

RECORDING REQUESTED BY:

Board of Supervisors

WHEN RECORDED MAIL TO:

**Board of Supervisors
330 Fair Lane
Placerville, CA 95667**

EL DORADO CO. RECORDER-CLERK

05/26/2010, 20100023263

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

**WILLIAMSON ACT CONTRACT – ROY AND MARILYN RUTZ – ESTABLISHING
AGRICULTURAL PRESERVE NO. 322**



RESOLUTION NO. 059-2010

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the El Dorado County Planning Commission, at a meeting held April 8, 2010, recommended the establishment of an agricultural preserve as set forth herein; and

WHEREAS, on May 18, 2010, 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 shown in Exhibit A, as set forth herein:

Preserve No.	Owner	Parcel Nos.	Acres	Area
322	Rutz, Roy and Marilyn	088-020-72, 088-020-79, and 088-020-81	296.86	Garden Valley

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 18th day of May, 2010, by the following vote of said Board:

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Ayes: James R. Sweeney, John Knight,
Raymond J. Nutting, Norma Santiago
Noes: none
Absent: Ron Briggs

By: [Signature]
Deputy Clerk

[Signature]
Vice Chairman, Board of Supervisors
Raymond J. Nutting

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

DATE: _____

Attest: SUZANNE ALLEN DE SANCHEZ, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: _____

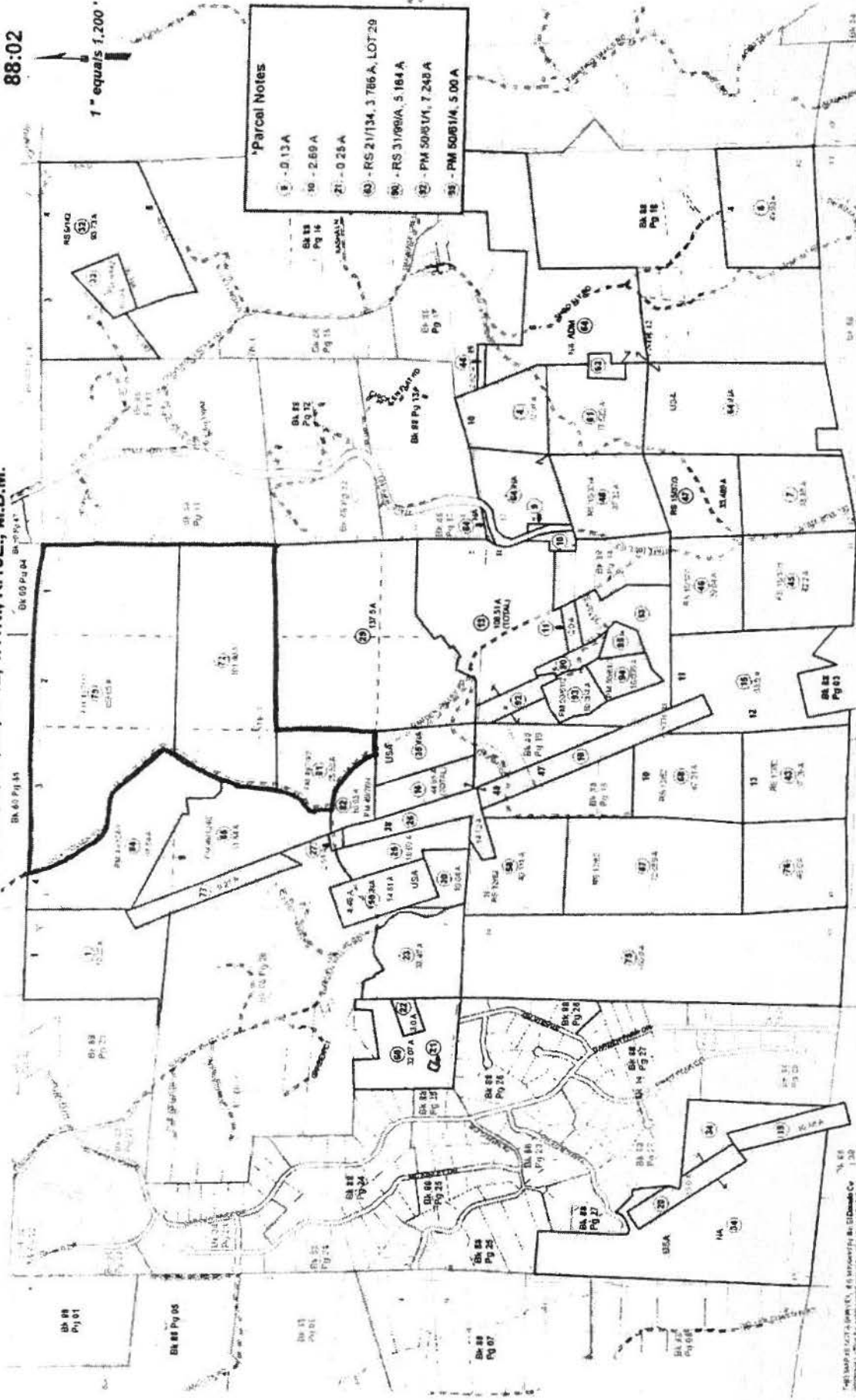
SECS. 1, 2, 3, 10, 11, & 12, T.11N., R.10E., M.D.M.

