



PLANNING AND BUILDING DEPARTMENT

<https://www.edcgov.us/Government/Planning>

PLACERVILLE OFFICE:

2850 Fairlane Court, Placerville, CA 95667

BUILDING

(530) 621-5315 / (530) 622-1708 Fax

bldgdept@edcgov.us

PLANNING

(530) 621-5355 / (530) 642-0508 Fax

planning@edcgov.us

LAKE TAHOE OFFICE:

924 B Emerald Bay Rd

South Lake Tahoe, CA 96150

(530) 573-3330

(530) 542-9082 Fax

TO: County of El Dorado Agricultural Commissioner/Commission

FROM: Evan Mattes, Senior Planner

DATE: September 2, 2025

RE: **WAC25-0001/ Coyle WAC Contract**
Williamson Act Contract
Assessor's Parcel Numbers (APNs): 089-010-032, 089-010-033 & 089-010-034

Planning Request and Project Description:

Planning Services is processing the attached application for a Williamson Act Contract and requests the project be placed on the Agricultural Commission's Agenda.

The applicants are requesting the following:

Request to separate APN 089-010-032 (130.21 acres) from Agricultural Preserve Number 72, into a new agricultural preserve. APNs 089-010-033 (65.82 acres) and 089-010-034 (40 acres) is under separate ownership and would remain with Agricultural Preserve Number 72.

Attachment A: Application Packet



EL DORADO COUNTY PLANNING SERVICES
2850 Fairlane Court, Placerville CA 95667

FILE # _____

WAC25-0001

(530) 621-5355 / fax: (530) 642-0508 / <http://www.co.el-dorado.ca.us/planning>

RECEIVED

**WILLIAMSON ACT / FARMLAND SECURITY ZONE
CONTRACT APPLICATION**

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

ASSESSOR'S PARCEL NUMBER(S) 089-010-034-000 089-010-033-000

APPLICANT/AGENT Mervin de Haas, Trustee

Mailing Address 1073 Gold Hill Court Placerville California 95667
(P.O. Box or street) (city) (state) (zip code)

Phone () 530-957-2195 FAX () _____

PROPERTY OWNER The de Haas Family Trust

Mailing Address 1073 Gold Hill Court Placerville California 95667
(P.O. Box or street) (city) (state) (zip code)

Phone () 530-957-2195 FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

LIST ADDITIONAL PROPERTY OWNERS ON SECOND SHEET

LOCATION: The property is located on the North side of Gold Hill Court street or road
_____ feet or 0.75 miles North of the intersection with Gold Hill Road major street or road
N / E / W / S
in the Gold Hill <or pick from list > area. PROPERTY SIZE 105 Acres acreage / square footage

X Mervin de Haas, Trustee Date July 30, 2025
signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 7/30/25 Fee \$ 1,827.05 Receipt # R 62023 Rec'd by DW Census _____
Zoning PA-20 GPD AL Supervisor District 4 Sec/Twn/Rng _____

ACTION BY: ☐ PLANNING COMMISSION
☐ ZONING ADMINISTRATOR
☐ PLANNING DIRECTOR

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

Hearing Date _____

☐ Approved ☐ Denied (findings and/or conditions attached)

☐ Approved ☐ Denied (findings and/or conditions attached)

APPEAL: ☐ Approved ☐ Denied

Executive Secretary _____

Executive Secretary _____

(Revised 10-06)

WAC25-0001 25 of 78



EL DORADO COUNTY PLANNING SERVICES
2850 Fairlane Court, Placerville CA 95667

AGRICULTURAL PRESERVES
WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE
(Revised 05/06)

REQUIRED INFORMATION - AGRICULTURAL PRESERVES

Complete the required information indicated on the Land Conservation or Farmland Security Zone application form. The following information must be provided with all applications. **If all the information is not provided, the application will be deemed incomplete and will not be accepted.** For your convenience, please use the check (X) column on the left to be sure you have all the required submittal information. **All plans and maps MUST be folded to 8 1/2" x 11".**

RECEIVED

FORMS AND MAPS REQUIRED

MARK (X)

Applicant County

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

- | | | | |
|-------|-------------------------------------|----|--|
| _____ | <input checked="" type="checkbox"/> | 1) | Application Form and Agreement for payment of Processing fees - completed and signed. |
| _____ | <input checked="" type="checkbox"/> | 2) | Letter of request for "Establishing an Agricultural Preserve," signed by all property owners before a Notary Public; |
| _____ | <input checked="" type="checkbox"/> | 3) | Land Conservation contract Application (Part I to be completed by applicant, Parts II, III, IV and V to be completed by County agencies); |
| _____ | <input checked="" type="checkbox"/> | 4) | Three (3) copies of contract form, signed and notarized, including the following: |
| _____ | <input checked="" type="checkbox"/> | a) | Legal Description (Exhibit A) |
| _____ | <input checked="" type="checkbox"/> | b) | Map showing property boundaries (Exhibit B) |
| _____ | NA | 5) | Letter of authorization from property owner authorizing agent to act as applicant, where applicable. |
| _____ | <input checked="" type="checkbox"/> | 6) | Proof of ownership (Grant Deed) if the property has changed title since the last tax roll. |
| _____ | <input checked="" type="checkbox"/> | 7) | Copy of official Assessors Map(s), showing property outlined in red. |
| _____ | _____ | 8) | Current application fee (may be obtained by contacting Planning Services at (530) 621-5355 or by accessing Planning Services online fee schedule at http://www.co.el-dorado.ca.us/planning .) |

NOTES:

- 1) If this agricultural preserve application is submitted in conjunction with a zone change application to AE (Exclusive Agriculture), a separate application form for the zone change must be submitted, although the fee for such application is waived.
- 2) Application will be accepted BY APPOINTMENT ONLY. Make your appointment in advance by calling (530) 621-5355. **NO FEES ARE REFUNDABLE**

WAC25-0001

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

July 30, 2025

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

Subject: Establishment of an Agricultural Preserve

Gentlemen:

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

In summary of the attached application:

Property offered consists of 105 acres;

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

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

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

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

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

Sincerely yours,

Mervin de Haas, trustee

July 30, 2025

WAC25-0001

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

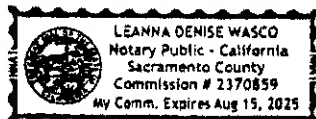
County of El Dorado

On July 30, 2025
Date

before me, Leanna Denise Wasco
Here Insert Name and Title of the Officer

personally appeared Mervin de Haas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Leanna Denise Wasco

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

_____, 20____

PART I

(To be completed by applicant)

LAND CONSERVATION CONTRACT APPLICATION

NAME MERVIN de Haas, Jr. PHONE (530) 957-2195

PHONE (_____) _____

PHONE (_____) _____

MAILING ADDRESS _____

ASSESSOR'S PARCEL NUMBER(S): (Attach legal description if portion of parcel)

089-010-034-000 089-010-033-000

TYPE OF AGRICULTURAL PRESERVE (Check one):

Williamson Act Contract (10-year roll-out)

Farmland Security Zone (20-year roll-out)

Continue in Contract 12

NUMBER OF ACRES TO BE CONSIDERED UNDER THIS CONTRACT 105

WATER SOURCE EID 3" Ag meter PRESENT ZONING AE

YEAR PROPERTY PURCHASED 1986 & 1989

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

List specific items or improvements with value for each.

