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**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION OF NECESSITY TO CONDEMN REAL )  
PROPERTY OR INTEREST IN REAL PROPERTY BY )  
EMINENT DOMAIN FOR THE SHENANDOAH ROAD / ) RESOLUTION NO. 17-022  
FIDDLETOWN ROAD INTERSECTION IMPROVEMENT )  
PROJECT, FEDERAL PROJECT NO. HRRRL 5236(004), )  
ASSESSORS PARCEL NO. 008-030-016. )

WHEREAS, the County of Amador (County) is a political subdivision of California and authorized by law to exercise the power of eminent domain to acquire private property for public use; and

WHEREAS, the California Constitution, the Eminent Domain Law (California Code of Civil Procedure §1230.010 et seq.), Government Code §25350.5, and Streets and Highways Code §943 authorize acquisition of property rights specifically for public road purposes by eminent domain procedures; and

WHEREAS, on May 13, 2014, the County and the City of Plymouth (City) made and entered into a Cooperative Agreement (Cooperative Agreement) regarding the Shenandoah Road / Fiddletown Road Intersection Improvement Project (Project); and

WHEREAS, County and City agreed in Cooperative Agreement that County accepts administrative responsibility for the Project and to fully perform all work necessary to complete the Project, including the acquisition of property rights for the Project; and

WHEREAS, the purpose for the Project is to improve intersection safety and roadway geometrics; and

WHEREAS, the need for the Project is to reduce the number of collisions and eliminate driver confusion at the intersection; and

WHEREAS, County has complied with all requirements of the California Environmental Quality Act and the National Environmental Policy Act for the Project; and

WHEREAS, the real property or interest in real property described herein is required for the construction of the Project, which generally includes the realignment of Fiddletown Road to a "T" intersection with Shenandoah Road, an increased horizontal curve radius of Shenandoah Road and an elevation increase of Fiddletown Road; and

WHEREAS, the Project is partially located on the real property bearing APN 008-030-016, as more particularly described in Exhibit A attached hereto (Larger Parcel); and

WHEREAS, the fee interest in the portion of the Larger Parcel sought to be acquired is legally described in Exhibit B attached hereto and graphically depicted in Exhibit C attached hereto (Property), which Property is necessary for County to construct and operate the Project; and

WHEREAS, the Larger Parcel is subject to a Conservation Easement as described in Exhibit D attached hereto; and

WHEREAS, the Larger Parcel is subject to the Williamson Act (agricultural preserve); and

WHEREAS, the location of the Project is not based on a consideration of the lower cost of acquiring land in an agricultural preserve; and

WHEREAS, there is no other land within or outside the agricultural preserve on which it is reasonably feasible to locate the Project; and

WHEREAS, the offer required by Government Code §7267.2 has been made to the property owner of record; and

WHEREAS, the offer has been accepted by the property owner of record; and

WHEREAS, notwithstanding the property owners' acceptance of the County's offer, the County is required to exercise the power of eminent domain under Code of Civil Procedures §1240.055 in order to fully extinguish the Conservation Easement on the Property in order to construct the Project; and

WHEREAS, as a condition of execution of a contract of acquisition with the owner of record, County must exercise the power of eminent domain under Code of Civil Procedures §1240.055 to extinguish the Conservation Easement from the Property; and

WHEREAS, written notice of intent of the Board of Supervisors to adopt this Resolution of Necessity was given pursuant to Code of Civil Procedure §1240.055 and 1245.235. The notice was sent first-class mail to all persons whose names appear on the last equalized County Assessment Roll as having an interest in the Larger Parcel, to the address appearing on said Roll, and to the holder of the Conservation Easement. The notice advised the real property owner and the holder of the Conservation Easement of their right to be heard on the matters referred to in Code of Civil Procedures §1240.030, 1240.055, 1240.510 and 1240.610 on the date and at the time stated therein; and

WHEREAS, a public hearing was conducted and all interested persons were given notice and a reasonable opportunity to appear and be heard;

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of Amador, State of California, by at least a two-thirds vote of this Board of Supervisors under California Code of Civil Procedure §1240.030 and 1240.055; Government Code §51292(a) and 51292(b), that this Board of Supervisors finds and determines each of the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The Property sought to be acquired is necessary for the Project.