88:02

1" equals 1,200'

'Parcel Notes

8 - 0.13 A
 10 - 2.69 A
 21 - 0.25 A
 80 - RS 21/134, 3.786 A, LOT 29
 90 - RS 31/98A, 5.184 A
 92 - PM 50/81U, 7.240 A
 93 - PM 50/81A, 5.00 A



Assessor's Map Bk. 088, Pg. 02
County of El Dorado, CA

Rev March 26 2009

Acreages Are Estimates

EXHIBIT A

THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THIS MAP. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, THAT MAY BE SUFFERED BY ANY PARTY AS A RESULT OF USING THIS MAP.

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this 18 day of MAY 2010, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and Roy Rutz and Marilyn Rutz, referred to herein as "Owner".

1. DEFINITIONS

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

2. FACTS

This Contract is made with reference to the following facts:

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

3. LAND USE

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

4. TERM

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

5. NON-RENEWAL

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

6. TRANSFER OF PROPERTY

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

7. CANCELLATION

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

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

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

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

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

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

8. EMINENT DOMAIN

a. In this section:

- (i) "public agency" means any public entity included within the definition of "public agency" in the 1969 Williamson Act and in any subsequent amendments to that Act; and
- (ii) "individual" means any person authorized under Section 1001 of the Civil Code or under any other existing or future California law to acquire property by eminent domain.

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

c. When such an action to condemn less than an entire parcel of the property is filed, or when such an acquisition to acquire less than an entire parcel of the property occurs, this Contract shall be deemed null and void as to the property actually condemned or acquired and shall be disregarded in the valuation process only as to the property actually being taken or acquired unless the remaining property will be adversely affected by the condemnation in which case the amount of just compensation shall be computed without regard to this Contract.

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

9. AMENDMENT

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

10. SEVERABILITY

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

EL DORADO COUNTY

By: Raymond J. Nutting
Vice Chairman, Board of Supervisors
Raymond J. Nutting

ATTEST:

Suzanne Allen de Sanchez
Clerk to the Board of Supervisors

By: Stephyn Tyler
Deputy

Roy E. Rutz
Roy E. Rutz
Marilyn B. Rutz
Marilyn B. Rutz
Owners

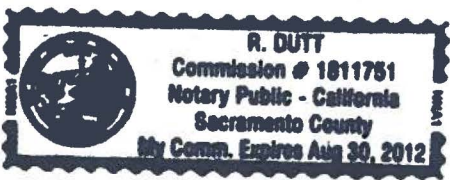
(mab:WAC.CON/WilliamAct)
(Revised 10/06)

STATE OF CALIFORNIA
COUNTY OF Sacramento
on November 12, 2008, before me,
R. Dutt, Notary Public,

personally appeared, Roy E Rutz and
Marilyn B. Rutz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
SIGNATURE [Signature] Notary Public (SEAL)



