

**STAFF REPORT TO: AMADOR COUNTY AGRICULTURAL ADVISORY
COMMITTEE**
FOR MEETING OF: June 10, 2020

ITEM #1 Discussion and possible action regarding a request to establish an agricultural preserve in accordance with the California Land Conservation Act for two parcels totaling 80 acres. (APNs: 011-140-035 and 011-140-036)

Applicants: BD Trust, and The Jason R. Cazadd and Breanna Cazadd Revocable Living Trust-2018 (Jason Cazadd and Kristine Cazadd, representatives)

Supervisor District: 2

Location: 9939 & 9940 Highway 88, Jackson, CA 95642

This application is a request to establish an 80-acre agricultural preserve per the requirements of the California Land Conservation Act. The preserve is proposed for use as a vineyard. The subject parcels are zoned "X," Special Use District and have a General Plan designation of AG-Agriculture-General. The application includes a simultaneous rezone of this parcel to "AG," Exclusive Agriculture (ZC-19;12-1). Agricultural income and improvements for the parcel, as provided by the applicant, are included in the attached information.

The Committee must review the application to determine if the parcels meet both the annual agricultural income potential of \$6,443.00, and the agricultural improvement criteria of \$32,216.00, as required by County Code Section 19.24.036(D)(4) for less than one-hundred acres but at least forty acres, and demonstrating unique characteristics of an agricultural industry. The Committee should also review the proposal to determine if they are compatible with the California Land Conservation Act and Government Code 51238.1, attached.

The Committee's recommendations will be forward to the Planning Commission and Board of Supervisors for further consideration.

REQUEST TO FORM AGRICULTURAL PRESERVE

I hereby request the Board of Supervisors of Amador County to establish my property, described below, in an agricultural preserve in accordance with the provisions of the California Land Conservation Act of 1965. In the event that the Board elects to establish such a preserve, I also request that the Board direct the Planning commission to initiate hearings to rezone said land to an "AG," Exclusive Agriculture zone. I also request that the Assessor consolidate the tax parcels on said land wherever possible. I understand the inclusion of said land in an agricultural preserve is conditioned on the execution of a land conservation contract between myself and Amador County.

Item A Signature(s) of all owner(s), owner(s) of interest, and lien holder(s) as shown on the attached title report.

Item B Attach current title report.

Item C Attach legal description of all property included in this request.

Item D Attach Assessor's parcel map(s) of property. Outline exactly that property included in this request. Show on map(s) how property is used and summarize on the table below. List uses and acreages within request only. Attach additional sheets if necessary.

Assessor's Parcel No.	Acres	Agricultural Uses		Compatible Uses	
		Description	Acres	Description	Acres
011-140-035	40	Single Family Residence	3 ac	horse barn, storage	
		Vineyard	2 ac		
		Dry Pasture + Corral	35 ac		
011-140-036	40	Single Family Residence	3 ac	Barn, Corral, Kennel	
		Vineyard	7.8 ac		
		Dry Pasture	29.8 ac		
Total Acres in request.	80 ac				

Are there uses on the property which are not listed on either the agricultural or compatible use lists? No
If so, explain below.

Item E

AGRICULTURAL PRODUCTION FROM THE LAND

Use	Crop	Production	Comments
Dry Pasture		10-20 cows ^{Animal Units}	
Irrigated Pasture		Animal Units	
Field Crops		Tons Per Acre	
		Tons Per Acre	
Row Crops		Tons Per Acre	
		Tons Per Acre	
Orchard Vineyard	Wine grapes	7-110 ^{Tons Per Acre}	
Other			

Item F

OTHER INCOME FROM THE LAND

Hunting	Fishing	Mineral	Other
Per Year	Per Year	Per Year	Per Year
\$	\$	\$	\$

Item G

LEASES

			Acres
1. Portion of subject property which is owner operated.			
2. Portion(s) leased or rented to others. Provide Name & Address of lessee(s).	Use	Cash Rent Per Acre	
Brad Robertson	Grazing	\$10.00	60
3. Portion(s) share cropped to others. Provide Name & Address of lessee(s)	Crop	% to Owner	
If operating expenses are shared by owner, explain:			

Item H

IMPROVEMENT AND INCOME STATEMENT

1.

PERMANENT AGRICULTURAL IMPROVEMENTS

Type of Improvement	Estimated Value
Barn(s) 1 Barn	\$ 10,000
Corral(s)	\$ 1,000
Fences Barbwire, old gates	\$ 5,000
Wells 2 Wells	\$ 10,000
Water Systems Natural spring + waterline meters ^{AQUA}	\$ 18,000
Other (specify) Misc storage	
TOTAL	\$ 44,000

2.