4. To the extent the Property is being put to public use, the Property is being acquired for a compatible public use under Code of Civil Procedure §1240.510 in that the County's use of the Property will not interfere with or impair the continued public use as it now exists or may reasonably be expected to exist in the future, or in the alternative, for a more necessary public use under Code of Civil Procedure §1240.610 in that the County's use of the Property is a more necessary public use than the use to which the Property is appropriated.
5. The location of the Project is not based on a consideration of the lower cost of acquiring land in an agricultural preserve.
6. There is no other land within or outside the portion of the Property subject to the Williamson Act on which it is reasonably feasible to locate the portion of the Project which will lie in the agricultural preserve.
7. The offer required by Government Code §7267.2 has been made to the owner of record of the Property.

AND BE IT FURTHER RESOLVED that County Counsel or its authorized agent is hereby authorized and directed:

1. To file legal proceedings necessary to acquire the Property in the name of and on behalf of the County by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith.
2. to take such steps as may be authorized and required by law, and to make such deposits as may be required by order of court, to permit the County to take possession of and use the Property at the earliest possible time.
3. to correct any errors or to make or agree to non-material changes in the legal description of the Property that are deemed necessary for the conduct of the condemnation action or other proceedings or transaction required to acquire the Property.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 10th day of March, 2017, by the following vote:

AYES: Richard M. Forster, Lynn A. Morgan, Patrick Crew, Frank U. Axe, and Brian Oneto  
NOES : None  
ABSENT: None

  
Richard M. Forster, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California



## EXHIBIT "A"

### LEGAL DESCRIPTION

### SERVIENT TENEMENT (CUNEO/SCHROETER)

All of the following described parcels of real property lying within the County of Amador, State of California, described as follows:

The East half of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section 2, Township 7 North, Range 10 East, Mount Diablo Base and Meridian, in the County of Amador, State of California, according to the official government plat thereof.

Excepting therefrom that portion conveyed in fee to the County of Amador by deed recorded June 13, 1979 in Book 354, Page 588 of Official Records.

## EXHIBIT "B"

### LEGAL DESCRIPTION

### DOMINANT TENEMENT

All that portion of real property in the Southeast quarter of Section 2, Township 7 North, Range 10 East, M.D.M. in the County of Amador, State of California, being a grant in fee title for highway purposes, described as follows:

Commencing at a point on the centerline, being Engineer's Station 7 + 17.22, as said centerline is described in the Grant Deed from Marion Frances Chickizola Cuneo, who acquired title as Marion Frances Chichizola, and her husband Stanley Cuneo; and Mary Virginia Chickizola Schroeter, who acquired title as Mary Virginia Chickizola, and her husband Harry B. Schroeter, to the County of Amador, recorded June 13, 1979, in Book 354 of Official Records, at Page 588 Records of Amador County. The bearings shown in the above deed were rotated fifty-two (52) seconds clockwise to conform with Global Positioning System (GPS) ties to Caltrans control monument along State Route 49 and used in the following description. Thence, leaving said centerline N 7° 14' 48" W, 40.00 feet to the existing right-of-way line; Thence, along said right-of-way line N 82° 45' 12" E, 849.96 feet to a tangent curve concave to the South with a radius of 7,540 feet; thence easterly along said curve, 196.12 feet through a central angle of 1° 29' 25"; Thence, tangent N 84° 14' 37" E, 50.52 feet to the point of beginning; Thence, from said point of beginning along the new right-of-way N 8° 42' 52" W, 14.25 feet; Thence along a non-tangent curve concave to the North, the center of said curve bears N 8° 42' 52" W, 1,150.00 feet; thence, easterly along said curve 287.75 feet, through a central angle of 14° 20' 11" (cord bearing N 74° 07' 02.5" E, 287.00 feet) to the beginning of a non-tangent curve concave to the northwest, the center of said curve bears N 29° 22' 42" W, 1,175.00 feet; thence, northeasterly along said curve 378.38 feet through a central angle of 18° 27' 03" (cord bearing N 51° 23' 46.5" E, 376.75 feet) to the beginning of a non-tangent curve concave to the northwest, the center