ILLEGIBLE NOTARY DECLARATION

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary R Dutt

Date commission expires Aug 30, 2012

Notary identification number NNAI
(For Notaries commissioned after 1-1-1992)

Manufacturer / Vendor identification number 1811751
(For Notaries commissioned after 1-1-1992)

Place of execution of this declaration Placerville CA

Dated 5/26/10

Signed [Signature]
(Firm name, if any)

ACKNOWLEDGMENT

State of California
County of El Dorado

On May 26, 2010 before me, Loretta Featherston, Notary Public

Personally appeared Raymond J. Nutting
who proved to me on the basis of satisfactory evidence to be the
person(s) whose names(s) is are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Loretta Featherston



WAC #322

(Seal)

EXHIBIT A
LEGAL DESCRIPTIONS
ROY & MARILYN RUTZ

007-7 (11:11)
RECEIVED
PLANNING DEPARTMENT

Parcel # 088-020-72

All that real property shown as Tract 2 on that certain Parcel Map filed on July 12, 2006 and recorded at Book 49, Page 70 of El Dorado County Records.

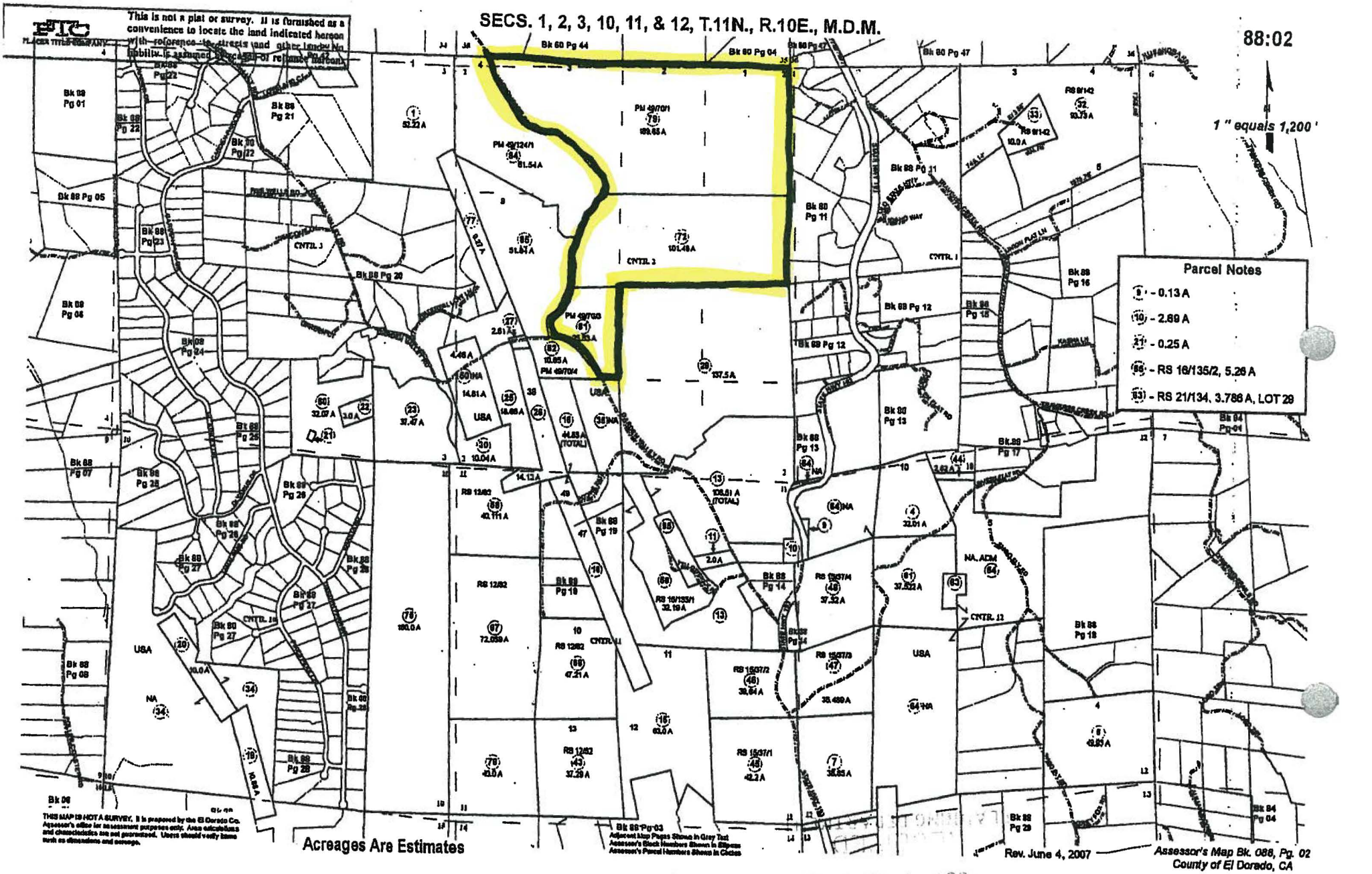
Parcel # 088-020-79

All that real property shown as Parcel 1 on that certain Parcel Map filed on July 12, 2006 and recorded at Book 49, Page 70 of El Dorado County Records.

Parcel # 088-020-81

All that real property shown as Parcel 3 on that certain Parcel Map filed on July 12, 2006 and recorded at Book 49, Page 70 of El Dorado County Records.

WAC 09-0001



ROY + MARILYN RUTZ

WAC 09-0001

