discussion:** There is no public treated water system available. The subject parcel is served by an existing well.

3. "Availability and capacity of public waste water treatment system;"

**Discussion:** Public wastewater is not available in this rural region. A septic system exists on the subject parcel.

4. Distance to and capacity of the serving elementary and high school;"

**Discussion:** As the proposed rezone will not change the existing residential use of the existing single-family dwelling, it will not impact elementary and high school enrollment.

5. "Response time from the nearest fire station handling structure fires;"

**Discussion:** The Pioneer Fire Protection District is responsible for providing fire protection to the subject site. The rezoning of the project area will not increase the response time needed for the existing residence that has held the same location since 1969.

6. "Distance to nearest Community Region or Rural Center;"

**Discussion:** The project site is located approximately 1.2 miles northwest of the Rural Center of Fairplay. The project area is surrounded by compatible land uses.

7. "Erosion hazard;"

**Discussion:** The *Soil Survey of El Dorado Area, California, 1974*, did not indicate that the project site was located on expansive soil or prone to any erosion hazards. The project is not located in an area with significant topographic variation in slope.

8. "Septic and leach field capability;"

**Discussion:** The project area will be served by the existing septic system used by the current single-family residence.

9. "Groundwater capability to support wells;"

**Discussion:** The project area will be served by the existing well used by the current single-family residence.

10. "Critical flora and fauna habitat areas;"

**Discussion:** The rezoning of the subject two-acre area to AE would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. The subject parcel has no identified biological resources pursuant to the Important Biological Resources Map located in Planning Services.

11. "Important timber production areas;"

**Discussion:** The project is not located in or near an important timber production area.

12. "Important agricultural areas;"

**Discussion:** The project approval would potentially allow the enhancement of the surrounding important agricultural area.

13. "Important mineral resource areas;"

**Discussion:** The project will not impact an important mineral resource area.

14. "Capacity of the transportation system serving the area;"

**Discussion:** The approval of the zone change of the two-acre section from Estate Residential Ten-acre to AE will not change or allow any additional traffic impact not potentially allowed by the current zoning primarily because of the size of the subject area.

15. “Existing land use patterns;”

**Discussion:** The project area is surrounded by agricultural uses. Staff has determined that the proposed project is consistent with existing land use patterns within the project area.

16. “Proximity to perennial water course;”

**Discussion:** The United States Department of the Interior National Wetlands Inventory Map for the project area was reviewed to determine if any identified wetland or riparian habitat areas exist on or adjacent to the project site and none were found.

17. “Important historical/archeological sites;”

**Discussion:** There is an existing single-family residence that has been in existence since 1969. The rezone to AE will not allow any potential impacts to the land that are not currently allowed.

18. “Seismic hazards and present active faults; and”

**Discussion:** As shown in the Division of Mines and Geology publication Fault Rupture Hazard Zones in California, there are no Alquist-Priolo Special Studies Zones mapped in El Dorado County. The impacts from fault ruptures, seismically induced ground shaking, or seismic ground failure or liquefaction are considered to be less than significant. Any potential impact caused by locating new buildings in the project area will be offset by the compliance with the Uniform Building Code earthquake standards.

19. “Consistency with existing Conditions, Covenants, and Restrictions.”

**Discussion:** The proposed project is not under constraints of CC&Rs.

**Policy 8.1.1.8:** “Lands assigned the Agricultural Land (AL) designation shall be of sufficient size to sustain agricultural use and should possess one or more of the following characteristics:”

- A. “Are currently under a Williamson Act or Farmland Security Zone Contract;
- B. Contain the characteristics of choice agricultural land (i.e., contain choice agricultural soils and/or contain Prime Farmland, Farmland of Statewide Importance, Unique Farmland, or Locally Important Farmland); or
- C. Are under cultivation for commercial crop production or are identified as grazing land;”

“And one of the following:

- 1. Are located in the county’s Rural Region; or

2. The County Department of Agriculture has determined that the land is well suited for agricultural production.”

**Discussion:** Amending Agricultural Preserve #3 to create two new Agricultural Preserves, rezoning the two-acre RE-10 parcel to AE, and recordation of BLA06-0010 will be consistent with Policy 8.1.1.8, because all parcels will be under Williamson Act Contracts, contain choice and/or contain commercial crops, and are located within the County’s Rural Regions.

**Policy 8.1.4.1:** “The County Agricultural Commission shall review all discretionary development applications and the location of proposed public facilities involving land zoned for or designated agriculture, or lands adjacent to such lands, and shall make recommendations to the reviewing authority. Before granting approval, a determination shall be made by the approving authority that the proposed use:”

- A. “Will not intensify existing conflicts or add new conflicts between adjacent residential areas and agricultural activities; and
- B. Will not create an island effect wherein agricultural lands located between the project site and other non-agricultural lands will be negatively affected; and
- C. Will not significantly reduce or destroy the buffering effect of existing large parcel sizes adjacent to agricultural lands.”

**Discussion:** The El County Agriculture Commission has determined that the land is well suited for agricultural production by their approval of the boundary line adjustment on March 8, 2006, with the condition that two Williamson Act Contracts be established, and then by their subsequent approval recommendation for those contracts at their May 10, 2006, meeting.

**Policy 8.1.3.1:** “Agriculturally zoned lands including Williamson Act Contract properties (i.e., lands within "agricultural preserves") shall be buffered from increases in density on adjacent lands by requiring a minimum of 10 acres for any parcel created adjacent to such lands. Those parcels used to buffer agriculturally zoned lands shall have the same width to length ratio of other parcels.”

**Discussion:** All of the 155.19 acres involved in the three subject applications are currently zoned AE, except for the two acre area subject of Z 06-0009. Approval of Z06-0009 would change that area to AE. That rezone would not induce any agricultural setbacks because that area has been an island of RE-10 entirely surrounded by AE.

**Policy 8.1.4.1:** “The County Agricultural Commission shall review all discretionary development applications and the location of proposed public facilities involving agricultural district and Williamson Act Contract land, or lands adjacent to such lands, and shall make recommendations to the reviewing authority. Before granting approval, a determination shall be made by the approving authority that the proposed use:

- A. Will not intensify existing conflicts or add new conflicts between adjacent residential areas and agricultural activities; and
- B. Will not create an island effect wherein agricultural lands located between the project site and other non-agricultural lands will be negatively affected; and
- C. Will not significantly reduce or destroy the buffering effect of existing large parcel sizes adjacent to agricultural lands.”

**Discussion:** On May 10, 2006, the Agricultural Commission found the project consistent with the criteria of Policy 8.1.4.1, and recommended approval of the project. The proposed project will result in the division of existing Agricultural Preserve No. 3 into two separate Agricultural Preserves. The Agricultural Commission noted that the proposal will create two agricultural preserves, one 117.38 acres, and the other 37.81 acres.

**Policy 8.2.4.1:** “Programs shall be developed that provide tax benefits and enhance competitive capabilities of farms and ranches, thereby ensuring long-term conservation, enhancement, and expansion of viable agricultural lands. Examples include, but are not limited to the following:

- A. Support and allow private organizations to utilize conservation easements or other appropriate techniques for voluntarily restricting land to agricultural uses only.
- B. Continued use of Williamson Act Contracts (agricultural preserves).
- C. Formation of land trusts to preserve agricultural lands.
- D. Make available voluntary purchase or transfer of development rights from agricultural areas to appropriate non-agricultural areas.”

**Discussion:** The project is consistent with Policy 8.2.4.1 through the request for the modification and continued use of a Williamson Act Contract.

**Conclusion:** As discussed above, staff finds that the project, as proposed, conforms to the General Plan.

**Zoning:** Pursuant to Section 17.36.070, the Exclusive Agriculture Zone District shall apply only to those lands subject to the Land Conservation Act of 1965. The subject parcels are presently zoned AE since being encumbered under Agricultural Preserve No. 3. Section 17.36.070 (D) allows the placement of one dwelling unit within each agricultural preserve. The effect of this proposal to create this agricultural preserve would allow one house within each contract which is consistent with Zoning.

Section 17.36.090.C requires a minimum parcel size of 20 acres. Each of the newly created agricultural preserves would meet this minimum.

**Williamson Act Criteria:** The Agricultural Commission reviewed the requested Williamson Act Contracts at their regularly scheduled meeting on May 10, 2006. At this meeting, the Agricultural Commission reviewed the three primary criteria outlined in Resolution No. 188-2002 for establishment of an Agricultural Preserve. These three criteria are:

1. There shall be a minimum capital outlay for agricultural improvements in the minimum total sum of \$45,000 excluding the applicant's residence and original cost of the land.

WAC06-0002 Discussion: The Agriculture Department provided a summarized expense sheet showing the payment of costs for agricultural improvements. Expenses for agricultural improvements consisted of fencing and a well. Total capital outlay was shown to be \$1,265,000 which exceeds the minimum of \$45,000.

WAC06-0003 Discussion: The Agriculture Department provided a summarized expense sheet showing the payment of costs for agricultural improvements. Expenses for agricultural improvements consisted of fencing and a well. Total capital outlay was shown to be \$170,000 which exceeds the minimum of \$45,000

2. The minimum acreage shall be 20 contiguous acres for "intensive farming operations".

WAC06-0002 Discussion: The subject parcels consist of 117 contiguous acres total, post boundary line adjustment.

WAC06-0003 Discussion: The subject parcel consists of 37.81 acres total, post boundary line adjustment.

3. High intensive farming operations shall produce a minimum gross income of \$13,500.

WAC06-0002 Discussion: Current gross income for turning grapes into wine is \$151,389.

WAC06-0003 Discussion: Current gross income for grapes into wine is \$35,000.00.

**Conclusion:** Since all required findings were made for the requested Williamson Act Contracts, the Agricultural Commission recommended approval of WAC06-0002 and WAC06-0003.

**Agency and Public Comments:** The following agencies were asked to provide comments on this application:

El Dorado County Agricultural Commission  
El Dorado County Assessor's Office

Copies of their written comments are available at the Planning Services office. From these comments, the following issues were raised:

**El Dorado County Agricultural Commission:**

The El Dorado County Agricultural Commissioners reviewed the BLA06-0010 at their March 8, 2006 meeting and recommended approval of the boundary line adjustment if the resultant parcels were put into two Agricultural Preserves. Presently, it is a condition of approval for that boundary line adjustment that the contracts are approved before the boundary line adjustment can be finalized. At their May 10, 2006, meeting, the Agricultural Commission found the applicant's request to amend existing Agricultural Preserve No. 3 to establish two new Agricultural Preserves meets all the criteria, and they recommend approval for WAC06-0002 and WAC06-0003.

At the time of the preparation of this report, staff had not received any comments from the public. New issues may arise as a result of the public notice of the hearing which will be discussed at that time.

**ENVIRONMENTAL REVIEW**

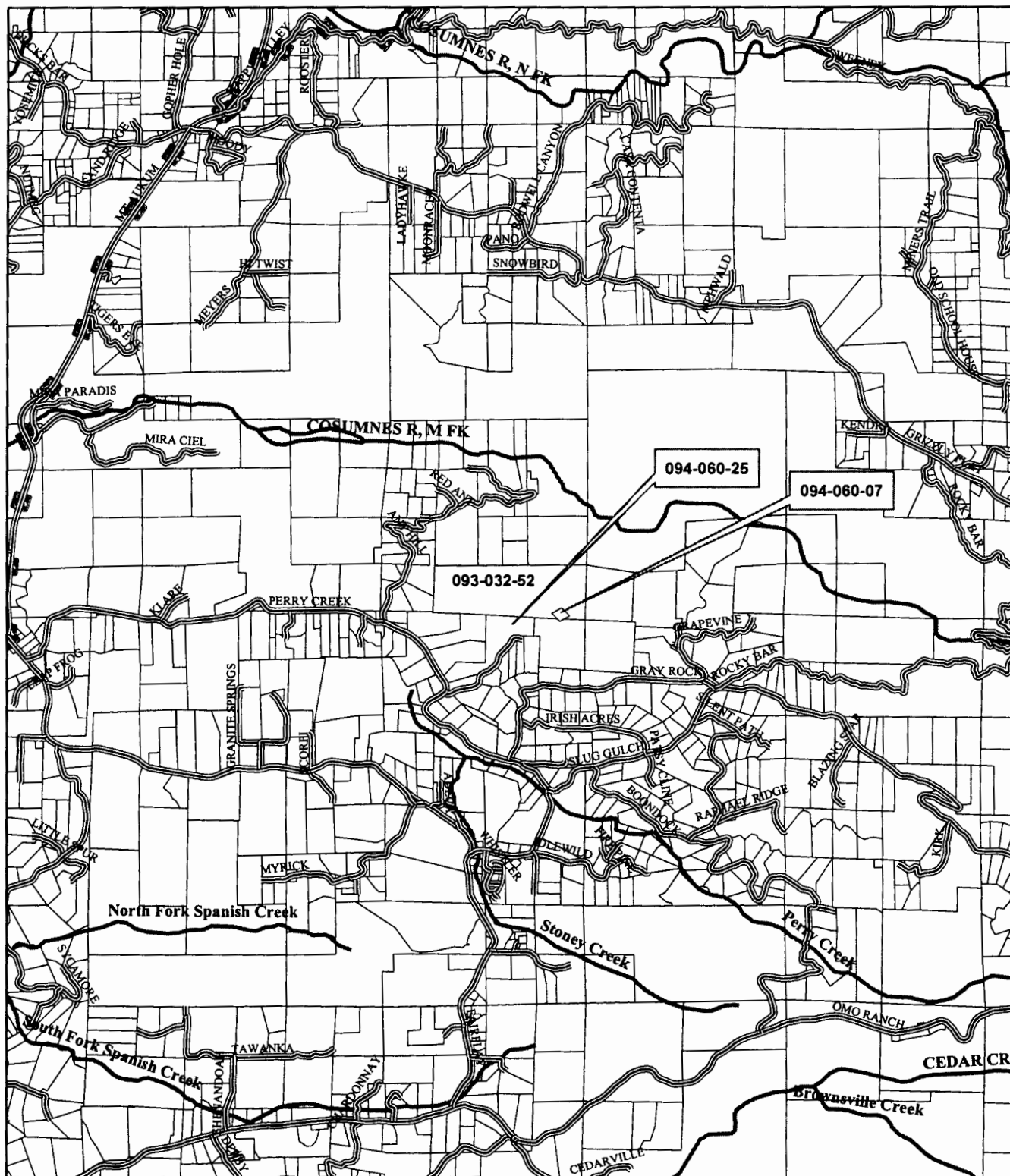
This zone change request has been found to be Exempt from the requirements of CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines which states the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. The existing uses of the parcels that completely surround the two-acre area subject to the rezoning request currently support ranch marketing and winery operations. The existing dwelling on the subject parcel would then be included within a 37.81-acre agricultural preserve. The rezoning of the two acres would not, in and of itself, create additional significant environmental impacts, nor allow any new conflicting uses with the surrounding parcels.

Section 15317 exempts the Williamson Act Contracts and the establishment of agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area. Pursuant to Resolution No. 240-93, a \$35.<sup>00</sup> processing fee is required by the County Recorder to file the Notice of Exemption.

**RECOMMENDATION:** Recommend approval



# Vicinity



0 0.3 0.6 1.2  
Miles

File Nos. Z06-0009, WAC 06-0002 and 06-0003

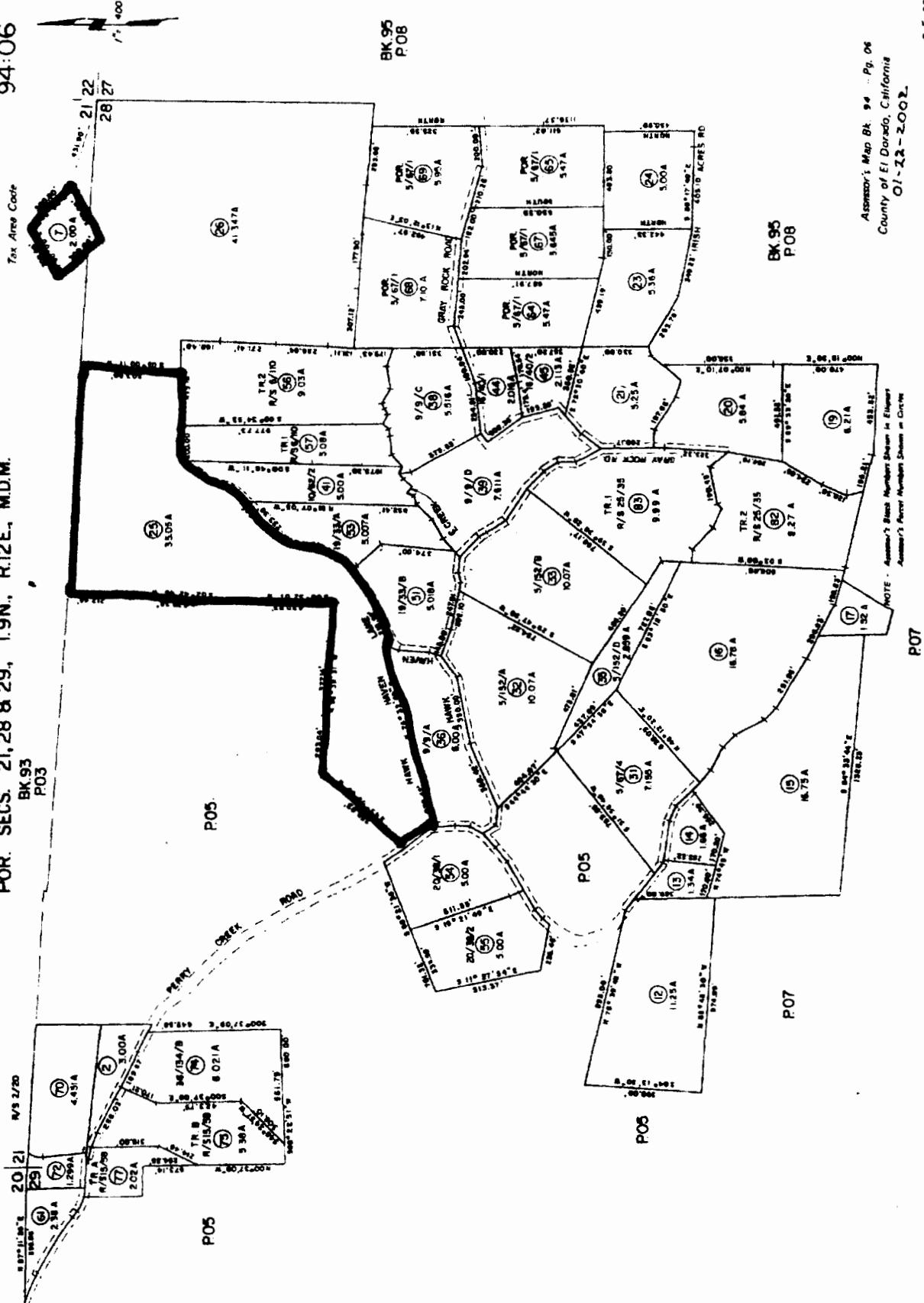
**Exhibit A**

**Pre-BLA Parcel Boundaries**

94:06

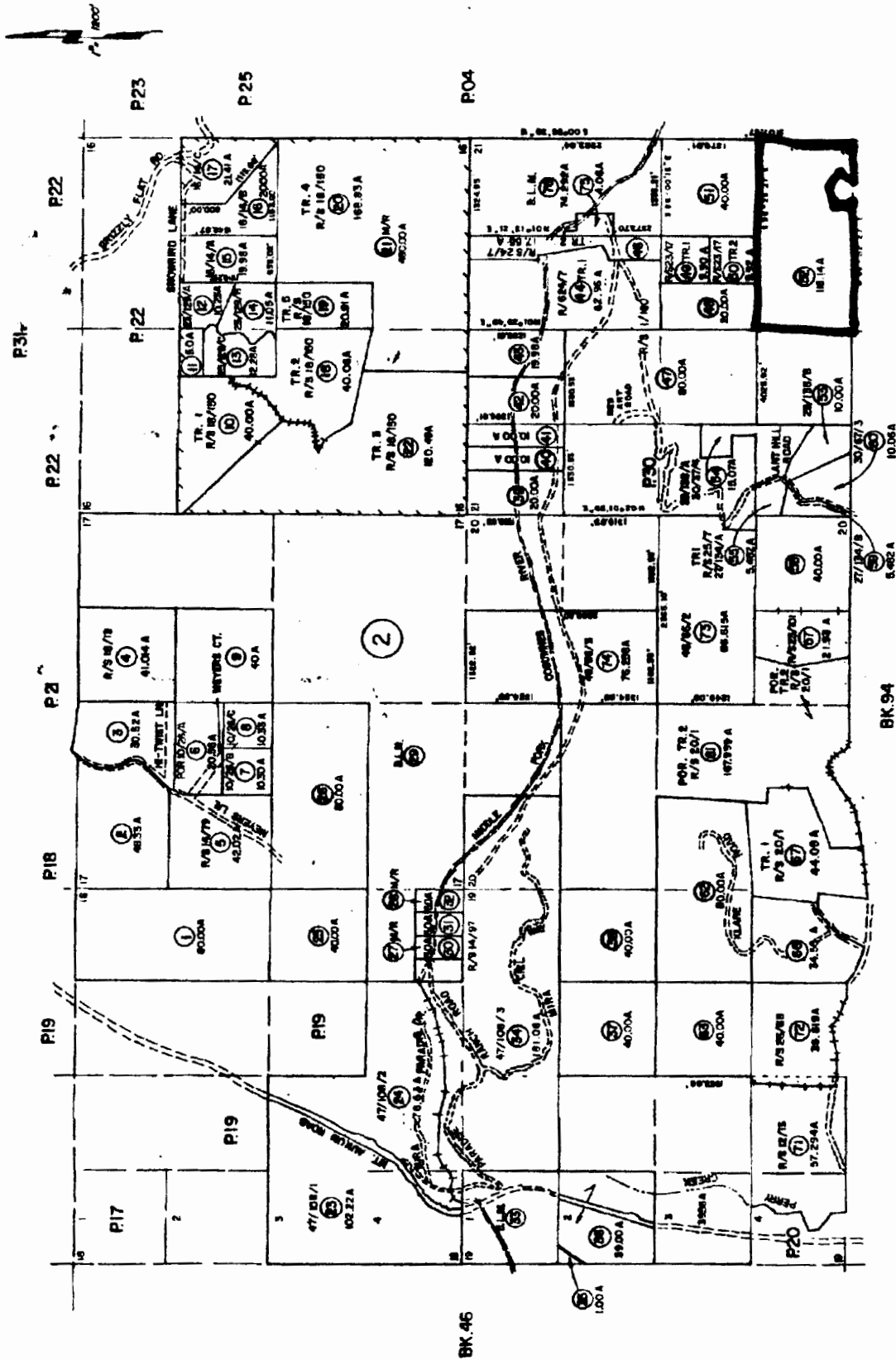
POR. SECS. 21, 28 & 29, T.9N., R.12E., M.D.M.