of said curve bears N 42° 08' 12" W, 1,110.00 feet; thence, northeasterly along said curve 370.00 feet, through a central angle of 19° 05' 55" (cord bearing N 38° 18' 50.5" E, 368.29 feet); thence, along a non-tangent line N 49° 22' 48" E, 102.28 feet to the beginning of a non-tangent curve concave to the west, the center of said curve bears N 66° 00' 37" W, 1,150.00 feet; thence, northerly along said curve 383.33 feet, through a central angle of 19° 05' 55" (cord bearing N 14° 26' 25.5" E, 381.56 feet); Thence, along the prolongation of the radial line S 85° 06' 32" E, 14.26 feet to a point on the existing right-of-way as described in the above said deed to the County of Amador; thence, along said existing right-of-way S 1° 07' 13" E, 388.13 feet to a tangent curve concave to the northwest with a radius of 610.00 feet; thence, southwesterly along said curve 908.83 feet, through a central angle of 85° 21' 50" ; thence, along a tangent line S 84° 14' 37" W, 444.76 feet to said point of beginning, and containing 213,143 square feet or 4.89 acres.

*Steven A. Zanetta*

Steven A. Zanetta  
Amador County Surveyor

P.L.S. 6245

Date: June 27, 2016



The project control is based on a Static GPS Survey. The NOAA/NGS online position user service (OPUS) was used for post processing. The horizontal datum is based on the California Coordinate System of 1983 (NAD 83, Zone 2, Epoch 2014.82). All distances are ground distances.