Improvement	Value
<u>8' deer fence around 25 acres</u>	<u>\$20,000</u>
<u>50 X 50 equipment shed</u>	<u>\$10,000</u>
<u>Ag labor housing</u>	<u>47,000</u>

WAC25-0001

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.

WHAT IS YOUR CURRENT GROSS INCOME FOR AGRICULTURAL PRODUCTS?

<u>Product</u>	<u>Income</u>
<i>Row Crops for farmer's Market</i>	<i>\$ 40,000</i>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
Total \$ <i>40,000</i>	

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?

There are 40 goats grazing on uncultivated land.

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

CURRENT LAND UTILIZATION

Pear trees _____	acres	Date planted _____
Apple trees ⁰ _____	acres	Date planted _____
Walnut trees ⁰ _____	acres	Date planted _____
_____ trees _____	acres	Date planted _____
Irrigated pasture _____	acres	Date planted _____
Crop land ⁶ _____	acres	Comments _____
Dry grazing ⁶⁵ _____	acres	Comments _____
Brush ³⁴ _____	acres	Comments _____
Timber ⁰ _____	acres	Comments _____
Christmas trees ⁰ _____	acres	Comments _____
Grapes ⁰ _____	acres	Comments _____
_____	acres	Comments _____

TOTAL ACRES ¹⁰⁵ _____ (This figure should equal acreage under Contract)

PLANNED FUTURE DEVELOPMENTS

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

We plan to continue the current utilization

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

July 30, 2025
Date

Mervin de Haas, Trustee
Signature of Applicant

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of El Dorado

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

personally appeared Mervin de Haas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Leanna Denise Wasco
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

PART II
(To be completed by Assessor)

Comments: _____

Assessor's recommendation(s): _____

Date

El Dorado County Assessor

WAC25-0001

PART III

(To be completed by Agricultural Commission)

Comments: _____

Commission's recommendation(s): _____

Date

Chairman, Agricultural Commission

PART IV

(To be completed by Planning Commission)

Date of public hearing: _____

Action: _____

Comments: _____

Executive Secretary, Planning Commission

PART V

(To be completed by Board of Supervisors)

Date of public hearing: _____

Action: _____

Comments: _____

James S. Mitrisin, Clerk to the Board

By: _____
Deputy Clerk to the Board

INSTRUCTIONS

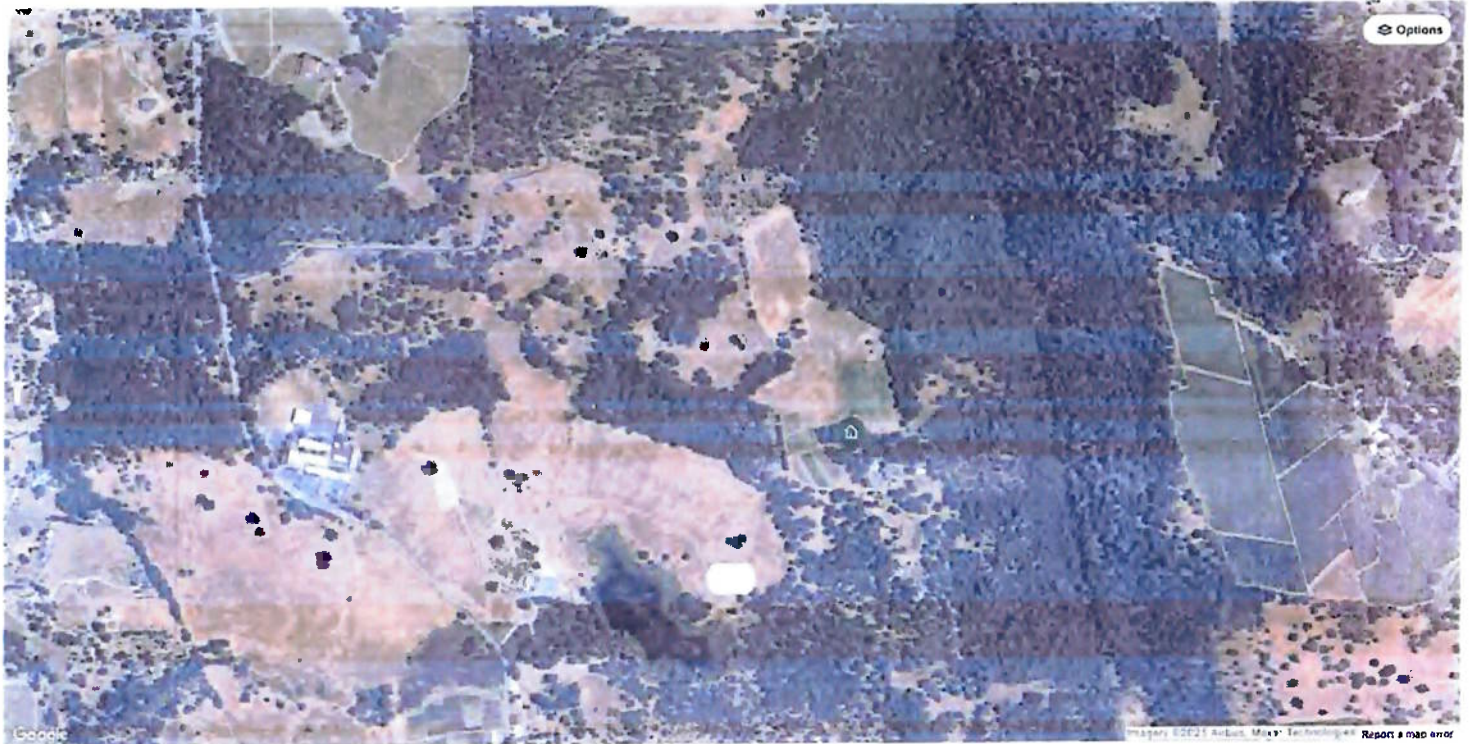
**WILLIAMSON ACT CONTRACT
FARMLAND SECURITY ZONE CONTRACT**

Owner(s) are responsible for signing the last page only of either contract. DO NOT fill in any other portion of the contract including the first page (date/name). The County is responsible for completing the remainder of the contract.