ESTIMATED INCOME

Use	Estimated Annual Income
Vineyard	\$ 44,000
Pasture rental	\$ 600 - 800
TOTAL	\$ 44,600

I certify that the information presented in this application is true and correct to the best of my knowledge

NAME: Jason Cazadd, Kristine Cazadd

ADDRESS: 9939 St. Highway St

CITY: Jackson, CA 95642

PHONE: 209 217-4252 / 209 283-0154

[Signature]
Signature of person who prepared application.

12/26/2019
Date

Additional persons to be notified concerning action on this request:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

CITY: _____

CITY: _____

PHONE: _____

PHONE: _____



PLANNING DEPARTMENT
LAND USE AGENCY
COUNTY ADMINISTRATION CENTER

810 Court Street • Jackson, CA 95642-2132
Telephone: (209) 223-6380

website: www.co.amador.ca.us
e-mail: planning@co.amador.ca.us

APPLICATION FOR ZONE CHANGE

Application for a zoning change shall include the following:

1. A. Name of Property Owner Jason Robert Cazadd/Kristine - Cazadd
Mailing Address 9939 State Highway 88
Jackson, CA 95642
Phone Number 209 217-4252 / 209 283-0154
- B. Name of Applicant Jason Cazadd/Kristine Cazadd
Mailing Address 9939 State Highway 88
Jackson, CA 95642
Phone Number 209 217-4252 / 209 283-0154
- C. Name of Representative KECAZADD@gmail.com
Mailing Address BCAZADD@gmail.com
Phone Number _____
2. Assessor Parcel Number(s) 011-140-035 and 011-140-036
3. Letter of application explaining purpose of request, description of proposed uses, and other pertinent information. **Note: It is to your benefit to be as specific as possible with your application information.**
4. Letter of authorization if landowner is being represented by another party.
5. Submit a plot plan of parcel showing location of project in relation to property lines and any existing structures/improvements (roads, parking areas, etc.) on the property as well as all proposed structures/improvements (may wish to make separate maps). NOTE: An Assessor Plat Map can be obtained from the Surveying and Engineering Department _____ for the purpose of aiding in drawing of the plot plan.
6. Copy of deed(s) to property.
7. Completed Environmental Information Form and Indemnification Agreement.
8. Filing fee of \$ _____ (see attached schedule of fees).
9. Application Form to be signed at the time of project presentation in the Planning Department.

INDEMNIFICATION

Project: Agricultural Preserve Request

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.


2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.


3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

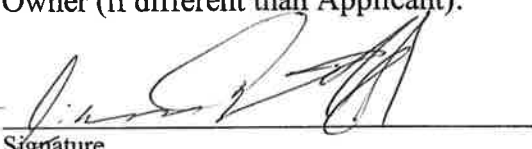
Applicant:


Owner (if different than Applicant):



Signature


Kristine Azadd



Signature


Kristine Azadd

ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant; use additional sheets as necessary.)
Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: Cazadd Agricultural Preserve Request

Date Filed: 12/26/2019 File No. _____

Applicant/ Developer Jason Cazadd, Kristine Cazadd Landowner Jason Cazadd, Kristine Cazadd

Address 9939 St. Highway 88 Address _____
Jackson, CA 95642

Phone No. Jason Cazadd 209 287-4252 Phone No. Kristine Cazadd 209 283-0154

Assessor Parcel Number(s) 011-140-035 and 011-140-036

Existing Zoning District X, Special Use District

Existing General Plan AG, Exclusive Agricultural zone

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies: _____

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

1. Site Size Two 40-acre parcels (80 acres total)
2. Square Footage of Existing/Proposed Structures - a single family home (1 on ea parcel)
3. Number of Floors of Construction NA
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water Wells for drinking water; AWA raw water for irrigation
6. Method of Sewage Disposal Septic tanks
7. Attach Plans NA
8. Proposed Scheduling of Project Construction NA
9. If project to be developed in phases, describe anticipated incremental development. NA
10. Associated Projects Adjacent Matich property was rezoned AG last year.
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details. NA
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected. NA
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities. NA
14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities. NA
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project. NA
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required. Rezoning from X to AG is required in order to qualify for Williamson Act Contract approval.

