CITY OF IONE
IONE, CA 95640

PLANNING COMMISSION

Amber Hoiska, Chairman
Joe Wylie, Vice Chairman
Karen Huss, Commissioner
Mark Gebhardt, Commissioner
Michael Politi, Commissioner

Tuesday, August 8, 2023

Ione City Hall
1 E. Main Street, Ione, CA 95640
City Council Chambers
6:00 PM

THIS MEETING WILL BE AVAILABLE VIA ZOOM:

Join Zoom Meeting
https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLblpQNXBDQWtpZkRyUT09
Meeting ID: 235 196 1316
Passcode: 95640
Find your local number: https://zoom.us/u/aex3ZLbqgp

THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING A HIGH QUALITY OF LIFE FOR OUR CITIZENS

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES
California Government Code Section 54954.3

The Ione Planning Commission welcomes, appreciates, and encourages participation in their Meeting. The Planning Commission reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for $3.60 for pages 1-5 and $.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

CITY OF IONE
IONE, CA 95640

D. APPROVAL OF AGENDA

E. PRESENTATIONS/ANNOUNCEMENTS: None

F. PUBLIC COMMENT

EACH SPEAKER IS LIMITED TO 4 MINUTES.
NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the Planning Commission at this time on any subject within the jurisdiction of the Planning Commission.

*Please be mindful of the **4 minute time limit per person**. Pursuant to the Brown Act, the Planning Commission may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Commission action will be referred to staff for a report and/or recommendation for possible action at a future Commission meeting. Is there anyone in the audience who wishes to address the Commission at this time?***

G. INFORMATION ITEMS:

All items listed under this category are for information only with no action to be taken by the Planning Commission.

1. City Planner Report*

H. CONSENT AGENDA: None

I. PUBLIC HEARINGS:

1. Public Hearing: 702 Hunter Lane, Site Plan review for proposed rail explorers
   Recommendation:
   a. *Open the public hearing and take public comment; and*
   b. *Adopt a Resolution Approving the Site Plan Review Permit for the 702 Hunter Lane Rail Explorers Facility Project (Attachment A).*

2. Public Hearing: Zoning Code Amendment
   Recommendation:
   a. *Open the Public Hearing and receive public comment; and*
   b. *Make a recommendation to the City Council regarding adoption of the Zoning Code Amendments.*

J. REGULAR AGENDA: None

K. COMMISSION MEMBER REPORTS

L. ADJOURNMENT TO SEPTEMBER 12, 2023

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, Janice Traverso at 209-274-2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF IONE
IONE, CA 95640

Agenda Item #G1

DATE: **AUGUST 8, 2023**

TO: **HONORABLE PLANNING COMMISSION**

FROM: **JEFF SETTERLUND, CITY PLANNING**

SUBJECT: **CITY PLANNER - JULY REPORT**

RECOMMENDED ACTION:

No action is requested. This is an informational item.

DISCUSSION:

The attached reports provide information on City Planner activities and development activities.

The Monthly Projects Report includes:

- The status of planning applications; and
- Plan checks received and processed.

EXHIBITS

Exhibit A – Monthly Project Report, July 2023

Exhibit A

City of Ione
Planning Department
MONTHLY PROJECT REPORT

To: Amy Gedney, City Manager; City of Ione Planning Commission

From: Jeffrey Setterlund, City Planner

Date: August 8, 2023

Report Period: July 2023

Planning Applications

Planning Commission Review:

- **(PLN23-0002) Rail Explorer's Site Plan Review.** The applicant, Rail Explorers, in partnership with the Amador Central Railroad, are requesting approval of a Site Plan Review permit in order to operate a guided railbike facility. The Site Plan Review consists of the guided railbike facility located on 702 Hunter Lane. This item requires a public hearing and is anticipated to be scheduled for the next Planning Commission meeting.

In Process

- None

Denied

- None

Appeal

- None

Plan Checks

Address	Plan Check #	Structure/Lot	Date received	Action	Date of Action
CASTLE OAKS					
1316 RIVER RUN CIRCLE	2106	108	7/6/2023	Approved	7/10/2023
1318 RIVER RUN CIRCLE	2107	109	7/6/2023	Approved	7/10/2023
1352 RIVER RUN CIRCLE	2108	XX	7/6/2023	Approved	7/10/2023
1354 RIVER RUN CIRCLE	2109	129	7/6/2023	Approved	7/10/2023
912 AVALON DRIVE	2119	219	7/13/2023	Approved	7/18/2023
1046 WILLOW DRIVE	--	52	7/27/2023	Rejected	7/27/2023
WILDFLOWER					
583 Honeysuckle	2113	--	7/21/2023	Rejected	7/25/2023

*See plan check tracking 2023.

CITY OF IONE
IONE, CA 95640

Agenda Item #I1

DATE: **August 8, 2023**

TO: **HONORABLE PLANNING COMMISSION**
FROM: **BETH THOMPSON, CITY PLANNER**
JEFFREY SETTERLUND, CITY PLANNER

SUBJECT: **SITE PLAN REVIEW – 702 HUNTER LANE RAIL EXPLORERS**

General Plan Designation: Special Planning Area

Zoning: (M-1) Limited Manufacturing and Industrial

Current Use: Vacant and undeveloped land

RECOMMENDATION:

1. Open the public hearing and take public comment; and
2. Adopt a Resolution Approving the Site Plan Review Permit for the 702 Hunter Lane Rail Explorers Facility Project (Attachment A).

BACKGROUND:

The applicant, Rail Explorers, in partnership with the Amador Central Railroad, is requesting approval of a Site Plan Review permit in order to develop a guided railbike tour facility and offer guided railbike tours on the existing Amador Central Railroad tracks (Rail Explorers Facility Project or Project). The proposed project includes the installation of temporary structures and improvements, including a storage container, officer trailer, a self-contained restroom trailer, and a ticket office. The Rail Explorers Facility Project is proposed at 702 Hunter's Lane, APN 005-130-005, approximately 400 feet west of State Route CA-124 and adjacent to the Amador Central Railroad tracks. The Project Application materials are provided as Attachment B.

As identified in Section 17.10.090, Site Plan Review, of the City of Ione Zoning Code, a discretionary site plan review permit is required for all non-residential development. A site plan review permit will be granted only when the decision-making authority makes all of the following findings:

1. The proposed project is consistent with the objectives of the general plan, complies with applicable zoning regulations, planned development master plan or specific plan provisions, improvements standards, and other applicable standards and regulations adopted by the city.

2. The proposed project will not create safety conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.
3. The site layout (orientation and placement of buildings and parking areas), as well as the landscaping, lighting, and other development features are compatible with adjacent residential and non-residential uses; and
4. The proposed project will not have an adverse impact on public health or safety.

The decision-making authority may modify plans in whole or in part and may condition the site plan review permit to ensure specific design features and conformance with all applicable provisions of the Zoning Code.

ANALYSIS:

The purpose of the proposed Project is for Rail Explorers to offer recreational guided railbike tours in partnership with the Amador Central Railroad. The proposed Project consists of the development of an approximately 0.9-acre portion of the 15.3-acre site (APN 005-130-005) with a storage container, office trailer, self-contained restroom trailer and a converted storage container to act as a ticket office adjacent to the Amador Central Railroad line. The proposed improvements to the site consist of modular buildings and trailers that are not proposed to be installed on permanent foundations, a gravel parking area, and a gravel boarding area. The proposed Project is a daytime operation, operating within the daylight hours of 7:00 am to 7:00 pm. The proposed guided railbike tours are designed to be conducted to the east, in the direction of Sunnybrook. The proposed Rail Explorers facility is shown in Figure 1 below and will include:

- A 20' x 8' ticket office;
- A 40' x 8'storage container;
- A 38' x 8' office trailer;
- Guest seating area of approximately 120' x 100';
- A 275'-long boarding area consisting of gravel;
- A 22' x 8' bathroom trailer; and
- A 125' x 70' parking area consisting of 20 parking spaces, including one accessible space pursuant to the Americans with Disabilities Act.

Figure 1. Rail Explorers Site Plan

The analysis below addresses the proposed project's consistency with the City of Ione General Plan and City of Ione Zoning Code, including the findings required for approval of a discretionary site plan review permit.

Section 17.10.090 – Site Plan Review of the Ione Zoning Code requires approval of a <u>site plan review permit</u> for this Project. The proposed Project will be beneficial to the City and will provide necessary recreational and revenue-generating services to the City.

<u>General Plan Consistency</u>

The proposed Project is designated by the General Plan as Special Planning Area (SPA) and is within the Industrial Park Policy Area, as shown in General Plan Figure 3-5 and illustrated on Figure 2 below. The land use policy and vision for the Industrial Park Policy Area is for a predominant development pattern of light and heavy industrial uses, with some commercial and office development as well (General Plan Policy LU-1.0). The proposed Project includes a portion of the Industrial Park Policy Area of the SPA. Future land planning in the Industrial Park Policy Area shall be substantially consistent with the Conceptual Land Use Plan for the Industrial Park Policy Area, as contained in Figure 3-14 of the General Plan (as shown in Figure 2 below). The project is consistent with the Conceptual Land Use Designation of the Industrial Park Policy Area as it proposes commercial recreation uses, which would not conflict with the industrial and commercial uses conceptually envisioned and conforms to the City's tree preservation ordinance as no trees are proposed to be removed. Further, the proposed use consists of temporary improvements that can be removed should the owner of the Project site proceed with an application for a more intensive industrial and commercial development as envisioned by General Plan Policy LU-1.10.

As noted in the General Plan Land Use Element Policy LU-1.10, light industrial development in this area should be consistent with the General Plan land use classification of Light Industrial and shall have Floor-Area-Ratios (FARs) ranging from a minimum of 0.25 to a maximum of 0.75. Heavy industrial development shall be consistent with the Heavy Industrial designation and shall have FARs ranging from a minimum of 0.10 to a maximum of 0.75. General commercial should be consistent with the General Commercial designation, with FARs ranging from a minimum of 0.25 to a maximum of 1.0. Office Commercial shall have FARs ranging from 0.35 to a maximum of 1.5. The maximum development capacities for this Policy Area are as follows:

- Light Industrial: 2,134,440 square feet;
- Heavy Industrial: 4,003,164 square feet;
- Office: 2,012,472 square feet;
- Retail-Commercial: 1,439,658 square feet

The improvements associated with the Project would have a FAR of approximately 0.018, which is below the minimum required FAR ratio of 0.25 for General Commercial uses at 0.024. However, the proposed Project does not include any permanent structures and is not the primary use of the property. As the proposed uses are not permanent uses and the uses are allowed as ancillary uses under the Zoning Code, the FAR requirement is anticipated to only apply to permanent structures and to not be applicable to the Project. For additional information, see the Zoning Code discussion below.

Therefore, the proposed Project is consistent with the General Plan land use classification of General Commercial.

The development of the site is consistent with the following General Plan guidance:

- The Conservation and Open Space Element, which addresses the importance of recreational opportunities being provided throughout the City.
- The Public Facilities Element, which promotes efficiency, agency collaboration, and community design in the provision, location, and operation of public facilities and services.
    - Policy PF-2.3: Public facilities and services shall be equitably distributed throughout the community to enhance the quality of life.
- The Land Use Element Policy LU-1.10 stating that: Land planning should consider that the existing heavy rail lines may be retrofitted in the future and pose opportunities for shipping and serve as connections between Ione and the greater region, State, and nation. The land plan shall be designed to protect heritage trees within the Policy Area pursuant to the City's tree preservation ordinance. The Project takes advantage of the recreational opportunities afforded by the Amador Central Railroad facility and has been designed to avoid impacts to trees within the Project area.

As described within the application materials and site plan, the Project will be designed to provide additional outdoor commercial recreation opportunities to residents of Ione and

visitors to the region and will contribute to the city's necessary recreational and revenue-generating services to the City.

Zoning Code Consistency

The Project site, which is a portion of a larger parcel, is zoned M-1 and is located adjacent to land zoned M-1 to the north and east and land zoned B-P (Business Professional) to the west and land zoned C-3 (Heavy Commercial) and M-1 to the south and southwest as shown in Figure 2. The Project's consistency with applicable provisions of the Zoning Code is discussed below.