7/14/25, 4:29 PM

1073 Gold Hill Ct, Placerville, CA 95667 - Movoto

[Directions](#) [Edit](#) [Share](#) [Save](#)



Message Agent

https://www.movoto.com/placerville-ca/1073-gold-hill-ct-placerville-ca-95667/pid_exg8gnm38g/#propertyPop

1/12



El Dorado County

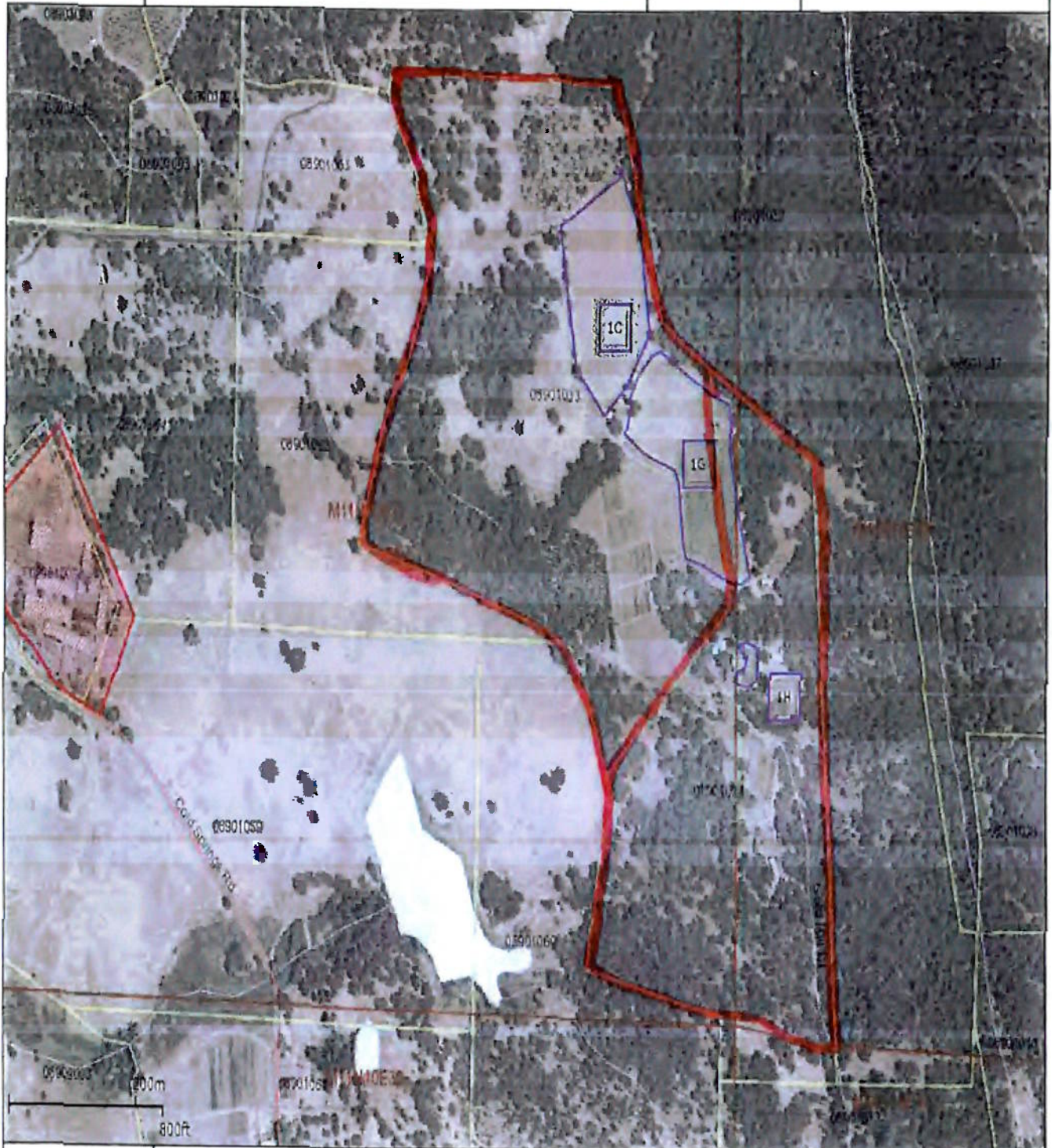
Permit Number: 0900101

Merv de Haas, 1073 Gold Hill Ct, Placerville APN-08901033.34

Created On: 12/15/2017

Sensitive sites-Prescribe Bulletin area, creeks, ponds, commercial grapes within 2 miles, school

Operator: de Haas, Merv



Included Sites: 1B, 1C, 1D, 1G, 1H



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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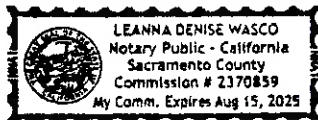
State of California

County of El Dorado

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

personally appeared Mervin de Haas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Leanna Denise Wasco

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RECORDING REQUESTED BY



Inter-County Title Co.
of El Dorado County

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No. PV-228145-CH

GRANT DEED

A.P.N. 089-010-34-106

The undersigned grantor(s) declare(s):

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

() computed on full value of property conveyed, or

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

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

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

hereby GRANT(S) to

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

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

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

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

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

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

Dated: 9/15/2017

The de Haas Family Trust dated February 24, 2003

Mervin de Haas Trustee
Mervin de Haas, Trustee

Martha de Haas Trustee
Martha de Haas, Trustee

Kimberlee Ann Whitcombe
Kimberlee Ann Whitcombe

Kirk James Whitcombe
Kirk James Whitcombe

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF EL DORADO

}s.s.

On September 19, 2017, before me, Amy McGillivray, Notary Public personally appeared Mervin de Haas, Martha de Haas, Kimberlee Ann Whitcombe, Kirk James Whitcombe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Amy McGillivray (Seal)



EXHIBIT A

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

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

Exhibit "B"

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

The centerline of said easement is described as follows:

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

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



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

Check Number 5430
 Friday, MAR 21, 2003 08:06:09
 Ttl Pd \$13.00 Nbr-0000397877
 CLC/C2/1-3

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

MAIL TAX STATEMENTS TO:

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

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

PCOS
 FILED

APN: 089-010-33-100

Signature of Declarant or Agent

GRANT DEED

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

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

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

See Exhibit "A" attached hereto and incorporated herein.

Dated 2/24/03

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

Mervin de Haas
 MERVIN de HAAS

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

Marttha de Haas
 MARTHA de HAAS

MERVIN de HAAS and MARTHA de HAAS

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



WITNESS my hand and official seal.

Signature Cheryl A. Tubb

(This area for official notarial seal)

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

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

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

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

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

(continued)

027591

EXHIBIT "A"

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

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

03/21/2003, 20030027591

WILLIAMSON ACT CONTRACT

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

1. DEFINITIONS

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

2. FACTS

This Contract is made with reference to the following facts:

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

3. LAND USE

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

4. TERM

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

5. NON-RENEWAL

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

6. TRANSFER OF PROPERTY

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

7. CANCELLATION

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

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

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

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

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

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

8. EMINENT DOMAIN

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

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

9. AMENDMENT

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

10. SEVERABILITY

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

EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrison
Clerk to the Board of Supervisors

By: _____
Deputy

Owners

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

FARMLAND SECURITY ZONE 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 purposes 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;
- h. "Farmland Security Zone" means land within an agricultural preserve as defined by Government Code Section 51296 as amended from time to time;
- i. "Renewal date" means the applicable tax lien date upon which the contract automatically adds another year to the contract term of twenty (20) years absent a timely filed notice of non-renewal.

2. 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, a Farmland Security Zone, 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 as set forth in Title 17 of the El Dorado County Ordinance Code. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted use.

4. TERM

The initial term of this Contract is twenty (20) years. Unless notice of non-renewal is given as provided in Section 5, on each renewal date (the applicable tax lien 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. The immediate cancellation provisions of the Williamson Act (Government Code 51280 to 51287) shall not apply to Farmland Security Zone contract property.

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 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. EMINENT DOMAIN

- a. In this section:
 - (i) "public agency" means any public entity included within the definition of "public agency" in the 1965 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 the 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.