ADDITIONAL INFORMATION Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

- | YES | NO | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Change in scenic views or vistas from existing residential areas, public lands, or roads. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. Change in pattern, scale, or character of general area of project. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Significant amounts of solid waste or litter. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Change in dust, ash, smoke, fumes, or odors in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. Substantial change in existing noise or vibration levels in the vicinity. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Site on filled land or has slopes of 10 percent or more. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 28. Does this project have a relationship to a larger project or series of projects? |

ENVIRONMENTAL SETTING

29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned). *Property use is agricultural (vineyard & dry pasture) with 2 single family homes.*
30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned). *All surrounding properties are agricultural.*
31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

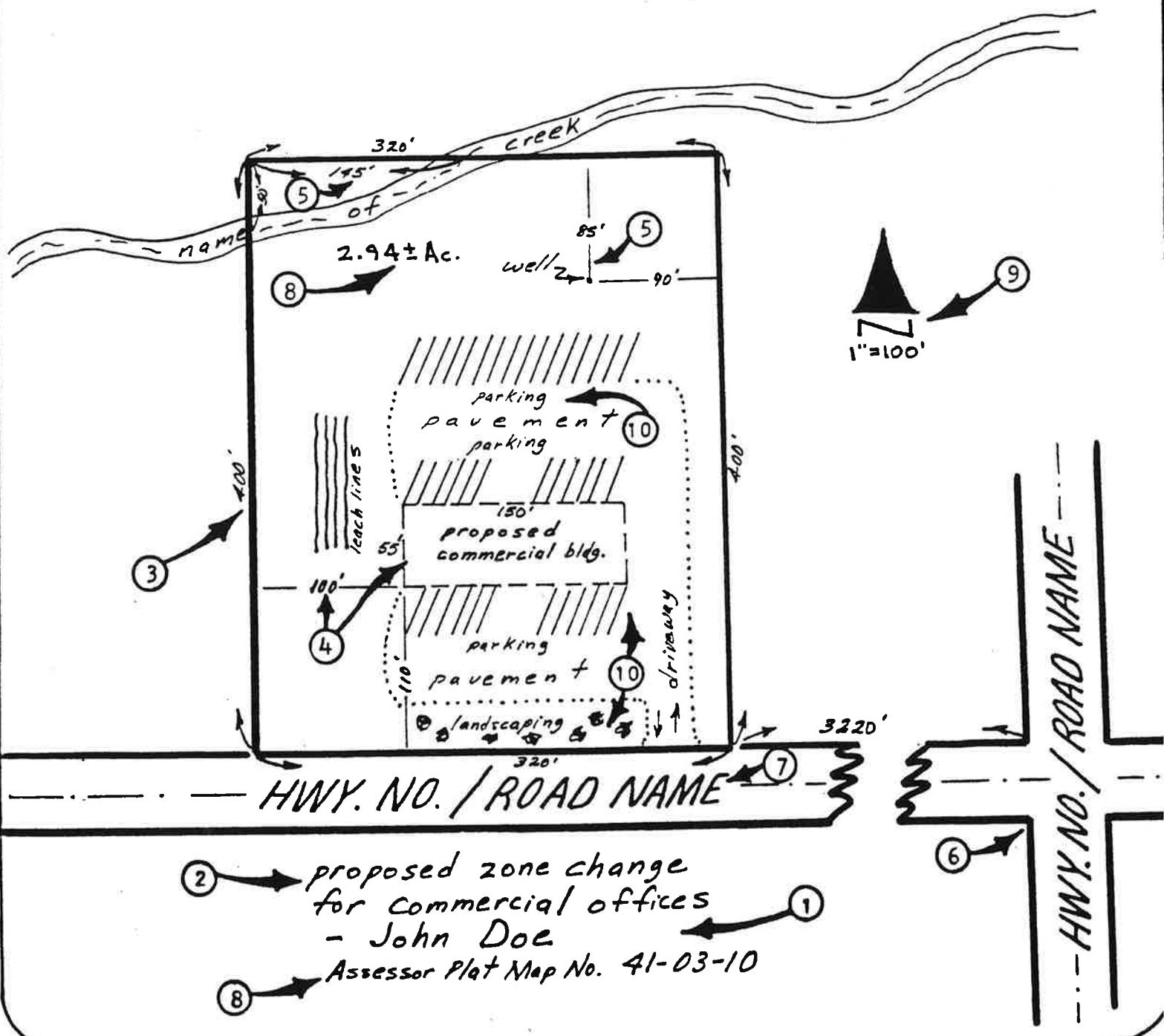
Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 12/26/2019

[Signature]
(Signature)
For *Kristine Cozadd*

PLOT PLAN GUIDELINES

1. Applicant's name
2. Project title and/or description
3. Outline of property with dimensions
4. Size, dimensions and distances from property lines of all structures on property and proposed project area
5. Location and distances from property lines and other structures of wells, creeks, rivers, etc. and other outstanding property features
6. Location, distance and names of nearest road intersection
7. Distance and name of nearest road to property
8. Parcel size and assessor plat map number
9. Scale of map and direction of north
10. Any other pertinent information pertaining to project



② → proposed zone change
 for commercial offices
 - John Doe
 ① →
 ⑧ → Assessor Plat Map No. 41-03-10

RECORDING REQUESTED BY:

Western Land Title Company, Inc.

