

RECORDING REQUESTED BY:

Board of Supervisors

EL DORADO CO. RECORDER-CLERK

WHEN RECORDED MAIL TO:

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

08/28/2014, 20140034499

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

**Williamson Act Contract –Establishing Agricultural Preserve No. 325
Carolee C. Brownstein,
C. Richard Clarke, Gary R. Clarke, and Deborah C. McGrath
APN 087-021-37**



RESOLUTION NO. 158-2013

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, on October 22, 2013, this Board held a public hearing after notice thereof, as provided by law, on the request for the establishment of an agricultural preserve as set forth herein.

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

<u>Preserve No.</u>	<u>Owners</u>	<u>Parcel No.</u>	<u>Acres</u>	<u>Area</u>
325	Carolee C. Brownstein, C. Richard Clarke, Gary R. Clarke, and Deborah C. McGrath	087-021-37	98	Latrobe

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 22 day of October, 2013, by the following vote of said Board:

Ayes: Briggs, Mikulaco, Veerkamp, Nutting
Noes: none
Absent: Santiago

Attest:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____

James S. Mitrising
Deputy Clerk

Chairman, Board of Supervisors

First Vice Chair Brian K. Veerkamp

RECORD OF SURVEY

A PORTION OF THE NORTHWEST 1/4 OF SECTION 11,
TOWNSHIP 8 NORTH, RANGE 9 EAST M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
DATE: MARCH, 2014 SCALE 1" = 200'

SHEET TWO OF TWO SHEETS



BREWSTER & ASSOCIATES

ENGINEERING
LAND SURVEYING
LAND USE PLANNING

2954 ALHAMBRA DRIVE
CAMERON PARK CA 95682
(530) 677-3348 (fax) 676-3373
www.brewsterassociates.com

NOTES:

- THE PURPOSE OF THIS SURVEY IS TO DELINEATE THE PARCELS DESCRIBED IN OFFICIAL RECORD DOCUMENT NUMBERS 2851-273, AND 2012-0038396, AND THE BOUNDARY LINE ADJUSTMENT (BLA 13-0025, AND WILLIAMSON ACT CONTRACT (WAC 13-0002) APPROVED OCTOBER 22, 2013 SHOWN HEREON AS REQUIRED BY SECTION 8762 (b) (5) OF THE LAND SURVEYORS ACT.
- THIS SURVEYOR OBSERVED A SIGN POSTED ON THE EASTERLY SIDE OF THE GATED ENTRANCE OF CHAIX RANCH ROAD FROM MEMORY LANE READING "RIGHT TO PASS BY PERMISSION & SUBJECT TO CONTROL OF OWNER SEC 100B, CIVIL CODE"
- THIS SURVEYOR ACCEPTS THE INTERIOR MONUMENTS OF THIS QUARTER SECTION AS THE BEST AVAILABLE EVIDENCE FOR THE PROPERTIES DELINEATED HEREON.

