

RECORDING REQUESTED BY Board of Supervisors WHEN RECORDED, MAIL TO: Board of Supervisors 330 Fair Lane Placerville, CA 95667	01/08/2014, 20140000761
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TITLE(S)

Corrected Resolution 195-2013

This document is being re-recorded
to reflect the Resolution Number.

RECORDING REQUESTED BY: }

Board of Supervisors }

EL DORADO CO. RECORDER-CLERK

WHEN RECORDED MAIL TO: }

12/20/2013, 20130063583

Board of Supervisors }

330 Fair Lane }

Placerville, CA 95667 }

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

Resolution 195-2013
Williamson Act Contract-George Popescu, Cielo Vineyards and Winery
Agricultural Preserve No. 285
APN's 070-210-55, 070-131-56 and 070-131-59



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530-621-5390
FAX 530-622-3645
www.edcgov.us/bos

Minute Order

Board of Supervisors

Ron Briggs, Chair, District IV
Norma Santiago, First Vice Chair, District V
Ray Nutting, Second Vice Chair, District II
Ron Mikulaco, District I
Brian K. Veerkamp, District III

James S. Mitrison, Clerk of the Board of Supervisors
Terri Daly, Chief Administrative Officer *Edward Knapp, County Counsel*

Tuesday, December 17, 2013

8:00 AM

Board of Supervisors Meeting Room

13-1497

Hearing to consider a request for a partial roll-out of Agricultural Preserve No. 285 (Williamson Act Contract WAC13-0006/Agricultural Preserve No. 285 Partial Roll-out), removing APN 070-210-32 (33.5 acres), and an application to amend existing Williamson Act Contract for the remaining three parcels, APNs 070-131-56, 070-131-59, and 070-210-55 (66 acres) in the Shingle Springs area, submitted by Alesha Neher; and staff recommending the Board take the following actions:

- 1) Certify that the project is Categorically Exempt from CEQA pursuant to Section 15317 of the CEQA Guidelines;
- 2) Approve a partial roll out of Agricultural Preserve No. 285, removing APN 070-210-32;
- 3) Approve Williamson Act Contract WAC 13-0006, amending Agricultural Preserve No. 285, for APNs 070-131-56, 070-131-59, and 070-210-55 (consisting of 66 acres) based on the Findings in Attachment 1 of the Staff Report; and
- 4) Adopt Resolution 195-2013 for said Williamson Act Contract. (Supervisory District 4) (Est. Time: 30 Min.)

A motion was made by Supervisor Veerkamp, seconded by Supervisor Santiago, to Approve this matter and Adopt Resolution 195-2013.

Yes: 3 - Santiago, Veerkamp and Nutting

Noes: 2 - Briggs and Mikulaco

Kathryn Tyler, Deputy Clerk

El Dorado County

Board of Supervisors



RESOLUTION NO. 195-2013
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, on December 17, 2013, this Board held a public hearing after notice thereof, as provided by law, on the request to remove Assessor's Parcel Number 070-210-32 from Agricultural Preserve #285.

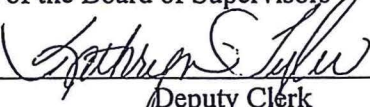
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of El Dorado that this Board does hereby amend the following agricultural preserve comprising the Assessor's Parcel Numbers, as shown in Exhibit A, as set forth herein:

<u>Preserve No.</u>	<u>Owners</u>	<u>Parcel Nos.</u>	<u>Acres</u>	<u>Area</u>
285	George Popescu, Cielo Vineyards and Winery	070-210-55, 070-131-56, 070-131-59	66	Shingle Springs

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17 day of December, 2013, by the following vote of said Board:

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

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

By: 
Deputy Clerk


Chairman, Board of Supervisors
Ron Briggs

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this 17th day of December 2013, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and George Popescu and Cielo Vineyards and Winery, LLC, A California Limited Liability Company, 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

Ron Briggs
12-17-13

ATTEST:

James S. Mitrisin

~~Suzanne Allen de Sanchez~~

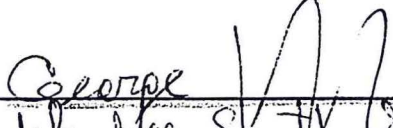
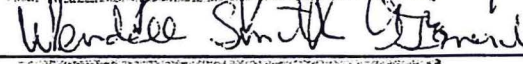
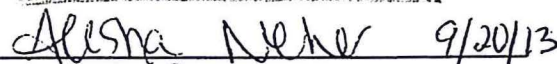
Clerk to the Board of Supervisors

By: 
Deputy

12-17-13

George Popescu -

Cielo Vineyards and Winery, LLC -
A California Limited Liability Company

 10/23/2012
 Wendee Smith
 Alana Neher 9/20/13
Owners

Cielo
9-20-13

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

ACKNOWLEDGMENT


State of California
County of El Dorado

On 12-17-2013 before me, James S. Mitrisin, Clerk of the
Board of Supervisors

Personally appeared Ron Briggs, Chairman
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 

(Seal)

ACKNOWLEDGMENT

State of California
County of El Dorado

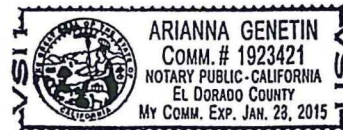
On 10/23/12 before me, Arianna Genetin, Notary Public
(insert name and title of the officer)

personally appeared George Popescu
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 Arianna Genetin (Seal)



ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado } SS.

On 09/20/2013, before me, Melissa Billups, a Notary Public
DATE personally appeared Wendell Smith, 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.

Melissa Billups
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☒ CORPORATE OFFICER General manager
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Williamson Act Contract
TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado } SS.

On 09/20/2013, before me, Melissa Billups, a Notary Public

DATE: personally appeared Alesha Neher, 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.

Melissa Billups
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Williamson Act Contract
TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

Top of thumbprint here

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 402-24155-*KL*

AND WHEN RECORDED MAIL TO

GEORGE POPESCU
4125 LEVENDI LANE
SACRAMENTO, CA 95821



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2007-0033976-00

Acct 6-PLACER TITLE CO

Monday, MAY 21, 2007 14:35:28

Ttl Pd \$1,663.00

Nbr-0000987827

DRW/C1/1-3

A.P.N.: 070-131-55-100 and 070-131-53-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$1,650.00 City Transfer Tax: \$0.00

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

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

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RICHARD E. JR. DAVIS AND JACQUELINE DAVIS ,HUSBAND AND WIFE**

Hereby GRANT(S) to **GEORGE POPESCU, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: May 18, 2007

By: *Richard E. Jr. Davis*
RICHARD E. JR. DAVIS

By: *Jacqueline Davis*
JACQUELINE DAVIS

EXHIBIT A

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

SAME AS ABOVE

Page 1

Name	Street Address	City & State
------	----------------	--------------

slipkg.doc (5/2006)

033976

STATE OF CALIFORNIA
COUNTY OF Sacramento

On 5/18/07 before me, K. Caceres, Notary Public,

personally appeared Richard E. Jr. Davis and Jacqueline Davis —

~~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 an 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: _____
Commission Expiration Date: 7/26/09



ILLEGIBLE NOTARY DECLARATION

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

Name of Notary K. CACERES

Date commission expires July 26, 2009

Notary identification number 1594680

(For notaries commissioned after 1-1-1992)

Manufacturer/Vendor identification number m661

(For notaries commissioned after 1-1-1992)