Order No.: 39352-ER
APN: 011-140-036-00

When Recorded Mail Document and Tax Statements to:

Kristine E. Cazadd
10865 Sutter Circle
Sutter Creek, CA 95685



Amador County Recorder
Sheldon D. Johnson
DOC- 2011-0004304-00

Acct 3-Western Land Title Co
Thursday, JUN 02, 2011 09:37:00
Ttl Pd \$427.00 Nbr-0000209794
CT1/R1/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Monument Preservation Fee is \$10.00

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is 407.00

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

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

(X) Unincorporated area: () City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Brian C. Jorgensen and Joy E. Jorgensen

hereby GRANT(S) to
Kristine E. Cazadd, Trustee of the BD Trust

that property in Unincorporated area of Amador County, State of California, described as follows:

*** See "Exhibit A" attached hereto and made a part hereof. ***

Date: May 12, 2011

Brian C. Jorgensen

Joy E. Jorgensen

State of CA

County of Amador

On 5-23-2011 before me, Evelyn Ryan, a Notary Public, personally appeared Brian C. Jorgensen and Joy E. Jorgensen, 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
Name Evelyn Ryan
(typed or printed)

(Area reserved for official notarial seal)

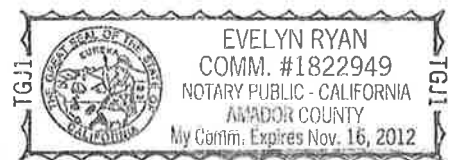


EXHIBIT "A"

All that real property situated in the State of California, County of Amador, described as follows:

PARCEL 1

READJUSTED PARCEL 1, as said parcel is shown and delineated on the revised Record of Survey Boundary Line Adjustment for Kathleen Rosa Casazza, et al, filed for record on December 24, 2002, in Book 55 of Maps and Plats, at Page 24, Records of Amador County.

PARCEL 2

Those certain 50' Access and Public Utility Easement shown on the map shown hereinabove.

Except any portions thereof lying within Readjusted Parcel 1 as shown and delineated on said Record of Survey.

APN: 011-140-036

RECORDING REQUESTED BY:

ORDER NO.:

APN: 011-140-036-00

WHEN RECORDED MAIL TO

Kristine Cazadd
10865 Sutter Circle
Sutter Creek, CA 95685



Amador County Recorder

Sheldon D. Johnson

DOC- 2011-0001955-00

Acct 3-Western Land Title Co

Thursday, MAR 10, 2011 09:40:00

Ttl Pd \$26.00

Nbr-0000206500

CT1/R1/2-5

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Deed of Trust and Assignment of Rents

This Deed of Trust, made this 20th day of September, 2010, between Brian C. Jorgensen and Joy E. Jorgensen, husband and wife as joint tenants, herein called TRUSTOR, whose address is 10865 Sutter Circle, Sutter Creek, CA 95685, Western Land Title Company, Inc., a California corporation, herein called TRUSTEE, and Kristine Cazadd, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Amador County, California, described as:

See "Exhibit A" attached hereto and made a part hereof.

*This Document Filed for Recording by
Western Land Title as an ACCOMODATION ONLY
has not been examined as to its execution
or as to its affect upon the title.*

In the event the herein described property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$79,800.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said

property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien of charge thereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as

the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Brian C. Jorgensen
Brian C. Jorgensen

Joy E. Jorgensen
Joy E. Jorgensen

State of CA

County of Amador

On 9-28-2010 before me, Evelyn Ryan a Notary Public, personally appeared Brian C. Jorgensen and Joy E. Jorgensen, 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:

[Handwritten Signature]

Name: Evelyn Ryan
(typed or printed)

(Seal)



EXHIBIT "A"

All that real property situated in the State of California, County of Amador, described as follows:

PARCEL 1

READJUSTED PARCEL 1, as said parcel is shown and delineated on the revised Record of Survey Boundary Line Adjustment for Kathleen Rosa Casazza, et al, filed for record on December 24, 2002, in Book 55 of Maps and Plats, at Page 24, Records of Amador County.