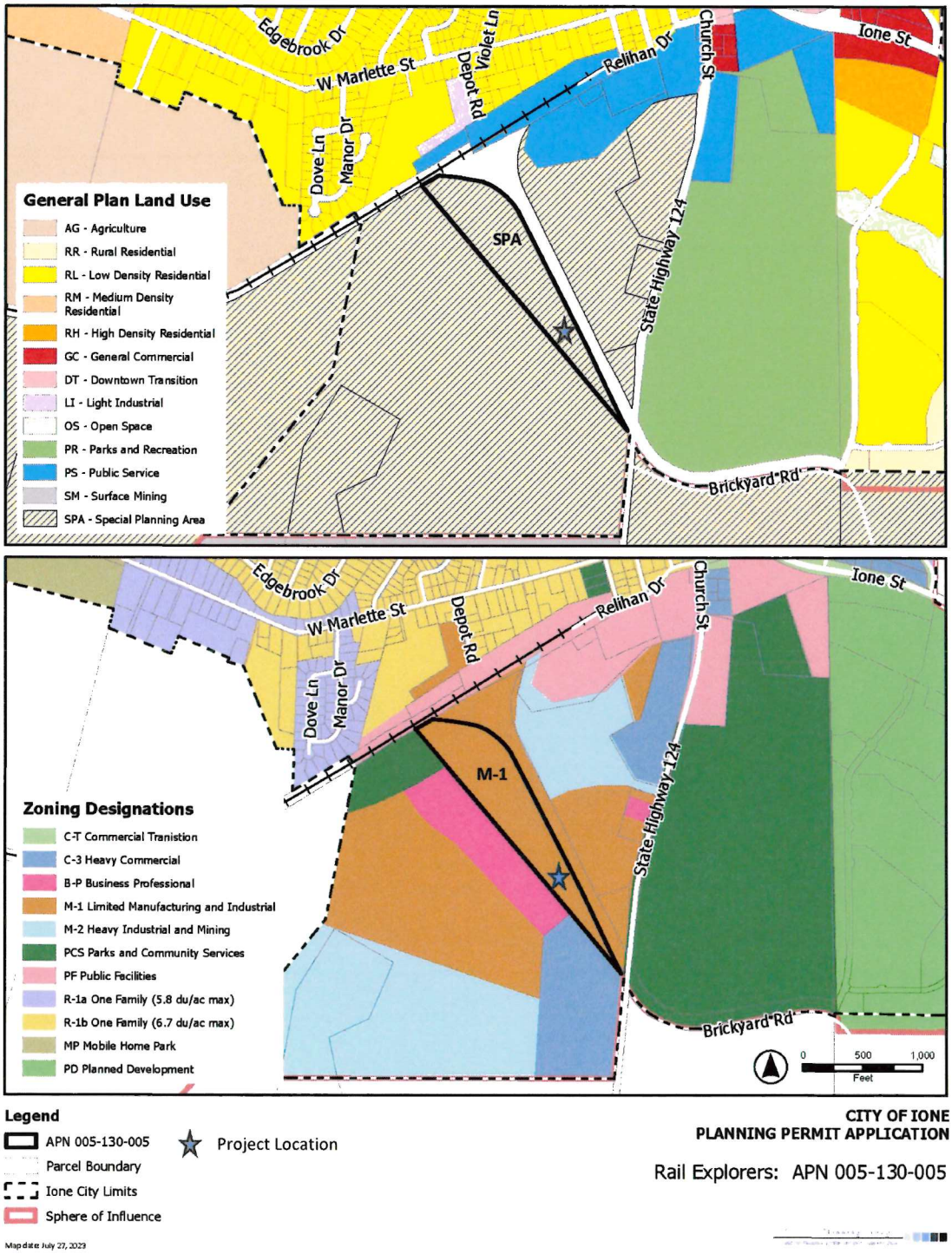
Zoning District - Allowed Uses

Section 17.24.020(C) - Characteristics of Commercial and Industrial Districts: The M-1 Limited Manufacturing Zoning District is described as follows:

> This district is intended for low to medium-intensity industrial uses that involve the manufacturing, fabrication, assembly, or processing of primarily finished materials, which occur entirely within an enclosed building. These activities, along with supportive and complementary uses, such as storage, shipping, retail, wholesale, or sales operations, are allowed in this district. Uses in this district should pose limited environmental impact in terms of noise, odors, traffic, hazardous materials, and other health and safety risks. In addition, the development standards are designed to promote attractive development that is compatible with surrounding development. Sites designated for M-1 uses should be located on medium to large sites along highways, thoroughfares, arterials, or collectors adjacent to other office, industrial, or commercial uses. Residential uses of any kind are prohibited in this district with the exception of a caretaker residence. Development should be auto-accommodating with sufficient and clearly defined parking and loading areas.

Pursuant to Section 17.24.030, Allowed Land Uses and Permit Requirements, Outdoor Commercial Recreation facilities are permitted within the M-1 Limited Manufacturing and Industrial Zoning District subject to a discretionary Site Plan Review, provided that it does not exceed ten percent of the primary structure footprint. The total leased land on the parcel that is proposed for use by the Project is approximately 40,000 square feet and therefore, the M-1 zoning district for the project site allows for a 10,000 – 30,000 square foot primary structure on the project site, according to the FAR requirements of 0.25 – 0.75. The total temporary structure area of the proposed Project is approximately 960 square feet, or approximately 0.096 to 0.024 percent of the minimum or maximum primary structure, respectively. Therefore, the proposed Project is less than 10 percent of the allowed primary structure area. The proposed Project is consistent with these standards as the proposed Project is subject to a discretionary Site Plan Review permit and the proposed Project does not include any permanent structures, so does not result in development that would exceed the 10 percent of allowed primary structure footprint maximum. Further, the proposed use As there is no primary structure at this time, the proposed Project and does not exceed ten percent of the primary structure footprint.

Figure 2. Project General Plan and Zoning Designations



Development Standards
The following development standards established by Section 17.24.040 apply to the proposed Project:

Table 1 Project Development Standards and Consistency

Development Standard	M-1 Zoning District Requirement	Project Consistency
Floor Area Ratio		
Minimum Floor Area Ratio	0.75	Project is consistent at 0.024, minimum*
Maximum Floor Area Ratio	0.75	Project is consistent at 0.096, maximum*
Allowed Residential Density		
Minimum	-	No residential density is proposed
Maximum	-	No residential density is proposed
Setbacks (minimum)		
Front and Street Side	25 ft.	25 ft.
Side	0 ft.	0 ft.
Rear	0 ft.	0 ft.
Lot size (minimum)		
Minimum Lot Size	No Minimum	No changes to lot size are proposed
Distance Between Buildings on the Same Lot	0 ft.	Project consistent with 0 ft. standard
Height (maximum)		
Height (maximum)	75 ft./6 stories	All proposed structures are 8 ft. in height

* The project does not result in development that would exceed the 10 percent of allowed primary structure footprint maximum.

As provided in the application materials, the proposed Project includes storing of facility components within storage containers to prevent unauthorized access, climbing, vandalism, graffiti, and other conditions which would result in hazardous conditions, visual blight, or unattractive nuisances.

As provided in the application materials and shown in Table 1 above, the proposed Project is consistent with all required front and interior side setbacks of 25 feet and rear setbacks of 0 feet of the M-1 Zoning Districts. Furthermore, the proposed Project is consistent with the 75 ft./6 stories maximum height limit of the M-1 zoning district.

The proposed Project is below the minimum required FAR ratio of 0.25 for Commercial uses within the M-1 zoning district at 0.024, as shown in table 1 above. According to this requirement, the M-1 zoning district for this site allows for a 10,000 to 30,000 square foot commercial use on the project site. However, the proposed Project is not the primary use of the property and is allowed as an ancillary use, not to exceed ten percent of the primary structure footprint. Therefore, the proposed Project is consistent with the development standards of the M-1 zoning district as it does not exceed 10 percent of the primary structure allowed footprint.

As provided in the application materials, the proposed Project includes only minimal directional and safety lighting. The Project includes outdoor flood lights attached to the structures for closing procedures and are directed downward to avoid spillover onto adjacent properties. Additionally, these lights would be on motion sensors to turn on and off as needed, consistent with operating hours.

The Conditions of Approval, provided as Exhibit 1 to the Resolution (see Attachment A) address compliance with City, State, and Federal laws and regulations, operation of the Project, traffic safety, lighting, maintenance of the Project site, and ensuring public health, safety, and welfare.

Site Plan Review Permit Findings
As described above, the Project meets the findings for Site Plan Review. The proposed Project is consistent with the General Plan, Zoning Code, and applicable City standards and regulations.

The proposed Project is designed in a manner that maintains and enhances existing landscaping on the site; the height limit is consistent with the maximum building height of the zoning district of the subject parcel; the Project is consistent with required setbacks; the Project is required to be designed so as to be resistant to and minimize opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions which would result in hazardous conditions, visual blight, or attractive nuisances; and the Project is designed to minimize the visual impact to the greatest extent feasible.

The establishment and maintenance of the proposed Project will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of residents or the general welfare of the city as the Project will be designed consistent with the development standards of the M-1 zoning district of the Zoning Code, California Building Standards Code, California Code of Regulations, and all local, state, and federal requirements. Furthermore, the application materials and site plan were reviewed by all City departments; including Fire, Police, Engineering, etc. Conditions of the reviews by each department are included in the Conditions of Approval.

The Project does not include features that would create safety conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. The application materials includes a Traffic Control Plan and ADA requirements that have been reviewed by the City Engineer and the City Engineer has identified that the plans included in the application are adequate for vehicular, bicycle, and pedestrian transportation modes.

The site layout (orientation and placement of the guided railbike facility), as well as the lighting, and other development features are compatible with adjacent uses as all proposed lighting facilities are required to be directed and operated in a manner which avoids spillover onto adjacent properties. Additionally, no residential uses are located adjacent to the site.

ENVIRONMENTAL DETERMINATION:

The Project is exempt from CEQA in accordance with CEQA Guidelines Section 15301, Section 15303, and Section 15304. Section 15301, Existing Facilities, consists of exemption of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. As described above, the proposed Project involves no expansion of the railroad facility that is currently used by Amador Central Railroad and will use the existing railroad facility for the guided railbike tours. Section 15303, New Construction or Conversion of Small Structures, exempts construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. As an example, the new construction of a small structure is considered exempt from the requirements of CEQA if a store, motel, office, restaurant or similar structure does not involve the use of significant amounts of hazardous substances, and does not exceed 2,500 square feet in floor area. Section 15304, Minor Alterations to Land, exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. As described above, the proposed Project consists of the placement of temporary structures totaling approximately 960 square feet in floor area, minor improvements to the Project site, the Project does not propose the use of significant amounts of hazardous substances, and the Project would not remove any trees. As such, it does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. None of the exceptions identified by CEQA Guidelines Section 15300.2 apply to the project. As such, it does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

RECOMMENDED ACTION:

Staff recommends that the Planning Commission adopt Resolution No. 23-___: A Resolution of the Planning Commission of the City of Ione Approving the Site Plan Review Permit for the 702 Hunter Lane Rail Explorers Facility Project.

ATTACHMENTS:

A. A Resolution of the Planning Commission of the City of Ione Approving the Site Plan Review Permit for the 702 Hunter Lane Rail Explorers Facility Project.
B. Rail Explorers Proposal Application and Site Plan – dated 6-29-2023.

RESOLUTION NO. PC2023-*

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IONE APPROVING THE SITE PLAN REVIEW PERMIT FOR THE 702 HUNTER LANE RAIL EXPLORERS FACILITY PROJECT

WHEREAS, the applicant, Rail Explorers, in partnership with the Amador Central Railroad, is requesting approval of a site plan review permit for the installation of a guided railbike facility project (Project) at 702 Hunter Lane adjacent to the Amador Central Railroad; and

WHEREAS, the Project applicant submitted required application materials for consideration of a Site Plan Review permit; and

WHEREAS, the Project application materials were circulated to City departments for review and consideration; and

WHEREAS, the Project has been designed and conditioned to meet the standards identified in the Zoning Code, including Chapter 17.24, Commercial and Industrial Districts, and to address the findings required for a Site Plan Review as established by Section 17.21.050 as described in the Staff Report to the Planning Commission;

WHEREAS, the project is categorically exempt from CEQA under CEQA Guidelines Section 15301, Existing Facilities, and Section 15303, New Construction or Conversion of Small Structures, and Section15304, Minor Alterations to Land, and does not conflict with any of the identified exceptions under CEQA Guidelines Section 15300.2, as the proposed Project will use the existing Amador Central Railroad facilities and is composed of small improvements. Therefore, the project is not subject to CEQA; and

WHEREAS, on August 8, 2023 at a regular/special meeting the Planning Commission held a public hearing at which time interested persons had an opportunity to testify regarding the proposed site plan review; and

WHEREAS, the Planning Commission carefully considered the staff report, testimony, and Project materials related to the site plan review.