8. AMENDMENT

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

9. EFFECT

This contract shall take effect upon approval by the County Board of Supervisors and automatically supersede any prior existing Williamson Act Contract.

10. SEVERABILITY

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

EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrison
Clerk to the Board of Supervisors

By: _____
Deputy

Owners

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

THE PROCEDURE FOR EVALUATING THE SUITABILITY OF LAND FOR AGRICULTURAL USE

The following methodology has been developed as a rational procedure to evaluate lands for agricultural potential and to offer protective policies that will act to preserve these lands for agricultural use. This system is the result of extensive meetings between the El Dorado County Agricultural Commission, the Soil Conservation Service and the County Planning Department staff. This system may be used to analyze any parcel of land in El Dorado County for its potential for agricultural use.

The agricultural potential of parcels will be rated on a scale of 0 to 100 points upon an evaluation of each of these five categories:

1. Soils
2. Climate
3. Water
4. Land Use
5. Parcel Size

Contiguous parcels under a common ownership shall be considered as a single unit. When the parcel or unit is variable in characteristics such as soil type or depth, slopes, climate, etc., it may be evaluated in segments, provided that each segment is 20 acres or larger.

The following criteria may exclude any parcel or land segment from being considered as potential agricultural land:

1. Soil depth less than 18 inches;
2. Elevation greater than 4,000 feet (except for timberlands);
3. Slopes in excess of 30 percent (except timber lands).

In arriving at the points to be awarded for each category, analyze each parcel or segment according to the array of information which is most applicable in the category. The cumulative total of points in all categories will determine the agricultural potential of a parcel or segment based upon major factors considered in this methodology.

Categories I, II, and III are the core of the most important prerequisite for agricultural lands, while Categories IV and V are modifiers based upon parcel size and surrounding land use.

The cumulative total of points in all categories determines the overall suitability of a parcel for agricultural use. By examining each category, then a cumulative point total of 60 points or greater will signify that a parcel has good agricultural capability, and is to be protected as potential agricultural land suitable for agricultural use.

CATEGORY I
SOIL CAPABILITY AND CHARACTERISTICS
(40 points possible)

Points	Criteria
40	Assigned to all Class II and III soils located in a site.
30	Assigned to those Class IV, V and VI soils with a minimum depth of 40 inches.
20	Assigned to those Class IV, V and VI soils below 40 inches in depth, but with a minimum depth of 30 inches.
10	Assigned to those Class IV, V and VI soils below 30 inches in depth, but with a minimum depth of 24 inches.
0	Assigned to those Class IV, V and VI soils below 24 inches in depth, but with a minimum depth of 18 inches.
0	Assigned to those Class VII and VIII soils.

NOTES:

- ① There are no Class I soils located in El Dorado County.
- ① Parcels with mixed soil classifications or types shall be evaluated on the "Choice Soils" present, provided that "Choice Soils" constitutes 30% or more of the parcel. For those parcels that contain less than 30% "Choice Soils," the parcel shall be evaluated on the dominate soil class or type.
- ① Soils "Capability Classes" are defined on page 38 of the *Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974*.
- ① The "Guide to Mapping Units," found in the back of *Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974*, shows capability class each soil is in.

**CATEGORY II
CLIMATE
(25 points possible)**

Elevation. Assign 25 points if elevation at parcel or segment is between 1,500 and 3,000 feet; otherwise, assign points as listed on the following table.

NOTE: For timber, assign the total of 25 points for this category.

Points	Elevation	Points	Elevation
10	4,000'	24	3,100'
11	3,900'	25	1,500' - 3,000'
12	3,800'	24	1,400'
13	3,700'	21	1,300'
14	3,600'	17	1,200'
16	3,500'	14	1,100'
18	3,400'	12	1,000'
20	3,300'	10	900' or less

**CATEGORY III
AGRICULTURAL WATER
(15 points possible)**

Adequate agricultural water is necessary for the majority of crops in El Dorado County with most of the existing agricultural areas in the County being served by the EID or GDPUD systems. Some crops in the County can be dry-farmed successfully; established walnut orchards and vineyards are notable examples.

The intent of this category is to assign points to a parcel or segment based upon the criteria of water availability. Lands with agricultural potential and having piped water available allow for a greater range of choices for the type of crop to grow. These same lands having agricultural potential are also suitable for residential use. Due to the very limited extent of agriculturally-suited lands in El Dorado County, it is in the best interest of the residents in this County to utilize existing services where possible to serve these lands, but also to recognize that protection of good agricultural lands not currently served with public water is equally important.

The effect of this category will be to "weight" points to lands currently served by public water, where active protection by the County is most often required to reserve the good agricultural lands from being converted to primarily residential uses.

NOTE: For lands that are to be utilized for timber, assign 15 points for Category III.

Points	Criteria
15	Parcel or segment has existing water supplied by a public entity or existing on-site water systems.
10	(a) Parcel or segment is within the EID or GDPUD District; is not currently supplied by these entities but is adjacent to and has a reasonable and realistic potential to be served; or (b) Parcel or segment has a reasonable and realistic potential to develop an adequate on-site agricultural water system, most commonly in the form of deep wells or reservoirs.
5	Parcel or segment is not within the EID or GDPUD Districts and is not currently served by a public agency, but is within the LAFCO "Sphere of Influence" and has a reasonable potential to annex.
0	Parcel or segment is not within the EID or GDPUD Districts, is not within the LAFCO "Sphere of Influence," does not have a reasonable potential to annex and no reasonable potential to develop well water as determined by surrounding well reports or on-site drilling to at least a 300-foot depth.

**CATEGORY IV
PARCEL SIZE
(10 points possible)**

Points	Parcel Size
10	20 to 100+ acres
7	10 to 19.99 acres
5	5 to 9.99 acres
1	1 to 4.99 acres

**CATEGORY V
SURROUNDING LAND USE
(10 points possible)**

Points	Surrounding Land Use
10	Parcel is located within an established and recognized agricultural area (Agricultural District)
7	Parcel is located in an area having good crop potential but not yet intensively planted. Urbanization on adjacent parcels is slight to moderate.
5	Parcel is located in an area of good crop potential, but about half of the surrounding parcels are urbanized (less than 5 acres in size).
2	Parcel is located within an existing community.

A cumulative score of 60 points or more in all 5 categories signifies that a parcel or segment has a good agricultural capability.

EL DORADO COUNTY CHOICE AGRICULTURAL SOILS*

<u>Prime Farmland</u>	<u>Statewide Important Farmland</u>	<u>Unique & Soils of Local Importance</u>		
AfB	AsC	AfC	CoE	MsC
AfB2	AsC	AfC2	DfC	ReC
ArB	BhC	AfD	DfD	SbD
CmB	DfB	AgD	DmD	SfC2
HgB	HgC	ArC	HgD	SfD2
HhC	HrC	ArD	JrC	SkC
LaB	PgB	BhD	JrD	SkD
ReB	Rk	BpC	JtC	SkE
	SbC	BpD	JtD	SsC
	ScC	CkD	JvD	SsD
	SgC	CmC	MaD	SsE
	WaB	CmD	MrC	SuC
		CoC	MrD	SuD

*El Dorado County Choice Soils are defined as soil types that exhibit "choice" agricultural characteristics as delineated by the USDA-SCS and a local adhoc committee.