BK.93  
P03



93:03

**Tax Area Code**



Assessor's Map Bk. 93 - Pg. 03  
County of El Dorado, California

APR 28 2 00 PM '65

**Answer's Start Numbers Shown In Squares**  
**Answer's Final Numbers Shown In Circles**

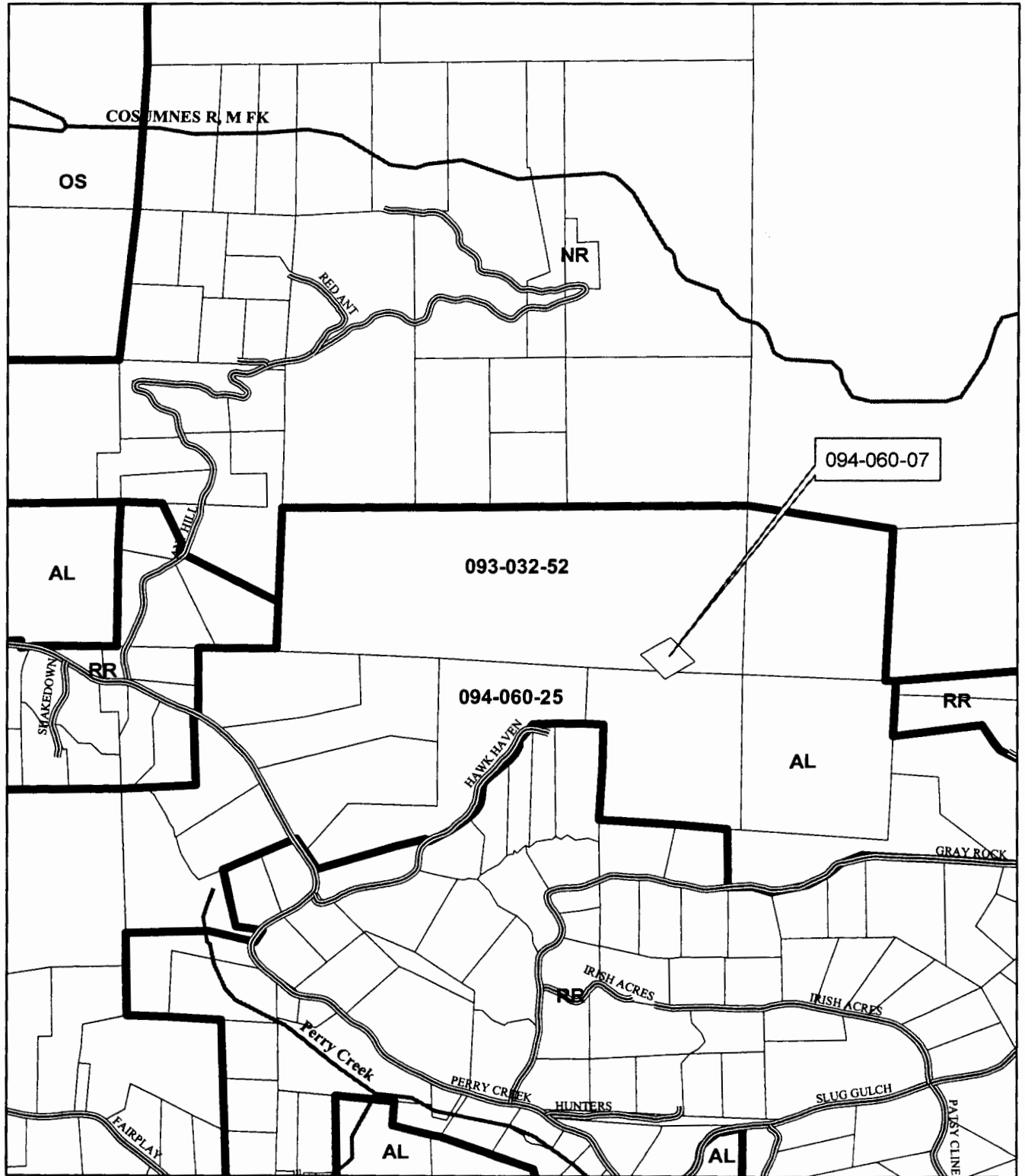
THIS MAP IS NOT A SURVEY, it is prepared by the El Dorado Co Assessor's office for assessment purposes only.

## Pre-BLA Parcel Boundaries

Exhibit B2

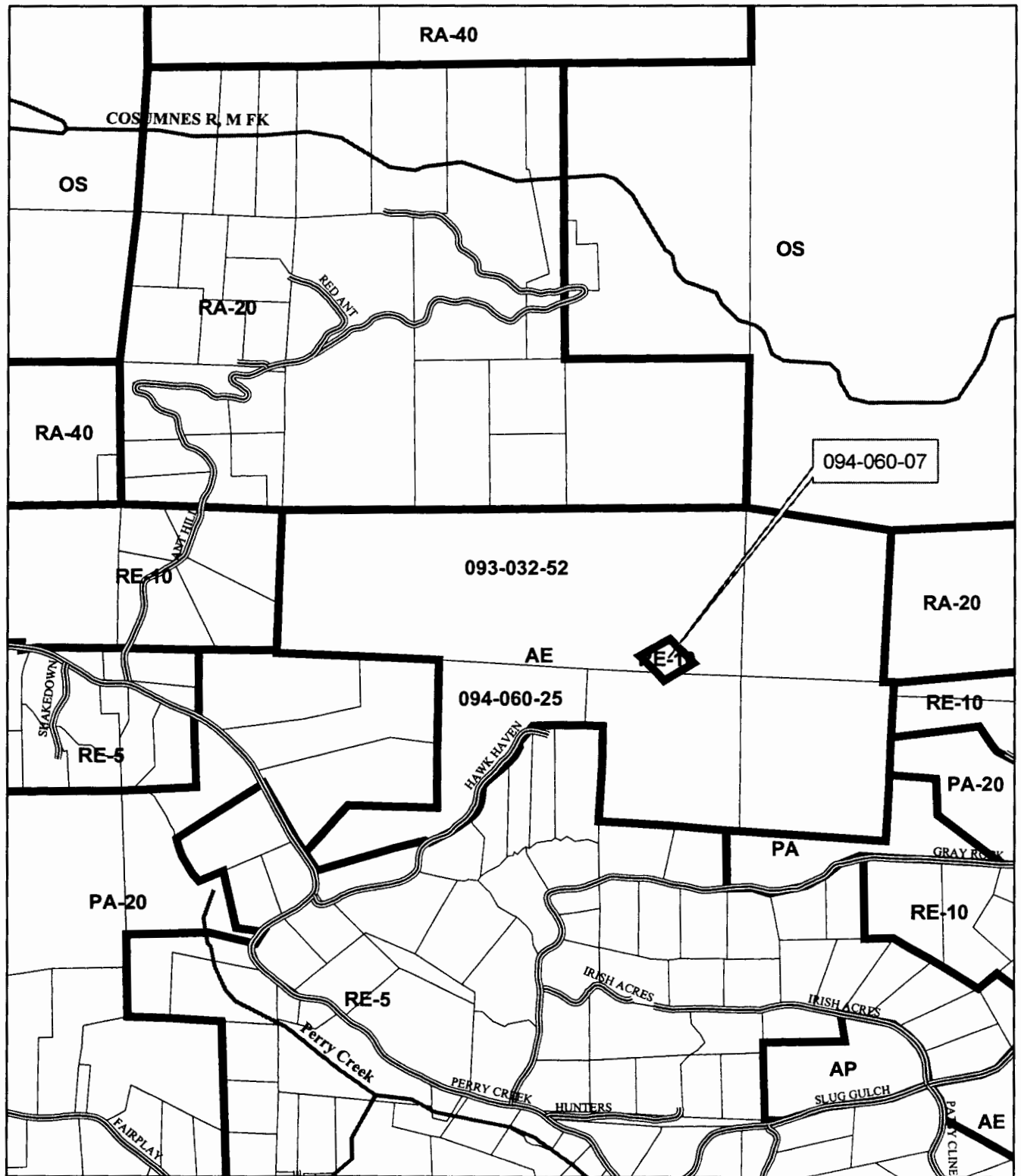
**WAC 06-0003**

# Gneral Plan Land Use



AL = Agricultural Lands  
RR = Rural Residential

# Zoning



0 495 990 1,980  
Feet

AE = Exclusive Agriculture  
PA = Planned Agriculture  
AP = Adopted Plan  
RE-5 = Estate Residential Five-Acre  
RE-10 = Estate Residential Ten-Acre  
RA-20 = Residential Agricultural 20-Acre  
PA-20 = Planned Agriculture 20-Acre

File Nos. Z06-0009, WAC 06-0002 and 06-0003

**Exhibit D**

**Pre-BLA Parcel Boundaries**





**Exhibit F**







**RESOLUTION NO.**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**WHEREAS**, the El Dorado County Planning Commission, at a meeting held June 8, 2006, recommended the establishment of an agricultural preserve as set forth herein; and

**WHEREAS**, on July 11, 2006, this Board held a public hearing after notice thereof, as provided by law, on said recommendation of the Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of El Dorado that this Board does hereby establish the following agricultural preserve comprising the Assessor's Parcel Numbers as set forth herein:

<u>Preserve No.</u>	<u>Owner</u>	<u>Parcel Nos.</u>	<u>Acres</u>	<u>Area</u>
302	Chazen, Michael	093-032-52*	118.14	Fairplay
		and		
		094-060-07*	2.0	Fairplay

\*Parcels A and C of attached parcel map. New parcel numbers will be assigned with recording of Boundary Line Adjustment BLA06-0010.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by the following vote of said Board:

**Attest:**  
Cindy Keck  
Clerk of the Board of Supervisors

**Ayes:**

**Noes:**  
**Absent:**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**I CERTIFY THAT:**  
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

**DATE:** \_\_\_\_\_

**Attest:** CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

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

PARCEL MAP  
PORTIONS OF THE S 1/2 OF THE S 1/2  
OF SECTION 21 AND THE N 1/2 OF  
SECTION 28, T. 9 N., R. 12 E., M.D.M.  
COUNTY OF EL DORADO, STATE OF CALIFORNIA  
CHARLES E. BISHOP 155638 JULY 2006

SURVEYOR'S STATEMENT

TWO MAPS PREPARED BY ME OR UNDER MY DIRECTION AND I  
BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL  
ORDINANCE AT THE REQUEST OF MICHAEL CHAZEN  
ON JANUARY 2006. I HEREBY STATE THAT THIS PARCEL  
MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR  
CONDITIONALLY APPROVED TENTATIVE MAP IF ANY. ALL  
MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE  
POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE  
THE SURVEY TO BE REPEATED.

CHARLES E. BISHOP 155638 3-31-07  
LICENSE EXPIRES

NOTE

KEEPER TO DOCUMENT NO. \_\_\_\_\_ FOR  
THE CONSENT OF ALL PARTIES HAVING RECORD  
TITLE INTEREST.

DEVELOPMENT SERVICES DIRECTOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF  
SECTION 66012 (d) AND 66407 OF THE SUBDIVISION  
MAP ACT.  
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
GREGORY L. FLEE  
DEVELOPMENT SERVICES DIRECTOR  
COUNTY OF EL DORADO, CALIFORNIA  
PRINCIPAL PLANNER  
COUNTY OF EL DORADO, CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I HAVE EXAMINED THE MAP. THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY  
THE SAME AS IT APPEARED ON THE TENTATIVE MAP IF REQUIRED AND  
ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF  
CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL  
ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE  
TENTATIVE MAP IF REQUIRED HAVE BEEN COMPLIED WITH.  
I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATED \_\_\_\_\_

RAUEL S. RICHARD 15 9017 12-31-07  
COUNTY SURVEYOR  
COUNTY OF EL DORADO, CALIFORNIA  
LICENSE EXPIRES

BY: \_\_\_\_\_  
RICHARD L. BRINER 15 9084 6-30-07  
DEPUTY SURVEYOR  
COUNTY OF EL DORADO, CALIFORNIA  
LICENSE EXPIRES

COUNTY RECORDER'S CERTIFICATE

I, WILLIAM E. SCHULTZ, HEREBY CERTIFY THAT FIRST AMERICAN TITLE CO  
SUBDIVISION \_\_\_\_\_ MAP GUARANTEE NO. \_\_\_\_\_ WAS FILED WITH  
THIS OFFICE AND THAT THIS PARCEL MAP WAS ACCEPTED FOR RECORD AND  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006 AT \_\_\_\_\_  
IN BOOK \_\_\_\_\_ OF PARCEL MAPS AT PAGE \_\_\_\_\_ AT THE  
REQUEST OF MICHAEL CHAZEN

WILLIAM E. SCHULTZ  
COUNTY RECORDER, CLERK  
COUNTY OF EL DORADO, CALIFORNIA  
DOCUMENT NO. \_\_\_\_\_

BY: \_\_\_\_\_  
DEPUTY

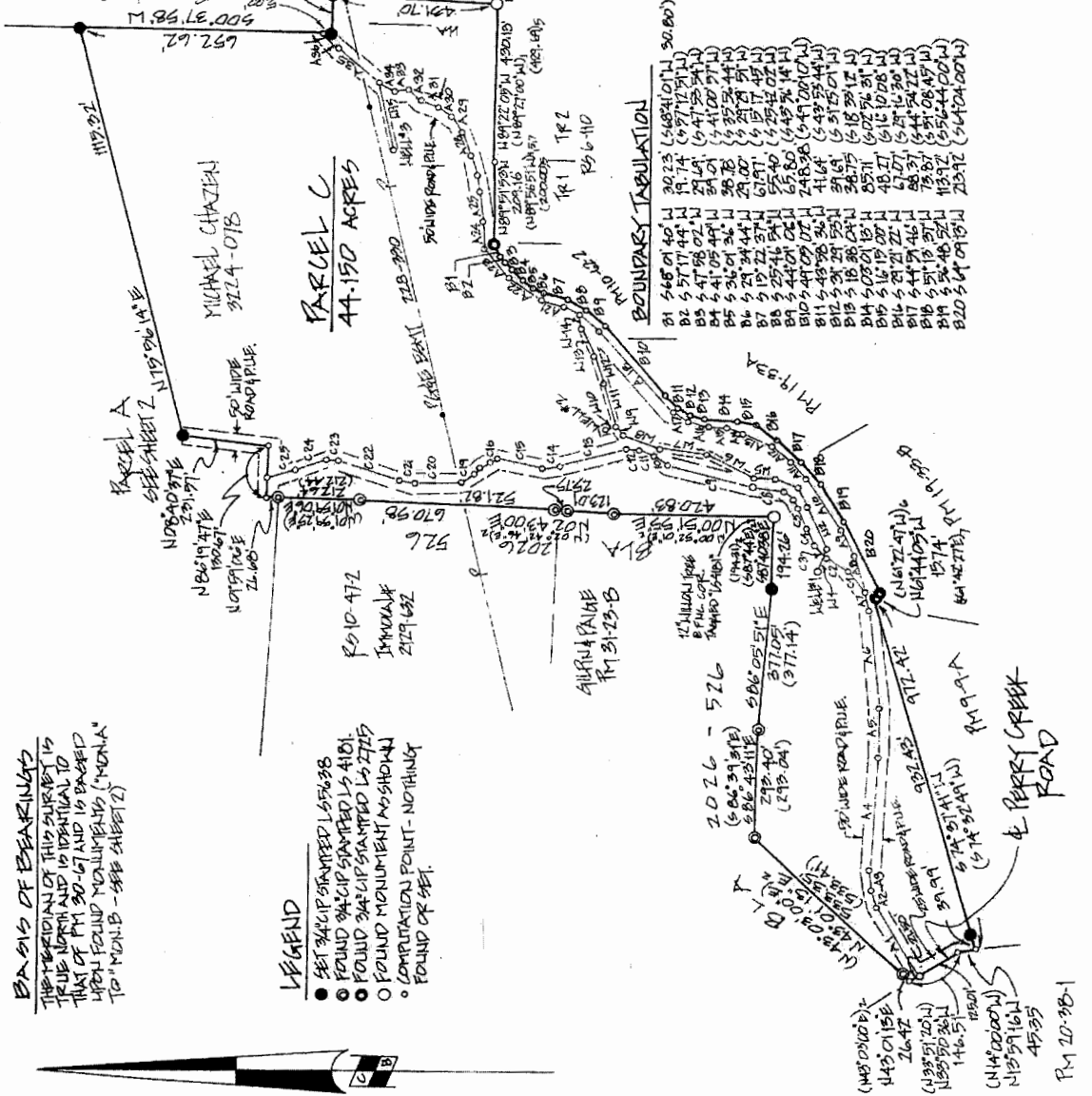


# PARCEL MAP PORTIONS OF THE S 1/2 OF THE S 1/2 OF SECTION 21 AND THE N 1/2 OF SECTION 28, T. 9 N., R. 12 E., M. 10 N. COUNTY OF EL DORADO, STATE OF CALIFORNIA JULY 2006 SCALE: 1" = 200'

**BASIS OF BEARINGS**  
THE PORTION OF THIS SURVEY IS  
TRUE NORTH AND IS IDENTICAL TO  
THAT OF PM 30-67 AND IS BASED  
UPON FOUND MONUMENTS (MONA  
TO MONB - SEE SHEET 2)