NOW THEREFORE BE IT RESOLVED, the Planning Commission of the City of Ione approves the site plan review permit for the Rail Explorers subject to the following conditions of approval:

1. The proposed project is categorically exempt from CEQA under Section 15301, Existing Facilities, and Section 15303, New Construction or Conversion of Small Structures, and Section15304, Minor Alterations to Land, of the CEQA Guidelines and the Project does not require an exception to the exemption based on CEQA Guidelines Section 15300.2.
2. The proposed use is consistent with the City of Ione General Plan and all applicable provisions of Title 17, Zoning Code.
3. The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, planned development master plan or specific plan provisions, improvements standards, and other applicable standards and regulations adopted by the city.
4. The proposed project will not create safety conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

5. The site layout (orientation and placement of structures and parking areas), as well as the landscaping, lighting, and other development features are compatible with adjacent residential and non-residential uses; and
6. The proposed project will not have an adverse impact on public health or safety.
7. The proposed project, including all construction, operations, and maintenance activities, shall be improved, operated, and maintained in conformance with the plans and illustrations as submitted with the application and provided as an attachment to the Planning Commission staff report for this item and shall be improved, operated, and maintained in conformance with the Conditions of Approval attached as Exhibit 1.

The foregoing Resolution of the Planning Commission of the City of Ione was duly introduced and adopted by the Planning Commission at a regular meeting on August 8, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Amber Hoiska, Chairman

ATTEST:

_____
Janice Traverso, City Clerk

Exhibit 1

CONDITIONS OF APPROVAL

1. Approval is granted for the Site Plan Review for the Rail Explorer's railbike facility as described in the application dated May 2, 2023 and supplemental materials provided by the Project applicant and included as Attachment B in the Planning Commission Staff Report for this item.

2. The approval is limited to the Project as proposed in Attachment B and modified by these Conditions of Approval. Any revision to the Project, including development of additional parking or improved areas, placement of additional temporary structures, or development of permanent structures, shall require a separate Project application, discretionary review, and approval of appropriate permits.

3. No sound may emanate from the property, which causes an undue disturbance more than one-hundred (100) feet from the event site or violates the Noise Ordinance. The Police Department has the authority to require modifications or require termination of the noise source in the event of a noise issue.

4. The Project shall be constructed, improved, and operated in accordance with all applicable laws and regulations, including City, State, and Federal laws and requirements.

5. All applicable permits shall be obtained from other agencies prior to commencement of this use, including, but not limited to City of Ione Public Works Department, City of Ione Building Department, City of Ione Police Department, City of Ione Fire Department, Amador Central Railroad, Amador County Public Health Department, Amador County Planning Department, and Amador County Environmental Health Department clearances.

6. The applicant shall ensure that a Traffic Control Plan and agreement with the Amador Central Railroad Corporation is reviewed, approved, and implemented to the satisfaction of the City Engineer.

7. Any temporary improvements and debris shall be removed and restored to their former condition immediately following each day of use.

8. All structures, ancillary structures, temporary structures, storage containers, ticket booths, maintenance structures, loading platforms, fending, signage, parking facilities, boarding area, and all other permanent or temporary improvements on the site shall be maintained in good repair.

9. The Project site shall be maintained in a neat and clean manner and addressing any unsafe, hazardous nuisance or unsightly conditions, including but not limited to graffiti, vandalism, overgrowth of vegetation, obstruction by trees or plants, storage of water or refuse, storage of any inoperable equipment, and/or presence of other potential nuisances or hazards to the adjacent uses, adjoining properties, or the general public.

10. Hours of operation shall be from 7:00 a.m. to 7:00 p.m daily. The City Planner shall have the authority to modify the hours of operation.

11. Lighting giving a ground level illumination of 1 foot-candle shall be provided in the parking area during the time accessible to the public and Project employees in non-daylight hours.

12. All lighting shall be shielded to prevent glare on contiguous properties and to prevent upward lighting.

13. Surface parking abutting a street shall be separated from the street by an ornamental fence, wall, or compact evergreen hedge having a height of not less than two feet and maintained at a height of not more than four feet.

14. The applicant shall ensure that all applicable stormwater quality requirements are met. All storm drains within the project are protected from debris and/or wash water.

15. The applicant shall ensure that the project is compliant with all applicable Americans with Disabilities Act (ADA) act requirements.

16. The applicant shall ensure any electrical work shall be required to meet the California Electrical Code through the City of Ione Building Department.

17. The applicant shall ensure all roads and driving aisles within the Project site be a minimum width of 20 feet and an all-weather surface capable of supporting fire apparatus.

18. The applicant shall ensure that emergency vehicle access is provided pursuant to the standards and requirements of the City of Ione Fire Department.

19. The applicant shall ensure all weeds and wildland growth be kept cut to two inches (2") or less and a minimum of fifty feet (50') clearance.

20. The applicant shall ensure all temporary structures be equipped with proper exits and occupant load posted.

21. The applicant shall ensure all containers are equipped with a 2A10BC fire extinguisher.

22. The applicant shall ensure the address is posted is at least three inches (3") in height and visible from Hunter Lane.

23. All structures shall meet the requirements of Title 19 of the California Code of Regulations. No open fires are allowed within the vicinity of the project.

24. The City of Ione and its agents, officers, employees, and consultants shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.

25. The City Planner shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

26. The City Planner shall have the right to modify or terminate this permit at any time if any of the terms of such permit or the conditions of approval for said permit are violated, or for other good cause deemed necessary to maintain or improve the public right-of-way or to preserve and protect the health, safety, and welfare of the public.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Planning Commission of the City of Ione will hold a public hearing at 6:00 P.M. at its regular meeting on August 8, 2023, to give the public the opportunity to comment on the following items:

Site Plan Review (PLN23-0002) – Site plan review of the 702 Hunter Lane Rail Explorers Facility Project, a guided railbike facility located on APN 005-130-005, 702 Hunter Lane approximately 400 feet west of State Route CA-124 and adjacent to the Amador Central Railroad tracks.

The applicant, Rail Explorers, is requesting approval of a Site Plan Review permit in order to install and operate a guided railbike facility. The project is categorically exempt from CEQA review under CEQA Guidelines Section 15301, Existing Facilities, Section 15303, New Construction or Conversion of Small Structures, and Section 15304, Minor Alterations to Land.

PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-25-20, THE PLANNING COMMISSION OF THE CITY OF IONE WILL BE CONDUCTING ITS MEETING BOTH IN PERSON AND VIA ZOOM CONFERENCE. THE CHAIR WILL CALL THE MEETING TO ORDER AND AT THE APPROPRIATE TIME WILL INVITE THE PUBLIC TO MAKE PUBLIC COMMENT VIA ZOOM AS WELL AS IN PERSON. PUBLIC COMMENT WILL ALSO BE ACCEPTED BY EMAIL AT jtraverso@ione-ca.com. ALL EMAILS MUST BE RECEIVED PRIOR TO THE START OF THE MEETING AND WILL BE INCORPOPRATED INTO THE RECORD. WRITTEN COMMENTS MAY ALSO BE SUBMITTED TO THE CITY CLERK, CITY OF IONE, P.O. BOX 398, IONE, CA 95640 AND MUST BE RECEIVED NOT LATER THAN 6:00 P.M. TUESDAY, AUGUST 8, 2023.

The staff report, site plan, and supporting materials will be available for public review on the City's website and at City Hall at least 72 hours in advance of the meeting. Interested persons should attend the Planning Commission meeting on Tuesday, August 8, 2023 at 6:00 p.m., in person or by Zoom conference, in order to make their comments known. A Zoom link will be provided on the Planning Commission agenda for August 8, 2023.

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice, or in written correspondence delivered to the City at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 209-274-2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dated: Friday, July 28, 2023
Janice Traverso, City Clerk

City of IONE PLANNING PERMIT APPLICATION

City of Ione
RECEIVED
MAY 02 2023
Notes:

Type of application:

- O Uniform Sign Program
- O Variance
- O Site Plan Review
- O Development Agreement
- O Specific Plan
- O General Plan Amendment
- O Tentative Map-Parcel Map (1-4 lots)
- O Reasonable Accommodation(s)
- O ~~Conditional Use Permit~~
- O Architectural Design Review
- O Planned Development
- O Zoning Code Amendment (Text or Map)
- O Boundary Line Adjustment
- O Tentative Map-Final Map (5+ lots)
- O Other: _____

*Note: Funds provided with application are a deposit; actual costs will be invoiced to the applicant on a time and materials basis.

CITY USE ONLY

Application No: _____

Date submitted: 5/2/23

Rec'd by: _____ Deposit: 180.00

Receipt No: 7011

Architectural Design Review for Historic Overlay Only: (circle one)
O Administrative O Comprehensive

PROPERTY INFORMATION

Project Name: Kreth Hunters Lane

Assessor's Parcel Number: 005130005000

Property Address/Location: Hunters Lane

Existing General Plan/Zoning: M1-Limited Manufacturing and Industrial

Gross Acres: 15.3

Project Detail: (submit separate attachment if necessary) Rail Explorers, in partnership with the Amador Central Railroad, will offer guided Railbike tours on the existing train tracks in the direction of Sunnybrook.

Rail Explorers intends to Place a Storage Container, Office trailer, Self Contained Restroom trailer and

A converted storage container to act as a ticket office. See Attached Document for dimensions and examples.

Existing Use of the Property: ~~Brown Field~~ vacant

The project is served by the following type of water service (check one): NA Public water NA Well Water

The project is served by the following type of sewage service (check one): NA Domestic Sewer NA Septic

CONTACT INFORMATION

The Planning Department will notify the applicant and one other individual of all proceedings regarding this application. Please supply the name, address, and phone of the additional person to receive such notification.

Property Owner

Name: Rick Kreth
Contact:
Address:
City, Zip:
Phone:
Fax:
Email:

Applicant/Agent

Name: Rail Explorers
Contact: Larry Belka
Address: 14 Regatta Way Suite 4
City, Zip: Portsmouth RI. 02871
Phone: 508-332-0465
Fax:
Email: Larry@railexplorers.net

Billing Address:

Name: Rail Explorers
Contact: Larry Belka
Address: 14 Regatta Way Suite 4
City, Zip: Portsmouth RI 02871
Phone: 508-332-0465
Fax:
Email: Larry@railexplorers.net

HAZARDOUS WASTE AFFIDAVIT

Government Code Section 65962.5 requires each applicant for any development project to consult the State Hazardous Waste and Substance Sites List. Based on this list (available from the Planning Department) the applicant is required to submit a signed statement to the City of Ione indicating whether the project is located on a site which is included on the list before the City accepts the application as complete. If the project site is listed by the State as a hazardous waste or substance site, the applicant must fully describe the nature of the attached hazard and potential impacts in the Initial Study. In either situation the applicant must complete and sign the Affidavit in the space below.

The applicant(s) have been informed by the City of Ione of their responsibilities pursuant to Section 65962.5 to notify the City as to whether the site for which a development application has been submitted is located within an area which has been listed as the location of a Hazardous Waste or Substance Site by the Office of Planning and Research, State of California.

____The project site is located in an area listed as a Hazardous Waste or Substance Site.
✓ The project site is not in an area listed as a Hazardous Waster or Substance Site.