EL DORADO COUNTY PLANNING SERVICES
2850 Fairlane Court, Placerville CA 95667

FILE # _____

WAC25-0001

(530) 621-5355 / fax: (530) 642-0508 / <http://www.co.el-dorado.ca.us/planning>

RECEIVED

**WILLIAMSON ACT / FARMLAND SECURITY ZONE
CONTRACT APPLICATION**

JUL 30 2025

**EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT**

ASSESSOR'S PARCEL NUMBER(S) 089-010-032-000

APPLICANT/AGENT Jacob Coyle

Mailing Address 142 Gilded Rock Cir Folsom California 95630
(P.O. Box or street) (city) (state) (zip code)
Phone (916) 759-8937 FAX () _____

PROPERTY OWNER Jacob Coyle

Mailing Address 142 Gilded Rock Cir Folsom California 95630
(P.O. Box or street) (city) (state) (zip code)
Phone (916) 759-8937 FAX () _____

PROPERTY OWNER Stefani Coyle

Mailing Address 142 Gilded Rock Cir Folsom California 95630
(P.O. Box or street) (city) (state) (zip code)
Phone (916) 214-0364 FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)
Phone () _____ FAX () _____

LIST ADDITIONAL PROPERTY OWNERS ON SECOND SHEET

LOCATION: The property is located on the North side of Gold Hill Rd street or road
1722 feet or 1/3 miles East of the intersection with Cold Springs Rd
N / E / W / S major street or road
in the Placerville area. **PROPERTY SIZE** 130 Acres
acreage / square footage

X [Signature] Date _____
signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date 7/30/25 Fee \$ 1827.05 Receipt # R62023 Rec'd by DW Census _____
Zoning PA-20 GPD AL Supervisor District 4 Sec/Twn/Rng _____

ACTION BY: ☐ PLANNING COMMISSION
☐ ZONING ADMINISTRATOR
☐ PLANNING DIRECTOR

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

☐ Approved ☐ Denied (findings and/or conditions attached)

Hearing Date _____

☐ Approved ☐ Denied (findings and/or conditions attached)

APPEAL: ☐ Approved ☐ Denied

Executive Secretary _____

Executive Secretary _____

(Revised 10-06)

WAC25-0001



EL DORADO COUNTY PLANNING SERVICES
2850 Fairlane Court, Placerville CA 95667

RECEIVED
JUL 30 2025
EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

AGRICULTURAL PRESERVES
WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE
(Revised 05/06)

REQUIRED INFORMATION - AGRICULTURAL PRESERVES

Complete the required information indicated on the Land Conservation or Farmland Security Zone application form. The following information must be provided with all applications. **If all the information is not provided, the application will be deemed incomplete and will not be accepted.** For your convenience, please use the check (X) column on the left to be sure you have all the required submittal information. **All plans and maps MUST be folded to 8½" x 11".**

FORMS AND MAPS REQUIRED

MARK (X)

Applicant County

- | | | | |
|-------------|---------------|----|--|
| <u> </u> | <u> X </u> | 1) | Application Form and Agreement for payment of Processing fees - completed and signed. |
| <u> </u> | <u> X </u> | 2) | Letter of request for "Establishing an Agricultural Preserve," signed by all property owners before a Notary Public; |
| <u> </u> | <u> X </u> | 3) | Land Conservation contract Application (Part I to be completed by applicant, Parts II, III, IV and V to be completed by County agencies); |
| <u> </u> | <u> X </u> | 4) | Three (3) copies of contract form, signed and notarized, including the following: |
| <u> </u> | <u> X </u> | a) | Legal Description (Exhibit A) |
| <u> </u> | <u> X </u> | b) | Map showing property boundaries (Exhibit B) |
| <u> </u> | <u> NA </u> | 5) | Letter of authorization from property owner authorizing agent to act as applicant, where applicable. |
| <u> </u> | <u> X </u> | 6) | Proof of ownership (Grant Deed) if the property has changed title since the last tax roll. |
| <u> </u> | <u> X </u> | 7) | Copy of official Assessors Map(s), showing property outlined in red. |
| <u> </u> | <u> </u> | 8) | Current application fee (may be obtained by contacting Planning Services at (530) 621-5355 or by accessing Planning Services online fee schedule at http://www.co.el-dorado.ca.us/planning .) |

NOTES:

- 1) If this agricultural preserve application is submitted in conjunction with a zone change application to AE (Exclusive Agriculture), a separate application form for the zone change must be submitted, although the fee for such application is waived.
- 2) Application will be accepted BY APPOINTMENT ONLY. Make your appointment in advance by calling (530) 621-5355. **NO FEES ARE REFUNDABLE**

WAC25-0001
25-1716 B 43 of 78

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

_____, 20____
RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

Subject: Establishment of an Agricultural Preserve

Gentlemen:

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

In summary of the attached application:

Property offered consists of 130 acres;

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

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

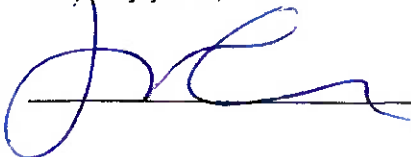
Located generally in the vicinity of Gold Hill Rd @ Cold Springs Rd

_____, as shown on the attached map.

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

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

Sincerely yours,



25-1718-2
WAC25-0001

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of El Dorado

On May 20, 2025
Date

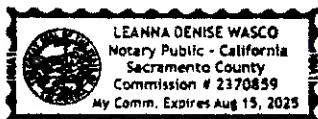
before me, Leanna Denise Wasco
Here Insert Name and Title of the Officer

personally appeared Jacob Coyle & Stefani Coyle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Leanna Denise Wasco

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

_____, 20____

PART I

(To be completed by applicant)

LAND CONSERVATION CONTRACT APPLICATION

NAME Jacob Coyle PHONE (916) 759-8937

PHONE (_____) _____

PHONE (_____) _____

MAILING ADDRESS 142 Gilded Rock Cir Folsom Ca 95630

ASSESSOR'S PARCEL NUMBER(S): (Attach legal description if portion of parcel)
089-010-032-000

TYPE OF AGRICULTURAL PRESERVE (Check one):

Williamson Act Contract (10-year roll-out) x
Farmland Security Zone (20-year roll-out)

NUMBER OF ACRES TO BE CONSIDERED UNDER THIS CONTRACT 130

WATER SOURCE None PRESENT ZONING AG20

YEAR PROPERTY PURCHASED 2023

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

List specific items or improvements with value for each.

<u>Improvement</u>	<u>Value</u>
Fence Repair	\$ 56080.16
_____	_____
_____	_____
_____	_____
_____	_____

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WAC25-0001

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.

Fence installation and repair

WHAT IS YOUR CURRENT GROSS INCOME FOR AGRICULTURAL PRODUCTS?

<u>Product</u>	<u>Income</u>
Grazing	\$ 1850
Total \$	

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?

Grazing of land will most likely start in the next 12 to 18 months and will be considered

low intensity farming with the plans to grow to the high intensity farming over time.