# EXHIBIT 'C'

## NOTES AND LEGENDS



AREA DEDICATED TO AMADOR COUNTY. AREA = 213,143 SQ. FT OR 4.89 ACRES

--- CENTERLINE

CHB = CHORD BEARING

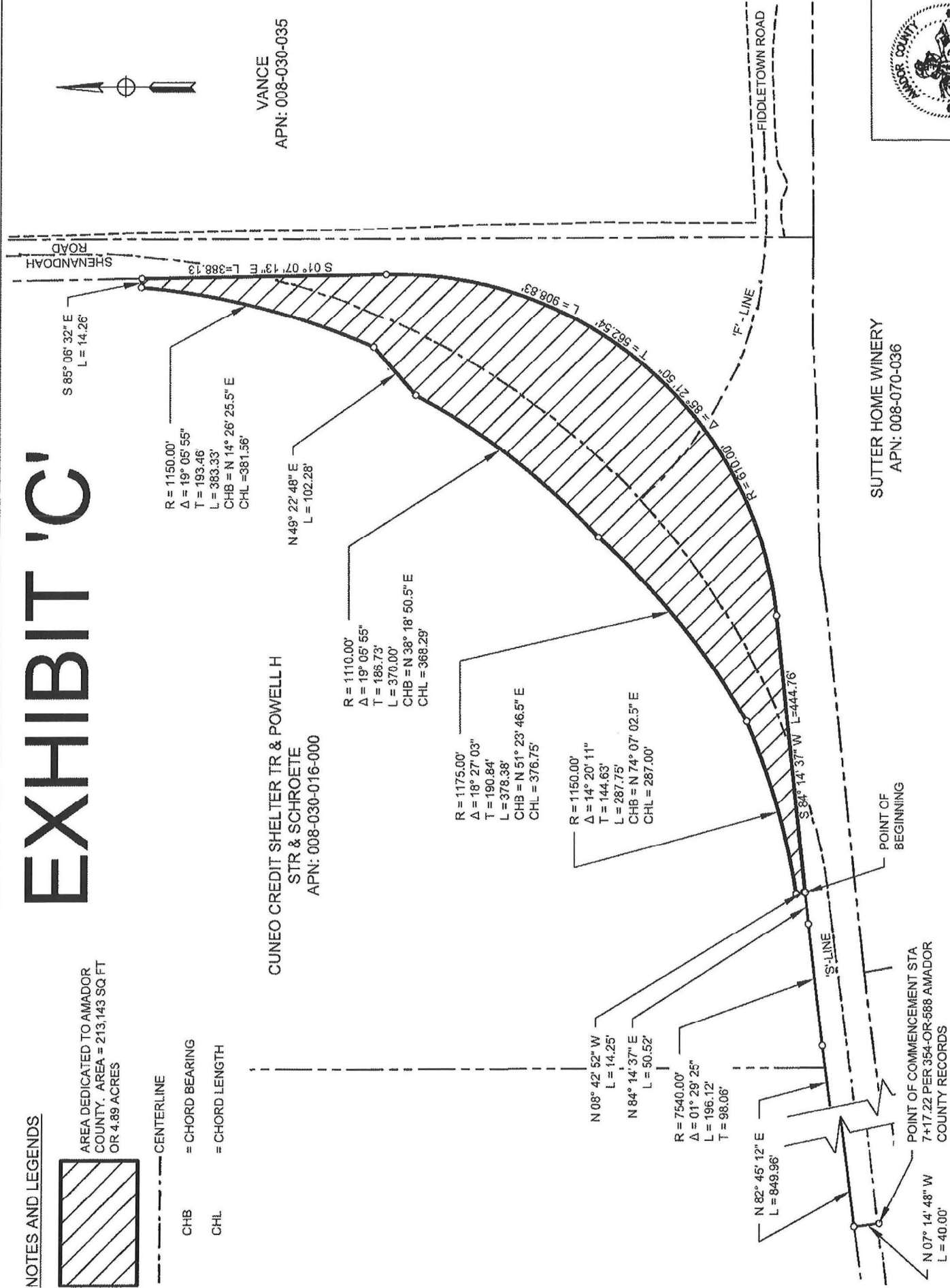
CHL = CHORD LENGTH



VANCE  
APN: 008-030-035

CUNEO CREDIT SHELTER TR & POWELL H  
STR & SCHROETE  
APN: 008-030-016-000

SUTTER HOME WINERY  
APN: 008-070-036



PROJECT: SHENANDOAH ROAD / FIDDLETOWN ROAD INTERSECTION IMPROVEMENT PROJECT  
SITE LOCATION: NEAR INTERSECTION OF SHENANDOAH ROAD AND FIDDLETOWN ROAD

SHEET 1 OF 1

DRAWN BY: VAV  
CHECKED BY: SAZ  
APPROVED BY: AB

SCALE: 1" = 200'  
DATE: JUNE 2016  
REVISION:

# EXHIBIT "D"

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Recording Requested By:

Return to:  
Stanley Cuneo  
1316 Jackson gate Rd.  
Jackson, CA 95642

1897 009123

RECORDED AT REQUEST OF  
Stanley Cuneo  
at 35 Min. Past 3 P M

NOV 12 1997

Official Records  
Amador County, California  
S. 42<sup>00</sup> Recorder

## Document Title(s)

CONSERVATION EASEMENT

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into on November 10, 1997, between MARIAN FRANCES CHICHIZOLA CUNEO, TRUSTEE and LAWRENCE STANLEY CUNEO, Trustees, or Successor Trustee(s) of the CUNEO TRUST Dated September 4, 1997, of 1316 Jackson Gate Rd. Jackson, CA 95642, and HARRY R. SCHROETER, JR., TRUSTEE, MARITAL TRUST, created under the SCHROETER FAMILY TRUST Dated January 10, 1983, as amended, of 132 Wood Crest Place, Santa Cruz, CA 95065-1435, the Grantor(s), and the Amador Land Trust, a California nonprofit corporation, the Grantee, with its offices at 711 Court Street, Jackson, California, 95642, (the "Grantee").