PARCEL 2

Those certain 50' Access and Public Utility Easement shown on the map shown hereinabove.

Except any portions thereof lying within Readjusted Parcel 1 as shown and delineated on said Record of Survey.

APN: 011-140-036

RECORDING REQUESTED BY

GEORGE W. RYAN
34F SUMMIT STREET
JACKSON, CA 95642

APN: 011-140-035

AND WHEN RECORDED MAIL TO

NAME Jason Cazadd
ADDRESS 9939 HWY 88
CITY & State Jackson, CA. 95642



Amador County Recorder

Kimberly L. Grady

DOC- 2018-0007958-00

Check Number 5024

REQD BY GEORGE RYAN

Monday, OCT 29, 2018 13:13

Ttl Pd \$21.00

Nbr-0000315050

CT2/R1/1-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST TRANSFER DEED

- 1 Exempt from fee per GC27388.1; document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2 Exempt from fee per GC27388.1; document transfers real property that is a residential dwelling to an owner-occupier
- 3 Exempt from fee per GC27388.1; document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4 Exempt from fee per GC27388.1; fee cap of \$225 reached
- 5 This document is subject to Documentary Transfer Tax (R&T 11911)

RECORDING REQUESTED BY

GEORGE W. RYAN
34F SUMMIT STREET
JACKSON, CA 95642

APN: 011-140-035

AND WHEN RECORDED MAIL TO

NAME Jason Cazadd
ADDRESS 9939 HWY 88
CITY & JACKSON, CA. 95642
STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Trust Transfer Deed

Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., California Const. Art 13A§1 et. seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.

Documentary transfer tax is \$ **R&T Code 11930**

Computed on full value of property conveyed, or Computed on full value less value liens and encumbrances remaining
At time of transfer

there is no Documentary transfer tax due. (State reason and give Code § or Ordinance number) _____

Unincorporated area: _____ City of _____ and _____

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

Transfer to a revocable trust;

Transfer to a short-term trust not exceeding 12 years with trustor holding the reversion;

Transfer to a trust where the trustor or the trustor's spouse is the sole beneficiary;

Change of trustee holding title;

Transfer from trust or trustor or trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable receipt of which is acknowledged.

Other: _____

GRANTOR(S): JASON ROBERT CAZADD, a married man

Hereby **GRANT(S)** to: JASON R. CAZADD, Trustee of THE JASON R. CAZADD AND BREANNA CAZADD REVOCABLE LIVING TRUST-2018, as his sole and separate property.

The following described real property in the County of Amador, State of Amador:

SEE EXHIBIT "A" ATTACHED HERETO

Dated: 10/19, 2018


JASON ROBERT CAZADD

MAIL TAX STATEMENTS TO: Same as Above
NAME ADDRESS CITY, STATE, ZIP

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 AMADOR

On this 19 day of Jan, 2018 before me, George W. Ryan, Notary Public, personally appeared Jason Robert Cazadd, 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.



GEORGE W. RYAN
Notary Public

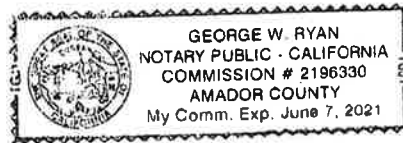


EXHIBIT "A"

All that real property situated in the State of California, County of Amador, described as follows:

Readjusted Parcel 2, as said parcel is shown and delineated on the Revised Record of Survey Boundary Line Adjustment for Kathleen Rosa Casazza, et al, filed for record December 24, 2002 in Book 55 of Maps and Plats, at Page 24, Records of Amador County.

APN: 011-140-035-000

RECORDING REQUESTED BY

ORDER #

APN

WHEN RECORDED MAIL TO

Name Jason Cazadd
Street Address 12436 Depot Road
City State Zip Jackson, CA 95642



Amador County Recorder
Sheldon D. Johnson
DOC- 2005-0004257-00

Check Number 1930
REQD BY GEORGE RYAN, ATTORNEY
Monday, APR 11, 2005 15:46:58
Ttl Pd \$107.00 Nbr-0000103059
GLE/R1/1-2

APN: 011-140-035

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 88.00

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

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

(X) Unincorporated area: () City of

() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Angela Patricia Casazza, a single woman

hereby GRANT(S) to Jason Robert Cazadd, a married man as his sole and separate property

that property in Amador County, State of California, described as:

* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Mail Tax Statements to Grantee at above address

