EL DORADO COUNTY BOARD OF SUPERVISORS AGENDA ITEM TRANSMITTAL Meeting of August 22, 2006

AGENDA TITLE: Williamson Act Contracts WAC06-000 Rezone Z06-0009	02/WAC06-0003 (District II)
DEPARTMENT: Development Services/PlanningDECONTACT: Gregory L. Fuz/Tom Doughertyp)DATE: 8/3/2006PHONE: 7445/5875	CAO USE ONLY:
DEPARTMENT SUMMARY AND REQUESTED BOA by MICHAEL CHAZEN (Agent: Ed Keller) to amend Numbers 093-032-52/118.14 acres and 094-060-25/35.05 a and rezoning two acres (Assessor's Parcel Number 094-0 Exclusive Agricultural (AE) and adding said parcel to WAC of Perry Creek Road, approximately two miles east of the in RECOMMENDATION: The Planning Commission reco the project exempt from the requirements of CEQA pursua Guidelines; 2. Approve WAC06-0002/WAC06-0003 amen separate agricultural preserves; and approve Z06-0009 rezon	existing Agricultural Preserve #3 (Assessor's Parcel cres), establishing two separate agricultural preserves, 060-07) from Estate Residential Ten-acre (RE-10) to C06-0003. The properties are located on the north side tersection with Fairplay Road, in the Fairplay area . mmends the Board take the following action: 1. Find ant to Sections 15061(b) (3) and 15317 of the CEQA ding Agricultural Preserve No. 3 establishing two new
CAO RECOMMENDATIONS:	2006 AUG 11 BOARD FECENIE FL Provension
Financial impact? () Yes (X) No	Funding Source: () Gen Fund -() Other
BUDGET SUMMARY:	Other:
Total Est. Cost	CAO Office Use Only:
Funding	4/5's Vote Required () Yes () No
Budgeted	Change in Policy () Yes () No
New Funding	New Personnel () Yes () No
Savings	CONCURRENCES:
Other Total Funding	Risk Management
	County Counsel
Change in Net County Cost Other	
*Explain	
BOARD ACTIONS: AUG 2 2 2006	
Vote: Unanimous Or I	hereby certify that this is a true and correct copy of
Aves: a	n action taken and entered into the minutes of the
Noes: Board of Supervisors	
Abstentions:	ate:
Absent: Attest: Cindy Keck, Board of Supervisors Cler	
ADSENT: Rev. 04/05	-

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 twoacre 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 WAC06-0002/WAC06-0003 - As recommended by the Planning Commission June 8, 2006

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

1.1The 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

2.1The 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. <u>WAC06-0002/WAC06-0003 and Z06-0009</u> 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 Tenacre (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 <u>Fairplay area</u>. (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 200foot 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.

ATTACHMENT 2

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

Agenda of:	June 8, 2006
Item No.:	9.a.
Staff:	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
Parcel A: AE and Agricultural	117 acres; 67.5 acres of vineyard;	73.37 acres; 43.30 acres of
Preserve No. 3; current APN 093-	4,500 square foot single-family	vineyard; 4,500 square foot single-
032-52.	residence.	family residence (part of new
		agricultural preserve, WAC06-
		0002).
Parcel B: RE-10 and current APN	Two acres; no vineyard; 2,300	37.81 acres; 13 acres of vineyard;
094-060-07.	square foot single-family	2,300 square foot single-family
	residence.	residence (independent new
		agricultural preserve WAC06-
		0003).
Parcel C: AE and Agricultural	37 acres; 2.5 acres of vineyard,	44.01 acres; 10.77 acres vineyard,
Preserve No. 3; current APN 094-	winery.	winery (part of new agricultural
060-25.		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.

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

<u>Discussion</u>: 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: "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 twoacre 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.

<u>WAC06-0002 Discussion</u>: 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.

<u>WAC06-0003 Discussion</u>: 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 finaled. 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 \$35.⁰⁰ processing fee is required by the County Recorder to file the Notice of Exemption.

RECOMMENDATION: Recommend approval

Vicinity



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

Pre-BLA Parcel Boundaries

Exhibit A



WAC 06-0003

Exhibit B1



Pre-BLA Parcel Boundaries

Exhibit B2

I

2

Gneral Plan Land Use



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

Pre-BLA Parcel Boundaries

Exhibit C

1





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

Pre-BLA Parcel Boundaries

Exhibit D

I.





Exhibit F



RESOLUTION No. 190-28

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the El Dorado County Planning Commission, at a public hearing held May 12, 1988, recommended the modification of Agricultural Preserve #3, creating three new agricultural preserves, for a total of four preserves; and

WHEREAS, on June 21, 1968 , the Board held a public hearing after notice thereof, as provided by law, on said recommendation of the Planning Commission,

- IT IS HEREBY RESOLVED by the Board of Supervisors of El Dorado County that this Board does hereby delete 121.347 acres from Preserve No. 3 hereby modifying said Agricultural Preserve as set forth herein:

Preserve No.	Owners	Parcel No.	Acres	Area
A.P. 3	Diamond R Properties	93-030-32 & 94-060-25	153.19	Somerset/ Fairplay/ Mt. Aukum

** more particularly described in Williamson Act Contract dated
1988.

meeting of said Board, held on the2	lstda	y ofJune		
by the following vote of said Board:		Patricia R. L	obert E. Dorr, owe, James R. Swee sman, John N. Cefa	ney
ATTEST BILLIE MITCHELL, County Clerk and ex-officio Cronk of the Board of Supervisors		None,	n de la companya de l	
		хте Сорієя :	ENT TO	
		A stalling	Later ArtitEx	chibit G1



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:

Preserve	No. Owner	Parcel Nos.	Acres	Area
302	Chazen, Michael	093-032-52* and	118.14	Fairplay
$+ \zeta^{\prime}$		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:

Ayes:

Attest: Cindy Keck Clerk of the Board of Supervisors

Noes: Absent:

ву:___

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:

ARCEL MAR ARCEL MAR Granticulo or Tille 5/1/0 Fille 5/1/0





	March 14, 20 04
PAR (To be completed)	
LAND CONSERVATION CO	ONTRACT APPLICATION
NAME Michael Chazen	
MAILING ADDRESS P.D. BOX 313	Somerset CA 95484
ASSESSOR'S PARCEL NO.(s): (attach lega MOST Westerly 73-37 acre D94-060-25	· · · · · · ·
TYPE OF AGRICULTURAL PRESERVE (Ch	eck one):
Williamson Act Contract (10-year roll-o Farmland Security Zone (20-year roll-o	
NUMBER OF ACRES TO BE CONSIDERED	UNDER THIS CONTRACT 117
WATER SOURCE Wells	PRESENT ZONING
YEAR PROPERTY PURCHASED 19	89
WHAT IS YOUR AGRICULTURAL CAPITAL	
List specific items or improvements wit	h value for each.
Improvement	Value
Vines, trellis	\$ 575,000. 21
Wells & Irragation	\$ 40,000.00
Winery building	\$ 400,000.00
barrel Storage building	4 250,000:∞ 1,265_00

PART I (continued, page 2) (To be completed by applicant)

If improvements total under \$45,000, explain what agricultural capital improvements will be made in the next three years.

- NA-

WHAT IS YOUR CURRENT GROSS INCOME FOR AGRICULTURAL PRODUCTS?

Product		Income
grapes into wine	\$	<u>Income</u> .,151,389-
J		-
	Total \$	151.389

NOTE: Total gross income must exceed \$13,500 per year for high intensity farming (orchards, vineyards, row crops), or \$2,000 for low intensity farming (grazing). If the total does not exceed these amounts, when do you anticipate your agricultural operations will gross this amount?

- NA -

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 ACRES5_6 PLA Briefly describe what future	NNED FUTUR plans you have	E DEVELOPMENTS
TOTAL ACRES <u>56</u> PLA Briefly describe what future	NNED FUTUR plans you have	E DEVELOPMENTS
TOTAL ACRES <u>56</u> PLA Briefly describe what future	NNED FUTUR plans you have	e for the development of this agricultural unit

(To be completed by Assessor) other so See Comments: Assessor's recommendation(s): See other side Et Dorado 9/28/06 Date Assessor

TIM HOLCOMB EL DORADO COUNTY ASSESSOR

MEMORANDUM

June 28, 2006

то:	Tim Holcomb, Assessor

FROM: Lon Varve, Appraiser

SUBJECT: Establishment of Two Agricultural Preserves From Existing Agricultural Preserve #3 – Mchael 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.

-	See attached	
Comments:	See attached.	
Commission's re	ecommendation(s): Recommend approval.	
Commission's re	ecommendation(s): Recommend approval.	
Commission's re	ecommendation(s): <u>Recommend approval.</u>	
Commission's n	ecommendation(s): <u>Recommend approval.</u>	
Commission's re	ecommendation(s): <u>Recommend approval.</u>	
Commission's re	ecommendation(s): <u>Recommend approval.</u>	
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Commission's re	ecommendation(s): <u>Recommend approval.</u>	
Commission's re	ecommendation(s): <u>Recommend approval.</u>	
Commission's re	ecommendation(s): Recommend approval.	
Commission's re		
	ecommendation(s):Recommend approval.	



AGRICULTURAL COMMISSION

311 Fair Lane Placerville, CA 95667 (530) 621-5520 (530) 626-4756 FAX <u>eldcag@co.el-dorado.ca.us</u> 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 – Førestry/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 : <u>WAC 06-02</u>

- 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
Date of public hearing:	June 8, 2006
Action:	Recommended approval
	P.t. A. Mann
	Executive Secretary, Planning Commission
	PART V be completed by Board of Supervisors)
Date of public hearing:	be completed by Board of Supervisors)
Date of public hearing: Action:	be completed by Board of Supervisors)
Date of public hearing: Action:	be completed by Board of Supervisors)
Date of public hearing: Action:	be completed by Board of Supervisors)
Date of public hearing: Action:	be completed by Board of Supervisors)
Date of public hearing: Action:	be completed by Board of Supervisors)
Date of public hearing: Action:	be completed by Board of Supervisors)

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:
 - 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 hasheld 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.

· · ·	RECORDING REQUESTED BY Liberty Title and Escrow	060069 OFFICE 10 1995 FLORADO 10 1995 ACCOND 10 1997 Library Title & Barray Co.	
	How was to structure to How Michael Ira Chazen and Alice Chazen and 12343 Old Oak Lane box Los Angeles, CA 90049 Citle Order No. Escrow No2091 imas	OLT 17 12 41 PH '89 DGD COLUMN COLUMN SPACE ABOVE THIS LINE FOR RECORDER'S USE	
	Corporation	on Grant Deed	
	tenemenes or reality to located in	encombrances remaining thereon at the time of sale. The land,	
	DIAMOND R. PROPERTIES, INC., a Cal a componentian angenized upder the laws of the State of hereby GRANT(5) to MICHAEL IRA CHAZEN and ALICE CHAZE	ifornia corporation N, husband and wife as Joint Tenants	
•	the following described real property in the county of El Donado . SEE EXHIBIT "A" ATTACHED HÉRETO AN	state of Californiau ID MADE A PART MEREOF	
		·	
	Deced	DIAMOND R. PROPERTIES, INC <u>BY: Armana technology</u> V.Pres. Armana Chay-Vice Eresident <u>BY: </u>	
	STATE OF CALLFORNIA COUNTY OF CIVINTY OF CIVINTY OF In the 13 TFT day of OCTOBER, in the BODE , before we, the untergreat, a Noisty Put and for and County and State, prenewity appeared reasonable to see the uniformatic presenting appeared reasonable to see the uniformatic presenting of uniformatic vidences to b reasonable	lic (n : :	
CHICAGO TTLE CONONATION Super	Paramethy Lacque to one the served to nee off the toxic of entity and control to the composition than excluded the while associated acknowledged to me then such composition executed the within a reant puttakent on its by times or a resolution of its based of direct Segasture France State States States Description of the States of the States Nglary Public in and for and County and State		
	F 2447 A 13162	NOR 3224 INT 78	

Description: El Dorado, CA Document-Year. DocID 1989.60059 Page; 1 of 4 Order: 72 Comment:



093.071-54

694-000 07

097-060-65

F-810

Order No. 20911

EXRIBIT "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, Sange 12 East, Mount Diablo Esse 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 Esstetly corner of the property herein described from which the Southcast corner of said Section 21, marked by a 30 inch oak, bears South 73°25' East 431.90 feet; theoce South 60° Wees- 300 feet; theoce North 45° East 300 feet; thence North 60° East 300 feet; theoce South 45° East 300 feet to the point of beginning.

PARCEL THO

All that portion of the West bolf of the Kortheast quarter of the Southeast quarter of the Northwest quarter of Section 28, Toxmship 9 North, Range 12 East, Mount Diablo Base and Meridian, at described in the following 3 parcels;

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

BEGIRMLNG at the Northeast corner of the Northwest quarter of the Northeast quarter of said Saction 28, warked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3°00'11" Vest 503.00 feat along the East line of said Northwest quarter; thence North 89"40'00" West 660.00 feat; thence South 65"00'00" West 60.00 feat; thence South 38"00'00" West 120.00 feet; thence South 15"00'00" West 130.00 fest; thence South 49"00'00" West 370.00 feet; thence South 38"00'00" West 115.00 feet; thence South 15"00'00" West 22"00'00" West 70.00 feet; thence South 4"00'00" West 115.00 feet; thence South 20'00" 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" Veat 1045.20 feet to the centerline of Perry Creek Road; thence along and centerline the following two courses: North 14"00'00" West 47.76 feet, North 33"51'20" Yeat 146.51 feet; thence South 30"40"20" East 202.39 feet; a 3/4 inch iron pipe and tog L.S. 2822; chence Worth 40"63"50" East 632.00 feet a sinjlar pipe on the South 10" of the Northeast quarter of the NorthWest

300x 3224 FASE 79

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F-810

Order ¥a. 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 Worthwest quarter of the Northeast quarter of said Saction 28, e similar pipe; thence North 2714'50" East 1315.26 fast 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 Kaute Malson, L.S. 2822.