## **LEGEND**

- SET BACK STAMPED 155638
- FOUND BACK STAMPED 155638
- FOUND BACK STAMPED 155638
- FOUND MONUMENT AS SHOWN
- COMPUTATION POINT - NOTHING FOUND OR SET



## **TABULATION** FOR 50' WIDE ROAD RULE

C1	N 50° 21' 37" E	78.13'
C2	N 34° 24' 48" E	65.35'
C3	N 45° 06' 10" E	45.76'
C4	N 63° 18' 01" E	45.24'
C5	N 10° 41' 35" E	55.98'
C6	N 64° 04' 35" E	30.07'
C7	N 41° 04' 48" E	86.79'
C8	N 08° 20' 25" E	30.07'
C9	N 15° 37' 02" E	22.702'
C10	N 31° 55' 13" E	45.45'
C11	N 22° 04' 42" E	40.44'
C12	N 08° 54' 44" E	35.25'
C13	N 14° 57' 06" E	18.218'
C14	N 16° 16' 22" E	51.05'
C15	N 16° 33' 52" E	120.01'
C16	N 17° 46' 44" E	32.16'
C17	N 24° 47' 04" E	32.04'
C18	N 47° 31' 30" E	23.45'
C19	N 33° 54' 37" E	40.12'
C20	N 00° 35' 21" E	120.90'
C21	N 10° 24' 25" E	57.35'
C22	N 17° 09' 31" E	172.26'
C23	N 00° 40' 07" E	31.65'
C24	N 19° 15' 18" E	78.05'
C25	N 11° 05' 34" E	71.52'

## **TABULATION** FOR 20' WIDE WATERLINE BASED ON THE SURVEY OF PARCELS A, B AND C

M1	S 76° 34' 15" E	77.02'
M2	N 69° 24' 41" E	126.13'
M3	N 53° 13' 14" E	47.75'
M4	N 28° 21' 19" E	60.17'
M5	N 07° 08' 19" E	56.11'
M6	N 16° 31' 02" E	131.57'
M7	N 18° 06' 28" E	128.64'
M8	N 21° 51' 54" E	102.66'
M9	N 54° 24' 42" E	31.49'
M10	N 15° 20' 07" E	29.64'
M11	N 73° 55' 44" E	11.010'
M12	N 70° 59' 12" E	74.21'
M13	N 68° 44' 04" E	83.15'
M14	N 67° 45' 21" E	46.76'
M15	N 65° 11' 44" E	159.52'

RECEIVED

AUG 8 3 2006

EL DORADO COUNTY  
SURVEYOR

EXISTING NEIGHBOR'S PARCEL N.B.: 093-032-32, 094-040-060-25

SHEET 3 OF 3

March 14, 2006

**PART I**

(To be completed by applicant)

**LAND CONSERVATION CONTRACT APPLICATION**

NAME Michael Chazen PHONE (530) 620-5175  
\_\_\_\_\_  
PHONE (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_  
PHONE (\_\_\_\_) \_\_\_\_\_

MAILING ADDRESS P.O. Box 313 Somerset CA 95684

ASSESSOR'S PARCEL NO.(s): (attach legal description if portion of parcel)  
most Westerly 73.37 acres of 093-032-52 +  
094-060-25

TYPE OF AGRICULTURAL PRESERVE (Check one):

Williamson Act Contract (10-year roll-out) ✓  
Farmland Security Zone (20-year roll-out) \_\_\_\_\_

NUMBER OF ACRES TO BE CONSIDERED UNDER THIS CONTRACT 117

WATER SOURCE Wells PRESENT ZONING \_\_\_\_\_

YEAR PROPERTY PURCHASED 1989

WHAT IS YOUR AGRICULTURAL CAPITAL OUTLAY (excluding land value)?

List specific items or improvements with value for each.

<u>Improvement</u>	<u>Value</u>
<u>Vines, trellis</u>	<u>\$ 575,000.00</u>
<u>Wells &amp; Irrigation</u>	<u>\$ 40,000.00</u>
<u>Winery building</u>	<u>\$ 400,000.00</u>
<u>barrel storage building</u>	<u>\$ 250,000.00</u>
	<u>1,265,000.00</u>



**PART I**  
(continued, page 3)  
(To be completed by applicant)

**CURRENT LAND UTILIZATION**

Pear trees _____	acres	Date planted _____
Apple trees _____	acres	Date planted _____
Walnut trees _____	acres	Date planted _____
_____ trees _____	acres	Date planted _____
Irrigated pasture _____	acres	Date planted _____
Crop land _____	acres	Comments _____
Dry grazing _____	acres	Comments _____
Brush _____	acres	Comments _____
Timber _____	acres	Comments _____
Christmas trees _____	acres	Comments _____
Grapes <u>56.07</u> _____	acres	Comments _____
_____	acres	Comments _____

TOTAL ACRES 56.07 (This figure should equal acreage under Contract)

**PLANNED FUTURE DEVELOPMENTS**

Briefly describe what future plans you have for the development of this agricultural unit.  
Please list acreage, crops and time schedule for your planned projects.

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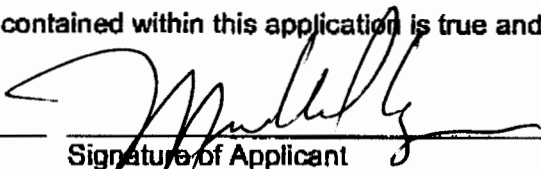
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I hereby certify that the information contained within this application is true and correct to the best of my knowledge.

Date 3/14/06

Signature of Applicant 

**PART II**

(To be completed by Assessor)

Comments:

See other side

Assessor's recommendation(s):

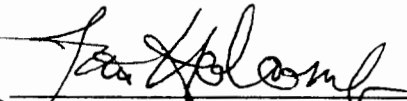
Concur

See other side

Date

9/28/06

El Dorado County Assessor





TIM HOLCOMB  
EL DORADO COUNTY ASSESSOR

**M E M O R A N D U M**

June 28, 2006

**TO:** Tim Holcomb, Assessor

**FROM:** Lon Varvel, Appraiser

**SUBJECT:** Establishment of Two Agricultural Preserves From Existing Agricultural Preserve #3 – Michael Chazen

I have examined the proposal submitted by Michael Chazen. Essentially, he will be adding a two acre home site to land that is already under contract.

Providing the Boundary Line Adjustment (BLA) is approved as intended and the two Land Conservation Contracts are approved he will be in compliance with the Williamson Act. I assume the winery is acceptable under these conditions.

I find no objections to approving the application as submitted.

**PART III**

(To be completed by Agricultural Commission)

Comments: See attached.

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Commission's recommendation(s): Recommend approval.

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Agricultural Commission



## AGRICULTURAL COMMISSION

311 Fair Lane  
Placerville, CA 95667  
(530) 621-5520  
(530) 626-4756 FAX  
[eldcag@co.el-dorado.ca.us](mailto:eldcag@co.el-dorado.ca.us)

Howard Neilsen, Chair – Livestock Industry  
Greg Boeger, Vice-chair – Agricultural Processing Industry  
Edio Delfino – Fruit and Nut Farming Industry  
David Pratt – Fruit and Nut Farming Industry  
Lloyd Walker – Other Agricultural Interests  
Gary Ward – Livestock Industry  
John Winner – Forestry/Related Industries

### MEMORANDUM

**DATE:** May 18, 2006

**TO:** Tom Dougherty  
Planning Services

**FROM:** Howard Neilsen  
Chair

**SUBJECT:** WAC 06-02 & WAC 06-03 (Z 06-09)/Michael Chazen requesting to amend existing Williamson Act Contract #3 to establish two (2) separate Williamson Act Contracts in the Fair Play/Somerset Agricultural District (District II)

During the Agricultural Commission's regularly scheduled meeting held on May 10, 2006, the following discussion and motion occurred regarding Michael Chazen's request to amend Williamson Act Contract #3.

Steve Burton provided the following information for each Williamson Act Contract request :

WAC 06-02

- Contains 117 acres of which 56.07 acres is planted in grapes
- \$865,000 has been expended in agricultural capital improvements
- \$151,389 in income

WAC 06-03

- Contains 37.81 acres of which 13 acres is planted in grapes
- \$170,000 has been expended in agricultural capital improvements
- \$35,000 in income

Staff recommendation is to approve WAC 06-02 and WAC 06-03 as they both meet the required criteria.

The applicant and his representatives were present and available for any questions.

*It was moved by Mr. Boeger and seconded by Mr. Pratt that the Agricultural Commission recommend approval of Michael Chazen's request to amend existing Williamson Act Contract #3 to establish two (2) separate Williamson Act Contracts for APN#s 093-032-52 & 094-060-25 (WAC 06-02) and APN# 094-060-07 (WAC 06-03/Z 06-09), as each separate request meets all the criteria independently. Motion passed.*

**AYES:** Delfino, Winner, Pratt, Boeger, Neilsen  
**NOES:** None

Tom Dougherty

May 18, 2006

RE: WAC 06-02 & WAC 06-03(Z 06-09)/Chazen

Page 2

If you have any questions regarding the Agricultural Commission's actions, please contact the Agriculture Department at (530) 621-5520.

HN:cmt

cc: Michael Chazen

**PART IV**

(To be completed by Planning Commission)

Date of public hearing: June 8, 2006

Action: Recommended approval

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Executive Secretary, Planning Commission

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**PART V**

(To be completed by Board of Supervisors)

Date of public hearing: \_\_\_\_\_

Action: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CINDY KECK, Clerk to the Board**

By: \_\_\_\_\_  
Deputy Clerk to the Board



## **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.

060069

RECORDING REQUESTED BY  
Liberty Title and Escrow

AND WHEN RETURNED MAIL THIS DEED AND, UNLESS OTHERWISE INDICATED  
BY MAIL, MAIL THIS INSTRUMENT TO:

Name ☐  
Address ☐  
City ☐  
State ☐  
Zip ☐

Michael Ira Chazen and  
Alice Chazen  
12343 Old Oak Lane  
Los Angeles, CA 90049

Title Order No. Escrow No20911mgs

OFFICIAL RECORD  
EL DORADO COUNTY, CALIF.  
RECORD  
Liberty Title & Escrow Co.  
Oct 17 12 41 PM '89  
DO  
COUNTY

11/2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 450.35 and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
 tenements or realty is located in  
☒ unincorporated area ☐ city of \_\_\_\_\_ and

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

DIAMOND R. PROPERTIES, INC., a California corporation

a corporation organized under the laws of the State of  
 hereby GRANT(S) to

MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants

the following described real property in the  
 county of El Dorado, state of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DIAMOND R. PROPERTIES, INC

Dated October 12, 1989

BY: Armand Chau Vice President  
 BY: \_\_\_\_\_

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

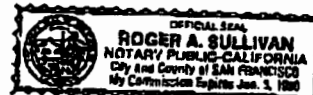
SS.

STATE OF CALIFORNIA  
 COUNTY OF SAN MATEO SS.  
 On the 13th day of OCTOBER, in the year  
1989, before me, the undersigned, a Notary Public in  
 and for said County and State, personally appeared  
ARMAND CHAU personally known  
 to me and proved to me on the basis of satisfactory evidence to be the  
VICE President, and

personally known to me and proved to me on the basis of satisfactory  
 evidence to be  
 Secretary of the corporation that executed the within instrument, and  
 acknowledged to me that such corporation executed the within instru-  
 ment pursuant to its by-laws or a resolution of its Board of Directors.

Signature Roger A. Sullivan  
ROGER A. SULLIVAN  
 Name (Typed or Printed)  
 Notary Public in and for said County and State

F 2487 R 11/82



(This area for official notarial seal)

BOOK 3224 PAGE 78

Order No. 20911

## EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; thence North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest

BOOK 3224 PAGE 79

Order No. 20911

Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 3822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rosa L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°32'18" West 146.37 feet; thence leaving said road centerline North 74°32'49" East 29.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 88.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North 18°33'12" East 38.75 feet, North 31°25'01" East 39.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 246.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°56'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27" East 429.69 feet to a fence corner, South 03°09'04" West 188.48 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.16 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.26 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.18 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

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Order No. 20911  
Exhibit "A" continued, page 3

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.S.2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southeast quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwestarily of a line between those points described as "x" and "D", Northerly of a line between those points described as "n" and "C" and Westerly of a line between those points described as "C" and "B" as the same are described in that certain Boundary Line Agreement executed by and between George Edgar Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

RESERVING THEREFROM: AS TO PARCELS ONE AND TWO:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

PARCEL THREE:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

End of Document

BOOK 3224 PAGE 81



076122

RECORDING REQUESTED BY  
LIBERTY TITLE AND ESCROW COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN  
BELOW, MAIL TAX STATEMENTS TO:

Michael Ira Chazen and  
Alice Chazen  
13243 Old Oak Lane  
Los Angeles, CA 90049

Title Order No.

Escrow No. 21013-225

OFFICIAL SEAL  
EL DORADO  
RECORDS

LIBERTY TITLE & ESCROW CO.  
DEC 22 1989

DOUGLAS GARR  
COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

2008  
FILED

The undersigned declares that the documentary transfer tax is \$139.70.....and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ an incorporated area ☐ city of ..... and

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

DIAMOND R PROPERTIES, INC., a California Corporation

a corporation organized under the laws of the State of  
hereby GRANT(S) to

MICHAEL IRA CHAZEN AND ALICE CHAZEN, husband and wife as joint tenants

the following described real property in the  
county of El Dorado

, state of California:

That portion of sections 21 and 28, Township 9 North, Range 12 East,  
Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from  
which the Southeast corner of said Section 21 marked by a 30 inch oak, bears  
South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence  
North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence  
South 45° East 300.00 feet to the point of beginning.

TOGETHERWITH:

A non-exclusive easement for road and utility purposes over the  
existing road as it presently crosses the lands described in the  
deed recorded September 10, 1981, in Book 2012 at page 177,  
Official Records.

Dated December 15, 1989

DIAMOND R PROPERTIES, Inc

BY: *Armand F. Chau*

Vice President

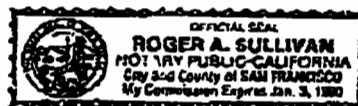
STATE OF CALIFORNIA  
COUNTY OF SAN MATEO } SS.  
On DECEMBER 19, 1989 before me,  
the undersigned, a Notary Public in and for said County and  
State, personally appeared ARMAND F. CHAU  
known to me to be the VICE President, and

known to me to be

Secretary of the corporation that executed the  
within instrument, known to me to be the persons who ex-  
ecuted the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corpora-  
tion executed the within instrument pursuant to its by-laws  
or a resolution of its board of directors.

*Roger A. Sullivan*  
Signature of Notary

FOR NOTARY SEAL OR STAMP



APH: 94-060-07

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY TO SHOW, MAIL AS DIRECTED ABOVE.

Name: Description: El Dorado, CA Document-Year: DocID 1989.76122 Page: 1 of 1  
Order: 72 Comment:

City &amp; State

3264

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2911

mail tax statements to

Name Michael J. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somersel, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020355-00**

Check Number 2998  
 Tuesday, MAR 30, 1999 11:36:02  
 Tel Pd \$25.00 Nor-0000130525  
 CLC/C2/1-7

## INTERSPOUSAL TRANSFER DEED

PCOS  
FILED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemption(s): (state reason and give Code § or Ordinance number) \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- This is an interspousal transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL [PERRY CREEK]

Assessor's Parcel Nos. 093-031-621 and 093-060-251

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRYCRK.LTD

020355

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

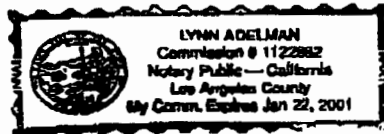
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared  
MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the  
instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

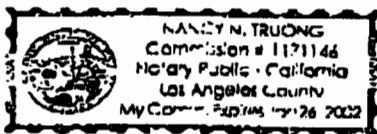
County of Los Angeles

} ss.

On March 18, 1999, before me, Nancy N. Truong, Notary Public  
 personally appeared Alice Violet Chazen

personally known to me  
 proved to me on the basis of satisfactory  
 evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interpersonal Transfer DeedDocument Date: 3/18/99Number of Pages: 8Signer(s) Other Than Named Above: ☒

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen☒ Individual

Corporate Officer — Title(s):

Partner — Limited General

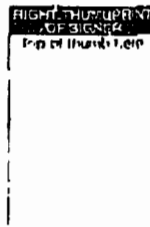
Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:



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EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; then North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence

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South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 86.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North

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18°33'12" East 38.75 feet, North 31°25'01" East 30.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°58'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.45 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.56 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.10 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.E. 2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southwest quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line

020355

between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edger Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM; AS TO PARCELS ONE AND TWO:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.



## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2911

mail tax statements to

Name Michael I. Chazon  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020359-00**

Check Number 2000  
 Tuesday, MAR 30, 1999 11:37:00  
 Tel Pd \$18.00 Nbr-0000130629  
 CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code§ or Ordinance number \_\_\_\_\_ and \_\_\_\_\_)
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- ☐ This is an interspousal transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SPB EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. [PERRY CREEK]

Assessor's Parcel No. 094-060-071

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRY2.1TD

020359

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

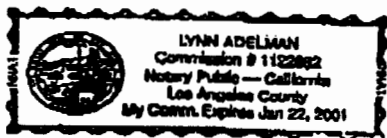
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



020359

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

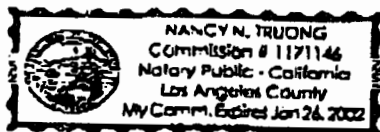
State of California

County of Los Angeles } ss.

On March 18, 1999, before me, Nancy N. Truong, Notary Public,  
 personally appeared Alice Violet Chazen

☒ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

*Nancy N. Truong*  
 Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and replacement of this form to another document.

## Description of Attached Document

Title or Type of Document: Interposual Transfer DeedDocument Date: 3/18/99Number of Pages: 5

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

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen☒ Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

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



020359

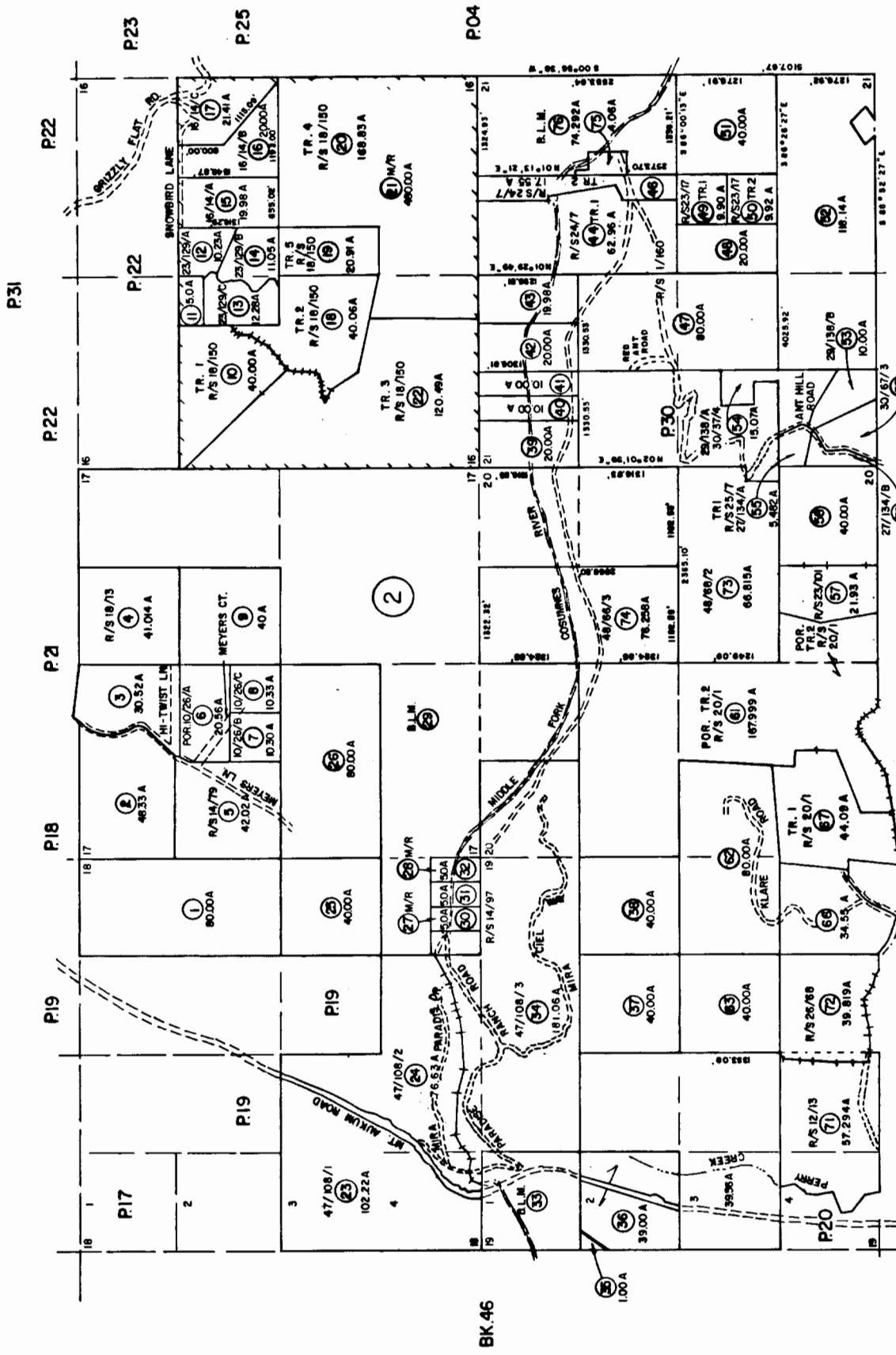
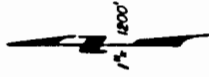
EXHIBIT "A"

That portion of sections 21 and 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21 marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence South 45° East 300.00 feet to the point of beginning.