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ROY E. RUTZ IN OCTOBER OF 2005. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]
 MARC VAN ZUUK, P.L.S. 6230

© 2006

PLANNING DEPARTMENT

COUNTY SURVEYOR'S STATEMENT

I HAVE EXAMINED THE MAP. THE SUBMISSION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THE MAP IS TECHNICALLY CORRECT. THE NON EXCLUSIVE ROAD AND PUBLIC UTILITY EASEMENTS ARE HEREBY ACCEPTED.

DANIEL S. RUSSELL, L.S. 5017, LIC. EXP. 31 DEC 2007
 COUNTY SURVEYOR, COUNTY OF EL DORADO

BY: RICHARD L. BIRNER, L.S. 5084, LIC. EXP. 30 JAN 2008
 DEPUTY SURVEYOR, COUNTY OF EL DORADO

DEVELOPMENT SERVICES DIRECTOR'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF SECTION 66412 (c) AND 66457 OF THE SUBDIVISION MAP ACT.

GREGORY L. FUR, DEVELOPMENT SERVICES DIRECTOR, COUNTY OF EL DORADO, CALIFORNIA
 PRINCIPAL PLANNER, COUNTY OF EL DORADO, CALIFORNIA

RECORDER'S STATEMENT

I, WILLIAM E. SCHLITZ, HEREBY CERTIFY THAT INTER-COUNTY TITLE CO. SUBDIVISION MAP GUARANTEE NUMBER _____ WAS FILED WITH THIS OFFICE AND THAT THE PARCEL MAP WAS ACCEPTED FOR RECORD AND FILED THIS _____ DAY OF _____, 2006, AT _____ IN BOOK _____ OF PARCEL MAPS AT PAGE _____ AT THE REQUEST OF ROY E. RUTZ AND MARLYN B. RUTZ, TRUSTEES OF THE RUTZ TRUST DATED 17 SEPT. 19 _____

DOCUMENT NO. _____
 WILLIAM E. SCHLITZ, COUNTY RECORDER, CLERK, COUNTY OF EL DORADO, CALIF.
 BY: _____ DEPUTY

OWNER'S STATEMENT

REFER TO DOCUMENT No. _____ FOR CONSENT AND OFFERS OF DEDICATION OF ALL PARTIES HAVING RECORD TITLE INTEREST.