Place of execution of Declaration El Dorado

Dated 5-21-07

Signed Placer Title Co. By P. Miller

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

SAME AS ABOVE

Name _____ Street Address _____ City & State _____

033976

402-24155-KC

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON APRIL 23, 1997 IN BOOK 46 OF PARCEL MAPS AT PAGE 33, AND AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON OCTOBER 7, 1997 IN BOOK 5010 OF OFFICIAL RECORDS AT PAGE 426.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 4 AS SHOWN ON SAID PARCEL MAP IN BOOK 46 AT PAGE 33, EL DORADO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 4, BEING ALSO THE NORTHWEST CORNER OF PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO IN BOOK 46 OF PARCEL MAPS AT PAGE 89; THENCE ALONG THE LINE COMMON WITH SAID PARCELS 1 AND 4, SOUTH 00 DEG 28' 55' WEST 434.84 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE LEAVING SAID COMMON LINE NORTH 89 DEG 31' 05' WEST 479.65 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 4; THENCE ALONG SAID WEST LINE NORTH 00 DEG 28' 55' EAST 434.84 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 4; THENCE ALONG THE NORTH LINE OF SAID PARCEL 4 SOUTH 89 DEG 31' 05' EAST 479.65 FEET TO THE POINT OF BEGINNING, AS CONVEYED IN THE DEED RECORDED JANUARY 26, 1998 IN BOOK 5082 OF OFFICIAL RECORDS AT PAGE 728.

A.P.N. 070-131-55-100

A.P.N. 070-131-53-100

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 404-8884-JEN

AND WHEN RECORDED MAIL TO

CIELO VINEYARDS & WINERY, LLC
3040 PONDEROSA ROAD
SHINGLE SPRINGS, CA 95682



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2011-0010173-00

Acct. 6-PLACER TITLE CO

Friday, MAR 04, 2011 08:12:28

Ttl Pd \$1,894.00

Nbr-0001329833

JLR/C1/1-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$1,870.00 City Transfer Tax: \$0.00

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

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

PCOS
FILED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **GEORGE POPESCU, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

Hereby GRANT(S) to **CIELO VINEYARDS & WINERY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: March 02, 2011

By:


GEORGE POPESCU

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

SAME AS ABOVE

Name

Street Address

City & State

010173

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On MARCH 2, 2011 before me, Jenny Vega, Notary Public,
personally appeared George Popescu

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

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

WITNESS my hand and official seal.

Signature: [Signature]
Commission Expiration Date: 2/20/14



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

SAME AS ABOVE

Name

Street Address

City & State

010173

Escrow Number: 404-8884-JEN

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON APRIL 23, 1997 IN BOOK 46 OF PARCEL MAPS AT PAGE 33, AND AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON OCTOBER 7, 1997 IN BOOK 5010 OF OFFICIAL RECORDS AT PAGE 426.

A.P.N. 070-131-56-100

PARCEL TWO:

PARCEL 1:
LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.&M.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE 75 FEET, MORE OR LESS, IN A WESTERLY DIRECTION TO A LIVE OAK TREE; THENCE 510 FEET, MORE OR LESS, IN A NORTHERLY DIRECTION, TO A LARGE ROCK, FIRMLY EMBEDDED IN THE GROUND; THENCE DUE EAST 75 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH ON SAID BOUNDARY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130, 1978, SET AT THE SOUTHERLY END OF AN EXISTING FENCE LINE FROM WHICH THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.M. MARKED BY A 1 1/2 INCH CAPPED IRON PIPE STAMPED FOR CORNER AND RCE 20462 BEARS NORTH 89DEGREES 24' 56" WEST 1251.71 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID EXISTING FENCE LINE NORTH 09DEGREES 34' 16" WEST 478.79 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130, 1978; THENCE LEAVING SAID EXISTING FENCE LINE NORTH 82DEGREES 00' 56" EAST 792.83 FEET TO A SIMILAR PIPE; THENCE CONTINUING NORTH 82 00' 56" EAST 13.42 FEET TO THE CENTERLINE OF PONDEROSA ROAD, THE TERMINUS OF SAID LINE.

PARCEL 2:
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 25, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.&M.