(b) All that portion of the West half of the Marthemst guarter and the (b) All that portion of the west pair of the mattheast quarter and the Southeast quarter of the Northwast quarter of Section 26, Townbip 9 North, Range 12 East, Nowat Diablo Base and Maridian, lying Southerly and Besterly of the showe described parcel and lying Northerly of that certain sxiscing fence line as said fence line is described in that certain Boundary Line Agreement recorded January 6, 1974, in Book 1261, page 508, Official Records, and more perticularly described as follows:

BEGISNING at the Westerly terminus of said line, a point in the centerline of Porty Crock Road in the Northwest quarter of Section 28, Township 9 North. Range 12 East, Nount Diablo Base and Muridian, from which said point the most Northerly corner of that certain parcel of loud coaveyed to Ronald A. Cotton and Rosa L. Cotton, husband and wife. by Dead recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears North 15°41'44" Vest 33.11 feet, North 31°40'03" West 134.12 feet, and Horch 32°52'18" West 146.37 feet; theore leaving said tost centerline North 74°32'49" East 39.99 feet to a thence leaving said toad canterline Morth 74"32'49" East 39.99 feat to a fence corner; thence continuing North 74"32'49" East 39.99 feat to a fence corner; thence continuing North 74"32'49" East 932.43 feat South 61"62'27" East 15.74 feet, Borth 64"04' East 213.92 feat, North 56"44' East 113.92 feet, North 51"08'45" East 73.87 feet, North 46"51'22" East 68.37 feat, North 29"16'30" East 67.07 feat, North 16"10'08" East 48.27 feat, North 02"56'31" East 85.71 feat, North 18"33'12" East 18.75 feet, North 31"23'01" East 39.69 feet. North 43"55'14" East 41.66 feat, Sorth 49"00'10" East 246.38 feet, North 43"55'14" East 65.80 feet, North 25"42'02" East 55.40 feet, North 15"17'45" East 67.97 feet North 41"00"51" East 39.01 feet, North 47"53"54" East 23.69 feet, North 41"00"51" East 19.01 feet, North 68"41'01" East 30.80 feet, South 89"56'51" East 29.16 feet, South 89"27' Ea.: 429.69 feet, South 89"56'51" East 209.16 feet, South 88"27' Ea.: 429.69 feet to a fence corner, South 03"05'04" Wast 188.66 feet, South 6"46' West 131.16 feet to feet, South 02'46'40" West 256.84 faet, South 4"46' West 131.14 feet to Isst, South 04 40 40" WART 430.09 Isst, South 4 40" West 131.14 [set t a fence corner, South 86"10'30" Esst 307.22 fest, South 86"24'40" Esst 104.82 fest, South 85"05'40" East 177.90 fest South 85"58" East 79.89 fest, South 86"55'40" East 163.41 fest, South 85"56' Esst 155.26 feet, South 85"24'40" Esst 2.98 fest, South 85"56' Esst 155.26 feet, fact, South 85'24'40" 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 feat to a fence corner; thence concinning along a prolongation of the last said line Northerly to a point on the North line of said Section 27.

MUGK 3224 MSE 80

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Description: El Dorado,CA Document-Year.DocID 1989.60069 Page; 3 of 4 Order: 72 Comment:

F-810

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

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

BEGISWING on the North line of the Southeast quarter of the Northwest BEGISNING on the North line of the Southasst quarter of the Northwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Borthwest quarter bears North 86°04'46" West 728.00 fest, s 3/4 inch iron pips and sag "L.S.2022"; thence South 40°48'50" Nest 632.00 fest, a similar pips; thence North 30°60'20" West 202.39 feet; thences 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 feat to the point of beginning.

EXCEPTING THEREFROM all that portion of the herelaabove described property lying Northwastarly of a line between those points described as "D" and "D". Northerly of a line between those points described as "D" and "C" and Westerly of a line between those points described as "D" "A" as the same its described in that certain Boundary Line Agreement executed by and between George Edgar Fromain, et al, and Dismond R. Properties Inc., & California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Doredo County Records.

RESERVING THEREFROM: AS TO PARCELS GNE AND THO:

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

3224 PAGE 81

Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 4 of 4 Order: 72 Comment:

BECKNOWED RADUCESTED SP BERKET TITLE AND ESCROW COMPARY ILBERT TITLE AND ESCROW COMPARY Impact And Escrew and A		Title Placerville 076122	5306261167 (T-250 P 006/017	F-810
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	Name Sant	Address	City & State	1	

RECORDING REQUESTED BY

and when recorded mail to

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

mail tax statements to

Name Michael I. Chozen Street c/o Perry Creek Vincyards P. O. Box 313 Somersel, California 95684 City & State

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-9000130525 CLC/C2/1-7

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INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 I.e., Calif. Const. Art 13A81 et.seg.) The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct: Documentary transfer tax is \$... Ø Computed on full value of property conveyed, or - computed on full value less value of liens and encumbrances remaining at D

time of sale, or I 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, assols between spouses, pursuant to a judgment, an order, or a written agreement between spousos in contemplation of any such judgment or order. Other exemptions: (state reason and give Codes or Ordinance number_

- D Unincorporated area: D City of **F**1
 - 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 offect 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 **JX** or legal separation, or
- A creation, transfer, or termination, solely between sponses, of any co-owner's interest.
- The distribution of a logal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the logal 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 El Dorndo County of

. State of California;

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

Assessor's Parcel Nos. 093-031-621 and 093-060-251 -18-9 Dated: LRA CHAZEN MICHAEL ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRYCK. IYD

Description: El Dorado, CA Document-Year.DocID 1999.20355 Page: 1 of 7 Order: 72 Comment:

020355

STATE OF CALIFORNIA) 55.) COUNTY OF LOS ANGELES ۱

On March 18, 1999, bafaro 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 scal.

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Notary Publ

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Slate of California)
county of Los Angeles	SS .
County of Lacs_FIX.geness	J
On March 18, 1999, before me. No personally appeared Alice Violet	may N. Truchg, Notary Public
personally appeared	
	personally known to me proved to me on the basis of setisfactory evidence
NANILY N. TRUONG Commission # 1121146 Horary Public - California Las Angeles County My Commission # 12212	to be the person(s) whose name(s) is/are subscribud to the within instrument and acknowledged to me that he/she/they executed the same in his/ner/their authorized capacity(ies), and that by hut/her/their signature(s) on the instrument the person(s), of the eatily upon behalf of which the person(s), of the eatily upon behalf of which the person(s) acted executed the instrument.
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Signor is Representing:	

Description; El Dorado, CA Document-Year.DocID 1999.20355 Page: 3 of 7 Order: 72 Comment:

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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:

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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 guarter 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 fcet: 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 conterline 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 40º48'50" East 632.00 feet a similar pipe on the South line of the Northcast 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 torminus 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 fect 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 \$1"08'45" East 73.87 feet. North 44"54'22" East 86.37 feet, North 29º16'30" East 67.0" feet, North 16º10'08* East 48.27 feet. North 02"56'31" East 85.71 feet, North

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Description: El Dorado, CA Document-Year.DocID 1999.20355 Page: 5 of 7 Order: 72 Comment:

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18º33'12" East 38.75 feet, North 31º25'01" 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 57º12'51" East 19.74 feet, North 68º41'01" 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 fcet, South 85"09'40" East 177.90 feet South 85"58' East 79.89 fect, 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 4º15'20" East 413.13 feet, North 3º50'30" 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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Description: El Dorado,CA Document-Year.DocID 1999.20355 Page; 6 of 7 Order: 72 Comment:

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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.

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Description: El Dorado, CA Document-Year, DocID 1999.20355 Page: 7 of 7 Order: 72 Comment:

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RECORDING REQUESTED BY

and when recorded mail to

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

mail tax statements to

Name Michael I. Chazon Street c/a Porry Crosk Vincyards P. O. Box 313 City & State Somerset, California 95684 El Dorado, County Recorder Hillian E. Schultz Co Recorder Office DOC- 99-0020359-00 Check Number 2000 Tuesday, MAR 30, 1959 11:37:00 Nor-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 tiens and encombrances remaining ut time of sale, or is exempt from imposition of the Doctmentary Transfor 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.

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 trust.
- A transfer which takes effect upon the death of a spouse.
- [X] A transfer to a spouse or former spouse in connection with a property souldmant agreement or decree of dissolution of marriage or legal separation, or
- A creation, transfer, or termination, solely between spouses, of any co--numer'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.
- Othor:_____

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

3-18-99 Dated

MICI CHAZEN ALICEC

F:\UPDATA\CHAZEN\PERRY2.17D

Description: El Dorado,CA Document-Year.DocID 1999,20359 Page: 1 of 4 Order: 72 Comment; ł

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020359

STATE OF CALIFORNIA)	
)	55 ,
COUNTY OF LOS ANGELES)	

On March 18, 1999, before me, the undersigned, a Notury 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 seknowledged that he executed the same in his authorized capacity and that by lifs signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official scal.

Aynu adelman Notary Public in und for said County and State

[SEAL]



Description: El Dorado, CA Document-Year,DocID 1999,20359 Page: 2 of 4 Order: 72 Comment:

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020359

State of California)	
county of Los Ang	eles	\$ \$5.	
on March 18,1999.	before me. <u>N</u> e. Violet	Charles Marting Hotar	y Public
		parsonally known to me proved to me on the basis of evidence	of satisfactory
Los Angele	- Colifornia É - Colifornia É al County ret Jon 26, 2002	to be the person(s) whose ne subscribed to the within insi acknowledged to me that he/she/it the same in bis/her/their- capacity(jes), and that by signature(s) on the instrument the the entity upon behalf of which the acted, executed the instrument. WITNESS my hand and official se	trument and hey executed authorized his/her/their person(\$), or the person(\$)
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Signor is Représenting:			

_Description: El Dorado,CA Document-Year.DocID 1999.20359 Page; 3 of 4

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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, hears 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.

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Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 4 0f 4 Order: 72 Comment:



BK.46



WILLIAMSON ACT CONTRACT

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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;

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- 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.

LAND USE.

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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.

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- 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.

Williamson Act Contract

- 4 -

- 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.

- 5 -

8. EMINENT DOMAIN.

a. In this section:

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- (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.

Williamson Act Contract

- 6 -

 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/cml:WilliamAct) (Revised 6/21/94)

Williamson Act Contract

P.012/013

MAR-13-2006(MON) 15:17 REALTY WORLD-KELLER & ASSOCIATES (FAX)1 530 622 1214

-7-

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of <u>El Dorado</u>	} \$\$\$.
On <u>3 - 14 - 06</u> before me, _	Georia M. Burres
personally appeared	Name and Title of Officer (e.g., "Jane Doe, Notary Public") <u>OHAZEN</u> Name(s) of Signer(s)
GEORJA M. BURRES	 Tpersonally 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
O COMM. #1450658 O NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY MY COMM. EXPIRES NOV. 11, 2007	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.
WAC 06-0003

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	FOR A VALUABLE CONSIDERATION, receipt of whi	ich is h avby acknowledged.	
	DIANONO R. PROPERTIES, INC., a Cali		
	a curporation accentical under the laws of the State of		÷
	hereby GRANTIS) an	, husband and wife as Joint Tenants	
	che following described rest property in the county of El Donado , w	ste of California	
	SEE EXHIBIT "A" ATTACHED HERETO AND	MADE A PART MEREOF	
		DIAMOND R. PROPERTIES, INC	
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Description: El Dorado, CA Document-Year, DocID 1989.60069 Page: 1 of 4 Order: 72 Comment:

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F-810

Order No. 20911

PARCEL ONE

Diablo Hase and Meridian.

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:

0-73.031-54 694-000 07

097-060-65

EXCEPTING from the Southeast quarter of the Southeast quarter of said Section 21, that portion of soid land lying within the parcel of land described as follows: BECHNHIME at the most Esserily corner of the property herein described from which the Southeast corner of said Section 21, marked by s 30 inch sak, bears South 73°25' East 431.90 feet; throne South 60° West 300 feat; thence North 45° Mast 300 feet; theore South 60° West; 300 feet; thence South 45° East 300 feet to the point of beginning.

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Esnge 12 East, Mount

PARCEL THO

All that portion of the West bulf of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28, Township 9 Worth, Anga 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, Nount Diablo Ease and Meridian, described as follows:

BEGINGING at the Kortheast corner of the Korthwest quarter of the Mortheast quarter of said Section 28, warked by a 1/2 inch bolt and tag-L.S. 2822; thence South 3'00'11" Vest 503.00 feet along the East line of said Morthwest quarter; thence North 89"40'00" West 60.00 feet; thence South 65"00'00" Vest 60.00 feet; thence South 38"00'00" Vest 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 115.00 feet; thence South 15"00'00" West 22"00'00" West 115.00 feet; thence South 53"00'00" West 220.00 feet; thence South 66"00'00" West 185.00 feet; thence South 26"00'00" West 115.00 feet; thence South 53"00'00" West 220.00 feet; thence South 66"00'00" West 185.00 feet; thence south 74"60'00" West 1045.20 feet to the centerline of Perry Creek Road; theme along and centerline the fellowing two courses: North 14"00'00" West 47.76 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 63.00 feet; al/4 inch iron pipe and teg L.S. 2822; thence North 40"63'50" East 63.00 feet ea similar pipe on the South 10" 00" the Northeast quarter of the Northwest

Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 2 0f 4 Order: 72 Comment:

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Order Vo. 20911 Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86'04'46" East 639.60 feet to the Seuthwast corner of the Northwest quarter of the Mortheast quarter of said Section 28, a similar pipe; thence North 2"14'50" East 1315.26 feet to the North quarter corner of eaid Section 28, a similar pipe; thence South 86"55'27" East 1247.80 feet to the point of beginning. According to a survey made November 1967 by Knues Helson, L.S. 2022.