**RECITALS**

WHEREAS, Grantors own in fee simple real property in the Plymouth District of Amador County, California, consisting of approximately 136.34 acres, known as the Potter-Griffith Ranch, of which legal descriptions are attached hereto and incorporated herein as Exhibit "A" (the "Property"); and

WHEREAS, the Property possesses scenic, open space, agricultural and conservation values ("Agricultural and Conservation Values") which are documented in an inventory of photographs, drawings, and maps dated October 28, 1997 ("Baseline Documentation"), referred to as Exhibit "B", which Exhibit "B" is on file with the Grantee, and which both Grantors and Grantee hereby agree is a current description of the property; and

WHEREAS, Grantee is a publicly supported California tax-exempt non-profit corporation, qualified as a tax exempt organization under Sections 501(c)(3) and 170(h) of the U.S. Internal Revenue Code of 1986, as amended, whose primary purpose is to protect and preserve agricultural and conservation values in land; and

WHEREAS, Grantors intend to convey in perpetuity the obligations to preserve and



**Cunco Conservation Easement, Page 2**

protect these Agricultural and Conservation Values by permitting only those land uses on the Property that do not significantly impair or interfere with them, including ranching and farming, existing at the time of this grant; and

WHEREAS, Grantee agrees to accept this Grant and to honor this obligation to preserve and protect these Agricultural and Conservation Values for the benefit of the people of Amador County and the State of California;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Grantors hereby grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and to the extent described herein (the "Easement").

**1. PURPOSE.** The purpose of this Easement is to preserve the Property in its current agricultural, scenic, open space, wildlife and wooded wildlife habitat condition in perpetuity, and to protect it from any use that will significantly impair or interfere with its Agricultural and Conservation Values. Grantors do not intend for this grant to be construed as a grant to the general public of any right to enter upon any part of the Property. Grantors do intend for this Easement to restrict the use of the Property in perpetuity to activities that are consistent with the purposes of this Easement. Nothing contained in this grant shall restrict the Grantors from imposing further conservation restrictions on the Property by conveyance or otherwise.

**2. RIGHTS OF GRANTEE.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

A. To preserve and protect the Agricultural and Conservation values of the Property;

B. To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where

**Cunco Conservation Easement, Page 3**

Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

C. To prevent any activity on or use of this Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

**3. RESERVED RIGHTS OF GRANTORS.** Grantors reserve to themselves and to their personal representative, heirs, successors and assigns all rights accruing from their ownership of the Property, including the exclusive use, possession and enjoyment of the Property; the right to sell, transfer, lease mortgage or otherwise encumber the Property; subject to this Easement; and the right to engage in or permit or invite others to engage in all uses of the Property not expressly prohibited herein and not inconsistent with the purposes of this Easement. The Grantors expressly reserve to themselves and to their successors the following rights:

A. The right to engage in commercial agricultural crop and animal production, including vineyards, orchards, grain and field crops and livestock grazing, using sound soil, water and other conservation practices that do not diminish the Property's productive capability, do not degrade or impair the Property's Agricultural and Conservation Values, and do not violate any environmental or public health and safety laws.

B. The right to construct appropriate agriculture structures such as barns, sheds, corrals, water tanks, water systems and one medium-sized home on parcel #08-030-016 (consisting of 117.34 acres North and West of Shenandoah Road); and one medium-sized home on either the North or South side of Plymouth-Shenandoah Road on parcel #08-070-002 (consisting of 19 acres on both sides of Plymouth-Shenandoah Road), as permitted by the Grantee.