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25; THENCE 510 FEET, MORE OR LESS, NORTH ON THE EAST LINE OF PARCEL NO. 1 TO THE NORTHEAST CORNER OF PARCEL NO. 1; THENCE DUE EAST 690 FEET, MORE OR LESS, TO THE WEST LINE OF THE COUNTY ROAD KNOWN AS THE UPPER SHINGLE ROAD; THENCE IN A GENERALLY SOUTHERLY DIRECTION FOLLOWING WEST LINE OF SAID ROAD 337 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTH QUARTER SECTION LINE OF THE NORTHWEST QUARTER OF SECTION 25; THENCE WEST ON SAID QUARTER SECTION LINE 529 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

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BEGINNING AT A POINT MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130, 1978, SET AT THE SOUTHERLY END OF AN EXISTING FENCE LINE FROM WHICH THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.M. MARKED BY A 1 1/2 INCH CAPPED IRON PIPE STAMPED FOR CORNER AND RCE 20462 BEARS NORTH 89DEGREES 24' 56" WEST 1251.71 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID EXISTING FENCE LINE NORTH 09DEGREES 34' 16" WEST 478.79 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130, 1978; THENCE LEAVING SAID EXISTING FENCE LINE NORTH 82DEGREES 00' 56" EAST 792.83 FEET TO A SIMILAR PIPE; THENCE CONTINUING NORTH 82DEGREES 00' 56" EAST 13.42 FEET TO THE CENTERLINE OF PONDEROSA ROAD, THE TERMINUS OF SAID LINE.

PARCEL 3:
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25.

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH ON THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, 180 FEET, MORE OR LESS, TO A POINT INTERSECTING THE NORTH LINE OF ROAD, DESCRIBED IN PARCEL NO. 2; THENCE 529 FEET, MORE OR LESS, IN A NORTHWESTERLY DIRECTION FOLLOWING LINE OF SAID ROAD TO A POINT INTERSECTING THE NORTH QUARTER SECTION LINE OF THE SOUTHWEST QUARTER OF SECTION 25; THENCE WEST ON SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 4:
A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25, LYING WEST OF PONDEROSA ROAD, AND WEST AND NORTH OF PARCELS 1 AND 2, AND SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130, 1978, SET AT THE SOUTHERLY END OF AN EXISTING FENCE LINE FROM WHICH THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.M. MARKED BY A 1 1/2 INCH CAPPED IRON PIPE STAMPED FOR CORNER AND RCE 20462 BEARS NORTH 89DEGREES 24' 56" WEST 1251.71 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID EXISTING FENCE LINE NORTH 09DEGREES 34' 16" WEST 478.79 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130, 1978; THENCE LEAVING SAID EXISTING FENCE LINE NORTH 82DEGREES 00' 56" EAST 792.83 FEET TO A SIMILAR PIPE; THENCE CONTINUING NORTH 8 00' 56" EAST 13.42 FEET TO THE CENTERLINE OF PONDEROSA ROAD, THE TERMINUS OF SAID LINE.