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 _____	acres	Comments _____
_____	acres	Comments _____

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

PLANNED FUTURE DEVELOPMENTS

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

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

Date

5-20-2025

Signature of Applicant

RECEIVED

JUL 30 2025

EL DORADO COUNTY
PLANNING AND BUILDING DEPARTMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

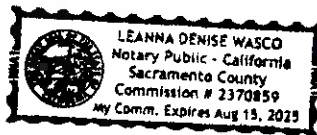
County of El Dorado

On May 20, 2025
Date

before me, Leanna Denise Wasco
Here Insert Name and Title of the Officer

personally appeared Jacob Coyle & Stefani Coyle
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Leanna Denise Wasco

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit "A"

Legal Description

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

Parcel One:

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

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

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

PARCEL TWO:

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

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

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

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

APN: 089-010-032-000



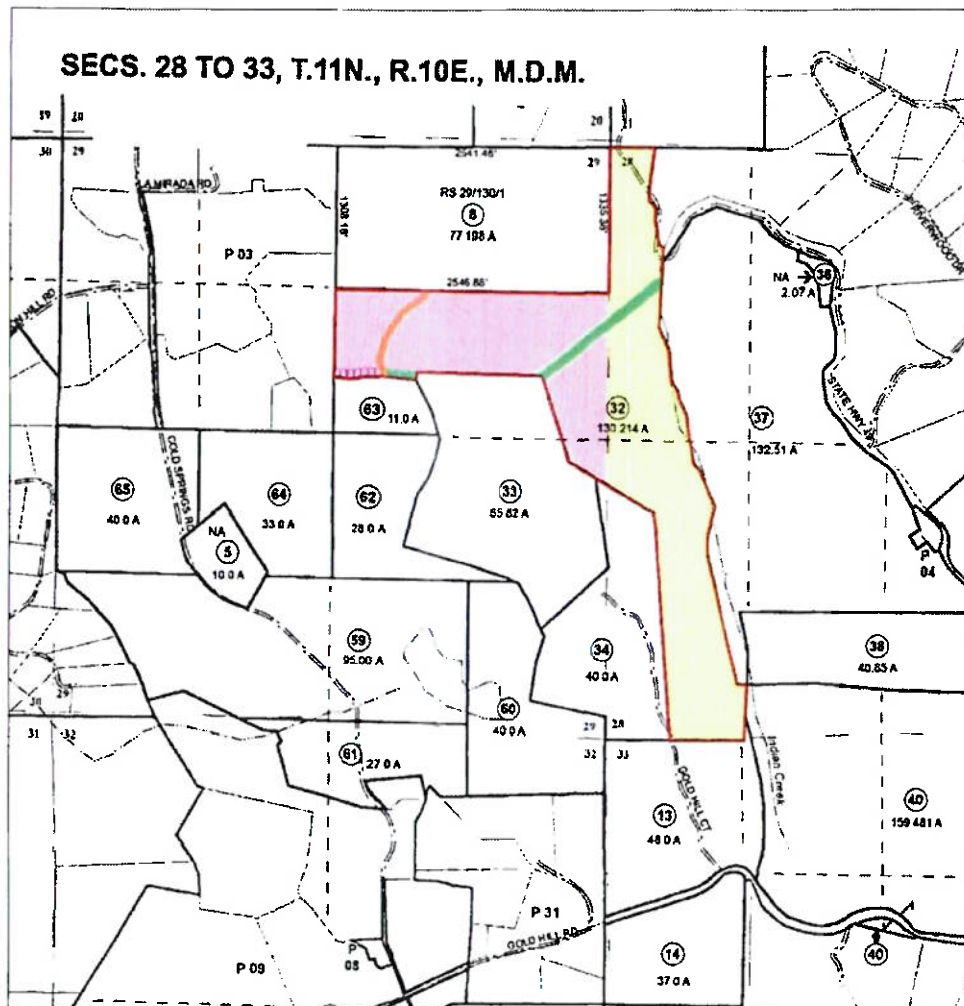
Preliminary title report dated as of February 23, 2023

Order Number: P-585970

Date Prepared: 03/07/2023

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

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



LEGEND



Parcel One (Fee Property in Question)



Parcel Two (Fee Property in Question)



Item No. 13 - Easement for waterline, roads, public utilities and incidental purposes
November 21, 1985 Book 2507 Page 583 of Official Records
Affects as described therein