(b) All that portion of the West helf of the Morthemst quarter and the Southeast quarter of the Northemst quarter of Suction 28, Township 9 North, Range 12 East, Nount Diablo Base and Meridian, lying Southerly and Essterly of the above described parcel and lying Northerly of that certain axisting fonce line as said fence line is described in that cattein Boundary Line Agreement tecorded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

BEGIENING at the Nesterly terminus of said line, a point in the centerline of Perry Grask Road in the Northwest quarter of Section 28, Township 9 North. Range 12 East. Nount Diablo Base and Meridian, from which said point the most Northerly cornsr of that certain parcel of land conveyed to Ronald A. Corron and Rose L. Cotton, husband and wife. by Dead recorded October 14, 1970, in Book 1011 of Official Records of EL Borado County at page 728, bears North 15°41°44" Wast 33.11 fast. Nerth 31°40°03" West 134.12 fast, and North 32°21'18" Wast 146.37 fast; thence lasving sold road centerline North 74°32'49" East 39.99 fast to a fence corner; thenes centiming Marth 74°32'49" East 39.99 fast to a fence corner; thenes centiming Marth 74°32'49" East 38.75 fast, 36.37 feat. North 29°16'30" East 67.07 fast. North 16°10'08" East 48.27 feat, North 02°56'31" East 65.71 fast, North 16°30'14" East 48.75 fast, North 31°25'01" Fast 39.69 fest. North 43°53'44" East 38.75 fast, North 31°25'01" Fast 39.69 fest. North 43°53'44" East 65.00 fost, North 25°42'02" East 248.38 fest. North 43°53'44" East 65.00 fost, North 25°42'02" East 29.00 fest. North 43°53'44" East 67.97 fest Korth 25°42'02" East 29.00 fest. North 43°53'44" East 30.78 fest. North 25°42'02" East 29.00 fest. North 67'53'54" East 29.69 fest. South 87°50'51" East 29.01 fast. North 67'53'54" East 29.69 fest. South 87°50'51" East 29.01 fast. North 68°41'01" Fast 30.80 fest. South 87°50'51" East 209.16 fest. South 87°27' East 43.08 fest. South 87°50'51" East 209.16 fast. South 87°24'40" East 23.69 fest to a fence corner, South 03'09'04" Wast 188.48 fest. South 02°45'13" Wast 271.84 fast. South 85°24'40" East 2.08 fast. South 85°24'40" East 23.69 fest. South 85°24'40" East 2.08 fest. South 85°24'40" East 23.69 fest. South 85°24'40" East 2.08 fest. South 85°24'40" East 23.69 fest. South 85°24'40" East 2.08 fest. South 85°24'10" East 238.08 fest. South 85°340" Fast 163.41 fest. South 85°36' East 79.89 fest. South 85°340" East 2.08 fest. South 85°36' East 79.89 fest. South 85°34

MONT 3224 MEE 80

Description: El Dorado, CA Document-Year.DocID 1989.60069 Page; 3 of 4 Order: 72 Comment:

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350x 3224 PAGE 81

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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, Towaship 9 Worth, Mange 12 East, Mount Diablo Base and Meridian, described as follows:

BIGLENTING on the North line of the Southeast quarter of the Northwest quarter of soid Section 28 at a point from which the Northwest corner of the Southeast quarter af said Northwest quarter bears North 86°04'46" West 723.00 feat, a 3/4 inch iron pipe and sa "h.S.2022"; thence South 40°48'50" West 632.00 feat, a similar pipe; thence North 30°40'20" West 202.39 fact; these 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 THEREFRON all that portion of the hereisabove described proparty lying Northwesterly of a line between these points described as "E" and "D". Mortherly of a line between those points described as "D" and "C" and Westerly of a line between those points described as "C" and "C" and Westerly of a line between those points described as "C" and "C" and Westerly of a line between those points described as "C" and "C" and westerly of a line between those points described as "C" and "C" and westerly of a line between those points described as "C" and "C" and westerly of a line between those points described as "C" and "C" and westerly of a line between George Edgar Framesh, at al, and Dismond R. Properties Inc., a Californis corporation, recorded October 30, 1981, book 2026, Official Records, page 525, El Deredo County Records.

RESERVING THEREFROM: AS TO PARCELS GHE AND TWO:

A non-exclusive easement for road and utility purposes over the axisting 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

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FOR A VALUABLE CONSIDERATION, receips of w	hich is hereby acknowledged,			
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HICHAEL IRA CHAZEN AND ALICE CHA	EN, husband and wife as joi	nt tenants		
. the following described teal property in the country of EX Dorado	state of Californian			
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STATE OF CALIFORNIA	ss Vice Predde	*	Ĩ	
COUNTY OF <u>SAM MATEO</u> On DECEMBER 19, 1989 before the undersigned, a Norary Public in and for said County State, personally appeared ALMAND F-CHE known to me to be the VICE. President, and	me,		novečela i Nik	
known to no n Surregay of the corporation that executed within Instrument, known to ne to be the persons who pound the within Instrument on behalf of the corporat	ihe Ex: Ion	OR STANP		
therein named, and acknowledged as me that such corportion executed the within instrument persuant to its by-the or a resolution of its board of directors.	ROGER ROGER ROLLAR COLA	ALALSEN A. SULLIVAN BUCCALIFORMA M SAN FRANCISCO In Eports An 3, 1180	577-16-1 -	
A Signature of Notary	APN: 94-060-07			
MAS. TAX STATEMENTS TO MART SHOWN ON FOLLOWING L		ANNE.		
Name Same	Adam.	City & State		
Description: El Dorado, CA Document-Year, Do Order: 72 Comment;	ciD 1989.76122 Page; 1 0;	15.3264 mc70	51	

RI	CORDING REQUESTED BY	El Dorado, County Recorder
	and when recorded mail to	William E. Schultz Co Recorder Office
Name	Zolla and Meyer	DOC- 99-0020355-00 Chadt Number 2000
Street	2029 Century Park East	Tuesday, HAR 30, 1989 11:38:02
Address	Suite 1020	Tel Pd \$28.00 Nor-6600130625
City & State	Los Angelas, CA 90067-2911	CLC/C2/1-7
	mail tax atatements to	
Name	Michael I. Chazen	
Street	c/o Perry Creek Vincyards	Í
	P. O. Box 313	1
City & State		•
GRANT DE	ED (Excluded from Reappraisal Under Propos ned Grantor(s) declare(s) under penalty of per	SAL TRANSFER DEED ition 13 i.e., Calif. Const. Art 13 A § 1 et.seq.) jury that the following is true and correct:
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SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REPERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK)

AKSekkor's Parcel Nos. 093-031-621 und 093-060-251

- 18 ろ 9 _ Dated:

MICHAEL IRA CHAZEN 1 U ALICE CHAZEN

F: UPDATA CHAZEN PERRYCRK. IYD

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Description: El Dorado, CA Document-Year.DocID 1999.20355 Page; 1 of 7 Order: 72 Comment:

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STATE OF CALIFORNIA 1) 55. COUNTY OF LOS ANGELES)

On March 18, 1999, bafare me, the undersigned, a Notary Public in and for sold State, personally appeared MICHAEL CHAZEN known to mu or proved to use 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.

In and for said County and State

Notary

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County of Los Angeles	•••••••••
on March 18, 1999, before me, No	aney N. Truong, Notery Public
	A Star And I to a Good of Star And Anter And
personally appeared Alice Violet	Onaren
	personally known to me
	proved to me on the basis of statisfactory
	eviderice
	to be the person(y) whose name(s) is/are
	subscribud 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 buckhar/their
NANEY N. TRUONG	signature(if) on the instrument the person(if), or the entity upon behalf of which the person(i)
Commission # 1171146	acted executed the instrument.
Los Angelos Catilamia	
My Com- = +10 1445 -71 76 7012	WITNESS my hand and official seal.
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Corporate Officer Title(a):	· · · · · · · · · · · · · · · · · · ·
Partner — Limited General Allomey in Fact	
Trustee	
Guardian ar Consorvator	
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

093 091 52 The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Soction 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 fcet: 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 conterline 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 Northcast 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 2º14'50" 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 torminus 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 31º40'03" West 134.12 feet, and North 32º52'18" West 146.37 feet; thence leaving said road centerlina 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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Description: El Dorado, CA Document-Year.DocID 1999.20355 Page: 5 of 7 Order: 72 Comment:

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18º33'12" 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 41º00'51" East 39.01 feet. North 47°53'54" East 29.69 feet. North \$7°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 fcet. South 85°09'40" East 177.90 feet South 85°58' East 79.89 fect. 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 4º15'20" East 413.13 feet, North 3º50'30" 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 f

Description: El Dorado,CA Document-Year.DocID 1999.20355 Page; 6 of 7 Order: 72 Comment:

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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 ONB 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.

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RECORDING REQUESTED BY

and when recorded mail to

Name Zolla and Meyer Street 2029 Century Park East Address Suke 1020 City & State Los Angeles, CA 90067-2911 mail (ax statements to

Name Michael I. Chazon Street c/a Porry Creek Vineyards P. O. Box 313 City & State Somerset, California 95684 El Dorado, County Recorder Hilliam E. Schultz Co Recorder Office DOC- 99-0020359-00 Check Number 2000 Tuesday, MAR 38, 1999 11:37:08 Tti ed sis.ee Nor-occeisess 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 Granter(s) declare(s) under penalty of perjury that the following is true and correct: Documentary transfer tux is \$____ 0 Computed on full value of property conveyed, or D computed on full value less value of liens and encumbrances remaining at time of sale, or I is exempt from imposition of the Documentary Transfor Tax pursuant to Revenue and Tax Code \$11927(a), on transferring community, quasi-community, or quasi-marital property, assors between spousas, 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 Codes or Ordinance number_ ۵ 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 Reappruisel 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 soltionium agreement or decree of dissolution of marriage IXI or legal separation, or A creation, transfer, or termination, sololy between spauses, 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 MICHAEL IRA CHAZEN, a single man as his sole and separate property hereby GRANT(s) to the following described real property in the . State of California: El Dorada County of SEB EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK) Assessor's Parcel No. 894-060-071 3-18-99 Daled: MICHAELARA CHAZEN

ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRY2.17D

Description: El Dorado,CA Document-Year.DocID 1999,20359 Page: 1 of 4 Order: 72 Comment;

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STATE OF CALIFORNIA)	
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COUNTY OF LOS ANGELES)	

On March 18, 1999, before me, the undersigned, a Noury 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 scal.

Notary Public in and for sake County and State

(SEAL)



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State of California	1
countrol Los Angeles	55 .
On March 18,1999, before me. 1 personally appeared Alie Violet	Janey N. Truong Notary Public
	porsonally known to me V proved to me on the basis of satisfactory evidence
NANCY N. TRUONG Commission 1171146 Nalary Public - California Los Angolas County My Cammi Baires Jon 24, 2002	to be the person(s) whose name(s) is/en- subscribed to the within instrument and acknowledged to me that he/she/they executed the same in bis/her/their authorized capacity(jes), and that by bis/her/their signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
Though the information bolow is not required by la	VIONAL w. it may prove valuable to parsone relying on the decumant of replicatiment of the form to another document
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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.

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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.

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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:
 - 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.

Williamson Act Contract

- 4 -

- 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.

- 5 -

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.

Williamson Act Contract

- 6 -

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 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/cmi:WilliamAct) (Revised 6/21/94)

-7-

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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<u>*************************************</u>	
State of California)
County of <u>El Dorado</u>	_ } ss.
On <u>3 - 14 - 06</u> before me,	Georia M. Burres, Name and Tille of Officer (e.g., "Jane Doe, Notary Public")
personally appeared MICHACH	CHAZEN Name(s) of Signer(s)
GEORJA M. BURRES COMM. #1450658 O NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY MY COMM. EXPIRES NOV. 11, 2007	ss. Set Burger of Utile of Officer (e.g., "Jarre Doe, Notary Public") Narre and Itile of Officer (e.g., "Jarre Doe, Notary Public") Narre(s) of Signer(s Narre(s) of Signer(s Marre(s) of Signer(s Operation 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), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESON my hand and official seal. Marray Marray Stenature of Notary Public
	WITNESS my hand and official seal.
	Sec. 1

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	RECORDING REQUESTED BY Liberty Title and Escrow where memory has not seen on which one was a seen of the second have the second second and Amount Alice Chazen and Alice Chazen and Los Angeles, CA 90049	060069	
	Title Order No. Excrow Na2091 1985		
	Corporatio	on Grant Deed	
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	FOR A VALUABLE CONSIDERATION. nucleu of wi	aich is headay acknowledged,	
	DIANOND R. PROPERTIES, INC., a Cal s components accounted under the laws of the Stoce of hereby CIRANT(5) co MICHAEL IRA CHAZEN and ALICE CHAZE	ifornia corporation M, husband and wife as Joint Tenants	
•	the following described real property in the county of El Donado , a	state of Californias	
	SEE EXHIBIT "A" ATTACHED HERETO AN	D MADE A PART MEREOF	
4	Deced	DIAMOND R. PROPERTIES, INC BY: Arnend Chay-Vice Fresident BY:-	
	STATE OF CALIFORNIA COUNTY OF SS	-	
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Description: El Dorado, CA Document-Year, DocID 1989,60059 Page; 1 of 4 Order: 72 Comment:



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Order No. 20911

EXBIBIT "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 093.031-54

094-000 07

097-060-65

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21, Township 9 North, Amage 12 East, Mount Diablo Ease 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:

BECHNEINE at the most Esserily corner of the property herein described from which the Southeast corner of each Section 21, marked by a 30 inch oak, hears Fouth 73°25' East 431.90 feet; thence South 60° Wear 300 feat; thence North 45° West 300 feet; thence North 60° East 300 fees; thence South 45° East 300 feet to the point of beginning.

PARCEL THO

All that portion of the West half of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28. Township 9 Worth, Kanga 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, Nount Diablo Rase and Maridian, described as follows:

REGINALNG 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; chance South 3'00'11" Vest 503.00 feet along the East ixus of said Northwest quarter; thanks North 89"40'00" Wast 60.00 feat; thence South 65'06'00" Wast 60.00 feet; thence South 38"00'00" Wast 120.00 feat; thence South 15'00'00" West 130.00 feet; thence South 49"00'00" Wast 370.00 feet; thence South 22"00'00" West 115.00 feat; thence South 15'00'00" West 130.00 feet; thence South 6"00'00" Wast 370.00 feet; thence South 22"00'00" West 115.00 feet; thence South 53"00'00" West 120.00 feet; thence South 6"00'00" West 115.00 feet; thence South 26"00'00" West 64"00'00" West 135.00 feet; thence South 74"40'00" West 1045.20 feet to the centerline of Perry Creek Roed; theme along said centerline the following two courses: North 14"00'00" Kest 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 02.39 feet; a 3/4 inch ifon pipe and teg L.S. 2822; chence North 40"65'50" East 632.00 feet a similar pipe on the South 11me of the Northwest of the Northwest

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Description: El Darado, CA Document-Year DocID 1989.60069 Page: 2 of 4 Order: 72 Comment: · · ·

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Order Fs. 20911 Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86"04'46" East 639.60 feet to che Southwest correst of the Borthwest quarter of the Mortheast quarter of smid Section 28, a similar pipe; thence North 2"14'50" East 1315.26 fost 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 Kouse Helson, L.S. 2822.