The applicant(s) declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Applicant Signature

5-2-23
Date

AGREEMENT AND REPRESENTATIONS OF APPLICANT

This application is not complete, and processing of this application will not begin, until all initials and signatures are provided:

1) Applicant(s) acknowledge and agree that by making this application, and under the authority of Government Code Section 65105, that in the performance of their functions, City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. _____ (Initial)

2) Applicant(s) certify under penalty of perjury that they are the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney, or the owner's authorized representative (include a consent form from the owner). _____ (Initial)

3) Applicant(s) acknowledge and agree that they have included all of the required items in hard copy (see submittal checklist for size requirements) or digital format compatible with Microsoft Office Software and understand that missing items may result in delaying the processing of their application; furthermore, all application materials, and any outstanding balances accrued above the original deposit, must be submitted/paid prior to Public Hearing Notice publication. They further acknowledge and agree that by signing this document, they accept the responsibility of posting public site notification boards (inquire with staff) regarding the proposed project at the project site. _____ (Initial)

4) *For Architectural Design Review only:* applicant(s) acknowledge that they are aware of the City's procedures to provide Public Notice of Filing of an application for Administrative Architectural Design Review for all Administrative Architectural Design Review applications; and that if a written request for a Public Hearing is received within the time period established in Section 17.10.035.C of the Municipal Code; or if the City Planner elevates the project to Comprehensive Architectural Design Review because such project is not in substantial conformance with applicable provisions for the Historic Overlay (H) District, or the City Planner determines that location, size, or design of the project causes it to warrant a hearing before the Planning Commission; the application will then be processed in accordance with the procedures for Comprehensive Architectural Design Review, and a fully noticed Public Hearing shall be required. ___NA___ (Initial if application is for Architectural Design Review *only*; otherwise, write "Not Applicable")

5) Applicant(s) agree to defend, indemnify and hold harmless the City of Ione ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant(s) of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant(s) of any Claim or if the City fails to cooperate fully in the defense, the Applicant(s) shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant(s) may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant(s). _____ (Initial)

6) Applicant(s) acknowledge and agree that the Deposits (hereinafter "Funds") paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the Application Process, and that periodically, as the need arises, Applicant(s) may be called upon to make further deposit of Funds. Applicant(s) agree that there shall always remain on deposit with the City sufficient Funds to cover the anticipated costs to be incurred with the Application Process for a period of thirty (30) business days. In the event, for any reason, a City request for further deposit of Funds from Applicant(s) is not fully satisfied, within thirty (30) business days the City shall cease processing of this application and the related project, and shall record the failure to make the requested deposit of Funds as the Applicant(s) request to cease processing the application. In addition, should the Funds on deposit ever fall below an amount, estimated by the City in its sole discretion, sufficient to cover the anticipated costs to be incurred in the Application Process for a period of thirty (30) business days, the City shall cease processing of the application and cancel same, and shall record the lack of Funds as the Applicant(s)' request

to cease processing the application. The advance of Funds shall not be dependent upon the City's approval or disapproval of the Applicant(s)' application, or upon the result of any action, and shall in no way influence the Project. Neither Applicant(s) nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the results of the Application Process or the selection of an alternative favorable to or benefiting Applicant(s). _____(Initial)

7) Applicant(s) acknowledge and agree that this application sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No contemporary or subsequent alteration, amendment, change or addition to this application form shall be binding upon the City unless reduced to writing and signed by the City Manager, or his/her designee. No course of conduct shall be binding upon the City and waiver of one or more provisions or violations shall not be construed as a course of conduct to be relied upon and may not be the basis for any expectation of future waiver or estoppel. _____ (Initial)

8) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application and Applicant(s) acknowledge and agree that they have not relied upon any promises, representations, conditions or understandings other than those set forth in this application. _____ (Initial)

9) This Application shall be a public record. _____ (Initial)

10) This Application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Application, the venue for any legal action shall be with the appropriate court in the County of Amador, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorney's fees, and legal expenses, including but not limited to expert fees and costs. _____ (Initial)

IT IS SO AGREED:

_____	4/29/23
Applicant Signature	Date
Richard H Kwak	5-2-23
Property Owner Signature	Date

City of IONE

LETTER OF AUTHORIZATION

This Letter of Authorization is only required if the Applicant/Agent is someone other than the owner of the property. A letter signed by the property owner(s) may be submitted in lieu of this form. The letter must identify the person being authorized to represent the owner(s) and the application(s) being submitted.

This form shall serve to notify the City of Ione that I am/we are the legal owner(s) of the property described in the attached application and do hereby authorize the person/firm shown below to file and represent my/our interest in the application(s) listed below.

Authorized Person:

Name/Firm: Larry Belka/Rail Explorers

Address: 14 Regatta Way Suite 4

City/State/Zip: Portsmouth Rhode Island 02871

Phone: 508-332-0465

Application: _____

Legal Owners:

I am/we are the legal owner(s) of the said property; have read the foregoing letter of authorization and know the contents thereof; and do hereby certify that the same is true of my/our own knowledge. I/we certify (or declare) under penalty of perjury under the laws of the State of California that the information contained in the above referenced application(s) is true and correct.

Printed Name Rick Kreth Date 4/27/23

Signature _____

Printed Name _____ Date _____

Signature _____

Printed Name _____ Date _____

Signature _____

CITY OF IONE
FIRE DEPARTMENT

Fire Life Safety

April 17, 2023

Richard Kreth – Kreth Trucking
601 S. Church St
Ione Ca. 95640

Re: Hunter Lane – Recreational Rail road Speeders site

The City of Ione Fire Department has done a courtesy review of the proposed placement of shipping containers on the east side of Hunter lane for the purpose of the railroad recreational speeders club to be used as a ticket office, Snack shack , and Bathrooms.

This will still need to be addressed with city hall for any permits or concerns.

We understand this is to be used as a temporary condition until a permanent building is constructed, with this in mind we will allow the use of ONLY METAL SHIPPING CONTAINERS will be allowed due to the lack of a fire hydrant system within 150 ft of the site.

Any electrical work shall be required to meet the California Electrical Code through the Ione Building department.

All roads shall be a minimum of 20 feet on width and an all weather surface capable of supporting fire apparatus.

All weeds and wild land growth shall be kept cut to 2" or less and a minimum of 50 clearance

All containers shall be equipped with proper exits and occupant load posted

All containers shall be equipped with a 2A10BC fire extinguisher.

The address shall be posted 3" in height visible from the street .

This is a courtesy notice review Only, please feel free to contact me if there are any questions

209-256-4498

Ken A. Mackey
Fire Chief

CERTIFICATION OF TRUST
PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

I/We, Richard H. Kreth, trustee(s) of the RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021 confirm the following facts:

1. The RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021 (Name of Trust) is currently in existence and was created on July 27, 2021 (Date of Trust).

2. The settlor(s) of the trust are as follows:
   RICHARD H. KRETH

3. The currently acting trustee(s) of the trust is/are:
   RICHARD H. KRETH

4. The power of the trustee(s) includes:
   (a) The powers to sell, convey and exchange ☒ Yes ☐ No (check one)
   (b) The power to borrow money and encumber the trust property with a deed of trust or mortgage ☒ Yes ☐ No (check one)

5. The trust is ☒ revocable; ☐ irrevocable (check one) and the following party(ies) if any, is/are identified as having the power to revoke the trust:
   RICHARD H. KRETH

6. The trust ☐ does; ☒ does not have multiple trustees (check one). If the trust has multiple trustees, the signatures of all the trustees or of any N/A of the trustees is required to exercise the powers of the trust.

7. The trust identification number is as follows:
   56[redacted]767
   (Social Security Number/Employee Identification Number)

8. Title to trust assets shall be taken in the following fashion RICHARD H. KRETH as Trustee of the RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021

The undersigned trustee(s) hereby declare(s) that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. This certification is being signed by all of the currently acting trustees and is being executed in conformity with the provisions of California Probate Code Section 18100.5.

Dated: 12-30-22

RICHARD H. KRETH, TRUSTEE

TRUSTEE

TRUSTEE

TRUSTEE

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

STATE OF CALIFORNIA
COUNTY OF AMADOR } SS:

On 12/30/2022 before me,
JAMES D. WIGGEN, Notary,
personally appeared RICHARD H. KRETH, TRUSTEE,
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 _____ (Seal)

JAMES D. WIGGEN
Comm. #2348048
Notary Public · California
Amador County
Comm. Expires Feb 19, 2025

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment For Title Insurance
(08-01-2016; Technical Corrections 04-02-18)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

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File No.: TWR-122828-C

AMERICAN LAND TITLE ASSOCIATION

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

Transaction Identification Data for reference only:

Issuing Agent: Iron Crest National Title Company

Issuing Office: 27349 Jefferson Avenue, Suite 209 Temecula, CA 92590

File Number: TWR-122828-C

SCHEDULE A

1. Commitment Date: **August 15, 2022 8:33AM**
2. Policy or Policies to be issued:

   a. [X] 2006 ALTA Owner's Policy

   Proposed Insured: **VB BTS II, LLC**
   Proposed Policy Amount: **$250,000.00**

   b. [ ] 2006 ALTA Loan Policy

   Proposed Insured: **VB BTS II, LLC**
   Proposed Policy Amount: **$0.00**

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in: **Richard H. Kreth, Trustee of the Richard H. Kreth Revocable Living Trust dated July 27, 2021**
5. The Land is described as follows: **See Exhibit "A" attached hereto and made a part hereof**

Iron Crest National Title Company

By: _____
Authorized Signer

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF AMADOR, STATE OF CA, AND IS DESCRIBED AS FOLLOWS:

ALL OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN JOINT TENANCY DEED AND INDENTURE AS OF JULY 12, 1961, RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA, AT BOOK 102, PAGES 1 THROUGH 8, INCLUSIVE, WHICH IS HEREBY INCORPORATED HEREIN BY EXPRESS REFERENCE AS THOUGH FULLY SET FORTH, SAID PROPERTY BEING HEREBY SPECIFIED BUT NOT AS A LIMITATION AS BEING WITHIN THE BORDERS OF THE TOWN OF IONE, TOGETHER WITH THE PROPERTY DESCRIBED AT BOOK 102, PAGE 2 OF THE AFORESAID OFFICIAL RECORDS AS ITEM "(B)", SAID PROPERTY HAVING BEEN SUBSEQUENTLY ACQUIRED BY THE PREDECESSORS OF GRANTOR HEREUNDER PURSUANT TO THAT CERTAIN CORPORATION GRANT DEED DATED APRIL 2, 1971 AND RECORDED IN THE AFORESAID OFFICIAL RECORDS AS DOCUMENT 2033 AT BOOK 208, PAGE 63; PARGAS OF MARTELL, INC. A CALIFORNIA CORPORATION, BEING THE GRANTOR TO HARLEY H. KRETH AND THELMA M. KRETH, HUSBAND AND WIFE, THEREUNDER.

EXCEPT AS FOLLOWS:

A. THE PROPERTY DESCRIBED AS "PARCEL 3" THEREOF, BEGINNING AT BOOK 102, PAGE 5 OF THE AFORESAID OFFICIAL RECORDS IS HEREBY EXPRESSLY EXCLUDED AND EXCEPTED FROM THIS CONVEYANCE.

B. THE PROPERTY DESCRIBED AS "PARCEL 4" THEREOF, BEGINNING AT BOOK 102, PAGE 7 OF THE AFORESAID OFFICIAL RECORDS IS HEREBY EXPRESSLY EXCLUDED AND EXCEPTED FROM THIS CONVEYANCE.

C. THAT PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED DATED JANUARY 29, 1981, RECORDED IN THE AFORESAID OFFICIAL RECORDS AS DOCUMENT 609, AT BOOK 390, PAGE 22, CONVEYED BY GRANTORS TO RICHARD H. KRETH AND VALERIE M. KRETH, IS HEREBY EXPRESSLY EXCLUDED AND EXCEPTED FROM THIS CONVEYANCE.

D. THOSE PROPERTIES RESPECTIVELY SHOWN AND DEPICTED AS "ADJUSTED PARCEL 1, 25.17 ACRES" AND "ADJUSTED KRETH TRUST, 11.71 ACRES" ON PARCEL MAP NO. 2803, BOUNDARY LINE ADJUSTMENT FOR HARLENE M. FREDRICK AND RICHARD HARLEY KRETH, SUCCESSOR TRUSTEES, ETC., ET AL., FILED MAY 13, 2010, IN BOOK 62 OF MAPS AND PLATS AT PAGE 40 (62 M 40), AS INSTRUMENT NO. 2010-0003479, ARE HEREBY EXPRESSLY EXCLUDED AND EXCEPTED FROM THIS CONVEYANCE.

THIS CONVEYANCE IS INTENDED TO PERTAIN TO AND COVER SOLELY THE PARCEL SHOWN AS "5, 15.3AC." ON THE EXCERPT FROM AMADOR COUNTY, CALIFORNIA, ASSESSOR'S MAP BK. 05, PG. 13, ATTACHED HERETO AS PAGE 2 TO THIS EXHIBIT A.

PARCEL NO. 005-130-005-000

THIS BEING THE SAME PROPERTY CONVEYED TO RICHARD H. KRETH, TRUSTEE OF THE RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021 FROM RICHARD H KRETH, AS SURVIVING TRUSTEE OF THE

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AMERICAN LAND TITLE ASSOCIATION

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

KRETH 1994 REVOCABLE TRUST IN DEED DATED SEPTEMBER 2, 2021 AND RECORDED OCTOBER 1, 2021 AS INSTRUMENT NO. 2021-0011264.
TITLE TO THE ABOVE REFERENCED PROPERTY CONVEYED TO RICHARD H. KRETH, TRUSTEE OF THE RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021 FROM VALERIE MARION KRETH, DECEASED AND RECORDED ON OCTOBER 1, 2021 IN BOOK N/A N/A, PAGE .