TOGETHER WITH:

A non-exclusive easement for road and utility purposes over the existing road as if presently crosses the lands described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.



**BK.94**

THIS MAP IS NOT A SURVEY, it is prepared by the El Dorado Co. Assessor's office for assessment purposes only.

**NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles**

**Assessor's Map Bk. 93 - Pg. 03**  
**County of El Dorado, California**

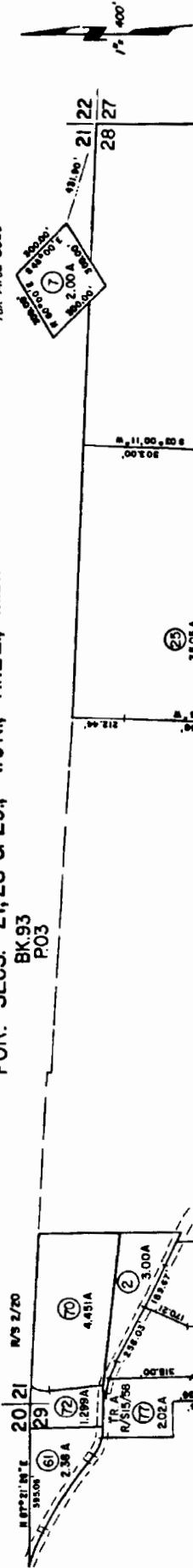
APR 26 2 00 PM '68

94:06

POR. SECS. 21, 28 & 29, T.9N., R.12E., M.D.M.

Tex. Area Code

BK.93  
P03



P05

P05

BK.95  
P08

BK.95  
P08

Assessor's Map Bk. 94 - Pg. 06  
County of El Dorado, California

MAR 27 2005

P07

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

## **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:

Cindy Keck  
Clerk to the Board of Supervisors

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owners

(Job:WAC.CON/oml:WilliamAct)  
(Revised 6/21/94)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

El Dorado

} ss.

On

3-14-06

Date

before me,

Georja M. Burres

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

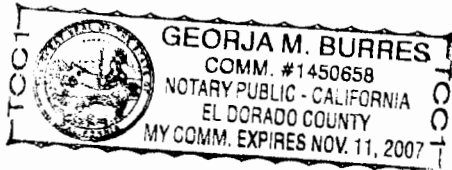
MICHAEL

CHAZEN

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Georja M. Burres

Signature of Notary Public



060069

RECORDING REQUESTED BY  
Liberty Title and Escrow

AND WHEN RECORDING HAS THE NEW AND, VARIOUS OTHERS SHOULD  
SHOW, AND THE PAYEE(S) TO:

NAME: Michael Ira Chazen and  
Alice Chazen  
OWNERS: 12343 Old Oak Lane  
Los Angeles, CA 90044

Title Order No. Escrow No. 20911mag

OFFICIAL RECORD  
EL DORADO COUNTY, CALIF.  
RECORD  
Liberty Title & Escrow Co.  
OCT 17 12 41 PM '89  
DGT  
COL: 11/2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 450.35 and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
 tenements or realty is located in  
☒ unincorporated area ☐ city of \_\_\_\_\_ and

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

DIAMOND R. PROPERTIES, INC., a California corporation

a corporation organized under the laws of the State of

hereby GRANT(S) to

MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants

the following described real property in the  
 county of El Dorado

, state of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DIAMOND R. PROPERTIES, INC

Deed October 12, 1989

BY: Armando Chau Vice President  
 BY: \_\_\_\_\_

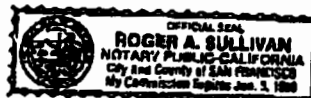
STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_ } SS.

STATE OF CALIFORNIA  
 COUNTY OF SAN MATEO } SS.  
 On this 13th day of OCTOBER, in the year  
1989, before me, the undersigned, a Notary Public in  
 and for said County and State, personally appeared  
ARMANDO CHAU, personally known  
 to me, and proved to me on the basis of satisfactory evidence to be the  
VICE President, and

personally known to me for proved to me on the basis of satisfactory  
 evidence to be the  
 Secretary of the corporation then executed the within instrument, and  
 acknowledged to me that such corporation executed the within instru-  
 ment pursuant to its by-laws or a resolution of its board of directors.

Signature Roger A. Sullivan  
ROGER A. SULLIVAN  
 Name (Typed or Printed)  
 Notary Public in and for said County and State

F 2467 R 11/82



(This area for official notarial seal)

NOV 3 1989

Order No. 20911

## EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; thence North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°43'50" East 432.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest

BOOK 3224 PAGE 70

Order No. 20911  
Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1987 by Klaus Nelson, L.S. 3822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Corron and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°32'18" West 146.37 feet; thence leaving said road centerline North 74°32'49" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 36°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 88.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North 18°33'12" East 38.75 feet, North 31°23'01" East 39.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°56'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.48 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 83°24'40" East 283.60 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.26 feet, South 85°35'10" East 210.89 feet, South 85°40' East 288.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.18 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

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Order No. 20911  
Exhibit "A" continued, page 3

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and sag "L.S.2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southeast quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line between those points described as "C" and "B" as the same are described in that certain Boundary Line Agreement executed by and between George Edgar Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

RESERVING THEREFROM: AS TO PARCELS ONE AND TWO:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

PARCEL THREE:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

End of Document

BOOK 3224 PAGE 81

03-14-06

14:25

From-First American Title Placerville

5306261167

T-250

P.006/017

F-810

076122

RECORDING REQUESTED BY

LIBERTY TITLE AND ESCROW COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN  
HEREIN, MAIL TAX STATEMENTS TO:

Michael Ira Chazen and  
Alice Chazen  
13243 Old Oak Lane  
Los Angeles, CA 90049

Title Order No.

Escrow No. 21013-EAS

OFFICIAL SEAL  
EL DORADO  
RECORDS  
CALIF  
FVLIBERTY TITLE & ESCROW CO.  
DEC 22 1989DOUGLAS BARR  
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

2008  
7/10

The undersigned declares that the documentary transfer tax is \$139.70.....and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
 tenements or realty is located in  
☒ unincorporated area ☐ city of ..... and

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

DIAMOND R PROPERTIES, INC., a California Corporation

a corporation organized under the laws of the State of  
 hereby GRANTS to

MICHAEL IRA CHAZEN AND ALICE CHAZEN, husband and wife as joint tenants

the following described real property in the  
 county of El Dorado

, state of California

That portion of sections 21 and 28, Township 9 North, Range 12 East,  
 Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from  
 which the Southeast corner of said Section 21 marked by a 30 inch oak, bears  
 South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence  
 North 45° West 300.00 feet; thence North 60° East 380.00 feet; thence  
 South 45° East 300.00 feet to the point of beginning.

TOGETHERWITH:

A non-exclusive easement for road and utility purposes over the  
 existing road as it presently crosses the lands described in the  
 deed recorded September 10, 1981, in Book 2012 at page 177,  
 Official Records.

Dated December 15, 1989

DIAMOND R PROPERTIES, Inc.

BY: *[Signature]*

Vice President

STATE OF CALIFORNIA

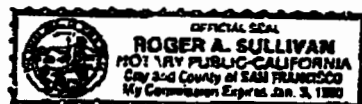
COUNTY OF SAN MATEO } SS.  
 On DECEMBER 19, 1989 before me,  
 the undersigned, a Notary Public in and for said County and  
 State, personally appeared ARMAND F. CHAU  
 known to me to be the VICE President, and

, known to me to be

Secretary of the corporation that executed the  
 within instrument, known to me to be the persons who ex-  
 ecuted the within instrument on behalf of the corporation  
 therein named, and acknowledged to me that such corporation  
 executed the within instrument pursuant to its by-laws  
 or a resolution of its board of directors.

*[Signature]*  
 Signature of Notary

FOR NOTARY SEAL OR STAMP



APH: 94-060-07

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY IS SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City &amp; State

Description: El Dorado, CA Document-Year.DocID 1989.76122 Page: 1 of 1  
 Order: 72 Comment:

100

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2911

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
 DOC- 99-0020355-00

Check Number 2900  
 Tuesday, MAR 30, 1999 11:36:02  
 Tel Pd 328.00 Mar-0000130625  
 CLC/CZ/1-7

## INTERSPOUSAL TRANSFER DEED

PCOS  
FILED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(n), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- This is an interspousal transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the transferor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK)

Assessor's Parcel Nos. 093-031-621 and 093-060-251

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\LDDATA\CHAZEN\PERRYCRK.1YB

020355

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)  
)  
)

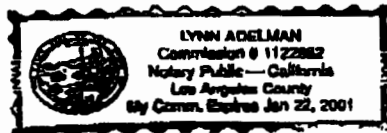
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



020355

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

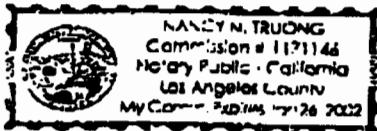
County of Los Angeles

}

On March 18, 1999, before me, Nancy N. Truong, Notary Public  
 personally appeared Alice Violet Chazen

personally known to me  
 proved to me on the basis of satisfactory  
 evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interpositional Transfer DeedDocument Date: 3/18/99Number of Pages: 8Signer(s) Other Than Named Above: None

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen

Individual

Corporate Officer — Title(s):

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:





020355

EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; then North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence

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South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40' 20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 86.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North

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18°33'12" East 38.75 feet, North 31°25'01" East 30.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°58'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.45 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.56 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.10 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.E. 2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southwest quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line

020355

between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edger Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM; AS TO PARCELS ONE AND TWO:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020359-00**

Check Number 2000  
 Tuesday, MAR 30, 1999 11:37:08  
 Tel Pd \$18.00 Mar-0000130825  
 CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- ☐ This is an interspousal transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

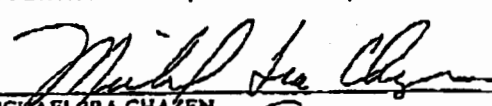
the following described real property in the  
 County of El Dorado

State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL [PERRY CREEK]

Assessor's Parcel No. 094-060-071

Dated: 3-18-99

  
 MICHAEL IRA CHAZEN

  
 ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRY2.1TD

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STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

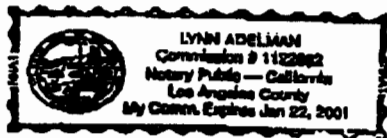
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

(SEAL)



020359

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

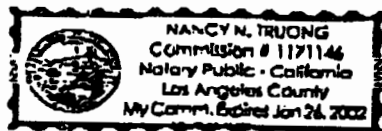
County of Los Angeles

}

On March 18, 1999, before me, Nancy N. Truong, Notary Public,  
 personally appeared Alice Violet Chazen

personally known to me  
 ✓ proved to me on the basis of satisfactory  
 evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and replacement of this form to another document.

## Description of Attached Document

Title or Type of Document: Interposual Transfer DeedDocument Date: 3/18/99Number of Pages: 5

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

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of Thumb, Name

020359

EXHIBIT "A"

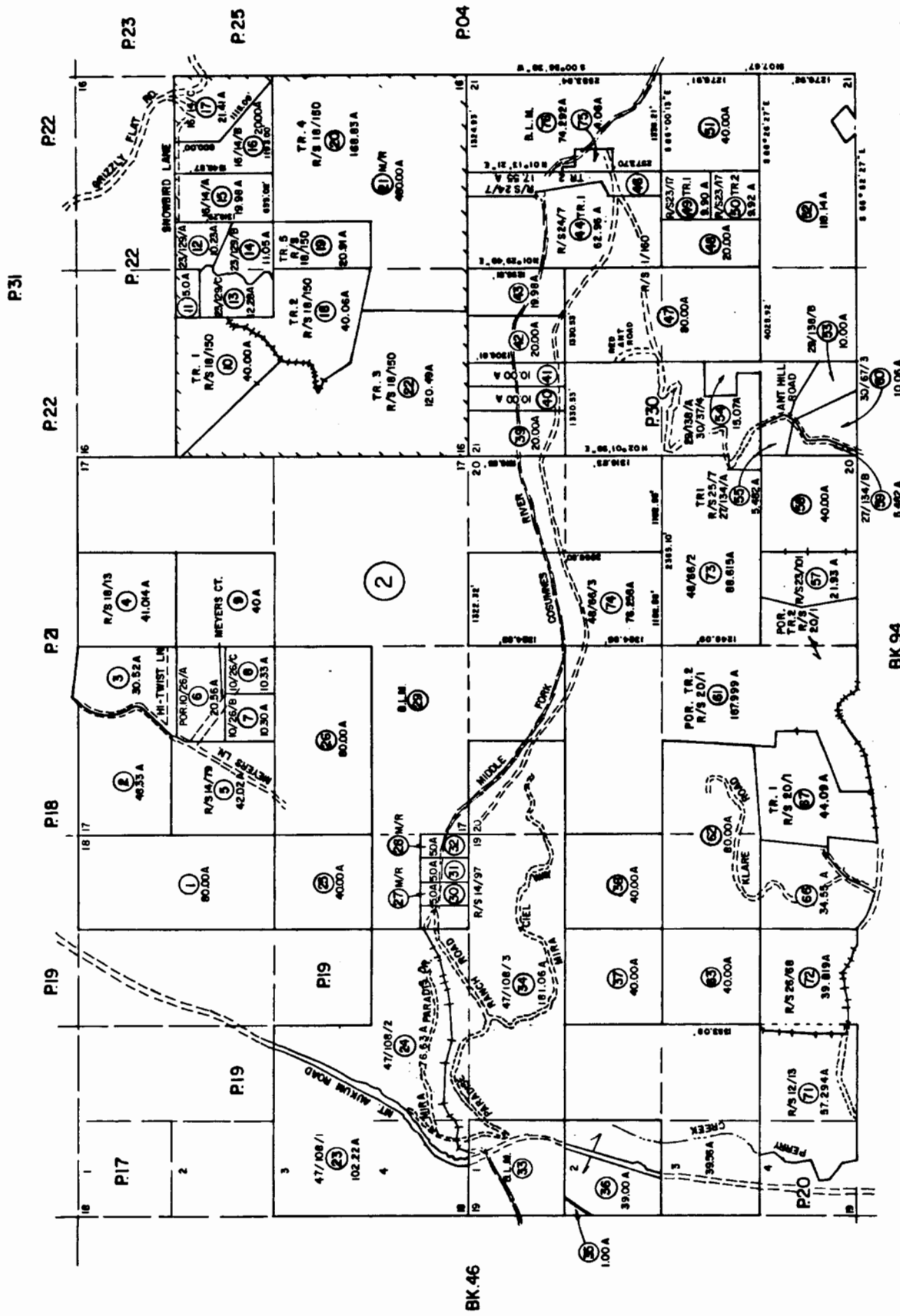
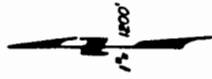
That portion of sections 21 and 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21 marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence South 45° East 300.00 feet to the point of beginning.

TOGETHER WITH:

A non-exclusive easement for road and utility purposes over the existing road as if presently crosses the lands described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.





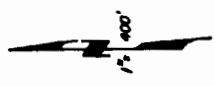
*Assessor's Map Bk. 93 -- Pg. 03*  
*County of El Dorado, California*

APR 26 2005

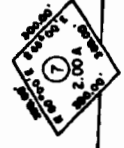
**NOTE - Assessor's Effect Numbers Shown in Ellipses**  
**Assessor's Parcel Numbers Shown in Circles**

THIS MAP IS NOT A SURVEY, it is prepared by the El Dorado Co. Assessor's office for assessment purposes only.

94:06



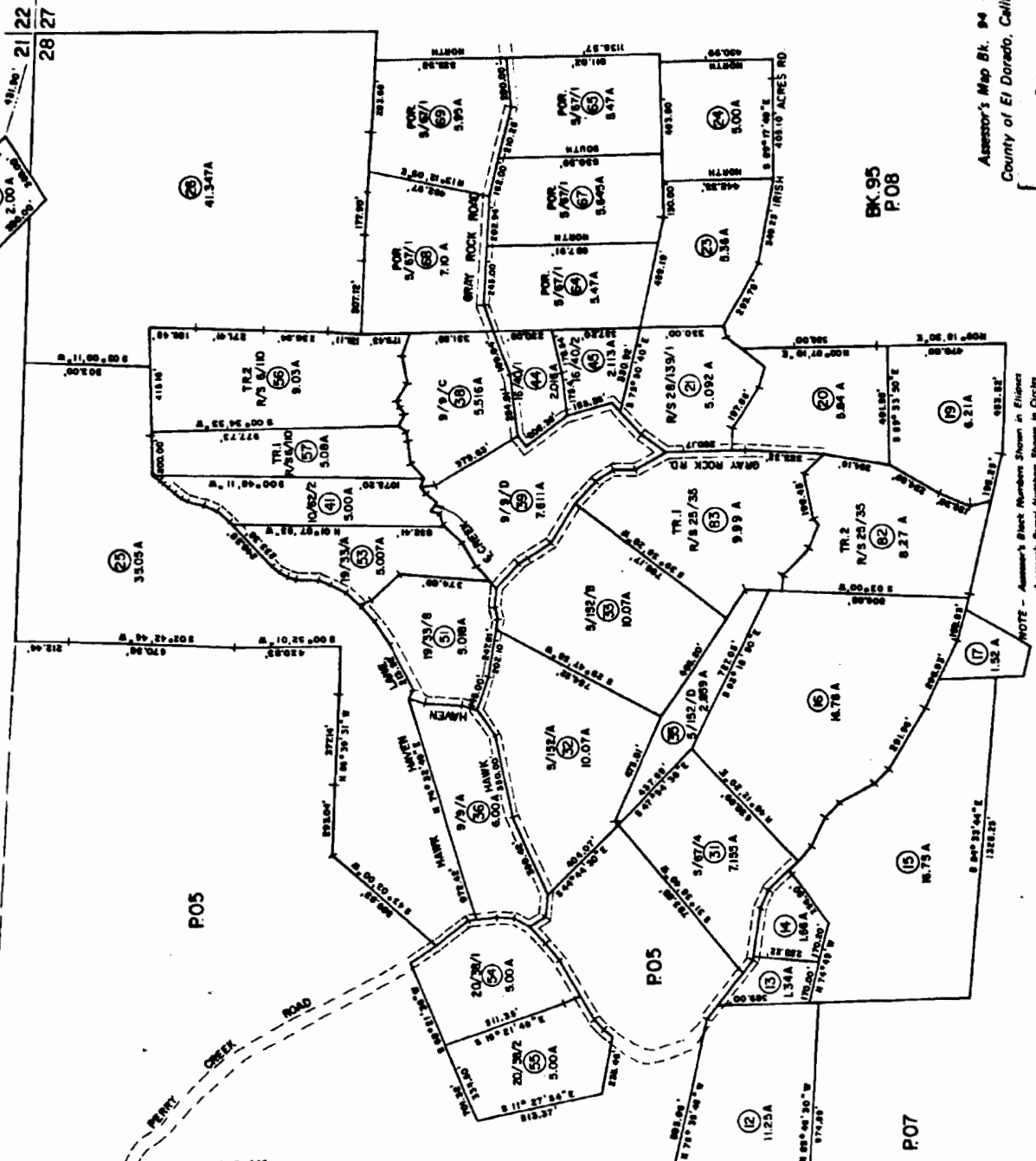
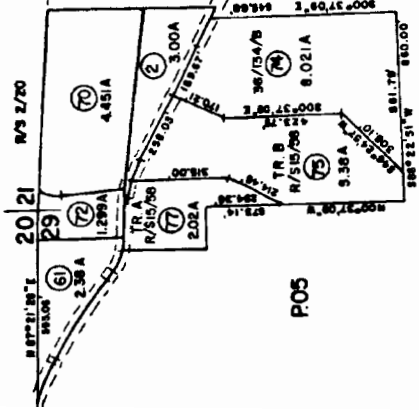
Tax Area Code



POR. SECS. 21, 28 & 29, T.9N., R.12E., M.D.M.