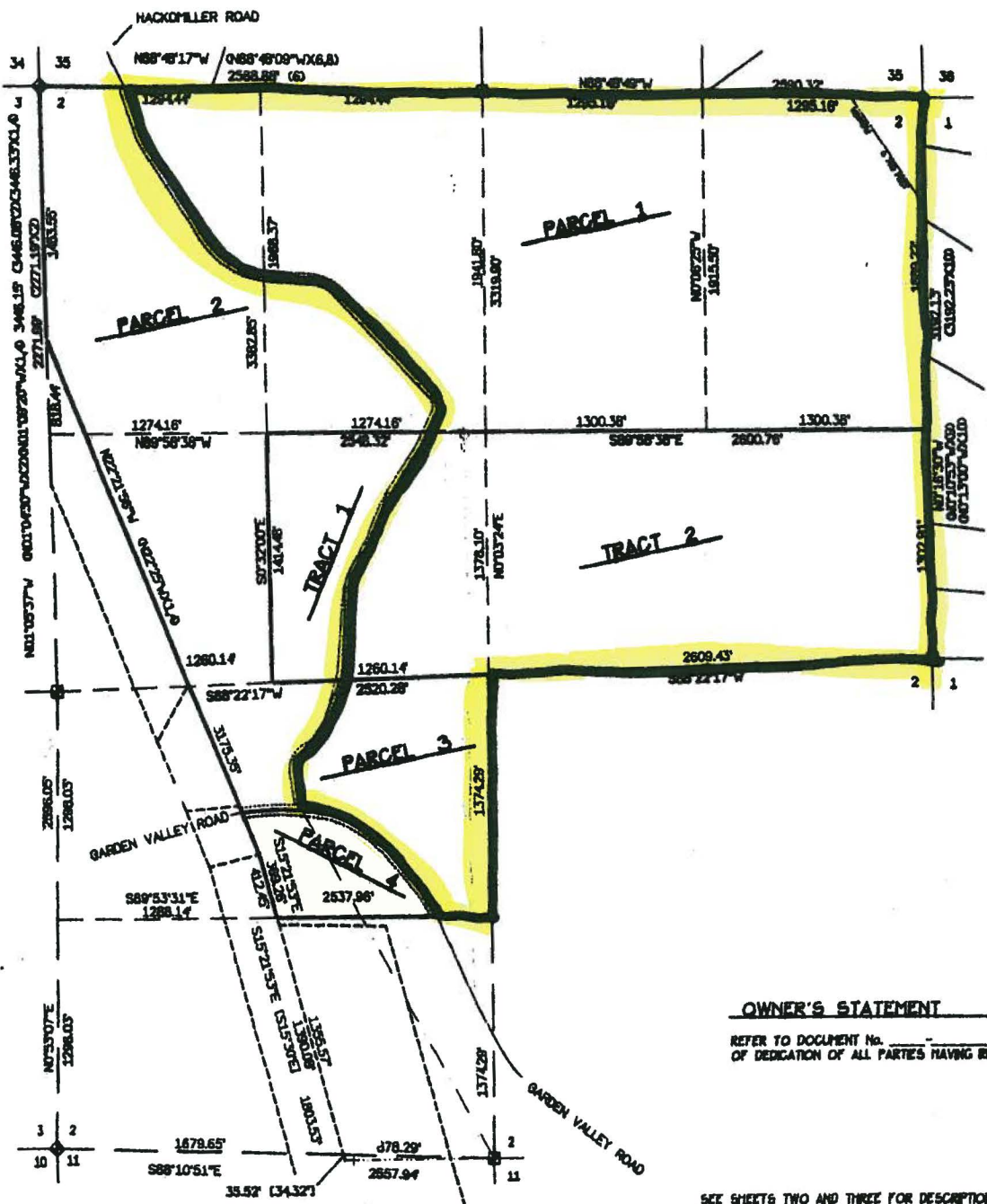
**EXHIBIT B
 PARCEL MAP**

A PORTION OF SECTION 2
 TOWNSHIP 11 NORTH, RANGE 10 EAST, M.D.M.
 COUNTY OF EL DORADO STATE OF CALIFORNIA
 FEBRUARY 2006

SEE SHEETS TWO AND THREE FOR DESCRIPTIONS OF SECTION AND QUARTER CORNERS, OTHER FOUND MONUMENTS, LEGEND, REFERENCES AND SURVEYOR'S NOTES.

SCALE 1" = 500'

SHEET 1 OF 3



WAC 09-0001