Parcel ID: **005-130-005-000**
Property Commonly Known as: **0 Ruta Estatal de California 124, Ione, CA 95640**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, Part I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   a. Deed of Trust or Mortgage from VB BTS II, LLC to in the amount of $0.00 to be recorded among the Land Records of Amador, State of California.

      Deed from Richard H. Kreth, trustee of the Richard H. Kreth Revocable Living Trust Dated July 27, 2021 to VB BTS II, LLC to be recorded in the amount of $250,000.00 in the Land Records of Amador, State of California.

5. Obtain and File Satisfactory resolution of the following matters:

   Type of Tax: County

   For the period: 2021-2022

   In the amount of:

   1st Installment: $483.84 (paid)

   2nd Installment: $483.84 (paid)

   Tax parcel ID: 005-130-005-000

   Date Due:

   1st Installment: 12/10/2021

   2nd Installment: 4/10/2022

   Interest and penalties may accrue.

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6. Subject to review of current survey of tower site and easements prior to issuance of policy.

7. WITH RESPECT TO THE Richard H. Kreth, Trustee of the Richard H. Kreth Revocable Living Trust dated July 27, 2021, THE FOLLOWING MUST BE SUBMITTED:

A) A certified true copy of the trust agreement for showing authority and powers of trustee(s) to enter into the subject transaction.

B) An original trustee certification executed by the trustee(s) to be executed with documents.

8. Lease from Richard H. Kreth, Trustee of the Richard H. Kreth Revocable Living Trust dated July 27, 2021 to VB BTS II, LLC.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Any rights, interests or claims, which are not shown by the public records but which could be ascertained by an inspection of Land or which may be asserted by persons in possession thereof.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;(c) water rights, claims or title to water, whether or not the matters excepted under (a),(b) or (c) are shown in the public records.

4. Taxes and assessments for the year and all subsequent years are a lien but not yet due and payable.

5. Easement between Harley H. Kreth and Thelma M. Kreth, his wife; and City of Ione, a municipal corporation, dated March 31, 1973 and recorded July 19, 1973 in (book) 246 (page) 78 (instrument) 4094, in Amador County, California.

6. Any and all matters disclosed on the map entitled "Plat of F.P. Tomaiuolo Ranch" dated January 22, 1948 and recorded January 22, 1948 in , (instrument) 39 in Amador County, California.

7. Rights of fee simple owners in and to the subject property.

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AMERICAN LAND TITLE ASSOCIATION

CHAIN OF TITLE

(FOR INFORMATIONAL PURPOSES ONLY)

DEED TYPE: AFFIDAVIT - DEATH OF TRUSTEE
GRANTORS: VALERIE MARION KRETH, DECEASED
GRANTEES: RICHARD H. KRETH
INSTRUMENT: 2021-0011263
DATED: SEPTEMBER 2, 2021
RECORDED DATE: OCTOBER 1, 2021
CONSIDERATION: $0.00
BOOK: (BOOK) N/A N/A

DEED TYPE: QUIT CLAIM DEED
GRANTORS: RICHARD H KRETH, AS SURVIVING TRUSTEE OF THE KRETH 1994 REVOCABLE TRUST
GRANTEES: RICHARD H. KRETH, TRUSTEE OF THE RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021
INSTRUMENT: 2021-0011264
DATED: SEPTEMBER 2, 2021
RECORDED DATE: OCTOBER 1, 2021
CONSIDERATION: $0.00
BOOK: (BOOK) N/A N/A

DEED TYPE: GRANT DEED
GRANTORS: RICHARD H KRETH
GRANTEES: RICHARD H KRETH AND VALERIE M KRETH, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
INSTRUMENT: 2011-0005531-00
DATED: JULY 15, 2011
RECORDED DATE: JULY 15, 2011
CONSIDERATION: $0.00
BOOK: (BOOK) N/A N/A

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DEED TYPE: TRUST TRANSFER DEED
GRANTORS: RICHARD H KRETH AND VALERIE M KRETH
GRANTEES: RICHARD H KRETH AND VALERIE M KRETH, AS TRUSTEES OF THE KRETH 1994 REVOCABLE TRUST
INSTRUMENT: 2011-0005532-00
DATED: JULY 15, 2011
RECORDED DATE: JULY 15, 2011
CONSIDERATION: $0.00
BOOK: (BOOK) N/A N/A

DEED TYPE: DISTRIBUTION GRANT DEED
GRANTORS: HARLENE M. FREDRICK, AS TRUSTEE OF THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST
GRANTEES: RICHARD H KRETH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY
INSTRUMENT: 2010-0010479-00
DATED: NOVEMBER 23, 2010
RECORDED DATE: DECEMBER 29, 2010
CONSIDERATION: $0.00
BOOK: (BOOK) N/A N/A

DEED TYPE: AFFIDAVIT - DEATH OF TRUSTEE
GRANTORS: THELMA MARIE KRETH, DECEASED
GRANTEES: HARLENE M. FREDERICK
INSTRUMENT: 2009-0008512-00
DATED: OCTOBER 19, 2009
RECORDED DATE: OCTOBER 21, 2009
CONSIDERATION: $0.00
BOOK: (BOOK) N/A N/A

DEED TYPE: TRUST TRANSFER DEED
GRANTORS: THELMA R. KRETH, TRUSTEE OF THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST DATED JUNE 19, 1985
GRANTEES: THELMA M. KRETH, TRUSTEE OF THE EXEMPTION TRUST CREATED UNDER THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST DATED JUNE 19, 1985
INSTRUMENT: 003320

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AMERICAN LAND TITLE ASSOCIATION

DATED: APRIL 28, 1989
RECORDED DATE: MAY 5, 1989
CONSIDERATION: $0.00
BOOK: (BOOK) 0569 073

DEED TYPE: GRANT DEED
GRANTORS: HARLEY H. KRETH AND THELMA M. KRETH
GRANTEES: HARLEY H. KRETH AND THELMA M. KRETH, TRUSTEES OF THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST
INSTRUMENT: 4831
DATED: JUNE 19, 1985
RECORDED DATE: AUGUST 9, 1985
CONSIDERATION: $0.00
BOOK: (BOOK) 470 632

DEED TYPE: JOINT TENANCY DEED
GRANTORS: J. WESLEY SIBOLE AND VIOLETTE J. SIBOLE, HIS WIFE
GRANTEES: HARLEY H. KRETH AND THELMA M. KRETH, HUSBAND AND WIFE
INSTRUMENT: 1723
DATED: JULY 12, 1961
RECORDED DATE: JULY 17, 1961
CONSIDERATION: $10.00
BOOK: (BOOK) 102 1

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AMERICAN LAND TITLE ASSOCIATION

WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
   (b) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I – Requirements; and
   (f) Schedule B, Part II – Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I – Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(i) through 5(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. INTENTIONALLY OMITTED

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AMERICAN LAND TITLE ASSOCIATION

1723

Joint Tenancy Deed

This Indenture *made the* 12th *day of* July *one thousand nine hundred and* sixty-one

Between J. WESLEY SIBOLE and VIOLETTE J. SIBOLE, his wife,

the part ies *of the first part,*

and

HARLEY H. KRETH and THELMA M. KRETH, husband and wife,

the parties of the second part,

Witnesseth: *That the said part* ies *of the first part, in consideration of the sum of* Ten ($10.00) ---------- *dollars, lawful money of the United States of America, to* them *in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, and sell unto the said parties of the second part, in joint tenancy and to the survivor of them, and to the heirs and assigns of such survivor forever, all that certain lot, piece or parcel of land situate in* the *County of* Amador *, State of* California *and bounded and described as follows, to wit:*

DESCRIPTION

That certain real property situate in the County of Amador, State of California, described as follows:

PARCEL 1: Beginning at the Southwest corner of the Catholic Church and Cemetery lot, in Ione, said County and State, and thence run as follows:

(1) North 81° 15' East, along the southerly boundary line of said Church lot, 153 feet;
(2) North 79° 50' East, along said latter line, 144 feet, to the Southeast corner of said Church lot on the west side of the road leading from Ione to Buena Vista;
(3) South 11° 45' West, along said latter line, 399 feet;
(4) South 17° 07' West, 2,184.12 feet along said latter line to a point on the northerly line of the Amador Central Railroad right-of-way, 50 feet northerly from the center of the railroad tract;
(5) North 25° 28-1/2' West along the northerly line of said railroad right-of-way, 1,864.39 feet;
(6) Along a curve, the radius of which is 523.14 feet to the right, a distance of 591.3 feet through an angle of 63° 31' to a point on the southerly line of the Southern Pacific Railroad Company's right-of-way;
(7) North 59° 17-1/2' East, along said latter line 474.5 feet to the Northwest corner of the Pacific Gas and Electric Company's Substation;
(8) South 30° 42-1/2' East, 103.1 feet to the Southwest corner of said Substation;
(9) South 59° 17-1/2' West, 99.7 feet;
(10) South 6° 22' East, 371.7 feet;
(11) South 84° 9' East, 153 feet;
(12) North 73° 34" East, 238 feet and
(13) North 42° 17' East, 559.2 feet, to the place of beginning.

Containing 43.55 acres, more or less.

EXCEPT the following described parcels of land:

(a) Deed, J. Wesley Sibole and Violette J. Sibole, his wife, to Ione Union High School District of Amador County, dated October 23, 1947, recorded December 12, 1947 in Vol. "31" of Official Records, Page 425, records of Amador County, described as follows:

Commencing at the Northwest corner of the tract of land described

in deed of Amador Central Railroad Company to the Ione Union High School, which said deed is recorded in Vol. "21" of Official Records, Page 295, thence

(1) South 6° 32' East, 372.4 feet to the Southwest corner of said property conveyed by Amador Central Railroad Company to Ione Union High School by deed recorded in Vol. "21" of Official Records, page 295, thence
(2) North 85° 09' West 255.6 feet to a 1 inch iron pipe, thence
(3) North 8° 38' West, 208.7 feet to a 1 inch iron pipe, thence
(4) North 59° 46' East, 282.1 feet to a 1 inch iron pipe, being the point of commencement and containing 1.68 acres, more or less.

(b) Deed, J. Wesley Sibole and Violett J. Sibole to Maco Gas Company, a corporation, dated September 15, 1952, recorded September 16, 1952 in Vol. "50" of Official Records, Page 137, records of Amador County, described as follows:

Beginning at a 3/4" diameter iron pipe marking the Northwest corner of the lot herein described and located on a fence line on the South line of the Catholic Cemetery Lot in the Town of Ione, and from which pipe the Southwest corner of said Catholic Cemetery Lot bears South 80° 26' West, 82.68 feet distant, said latter corner being located South 29° 16' West 2744.1 feet distant from the Northwest corner of Section 30, Township 6 North, Range 10 East, M.D.B.&M.; thence

(1) North 79° 05' East, 214.87 feet along said cemetery fence to a 1/2" diameter iron bolt set on the west line of California State Highway No. 88, running southerly from Ione; thence
(2) South 10° 32' West, 239.28 feet along the west line of said highway to a 3/4" diameter iron pipe; thence
(3) North 79° 28' West, 200.0 feet to a 3/4" diameter pipe; thence
(4) North 10° 32' East, 160.73 feet to the point beginning,

Containing 0.918 acres, more or less.

(c) Deed J. Wesley Sibole and Violette J. Sibole, his wife, to Ione Union High School District of Amador County, dated October 23, 1953, recorded November 6, 1953 in Vol. "53" of Official Records, page 300, records of Amador County, described as follows:

Beginning at a point on the south line of the land of the Southern Pacific Railroad, said point being marked by a fence corner post at the Northwest corner of a lot owned by the Pacific Gas and Electric Company, from which the Northwest corner of Sec-

tion 30, Township 6 North, Range 10 East, M.D.B.&M., bears North 42° 50' East, 3166.6 feet distant, and also from which the Northeast corner of the Ione Union High School District lot described in a deed recorded in Vol. "33" of Deeds at page 45, bears North 59° 17-1/2' East, 219.8 feet distant; thence

(1) South 31° 00' East, 103.5 feet along a fence on the west line of said Pacific Gas and Electric Company lot to a fence corner post; thence

(2) South 59° 54' West, 383.0 feet along a fence on the north line of two tracts of land deeded to the Ione Union High School District described in deeds recorded in Vol. "21" of Official Records at page 295 and in Vol. "31" of Official Records at page 425, to the Northwest corner of the tract described in latter deed; thence

(3) North 8° 21' West, 108.65 feet to a point marked by a 1" diameter pipe located on the south line of the Southern Pacific Railroad above mentioned; thence

(4) North 59° 28' East, 341.1 feet along said south line of the Southern Pacific Railroad to the point of beginning;

Being a strip of land lying between the Southern Pacific Railroad land and the present Ione Union High School District grounds, containing 0.86 of an acre, more or less.