Date October 28, 2004

Angela Patricia Casazza
Angela Patricia Casazza

STATE OF CALIFORNIA

COUNTY OF Amador

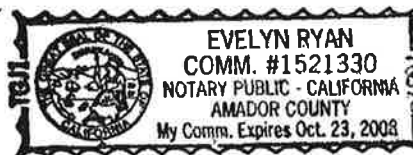
On 10-28-2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Angela Patricia Casazza

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 *Evelyn Ryan*

Name Evelyn Ryan
(typed or printed)



PTGIS-140 8/94

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

READJUSTED PARCEL 2, 40.00 Acres as said parcel is shown and delineated on the Revised Record of Survey Boundary Line Adjustment for Kathleen Rosa Casazza, et al, filed for record December 24, 2002 in Book 55 of Maps and Plats, at Page 24, Records of Amador County.

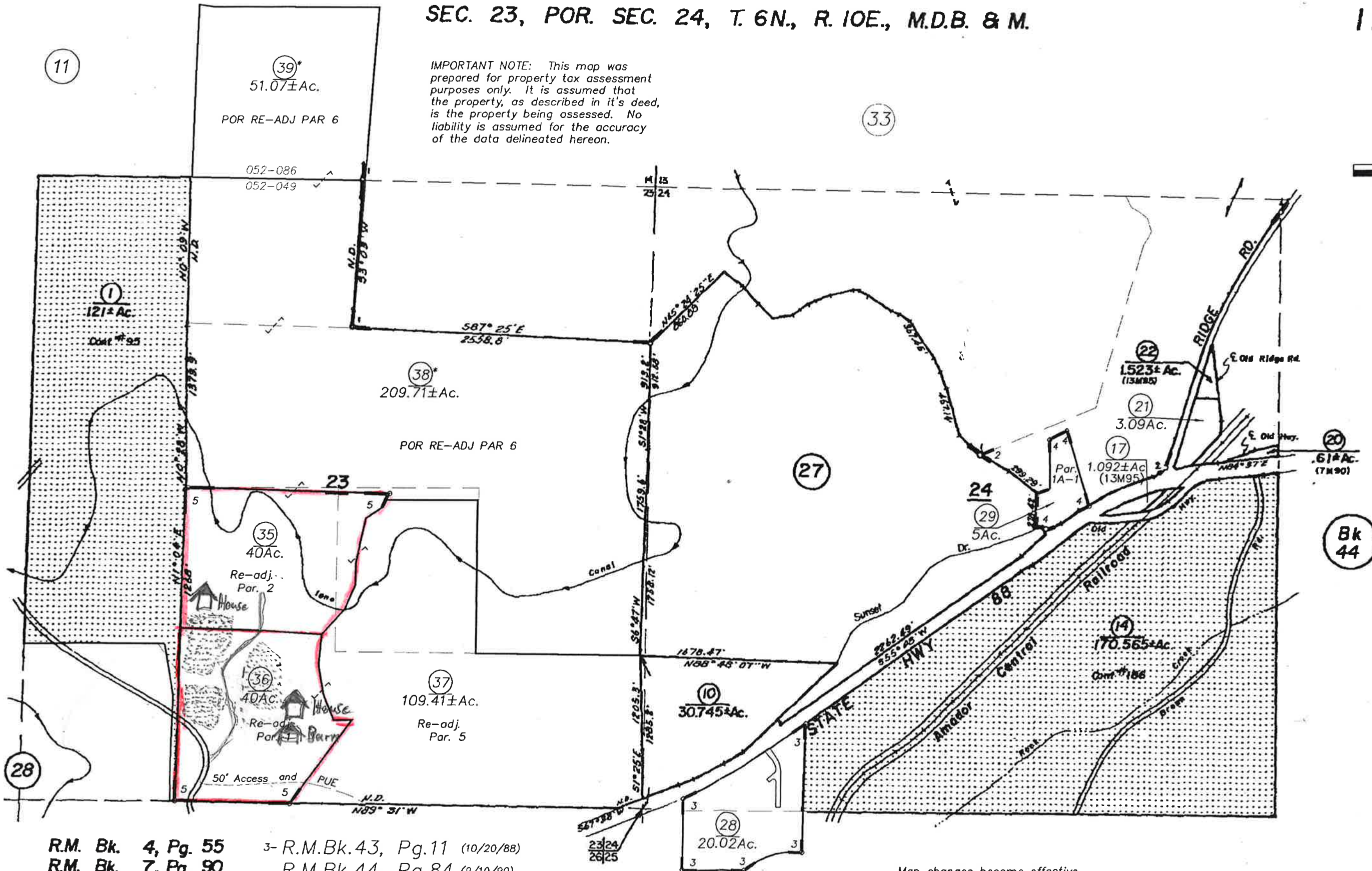
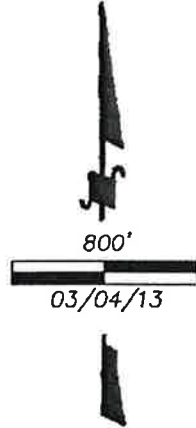
TOGETHER WITH AND RESERVING THEREFROM those certain 50' Access and Public Utility Easements as shown on said Map.