(b) All that portion of the West helf of the Mortheman guarter and the Southeast quarter of the Northwast quarter of the Morthwast quarter and the Southeast quarter of the Northwast quarter of Section 28, Township 9 North, Range 12 East, Nowat Diablo Basa and Meridian, lying Southerly and Essterly of the above described pares1 and lying Northarly of that certain existing fence line As said fence line is described in that cartain Boundary Line Agraement remotded January 4, 1974, in Book 1241, page 508, Official Records, and more particularly described as follows:

SEGINNING at the Westerly terminus of said line, a point in the centerline of Porty Creek Road in the Northwest quarter of Section 28, Township 9 North. Range 12 East, Nount Diablo Base and Meridian, from which seid point the wear Northerly corner of that certain parcel of land conveyed to Romald A. Corton and Ross L. Cotton, husband and wife. which said point the most Northerly sorner of that certain parcel of land conveyed to Runald A. Corton and Rose L. Cotton, hushand and wife, by Daed recorded October 14, 1970, in Book 1011 of Official Records of El Doredo County et page 728, bears Morth 13'61'44" West 33.11 feet, North 31'40'03" West 136.12 feet, and Horth 32'52'18" West 146.37 feet; theore lasving said toad centerline North 74'32'49" Last 39.99 fest to a fence conver; themes continuing Worth 74'32'49" Last 39.99 fest to 16'42'27" East 15.74 feet, North 64'04' East 213.92 feet, North 56'44' East 113.92 feet, North 51'08'43" Last 73.87 feet, North 46'54'22" East 48.37 feet, North 29'16'30" East 67.07 feet, North 16'10'08" Last 48.27 feet, North 27'56'31" East 39.69 feet. Horth 43'53'14" East 38.75 feet, North 31'23'01" East 39.69 feet. Horth 43'53'44" East 41.64 feet, North 49'00'10" East 248.38 feet, North 15'17'45" fast 67.97 feet. North 55'42'02" East 35.40 feet. North 15'17'45" East 67.97 feet. North 49'00'10" East 248.38 feet, North 35'56'44" East 28.69 feet, North 57'12'51" East 39.01 feet. North 47'53'54" East 28.69 feet. North 49'06'51" East 29.00 feet. North 47'53'54" East 29.69 feet. North 57'12'51" East 39.01 feet. North 68'1'01" Fast 30.80 feet, South 69'56'51" East 209.16 feet. North 68'10'18" East 28.69 feet. North 57'12'51" East 39.74 feet, South 85'16'45" East 29.69 feet. North 57'12'51" East 02'6'6'40" Wast 188.48 feet, South 62'65'13" West 271.84 feet, South 62'6'6'40" Wast 188.48 feet, South 62'64' West 131.14 feet to a fence corner, South 85'03'40" East 177.90 feet South 65'54' East 283.68 feet, South 65'54'0" East 163.41 feet, South 65'54' East 283.68 feet, South 65'54'0" East 163.41 feet, South 65'54' East 283.68 feet, South 65'54'0" East 163.41 feet, South 65'54' East 283.68 feet, South 65'54'0" East 163.43 feet, South 65'54' Get East 135.26 feet, South 65'55'10" East 163.16 feet to a fence corner, Korth 4'15'20" East 413.13 feet, North 3'54'20" East 167.18 feet, Sorth 85'54'East 285.00 feet, South 8''38'10" East 413.70 fe

MOGK 3224 MSE 80

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350K 3224 MEE 81

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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, Towarkip 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNENG on the North line of the Southeast quarter of the Morthwest quarter of asid 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 fast, a 3/4 inch iron pipe and sag "L.S.2822"; these South 40°48'50" West 632.00 fast, s similar pipe; thence North 30°40'20" West 202.39 fast; theses 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 hereisabove described property lying Worthwasterly of a line between those points described as "B" and "D". Mortherly of a line between those points described as "D" and "C" and Westerly of a line between those points described as "D" "B" as the same irs described in their certain Boundary Line Agreement exacuted by and between George Edgar Froman, at sl, and Dismond R. Froparties Inc., a California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Dorado Couty Records.

RESERVING THEREFRON: AS TO PARCELS GHE 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

03-14-06 14:25 From-First April	Title Placerville 076127	5306261167	T-250 P.006/017	F-810
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Alice Chazen	CO: 17 12 25 25 8			
13243 Old Dak Lane			ş	
L Los Angeles. CA 90049	3			
Tale Order No. 21013-mas		R RECORDER 12 USE	- -	
Company		25		
Corporate	on Grant Deed	AN ES	á.	
The undersigned declares that the documentary transfer t		and 15	4	
B computed on the full value of the interest or property				
C) composed on the full value has the value of liens or tenements or reaky to located in.	CUCRUSCANCE LEMINUL (DELCOR & C	he time of sale. The land,		
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FOR A VALUABLE CONSIDERATION, receips of w	hich is hereby seknowledged,	·		
DIAMOND & PROPERTIES, INC., a Ca			**	
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MICHAEL IRA CHAZEN AND ALICE CHA	CEN, husband and wife as joint	int tenants	1.	
the following described real property in the country of EL Dor ido	state of Californian		ł	
That portion of sections 21 and 2 Hount Diablo Base and Meridian, (12 East,		
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TOGETHERWITH:	ad and usility purposes ave	T the		
existing road as it presently of december 10, 198 Official Records.	roses the lands described	in the		
Daral December 15, 1989	BLAMOND M PROPERTIES.	Inc.	F 14	
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	BUDAL	Ť.		
STATE OF CALIFORNIA	ss		ţ	
COUNTYON SAN MATEO } On DECEMBRER 19, 1989 before	-			
the undersigned, a Notary Public in and for saki County				
Size, personally specing ARMAND F. CH	w		1 E	
known to me to be the VICE President, and	FOR NOTARY SEAL	OR STANP		
Surveyory of the corporation that executed	she		Ę	
within incrument, known to me to be the persons who pound the within incrument on behalf of the corporat				
sherein ranged, and acknowledged to me that such corporation		TICIAL SEAL		
tion executed the within instrument pursuant to its by-	ROGER	A. SULLIVAN		
or a resolution of its board of directors.	Crav 3-4 Low	ty al SAM FRANCISCO	ſ	
P. ASull			1	
Signature of Notary	<u>- </u>			
	APN: 94-060-07			
MAR TAX STATEMENTS TO FAAT THEM FOLLOWING L		ECTE: ABUTE.	i.	
		City & Stute		
Name Statt Description: El Dorado, CA Document-Year Do	Notes			
Description: El Dorado, CA Document-Year.Do Order: 72 Comment:	10, 1909. / 0122 Page: 10	15,5004 12:11		
			4	

RECORDING REQUESTED BY

and when recorded mail to

Name Zolls 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 Vincyards 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 2000 Tuesday, MAR 30, 1959 11:36:02 Nor-eccetacas CLC/C2/1-7

> PCOS FILED

INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art $13 \land \$$ et.seq.) The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct: Decumentary transfer tax is \$_____Q______

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

- Unincorporated area: D City of ______ and This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantar(s) hus(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 offect upon the death of a spouse.
- [X] A transfer to a spouse or former spouse in connection with a property settlement agroument or decree of dissolution of marriage or legal separation, or
- A creation, transfer, or termination, solely between sponses, of any co-owner's interest.
- The distribution of a logal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the logal entity in connection with a property settlement agreement or a decree of dissolution of marriage or legal separation.
 Other:

CRANTOR(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 suparate property

the following described real property in the County of El Dorado

, State of California:

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

Assessor's Parcel Nos. 093-031-621 and 093-060-251 Dated CHAZEN MICHAEL ALICE CHAZEN

F: \UDDAYA\CHAZEN\PERRYCRK. IYD

Description: El Dorado,CA Document-Year.DocID 1999.20355 Page: 1 of 7 Order: 72 Comment:

020355

STATE OF CALIFORNIA) 55,) COUNTY OF LOS ANGELES ۱

On March 18, 1999, bafore 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 in he 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 scal.

upm adelman

Notary Pub

[SEAL]



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020355

State of California)
And the Angles	\$ 59.
County of Loss Angeles	
on March 18, 1999. before me. No	any N. Truong, Notery Public
personally appeared Alice Violet	Chazen
	personally known to me
	proved to me on the basis of satisfactory
	evidence
	to be the person(y) whose name(s) is/arr
	subscribud to the within instrument and
	acknowledged to me that he/she/they executed
	the same in Heriter authorized capacity(ies), and that by hurither/the
The second second	signatura (if) on the instrument the person (if), o
NANCY N. TRUONG	the entity upon behall of which the person(s
Commission # 1121144	acted executed the instrument.
LOI Angelos Louniv	
My Comm. "10/145 -7126 2012	WITNESS my liand and official seal.
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Signor(s) Other Than Named Abovs Capacity(les) Claimed by Signer Signer's Name: Alice, Uslet. Chaze Individual Corporate Officer — Title(s):	
Signer(s) Other Than Named Abovs	

Description; El Dorado,CA Document-Year.DocID 1999.20355 Page: 3 of 7 Order: 72 Comment: . 1

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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:



OG3 15 C The -The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Soction 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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Description: El Dorado, CA Document-Year,DociD 1999,20355 Page: 4 of 7 Order: 72 Comment:

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" Wost 146.51 feet; thence leaving said conterline North 43°05'00" East 122.14 feet: thence South 30°40' 20" East 202.39 feet; a 3/4 inch iron pipe and lag L.S. 2822; thence North 40°48'50" East 632.00 feet a similar pipe on the South line of the Northcast guarter 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 2º14'50" 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 torminus 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 31º40'03" West 134.12 feet, and North 32º52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 fect 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 \$1°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

2

Description: El Dorado,CA Document-Year.DocID 1999.20355 Page: 5 of 7 Order: 72 Comment:
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18º33'12" 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 41º00'51" East 39.01 feet. North 47º53'54" East 29.69 feet. North 57º12'51" East 19.74 feet, North 68º41'01" 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 fect. South 86°24'40" East 104.82 fcet, 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" Bast 413.70 feet to a fence corner, North 4º15'20" East 413.13 feet, North 3º50'30" 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 heginning.

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

Description: El Dorado, CA Document-Year.DocID 1999.20355 Page; 6 of 7 Order: 72 Comment: 14:26

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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 Preeman. 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.

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RECORDING REQUESTED BY

and when recorded mail to

Naine Zolla and Meyer Street 2029 Contury Park East Sulte 1020 Address Los Angeles, CA 90067-2911 City & State muil tax statements to

Name Michael I. Chazon c/n Porry Crook Vincyards Struet P. O. Box 313 City & State Somerset, Callfornia 05684 El Dorado, County Recorder William E. Schultz Co Recorder Office DOC- 99-0020359-00 Cheek Number 7000 Tuesday, MAR 38, 1999 11:37:08 0000130825 \$15.00 Tti Pd 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 tux is \$____ . 0 Computed on full value of property conveyed, or I computed on full value less value of liens and encombrances remaining at time of sale, or D is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code \$11927(s), on transferring community, quasi-community, or quasi-marital property, assets between sponses, 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 Codes or Ordinance number_ Unincorporated area: D City of and This is an Interspousal Transfer under \$63 of the Revenue and Taxation Code and Grantor(s) has(liave) 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 sottlement agreement or decree of dissolution of marriage IXI or legal separation, or A creation, transfer, or termination, solely between spauses, 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 logal separation. Other: GRANTOR(s): MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenanis hereby GRANT(s) to MICHAEL IRA CHAZEN, a single man as his sole and separate property the following described real property in the . State of Californiat El Dorada County of SRE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL (PERRY CREEK) Assessor's Parcel No. 894-060-071 3-18-99 Dated: MICHAEL/IRA CHAZEN

ALICECHAZEN

F: UPDATA CHAZEN PERRY2. ITD

Description: El Dorado, CA Document-Year.DocID 1999,20359 Page: 1 of 4 Order: 72 Comment;

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STATE OF CALIFORNIA))) 85. COUNTY OF LOS ANGELES

On March 18, 1999, before mo, the undersigned, a Noury 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 asknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the parton or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Agne adelman Notary Public in and for said County and State

(SEAL)



Description: El Dorado, CA Document-Year, DociD 1999, 20359 Page: 2 0f 4 Order: 72 Comment:

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State of California)
country of Los Angeles	\$ 56.
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On NULICO 15,1499. before me.	Nancy N. Truong, Notary Public
personally appeared Alice Violet	- Chazen
	porsonally known to me
	V proved to me on the basis of satisfactory evidence
NANCY N, TRUONG Commission # 117114 Nalary Public - Costlamia	to be the person(s) whose name(s) is/em subscribed to the within instrument and acknowledged to me that ha/she/they executed the same in bic/her/their- authorized capacity(jes), and that by bic/her/their signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument.
Los Angeles County My Comm. Scinet Jon 26, 2022	WITNESS my hand and official seal.
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Piace Nata's Edd Lborn	for the state of t
Though the information below is not required by la	PTIONAL
and could provent traudulent (entoval a	nd repliachment of this form to another document
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_Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 3 of 4 Order: 72 Comment:

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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, hears 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.

Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 4 of 4 Order: 72 Comment:







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:

Preserve	No. Owner	Parcel Nos.	Acres	Area
303	Chazen, Michael	094-060-25*	35.05	Fairplay
rl-				

*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:

4 10 - 10 - 2 Automical tradety capater taki taka Antipalaa Tatala la Subomianal myajupantitik na taka otno nuo taki taha papatel marjuda nuo nuos tala la tatao taha otno taka taka marjuda nuo nuoso tai otno otno ot nuoso tai otno taka la tatala nuoso ta taka la tatala nuoso ta taka la tatala tata taka la tatala tatala tatala tatala tatala tatala t I HABONYARD TA YAO, THE ALBON UNDON AD ADALY IN SUBPOUT ALLY THE AND TO APPROVED ATTICE THRAPINE THOP. IF REQUIRED AND ANY APPROVED ATTICE ATTICATION THRAPORT, ALL FROMMADO ANY APPROVED ATTICATIONAL THRAPORT, ALL FROMMADO APPROVED ATTICATIONAL THRAPORT, ALL FROMMADO APPROVED ATTICATIONAL AND APPROVED ATTICATION APPROVED ATTICATIONAL AND APPROVED ATTICATIONAL ATTICATIONAL APPROVED ATTICATIONAL APPROVED ATTICATIONAL APPROVED ATTICATIONAL APPROVED ATTICATIONAL APPROVED ATTICATIONAL ATTICATIONAL APPROVED ATTICATIONAL APPROVED ATTICATIONAL ATTICA country of the party in the party of the par Printer 1. Sectors (altragalia Corarty Suscrift Corarty Suscrift Corarty of Reparcy (altragalia POLUMENTIND. 10.06-9 COUNTY RELOPERY LERTIFICATE CONTRACT SCHULTZ COUNTY SURVEYOR'S STATEMENT Lindad COUNTY OF EL DORADO STATE OF CANFORNIA POPUTIONS OF THE 51/2 OF THE 51/2 OF SECTION 21 AND THE N 1/2 OF SECTION 28, T. 9N., R.12 E., M.D.M. CARDO Ť SUPERATE FULL The work of the contract of th FREE TO TORUMENT HO THE CONSENT OF ALL PAPELLES HAVING FRECED revelopment services director's statisment ۱ کړ AURIPOR'S STATEMENT して

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PARCEL MAP





March 14	,	20 Dle
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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	37.8	acres;
i iopoity	Undidu	001101010 01		uoluu,

Identified as County Assessor's Parcel Number(s) the most

easterly portion of 093-032-5210 P 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 atlached 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

P. 006/013

	March 14, 20 06
PAR (To be completed)	
LAND CONSERVATION CO	DNTRACT APPLICATION
NAME Michael Chazen	PHONE (<u>530)</u> (620-5175 PHONE () PHONE ()
MAILING ADDRESS P.D. BOX 313	Somerset CA 95684
ASSESSOR'S PARCEL NO.(s): (attach lega	
TYPE OF AGRICULTURAL PRESERVE (Ch	
Williamson Act Contract (10-year roll-o Farmland Security Zone (20-year roll-o	put)
NUMBER OF ACRES TO BE CONSIDERED	UNDER THIS CONTRACT 37.81
WATER SOURCE Well	PRESENT ZONING 094-060-07- RE10
YEAR PROPERTY PURCHASED 1980	1
WHAT IS YOUR AGRICULTURAL CAPITAL	OUTLAY (excluding land value)?
List specific items or improvements wit	h value for each.
Improvement deer fencing Plants, trellis Water tank rirragatio Roads	<u>Value</u> <u> <u> <u> </u> <u></u></u></u>

PART I (continued, page 2) (To be completed by applicant)

If improvements total under \$45,000, explain what agricultural capital improvements will be made in the next three years.

- ng-

WHAT IS YOUR CURRENT GROSS INCOME FOR AGRICULTURAL PRODUCTS?

Product	Income	2
grapes	\$ 35,1	00.00
	<u></u>	
Τ.	otal \$ _ うち	100.00

NOTE: Total gross income must exceed \$13,500 per year for high intensity farming (orchards, vineyards, row crops), or \$2,000 for low intensity farming (grazing). If the total does not exceed these amounts, when do you anticipate your agricultural operations will gross this amount?

-<u>Ma</u>-

<u>PART I</u> (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
(rees	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 13	acres	Comments
	acres	Comments
Briefly describe what future	plans you have	E DEVELOPMENTS of or the development of this agricultural unit alle for your planned projects.
Briefly describe what future	plans you have	e for the development of this agricultural unit

(To be completed by Assessor) See other so Comments: Assessor's recommendation(s): Concer Side See of 9/28/06 1 tout Date El Dorado County Assessor

TIM HOLCOMB EL DORADO COUNTY ASSESSOR

MEMORANDUM

June 28, 2006

TO:	Tiı	n Hol	comb, Aş	essor
			ih/	

FROM: Lon Varvel, Appraiser

SUBJECT: Establishment of Two Agricultural Preserves From Existing Agricultural Preserve #3 – Mchael 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.

Comments:	See attached.		
	Pa		
Commission's red	commendation(s):Re	commended approval.	
Commission's rea	commendation(s):	commended approval.	
Commission's rea	commendation(s):Re	commended approval.	
Commission's rea	commendation(s):Re	commended approval.	
Commission's rea	commendation(s):Re	commended approval.	
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Commission's red	commendation(s):Re	commended approval.	
Commission's red	commendation(s):Re	commended approval.	
	commendation(s):Re		
Commission's red	commendation(s):	commended approval.	



AGRICULTURAL COMMISSION

311 Fair Lane Placerville, CA 95667 (530) 621-5520 (530) 626-4756 FAX <u>eldcag@co.el-dorado.ca.us</u> 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, NeilsenNOES:None

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

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HN:cmt

cc: Michael Chazen

	aring: June 8, 2006
Action:	Recommended approval.
Comments:	
	Pitr J. Man
	Executive Secretary, Planning Commission
	(To be completed by Board of Supervisors)
-	aring:
Action:	aring:

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;
- "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:

- 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:
 - 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.

Williamson Act Contract

- 4 -

- 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.

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8. EMINENT DOMAIN.

- a. In this section:
 - "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.

AMENDMENT. 9.

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

8	State of California County of <u>EL Dors Ro</u>	ss.
×.	On <u>3-14-06</u> before me, <u>Date</u> personally appeared <u>MICHACK</u>	<u>GEORIA M. BURRES</u> , Name and Title of Officer (e.g., "Jane Doe, Notary Public") <u>CHA2CN</u> Name(s) of Signer(s)
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	GEORJA M. BURRES COMM. #1450658 NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY MY COMM. EXPIRES NOV 11. 2007	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.
		WITNERS my hand and official seal.

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; 5 060069 RECORDING REQUESTED BY 905 "ALIF. Liberty Title and Escrow Co. ----OCT 17 12 41 PH '89 DU: COLUMN ٦ ۲ مستر Michael Ira Chazen and Alice Chazen 12343 Old Oak Lane Ø Los Angeles, CA 90049 L Excrow No2091 Imas Title Order No. SPACE ABOVE THIS LINE FOR RECORDER'S USE **Corporation Grant Deed** renemence or reality is located in anincorporated area 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(5) to MICHAEL IRA CHAZEN and ALICE CHAZEN, husband and wife as Joint Tenants .... the following described rest property in the country of E1 DOM3do , state of California x SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF DIAMOND R. PROPERTIES, INC. Deted October 12, 1989 BY: Armand Vice Fresident BY: STATE OF CALIFORNIA S\$. COUNTY OF . TTATE OF CALIFORNIA - day of DC.TOP ened. ists of vel TITLE COMPONATION ROG SULLIVAN Jue NOTER A. SULLIVAN Name (Typed or from Notary Public in and for and Co and State (This even let official the 11692 F 2447 8 11162 MORJZZA PAGE 18 . . . . . . ...... ÷ . . . .

Description: El Dorado, CA Document-Year, DocID 1989, 60069 Page: 1 of 4 Order: 72 Comment:

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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 Southcast quarter and the Southcase quarter of the Southwest quarter of Section 21. Township 9 North, Essge 12 East, Mount Diablo Base and Meridian.

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

BECHNING at the most Esserily 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' Mast 431,90 fest; thence South 60° West 300 feat; thence North 45° West 300 fest; thence North 60° East 300 fest; thence South 45° East 300 feat to the point of beginning.

#### PARCEL THO

All ther portion of the West bulf of the Northeast quarter of the Southeast quarter of the Northwest quarter of Saction 28, Toxmohip 9 Horth, Range 12 East, Mouse Diable Base and Meridian, as described in the following 3 parceiv;

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

BEGINNING at the Northeast corner of the Northwest quarter of the Mortheast quarter of said Section 28, warked by a 1/2 inch bolt and tag-L.S. 2822; theace South 3°00'11" Vest 503.00 feet along the East line of said Northwest quarter; thence North 89"40'00" West 600.00 feet; thence South 65"00'00" Wese 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 6'00'00" West 115.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53"00'00" West 220.00 feet; thence South 66°00'00" West 185.00 feet; thence South 26°00'00" West 115.00 feet; thence South 53"00'00" West 220.00 feet; thence South 66°00'00" West 185.00 feet; thence South 74°40'00" West 1045.20 feet to the centerline of Pefry Creak Road; thence along and 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 fmeh from sipe and teg L.S. 2522; thence Borth 40°48'50" East 632.00 feat a sinjlar pipe on the South 15.00 feat Arward for the Northwest

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Description: El Darado, CA Document-Year DocID 1989,60069 Page: 2 of 4 Order: 72 Comment:



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Order Fo. 20911 Exhibit "A" continued, page 2

quarter of said Section 28; thence South 86"04'46" East 639.60 feet to the Southwast corner of the Northwest quarter of the Northeast quarter of said Section 28, a similar pipe; thence North 2"14'50" East 1315.26 feat to the North quarter corner of said Section 28, a similar pipe; thence South 86°55'27" East 1247.80 feet to the point of beginning. According to a survey made November 1967 by Knute Nelson, 1.8. 2822.

(b) All thet portion of the West half of the Morthemet quarter and the Southeest quarter of the Northwast quarter of Section 28, Township 9 North, Range 12 East, Howar Diablo Essa and Meridian, lying Southerly and Essterly of the above described parcel and lying Northerly of that certain existing fence line as said fence line is described in that cartain Boundary Line Agreement recorded January 4, 1974, in Book 1241, page 508, Official Records, and wors particularly described as follows:

BEGIENING at the Westerly terminus of said line, a point in the centerline of Perty Creek Read in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Nount Diablo Base and Meridian, from which said point the most Northerly sorner of that carrain pareel of land conveyed to Ronald A. Corton and Rose L. Corton, humband and wife, by Beed recorded October 14, 1970, in Book 1011 af Official Records of El Dorado County at page 728, brars North 15 %11 %4" West 33.11 feet, North 31 %40'03" West 134.12 feet, and Horth 32 %2'18" West 13.11 feet, Rorth 31 %40'03" West 134.12 feet, and Horth 32 %2'18" West 33.11 feet, Rorth 31 %40'03" West 134.12 feet, and Horth 32 %2'18" West 33.11 feet, Hence leaving maid tood centarline North 74 %2'49" East 39.99 feet to a fence corner; thence continuing North 74 %32'49" East 39.99 feet to a fence corner; thence continuing North 74 %32'49" East 39.43 feet South 61 %42'27" East 15.74 feet, North 64 %04 East 213.92 feet, North 55 %44' East 113.92 feet, North 51 %08'45" East 73.87 feet, North 16 %10'08" East 48.27 fest, North 02 %6'31" East 85.71 feet, North 18 %33'12" East 38.75 feet, North 31 %25'01" East 39.69 feet, North 43 %54'4" East 41.64 feet, Korth 29 %29'51" East 39.69 feet, North 43 %54'4" East 41.64 feet, North 49 %00'10" East 248.38 feet, North 13 %17'45" East 67.97 feet North 29 %29'51" East 19.00 feet, North 63 %44" East 18.78 feet, North 57 %12'51" East 19.74 feet, North 64 %1'01" East 30.80 feet, South 89 %56'51" East 209.16 feet, South 89 %27' Ea.: 429.69 feet, North 89 %56'51" East 209.16 feet, South 89 %27' Ea.: 429.69 feet, North 89 %56'51" East 209.16 feet, South 89 %27' Ea.: 429.69 feet to a fence corner, South 85 %0' Mast 136.41 feet, South 85 %64' East 131.14 feet to a fence corner, South 86 %10'30" East 307.22 feast, South 86 %24'40" East 104.82 feet, South 85 %0' East 163.41 feet, South 85 %64' East 131.14 feet to a fence corner, South 85 %10" East 2.28.07 feet, South 85 %28'10" East 413.70 feest 10.89 feet, South 85 %6

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Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 3 of 4 Order: 72 Comment: 14:25

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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, Towaship 9 North, Range 12 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of the Southeast quarter of the Morthwest quarter of said Section 28 at a point from which the Northwest corner of the Southeast quarter of said Sorthwest quarter bears North 86"04'46" West 728.00 feet, a 3/4 inch iron pipe and cas "L.S.2822"; thence South 40"48'50" West 632.00 fast, a similar pipe; thence North 30"60'20" 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 porcion of the hereisabove described LAGEFILES INFRANCE ALL FART PORTION OF LNE REFELEMENCE GENERATING property lying Northwasterly of a line between those points described as """ and "D". Northerly of a line between those points described as """ "A" and Westerly of a line between those points described as "C" and "A" as the same its described in that certain Boundary Line Agreement exacuted by and between George Edgar Freeman, et al, and Dismond R. Properties Inc., & California corporation, recorded October 30, 1981, Book 2026, Official Records, page 526, El Doredo Cocaty Records.