(d) Deed, J. Wesley Sibole and Violette J. Sibole, his wife, to Ione Union High School District of Amador County, dated September 30, 1955, recorded October 13, 1955 in Vol. "62" of Official Records, Page 181, records of Amador County, described as follows:

Beginning at a 1" diameter iron pipe located on the southerly right-of-way line of the Southern Pacific Railroad Company's property, said pipe marking the Northwest corner of an 0.86 acre parcel of land described as Parcel No. 2 in a deed from J. Wesley Sibole, et ux, to the Ione Union High School District recorded in Vol. "53" of Official Records, Page 360, Amador County Records, thence

(1) South 8° 17' East, 314.63 feet along a fence to the southwest corner of a 1.69 acre parcel of land conveyed by said J. Wesley Sibole et ux. to said Ione Union High School District described in a deed recorded in Vol. "31" Official Records at page 425, Amador County Records; thence

(2) South 84° 46' East, 410.0 feet along a fence on the southerly line of said latter parcel and its easterly extension to a fence corner marking the most southerly corner of a 5.66 acre parcel of land conveyed by the Amador Central Railroad Company to the

Ione Union High School District described in a deed recorded in Vol. "21" of Official Records at page 295, Amador County Records; thence

(3) South 80° 04' West, 680.1 feet to a 3/4" diameter iron pipe set on the easterly right-of-way line of the Amador Central Railroad Company, from which a 36" diameter water oak bears North 5° 47' East, 28.6 feet distant; thence

(4) North 14° 22' East, 410.6 feet in a direct line to the point of intersection of said Amador Central Railroad Company right-of-way line with the southerly right-of-way line of the Southern Pacific Railroad Company's property above mentioned; thence

(5) North 59° 13' East, 133.2 feet along said right-of-way line to the point of beginning;

Being a portion of the J. Wesley Sibole property adjoining the present Ione Union High School District grounds on the west, containing 2.30 acres, more or less.

(e) Deed, J. Wesley Sibole and Violette J. Sibole, husband and wife, to Pacific Gas and Electric Company, a California corporation, dated March 22, 1957, recorded April 10, 1957 in Vol. "70" of Official Records, Page 71, records of Amador County, described as follows:

Beginning at the P. K. nail in concrete marking the intersection of the westerly boundary line of the State Highway between Ione and Clements with the northeasterly boundary line of the railroad right of way of Amador Central Railroad Company extending in part along the southwesterly boundary line of the 43.55 acre parcel of land described in the deed to J. Wesley Sibole and wife, dated March 5, 1945 and recorded in the office of the County Recorder of said County of Amador in Book "21" of Official Records at page 289, and running thence north 6° 06' east, along the westerly boundary line of said State Highway, 530.6 feet to a 6 inch by 6 inch concrete monument; thence south 74° 17' west 282.7 feet to a point in the northeasterly boundary line of said railroad right of way; thence south 25° 34' east, along the last mentioned boundary line, 500.0 feet, more or less, to the point of begining; containing 1.6 acres, more or less, and being a portion of Rancho Arroyo Seco.

(f) Deed, J. Wesley Sibole and Violette J. Sibole, husband and wife, to Dominic D. Vimini and Edith Louise Vimini, husband and wife, dated February 26, 1957, recorded May 2, 1957 in Vol. "70" of Official Records, Page 253, records of Amador County, described as follows:

All that portion of the "Rancho Arroyo Seco", as shown upon that certain map entitled "Map of the Rancho Arroyo Seco", filed for record in the office of the Recorder of Amador County, on August 23, 1917, particularly described as follows:

Beginning at an iron T-bar, set in the westerly boundary of California State Highway No. 88, from which point the most southerly corner of that certain parcel of land conveyed by J. Wesley Sibole, et ux, to Mace Gas Company, a corporation, by deed dated September 15, 1952, recorded in the office of the Recorder of Amador County on September 16, 1952, in Book "50" of Official Records at page 137, bears North 14° 59' 10" East 972.29 feet, along the westerly line of said highway; and thence continuing along the westerly line of said highway North 10° 32' 00" East 159.72 feet distant; thence from said point of beginning, North 75° 00' 50" West 208.71 feet, to a similar iron T-bar; thence South 14° 59' 10" West 417.42 feet, to a similar iron T-bar; thence South 75° 00' 50" East 208.71 feet, to a similar iron T-bar set in the westerly line of said highway, said point being located North 14° 59' 10" East 308.17 feet, from a concrete highway monument; thence North 14° 59' 10" East, along the westerly line of said highway a distance 417.42 feet to the point of beginning; containing 2.0000 acres, more or less

PARCEL 2: Beginning at a point on the Ione-Buena Vista Road and the southerly line of the Amador Central Railroad right-of-way, which point is also the most southerly corner of the tract of land first above referred to and thence run as follows:

(1) North 25° 28-1/2' West, 1642.41 feet, along the southerly line of said railroad right-of-way, and 50 feet southerly from the center of the railroad track on said right-of-way;
(2) Along a curve, the radius of which is 714.08 feet to the left, a distance of 1031.4 feet through an angle of 81° 04' to a point on the southerly boundary line of the Southern Pacific Railroad Company's right-of-way;
(3) South 59° 17-1/2' West, 51.8 feet to the westerly corner of the tract of land first above referred to; and
(4) South 40° 49' East, 2433.8 feet to the place of beginning.

Containing 15.30 acres, more or less.

PARCEL 3: Beginning at the Southwest corner of the Catholic Church and Cemetery lot; thence North 14° 15' West along the Westerly boundary line of said Catholic Church and Cemetery lot 82.5 feet; thence South 65° 50' West, 276.5 feet; thence South 66° 05' West, 226.5 feet; thence South 21° 41' East, 125.3 feet; thence South 35° 14' West, 293.2 feet; thence North 73° 34' East, 238 feet, to an iron bar set for a corner; thence North 42° 17' East,

539.2 feet to the place of beginning, containing 2.69 acres, more or less.

EXCEPT the following described parcels of land:

(a) Deed, J. Wesley Sibele and Violette J. Sibele, his wife, to Ione Union High School District of Amador County, dated October 23, 1953, recorded November 6, 1953 in Vol. "53" of Official Records, Page 360, records of Amador County, described as follows:

Beginning at the Southwest corner of the Catholic Cemetery Lot in the town of Ione, said corner being marked by a fence corner post from which the Northwest corner of Section 30, Township 6 North, Range 10 East, M.D.B.&M., bears North 30° 25' East, 2744.1 feet distant; thence

(1) South 73° 45' West, 494.7 feet to a point located on the east line of a 2.97 acre tract of land conveyed to the Ione Union High School District, recorded in a deed described in Vol. "21" of Official Records, at page 295, Amador County Records; thence
(2) North 21° 19' West, 15.0 feet along the east line of said 2.97 acre tract to a fence corner post marking the Southwest corner of the Ione Union High School District lot described in a deed recorded in Vol. "33" of Deeds at page 45; thence
(3) North 65° 59' East, 502.1 feet along the south line of said Ione Union High School District lot to the Southeast corner thereof, a point located on the west line of the Catholic Cemetery lot above mentioned; thence
(4) South 15° 08' East, 82.5 feet to the point of beginning;

Being a fraction of the land conveyed by the Ione Union High School District to J. Wesley Sibele and Violette J. Sibele, his wife, described in a deed recorded in Vol. "31" of Official Records at page 344, Amador County Records, containing 0.47 of an acre, more or less.

(b) Deed, J. Wesley Sibele and Violette J. Sibele, his wife, to Ione Unified School District, dated September 19, 1959, recorded October 7, 1959 in Vol. "86" of Official Records, Page 196, records of Amador County, described as follows:

A parcel of land situated in Arroyo Seco Rancho, County of Amador, State of California, more particularly described as follows:

Beginning at a 1/2 inch steel rod being South 74° 00' 30" West 139.75 feet from a fence corner marking the Southeast corner of

of Parcel No. 1, of land deeded by J. Wesley Sibole, et ux, to Ione Union High School District, by instrument dated October 23, 1953, and recorded in Vol. "53" of Official Records at Page 360, Amador County Records;

thence, from said point of beginning South 74° 00' 30" West 356.25 feet to a fence corner along line of above cited deed;
thence, South 21° 23' 50" East 109.89 feet along line of a deed from Amador Central Railroad to Ione Union High School, recorded in Vol. "21" of Official Records, Page 295;
thence, South 35° 31' 20" West 293.20 feet along the line of said deed recorded in Vol. "21" of Official Records, Page 295, to a fence corner;
thence, North 47° 06' 50" East 645.19 feet to the point of beginning containing 0.873 acres, more or less.

PARCEL 4: A parcel of land situated in Arroyo Seco Rancho, County of Amador, State of California, more particularly described as follows:

Beginning at a 3/4 inch pipe marking the Southwest corner of a parcel of land deeded by J. Wesley Sibole, et ux, to Ione Union High School District by instrument dated September 30, 1955, and recorded in Vol. "62" of Official Records at page 181, Amador County Records;

thence, from said point of beginning, North 14° 22' East 193.80 feet to a 1/2 inch steel rod;
thence, South 36° 42' 20" East 197.84 feet to a similar monument;
thence, South 80° 04' West 168.83 feet to the point of beginning; containing 0.342 acres, more or less.

7

Together *with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.*

To Have and to Hold *the said premises, together with the appurtenances, unto the said parties of the second part, as joint tenants, and not as tenants in common, with right of survivorship, and to the heirs and assigns of such survivor forever.*

In Witness Whereof *the said part* ies *of the first part, ha* ve *executed this conveyance the day and year first above written.*

Signed and Delivered in the Presence of

J. Wesley Sibole
Violette J. Sibole

BOOK 102 PAGE 8

State of California
County of Amador } ss.

On this 12th day of July, in the year of our Lord one thousand nine hundred and sixty-one, before me, Esther Zegar De Paoli a Notary Public in and for the County of Amador, State of California, duly commissioned and sworn, personally appeared J. WESLEY SIBOLE and VIOLETTE J. SIBOLE

known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal in the County of Amador the day and year in this certificate first above written.

Esther Zegar De Paoli
Esther Zegar De Paoli
Notary Public in and for the
County of Amador, State of California.
My commission expires Feb. 14, 1963.

1723
Deed
(JOINT TENANCY)

J. WESLEY SIBOLE and VIOLETTE J. SIBOLE, his wife,
TO
HARLEY H. KRETH and THELMA M. KRETH, husband and wife

Dated July 12, 19 61

RECORDED AT REQUEST OF ANGELO J. DePAOLI
at 43 min. past 3 P M
JUL 17 1961
102 Official Records P 1
Amador County, California
Co. Recorder
$7.60

INDEXED

Amador County

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Harley H. Kreth
ADDRESS P. O. Box 655
CITY & STATE Ione, California 95640

Title Order No. _____ Escrow No. 15228

MAIL TAX STATEMENTS TO

NAME
ADDRESS Name and address above
CITY & STATE

OFFICIAL RECORDS
AMADOR COUNTY, CALIF.
RECORD REQUESTED BY
WESTERN LAND TITLE CO.
APR 27 4 49 PM 1971
ANTHONY SUTTON
COUNTY RECORDER
#280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ 2.20
[X] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
[ ] COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

Pargas of Martell, Inc. A F Anton V-P
Signature of Declarant or Agent determining tax — Firm Name
G Fellows, Sec.