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



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

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

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

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

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

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



Preliminary title report dated as of February 23, 2023

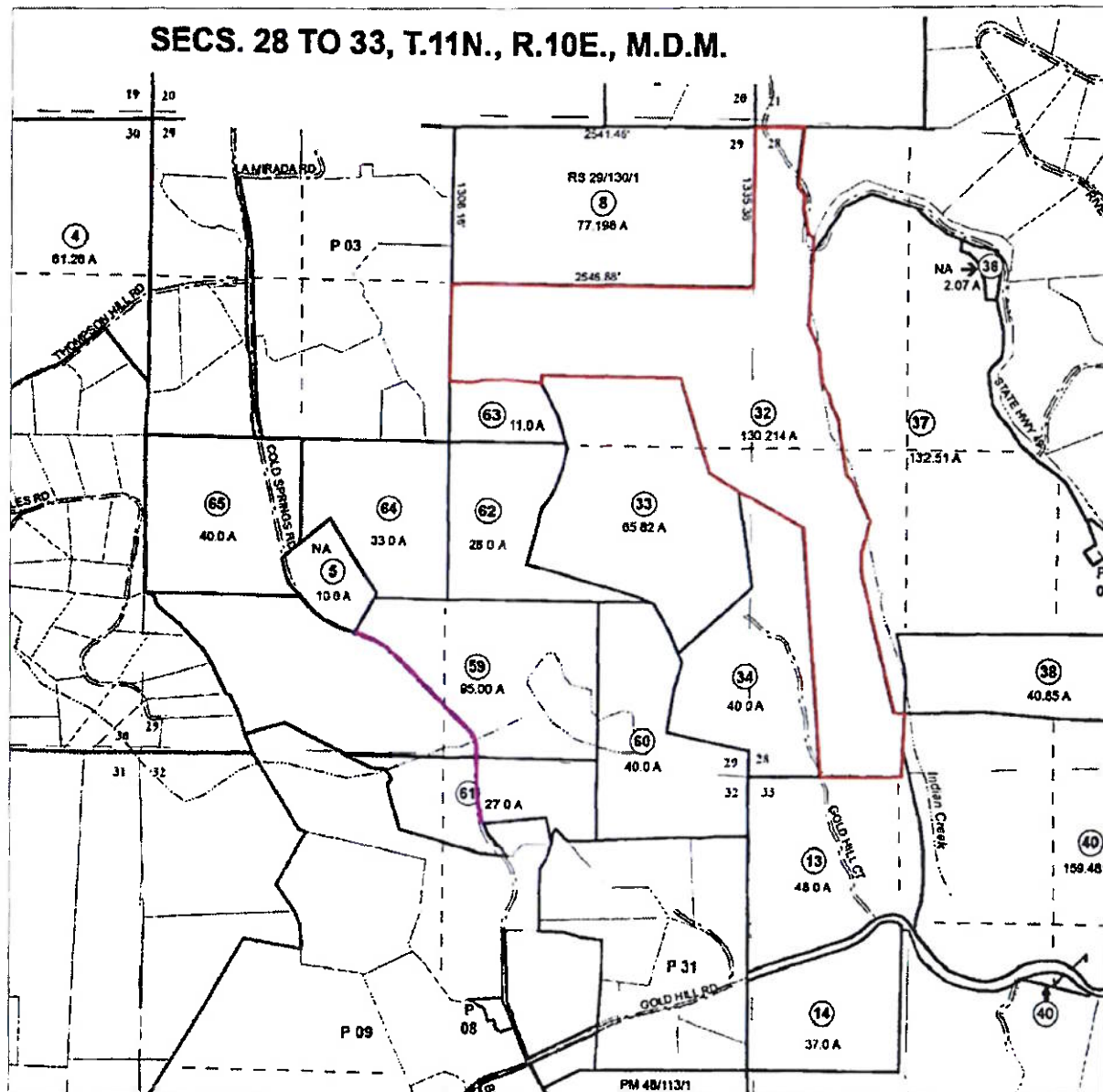
Order Number: P-585970

Date Prepared:

03/07/2023

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

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



LEGEND



Item No. 10 - Easement for installation, operation and maintenance of water pipelines and incidental purposes
March 1, 1962, Book 582, Page 577 of Official Records
Affects as described therein

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

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RECORDING REQUESTED BY

Placer Title Company
Escrow Number: P-585970
Branch: 201

**AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO**

Jacob Coyle and Stefani Coyle
142 Gilded Rock Circle
Folsom, CA 95630

Electronically Recorded in Official Records
County of El Dorado
Janelle K. Horne
Recorder-Clerk

DOC# 2023-0011400

04/26/2023

11:03 AM

Titles: 1 Pages: 5

Fees	\$26.00
Taxes	\$660.00
CA SB2 Fee	\$0.00
Total	\$686.00

GL

A.P.N.: 089-010-032-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$660.00 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of _____

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

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

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

Narcissa Marie Schubin, Trustee of the Narcissa Marie Schubin Trust, as to an undivided 50% interest and James C. Schubin and Andrew P. Schubin, co-trustees of the Daubner Family Trust, as to an undivided 50% interest

Hereby GRANT(S) to

Jacob Coyle and Stefani Coyle, husband and wife, as community property with right of survivorship

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

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

Dated: April 20, 2023

This document has been signed in counterpart

Page 1 of 4 - 4/20/2023

Grant Deed - Sale

This is a true and correct copy of the record if it bears
the Recorder-Clerk's seal.

07/02/2024

Janelle K. Horne, Recorder-Clerk

By: 

Deputy Clerk
El Dorado County, California

25-1718 B 54 of 78

Signature page to Grant Deed

The Narcissa Marie Schubin Trust

Signed in Counterpart

By: Narcissa Marie Schubin, Trustee

The Daubner Family Trust

By: James C. Schubin, Co. Trustee

Signed in Counterpart

By: Andrew P. Schubin, Co., Trustee

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

State of Colorado)
El Paso) ss.
County of El Paso)

On 21 April 2023 before me, Leslie Cohen
Notary Public personally appeared James C. Schubin

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 Colorado that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Leslie Cohen

LESLIE COHEN
Notary Public
State of COLORADO
Notary ID #20194013525
My Commission Expires 04-08-2027

Signature page to Grant Deed

The Narcissa Marie Schubin Trust

By: Narcissa Marie Schubin
Narcissa Marie Schubin, Trustee

The Daubner Family Trust

Signed in Counterpart

By: _____
James C. Schubin, Co., Trustee

By: [Signature]
Andrew P. Schubin, Co., Trustee

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

State of ~~California~~ Virginia ^{Room} }
County of ~~El Dorado~~ Fairfax ^{Room} } ss.

On April 21, 2023 before me, Regis Bernard Myers

Notary Public personally appeared Narcissa Marie Schubin and Andrew P. Schubin

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~~ ^{Virginia} that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Regis Bernard Myers



PART II
(To be completed by Assessor)

Comments: _____

Assessor's recommendation(s): _____

Date

El Dorado County Assessor

PART III

(To be completed by Agricultural Commission)

Comments: _____

Commission's recommendation(s): _____

Date

Chairman, Agricultural Commission

PART IV

(To be completed by Planning Commission)

Date of public hearing: _____

Action: _____

Comments: _____

Executive Secretary, Planning Commission

PART V

(To be completed by Board of Supervisors)

Date of public hearing: _____

Action: _____

Comments: _____

James S. Mitrison, Clerk to the Board

By: _____
Deputy Clerk to the Board

INSTRUCTIONS

**WILLIAMSON ACT CONTRACT
FARMLAND SECURITY ZONE CONTRACT**

Owner(s) are responsible for signing the last page only of either contract. DO NOT fill in any other portion of the contract including the first page (date/name). The County is responsible for completing the remainder of the contract.

WILLIAMSON ACT CONTRACT

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

1. DEFINITIONS

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

2. FACTS

This Contract is made with reference to the following facts:

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

3. LAND USE

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

4. TERM

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

5. NON-RENEWAL

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

6. TRANSFER OF PROPERTY

- a. This Contract, and the covenants herein, shall run with the land and shall be binding upon and inure to the benefit of all successors in interest of Owner.
- b. In the event that Owner conveys a portion of the property under this Contract,

Owner, in addition to the conveyee, shall remain subject to the terms of this Contract as to the conveyed portion unless and until the conveyee enters into a separate contract with the County. Owner understands that County will not enter into a

separate contract with the conveyee unless the conveyed portion of property meets the County's criteria for an agricultural preserve, and that County shall enter into a contract with the conveyee if the conveyed portion meets said criteria and exclude said conveyed portion from Owner's contract.

7. CANCELLATION

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

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

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

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

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

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

8. EMINENT DOMAIN

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

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

9. AMENDMENT

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

10. SEVERABILITY

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

EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrison
Clerk to the Board of Supervisors

By: _____
Deputy

Owners

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

FARMLAND SECURITY ZONE 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 purposes 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;
- h. "Farmland Security Zone" means land within an agricultural preserve as defined by Government Code Section 51296 as amended from time to time;
- i. "Renewal date" means the applicable tax lien date upon which the contract automatically adds another year to the contract term of twenty (20) years absent a timely filed notice of non-renewal.

2. 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, a Farmland Security Zone, 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 as set forth in Title 17 of the El Dorado County Ordinance Code. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted use.

4. TERM

The initial term of this Contract is twenty (20) years. Unless notice of non-renewal is given as provided in Section 5, on each renewal date (the applicable tax lien 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. The immediate cancellation provisions of the Williamson Act (Government Code 51280 to 51287) shall not apply to Farmland Security Zone contract property.

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 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. EMINENT DOMAIN

- a. In this section:
 - (i) "public agency" means any public entity included within the definition of "public agency" in the 1965 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 the 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.

8. AMENDMENT

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

9. EFFECT

This contract shall take effect upon approval by the County Board of Supervisors and automatically supersede any prior existing Williamson Act Contract.