BK.93  
P03

20|21  
R/3 2/20



Assessor's Map Bk. 94 - Pg. 06  
County of El Dorado, California

MAR 27 2006

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

P07

## **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:

Cindy Keck  
Clerk to the Board of Supervisors

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owners

(Job:WAC.CON/om:WilliamAct)  
(Revised 6/21/94)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

El Dorado

} ss.

On

3-14-06

Date

before me,

Georja M. Burres

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

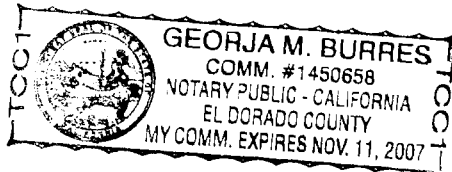
MICHAEL

CHAZEN

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Georja M. Burres

Signature of Notary Public

|                                                                                                        |                                                                                       |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 606069                                                                                                 |                                                                                       |
| OFFICIAL RECORDS<br>CLERK OF SUPERIOR COURT, CALIF.<br>RECORDS SECTION                                 |                                                                                       |
| RECORDING REQUESTED BY<br>Liberty Title and Escrow                                                     |                                                                                       |
| DATE WHEN RETURNED AND THE REASONS THEREFOR SHOULD BE INDICATED<br>HEREIN, WITH THE DATE OF THE ORDER. |                                                                                       |
| Hand<br>Written<br>Order<br>To                                                                         | Michael Ira Chazen and<br>Alice Chazen<br>12343 Old Oak Lane<br>Los Angeles, CA 90048 |
| Title Order No.                                                                                        | Escrow No 20911mas                                                                    |
| OCT 17 12 41 PM '89                                                                                    |                                                                                       |
| DO NOT<br>CORRECT                                                                                      |                                                                                       |
| 112                                                                                                    |                                                                                       |
| SPACE ABOVE THIS LINE FOR RECORDER'S USE                                                               |                                                                                       |

## Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 450.35 and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
 tenements or realty is located in  
☒ nonincorporated area ☐ city of \_\_\_\_\_ and \_\_\_\_\_

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

**DIAMOND R. PROPERTIES, INC., a California corporation**

a corporation organized under the laws of the State of  
hereby GRANT(S) to

**MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants**

the following described real property in the  
county of El Dorado

State of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DIAMOND R. PROPERTIES, INC

**Dated October 12, 1989**

BY: Armand Chay  
Armand Chay-Vice President

**BY:** ✓

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

51

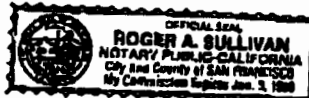
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO 52  
(In the 13TH day of OCTOBER, in the year  
1983, before me, the undersigned, a Notary Public in  
and for said County and State, personally appeared  
ARMANDO OLIV personally known to me,  
known to me as the author of said instrument to be the  
VIC President, and

personally signed in and approved to me on the basis of satisfactory evidence to me.

Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature ROGER A. SULLIVAN  
Name (Typed or Printed)  
Notary Public in and for said County and State

E 2407 B 11/62



(This area for official national seal)

NOV 3 224 PAGE 78

**WAC 06-0003**

Order No. 20911

## EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; thence North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 63°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest

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Order No. 20911

Exhibit "A" continued, page 2

quarter of said Section 28; thence South 88°04'48" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Kauts Nelson, L.S. 3822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°32'18" West 146.37 feet; thence leaving said road centerline North 74°32'49" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 46°54'22" East 88.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North 18°33'12" East 38.75 feet, North 31°23'01" East 39.69 feet, North 43°53'46" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°56'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27" East 429.69 feet to a fence corner, South 03°09'04" West 188.48 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°44' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 282.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.26 feet, South 85°35'10" East 210.89 feet, South 85°40' East 288.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°30'30" East 167.18 feet, North 3°24'50" East 236.43 feet, and North 3°54'20" East 483.83 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

BOOK 3224 PAGE 80

Order No. 20911  
Exhibit "A" continued, page 3

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.S.2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southeast quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northerly of a line between those points described as "A" and "B", Northerly of a line between those points described as "B" and "C" and Westerly of a line between those points described as "C" and "A" as the same are described in that certain Boundary Line Agreement executed by and between George Edgar Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 326, El Dorado County Records.

RESERVING THEREFROM: AS TO PARCELS ONE AND TWO:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

PARCEL THREE:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

End of Document

BOOK 3224 PAGE 81

076122

RECORDING REQUESTED BY  
LIBERTY TITLE AND ESCROW COMPANY

AND WHEN RECORDING THIS DEED AND, UNLESS OTHERWISE SHOWN  
BELOW, MAIL THE STATEMENTS TO:

Michael Ira Chazen and  
Alice Chazen  
13243 Old Oak Lane  
Los Angeles, CA 90049  
Title Order No. Escrow No. 21013-225

OFFICIAL SEAL  
EL DORADO  
RECORDS

LIBERTY TITLE & ESCROW CO.  
DEC 22 1989

NOTARY PUBLIC  
COUNTY OF EL DORADO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$139.70.....and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ unincorporated area ☐ city of ..... and

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

DIAMOND R PROPERTIES, INC., a California Corporation

a corporation organized under the laws of the State of  
hereby GRANTS to

MICHAEL IRA CHAZEN AND ALICE CHAZEN, husband and wife as joint tenants

the following described real property in the  
county of El Dorado, state of California:

That portion of sections 21 and 28, Township 9 North, Range 12 East,  
Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from  
which the Southeast corner of said Section 21 marked by a 30 inch oak, bears  
South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence  
North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence  
South 45° East 300.00 feet to the point of beginning.

TOGETHERWITH:

A non-exclusive easement for road and utility purposes over the  
existing road as it presently crosses the lands described in the  
deed recorded September 10, 1981, in Book 2012 at page 177,  
Official Records.

Dated December 15, 1989

DIAMOND R PROPERTIES, Inc.

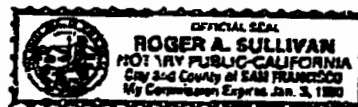
By: *Armand F. Chaz*  
Vice President

STATE OF CALIFORNIA }  
COUNTY OF SAN MATEO } ss.  
On DECEMBER 15, 1989 before me,  
the undersigned, a Notary Public in and for said County and  
State, personally appeared ARMAND F. CHAZEN,  
known to me to be the VICE President, and

Secretary of the corporation that executed the  
within instrument, known to me to be the persons who ex-  
ecuted the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corpora-  
tion executed the within instrument pursuant to its by-laws  
or a resolution of its board of directors.

*Roger A. Sullivan*  
Signature of Notary

FOR NOTARY SEAL OR STAMP



APH: 94-060-07

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY TO SHOWN, MAIL AS DIRECTED ABOVE.

Name: Street Address: City & State:  
Description: El Dorado, CA Document-Year.DocID 1989.76122 Page: 1 of 1  
Order: 72 Comment:

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somers, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020355-00**

Check Number 2996  
 Tuesday, MAR 30, 1999 11:36:02  
 Ttl Pd \$25.00 Net-0000130625  
 CLC/GZ/1-7

## INTERSPOUSAL TRANSFER DEED

PCOS  
FILED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(n), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_

☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_

This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:

☒ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.

☐ A transfer which takes effect upon the death of a spouse.

☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or

☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.

☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK)

Assessor's Parcel Nos. 093-031-621 and 093-060-251

Dated: 3-18-99

Michael Ira Chazen  
 MICHAEL IRA CHAZEN

Alice Chazen  
 ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRYCRK.1YD



020355

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

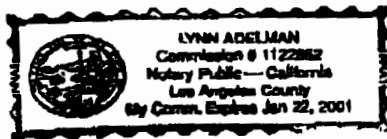
)  
) ss.  
)

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



020355

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

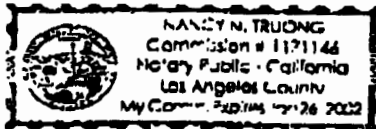
County of Los Angeles

}

On March 18, 1999, before me, Nancy N. Truong, Notary Public  
 personally appeared Alise Violet Chazen

personally known to me  
 proved to me on the basis of satisfactory  
 evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

*Nancy N. Truong*  
 Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interpersonal Transfer DeedDocument Date: 3/18/99Number of Pages: 8Signer(s) Other Than Named Above: None

## Capacity(ies) Claimed by Signer

Signer's Name: Alise Violet Chazen

Individual

Corporate Officer — Title(s):

Partner — Limited General

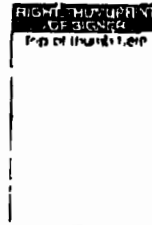
Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:



020355

EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; then North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence

020355

South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 86.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North

020355

18°33'12" East 38.75 feet, North 31°25'01" East 39.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°58'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.45 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.56 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.10 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.E. 2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southwest quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line

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between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edger Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM; AS TO PARCELS ONE AND TWO:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2911

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 City & State P. O. Box 313  
 Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
 DOC- 99-0020359-00

Check Number 2000  
 Tuesday, MAR 30, 1999 11:37:08  
 Ttl Pd \$10.00 Mr-0000130020  
 CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- ☐ This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal Under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

State of California

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK)

Assessor's Parcel No. 094-060-071

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRY2.17D

020359

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

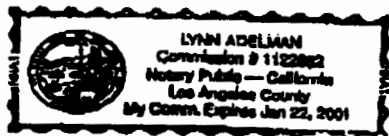
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]





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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

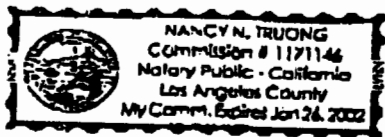
State of California

County of Los Angeles }

On March 18, 1999, before me, Nancy N. Truong, Notary Public,  
 personally appeared Alice Violet Chazen

☒ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interposual Transfer DeedDocument Date: 3/18/99Number of Pages: 5

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

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen☒ Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner — Limited General

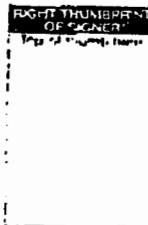
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

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



020359

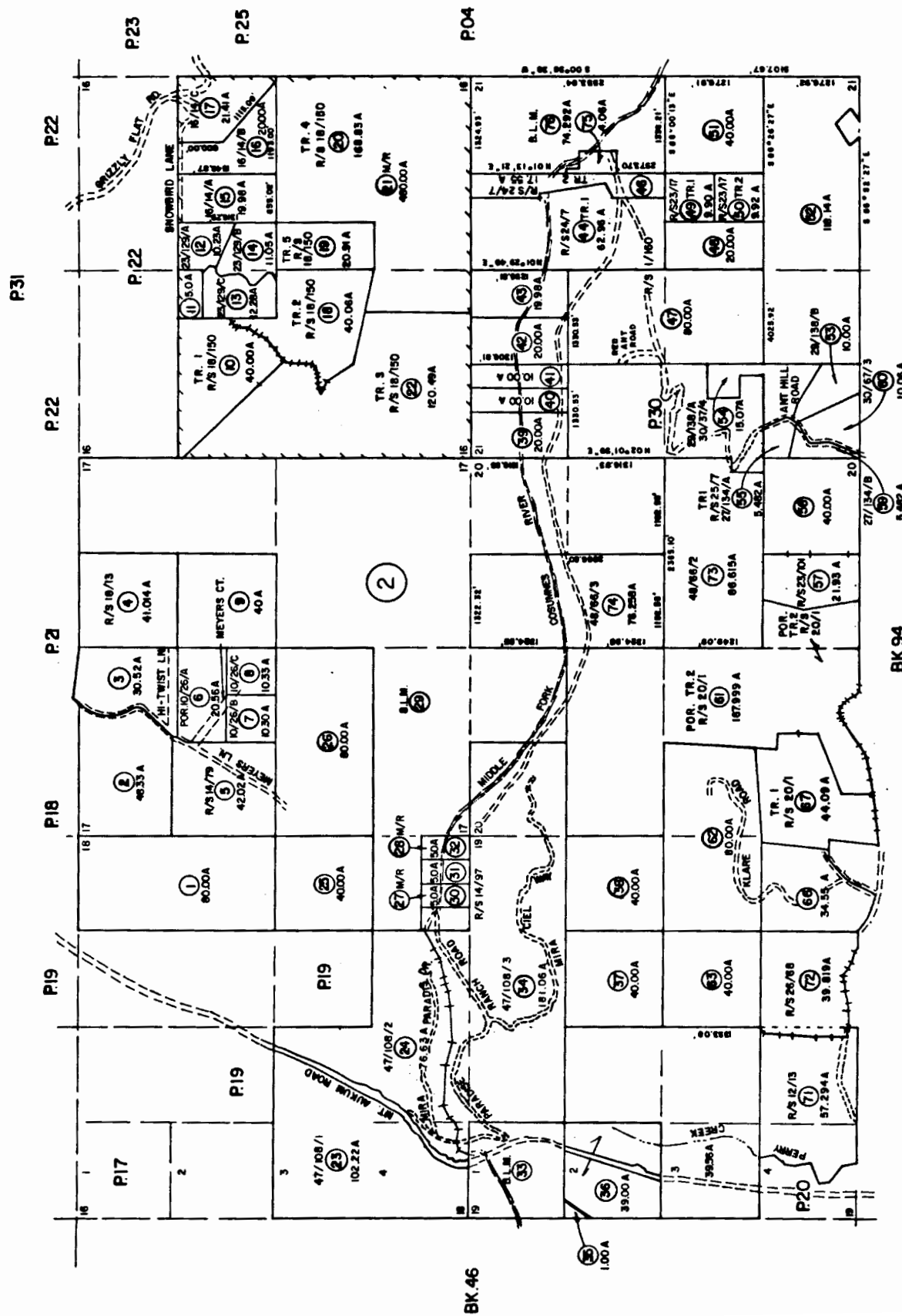
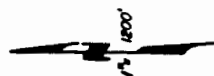
EXHIBIT "A"

That portion of sections 21 and 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21 marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence South 45° East 300.00 feet to the point of beginning.

TOGETHER WITH:

A non-exclusive easement for road and utility purposes over the existing road as if presently crosses the lands described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.



THIS MAP IS NOT A SURVEY, It is prepared by the El Dorado Co. Assessor's Office for assessment purposes only.

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 93 - Pg. 03  
County of El Dorado, California

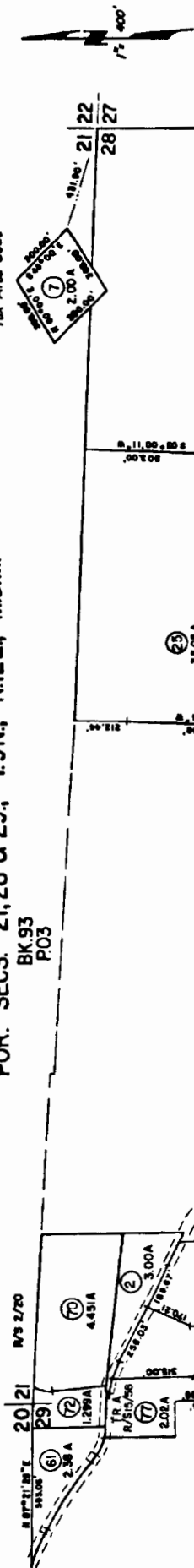
APR 26 2005

94:06

POR. SECS. 21, 28 & 29, T.9N., R.12E., M.D.M.

BK.93  
P03

Tax Area Code



Assessor's Map Bk. 94 - Pg. 06  
County of El Dorado, California

MAR 27 2006

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

P07



**RESOLUTION NO.**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**WHEREAS**, the El Dorado County Planning Commission, at a meeting held June 8, 2006, recommended the establishment of an agricultural preserve as set forth herein; and

**WHEREAS**, on July 11, 2006, this Board held a public hearing after notice thereof, as provided by law, on said recommendation of the Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of El Dorado that this Board does hereby establish the following agricultural preserve comprising the Assessor's Parcel Numbers as set forth herein:

| <u>Preserve No.</u> | <u>Owner</u>    | <u>Parcel Nos.</u> | <u>Acres</u> | <u>Area</u> |
|---------------------|-----------------|--------------------|--------------|-------------|
| 303                 | Chazen, Michael | 094-060-25*        | 35.05        | Fairplay    |

\*Parcel B of attached parcel map. New parcel number will be assigned with recording of Boundary Line Adjustment BLA06-0010.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by the following vote of said Board:

**Attest:**  
Cindy Keck  
Clerk of the Board of Supervisors

**Ayes:**  
**Noes:**  
**Absent:**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**I CERTIFY THAT:**  
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

**DATE:** \_\_\_\_\_

**Attest:** CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

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

PARCEL MAP  
PORTIONS OF THE S 1/2 OF THE S 1/2  
OF SECTION 21 AND THE N 1/2 OF  
SECTION 28, T. 9 N., R. 12 E., M.D.M.  
COUNTY OF EL DORADO, STATE OF CALIFORNIA  
CHARLES E. BISHOP 155638 JULY 2006

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF MICHAEL CHAZEN ON 7/11/06. I HEREBY CERTIFY THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY. ALL PORTIONS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO EMULATE THE SURVEY TO BE REPRESENTED.

CHARLES E. BISHOP 155638 9-21-07 LICENSE EXPIRES

NOTE

REFER TO DOCUMENT NO. \_\_\_\_\_ FOR THE CONSENT OF ALL PARTIES HAVING RECORDED TITLE INTEREST.