Cunco Conservation Easement, Page 4

**4. RESTRICTIONS ON THE PROPERTY.** Any activity or use of the Property inconsistent with the purpose and intent of this Easement is prohibited, including, but not limited to the following:

A. Creation and/or maintenance of any nuisance (except reasonable activities normally associated with uses permitted in Paragraph 2 above) or dumping, storing, burning or processing of any non-agricultural wastes, garbage or refuse.

B. No hunting or trespassing.

C. Legal or defacto subdivision of the property or construction of residences, subdivisions, or commercial buildings except as permitted in Paragraph 2.B. above.

D. Cutting of brush or trees except to remove dead, diseased, damaged, dangerous or digger pine trees. The few scattered blue and valley oak on the property should be protected. Brush and trees may be cut to keep fence lines and roadways open. Only "problem trees" or trees for personal use for firewood, as defined by the Amador Land Trust, may be cut, and only with their approval.

E. Mining of any kind, including quarry, gravel pit, surface or subsurface mining or drilling. Grantors hereby expressly retain all mineral rights to the Property.

F. Erecting signs, except for professional quality "No Hunting or Trespassing" signs; name and address signs; for sale or for rent signs, signs advertising a permitted use; or signs describing this Easement, or the Grantee or its successors.

**5. PRIOR APPROVAL.** Any improvement to the Property or any material and substantial change in its use that might affect its Agricultural and Conservation Values must have Grantee's prior written approval, which must be given or withheld within thirty days of receipt of a written proposal, and may not be unreasonably withheld. Grantee may withhold approval upon

Cuneo Conservation Easement, Page 5

a reasonable determination that the proposal is inconsistent with the purpose and intent of the Easement. Grantee must specify how the change or improvement is inconsistent and may give approval subject to specific reasonable conditions that would make the proposed improvement or use consistent with the purpose and intent of the Easement. Grantors must conform any improvement or change in use to the proposal as approved by Grantee.

6. ADDITIONAL COVENANTS.

A. Enforcement. If Grantors violate, or permit a violation of the Easement, Grantee shall demand in writing that they immediately cease the violation and promptly restore the Property to its previous condition. If Grantors do not comply, grantee may bring an action to enjoin the violation, to recover damages, and to require restoration of the Property. If immediate action is necessary to prevent or mitigate significant damage to the Agricultural and Conservation Values of the Property, Grantee may bring such action without prior notice to Grantors. Grantors agree that Grantee's remedies at law for such a violation of this Easement are inadequate and that Grantee is entitled to injunctive relief and specific enforcement of this Easement, without the necessity of proving either actual damages or the inadequacy of any legal remedies. Grantee's remedies herein shall be cumulative and in addition to all remedies now or hereafter existing at law or in equity.

B. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Agricultural or Conservation value protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

C. Grantors' Control. Nothing in this Easement shall be construed to entitle Grantee to bring an action against Grantors for injury or change in the Property resulting from

Cuneo Conservation Easement, Page 6

causes beyond Grantors' control or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property from such causes.

D. Costs of Enforcement. If Grantee prevails in an action enforcing the terms of this Easement, Grantors shall pay all reasonable costs incurred by Grantee, including without limitation, costs of suit and attorney's fees. If Grantors prevail in any judicial enforcement action by Grantee, each party shall bear its own costs.

E. Further Acts. Each party shall perform any further acts and execute and deliver any documents, which may be reasonably necessary to carry out the provisions of this Easement or which are necessary to qualify this instrument as a conservation easement under federal and state law.

F. Binding Effect on Subsequent Transferees. The terms of this Easement shall run with the land and shall be binding on each owner and party entitled to possession or use of the Property or having any security, mortgage or leasehold interest in the Property, and shall survive any foreclosure or enforcement of a security interest in the Property. No party shall be relieved of any liability arising hereunder during the period the party was owner or entitled to possession or use of the Property. As used herein, the term owner shall include the owner of any beneficial or equity interest in the Property.