RESERVING THEREFROM: AS TO PARCELS GNE AND TWO:

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

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Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 4 of 4 Order: 72 Comment:

03-14-06 14:25 From-First Apr 30	Title Placerville 076127	5306261167	T-250 P.006/017	F-810
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and there along the mail the said and, there is not been as the same mouth the statement and the statement to.	Elberry Title & EACTON CAL			
Wichael Ira Chazen and Alice Chazen I 3243 Old Oak Lane Los Angeles. CA 90049	COT CT TE DE DER			
The Order tio, Excre No. 21013-mas				
Corporatio	on Grant Deed	1 MELOKDER'S USE	Laterator n	
The undersigned declares that the documentary transfer to Computed on the full value of the internet or property computed on the full value has the value of liens or o temements or reaky to located in Comparingorpromed and	conveyed, or is	c time of sale. The land,	an the second	
FOR A VALUABLE CONSIDERATION, receips of wh	ich is hereby acknowledged,			
DIAMOND & PROPERTIES, INC., a Cal	ifornia Corporation			
a corporation commised under the laws of the Store of hereby GRANT(S) 100				
MICHAEL IRA CHAZEN AND ALICE CHAZ	EN, husband and wife as join	nt tenants		
. the following described seal property in the country of EI DOTado , 1	nere of Celifornia:			
That portion of sections 21 and 2 Hount Diablo Base an: Heridian, G	8, Township 9 North, Range escribed as follows:	12 East,		
BEGINNING at the tost Easterly co which the Southeast corner of sal South 73°25' East 431.90 feet; the North 45° Mest 300.00 feet; then South 45° East 300.00 feet to the TOGETHERWITH:	rner of the property herein d Section 21 marked by a 30 ence South 60° West 300.00 e North 60° East 300.00 fee point of beginning.	inch oak, bears feat: thence t; thence r the in the	avertining, reason in the workshold but the	
deed recorded September 10, 198	l, in Book 2012 at page 177	<b>7</b>		
Dated December 15, 1989	DIAMOND RAPROPERTIES,	la		
STATE OF CALIFORNIA COLINTY OF SAN MATEO ON DEOGNIZER 19,1999 before n the undersigned, a Notary Ruble in and for said County a State, personally appeared ARMAND F. CHAN	nd	<u></u>		
known to me to be the VICE President, sod- known to me to be the VICE President, sod- known to me to be the persons who a within incrument, known to me to be the persons who a cound the within instrument on behalf of the corporation	FOR NOTARY SEAL	or stanp		
therein named, and acknowledged so use that such corpor- tion capatited the within instrument pursuant to its by-la- or a resolution of its board of directors.	AI ROGER	CIAL SEA A. SUILLIVAN BUJC-CALIFORNIA y of SAM FRANCISCO TEXPTE LAN. 3, 180		
Signature of Notary	APH: 94-060-07			
HAR TAX STATEMENTS TO MART SHOWN ON FOLLOWING LE	I IF PO PART TO SHOWN, MAIL AS DIE	LTE: 42042.		
Name Sact A Description: El Dorado, CA Document-Year.Doc Order: 72 Comment:	datess ND 1989.76122 Page: 1 of	City & State	n - ]	
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#### RECORDING REQUESTED BY

and when recorded mail to

 Name
 Zolia 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, 1959 11:36:02 Tti Pd 528.00 Nor-eccet30623 CLC/CZ/1-7

> PCOS Flied

# INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 I.e., Calif. Const. Art 13 A§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

D	Computed on full value of property conveyed, or I 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-market property, assets between spouses, pursuant to a judgment, an order, or
-	a written agreement between spousos in contemplation of any such judgment or order.

- D Other exemptions: (state reason and give Codes or Ordinance number.
- Unincorporated area: C 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.
- [X] 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--orvner's interest.
   The distribution of a legal entity's property to a spouse or former spouse in exchange for
  - The distribution of a logal 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. Others, a second set of the second second

CRANTOR(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 Domdo

, State of Colifornia:

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

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

- 18 Dated:

CHAZEN MICHAEL IRA ALICE CHAZEN

F:\UPDATA\CHAZEN\PERRYCRK.IYD

Description: El Dorado,CA Document-Year.DocID 1999.20355 Page; 1 of 7 Order: 72 Comment:

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# 020355

STATE OF CALIFORNIA	}	
	)	55.
COUNTY OF LOS ANGELES	)	

On March 18, 1999, bafare me, the undersigned, a Notary Public in and for sold State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory evidence in he 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 official scal.

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Notary Publ

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State of California	)
County of Los Angeles	SS.
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On March 18, 1999, before me, No	aney N. Truong, Notery Public
personally appeared Alice Violet	Chazen
	personally known to me — proved to me on the basis of Halistationy evidence
NANEY N. TRUONG	io be the person(s) whose name(s) is/are subscribud to the within instrument and acknowledged to me that he/she <del>/they</del> executed the same in <del>bis/her/their</del> uthorized capacity(ies), and that by hur/her/their signature(s) on the instrument the person(s), or
Commission # 1121146 Nordry Public - Catilania Las Angeles County	its entity upon behall of which the person(\$) acted executed the instrument.
My Come . Fup ins 19126 2022	WITNESS my liand and official seal.
Place Notion Servi Aldove	John My for any Project
	FIONAL
Though the internation below is not required by taxe. and control prevent fractions in roval and	it may plave vehinble in persons relying on the document reentachtiont of this form to another document.
Description of Attached Document Tille or Type of Documon: ThersportAd	Transfer Deed
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Signer(s) Other Then Named Abovo	
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Alloiney in Fact	
Truslee	
Guardian or Consorvator Other:	
Signer is Representing:	· · · · · · · · · · · · · · · · · · ·

Description; El Dorado, CA Document-Year.DocID 1999.20355 Page: 3 of 7 Order: 72 Comment:

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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

CA3 OFL ST TH--The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Soction 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 guarter 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 fcet: 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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Description: El Dorado, CA Document-Year DociD 1999.20355 Page: 4 of 7 Order: 72 Comment:

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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 torminus 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 31º40'03" West 134.12 feet, and Nurth 32º52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 fect 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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Description: El Dorado,CA Document-Year.DocID 1999.20355 Page: 5 of 7 Order: 72 Comment:

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18º33'12" East 38.75 feet, North 31º25'01" 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 57º12'51" East 19.74 feet, North 68º41'01" 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 fect, South 86°24'40" East 104.82 fcet. South 85°09'40" East 177.90 feet South 85°58' East 79.89 fect, 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 in a fence corner, North 4º15'20" East 413.13 feet, North 3º50'30" 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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Description: El Dorado,CA Document-Year.DocID 1999.20355 Page; 6 of 7 Order: 72 Comment:

## 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.

利用の見たい、新聞にたいの思想を見たいときになった。

03/30/1090.19998020355

#### **RECORDING REQUESTED BY**

and when recorded mail to

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

muil tax statements to

Michael I. Chazon Name c/a Porry Cruck Vincyards Struct P. O. Box 313 Somerset, California 95684 City & State

El Dorado, County Recorder William E. Schultz Co Recorder Office DOC- 99-0020359-00 Check Number 2006 Tuesday, MAR 30, 1989 11:37:00 -0000130829 rti Pd \$15.00 Nbr 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 \$_ Ø

Computed on full value of property conveyed, or I computed on full value less value of liens and encumbrances remaining at D time of sale, or D is exempt from imposition of the Documentary Transfor 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 Codes or Ordinance number_

Unincorporated area: [] City of 

and This is an interspousal Transfer under \$63 of the Revenue and Yaxation Code and Granter(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 sottlement agreement or decree of dissolution of marriage IXI or legal separation, or
- A creation, transfer, or termination, solely between spauses, of any co-nwher'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 logal separation.

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

the following described real property in the El Dorada County of

. 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

Other:

3-18-99 Dated:

RA CHAZEN MICHAEL ALICO

F:\UPDATA\CHAZEN\PERRY2.110

Description: El Dorado, CA Document-Year.DocID 1999,20359 Page: 1 of 4 Order: 72 Comment;

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# 020359

STATE OF CALIFORNIA	)	
	)	S.S.,
COUN'LY OF LOS ANGELES	)	

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 seknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the parson of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seul.

Agne adelman Notary Public in und for said County and State

[SEAL]



Description: El Dorado, CA Document-Year,DocID 1999,20359 Page: 2 0f 4 Order: 72 Comment:

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## 020359

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT the set of the final the final the final set of the set State of California Ì country of Los Angeles のための

NANCY N. TRUONG

Commission # 1171146

latary Public . California Los Angeles County My Comm. Expires Jon 26, 2002

## on March 18,1999, before me. Maney N. Truong ublic personally appeared Alice Violet Chazon

personally known to me vproved 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/likey executed the same in bis/her/their authorized capacity(jes), 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

OPTIONAL Though the information below is not required by law, it may prove virtuable to persons relying on the documant and could prevent fraudulant removal and replicamment of trus form to another document

Document Date: 3418	199	Nur	nuber of Pages: .	5
Signar(s) Olher Than N	amed Above:	. <b>.</b>	•	· · · · · · · · · · · ·
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	A VIOLE Chazen		· · · ·	OF SIGNER
Individual	Titletel			1 Togs +,1 **,
Partnor — Limited				1
Altorney in Fact				
Truston				
Guardian or Conserv	vator			
Other				

Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 3 of 4 Order: 72 Comment:

IGIAN Association + 1060 De Buto Are PO But 2402 + Chatemonth GA 913* 3-5403

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## 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.

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Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 4 0f 4 Order: 72 Comment:



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#### WILLIAMSON ACT CONTRACT

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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;

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- 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.

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- 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:
  - 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.
- 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.

Williamson Act Contract

- 4 -

- 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:

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- (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.

Williamson Act Contract

- 6 -

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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]

Williamson Act Contract

P. 013/013

WAR-13-2006(MON) 15:17 REALTY WORLD-KELLER & ASSOCIATES (FAX) 1 530 622 1214

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State of California	<b>)</b>
County of <u>El Dorado</u>	_ } ss.
On 3-14-06 before me, _	GEORIA M. BURRES
personally appearedMicHAek	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
	Name(s) of Signer(s) Dersonally known to me * Deroved to me on the basis of satisfactor evidence
GEORJA M. BURRES COMM. #1450658 NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY MY COMM. EXPIRES NOV. 11. 2007	to be the person(s) whose name(s) is/ar subscribed to the within instrument an acknowledged to me that he/she/they execute the same in his/her/their authorize capacity(ies), and that by his/her/the signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNERS my hand and official seal.

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	FOR A VALUABLE CONSIDERATION, receips of whi	ch is heady acknowledged.	
	DIANOND R. PROPERTIES, INC., a Cali	formia corporation	
•	s corporation argument under the laws of the State of		
	hereby GRANT(S) as MICHAEL IRA CHAZEN and ALICE CHAZEN	, husband and wife as Joint Tenants	1. 
	•		-
	rite following described real property in the cousty of El Donado , so	ate of California	
	SEE EXHIBIT "A" ATTACHED HERETO AND	MADE A PART HEREOF	2
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		DIAMOND R. PROPERTIES, INC	
		A MARTINA B. IPan	3
	Deced October 12, 1989	Armand Chay-Vice Eresident	1.5
		BY:-	
	STATE OF CALIFORNIA COUNTY OF		
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o <b>₹</b> I	Name (Treed or Protect) Name (Treed or Protect) Natury Public in and Per and County and State	-	3.5
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Description: El Dorado, CA Document-Year, DocID 1989,60069 Page: 1 of 4 Order: 72 Comment:



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097-060-15

E-810

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 balf of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 21. Township 9 North, Lange 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:

BECHNING at the most Easterly corner of the property herein described from which the Southeast corner of said Section 21, marked by s 30 inch oak, bears South 73°25' Hast 431.90 feat; thece South 60° West 300 feat; thenese North 45° West 300 feat; thece North 60° East 300 feat; thenes South 45° East 300 feat to the point of beginning.

#### PARCEL THO

All that portion of the West balf of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 28. Toxmship 9 Worth, Range 12 East. Houst 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, Houst Diablo Race and Heridian, described as follows:

BECIMPING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 28, warked by a 1/2 inch bolt and reg-L.S. 2022; 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" Wast 60.00 feet; thence South 39"00'00" West 120.00 feet; thence South 15'00'00" West 130.00 feet; thence South 69°00'00" West 370.00 feet; thence South 22'00'00" West 115.00 feet; thence South 55'00'00" West 22'00'00" West 115.00 feet; thence South 55'00'00" West 22'00 feet; thence South 66'00'00" West 155.00 feet; thence South 26'00'00" West 115.00 feet; thence South 55'00'00" West 22:00 feet; thence South 66'00'00" West 155.00 feet; thence South 74'40'00" Vest 105.20 feet to the conterline of Perry Creak Road; these along said centerline the fellowing two courses: North 14'00'00" West 47.78 feet, North 33'51'20" West 165.51 fast; thence leaving said senterline North 43'05'00" East 122.14 feet; thence South 30"40'20" East 20.39 feet; a 3/4 inch iron yips and teg U.S. 2022; thence North 40'23'50" East 632.00 feet a similar pipe on the South 15'00'20" Hest 20'30" feet; a 3/4 inch iron

and 3224 Face 79

Description: El Dorado, CA Document-Year DocID 1989,60069 Page: 2 of 4 Order: 72 Comment: 14:25

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Order %s. 20911 Exhibit "A" continued, page 2

quarter of said Section 28; thence South 36"04'46" East 639.60 feet to the Southwest corner of the Worthwest quarter of the Wortheast quarter of said Section 28, a similar pipe; thence North 2"14'50" East 1315.26 feat to the North quarter corner of said Section 28, a similar pipe; thence South 36"55'27" East 1347.80 feet to the point of beginning. According to a survey made November 1967 by Knute Melgon, L.S. 2822.

(b) All that portion of the West helf of the Mortheset quarter and the Southeast quarter of the Northwaet quarter of Section 28, Township 9 North, Hange 12 East, Howat Diable Same and Meridian, lying Southerly and Easterly of the above described parcel and lying Northerly of that certain axising fence line an said fence line is described in that cartein Boundary Line Agreement recorded January 6, 1974, in Book 1241, page 506, Official Records, and more particularly described as follows:

SEGIENING at the Neterly terminus of said line, a point in the centerline of Perry Croek Road in the Northwest quarter of Saction 28, Township 9 North, Range 12 East, Noust Diablo Base and Maridian, from which said point the weat Mortherly sorner of that certain parcel of land conveyed to Ronald A. Cotton and Rose L. Cotton, husband and wife, by Dead recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County at page 728, bears Morth 15°61°44" Wast 33.11 fast, North 31°40'03" West 13'4.12 fast, and Morth 32'52'18" Wast 136.37 fast; thence Laaving said toad centerline Morth 74°32'49" East 39.99 feet to a femes source; themas continuing Morth 74°32'49" East 39.29 feet to a femes source; themas continuing Morth 74°32'49" East 39.243 fast South 61°42'27" East 15.74 feet, Morth 64°04' East 213.92 fast, Korth 36°44' East 113.92 feet, North 51°08'45" East 73.87 feet, Morth 44°54'22" East 48.33 feet, North 29°16'30" East 67.07 feet, Morth 18°10'08" East 48.27 feat, Morth 02'56'31" East 63.71 fear, North 18°33'12" East 38.75 feet, 49°00'10" East 246.38 feat, North 43°56'16" East 67.97 feet Korth 25°42'02" East 55.60 feet, Morth 43°55'46" East 67.97 feet Korth 25°42'02" East 29.00 feet, Morth 43°56'16" East 67.97 feet Korth 25°56'31" East 29.00 feet, Morth 43°53'46" East 29.69 feet, North 37°12'31" East 29.01 feet, North 68°41'01" East 30.68 feet, South 69°56'51" East 29.01 feet, South 88°27' Ea.: 429.65 feet to a fence corner, South 03'05'06" Wast 256.64 feet, South 65°56' East 13.14 feet to a fence corner, South 56'10" Wast 256.64 feet, South 55'56' East 13.14 feet to a fence corner, South 56'10'30" East 177.90 feet South 55'56' East 13.14 feet to a fence corner, South 56'10'30" East 177.90 feet South 55'56' East 273.68 feet, South 85'54'00" East 2.95 feet, South 85'56' East 135.26 feet, South 65'35'10" East 2.95 feet, South 85'56' East 135.26 feet, South 65'35'10" East 2.95 feet, South 85'56' East 135.26 feet, South 65'35'10" East 2.95 feat, South 85'56' East 235.68 feet, South 85'32'40" East 2.95

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Description: El Dorado, CA Document-Year DociD 1989 60069 Page: 3 of 4 Order: 72 Comment:

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

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

BEGINNERSO on the North line of the Southeast quarter of the Northwest quarter of sold Section 28 at a point from which the Northwest corner of the Southeast quarter of sold Forthwest quarter bears North 86°04'46" West 723.00 feet, a 3/4 inch iron pipe and asg "L.S.2822"; thence South 40°48'50" Wost 632.00 feet, s 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 sold Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the hereisabove described proparty lying Northwestarly of a line between those points described as "D" and "C" and Westerly of a line between those points described as "D" and "C" and Westerly of a line between those points described as "D" "A" as the same its described in thet certain Boundary Line Agreement exacuted by and between George Edgar Freeman, et al, and Dissond R. Properties Inc., a California corposition, recorded October 30, 1981, Book 2026, Official Records, page 516, El Dorado County Records.