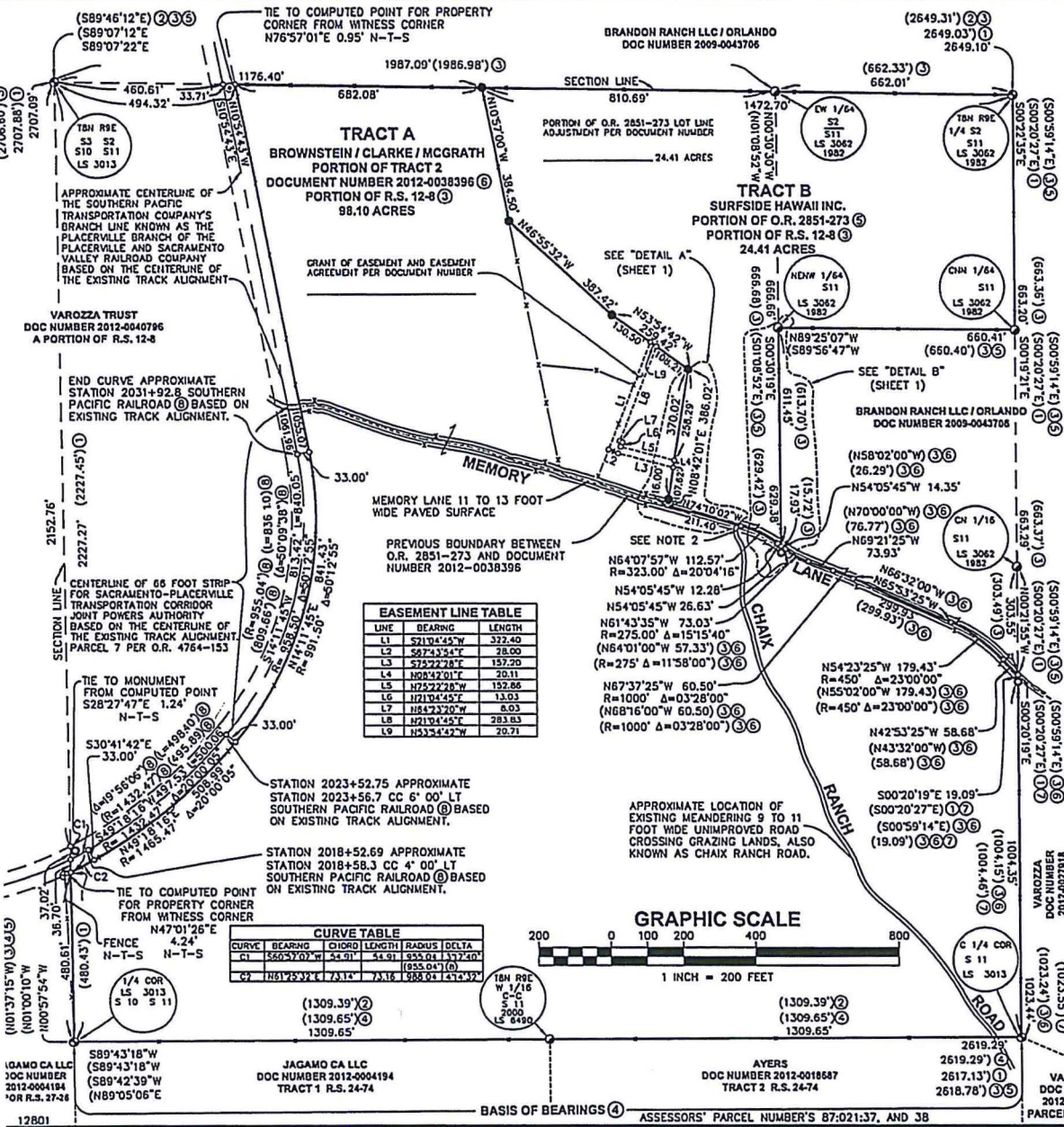
BASIS OF BEARINGS:

THE MERIDIAN OF THIS SURVEY IS BASED ON RECORD DATA AND FOUND MONUMENTS PER RECORD OF SURVEY MAP 24-74, AND IS TRUE NORTH. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

LEGEND:

- SET 3/4" CAPPED IRON PIPE STAMPED L.S. 6490, 2013
 - FOUND 1 1/2" CAPPED IRON PIPE AS SHOWN ③④
 - FOUND 3/4" IRON ROD WITH COPPER SLEEVE TAGGED LS 3062 PER RS 12-8 ⑤
 - ⊕ FOUND 2 1/2" GALVANIZED FENCE CORNER WITH 3/4" CAPPED IRON PIPE STAMPED LS 3013 LEANING BESIDE. 1 ATTACHED BRASS TAG TO FENCE CORNER STAMPED LS 6490 FOR WITNESS CORNER TO COMPUTED PROPERTY CORNER, AND LIMITS OF ⑥.
 - ⊙ FOUND 2 1/2" GALVANIZED FENCE CORNER AND ATTACHED BRASS TAG STAMPED LS 6490 TO SAME FOR WITNESS CORNER TO COMPUTED PROPERTY CORNER, AND LIMITS OF ⑥.
 - FOUND 2" CAPPED IRON PIPE AS SHOWN ③
 - COMPUTED POINT, NOTHING FOUND OR SET
- N-T-S NOT TO SCALE
-X- EXISTING FENCE
- () ① INDICATES RECORD BEARING & DISTANCE PER RS 4-75
 - () ② INDICATES RECORD BEARING & DISTANCE PER RS 9-136
 - () ③ INDICATES RECORD BEARING & DISTANCE PER RS 12-8
 - () ④ INDICATES RECORD BEARING & DISTANCE PER RS 24-74
 - () ⑤ INDICATES RECORD BEARING & DISTANCE PER O.R. 2851-273
 - () ⑥ INDICATES RECORD BEARING & DISTANCE PER DOC 2012-0038396
 - () ⑦ INDICATES RECORD BEARING & DISTANCE PER PM 51-22
 - () ⑧ INDICATES RECORD BEARING, DISTANCE AND RADIUS CALCULATED USING FORMULAS AND TABLES PER "THE RAILROAD TAPER" BY LEE PERKINS 1915 FIRST EDITION BASED ON THE SOUTHERN PACIFIC COMPANY RIGHT-OF-WAY AND TRACK MAP V-78 SHEET 11, AND M.W.D. DRAWING NUMBER 536 SHEET 3. THE EXISTING TRACK CENTERLINE LOCATION WAS USED TO DETERMINE THE LOCATION OF THE CENTERLINE OF THE 66 FOOT SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY.