APN: 011-140-035-000

'END OF DOCUMENT'

SEC. 23, POR. SEC. 24, T. 6N., R. 10E., M.D.B. & M.

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in its deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.



- R.M. Bk. 4, Pg. 55
- R.M. Bk. 7, Pg. 90
- R.M. Bk. 13, Pg. 95
- 1- R.M. Bk. 26, Pg. 53
- R.M. Bk. 29, Pg. 38
- 2- P.M. Bk. 37, Pg. 83
- 3- R.M. Bk. 43, Pg. 11 (10/20/88)
- R.M. Bk. 44, Pg. 84 (9/10/90)
- 4- R.M. Bk. 51, Pg. 33 (4/9/98)
- 5- R.M. Bk. 55, Pg. 24 (12/24/2002)
- R.M. Bk. 58, Pg. 37 (11/14/2005)

Map changes become effective with the 2007-2008 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

AMADOR COUNTY AGRICULTURAL PRESERVE PROGRAM



Provided by the Amador County Assessor's Office
for informational use only

INTRODUCTION

This is some basic information about the Agriculture Preserve Program (Williamson Act). It is designed to help answer your questions about the process:

- ▶ Program Objectives
- ▶ Property Eligibility: Do I qualify?
- ▶ What information must I provide to be sure that my application is complete?
- ▶ How long will the process take and when do I need to submit?
- ▶ What kind of tax benefits can be received? How is the tax valuation process different?
- ▶ How do contracts get recorded and how long do they last?

OBJECTIVES OF THE PROGRAM

The objectives of the Agricultural Preserve Program, as provided by the California Land Conservation Act of 1965 or the "Williamson Act", is to protect agricultural lands and limited types of open space and outdoor recreation lands of statewide importance. Once a landowner enters into a contract with the County, the land is reassessed on the basis of the agricultural income producing capability of the land. This assures the landowners that property valuations and taxes will remain at generally lower levels.

Amador County's rules of procedure provide the standards for property eligibility and land use restrictions under the program. They also provide procedures for terminating contracts and monitoring the program.

A Williamson Act contract is established by landowner request. The primary incentive for the landowner is to reduce current and/or future property taxes. The program is designed for the property owner who is dedicated to the long-term use of the

land for agricultural, recreational and open space purposes. We encourage your voluntary participation in the program to strengthen the agricultural economy of Amador County.

PROPERTY ELIGIBILITY: DO I QUALIFY?

Requirements for Property Sizes

40-100 acres (all 3 requirements must be met)

- (1) the ability to produce an annual gross income from agriculture of \$6,443* or more,
- (2) have in place a minimum of \$32,216* worth of agricultural improvements (ie, ag wells, fences, barns, etc)
- (3) demonstrate "unique" characteristics of an agricultural industry

100-160 acres (both requirements must be met)

- (1) the ability to produce an annual gross income from agriculture of \$6,443* or more
- (2) have in place a minimum of \$33,216* worth of agricultural improvements (ie, ag wells, fences, barns, etc)

160 acres and more (only one of the two required)

- (1) the ability to produce an annual gross income from agriculture of \$6,443* or more
- (2) have in place a minimum of \$32,216* worth of agricultural improvements (ie, ag wells, fences, barns, etc)

*Note: The income and improvement requirements are adjusted annually according to the increase in the CPI. The above amounts are the requirements for the year 2020.

WHAT INFORMATION MUST I PROVIDE TO BE SURE MY APPLICATION IS COMPLETE?

Amador County's Planning Department handles all applications. You will be working with them to complete the process. An application for a Williamson Act contract must include a current title report, legal

description of all property included in the application, Assessor's parcel map(s) showing all property in the application. The application form also asks you to list all of the agricultural and compatible uses with the income generating from each use. It asks you to list all of the agricultural improvements and their value. And it asks if you rent any property to others, and additional information about those leases.

🏡 HOW LONG DOES THE PROCESS TAKE?