RESERVING THEREFROM: AS TO PARCELS GNE 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.

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sound the within Instrument on behalf of the corpor- therein summed, and acknowledged so are that such sort	ation			
zion executed the within lastrument pursuant to its by	daws ADG	ER A. SULLIVAN	1	
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STATE OF CALIFORNIA	)	
	)	55.
COUNTY OF LOS ANGELES	)	

On March 18, 1099, bafore me, the undersigned, a Notary Public in and for said Sinte, personally appeared MICHAEL CHAZEN known to mu or proved to me on the basis of satisfactory evidence in he 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 scal.

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Notary

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county of Los Angeles	
On March 18, 1999, before me. No	any N. Truong, Notary Public
personally appeared Alice Violet	Charlen
	personally known to me proved to me on the basis of selisfactor evidence
NANEY N. TRUONG	to be the person(s) whose name(s) is/ar subscribud to the within instrument an acknowladged to me that he/she/they execute the same in his/her/their authorize capacity(ies), and that by hus/her/the signature(s) on the instrument the person(s), o
Commission # 1121144	the entity upon behalf of which the person() acted executed the instrument.
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Description; El Dorado, CA Document-Year.DocID 1999.20355 Page: 3 of 7 Order: 72 Comment:

## 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:

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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 fcet; 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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Description: El Dorado, CA Document-Year, DociD 1999,20355 Page: 4 of 7 Order: 72 Comment:

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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 2º14'50" 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 torminus 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 31º40'03" West 134.12 feet, and Nurth 32º52'18" West 146.37 feet; thence leaving said road centerline North 74°32'48" East 39.99 fect 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 \$1"08'45" East 73.87 feet, North 44"54'22" East 86.37 feet, North 29º16'30" East 67.0" feet, North 16º10'08" East 48.27 feet, North 02"56'31" East 85.71 feet, North

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Description: El Dorado,CA Document-Year.DocID 1999.20355 Page: 5 of 7 Order: 72 Comment:

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## 020355

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 57º12'51" East 19.74 feet, North 68º41'0)" 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 fcet, South 85"09'40" East 177.90 feet South 85*58' East 79.89 fect, 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 4º15'20" East 413.13 feet, North 3º50'30" 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 f

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Description; El Dorado, CA Document-Year.DocID 1999.20355 Page; 6 of 7 Order; 72 Comment;

# 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 Procman. 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.

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\$3/30/1990,19990029383

#### 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 (ax statements to

Name Michael I. Chazon Stroel C/o Porry Crook Viscyards P. O. Box 313 City & State Somerset, California 95684 El Dorado, County Recorder Hilliam E. Schultz Co Recorder Office DOC-99-0020359-00 Check Number 2000 Tuesday, MAR 30, 1999 11:37:08 Tti Pd 815.00 Nor-0000130829 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

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.
- [X] A transfer to a spouse or former spouse in connection with a property sottlement 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.

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 suparate property

the following described real property in the County of El Dorado

. State of California:

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

Assessor's Parcel No. 094-060-071

3-18-99 Dated:

CHAZEN ALICH

F:\UPDATA\CHAZEN\PERRY2.ITD

Description: El Dorado,CA Document-Year.DocID 1999,20359 Page; 1 of 4 Order: 72 Comment; ŕ

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# 020359

#### STATE OF CALIFORNIA ) 55. ) COUNTY OF LOS ANGELES ł

On March 18, 1999, before no, the undersigned, a Noury Public in and for said State, personally appeared MICHAEL CHAZEN known to me or proved to me on the basis of satisfactory avidence to be the person whose name is subscribed to the within instrument and seknowledged that he executed the same in his authorized capacity and that by lifs signature on the instrument the parton or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official scal.

Agnu adelman Notary Public in and for said County and State

(SEAL)



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# 020359

State of California	1
countral Los Angeles	<b>55</b> .
On March 18,1999. before me. 1 personally appeared Alice Violet	Janey N. Truong Notary Public
	personally known to me personally known to me proved to me on the basis of satisfactory evidence
NANCY N. TRUONG Commission # 117114 Natary Public - California Los Argeles County My Carm. Scinet Jon 24 2002	to be the person(x) whose name(x) is/en- subscribed to the within instrument and acknowledged to me that he/she/they executed the same in bis/her/their, authorized capacity(les), and that by bis/her/their signature(x) on the instrument the person(x), of the entity upon behalf of which the person(x) acted, executed the instrument. WITNESS my hand and official seal.
	TIONAL
	w. It may prove valuable to persone relying on the documbrit nd repliachment of this form to another document
Description of Attached Document Tillo or Type of Document: There Spourse	il Transfer Deed_
	Number of Pages: 5
Signat(s) Other Than Named Above:	· · · · · · · · · · · · · · · · · · ·
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Guardian or Conservator	
Guardian or Conservator Other:	· · · · · · · · · · · · · · · · · · ·

_Description: El Dorado,CA Document-Year.DocID 1999.20359 Page; 3 of 4 Order: 72 Comment:
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## 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.

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#### ep/30/1999,199902020359

Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 4 of 4 Order: 72 Comment:



#### 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.

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#### 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:
  - 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.
- 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.

Williamson Act Contract

- 4 -

- 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.

- 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.

Williamson Act Contract

- 6 -

 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

Ву: _

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]

Williamson Act Contract

P. 013/013

MAR-13-2006(MON) 15:17 REALTY WORLD-KELLER & ASSOCIATES (FAX)1 530 622 1214

- 7 -

State of California	
County of <u>El Dorado</u>	} \$ss.
On 3-14-06 before me, _	GEORIA M. BURRES
personally appeared <u>MicHAek</u>	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
	Name(s) of Signer(s)
	personally known to me • proved to me on the basis of satisfactor evidence
	to be the person(s) whose name(s) is/ar subscribed to the within instrument an
GEORJA M. BURRES	acknowledged to me that he/she/they execute
O COMM. #1450658 NOTARY PUBLIC - CALIFORNIA	the same in his/her/their authorize capacity(ies), and that by his/her/the
EL DORADO COUNTY MY COMM. EXPIRES NOV. 11. 2007	signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s acted, executed the instrument.
	WITNERS my hand and official seal.
	APPOIN THE BURG

Alton M. S gnature of Notary Public mo

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	New Michael Ira Chazer and	DU: COUNTER IN	1
	Alice Chazen ans 12343 Old Oak Lane		
	Los Angeles, CA 90049		
	Title Order No. Excrow Na2091 1mas	11	lf -
	Corporatio	n Grant Deed 🎝	
			-
	The undersigned declares shat the documentary crundle to al computed on the fail value of the interest or property		
	tentinents or resky is located in	scontrances revealeding thereast at the time of sale. The land,	
	A solacorporated area 🛛 day of		
	FOR A VALUABLE CONSIDERATION, receipt of white	h is hereby acknowledged.	
	DIAMOND R. PROPERTIES, INC., a Cali		
	a componation ameniated under the laws of the State of		
	MICHAEL IRA CHAZEN and ALICE CHAZEN	, husband and wife as Joint Tenants	
			- 3- 
	the following described real property in the county of E1 Donado	te of California	
	SEE EXHIBIT "A" ATTACHED HERETU AND		<u>x-1</u>
			ik.
4		DIANDNO R. PROPERTIES, INC	
	Deced October 12, 1989	BY: A Angain Che Var	
		Armand Chay-Vice Fresident	
	STATE OF CALIFORNIA		
	COUNTY OF 53.		
	TATE OF CALIEORNIA		
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Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 1 of 4 Order: 72 Comment:



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094-000 01

097-060-65

Ordar No. 20911

#### EXBIBIT "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 balf of the Southeast quarter and the Southeast quarter of the Southewst quarter of Saction 21, Township 9 North, Banga 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 wichin the parcel of land described as follows:

BEGINNING at the wost Masterly corner of the property herein described from which the Southeast corner of said Section 21, marked by s 30 inch sak, bears South 73°25' Mast 431.90 feet; theace South 60° Weer 300 feet; theace North 45° West 300 feet; theace North 60° Mast 300 feet; thence South 45° East 300 feet to the point of beginning.

#### PARCEL THO

All that portion of the West balf of the Northeast quarter of the Southeast quarter of the Morthwest quarter of Section 28. Township 9 Worth, Range 12 Kast, Mount Diablo Base and Meridian, as described in the following 3 percels:

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

BEGINGING 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; there South 3'00'11" Vert 503.00 feet along the East line of said Northwest quarter; thence North 39"40'00" West 60.00 feet; thence South 65'00'00" West 60.00 feet; thence South 38'00'00" West 120.00 feet; thereas South 15'00'00" West 100.00 feet; of the South 49'00'00" West 370.00 feet; thence South 22'00'00" West 70.00 feet; thence South 4"00'00" Vest 115.00 feet; thence South 26'00'00" West 135.00 feet; thereas South 35'00'00" West 22'00'00" West 70.00 feet; theore South 4"00'00" Vest 115.00 feet; thence South 26'00'00" West 135.00 feet; thereas South 53'00'00" West 22'0.00 feet; thence South 64'00'00" West 185.00 feet; thence South 24'40'00" West 1045.20 feet to the conterline of Perry Creak Road; thence along said centerline the fellowing two courses: North 14'00'00" West 47.78 feet, North 33'51'20" West 145.51 feet; thence leaving said centrine North 30'05'00" East 122.14 feet; thence South 50'40'20" East 202.39 feet; a 3/4 inch iron pips and teg L.S. 2822; thence North 40'43'50" East 632.00 feet a similar pips on the South 10m of the Northeast quarter of the Northwest

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Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 2 of 4 Order: 72 Comment: . .

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Order Mc. 20911 Exhibit "A" continued, page 2

querter of said Section 28; thrace South 86°04'46" East 639.60 feet to the Southwest corner of the Wortbwest querter of the Wortheast querter of said Section 28, a similar pipe; thence North 2°14'50" East 1315.26 feet to the North querter 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 Knuts Melson, L.E. 2822.

(b) All that portion of the West half of the Mortheast guerrar and the (D) ALL that periles of the Northwast quarter of Section 28, Township 9 Southeast quarter of the Northwast quarter of Section 28, Township 9 North, Range 12 East, Nownt Diablo Sasa and Meridian, lying Southerly and Beaterly of the above described percel and lying Mortharly of that certain existing fence line an abid fence line is described in that cartain Boundary Line Agreement remothed January 4, 1974, in Book 1741, page 508, Official Remords, and more perticularly described as follows:

BEGINNING at the Westerly terminus of said line, a point in the centerline of Perry Crock Road in the Northwest quarter of Section 28, Township 9 North, Range 12 East, Noust Diablo Base and Meridian, from remarize of Petry Grean Acam in the Morthwast quarter of Saction 24, Township 9 North, Range 12 East, Noust Diablo Base and Maridian, from which acid point the moat Mortharly corner of that certain parsel of loud conveyed to Runald A. Corton and Rose L. Cotton, husband and wife, by Dead recorded October 14, 1970, in Book 1011 of Official Records of El Dorado County et page 728, bears Morth 19 41'44' Wast 33.11 fact, North 31'40'03' West 134.12 feat, and Morth 32'52'18' West 146.37 fact; thence laaving maid toad centerline Morth 74'32'49'' East 39.99 fact to a fence corner; theme continuing Morth 74'32'49'' East 39.2.43 fact South 61'42'27' East 15.74 feet, North 64'04' East 21.92 feat, North 56'44' East 113.92 feet, North 51'08'45'' Last 73.87 feet, Morth 46''34''22'' East 88.37 feet, North 29'16'30'' East 57.07 feet, North 16''31''22'' East 38.75 feet, Morth 31'23'01'' East 39.69 feet, North 43'53''44'' East 41.64 feet, North 49''00'10'' East 26.38 feet, North 43''53''44'' East 67.97 feet Korth 29''29'51'' East 19.00 feet, North 15''17''45'' East 67.97 feet Korth 49''00'10'' East 39.01 feet, North 15''17'45'' East 67.97 feet Korth 57''12'51'' East 19.01 feet, North 15''17'45'' East 67.97 feet Korth 41''00'51'' East 39.01 feet, North 15''17'46'' East 28.78 feet, Worth 57''12'51'' East 19.74 feet, North 68''41''01'' East 29.69 feet, Worth 49''00'10'' East 39.01 feet, North 68''41''01''' East 29.69 feet, Worth 69''56'51'' East 29.16 feet, South 68''41'01''' East 29.65 feet, Worth 89''56'51''' East 29.06 feet, South 68''41'01''' East 29.65 feet, Korth 89''56'51''' East 20.91 feet, South 89''7'' East 50.56 feet, South 69''56'12'' East 20.91 feet, South 89''7'' East 50.56 feet, to a fence corner, South 03''09''04'' Wast 138.46 feet, South 62''45''13'' West 271.84 feet, South 02''46'40''' Wast 256.86 feet, South 4''46'' West 131.14 feet to at 100'01'' East 102'04''104'' East 100'2' East 50''13''' West 271.84 corner, South 03°09'04" Wast 198.46 feat, South 02°45'13" Vest 71.84 feat, South 02'46'40" Wast 256.84 fact, South 4°46' Vest 131.14 feat to a fance corner, South 65°10'30" East 307.22 feat, South 85°44'40" East 104.82 feat, South 85°09'40" East 177.90 feat South 85°58' East 79.59 feat, South 85°24'40" East 163.41 feat, South 85°56' East 283.66 feat, South 85°24'40" East 2.98 feat, South 85°56' East 283.66 feat, South 85°24'40" East 20.89 feat, South 85°40' East 285.06 feat, South 85°35' In feat 20.89 feat, South 85°40' East 285.06 feat, South 85°22' East 173.72 feat, South 85°34'30" East 223.07 feat, South 85°24' Feat 133.72 feat, South 85°34'30" East 23.07 feat, South 85'38'10" East 413.70 feet to a fenem corner. Koreb 4'13'20" East 413.13 feat, Worth 3'50'30" East 167.18 feet, North 3'24'50" East 234.43 feet, and North 3'54'20" East 483.63 fees to a fance corner; thence continuing along a prelongation of the last said line Northerly to a point on the North line of said Section 27.