G. Incorporation Upon Transfer. Grantors agree to incorporate the terms of this Easement into any deed or instrument by which they transfer any interest in the Property, and to give Grantee prior written notice of any transfer and a copy of the instrument incorporating the Easement. Grantors' failure to perform this covenant shall not impair the validity of this Easement or limit its enforceability in any way.

H. Assignment. Grantee may assign this Easement to an assignee that is a qualified organization as defined in Section 170(h) of the Internal Revenue Code, but only if such

Cuneo Conservation Easement, Page 7

assignee agrees to continue to carry out the agricultural and conservation purposes of the Easement. Any assignee, other than a government unit, must be an entity that is authorized and able to enforce the Easement, has purposes similar to Grantee's, which purposes must also encompass the purposes of this Easement.

I. Costs and Taxes. Grantors retain the responsibility of ownership, operation, upkeep and maintenance of the Property and shall keep the Property free of any tax liens and liens arising out of work performed, materials furnished or obligations incurred. Grantors shall timely pay all taxes and charges lawfully assessed against the Property and shall furnish Grantee evidence of such payment upon request.

J. Severability. Invalidation of any provision of this Easement by court judgement, order, statute, or otherwise, shall not affect any other provision, which shall be and remain in force and effect.

K. Inspection. Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, and, where practicable, after giving reasonable notice to Grantors, to inspect for compliance with the terms of this Easement.

L. Hold Harmless. Grantors shall hold harmless, indemnify and defend Grantee and its members, directors and agents ("Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, and claims, including without limitation reasonable attorney's fees, arising from or in any way connected with injury to or death of any person, or physical damage to any property, resulting from any act, omission, or condition related to or occurring on or about the Property, unless due solely to the negligence of the Indemnified Parties.

M. Extinguishment. This Easement constitutes a real property interest vested in Grantee, and the parties agree that the value of the Easement is twenty percent (20%) of the total fair market value of the Property, unencumbered by this Easement, as determined by the

Cuneo Conservation Easement, Page 8

appraisals dated August 6, 1997, included in the Baseline Documentation. If the Easement is extinguished by eminent domain, or by judicial proceedings and subsequent sale, eighty percent (80%) of the net proceeds shall be distributed to Grantors and twenty percent (20%) of the net proceeds shall be distributed to the Grantee. This ratio shall remain constant, except to the extent the value of the Property is increased by improvements made by Grantors after this grant, in which case, Grantors shall receive one hundred percent (100%) of the value attributable to any increased value due to such improvements. Grantee agrees to devote its share of such net proceeds to land conservation, replacing land lost and putting such land under conservation easement, in a manner consistent with the purposes and intent of this Easement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

GRANTORS:

Date: 2005 4 1997 Marian Frances Chichizola Cuneo  
MARIAN FRANCES CHICHIZOLA CUNEO, TRUSTEE  
of the CUNEO TRUST Dated September 4, 1997  
Date: Nov 4, 1997 Lawrence Stanley Cuneo  
LAWRENCE STANLEY CUNEO, TRUSTEE  
of the CUNEO TRUST Dated September 4, 1997  
Date: Nov. 15 1997 HARRY K. SCHROETER, JR.  
HARRY K. SCHROETER, JR., TRUSTEE, MARITAL  
TRUST, created under the SCHROETER FAMILY  
TRUST Dated January 10, 1983, as amended

GRANTEES:

AMADOR LAND TRUST, a California non-profit corporation  
Date: Nov 16, 1997 By: Jane Barden  
Jane A. Barden  
Print Name  
Date: Nov. 10, 1997 By: Robert Hartmann  
Robert Hartmann  
Print Name

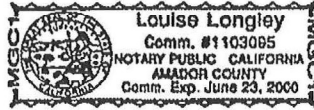
Cuneo Conservation Easement, Page 9

State of California )  
 )ss.  
County of Amador )