COUNTY SURVEYOR'S STATEMENT

I HAVE REVIEWED THE MAP THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP IF REQUIRED AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATED \_\_\_\_\_ 12-31-07  
MICHAEL S. RUSSELL 159017 LICENSE EXPIRES  
COUNTY SURVEYOR  
COUNTY OF EL DORADO, CALIFORNIA  
BY: RICHARD L. BRUNER 159084 LICENSE EXPIRES  
DEPUTY SURVEYOR  
COUNTY OF EL DORADO, CALIFORNIA

COUNTY RECORDER'S CERTIFICATE

I, MICHAEL S. RUSSELL, DEPUTY CLERK THAT FIRST AMERICAN TITLE CO. SUBDIVISION MAP MAP NUMBER NO. \_\_\_\_\_ WAS FILED WITH THE OFFICE AND THAT THIS PARCEL MAP WAS ACCEPTED FOR RECORD AND FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006 AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF PARCEL MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF MICHAEL CHAZEN

DOCUMENT NO. \_\_\_\_\_  
MICHAEL S. RUSSELL  
COUNTY RECORDER, CLERK  
COUNTY OF EL DORADO, CALIFORNIA  
BY: \_\_\_\_\_ DEPUTY

DEVELOPMENT SERVICES DIRECTOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF SECTION 66012 (c) AND 66046 OF THE SUBDIVISION MAP ACT.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
GREGORY L. FLEE  
DEVELOPMENT SERVICES DIRECTOR  
COUNTY OF EL DORADO, CALIFORNIA  
PRINCIPAL PLANNER  
COUNTY OF EL DORADO, CALIFORNIA

PORTIONS OF THE S  $\frac{1}{2}$  OF THE S  $\frac{1}{2}$   
OF SECTION 21 AND THE N  $\frac{1}{2}$  OF  
SECTION 28, T. 9 N., R. 12 E., MD. M.  
COUNTY OF COLORADO, STATE OF CALIFORNIA  
JULY 2006 SCALE: 1" = 200'

SCALE: 1" = 200'

- ① SET 3/4" CIP STAMPED 15-50-85.
- ② FOUND 3/4" CIP STAMPED 15-4181.
- ③ FOUND ONE 1/2" M. MONUMENT STAMPED AS SHOWN.
- ④ FOUND MONUMENT AS SHOWN.
- ⑤ COMPLETION POINT- NOTHING FOUND OR SET.
- ⑥ SET 1/2" CIP STAMPED AS SHOWN

BASIS OF BEARINGS  
THE MERIDIAN OF THIS SURVEY IS TRUE NORTH AND IS IDENTICAL TO THAT OF PM 30-67 AND IS BASED UPON FOUND MONUMENTS ("MON. A" TO "MON. B")



2006, 2007

**CLACKAMAS COUNTY  
SURVEYOR**

Sheet 2 of 3

BANKS OF BEARINGS  
THE MERIDIAN OF THIS SURVEY IS  
TRUE NORTH AND IS IDENTICAL TO  
THAT OF PM 30-67 AND IS BASED  
UPON FOUND MONUMENTS (MON. A  
TO "MON. B - SEE SHEET 2")

BA 915 OF BEARINGS  
THE MERIDIAN OF THIS SURVEY IS  
TRUE NORTH AND IS IDENTICAL TO  
THAT OF PM 90-67 AND IS BASED  
UPON FOUND MONUMENTS (MON. A  
TO "MON. B - SEE SHEET 2")

১৫/০৫/১৮

- SET 34°CIP STAMPED 165638
- FOUND 34°CIP STAMPED 15 4101.
- FOUND 34°CIP STAMPED 15 7715
- FOUND MONUMENT AS SHOWN
- COMPUTATION POINT- NOTHING FOUND OR SET.

PARCEL C  
44.150 ACRES

MICHAEL CHAZEL

TABULATION  
6701 LIDE ROAD P.U.E.

TABULATION  
6701 LIDE ROAD P.U.E.

## BOUNDARY TABULATION

## BOUNDARY TABULATION

1026 - 526

1026 - 526

E PERRY CREEK-  
ROAD

E PERRY CREEK-  
ROAD

PM 20-38-1

PM 20-38-1

Tabulation  
to 50,000 ROPS P.L.E.

|    |                 |       |
|----|-----------------|-------|
| 21 | N 50° 21' 37" E | 73.23 |
| 22 | N 34° 24' 48" E | 65.35 |
| 23 | N 45° 06' 10" E | 45.76 |
| 24 | N 63° 18' 01" E | 45.24 |
| 25 | N 70° 41' 58" E | 55.98 |

TABULATION  
6701 LIDE ROAD P.U.E.

|   |                 |         |
|---|-----------------|---------|
| 1 | N 60° 51' 04" E | 216.98' |
| 2 | N 74° 26' 39" E | 50.82'  |
| 3 | N 85° 27' 20" E | 52.07'  |
| 4 | S 85° 25' 50" E | 294.52' |
| 5 | N 87° 46' 20" E | 132.85' |

|   |       |      |        |
|---|-------|------|--------|
| 1 | 84.33 | 27.8 | 261.31 |
| 2 | 76.15 | 08.8 | 48.07  |
| 3 | 73.04 | 56.8 | 101.10 |
| 4 | 64.59 | 37.8 | 80.36  |
| 5 | 56.29 | 39.8 | 156.76 |
| 6 | 49.46 | 30.8 | 65.15  |

|    |                 |        |
|----|-----------------|--------|
| 12 | N 45° 29' 57" E | 57.16  |
| 13 | N 25° 47' 48" E | 103.93 |
| 14 | N 05° 26' 21" E | 40.36  |
| 15 | N 02° 21' 14" E | 51.34  |
| 16 | N 19° 21' 51" E | 46.75  |
| 17 | N 33° 14' 03" E | 58.86  |

|    |                 |        |
|----|-----------------|--------|
| 15 | N 45° 00' 12" E | 279.54 |
| 19 | N 41° 04' 30" E | 74.69  |
| 20 | N 30° 00' 33" E | 38.33  |
| 21 | N 12° 35' 53" E | 55.53  |
| 22 | N 35° 02' 46" E | 109.79 |

|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |    |    |    |    |    |    |    |    |    |    |     |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|----|----|----|----|----|----|----|----|----|----|-----|
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |    |    |    |    |    |    |    |    |    |    |     |
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89  | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |

47.33  
49.22  
41.81  
38.83  
45.78  
47.08

355 N 44° 51' 38" E  
 36 N 52° 17' 15" E  
 136.71  
 52.74

---

TABULATION  
1. 201 LINE LATER LINE

|     | E          |   |         | T.02' |  |  |
|-----|------------|---|---------|-------|--|--|
| JJ1 | S76°34'18" | E | 77.02'  |       |  |  |
| JJ2 | N69°24'45" | E | 126.13' |       |  |  |
| JJ3 | N53°13'14" | E | 47.75'  |       |  |  |

|                 |         |
|-----------------|---------|
| N 28° 21' 15" E | 60.17'  |
| N 07° 03' 15" E | 56.11'  |
| N 16° 31' 02" E | 131.57' |
| N 18° 06' 28" E | 128.69' |
| N 21° 51' 54" E | 102.66' |
| N 54° 12' 40" E | 31.49'  |

|               |        |
|---------------|--------|
| N 105.2007° W | 29.64  |
| N 73.5544° E  | 110.10 |
| N 70.5912° E  | 74.26  |
| N 68.4404° E  | 83.98  |
| N 67.4523° E  | 46.96  |
| N 110.0144° E | 158.97 |

QUANTITY SHEET 3 OF 3

RECEIVED

AUG 03 2005

**DORADO COUNTY**

EX-101N1K A44500R's PAGE 1, NO. : 093-032-52, 094-060-07, 094-060-15



March 14, 2006

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

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 37.81 acres;

Identified as County Assessor's Parcel Number(s) the most  
easterly portion of 093-032-5210 +  
094-060-07

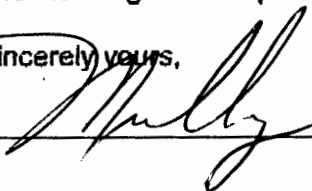
(indicate if this is a portion of the parcel, with more detailed information to be shown on the accompanying map)

Located generally in the vicinity of Fair Play  
\_\_\_\_\_, 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,



**WAC 06-0003**

March 14, 2006

**PART I**

(To be completed by applicant)

**LAND CONSERVATION CONTRACT APPLICATION**

NAME Michael Chazen PHONE (530) 620-5175  
PHONE ( )  
PHONE ( )

MAILING ADDRESS P.O. Box 313 Somerset CA 95684

ASSESSOR'S PARCEL NO.(s): (attach legal description if portion of parcel)

1. 37.81 acres of  
094-060-07

TYPE OF AGRICULTURAL PRESERVE (Check one):

Williamson Act Contract (10-year roll-out)

Farmland Security Zone (20-year roll-out)

☒  
☐

NUMBER OF ACRES TO BE CONSIDERED UNDER THIS CONTRACT 37.81

WATER SOURCE Well PRESENT ZONING 094-060-07-RE10

YEAR PROPERTY PURCHASED 1989

WHAT IS YOUR AGRICULTURAL CAPITAL OUTLAY (excluding land value)?

List specific items or improvements with value for each.

| <u>Improvement</u>                 | <u>Value</u>         |
|------------------------------------|----------------------|
| <u>deer fencing</u>                | <u>\$ 15,000.00</u>  |
| <u>plants, trellis</u>             | <u>\$ 130,000.00</u> |
| <u>water tank &amp; irrigation</u> | <u>\$ 15,000.00</u>  |
| <u>Roads</u>                       | <u>\$ 10,000.00</u>  |

17000



**PART I**  
(continued, page 3)  
(To be completed by applicant)

**CURRENT LAND UTILIZATION**

|                         |       |                    |
|-------------------------|-------|--------------------|
| Pear trees _____        | acres | Date planted _____ |
| Apple trees _____       | acres | Date planted _____ |
| Walnut trees _____      | acres | Date planted _____ |
| _____ trees _____       | acres | Date planted _____ |
| Irrigated pasture _____ | acres | Date planted _____ |
| Crop land _____         | acres | Comments _____     |
| Dry grazing _____       | acres | Comments _____     |
| Brush _____             | acres | Comments _____     |
| Timber _____            | acres | Comments _____     |
| Christmas trees _____   | acres | Comments _____     |
| Grapes <u>13</u> _____  | acres | Comments _____     |
| _____                   | acres | Comments _____     |

TOTAL ACRES 13 \_\_\_\_\_ (This figure should equal acreage under Contract)

**PLANNED FUTURE DEVELOPMENTS**

Briefly describe what future plans you have for the development of this agricultural unit.  
Please list acreage, crops and time schedule for your planned projects.

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I hereby certify that the information contained within this application is true and correct to the best of my knowledge.

Date 3/14/06 \_\_\_\_\_ Signature of Applicant 

**PART II**

(To be completed by Assessor)

Comments: See other side

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Assessor's recommendation(s): Concur

See other side

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9/28/06  
Date

  
El Dorado County Assessor

TIM HOLCOMB  
EL DORADO COUNTY ASSESSOR

**M E M O R A N D U M**

June 28, 2006

**TO:** Tim Holcomb, Assessor

**FROM:** Lon Varvel, Appraiser

**SUBJECT:** Establishment of Two Agricultural Preserves From Existing Agricultural Preserve #3 – Michael Chazen

I have examined the proposal submitted by Michael Chazen. Essentially, he will be adding a two acre home site to land that is already under contract.

Providing the Boundary Line Adjustment (BLA) is approved as intended and the two Land Conservation Contracts are approved he will be in compliance with the Williamson Act. I assume the winery is acceptable under these conditions.

I find no objections to approving the application as submitted.

**PART III**

(To be completed by Agricultural Commission)

Comments: See attached.

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Commission's recommendation(s): Recommended approval.

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Agricultural Commission



# AGRICULTURAL COMMISSION

311 Fair Lane  
Placerville, CA 95667  
(530) 621-5520  
(530) 626-4756 FAX  
[eldcag@co.el-dorado.ca.us](mailto:eldcag@co.el-dorado.ca.us)

Howard Neilsen, Chair – Livestock Industry  
Greg Boeger, Vice-chair – Agricultural Processing Industry  
Edio Delfino – Fruit and Nut Farming Industry  
David Pratt – Fruit and Nut Farming Industry  
Lloyd Walker – Other Agricultural Interests  
Gary Ward – Livestock Industry  
John Winner – Forestry/Related Industries

## MEMORANDUM

DATE: May 18, 2006

TO: Tom Dougherty  
Planning Services

FROM: Howard Neilsen  
Chair

SUBJECT: WAC 06-02 & WAC 06-03 (Z 06-09)/Michael Chazen requesting to amend existing Williamson Act Contract #3 to establish two (2) separate Williamson Act Contracts in the Fair Play/Somerset Agricultural District (District II)

During the Agricultural Commission's regularly scheduled meeting held on May 10, 2006, the following discussion and motion occurred regarding Michael Chazen's request to amend Williamson Act Contract #3.

Steve Burton provided the following information for each Williamson Act Contract request :

WAC 06-02

- Contains 117 acres of which 56.07 acres is planted in grapes
- \$865,000 has been expended in agricultural capital improvements
- \$151,389 in income

WAC 06-03

- Contains 37.81 acres of which 13 acres is planted in grapes
- \$170,000 has been expended in agricultural capital improvements
- \$35,000 in income

Staff recommendation is to approve WAC 06-02 and WAC 06-03 as they both meet the required criteria.

The applicant and his representatives were present and available for any questions.

*It was moved by Mr. Boeger and seconded by Mr. Pratt that the Agricultural Commission recommend approval of Michael Chazen's request to amend existing Williamson Act Contract #3 to establish two (2) separate Williamson Act Contracts for APN#s 093-032-52 & 094-060-25 (WAC 06-02) and APN# 094-060-07 (WAC 06-03/Z 06-09), as each separate request meets all the criteria independently. Motion passed.*

AYES: Delfino, Winner, Pratt, Boeger, Neilsen  
NOES: None



Tom Dougherty

May 18, 2006

RE: WAC 06-02 & WAC 06-03(Z 06-09)/Chazen

Page 2

If you have any questions regarding the Agricultural Commission's actions, please contact the Agriculture Department at (530) 621-5520.

HN:cmt

cc: Michael Chazen

**PART IV**

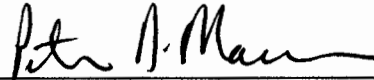
(To be completed by Planning Commission)

Date of public hearing: June 8, 2006

Action: Recommended approval.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Executive Secretary, Planning Commission

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**PART V**

(To be completed by Board of Supervisors)

Date of public hearing: \_\_\_\_\_

Action: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CINDY KECK, Clerk to the Board

By: \_\_\_\_\_  
Deputy Clerk to the Board





## **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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

El Dorado

} ss.

On

3-14-06

Date

before me,

Georja M. Burres

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

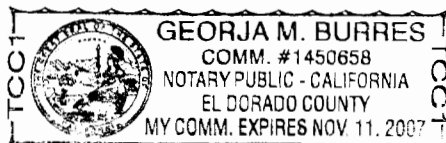
Michael

CHAZEN

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Georja M. Burres  
Signature of Notary Public

RECORDING REQUESTED BY  
Liberty Title and Escrow

AND WHEN EXTENDED HAS THE DEED AND, UNLESS OTHERWISE SHOWN  
SHOW, MAIL TAX PAYMENTS TO:

Name  
Account  
OR A  
PART  
TO  
Michael Ira Chazen and  
Alice Chazen  
12343 Old Oak Lane  
Los Angeles, CA 90049

Title Order No.

Escrow No20911mas

060069

OFFICIAL RECORDS  
EL DORADO COUNTY, CALIF.  
RECORD

Liberty Title &amp; Escrow Co.

Oct 17 12 41 PM '89

DO  
COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 460.35 and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ unincorporated area ☐ city of ..... and

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

DIAMOND R. PROPERTIES, INC., a California corporation

a corporation organized under the laws of the State of

hereby GRANT(S) to

MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants

the following described real property in the  
county of El Dorado

state of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DIAMOND R. PROPERTIES, INC

Dated October 12, 1989

BY:

Armand Chau-Vice President

BY:

STATE OF CALIFORNIA  
COUNTY OF

SS.

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO } SS.  
(in the 13th day of OCTOBER  
1989, before me, the undersigned, a Notary Public in  
and for said County and State, personally appeared  
ARMAND CHAU, personally known  
to me, proved to me on the basis of satisfactory evidence) to be the  
VICE President, and

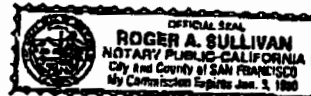
personally known to me, he proved to me on the basis of satisfactory  
evidence) to be  
Secretary of the corporation that executed the within instrument, and  
acknowledged to me that such corporation executed the within instru-  
ment pursuant to its by-laws or a resolution of its board of directors.

Signature

ROGER A. SULLIVAN

Name (Typed or Printed)  
Notary Public in and for said County and State

F 2487 R 11/82



(This area for official notarial seal)

BOOK 3224 PAGE 78

Order No. 20911

## EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; thence North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 432.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest

3063224 PAGE 70

Order No. 20911  
Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Koute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°32'18" West 146.37 feet; thence leaving said road centerline North 74°32'49" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 88.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North 18°33'12" East 38.75 feet, North 31°25'01" East 39.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°56'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.48 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.16 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.26 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°56'30" East 167.18 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

BOOK 3224 PAGE 80

Order No. 20911  
Exhibit "A" continued, page 3

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.S.2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southeast quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northeasterly of a line between those points described as "B" and "D", Northerly of a line between those points described as "B" and "C" and Westerly of a line between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edgar Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

RESERVING THEREFROM: AS TO PARCELS ONE AND TWO:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

PARCEL THREE:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

End of Document

BOOK 3224 PAGE 81

076122

RECORDING REQUESTED BY  
LIBERTY TITLE AND ESCROW COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN  
BELOW, MAIL TAX STATEMENTS TO:

Michael Ira Chazen and  
Alice Chazen  
13243 Old Oak Lane  
Los Angeles, CA 90049

Title Order No.

Escrow No. 21013-1225

OFFICIAL SEAL  
EL DORADO  
RECORDS

LIBERTY TITLE & ESCROW CO.  
DEC 22 1989

RECEIVED GARR  
COMMERCIAL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

2003  
FILED

The undersigned declares that the documentary transfer tax is \$139.70.....and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ an incorporated area ☐ city of..... and

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

DIAMOND R PROPERTIES, INC., a California Corporation

a corporation organized under the laws of the State of  
hereby GRANT(S) to

MICHAEL IRA CHAZEN AND ALICE CHAZEN, husband and wife as joint tenants

the following described real property in the  
county of El Dorado

, state of California

That portion of sections 21 and 28, Township 9 North, Range 12 East,  
Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from  
which the Southeast corner of said Section 21 marked by a 30 inch oak, bears  
South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence  
North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence  
South 45° East 300.00 feet to the point of beginning.

TOGETHERWITH:

A non-exclusive easement for road and utility purposes over the  
existing road as it presently crosses the lands described in the  
deed recorded September 10, 1981, in Book 2012 at page 177,  
Official Records.

Dated December 15, 1989

DIAMOND R PROPERTIES, Inc.

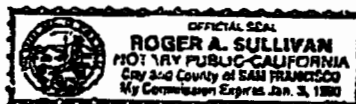
By: *[Signature]*  
Vice President

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO } ss.  
On DECEMBER 19, 1989 before me,  
the undersigned, a Notary Public in and for said County and  
State, personally appeared ARMAND F. CHAU  
known to me to be the VICE President, and

known to me to be  
Secretary of the corporation that executed the  
within instrument, known to me to be the persons who ex-  
ecuted the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corpora-  
tion executed the within instrument pursuant to its by-laws  
or a resolution of its board of directors.

*[Signature]*  
Signature of Notary

FOR NOTARY SEAL OR STAMP



APN: 94-060-07

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY TO SHOWN, MAIL AS DIRECTED ABOVE.

Name:

Street Address

City &amp; State

Description: El Dorado, CA Document-Year.DocID 1989.76122 Page: 1 of 1 3254 RE: 756

Order: 72 Comment:



## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somers, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020355-00**

Check Number 2998  
 Tuesday, MAR 30, 1999 11:38:02  
 Tel Pd \$25.00 Mar-0000130025  
 CLC/GZ/1-7

## INTERSPOUSAL TRANSFER DEED

PCOS  
FILED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(n), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemption(s): state reason and give Code § or Ordinance number \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- ☐ This is an interspousal transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL [PERRY CREEK]

Assessor's Parcel Nos. 093-031-621 and 093-060-251

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\DATA\CHAZEN\PERRYCRK.1YD

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STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

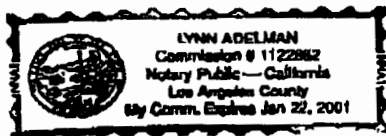
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared  
MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the  
instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**State of California**

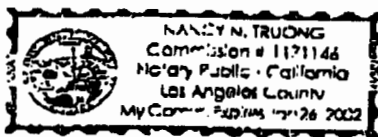
County of Los Angeles

55

On March 18, 1999, before me, Nancy N. Truong, Notary Public  
personally appeared Alice Violet Chazen

personally known to me  
proved to me on the basis of satisfactory  
evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.