EXHIBIT A



12801

VAROZZA TRUST
DOC NUMBER 2012-0040796
A PORTION OF R.S. 12-8

JAGAMO CA LLC
DOC NUMBER 2012-0064194
TRACT 1 R.S. 24-74

AYERS
DOC NUMBER 2012-0018547
TRACT 2 R.S. 24-74

VAROZZA
DOC NUMBER 2012-0027818
PARCEL 4 PM 51-22

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this 22nd day of October, 2013, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and Carolee C. Brownstein, referred to herein as "Owner".

C. Richard Clarke, Gary R. Clarke, and Deborah C. McGrath

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.

13 JUN 26 AM 10:44
RECEIVED
PLANNING DEPARTMENT

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: B.K. Veerkamp
First Vice Chair *8/27/14*
Brian K. Veerkamp
Board date 10-22-13

ATTEST:

~~James S. Mitrisin~~
~~Suzanne Allen de Sanchez~~
Clerk to the Board of Supervisors

By: *Stephen S. Tylor*
Deputy

EL DORADO COUNTY

By: *Ron Briggs*
Chairman, Board of Supervisors
Ron Briggs

Deborah C McGrath
Deborah C McGrath
Attorney-in-Fact for:

Carolee C Brownstein

C Richard Clarke

Owners

Gary R Clarke

Deborah C McGrath
Deborah C McGrath

C Robert Clarke
C Robert Clarke
President
Surfside Hawaii, Inc.

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

Notary
Seal
Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento }

On 6/18/13 before me, Barbara Saks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Deborah Clarke McGrath
Name(s) of Signer(s)
C. Robert Clarke

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 Barbara Saks
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Williamson Act Contract
 Document Date: 6/18/13 Number of Pages: 7
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

GOVERNMENT CODE 27361.7

ILLEGIBLE NOTARY DECLARATION

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

Name of Notary Barbara Saks

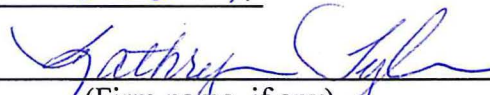
Date commission expires 8-17-2016

Notary identification number 1945059
(For Notaries commissioned after 1-1-1992)

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

Place of execution of this declaration Placerville, CA

Dated 8-28-14

Signed 
(Firm name, if any)

**EXHIBIT A
LEGAL DESCRIPTION
TRACT A**

All that portion of the Northwest quarter of Section 11, Township 8 North, Range 9 East, M.D.M., County of El Dorado, State of California, described as follows:

Being a portion of that certain parcel shown on that certain map entitled "RECORD OF SURVEY NW 1/4 SEC.11, & PTN. OF NE 1/4 SEC.10 OF T.8N., R.9E., M.D.M. COUNTY OF EL DORADO, CALIF." recorded on July 25, 1983 in Book 12 of Record of Surveys at Page 8 (RS 12-8) in the Office of the El Dorado County Recorder, more particularly described as follows:

Beginning at the Northwest corner of the herein described parcel of land, a point on the section line common to Section 2 and the above referenced Section 11 and the Easterly line of the lands owned by the Sacramento Placer County Transportation Corridor Joint Powers Authority, from whence the Northwest corner of Section 11, Township 8 North, Range 9 East, M. D. M. marked by a 2 inch capped iron pipe stamped "T8N R9E S3 S2 S10 S11 LS 3013" bears North 89°07'22" West 494.32 feet; thence from said **POINT OF BEGINNING**, along the aforementioned section line common to Sections 2 and 11, South 89°07'22" East 682.08 feet to a 3/4 inch capped iron pipe stamped LS 6490 2013; thence South 10°57'00" East 384.50 feet to a similar pipe; thence South 46° 55' 32" East 387.42 feet to a similar pipe; thence South 53°54'42" East 259.42 feet to a similar pipe; thence South 08°42'01" West 370.02 feet to a similar pipe; thence continuing South 08°42'01" West 16.00 feet to the centerline of Memory Lane; thence along the centerline of Memory Lane, South 74°10'02" East 211.40 feet to the beginning of a tangent curve having a 323.00 foot radius, concave to the Southwest, through a central angle of 20°04'16", having a chord which bears South 64°07'57" East, a distance of 112.57 feet; thence South 54°05'45" East 12.28 feet; thence continuing South 54°05'45" East 14.35 feet to the beginning of a tangent curve having a 275.00 foot radius, concave to the Northeast through a central angle of 15°15'40", having of chord which bears South 61°43'35" East a distance of 73.03 feet; thence South 69°21'25" East 73.93 feet to the beginning of a tangent curve having a 1000 foot radius, concave to the Southwest through a central angle of 3°28'00", having a chord which bears South 67°37'26" East a distance of 60.50 feet; thence South 65°53'25" East 299.93 feet to the beginning of a tangent curve having a 450.00 foot radius, concave to the Southwest through a central angle of 23°00'00", having a chord which bears South 54° 23' 25" East a distance of 179.43 feet; thence South 42°53'25" East 58.68 feet to the Easterly line of the herein described parcel; thence leaving said centerline of Memory Lane, along the Easterly line of the herein described parcel South 0°20'19" East 19.09 feet to a 3/4 inch iron rod with copper sleeve tagged LS 3062 shown on the above referenced Record of Survey Map (RS 12-8); thence continuing along said Easterly line South 0°20'19" East 1004.35 feet to the Southeast corner of the herein described parcel and the center of the aforementioned Section 11, marked by a 2 inch capped iron pipe stamped "C 1/4 COR S11 LS 3013" shown on the aforementioned Record of Survey Map (RS 12-8); thence leaving said Easterly line along the Southerly line of the herein described parcel South 89°43'18" West 2619.29 feet along the East-West centerline of said Section 11 to the

Southwest corner of the herein described parcel and the West quarter corner of the aforementioned Section 11 marked by a 2 inch capped iron pipe stamped "1/4 COR LS 3013 S10 S11" shown on the aforementioned Record of Survey Map (RS 12-8); thence leaving the aforementioned Southerly line along the section line common to Sections 10 and 11 also being the Westerly line of the herein described parcel, North 00°57'54" West 480.61 feet to a point in the Southeasterly line of the lands owned by the Sacramento Placerville Transportation Corridor Joint Powers Authority, and the Westerlymost corner of the herein described parcel, from whence a 2 1/2 inch galvanized fence corner with brass tag stamped LS 6490 bears South 47° 01' 26" West 4.24 feet; thence along the limits of the aforementioned corridor and along the arc of a tangent curve having a 988.04 foot radius, concave to the Northwest through a central angle of 4°14'32", having of chord which bears North 61°25'32" East a distance of 73.14 feet to the beginning of a tangent curve having a 1465.47 foot radius, concave to the Northwest, through a central angle of 20°00'05", having a chord which bears North 49°18'16" East a distance of 508.99 feet to the beginning of a tangent curve having 991.50 foot radius, concave to the West through a central angle of 50°12'55", having a chord which bears North 14°11'45" East a distance of 841.43 feet; thence North 10°54'43" West 1055.07 feet to the point of beginning, a point on the aforementioned Section Line common to Sections 2 and 11, and the Northwest corner of the herein described parcel from whence a 2 1/2 inch galvanized fence corner with brass tag stamped LS 6490 bears South 76°57'01" West 0.95 feet.

Containing 98.1008 acres or 42733269.1665 square feet

The basis of bearings for this legal description is identical to that of that certain map recorded on August 3, 2000 in Book 24 at Page 74 of Record of Survey Maps (RS 24-74) in the Office of the El Dorado County Recorder. All distances are horizontal ground distances.

END OF DESCRIPTION



May 6, 2014

Peter S. Brewster, PLS 6490

Date



EXHIBIT B

RECORD OF SURVEY

A PORTION OF THE NORTHWEST 1/4 OF SECTION 11,
TOWNSHIP 8 NORTH, RANGE 9 EAST M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
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SHEET TWO OF TWO SHEETS