Corporation Grant Deed

AFFIX I.R.S. $

L-2 THIS FORM FURNISHED BY SECURITY TITLE INSURANCE COMPANY

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

PARGAS OF MARTELL, INC., a California corporation, who acquired title as MOTHER LODE MACO GAS, INC., a California corporation,

hereby GRANT(S) to

HARLEY H. KRETH and THELMA M. KRETH, husband and wife, as joint tenants,

the following described real property in the county of Amador, state of California: Beginning at a 3/4" diameter iron pipe marking the Northwest corner of the lot herein described and located on a fence line on the South line of the Catholic Cemetery Lot in the Town of Ione, and from which pipe the Southwest corner of said Catholic Cemetery Lot bears S. 80° 26' W, 82.68 feet distant, said latter corner being located S.29° 16' W, 2744.1 feet distant from the Northwest corner of Section 30, Township 6 North, Range 10 East, M.D.B.& M.;

Thence (1) N. 79° 05' E, 214.87 feet along said cemetery fence to a 1/2" diameter iron bolt set on the West line of California State Highway No. 88, running southerly from Ione;

Thence (2) S. 10° 32' W, 239.28 feet along the west line of said highway to a 3/4" diameter iron pipe;

Thence (3) N. 79° 28' W. 200.0 feet to a 3/4" diameter pipe;

Thence (4) N. 10° 32' E, 160.73 feet to the point of beginning.

2033

Dated April 2, 1971

PARGAS OF MARTELL, INC.
By: A F Anton V-P.
By: G Fellows, Sec.

STATE OF CALIFORNIA, COUNTY OF Santa Clara } SS.
On April 8, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. F. Anton, known to me to be the Vice President, and _____, known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or resolution of its board of directors.

Gloria Joyce Lynch
Signature of Notary

Gloria Joyce Lynch
Name (Typed or Printed) of Notary

FOR NOTARY SEAL OR STAMP

GLORIA JOYCE LYNCH
NOTARY PUBLIC
Santa Clara County, Calif.
My commission expires Mar. 31, 1973

L-2 (G.S.) Rev. 8-65 (8 pt.) MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF MARYLAND)
) SS.:
COUNTY OF PRINCE GEORGE'S)

On April 12, 1971 before, the undersigned, a Notary Public in and for said County and State, personally appeared A. J. Schilder, known to me to be the Secretary of the corporation that executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or resolution of its Board of Directors.

HELEN B. PLACOS NOTARY PUBLIC PRINCE GEORGE'S CO.

(S E A L)

Helen B. Placos

Helen B. Placos, Notary Public

My commission expires 7/1/74.

2033

When Recorded, Return to:
JAMES E. DEASY
34 Summit Street
Jackson, CA 95642

Mail Tax Statements to:
CITY OF IONE
P O Box 398
Ione, CA 95640

OFFICIAL RECORDS
AMADOR COUNTY, CALIF.
RECORD REQUESTED BY
City of Ione
JUL 19 10 00 AM 1973
ANTHONY SUTTON
COUNTY RECORDER no fee

Documentary Transfer Tax $_____
Computed on full value of property conveyed

_____

EASEMENT

HARLEY H. KRETH and THELMA M. KRETH, his wife, do hereby grant to CITY OF IONE, a municipal corporation, the following:

An easement for construction of a sewer line which shall be in width fifteen (15') feet on each side of the following described centerline, and upon acceptance of the sewer line construction by the CITY OF IONE engineer, a permenant easement for reconstruction and maintenance of sewer-line over, under, and across a twelve (12') foot wide strip of land, situate in the County of Amador, State of California, being in a portion of the Rancho Arroyo Seco, more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of California State Highway 124, from which the Southwest corner of Section 30, T6N, R10E, M.D.M, delineated on that certain Official Map recorded in Book 7, on Page 24, Amador County, Recorders Office bears S. 35°03'28" E. 2458.03 feet distant and running thence, along the (centerline) of the said 12 foot wide strip of land N.69°57'04"W 122.14 ft., to an angle point; thence N.56°37'00"W. 149.93 ft., to an angle point; thence N.03°38'21"E. 249.88 ft., to an angle point; thence, N.60°03'43"W. 299.81 ft., to an angle point; thence, N.11°23'59" 262.07 ft., to a point on the Southerly line of Ione Union High School property as called for in Deed recorded in Book 86 at Page 196 from which the West 1/4 corner of said Section 30, as mentioned above bears S.88°38'10"E. 1857.71 ft.

DATED: March 31, 1973.

Harley H. Kreth
HARLEY H. KRETH

Thelma M. Kreth
THELMA M. KRETH

4094

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Amador } S.S.

OFFICIAL SEAL
JANETH L. SANER
NOTARY PUBLIC — CALIFORNIA
COUNTY OF AMADOR
My Commission Expires July 27, 1974

On this 9th day of April 19 73, before me, Janeth L. Saner, a Notary Public in and for said Amador County, personally appeared Harley H. Kreth and Thelma M. Kreth

known to me to be the person whose name s are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Janeth L. Saner

Notary Public in and for said Amador County and State

My commission expires July 27 19 74.

P-169 6-69

BOOK 240 PAGE 78 A

RESOLUTION NO. 246

RESOLUTION OF ACCEPTANCE

RESOLVED, by the City Council of the CITY OF IONE, that certain grant of easement from HARLEY H. KRETH and THELMA M. KRETH, his wife, to CITY OF IONE, a municipal corporation, conveying an easement situated in the County of Amador, State of California, described as follows:

> An easement for construction of a sewer line which shall be in width fifteen (15') feet on each side of the following described centerline, and upon acceptance of the sewer line construction by the CITY OF IONE engineer, a permenant easement for reconstruction and maintenance of sewer-line over, under, and across a twelve (12') foot wide strip of land, situate in the County of Amador, State of California, being in a portion of the Rancho Arroyo Seco, more particularly described as follows:
>
> Beginning at a point on the Westerly right-of-way line of California State Highway 124, from which the Southwest corner of Section 30, T6N, R10E, M.D. M, Delineated on that certain Official Map recorded in Book 7, on Page 24, Amador County, Recorders Office bears S. 35°03'28" E. 2458.03 feet distant and running thence, along the (centerline) of the said 12 foot wide strip of land N. 69°37'04"W 122.14 ft., to an angle point; thence N. 56°37'00"W. 149.93 ft., to an angle point; thence N. 03°38'21"E. 249.88 ft., to an angle point; thence N. 60°03'43"W. 299.81 ft., to an angle point; thence, N. 11°23'59" 262.07 ft., to a point on the Southerly line of Ione Union High School property as called for in Deed recorded in Book 86 at Page 196 from which the West 1/4 corner of said Section 30, as mentioned above bears S. 88°38'10E. 1857.71 ft.

which conveyance was executed by the Grantors on the 31st day of March, 1973, be, and the same is hereby accepted, and the Grantee, CITY OF IONE, hereby consents to and accepts said conveyance.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be attached to said conveyance to evidence the consent of the CITY OF IONE to its recordation pursuant to Section 27281 of the Government Code of the State of California.

The foregoing Resolution was duly and unanimously passed by the City Council of the CITY OF IONE on the 2nd day of April, 1973, at a regular meeting.

Andy O. Nulle
MAYOR, CITY OF IONE

ATTEST:

Margaret Singer
CLERK, CITY OF IONE

(Seal)

CLERK'S CERTIFICATE

I, MARGARET SINGER, Clerk to the City Council of the CITY OF IONE, do hereby certify the foregoing to be a full, true and complete copy of a Resolution adopted by the City Council of the CITY OF IONE, passed at a meeting held on the 2nd day of April, 1973, as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said CITY OF IONE this 23rd day of April, 1973.

Margaret Singer
CLERK, CITY OF IONE

AMADOR COUNTY

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME
ADDRESS RICHARD H. KRETH
CITY & STATE ZIP P.O. Box 868
Ione, CA 95640

Title Order No. Escrow No.

OFFICIAL RECORDS
AMADOR COUNTY, CALIF.
RECORD REQUESTED BY
GEORGE W. RYAN
JAN 29 4 27 PM 1981
SHELDON D. JOHNSON
COUNTY RECORDER
$4.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GIFT GRANT DEED

The undersigned declares that the documentary transfer tax is $ None and is
☐ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
☒ unincorporated area ☐ city of ..... and

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

HARLEY H. KRETH and THELMA M. KRETH, husband and wife

hereby GRANT(S) to

RICHARD H. KRETH and VALERIE M. KRETH, husband and wife, as Joint Tenants
the following described real property in the county of Amador, state of California:

Parcel 1 as shown and delineated on the Parcel Map #1953 for Harley Kreth filed for record on January 26, 1981 in Book "34" of Maps and Plats at Page 43, Records of Amador County, being a portion of Rancho Arroyo Seco.

609

Dated January 29, 1981

Harley H. Kreth
Harley H. Kreth

Thelma M. Kreth
Thelma M. Kreth

STATE OF CALIFORNIA
COUNTY OF Amador } SS.
On January 29, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared
HARLEY H. KRETH and
THELMA M. KRETH
, known to me to be the person whose name are subscribed to the within instrument and acknowledged that they executed the same.

Signature of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
MYRNA LEE
NOTARY PUBLIC - CALIFORNIA
AMADOR COUNTY
My comm. expires JUL 1, 1983

Ptn
Assessor's Parcel No. 005-13-0-028-0

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

Name Street Address City & State

CAL-1 (Rev. 3-79)

AMADOR COUNTY

WHEN RECORDED, MAIL TO:

DON E. GREEN, INC.
(A Law Corporation)
1012 Nineteenth Street
Sacramento, California 95814
(916) 442-2600

OFFICIAL RECORDS
AMADOR COUNTY, CALIF.
RECORD REQUESTED BY
Don Green Inc
1985 AUG -9 PM 12: 40

SHELDON D. JOHNSON
COUNTY RECORDER

$7.00

MAIL TAX STATEMENTS TO:

Mr. and Mrs. Harley H. Kreth
P. O. Box 655
Ione, California 95640

GRANT DEED

HARLEY H. KRETH and **THELMA M. KRETH**, Grantors, do hereby grant and convey to **HARLEY H. KRETH** and **THELMA M. KRETH**, Trustees of **THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST**, all of that real property located in the County of Amador, State of California, described as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

Harley H. Kreth
HARLEY H. KRETH, Grantor

Thelma M. Kreth
THELMA M. KRETH, Grantor

Assessor's Parcel No.:
SEE ATTACHMENT

No consideration given for this transfer:
Harley H. Kreth
HARLEY H. KRETH, Declarant for Documentary Transfer Tax Exemption

4831

DECLARATION OF EXEMPTION FROM PROPERTY TAX REAPPRAISAL

HARLEY H. KRETH and **THELMA M. KRETH** are the sole beneficiaries of the **HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST** for their joint lifetimes; **THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST** is revocable. Accordingly, Grantors claim that this transfer is not a change in ownership, for California Property Tax purposes, pursuant to Revenue and Taxation Code Section 62(d). We declare the foregoing to be true and correct under penalty of perjury under the laws of the State of California, and that this Declaration was executed this 19th day of June, 1985, at Sacramento, California.

Harley H. Kreth
HARLEY H. KRETH, Declarant

Thelma M. Kreth
THELMA M. KRETH, Declarant

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sacramento)

On this 19th day of June, 1985, before me, the undersigned Notary Public in and for the State of California, personally appeared **HARLEY H. KRETH** and **THELMA M. KRETH**, — personally known to me, ___ proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed it, individually, as Grantors and Declarants.

OFFICIAL SEAL
DON E. GREEN
NOTARY PUBLIC-CALIFORNIA
Principal Office in SACRAMENTO County
My Commission Expires Nov. 19, 1985

Don E. Green
NOTARY PUBLIC

EXHIBIT "A"

PARCEL I
The East 1/2 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 5 North, Range 10 East, M.D.M.

EXCEPTING THEREFROM that portion of land described in Deed executed by Vera Alice Kreth to the Jackson Valley Irrigation District dated October 6, 1964, and recorded October 7, 1964, in Book 135 at Page 242 of Official Records of Amador County.

ALSO EXCEPTING THEREFROM that portion of land described in Deed executed by Vera A. Kreth to the County of Amador dated March 9, 1967, and recorded June 1, 1970, in Book 195 at Page 258 of Official Records of Amador County.

PARCEL II
The South 1/2 of the Southeast 1/4 of Section 32, Township 5 North, Range 10 East, M.D.M.

EXCEPTING THEREFROM that portion of land described in Deed executed by Vera Alice Kreth to the Jackson Valley Irrigation District dated October 6, 1964, and recorded October 7, 1964, in Book 135 at Page 242 of Official Records of Amador County.

ALSO EXCEPTING THEREFROM that portion of land described in Deed executed by Vera A. Kreth to the County of Amador dated March 9, 1967, and recorded June 1, 1970, in Book 195 at Page 258 of Official Records of Amador County.

PARCEL III
The Southeast 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 5 North, Range 10 East, M.D.M.