Place Notes Only Above

WITNESS my hand and official seal.

### OPTIONAL

Though the information below is not required by law, it may prove valuable in persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Interspousal Transfer Deed

Document Date: 3/18/99

Number of Pages: 8

**Signor(s) Other Than Named Above:**

**Capacity(ies) Claimed by Signer**

Signer's Name: Alice Violet Chazen

✓ Individual

**Corporate Officer — Title(s):**

Partner	Limited	General
1. Capital	100%	100%
2. Control	100%	100%
3. Management	100%	100%
4. Profits	100%	100%
5. Losses	100%	100%
6. Voting	100%	100%
7. Dissolution	100%	100%
8. Transferability	100%	100%
9. Priority	100%	100%
10. Liquidation	100%	100%
11. Succession	100%	100%
12. Other	100%	100%

### Attorney in Fact

**Trustee**

Guardian or Conservator

**Other:**

**Signor Is Representing:**



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EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; then North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence

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South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40' 20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 86.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North

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18°33'12" East 38.75 feet, North 31°25'01" East 30.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°58'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.45 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.56 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.10 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.E. 2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southwest quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line

020355

between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edger Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM; AS TO PARCELS ONE AND TWO:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazon  
 Street c/o Perry Creek Vineyards  
 City & State P. O. Box 313  
 Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020359-00**

Check Number 2000

Tuesday, MAR 30, 1999 11:37:00

Tel Pd \$18.00

Nbr-0000130629

CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number \_\_\_\_\_ and \_\_\_\_\_)
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL [PERRY CREEK]

Assessor's Parcel No. 094-060-071

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATE\CHAZEN\PERRY2.170



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STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

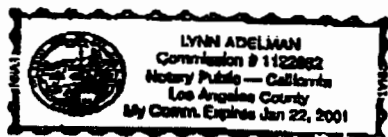
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared  
MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the  
instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

(SEAL)



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

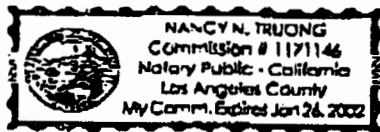
State of California

County of Los Angeles } ss.

On March 18, 1999, before me, Nancy N. Truong, Notary Public,  
Date Name and Title of Officer to be Acknowledged  
 personally appeared Alice Violet Chazen,  
Name of Signer(s)

personally known to me  
 ✓ proved to me on the basis of satisfactory  
 evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on this document  
 and could prevent fraudulent removal and reattachment of this form to another document

**Description of Attached Document**Title or Type of Document: Interposual Transfer DeedDocument Date: 3/18/99Number of Pages: 5

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

**Capacity(ies) Claimed by Signer**Signer's Name: Alice Violet Chazen

✓ Individual

Corporate Officer — Title(s): \_\_\_\_\_

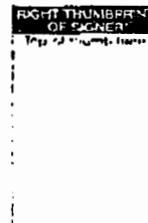
Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_



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

020359

EXHIBIT "A"

That portion of sections 21 and 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21 marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence South 45° East 300.00 feet to the point of beginning.

**TOGETHER WITH:**

A non-exclusive easement for road and utility purposes over the existing road as if presently crosses the lands described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.





## **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:

Cindy Keck  
Clerk to the Board of Supervisors

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owners

(jcb:WAC.CON/cmt:WilliamAct)  
(Revised 6/21/94)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

El Dorado

} ss.

On

3-14-06

before me,

Georja M. Burres

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

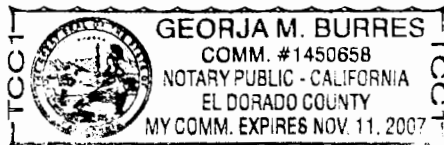
Michael

CHAZEN

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Georja M. Burres

Signature of Notary Public

060069

RECORDING REQUESTED BY  
Liberty Title and Escrow

AND WHEN RECORDING THIS DEED AND, WHOLE OR PART THEREOF, SHALL BE  
MADE, THE TAX SHALL BE PAID BY

Name  
Michael Ira Chazen and  
Alice Chazen  
12343 Old Oak Lane  
Los Angeles, CA 90048

Title Order No. Escrow No. 20911mag

OFFICIAL RECORDS  
EL DORADO COUNTY, CALIF.  
RECORDS

Liberty Title & Escrow Co.  
Oct 17 12:41 PM '89

DO NOT  
COUNT

112

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 480.35 and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
 premises or realty is located in  
☒ unincorporated area ☐ city of \_\_\_\_\_ and

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

DIAMOND R. PROPERTIES, INC., a California corporation

a corporation organized under the laws of the State of

hereby GRANTS as

MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants

the following described real property in the  
 county of El Dorado

state of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DIAMOND R. PROPERTIES, INC

Deed October 12, 1989

BY: Armand Chau Vice President  
 BY: \_\_\_\_\_

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

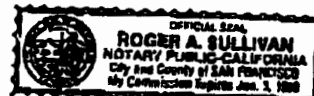
SS.

STATE OF CALIFORNIA  
 COUNTY OF SAN MATEO SS.  
 On this 13th day of OCTOBER, in the year  
1989, before me, the undersigned, a Notary Public in  
 and for said County and State, personally appeared  
ARMAND CHAU personally known  
 to me and proved to me on the basis of satisfactory evidence) to be the  
VICE President, and

personally known to me and proved to me on the basis of satisfactory  
 evidence) to be the duly authorized officer of the corporation that executed the within instrument, and  
 acknowledged to me that said corporation executed the within instrument  
 pursuant to its by-laws or a resolution of its board of directors.

Signature Roger A. Sullivan  
 ROGER A. SULLIVAN  
 Name (Typed or Printed)  
 Notary Public in and for said County and State

F 2487 R 11/89



(This area for official notary seal)

BOOK 3224 PAGE 78

Order No. 20911

## EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; thence North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 170.00 feet; thence South 22°00'00" West 70.00 feet; thence South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 33°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 16°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest

BOOK 3224 PAGE 79

Order No. 20911  
Exhibit "A" continued, page 2

quarter of said Section 28; thence South  $86^{\circ}04'46''$  East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North  $2^{\circ}14'50''$  East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South  $86^{\circ}55'27''$  East 1247.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line an said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1261, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North  $15^{\circ}41'44''$  West 33.11 feet, North  $31^{\circ}40'03''$  West 134.12 feet, and North  $32^{\circ}32'18''$  West 146.37 feet; thence leaving said road centerline North  $74^{\circ}32'49''$  East 39.99 feet to a fence corner; thence continuing North  $74^{\circ}32'49''$  East 932.43 feet South  $61^{\circ}42'27''$  East 15.74 feet, North  $64^{\circ}04'$  East 213.92 feet, North  $56^{\circ}44'$  East 113.92 feet, North  $51^{\circ}08'45''$  East 73.87 feet, North  $44^{\circ}54'22''$  East 88.37 feet, North  $29^{\circ}16'30''$  East 67.07 feet, North  $16^{\circ}10'08''$  East 48.27 feet, North  $02^{\circ}56'31''$  East 83.71 feet, North  $18^{\circ}33'12''$  East 38.75 feet, North  $31^{\circ}23'01''$  East 39.69 feet, North  $43^{\circ}53'44''$  East 41.64 feet, North  $49^{\circ}00'10''$  East 248.38 feet, North  $43^{\circ}56'14''$  East 65.80 feet, North  $25^{\circ}42'02''$  East 55.40 feet, North  $15^{\circ}17'45''$  East 67.97 feet North  $29^{\circ}29'51''$  East 29.00 feet, North  $35^{\circ}56'44''$  East 38.78 feet, North  $41^{\circ}00'51''$  East 39.01 feet, North  $47^{\circ}33'54''$  East 29.69 feet, North  $57^{\circ}12'51''$  East 19.74 feet, North  $68^{\circ}41'01''$  East 30.80 feet, South  $89^{\circ}56'51''$  East 209.16 feet, South  $89^{\circ}27'$  East 429.69 feet to a fence corner, South  $03^{\circ}09'04''$  West 188.48 feet, South  $02^{\circ}45'13''$  West 271.84 feet, South  $02^{\circ}46'40''$  West 256.84 feet, South  $4^{\circ}46'$  West 131.14 feet to a fence corner, South  $86^{\circ}10'30''$  East 307.22 feet, South  $86^{\circ}24'40''$  East 104.82 feet, South  $85^{\circ}09'40''$  East 177.90 feet South  $85^{\circ}58'$  East 79.89 feet, South  $84^{\circ}55'40''$  East 163.41 feet, South  $85^{\circ}24'40''$  East 283.68 feet, South  $85^{\circ}24'40''$  East 2.98 feet, South  $85^{\circ}56'$  East 155.26 feet, South  $85^{\circ}35'10''$  East 210.89 feet, South  $85^{\circ}40'$  East 286.06 feet, South  $85^{\circ}22'$  East 173.72 feet, South  $85^{\circ}34'30''$  East 223.07 feet, South  $85^{\circ}38'10''$  East 413.70 feet to a fence corner, North  $4^{\circ}15'20''$  East 413.13 feet, North  $3^{\circ}50'30''$  East 167.18 feet, North  $3^{\circ}24'50''$  East 234.43 feet, and North  $3^{\circ}54'20''$  East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

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Order No. 20911  
Exhibit "A" continued, page 3

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

**BEGINNING** on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and cap "L.S.2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southeast quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

**EXCEPTING THEREFROM** all that portion of the hereinabove described property lying Northwesterly of a line between these points described as "E" and "D", Northerly of a line between these points described as "D" and "C" and Westerly of a line between these points described as "C" and "B" as the same are described in that certain Boundary Line Agreement executed by and between George Edgar Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 516, El Dorado County Records.

**RESERVING THEREFROM:** AS TO PARCELS ONE AND TWO:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

End of Document

BOOK 3224 PAGE 81

03-14-06

14:25

From-First American Title Placerville

5306261167

T-250 P.006/017 F-810

076122

RECORDING REQUESTED BY  
LIBERTY TITLE AND ESCROW COMPANY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN  
BELOW, MAIL TAX STATEMENTS TO:

Name Michael Ira Chazen and  
Alice Chazen  
Address 13243 Old Oak Lane  
Los Angeles, CA 90049

Title Order No.

Escrow No. 21013-REAS

OFFICIAL 5% FOS  
EL DORADO COUNTY  
RECORDS

LIBERTY TITLE & ESCROW CO.  
DEC 22 1989

DEPOSITARY  
COUNTY OF EL DORADO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$139.70.....and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ unincorporated area ☐ city of..... and

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

DIAMOND R PROPERTIES, INC., a California Corporation

a corporation organized under the laws of the State of  
hereby GRANT(S) to

MICHAEL IRA CHAZEN AND ALICE CHAZEN, husband and wife as joint tenants

the following described real property in the  
county of El Dorado

, state of California

That portion of sections 21 and 28, Township 9 North, Range 12 East,  
Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from  
which the Southeast corner of said Section 21 marked by a 30 inch oak, bears  
South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence  
North 46° West 300.00 feet; thence North 60° East 300.00 feet; thence  
South 45° East 300.00 feet to the point of beginning.

TOGETHERWITH:

A non-exclusive easement for road and utility purposes over the  
existing road as it presently crosses the lands described in the  
deed recorded September 10, 1981, in Book 2012 at page 177,  
Official Records.

Dated December 15, 1989

DIAMOND R PROPERTIES, Inc.

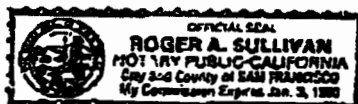
BY: *Armand F. Chau*  
Vice President

STATE OF CALIFORNIA }  
COUNTY OF SAN MATEO } ss.  
On DECEMBER 19, 1989 before me,  
the undersigned, a Notary Public in and for said County and  
State, personally appeared ARMAND F. CHAU  
known to me to be the VICE President, and-

Secretary of the corporation that executed the  
within instrument, known to me to be the persons who ex-  
ecuted the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corpora-  
tion executed the within instrument pursuant to its by-laws  
or a resolution of its board of directors.

*Roger A. Sullivan*  
Signature of Notary

FOR NOTARY SEAL OR STAMP



APH: 94-060-07

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name:

Street Address

City & State

Description: El Dorado, CA Document-Year.DocID 1989.76122 Page: 1 of 1 3264 RE: 700

Order: 72 Comment:

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somers, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
 DOC- 99-0020355-00  
 Check Number 2300  
 Tuesday, MAR 30, 1999 11:36:02  
 Tel Pd \$25.00 Mer-0000130825  
 CLC/C2/1-7

## INTERSPOUSAL TRANSFER DEED

PCOS  
FILED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the transferor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-ownership interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL [PERRY CREEK]

Assessor's Parcel Nos. 093-031-621 and 093-060-251

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRYCK.1YD

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

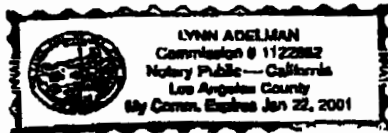
SS.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

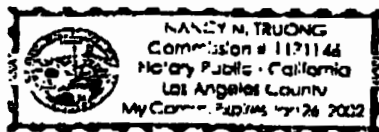
County of Los Angeles

}

On March 18, 1999, before me, Nancy N. Truong, Notary Public  
 personally appeared Alice Violet Chazen

personally known to me  
 ✓ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document  
 and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interspousal Transfer DeedDocument Date: 3/18/99Number of Pages: 8Signer(s) Other Than Named Above: ✓

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen

✓ Individual

Corporate Officer — Title(s):

Partner — Limited General

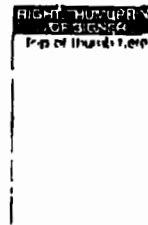
Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:



020355

EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; then North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a ½ inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence

020355

South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40' 20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 86.37 feet, North 29°16'30" East 67.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North

020355

18°33'12" East 38.75 feet, North 31°25'01" East 30.64 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°58'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.45 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.56 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.10 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.E. 2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southwest quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line



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between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edger Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM; AS TO PARCELS ONE AND TWO:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2911

mail tax statements to

Name Michael J. Chazon  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
 DOC- 99-0020359-00

Check Number 2888  
 Tuesday, MAR 30, 1999 11:37:08  
 Ttl Pd \$15.00 Net-0000130828  
 CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_ and \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- This is an interspousal transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

State of California:

SPB EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK)

Assessor's Parcel No. 094-060-071

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRY2.170

020359

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

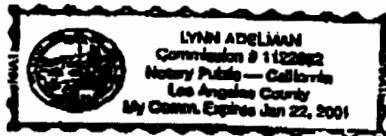
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL CHAZEN** known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

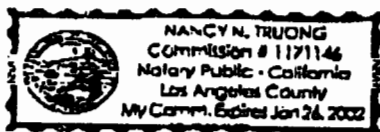
State of California

County of Los Angeles } ss.

On March 18, 1999, before me, Nancy N. Truong, Notary Public,  
 personally appeared Alice Violet Chazen

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and replacement of this form to another document

## Description of Attached Document

Title or Type of Document: Interposual Transfer DeedDocument Date: 3/18/99Number of Pages: 5

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

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen☒ Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

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

FURTHER TRANSPARENT

OF SIGNER

Page of [redacted] Pages

020359

EXHIBIT "A"

That portion of sections 21 and 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21 marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence South 45° East 300.00 feet to the point of beginning.

TOGETHER WITH:

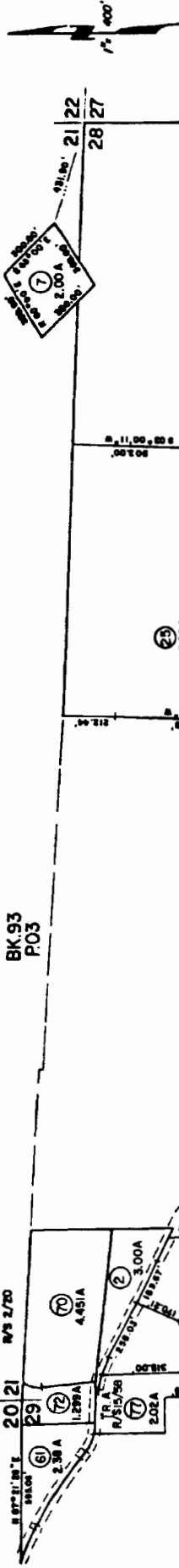
A non-exclusive easement for road and utility purposes over the existing road as if presently crosses the lands described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

94:06

POR. SECS. 21, 28 & 29, T.9N., R.12E., M.D.M.

BK 93  
P03

Tax Area Code



BK 95  
P08

BK 95  
P08

Assessor's Map Bk. 94 - Pg. 06  
County of El Dorado, California

MAR 27 2006

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

P07

## **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:

Cindy Keck  
Clerk to the Board of Supervisors

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owners

(jcb:WAC.CON/cmt:WilliamAct)  
(Revised 6/21/94)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

El Dorado

} ss.

On

3-14-06

before me,

Georja M. Burres

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

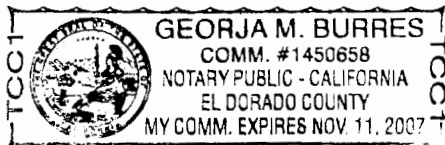
Michael

CHAZEN

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Georja M. Burres  
Signature of Notary Public

RECORDING REQUESTED BY  
Liberty Title and Escrow

060069  
OFFICIAL RECORDS  
EL DORADO COUNTY CALIF.  
RECORD

Liberty Title & Escrow Co.  
Oct 17 12 41 PM '89  
DOJ  
COUNTY CLERK

112

Had when recording had this deed and, unless otherwise shown  
shown, had for 20 days after 90.

Hand  
Michael Ira Chazen and  
Alice Chazen  
12343 Old Oak Lane  
Los Angeles, CA 90048

This Order No. Escrow No 20911m89

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$ 460.35 and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
 tenements or realty is located in  
☒ unincorporated area ☐ city of \_\_\_\_\_ and

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

DIAMOND R. PROPERTIES, INC., a California corporation

a corporation organized under the laws of the State of  
 hereby GRANT(S) to

MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants

the following described real property in the  
 county of El Dorado, state of California

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DIAMOND R. PROPERTIES, INC

Dated October 12, 1989

BY: Armand Chau-Vice President  
 BY: \_\_\_\_\_

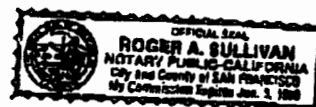
STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_ } SS.

STATE OF CALIFORNIA  
 COUNTY OF SAN MATEO } SS.  
 On the 13th day of OCTOBER, in the year  
1989, before me, the undersigned, a Notary Public in  
 and for the County and State, personally appeared  
ARMAND CHAU personally known  
 to me and proved to me on the basis of satisfactory evidence to be the  
VICE President, and

personally known to me and proved to me on the basis of satisfactory  
 evidence to be  
 Secretary of the corporation then existing the within instrument, and  
 acknowledged to me that said corporation executed the within instru-  
 ment pursuant to its by-laws or a resolution of its board of directors.

Signature Roger A. Sullivan  
ROGER A. SULLIVAN  
 Name (Typed or Printed)  
 Notary Public in and for said County and State

F 2467 R 11/82



(This area for official notarial seal)

BOOK 3224 PAGE 78

Order No. 20911

## EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; thence North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.10 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°43'50" East 432.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest

BOOK 3224 PAGE 70



Order No. 20911  
Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1261, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°32'18" West 146.37 feet; thence leaving said road centerline North 74°32'49" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°06' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 46°54'22" East 88.37 feet, North 29°16'30" East 57.07 feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North 18°33'12" East 38.75 feet, North 31°23'01" East 39.69 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°56'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.48 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.69 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 282.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.26 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.18 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.83 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

BOOK 3224 PAGE 80

Order No. 20911  
Exhibit "A" continued, page 3

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

**BEGINNING** on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.S.2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southeast quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

**EXCEPTING THEREFROM** all that portion of the hereinabove described property lying Northerly of a line between those points described as "B" and "D", Northerly of a line between those points described as "B" and "C" and Westerly of a line between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edgar Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM:** AS TO PARCELS ONE AND TWO:

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

End of Document

BOOK 3224 PAGE 81

03-14-06

14:25

From-First American Title Placerville

5306261167

T-250

P.006/017

F-810

076122

RECORDING REQUESTED BY  
LIBERTY TITLE AND ESCROW COMPANY

AND WHEN SCHEDULED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN  
BELOW, MAIL THE STATEMENTS TO:

Michael Ira Chazen and  
Alice Chazen  
13243 Old Oak Lane  
Los Angeles, CA 90049

Title Order No.