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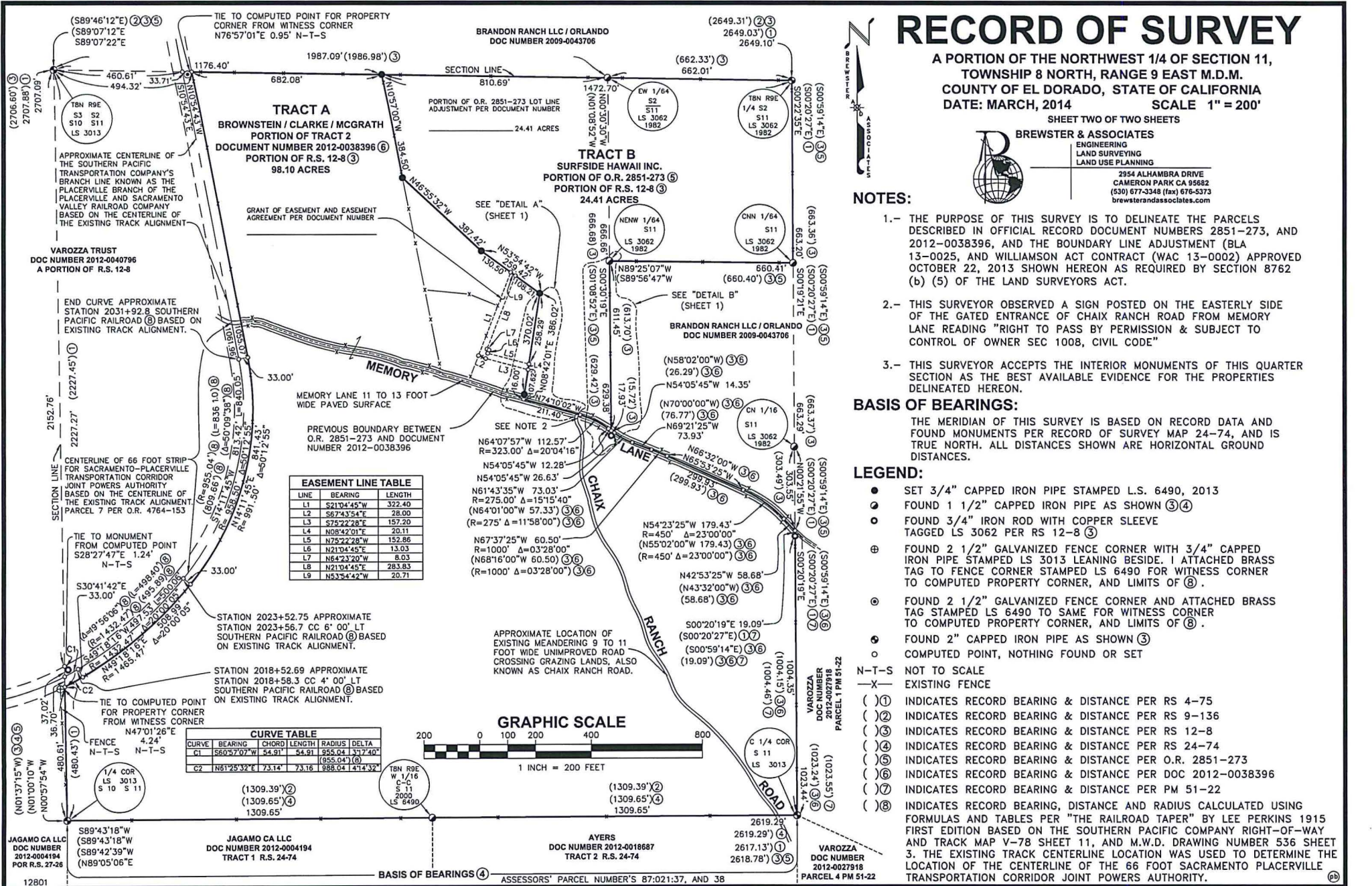
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- FOUND 2" CAPPED IRON PIPE AS SHOWN ③
- COMPUTED POINT, NOTHING FOUND OR SET

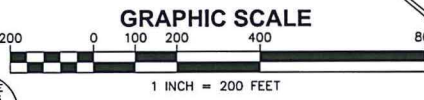
N-T-S NOT TO SCALE
- - - EXISTING FENCE

- () INDICATES RECORD BEARING & DISTANCE PER RS 4-75
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LINE	BEARING	LENGTH
L1	S21°04'45"W	322.40
L2	S87°43'54"E	28.00
L3	S75°22'28"E	157.20
L4	N08°42'01"E	20.11
L5	N75°22'28"W	152.86
L6	N21°04'45"E	13.03
L7	N64°23'20"W	8.03
L8	N21°04'45"E	283.83
L9	N53°54'42"W	20.71

CURVE	BEARING	CHORD	LENGTH	RADIUS	DELTA
C1	S80°57'07"W	54.91'	54.91'	955.04'	317°40'
				(955.04') (0)	
C2	N61°25'32"E	73.14'	73.16'	988.04'	141°32'



ACKNOWLEDGMENT

State of California
County of El Dorado

On 8/27/14 before me, Mitchell Thomas Applegarth, Notary Public

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

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

WITNESS my hand and official seal

Signature Mitchell Thomas Applegarth, NOTARY PUBLIC

*Williamson Act Contract
Agricultural Preserve 325*



(Seal)