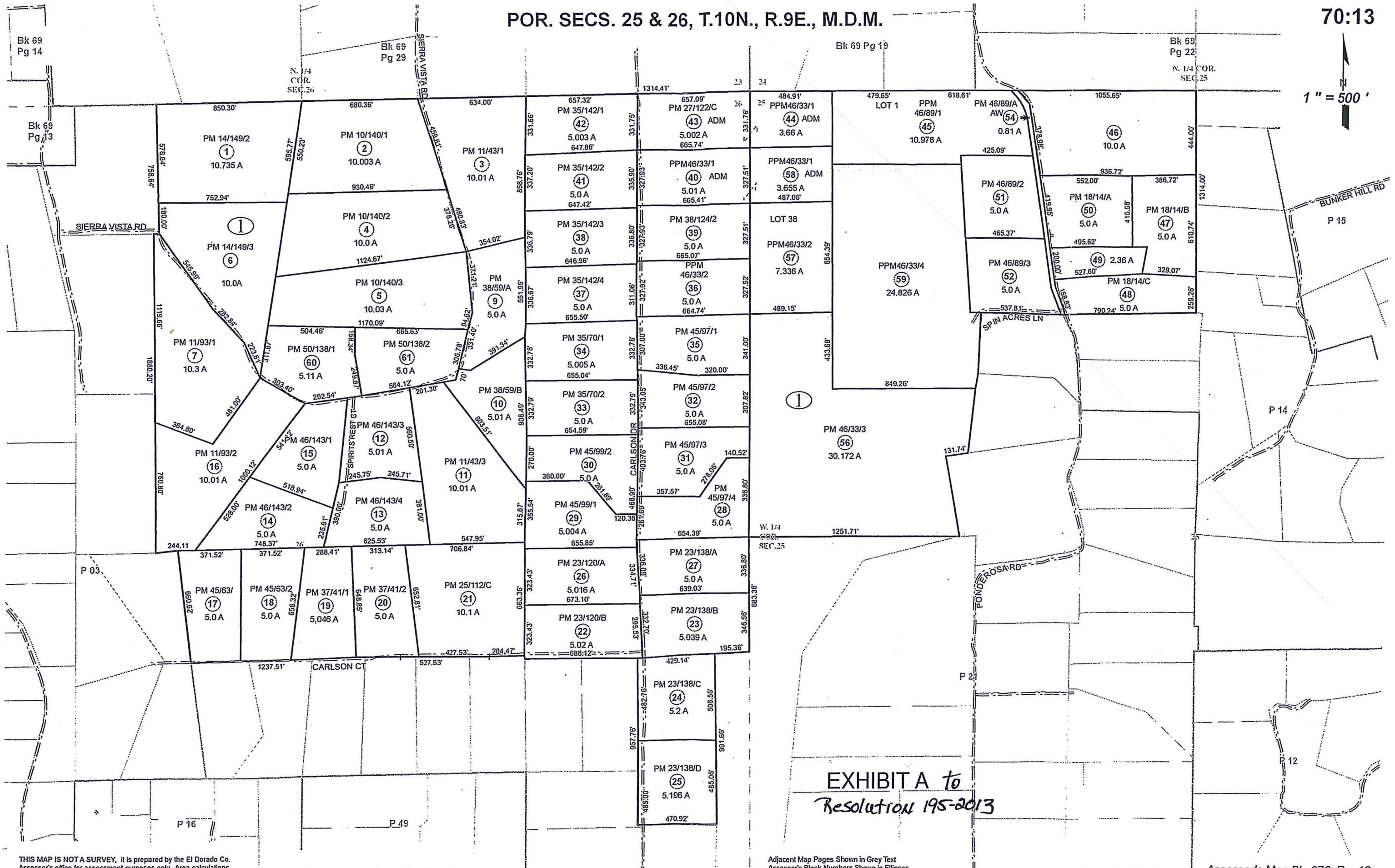
ALSO BEING DESIGNATED AS TRACT 2 OF THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 24, 1979 IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 63.

A.P.N. 070-210-55-100

03/04/2011, 20110010173

POR. SECS. 25 & 26, T.10N., R.9E., M.D.M.

70:13



THIS MAP IS NOT A SURVEY, it is prepared by the El Dorado Co. Assessor's office for assessment purposes only. Area calculations and characteristics are not guaranteed. Users should verify items such as dimensions and acreage.