10. SEVERABILITY

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

EL DORADO COUNTY

By: _____
Chairman, Board of Supervisors

ATTEST:

James S. Mitrishin
Clerk to the Board of Supervisors

By: _____
Deputy

Owners

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

THE PROCEDURE FOR EVALUATING THE SUITABILITY OF LAND FOR AGRICULTURAL USE

The following methodology has been developed as a rational procedure to evaluate lands for agricultural potential and to offer protective policies that will act to preserve these lands for agricultural use. This system is the result of extensive meetings between the El Dorado County Agricultural Commission, the Soil Conservation Service and the County Planning Department staff. This system may be used to analyze any parcel of land in El Dorado County for its potential for agricultural use.

The agricultural potential of parcels will be rated on a scale of 0 to 100 points upon an evaluation of each of these five categories:

1. Soils
2. Climate
3. Water
4. Land Use
5. Parcel Size

Contiguous parcels under a common ownership shall be considered as a single unit. When the parcel or unit is variable in characteristics such as soil type or depth, slopes, climate, etc., it may be evaluated in segments, provided that each segment is 20 acres or larger.

The following criteria may exclude any parcel or land segment from being considered as potential agricultural land:

1. Soil depth less than 18 inches;
2. Elevation greater than 4,000 feet (except for timberlands);
3. Slopes in excess of 30 percent (except timber lands).

In arriving at the points to be awarded for each category, analyze each parcel or segment according to the array of information which is most applicable in the category. The cumulative total of points in all categories will determine the agricultural potential of a parcel or segment based upon major factors considered in this methodology.

Categories I, II, and III are the core of the most important prerequisite for agricultural lands, while Categories IV and V are modifiers based upon parcel size and surrounding land use.

The cumulative total of points in all categories determines the overall suitability of a parcel for agricultural use. By examining each category, then a cumulative point total of 60 points or greater will signify that a parcel has good agricultural capability, and is to be protected as potential agricultural land suitable for agricultural use.

CATEGORY I
SOIL CAPABILITY AND CHARACTERISTICS
 (40 points possible)

Points	Criteria
40	Assigned to all Class II and III soils located in a site.
30	Assigned to those Class IV, V and VI soils with a minimum depth of 40 inches.
20	Assigned to those Class IV, V and VI soils below 40 inches in depth, but with a minimum depth of 30 inches.
10	Assigned to those Class IV, V and VI soils below 30 inches in depth, but with a minimum depth of 24 inches.
0	Assigned to those Class IV, V and VI soils below 24 inches in depth, but with a minimum depth of 18 inches.
0	Assigned to those Class VII and VIII soils.
NOTES: <ul style="list-style-type: none"> ① There are no Class I soils located in El Dorado County. ② Parcels with mixed soil classifications or types shall be evaluated on the "Choice Soils" present, provided that "Choice Soils" constitutes 30% or more of the parcel. For those parcels that contain less than 30% "Choice Soils," the parcel shall be evaluated on the dominate soil class or type. ③ Soils "Capability Classes" are defined on page 38 of the <i>Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974</i>. ④ The "Guide to Mapping Units," found in the back of <i>Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974</i>, shows capability class each soil is in. 	

**CATEGORY II
CLIMATE
(25 points possible)**

Elevation. Assign 25 points if elevation at parcel or segment is between 1,500 and 3,000 feet; otherwise, assign points as listed on the following table.

NOTE: For timber, assign the total of 25 points for this category.

Points	Elevation	Points	Elevation
10	4,000'	24	3,100'
11	3,900'	25	1,500' - 3,000'
12	3,800'	24	1,400'
13	3,700'	21	1,300'
14	3,600'	17	1,200'
16	3,500'	14	1,100'
18	3,400'	12	1,000'
20	3,300'	10	900' or less

**CATEGORY III
AGRICULTURAL WATER
(15 points possible)**

Adequate agricultural water is necessary for the majority of crops in El Dorado County with most of the existing agricultural areas in the County being served by the EID or GDPUD systems. Some crops in the County can be dry-farmed successfully; established walnut orchards and vineyards are notable examples.

The intent of this category is to assign points to a parcel or segment based upon the criteria of water availability. Lands with agricultural potential and having piped water available allow for a greater range of choices for the type of crop to grow. These same lands having agricultural potential are also suitable for residential use. Due to the very limited extent of agriculturally-suited lands in El Dorado County, it is in the best interest of the residents in this County to utilize existing services where possible to serve these lands, but also to recognize that protection of good agricultural lands not currently served with public water is equally important.

The effect of this category will be to "weight" points to lands currently served by public water, where active protection by the County is most often required to reserve the good agricultural lands from being converted to primarily residential uses.

NOTE: For lands that are to be utilized for timber, assign 15 points for Category III.

Points	Criteria
15	Parcel or segment has existing water supplied by a public entity or existing on-site water systems.
10	(a) Parcel or segment is within the EID or GDPUD District; is not currently supplied by these entities but is adjacent to and has a reasonable and realistic potential to be served; or (b) Parcel or segment has a reasonable and realistic potential to develop an adequate on-site agricultural water system, most commonly in the form of deep wells or reservoirs.
5	Parcel or segment is not within the EID or GDPUD Districts and is not currently served by a public agency, but is within the LAFCO "Sphere of Influence" and has a reasonable potential to annex.
0	Parcel or segment is not within the EID or GDPUD Districts, is not within the LAFCO "Sphere of Influence," does not have a reasonable potential to annex and no reasonable potential to develop well water as determined by surrounding well reports or on-site drilling to at least a 300-foot depth.

**CATEGORY IV
PARCEL SIZE
(10 points possible)**

Points	Parcel Size
10	20 to 100+ acres
7	10 to 19.99 acres
5	5 to 9.99 acres
1	1 to 4.99 acres

**CATEGORY V
SURROUNDING LAND USE**
(10 points possible)

Points	Surrounding Land Use
10	Parcel is located within an established and recognized agricultural area (Agricultural District)
7	Parcel is located in an area having good crop potential but not yet intensively planted. Urbanization on adjacent parcels is slight to moderate.
5	Parcel is located in an area of good crop potential, but about half of the surrounding parcels are urbanized (less than 5 acres in size).
2	Parcel is located within an existing community.

A cumulative score of 60 points or more in all 5 categories signifies that a parcel or segment has a good agricultural capability.

EL DORADO COUNTY CHOICE AGRICULTURAL SOILS*

<u>Prime Farmland</u>	<u>Statewide Important Farmland</u>	<u>Unique & Soils of Local Importance</u>		
AfB	AsC	AfC	CoE	MsC
AfB2	AsC	AfC2	DfC	ReC
ArB	BhC	AfD	DfD	SbD
CmB	DfB	AgD	DmD	SfC2
HgB	HgC	ArC	HgD	SfD2
HhC	HrC	ArD	JrC	SkC
LaB	PgB	BhD	JrD	SkD
ReB	Rk	BpC	JtC	SkE
	SbC	BpD	JtD	SsC
	ScC	CkD	JvD	SsD
	SgC	CmC	MaD	SsE
	WaB	CmD	MrC	SuC
		CoC	MrD	SuD

*El Dorado County Choice Soils are defined as soil types that exhibit "choice" agricultural characteristics as delineated by the USDA-SCS and a local adhoc committee.