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Description: El Dorado, CA Document-Year DocID 1989 60069 Page: 3 of 4 Order: 72 Comment:

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

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

BEGINNING on the North line of the Southeast quarter of the Northwest quarter of sold Section 28 at a point from which the Northwest corner of the Southeast quarter of sold Northwest Quarter bears North 85°04'46" West 728.00 feet, s 3/4 inch iron pipe and mag "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 ot the North line of the Southeast quarter of sold Northwest quarter; thence South 86°04'46" East 218.33 feet to the point of beginning.

EXCEPTING THEREFOR all that portion of the hereinabove described proparty lying Northwestarly of a line between these points described as "D" 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 its described in that certain Boundary Line Agreement executed by and between George Edgar Freman, at al, and Dismond R. Fromerties Inc., a Californis corporation, recorded Corober 30, 1981, Book 2026, Official Records, page 526, El Dorsdo Courty Records.

RESERVING THEREFROM: AS TO PARCELS GNE AND THO:

A non-exclusive easement for road and utility purposes over the axisting 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

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350x 3224 PAGE 81

Description: El Dorado, CA Document-Year.DocID 1989.60069 Page: 4 of 4 Order: 72 Comment:

03-14-06 14:25 From-First April 3n	Title Placerville 530	D6261167	T-250 P.006/017	F-810
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RECORDING REQUESTED BY	GFFICIAL ST ( PDS		i .	
LIBERTY TITLE AND ESCROW COMPANY	ELDORALCO ST. ST. FY			
and there liebling this this basis and, where considered there is the second statement of the second s	Liberty Title & Eastly Can			
Michael Irz Chazen and			F.	
Alice Chazen	P COT CT CARR			
13243 Old Dak Lane			₽,	
L Los Angeles. CA 90049	2			
Title Order rio, Excrow No. 21013-mes		Corder's Use	' 14 stb.	
Corporatio	on Grant Deed	17.55 19.69	بلائد وال	
The undersigned doclares that the documentary transfer t	min \$ 139_70			
B computed on the full value of the internet or propert	r conveyed, or is		1	
Compound on the full value line the value of liens or tenements or reality to located in	encombrances remaining thereos as the tim	e of sale. The land,		
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FOR A VALUABLE CONSIDERATION, receipt of w	hich is howing personalizations)			
DIAMOND & PROPERTIES, INC., a Cal	• • •			
			-	
a corporation commised order the laws of the State of hereby (SRANT(S) co	•			
HICHAEL IRA CHAZEN AND ALICE CHAZ	EN, husband and wife as joint t	Lenants		
. the following described stal property in the county of EI D07600	state of California:			
That portion of sections 21 and 2 Hount Diablo Base and Meridian, o		iast,		
BEGINHING at the kost Sasterly co		cribed from		
which the Southeast corner of sal South 73°25' East 431.90 feet; th North 45° West 300.00 feet; then	d Section 21 marked by a 30 ind ence South 60° West 300.00 feet; e North 60° East 300.00 feet; 1	ch oak, bears L: thence		
South 45° East 300.00 feet to the TOGETHERWITH:				
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deed recorded September 10, 198 Official Records.	1, in Book 2012 at page 177,			
Darel December 15. 1989	BLAMOND RA PROPERTIES, Inc.		н 	
	BT: X HAMACHO			
	Vier Bear D. F		2	
COUNTY OF SAN MATEO				
On DECEMPTER 19, 1989 before			1	
the undersigned, a Notary Public in and for said County a State, personally appeared A.E.MAND F-CHA			į	
known to me to be the VICE President, and			Ē	
, known to me to Secretary of the corporation they executed		ГАМР		
within instrument, known to me to be the persons who	EX ²		L \$	
pound the within instantent on behalf of the corporation structure and acknowledged as no that such corporation of the such co				
tion executed the within instrument pursuant to les by-la	ROGER A. S	ULLIVAN S	l	
or a resolution of its board of directors.	City sid County of E	AN FRANCISCO		
for tour		Territore	i	
Signature of Notary			1	
-	APN: 94-060-07			
MAR TAX STATEMENTS TO FART SHOWN ON FOLLOWING L	NE: W MO PARTE RO ZHOWN, MAIL AS DIRECTES	19745'	L F	
Name Sact	Iddress (	City de Stute	1	
Description: El Dorado, CA Document-Year. Doc Order: 72 Comment;	ID 1989.76122 Page: 1 of 1 a	3781	•	
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	RECO	ORDING REQUESTED BY	
			El Dorado, County Recorder
		and when recorded mail to	William E. Schultz Co Recorder Office
			DOC- 99-0020355-00
Name		Zolls and Meyer	Chaok Number 2906
Street		2029 Century Park East	Tuesday, HAR 30, 1989 11:36:02
Address		Suite 1020	Ttl Pd \$25.00 Hor-0000130825
City &S	Inte	Los Angelas, CA 90067-2911	CLC/C2/1-7
		nali lax Aladments lo	
Name		Michael I. Chazon	
Street		c/o Perry Creek Vincyards	
		P. O. Box 313	
City & S	State	Somersel, California 95684	
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		······································	
		INTERSPOUSA	L TRANSFER DEED
			PCOS
	DEED	(Excluded from Reappraisal Under Proposition	
GRANI	Deco	Granior(s) declarc(s) under penalty of perjury	that the following is true and correct:
Doume	nlary tru	insfer tax is \$@	
	Comput	ied on full value of property conveyed, or a co	mputed on full value less value of liens and encumbrances remaining at
-	time of	sale, or I is exempt from imposition of the Do	cumentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on
	transfer	ring community, quasi-community, or quasi-m	arial property, assets between spouses, pursuant to a judgment, an order, or
	a writte	a agreement between spousos in contemplation	of any such indemont or order.
		xemptions: (state reason and give Codos or On	
	Uninco	porated area: [] City of	nd nuc and Taxation Code and Granter(s) has(have) checked the applicable
	This is a	on from Reappraisal under Proposition 13:	inte and intranon code and Orbitoris) nas(nave) chocked me applicable
	CXCRUSIC	on from Acappraisal under Proposition 15:	, or the surviving spouse of a deceased transferor, or by a trustee of such a
		the spouse of the trustor.	
0	A transf	fer which takes offect upon the death of a spour	ie.
ixi		fer to a sponse or former sponse in connection	with a property settlement agreement or decree of dissolution of marriage
	or leval	separation. or	
<b>m</b>	A creati	ing transfer or termination, solely between spe	nes, of any co-overer's interest.
н	The dist	withulon of a local entity's property to a spouse	or former shouse in exchange for the interest of such spouse in the logal
_	entity in	connection with a property settlement agreem	ent or a decree of dissolution of marriage or legal separation.
a	Other:_		ومرجب مشارعت المستجر والمحاكم الأسبر ويواجعون المراجع ويوجون والمراجع والمرجع والمراجع والمرجع والمرجع
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		MICHAEL IRA CHAZEN and ALICE CHAZ (s) to MICHAEL IRA CHAZEN, u single	LEN, Ausband and with as Joint Tendits
hereby (	GRANI	(3) 10 MICHAEL IICA CHAZEN, a single	tites us the ways and waher are bridgery
the faile	wine de	scribed real property in the	
County		El Dorndo	State of California:
-		· · · · · · · · · · · · · · · · · · ·	
	see ex	HIBIT "A" ATTACHED HERETO AND INC	ORPORATED
	Heren	N BY REPERENCE AS THOUGH SET FORT	HIN FULL (PERKY CREEK)
			7. 1.C. 1.E
A556550r		et Nos. 093-031-621 and 093-060-251	
Dutrida	ろ	-18-99	There the the
Dated:		MICHAE	LIRA CHAZEN )
		/	Hund &-
		ALICE CI	IAZEN
F: LIPDAYA	A \CHAZEN	VDERRYCRK. IYD	

Description: El Dorado, CA Document-Year.DocID 1999,20355 Page; 1 of 7 Order: 72 Comment:

From-First /

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## 020355

STATE OF CALIFORNIA	)	
	)	55.
COUNTY OF LOS ANGELES	)	

On March 18, 1999, balars me, the undersigned, a Notary Public in and for said Sinte, personally appeared MICHAEL CHAZEN known to me or proved to use on the basis of satisfactory evidence in he 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 scal.

In and for soid County and Stote

Notary

(SEAL)



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## 020355

State of California	
County of Los Angeles	
on March 18, 1999, before me. No	ney N. Truong, Notery Public
personally appeared Alice Violet	
	personally known to me
NANEY N. TRUONG	to be the person(s) whose name(s) is/ar subscribud to the within instrument an acknowledged to me that he/she/they execute the same in his/her/their authorize cepscity(ies), and that by hut/her/their signature(s) on the instrument the person(s), o
Commission # 1171144 Horay Puble - California Lat Angeles County My Commissions my 26 7012	the entity upon behalf of which the person(d acted executed the instrument. WITNESS my liand and official seal.
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<ul> <li>Individual</li> <li>Corporate Officer — Title(s):</li> <li>Partner — Limited General</li> </ul>	Pro of Hunder,ein
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Other:	· · · · · · · · · · · · · · · · · · ·

Description; El Dorado,CA Document-Year.DocID 1999.20355 Page: 3 of 7 Order: 72 Comment:

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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:



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 guarter 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 guarter 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

Description: El Dorado, CA Document-Year, DociD 1999.20355 Page: 4 of 7 Order: 72 Comment:

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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 conterline North 43°05'00" East 122.14 feet: thence South 30°40' 20" East 202.39 feet; a 3/4 inch iron pipe and lag L.S. 2822; thence North 40º48'50" East 632.00 feet a similar pipe on the South line of the Northcast 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 2º14'50" East 1315.26 fect 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 torminus 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 15º41'44" West 33.11 feet, North 31º40'03" West 134.12 feet, and North 32º52'18" West 146.37 feet; thence leaving said road centerlino 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 fcet, 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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Description: El Dorado,CA Document-Year.DocID 1999.20355 Page: 5 of 7 Order: 72 Comment:

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## 020355

18º33'12" 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 41º00'51" East 39.01 feet, North 47°53'54" East 29.69 feet. North 57º12'51" East 19.74 feet, North 68º41'01" 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 fect. South 86°24'40" East 104.82 fcet, South 85"09'40" East 177.90 feet South 85*58' East 79.89 fect, 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 in a fence corner, North 4º15'20" East 413.13 feet, North 3º50'30" East 167.10 feet, North 3º24'50" 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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Description: El Dorado,CA Document-Year.DocID 1999.20355 Page; 6 0f 7 Order: 72 Comment:

## 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 ONB 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.

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#### RECORDING REQUESTED BY

and when recorded mail to

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

muil tax statements to

Name Michael I. Chazon Street c/a Porry Crock Vincyards P. O. Box 313 City & State Somerset, California 95684 El Dorado, County Recorder Hilliam E. Schultz Co Recorder Office DOC- 99-0020359-00 Cheek Number 2000 Tuesday, MAR 38, 1989 11:37:08 Tti pd gis.se Nor-odesisess CLC/CZ/1-4

## INTERSPOUSAL TRANSFER DEED

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Culif. 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 C computed on full value less value of tiens and encombrances remaining at time of sale, or C is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §1 1927(a), on transferring community, quasi-community, or quasi-marinal 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 Codes or Ordinance number_

Unincorporated area: [] City of _______ and This is an interspousal Transfer under \$63 of the Revenue and Taxation Code and Granior(s) has(have) checked the applicable exclusion from Reappruisal under Proposition 13;

- A transfer to a transferor, or the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trastee of such a trust to the spouse of the mustor.
- A transfer which takes effect upon the death of a spouse.
- [X] A transfer to a spouse or former spouse in connection with a property softkoment agreement or decree of dissolution of marriage or legal separation, or
- A creation, transfer, or terminution, sololy between spauses, 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.
- D 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:

SEB 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 CHAZEN Á12 A ALICECHAZE

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Description: El Dorado,CA Document-Year.DocID 1999,20359 Page: 1 of 4 Order: 72 Comment; ŕ

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## 020359

#### STATE OF CALIFORNIA ) 55. ) COUNTY OF LOS ANGELES 1

On March 18, 1999, before no, the undersigned, a Noury 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 parson or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

April adelman Public in and for said County and State

[SEAL]



Description: El Dorado, CA Document-Year.DocID 1999.20359 Page: 2 0f 4 Order: 72 Comment:

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## 020359

State of California		1
County of LOS	Angeles	\$ 56.
	1	
on March 18	1999. before me. 1	Janey N. Truong, Notary Public
		personally known to me proved to me on the basis of satisfactor evidence
	NANCY N. TRUONG Commission # 1 121146 Jaray Public - California Los Argetes County Camm. Sobret Jon 24 2002	Io be the person(s) whose name(s) is/an subscribed to the within instrument and aoknowledged to me that he/she/they executed the same in bis/her/their. authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), o the entity upon behalf of which the person(s) acted, executed the instrument.
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## D20359

#### 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.

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## 63/30/1999,19999020359

Description: El Dorado, CA Document-Year.DocID 1999.20359 Page; 4 0f 4 Order: 72 Comment:



# **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 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

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

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,

an Bullesam

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:

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 _

By_

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

By _

Deputy Clerk