On November 4, 1997 before me Louise Longley, Notary Public,  
personally appeared Mission Francis Chichigola Cuneo and  
Lawrence Stanley Cuneo  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons  
whose names are subscribed to the within instrument and acknowledged to me that they executed  
the same in their authorized capacity, and that by their signatures on the instrument the persons,  
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Louise Longley (Seal)



State of California )  
 )ss.  
County of Santa Cruz )

On 11/6/97, 1997 before me Michael Kerrick, Notary Public,  
personally appeared Harry R. Schroeter Sr.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons  
whose names are subscribed to the within instrument and acknowledged to me that they executed  
the same in their authorized capacity, and that by their signatures on the instrument the persons,  
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Michael Kerrick (Seal)





Cuneo Conservation Easement, Page 10

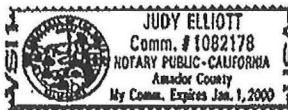
State of California )  
 )ss.  
County of Amador )

On 11/16/97, 1997 before me Judy Elliott Notary Public,  
personally appeared Gene A. Bond, Jr. and Robert C. Bond

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Judy Elliott (Seal)



State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 1997 before me \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

**Exhibit "A"**  
**to Cunco Conservation Easement**

APN: 08-030-016

The East Half of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 2, Township 7 North, Range 10 East, M.D.B. & M.; excepting therefrom that portion thereof deeded to the County of Amador by Deed recorded June 13, 1979, in Book 354 at Page 588 of the Official Records of Amador County.

APN: 08-070-002

The East Half of Government Lot 3 of the Northwest Quarter of the Northeast Quarter of Section 11, Township 7 North, Range 10 East, M.D.B. & M., excepting therefrom the following:

- (1) That portion thereof deeded to the County of Amador, recorded June 13, 1979, in Book 354 on Page 588 of the Official Records of Amador County.
- (2) That portion thereof deeded to Plymouth Water Company, a California corporation, by Deed recorded May 29, 1917, in Book 40 of Deeds at Page 28; and
- (3) That portion thereof deeded to W.H. Hooper and John Blawer, Trustees of Plymouth School District by Deed recorded August 29, 1874, in Book O of Deeds at Page 108.

IN ADDITION, the right to the use of four (4) to six (6) inches of water from Old Empire Ditch or water pipes belonging to the Plymouth Consolidated Gold Mining Co. or their successors. The right to the free use of said water is in consideration of the said Company's ditches and pipes passing through said described land.

**Present Condition Report  
to Cuneo Conservation Easement**

See Exhibit "A" with legal descriptions and maps.

Two Assessors Parcels totaling approximately 136.34 acres.

Parcel A: #08-030-016 totaling 117.34 acres more or less  
Parcel B: #08-070-002 totaling 19 acres more or less

Parcels are adjacent but separate.

One (1) U.S. Government Topo map.

Land is excellent pasture land, rolling hills, mostly clear. Land has a few scattered blue oaks and large white oaks. *(Both Parcels A and B)*

Plymouth-Shenandoah Road goes through SW portion and is the East Line of the Property. *(Parcel A)*

Dirt road goes through length of 117.34 acre parcel. *(Parcel A)*

Indian Creek goes through North portion of Property. *(Parcel A)*

Plymouth Water Ditch (Arroyo Seco) goes through North and South Portion of Property. *(Both Parcels A and B)*

A four-foot pipe siphon for ditch crosses Indian Creek in North portion. *(Parcel A)*

Land is fenced; mostly 5 wire. *(Both Parcels A and B)*

Survey corners are established. *(Both Parcels A and B)*

Elevation is 1050 feet to 1150 feet. *(Both Parcels A and B)*

Old Indian camps and Grinding Rocks holes are in the North portion. *(Parcel A)*

Lots of wildlife on Property. *(Parcel A)*

Land has excellent soil potential for grains, hay, livestock, grapes and olives. *(Both Parcels A and B)*

City of Plymouth has a prescriptive easement for a water ditch through the North and South Parcels for water supply to the City of Plymouth.

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