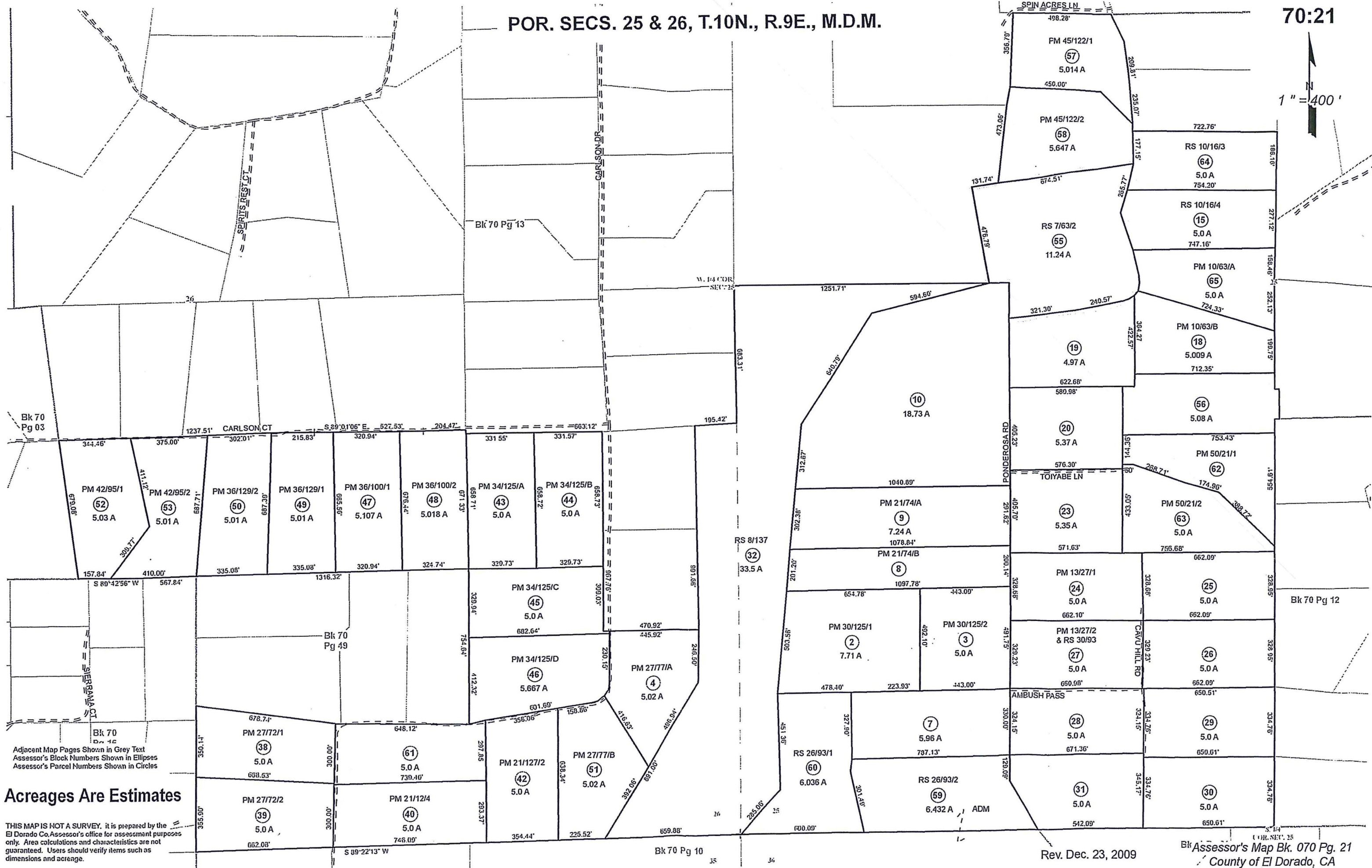
Acreages Are Estimates

Adjacent Map Pages Shown in Grey Text
Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Rev. Feb. 28, 2012