You may submit an application any time. The application process will take 4-6 months. You will obtain an application from the Planning Department, and work with them through the process. The Planning Department will notify the Assessor's Office and the Agricultural Commissioner. They will each have someone review the application and visit the property. The application will then be reviewed for approval by the Agricultural Advisory Committee, the Amador County Planning Commission and the Board of Supervisors.

🏡 WHAT TAX BENEFITS CAN BE RECEIVED? HOW IS THE VALUATION PROCESS DIFFERENT?

Following the recording of the contract, the property is reassessed on the basis of the agricultural income producing capability of the land instead of fair market value or Proposition 13 value. Landowners generally experience a property tax reduction.

Improvements are valued and taxed under the normal procedures, and are not eligible for the restricted valuations of the program. This includes residences and the immediate residential site, as well as agricultural improvements. A market value (Proposition 13 value) and base year is established for each homesite, for which usually 1 or 2 acres is allocated from the total acreage.

The land value is based on the rent it could command if leased to a competent and prudent manager for a use best suited to the property. Periodically, questionnaires are sent to landowners requesting current information on property use and income. Land values are reviewed every year.

Living improvements (vineyards and orchards) are also valued differently under the Williamson Act. The value is calculated each year based on a capitalization rate based on the income produced by similar improvements in Amador County.

FOR EXAMPLE: A property consisting of 200 acres purchased in 1990 for \$500,000. It has a residence, barns and corrals and 10 acres of grapes.

Non Williamson Act Value for the year 2004:

	Base Year	BY Value	Factored Value
Land	1990	300,000	388,200
Improvements	1990	150,000	194,100
Vineyard	1990	50,000	64,700
Taxable Value			647,000
Approximate property tax			\$6470

The same property under Williamson Act in 2004:

Land (Capitalization rate is .0675/acre):			
188 acres of good grazing (Rent \$20/acre)			53,476
10 acres of grape land (Rent \$120/acre)			17,067
Improvements			194,100
Homesite (1990 BY, \$30,000 BY Value)			38,871
Vineyard (Amador County cap rate \$5776/ac)			57,763
Taxable value			361,277
Approximate property tax			\$3,613

🏡 HOW DO CONTRACTS GET RECORDED AND HOW LONG DO THEY LAST?

After approval by the Board of Supervisors, the contract is recorded. Contracts must be recorded by the end of December in order for the property to be reassessed for the January 1 lien date.

Williamson Act contracts are ongoing 10 year contracts. Beginning the first year following the execution of a 10 year contract, one year is added for each year elapsed. The contract is bound to the property. If the property changes hands, the new owners are automatically under contract.

Nonrenewal is the most common method for a landowner to terminate a contract. The landowner presents a notice of nonrenewal and the property is in the process of nonrenewal for 10 years. During the nonrenewal process, the property value increases incrementally back to its Proposition 13 value. The landowner must continue to comply with the terms of the contract for this period.

🏡 PLEASE NOTE:

This information sheet is intended as a broad overview of Amador County's Agricultural Preserve Program. It does not presume to cover all of the details of the program. Please contact the Planning Department at 223-6380 for additional information regarding the application process or the Assessor's Office at 223-6351 with your valuation questions.

State of California

GOVERNMENT CODE

Section 51238.1

51238.1. (a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

In evaluating compatibility a board or council shall consider the impacts on noncontracted lands in the agricultural preserve or preserves.

(b) A board or council may include in its compatible use rules or ordinance conditional uses which, without conditions or mitigations, would not be in compliance with this section. These conditional uses shall conform to the principles of compatibility set forth in subdivision (a) or, for nonprime lands only, satisfy the requirements of subdivision (c).

(c) In applying the criteria pursuant to subdivision (a), the board or council may approve a use on nonprime land which, because of onsite or offsite impacts, would not be in compliance with paragraphs (1) and (2) of subdivision (a), provided the use is approved pursuant to a conditional use permit that shall set forth findings, based on substantial evidence in the record, demonstrating the following:

(1) Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in paragraphs (1) and (2) of subdivision (a) to the greatest extent possible while maintaining the purpose of the use.

(2) The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations.

(3) The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel

or on other parcels in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2.

(4) The use does not include a residential subdivision.

For the purposes of this section, a board or council may define nonprime land as land not defined as “prime agricultural land” pursuant to subdivision (c) of Section 51201 or as land not classified as “agricultural land” pursuant to subdivision (a) of Section 21060.1 of the Public Resources Code.

Nothing in this section shall be construed to overrule, rescind, or modify the requirements contained in Sections 51230 and 51238 related to noncontracted lands within agricultural preserves.

(Added by Stats. 1994, Ch. 1251, Sec. 5. Effective January 1, 1995.)