Escrow No. 21013-REAS

OFFICIAL STATEMENTS  
EL DORADO COUNTY  
RECORDS

LIBERTY TITLE & ESCROW CO.  
DEC 22 1989

NOTARY PUBLIC  
COUNTY OF SAN MATEO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

The undersigned declares that the documentary transfer tax is \$139.70.....and is  
☒ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ unincorporated area ☐ city of..... and

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

DIAMOND R PROPERTIES, INC., a California Corporation

a corporation organized under the laws of the State of  
hereby GRANTS to

MICHAEL IRA CHAZEN AND ALICE CHAZEN, husband and wife as joint tenants

the following described real property in the  
county of El Dorado

, state of California:

That portion of sections 21 and 28, Township 9 North, Range 12 East,  
Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from  
which the Southeast corner of said Section 21 marked by a 30 inch oak, bears  
South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence  
North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence  
South 45° East 300.00 feet to the point of beginning.

TOGETHERWITH:

A non-exclusive easement for road and utility purposes over the  
existing road as it presently crosses the lands described in the  
deed recorded September 10, 1981, in Book 2012 at page 177,  
Official Records.

Dated December 15, 1989

DIAMOND R PROPERTIES, Inc.

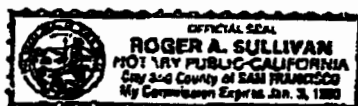
By: *[Signature]*  
Vice President

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO } ss.  
On DECEMBER 19, 1989 before me,  
the undersigned, a Notary Public in and for said County and  
State, personally appeared ARMAND F. CHAZEN  
known to me to be the VICE President, and

known to me to be  
Secretary of the corporation that executed the  
within instrument, known to me to be the persons who ex-  
ecuted the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such corpora-  
tion executed the within instrument pursuant to its by-laws  
or a resolution of its board of directors.

*[Signature]*  
Signature of Notary

FOR NOTARY SEAL OR STAMP



APN: 94-060-07

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY IS SHOWN, MAIL AS DIRECTED ABOVE.

Name

Street Address

City & State

Description: El Dorado, CA Document-Year.DocID 1989.76122 Page: 1 of 1

Order: 72 Comment:

3204 ME 700

## RECORDING REQUESTED BY

and when recorded mail to

Name Zalla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazen  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020355-00**

Check Number 2908  
 Tuesday, MAR 30, 1999 11:36:02  
 Tel Pd \$25.00 Nor-0000130625  
 CLC/C2/1-7

## INTERSPOUSAL TRANSFER DEED

PCOS  
FILED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exceptions: (state reason and give Code§ or Ordinance number) \_\_\_\_\_ and \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- ☐ This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☒ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the transferor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK)

Assessor's Parcel Nos. 093-031-621 and 093-060-251

Dated: 3-18-99

*Michael Ira Chazen*  
 MICHAEL IRA CHAZEN

*Alice Chazen*  
 ALICE CHAZEN

F:\LUPDATA\CHAZEN\PERRYCRK.1YD

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STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

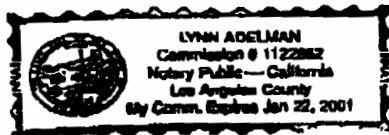
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared  
MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the  
instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



020355

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

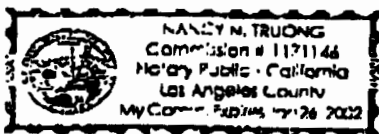
County of Los Angeles

}

On March 18, 1999, before me, Nancy N. Truong, Notary Public  
 personally appeared Alice Violet Chazen

personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are  
 subscribed to the within instrument and  
 acknowledged to me that he/she/they executed  
 the same in his/her/their authorized  
 capacity(ies), and that by his/her/their  
 signature(s) on the instrument the person(s), or  
 the entity upon behalf of which the person(s)  
 acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable in persons relying on the document  
 and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interspousal Transfer DeedDocument Date: 3/18/99Number of Pages: 8Signer(s) Other Than Named Above: /

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen☒ Individual

Corporate Officer — Title(s):

Partner — Limited General

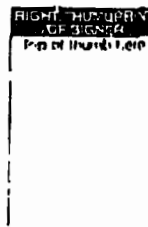
Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:



020355

EXHIBIT "A"

The land referred to in this report is situated in the COUNTY OF EL DORADO, STATE OF CALIFORNIA, and is described as follows:

PARCEL ONE

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Range 12 East, Mount Diablo Base and Meridian.

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of said land lying within the parcel of land described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300 feet; thence North 45° West 300 feet; then North 60° East 300 feet; thence South 45° East 300 feet to the point of beginning.

PARCEL TWO

All that portion of the West half of the Northeast quarter of Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, as described in the following 3 parcels:

(a) All that portion of the North half of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, marked by a 1/4 inch bolt and tag-L.S. 2822; thence South 3°00'11" West 503.00 feet along the East line of said Northwest quarter; thence North 89°40'00" West 640.00 feet; thence South 65°00'00" West 60.00 feet; thence South 38°00'00" West 120.00 feet; thence South 15°00'00" West 130.00 feet; thence South 49°00'00" West 370.00 feet; thence South 22°00'00" West 70.00 feet; thence

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South 4°00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53°00'00" West 220.00 feet; thence South 64°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Perry Creek Road; thence along said centerline the following two courses: North 14°00'00" West 47.78 feet, North 33°51'20" West 146.51 feet; thence leaving said centerline North 43°05'00" East 122.14 feet; thence South 30°40'20" East 202.39 feet; a 3/4 inch iron pipe and tag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northeast quarter of the Northwest quarter of said Section 28; thence South 86°04'46" East 639.60 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, L.S. 2822.

(b) All that portion of the West half of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Creek Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, from which said point the most Northerly corner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Deed recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" West 33.11 feet, North 31°40'03" West 134.12 feet, and North 32°52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 feet to a fence corner; thence continuing North 74°32'49" East 932.43 feet South 61°42'27" East 15.74 feet, North 64°04' East 213.92 feet, North 56°44' East 113.92 feet, North 51°08'45" East 73.87 feet, North 44°54'22" East 86.37 feet, North 29°16'30" East 67.0" feet, North 16°10'08" East 48.27 feet, North 02°56'31" East 85.71 feet, North



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18°33'12" East 38.75 feet, North 31°25'01" East 30.64 feet, North 43°53'44" East 41.64 feet, North 49°00'10" East 248.38 feet, North 43°56'14" East 65.80 feet, North 25°42'02" East 55.40 feet, North 15°17'45" East 67.97 feet North 29°29'51" East 29.00 feet, North 35°58'44" East 38.78 feet, North 41°00'51" East 39.01 feet, North 47°53'54" East 29.69 feet, North 57°12'51" East 19.74 feet, North 68°41'01" East 30.80 feet, South 89°56'51" East 209.16 feet, South 89°27' East 429.69 feet to a fence corner, South 03°09'04" West 188.45 feet, South 02°45'13" West 271.84 feet, South 02°46'40" West 256.84 feet, South 4°46' West 131.14 feet to a fence corner, South 86°10'30" East 307.22 feet, South 86°24'40" East 104.82 feet, South 85°09'40" East 177.90 feet South 85°58' East 79.89 feet, South 84°55'40" East 163.41 feet, South 85°24'40" East 283.68 feet, South 85°24'40" East 2.98 feet, South 85°56' East 155.56 feet, South 85°35'10" East 210.89 feet, South 85°40' East 286.06 feet, South 85°22' East 173.72 feet, South 85°34'30" East 223.07 feet, South 85°38'10" East 413.70 feet to a fence corner, North 4°15'20" East 413.13 feet, North 3°50'30" East 167.10 feet, North 3°24'50" East 234.43 feet, and North 3°54'20" East 483.63 feet to a fence corner; thence continuing along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

(c) All that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Northwest quarter bears North 86°04'46" West 728.00 feet, a 3/4 inch iron pipe and tag "L.E. 2822"; thence South 40°48'50" West 632.00 feet, a similar pipe; thence North 30°40'20" West 202.39 feet; thence North 43°05'00" East 437.02 feet, a similar pipe on the North line of the Southwest quarter of said Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereinabove described property lying Northwesterly of a line between those points described as "E" and "D", Northerly of a line between those points described as "D" and "C" and Westerly of a line

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between those points described as "C" and "D" as the same are described in that certain Boundary Line Agreement executed by and between George Edger Freeman, et al, and Diamond R. Properties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado County Records.

**RESERVING THEREFROM; AS TO PARCELS ONE AND TWO:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the above described land.

**PARCEL THREE:**

A non-exclusive easement for road and utility purposes over the existing road as it presently crosses the lands of the Grantor as described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

## RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer  
 Street 2029 Century Park East  
 Address Suite 1020  
 City & State Los Angeles, CA 90067-2011

mail tax statements to

Name Michael I. Chazon  
 Street c/o Perry Creek Vineyards  
 P. O. Box 313  
 City & State Somerset, California 95684

El Dorado, County Recorder  
 William E. Schultz Co Recorder Office  
**DOC- 99-0020359-00**

Check Number 2000

Tuesday, MAR 30, 1999 11:37:08

Tel Pd \$18.00

Mr-0000130828

CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 0

- ☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- ☐ Other exemptions: (state reason and give Code § or Ordinance number) \_\_\_\_\_
- ☐ Unincorporated area: ☐ City of \_\_\_\_\_ and \_\_\_\_\_
- This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has(have) checked the applicable exclusion from Reappraisal under Proposition 13:
- ☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- ☐ A transfer which takes effect upon the death of a spouse.
- ☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, or
- ☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- ☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
- ☐ Other: \_\_\_\_\_

GRANTOR(S): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants  
 hereby GRANT(S) to MICHAEL IRA CHAZEN, a single man as his sole and separate property

the following described real property in the  
 County of El Dorado

State of California:

SRB EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
 HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. [PERRY CREEK]

Assessor's Parcel No. 094-060-071

Dated: 3-18-99

MICHAEL IRA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRY2.170

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STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

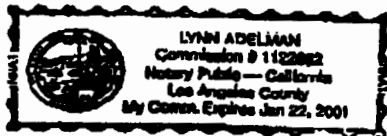
ss.

On March 18, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared  
MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged that he executed the same in his authorized capacity and that by his signature on the  
instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lynn Adelman  
Notary Public in and for said County and State

[SEAL]



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

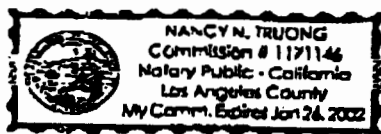
State of California

County of Los Angeles } ss.

On March 18, 1999, before me, Nancy N. Truong, Notary Public,  
 personally appeared Alice Violet Chazen

personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Interposural Transfer DeedDocument Date: 3/18/99Number of Pages: 5

Signer(s) Other Than Named Above:

## Capacity(ies) Claimed by Signer

Signer's Name: Alice Violet Chazen☒ Individual

Corporate Officer — Title(s):

Partner — Limited General

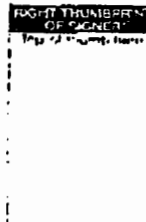
Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:



020359

EXHIBIT "A"

That portion of sections 21 and 28, Township 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21 marked by a 30 inch oak, bears South 73°25' East 431.90 feet; thence South 60° West 300.00 feet; thence North 45° West 300.00 feet; thence North 60° East 300.00 feet; thence South 45° East 300.00 feet to the point of beginning.

TOGETHER WITH:

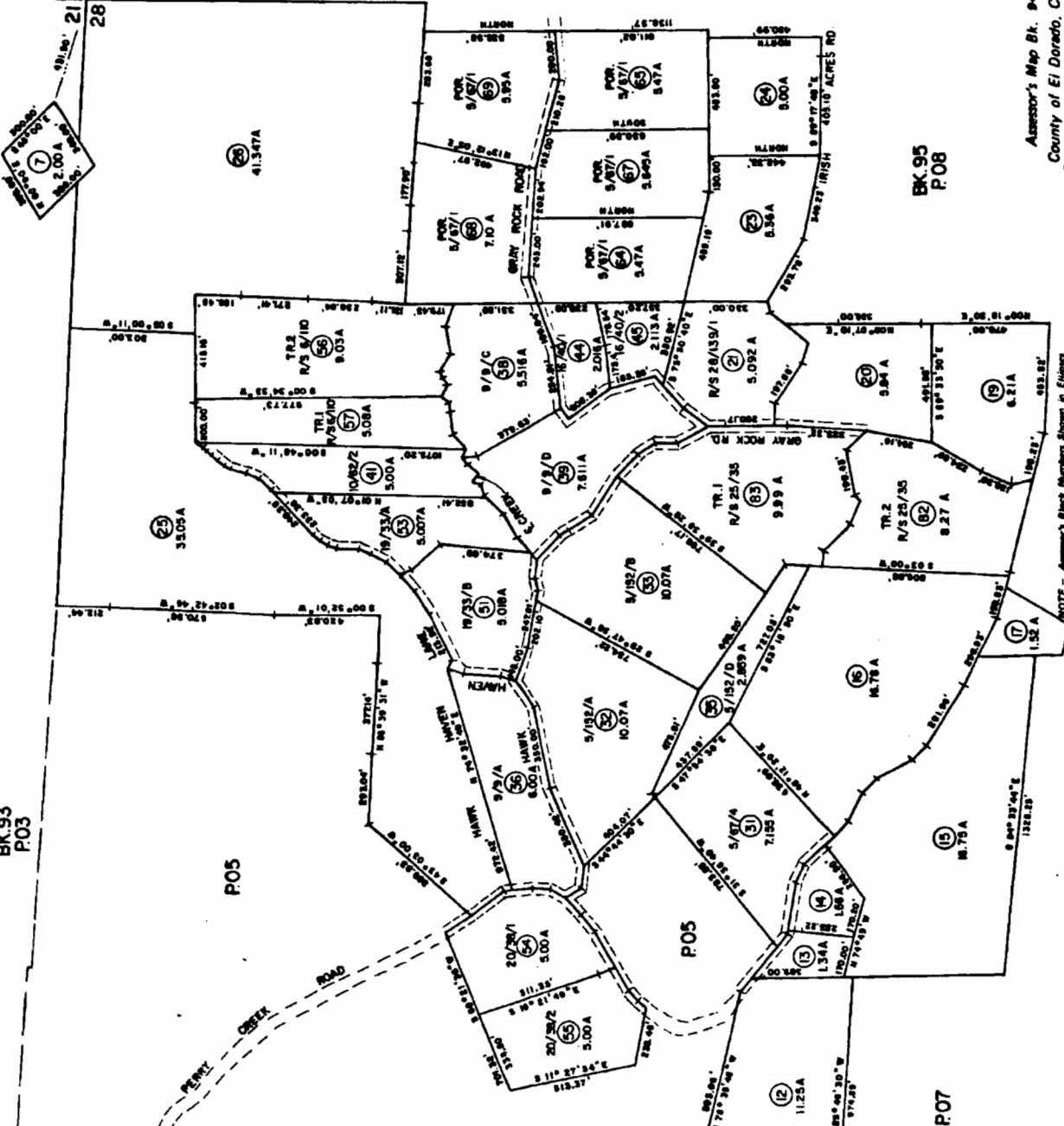
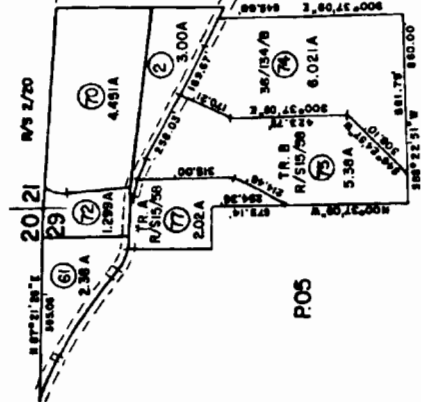
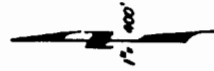
A non-exclusive easement for road and utility purposes over the existing road as if presently crosses the lands described in the deed recorded September 10, 1981, in Book 2012 at page 177, Official Records.

94:06

POR. SECS. 21, 28 & 29, T.9N., R.12E., M.D.M.

BK.93  
P.03

Tax Area Code



Assessor's Map Bk. 94 - Pg. 06  
County of El Dorado, California

MAR 27 2006

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

P.07

BK.95  
P.08

BK.95  
P.08

# DEVELOPMENT SERVICES DEPARTMENT

County of  
EL DORADO

<http://www.co.el-dorado.ca.us/devservices>

PLANNING  
SERVICES



**PLACERVILLE OFFICE:**  
2850 FAIRLANE COURT  
PLACERVILLE, CA. 95667  
(530) 621-5355  
(530) 642-0508 Fax  
Counter Hours: 7:30 AM to 4:30 PM  
[planning@co.el-dorado.ca.us](mailto:planning@co.el-dorado.ca.us)

**LAKE TAHOE OFFICE:**  
3368 LAKE TAHOE BLVD. SUITE 302  
SOUTH LAKE TAHOE, CA 96150  
(530) 573-3330  
(530) 542-9082 Fax  
Counter Hours: 7:30 AM to 4:30 PM  
[tahoebuild@co.el-dorado.ca.us](mailto:tahoebuild@co.el-dorado.ca.us)

**EL DORADO HILLS OFFICE:**  
4950 HILLSDALE CIRCLE, SUITE 100  
EL DORADO HILLS, CA 95762  
(916) 941-4967 and (530) 621-5582  
(916) 941-0269 Fax  
Counter Hours: 7:30 AM to 4:30 PM  
[planning@co.el-dorado.ca.us](mailto:planning@co.el-dorado.ca.us)

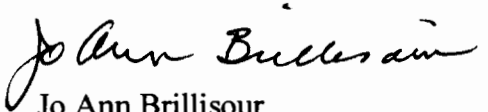
August 8, 2006

Michael Chazen  
P. O. Box 313  
Somerset, CA 95684

Dear Mr. Chazen:

Your applications for Williamson Act Contracts (WAC06-0002/WAC06-0003) have been forwarded to the Board of Supervisors and will be considered on August 22, 2006, at 2:00 p.m., in the Supervisors Meeting Room, 330 Fair Lane, Placerville, CA 95667. A copy of the memo to the Board is enclosed for your information. If you have any questions, please contact Tom Dougherty in Planning Services at (530) 621-5355.

Sincerely,

  
Jo Ann Brillisour  
Clerk to the Planning Commission

Enclosure

cc: Ed Keller



PFF:km  
ChazenRez  
7/3/06



**ORDINANCE NO. \_\_\_\_\_**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO DOES  
ORDAIN AS FOLLOWS:**

**RELATED TO REZONING IN THE FAIRPLAY AREA  
PETITIONED BY MICHAEL CHAZEN**

Section 1. The Official Zoning Map for the Fairplay Area is hereby amended to rezone the following described lands from Estate Residential Ten-acre (RE-10) zone to Exclusive Agricultural (AE) zone:

**FairplayArea**

Assessor's Parcel No. 094-060-07, being described as Section 21,  
Township 9 North, Range 12 East, M.D.M., consisting of 2.0 acres

Section 2. This ordinance shall take effect and shall become effective thirty (30) days following the adoption hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the \_\_\_\_ day of \_\_\_\_\_, 2006, by the following vote of said Board:

Ayes:

**ATTEST**  
**CINDY KECK**  
Clerk of the Board of Supervisors

Noes:  
Absent:

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**I CERTIFY THAT:**  
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

**Date** \_\_\_\_\_  
**ATTEST:** CINDY KECK, Clerk of the Board of Supervisors  
of the County of El Dorado, State of California.

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