Assessor's Map Bk. 070, Pg. 13
County of El Dorado, CA

70:21

$$r = 400$$


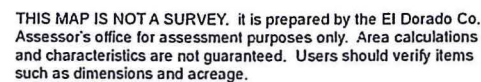
Acreages Are Estimates

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Rev. Dec. 23, 2009

Bk Assessor's Map Bk. 070 Pg. 21
County of El Dorado, CA

70:13

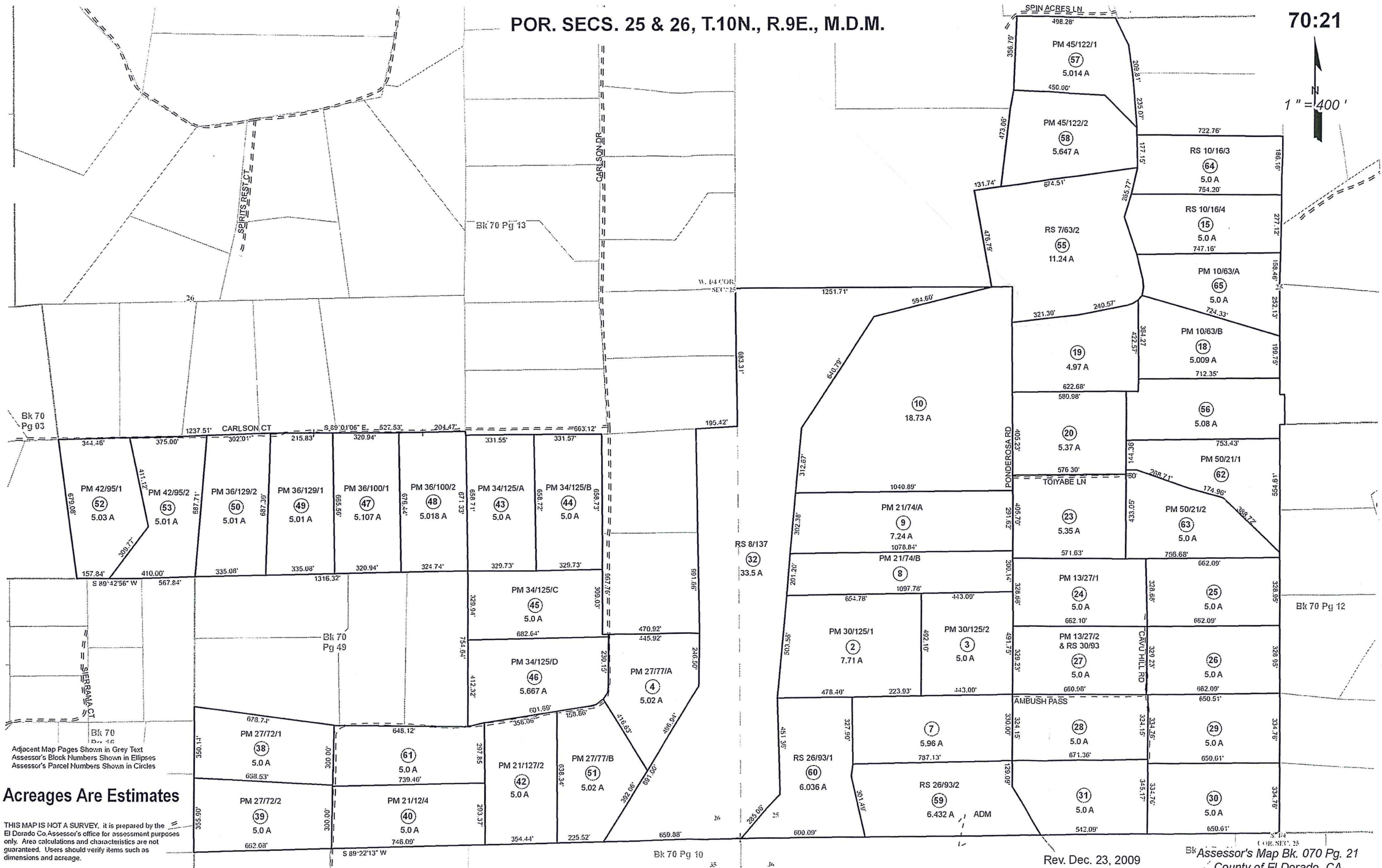
$$1'' = 500'$$


Adjacent Map Pages Shown in Grey Text
Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 070, Pg. 13
County of El Dorado, CA

POR. SECS. 25 & 26, T.10N., R.9E., M.D.M.

70:21

$$'' = 400'$$


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