EXCEPTING THEREFROM that portion of land described in Deed executed by Vera Alice Kreth to the Jackson Valley Irrigation District dated October 6, 1964, and recorded October 7, 1964, in Book 135 at Page 242 of Official Records of Amador County.

ALSO EXCEPTING THEREFROM that portion of land described in Deed executed by Vera A. Kreth to the County of Amador dated March 9, 1967, and recorded June 1, 1970, in Book 195 at Page 258 of Official Records of Amador County.

PARCEL IV. All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, EXCEPT AS FOLLOWS:

A. The property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)" to be excepted from PARCEL 1 of said conveyance is hereby instead expressly included, said property having been subsequently acquired by Grantors hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971, and recorded in the aforesaid official records as document 2033 at Book 208, Page 63; PARGAS OF MARTELL, INC., A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M. KRETH, husband and wife, thereunder.

B. The property described as "PARCEL 3" thereof, beginning at Book 102, Page 5 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

C. The property described as "PARCEL 4" thereof, beginning at Book 102, Page 7 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

D. That property described in that certain GRANT DEED dated January 29, 1981, recorded in the aforesaid official records as document 609, at Book 390, Page 22, conveyed by Grantors to RICHARD H. KRETH and VALERIE M. KRETH, is hereby expressly excluded and excepted from this conveyance.

PARCEL V. That certain Land Patent dated May 13, 1981, Patent Number 04-81-0027, recorded in the official records of the County of Amador, State of California, at Book 396, Page 372, as Document 3669, embracing the following described land: Mount Diablo Meridian, California, T.5 N., R. 10 E., Sec. 32, W½SE¼SE¼; containing 20 acres, and all right, title and interest thereunder.

The aforesaid descriptions are intended to convey all of Grantors' interest in the realty in the County of Amador, State of California. Assessor Parcel Numbers 05-130-005-00, 05-130-030-00, 12-160-05-00, 12-160-006-00 and 12-160-009-00, inclusive.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Name / Street Address / City & State
McDONOUGH, HOLLAND & ALLEN
A Professional Corporation
DAWN H. COLE, ESQ.
555 Capitol Mall, Suite 950
Sacramento, CA 95814

MAIL TAX STATEMENTS TO

Name / Street Address / City & State
Thelma M. Kreth, Trustee
P. O. Box 655
Ione, CA 95640

RECORDED AT REQUEST OF

at 0 Min. past 4 PM

MAY - 5 1989

Official Records
Amador County, California

Sheldon S. Gibson
Recorder

$ 7.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

05-130-05
APN: 05-130-030

Trust Transfer Deed

MH&A

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

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
Documentary transfer tax is $ -0-.
☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale or transfer.
CA Rev. & Tax. Code 11911
☒ No Documentary transfer tax due. A transfer to trustee(s) of a trust not pursuant to a sale/26 CFR 47-4361-2 (b) (2).
☐ 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 to trustor or trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
☐ Other: _____

Thelma M. Kreth, Trustee of the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985

hereby GRANT(S) to Thelma M. Kreth, Trustee of the Exemption Trust created under the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985
the following described real property in the
County of Amador
State of California:

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

003320

COUNTY OF AMADOR

This form provided by McDonough, Holland & Allen

Dated 28 April 1989

Thelma M. Kreth, Trustee
THELMA M. KRETH, Trustee

Grantor - Transferor(s)

STATE OF CALIFORNIA
COUNTY OF Amador } SS.
On 28 April 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared Thelma M. Kreth

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that she excuted the same.
WITNESS my hand and official seal.

Signature Julianna Corbett

OFFICIAL SEAL
JULIANNA CORBETT
NOTARY PUBLIC - CALIFORNIA
AMADOR COUNTY
My Comm. Expires March 5, 1993

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT A

PARCEL IV

All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, EXCEPT AS FOLLOWS:

A. The Property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)" to be excepted from PARCEL 1 of said conveyance is hereby instead expressly included, said property having been subsequently acquired by Grantors hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971 and recorded in the aforesaid official records as document 2033 at Book 208, Page 63; PARGAS OF MARTELL, INC. A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M. KRETH, husband and wife, thereunder.

B. The property described as "PARCEL 3" thereof, beginning at Book 102, Page 5 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

C. The property described as "PARCEL 4" thereof, beginning at Book 102, Page 7 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

D. That property described in that certain GRANT DEED dated January 29, 1981, recorded in the aforesaid official records as document 609, at Book 390, Page 22, conveyed by Grantors to RICHARD H. KRETH and VALERIE M. KRETH, is hereby expressly excluded and excepted from this conveyance. (APN: 05-130-005 and 05-130-030)

COUNTY OF AMADOR

7961U/AWJ

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Harlene Fredrick
P.O. Box 335
Jackson, CA 95642

APN: 012-160-005 012-160-016
012-160-006 005-130-005
012-160-015 005-130-030

Amador County Recorder
Sheldon D. Johnson
DOC- 2009-0008512-00
Acct 3-Western Land Title Co
Wednesday, OCT 21, 2009 09:42:00
Ttl Pd $42.00 Nbr-0000186256
CT1/R1/1-6

Space above for Recorder's use only.

Affidavit - Death of Trustee

STATE OF CALIFORNIA
County of Amador

Harlene M. Fredrick, of legal age, being first duly sworn, deposes, and says:

That Thelma Marie Kreth, the decedent mentioned in the attached Certificate of Death, is the same person as each of the following:

A. Thelma M. Kreth, Trustee, named a party in that certain Trust Transfer Deed dated April 28, 1989, executed by Thelma M. Kreth, Trustee of the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985, to Thelma M. Kreth, Trustee of the Survivor's Trust created under the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985, recorded on May 5, 1989, at Book 569, page 75 in the Official Records of Amador County, California, covering the following described property situated in Amador County, California:

See Exhibit A attached hereto and made a part hereof.

B. Thelma M. Kreth, Trustee, named a party in that certain Trust Transfer Deed dated April 28, 1989, executed by Thelma M. Kreth, Trustee of the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985, to Thelma M. Kreth, Trustee of the Exemption Trusted created under the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985, recorded on May 5, 1989, at Book 569, page 73, in the Official Records of Amador County, California, covering the following described property situated in Amador County, California:

See Exhibit B attached hereto and made a part hereof.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Oct. 19, , 2009

Harlene M. Fredrick

Harlene M. Fredrick

STATE OF CALIFORNIA)
) ss
COUNTY OF AMADOR)

On 10-19, 2009, before me, Evelyn Ryan, notary public, personally appeared Harlene M. Fredrick, 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 declare 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.~~

TGJ1 EVELYN RYAN
COMM. #1822949
NOTARY PUBLIC - CALIFORNIA
AMADOR COUNTY
My Comm. Expires Nov. 16, 2012 TGJ1

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF AMADOR

JACKSON, CALIFORNIA 95642

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11 (REV 3/08)

STATE FILE NUMBER

LOCAL REGISTRATION NUMBER: 3200803000167

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT – FIRST (Given): Thelma
2. MIDDLE: Marie
3. LAST (Family): Kreth

AKA. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST):

4. DATE OF BIRTH mm/dd/ccyy: 01/28/1921
5. AGE Yrs.: 87
IF UNDER ONE YEAR: Months / Days
IF UNDER 24 HOURS: Hours / Minutes
6. SEX: F

8. BIRTH STATE/FOREIGN COUNTRY: CA
10. SOCIAL SECURITY NUMBER: [redacted]5439
11. EVER IN U.S. ARMED FORCES? ☐ YES ☒ NO ☐ UNK
12. MARITAL STATUS/SRDP* (at Time of Death): Widowed
7. DATE OF DEATH mm/dd/ccyy: 06/04/2008
6. HOUR (24 Hours): 1705

13. EDUCATION – Highest Level/Degree (see worksheet on back): pachelor's
14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back) ☐ YES ☒ NO
16. DECEDENT'S RACE – Up to 3 races may be listed (see worksheet on back): White

17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED: Registered Nurse
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.): Hospital
19. YEARS IN OCCUPATION: 7

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 501 Highway 124
21. CITY: Ione
22. COUNTY/PROVINCE: Amador
23. ZIP CODE: 95640
24. YEARS IN COUNTY: 87
25. STATE/FOREIGN COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: Harlene Fredrick, Daughter
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip): P.O. Box 335, Jackson, CA 95642

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP*–FIRST: –
29. MIDDLE: –
30. LAST (BIRTH NAME): –

31. NAME OF FATHER/PARENT–FIRST: John
32. MIDDLE: –
33. LAST: Drendell
34. BIRTH STATE: Germany

35. NAME OF MOTHER/PARENT–FIRST: Daisy
36. MIDDLE: Myrtle
37. LAST (BIRTH NAME): Jones
38. BIRTH STATE: MN

FUNERAL DIRECTOR/ LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy: 06/09/2008
40. PLACE OF FINAL DISPOSITION: Ione Catholic Cemetery Ione, CA 95640

41. TYPE OF DISPOSITION(S): Burial
42. SIGNATURE OF EMBALMER: ▶
43. LICENSE NUMBER: 8111

44. NAME OF FUNERAL ESTABLISHMENT: Daneri Mortuary
45. LICENSE NUMBER: FD 1636
46. SIGNATURE OF LOCAL REGISTRAR: ▶ 9th
47. DATE mm/dd/ccyy: 06/06/2008

PLACE OF DEATH

101. PLACE OF DEATH: Own Residence
102. IF HOSPITAL, SPECIFY ONE: ☐ IP ☐ ER/OP ☐ DOA
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: ☐ Hospice ☐ Nursing Home/LTC ☒ Decedent's Home ☐ Other

104. COUNTY: Amador
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location): 501 Highway 124
106. CITY: Ione

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

Time Interval Between Onset and Death

IMMEDIATE CAUSE (Final disease or condition resulting in death) (A): Hepatic Failure — (ST) 1 day

(B): Pancreatic Carcinoma with Hepatic Metastases — (ST) 6 wks.

(C): — (ST)

(D): — (ST)

Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST

108. DEATH REPORTED TO CORONER? ☐ YES ☒ NO — REFERRAL NUMBER
109. BIOPSY PERFORMED? ☐ YES ☒ NO
110. AUTOPSY PERFORMED? ☐ YES ☒ NO
111. USED IN DETERMINING CAUSE? ☐ YES ☒ NO

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: Atrial Fibrillation

113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date): No

113A. IF FEMALE, PREGNANT IN LAST YEAR? ☐ YES ☒ NO ☐ UNK

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
115. SIGNATURE AND TITLE OF CERTIFIER: ▶
116. LICENSE NUMBER: A60551
117. DATE mm/dd/ccyy: 06/06/2008

Decedent Attended Since (A) mm/dd/ccyy: 06/04/2004
Decedent Last Seen Alive (B) mm/dd/ccyy: 06/03/2008

118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: Craig Hall MD 305 Preston Ave., Ione, CA 95640

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED.
MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Homicide ☐ Suicide ☐ Pending Investigation ☐ Could not be determined
120. INJURED AT WORK? ☐ YES ☐ NO ☐ UNK
121. INJURY DATE mm/dd/ccyy
122. HOUR (24 Hours)

123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)

124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)

125. LOCATION OF INJURY (Street and number, or location, and city, and zip)

126. SIGNATURE OF CORONER / DEPUTY CORONER: ▶
127. DATE mm/dd/ccyy
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR

A	B	C	D	E		FAX AUTH.#	CENSUS TRACT

000046267

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF AMADOR

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Amador County Clerk-Recorder.

DATE ISSUED 09 / 16 / 2008

Sheldon D. Johnson
COUNTY CLERK-RECORDER

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the County Clerk-Recorder.

THE GREAT SEAL OF THE STATE OF CALIFORNIA — EUREKA

CLERK-RECORDER — AMADOR COUNTY, CA

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Exhibit A

Parcel I

An undivided ½ interest in the real property described as follows:

The East ½ of the Northwest ¼ and the Northwest ¼ of the Northwest ¼ of Section 32, Township 5 North, Range 10 East, M.D.M.

EXCEPTING THEREFROM that portion of land described in Deed executed by Vera Alice Kreth to the Jackson Valley Irrigation District dated October 6, 1964, and recorded October 7, 1964, in Book 135 at Page 242 of Official Records of Amador County.

ALSO EXCEPTING THEREFROM that portion of land described in Deed executed by Vera A. Kreth to the County of Amador dated March 9, 1967, and recorded June 1, 1970, in Book 195 at Page 258 of Official Records of Amador County

(APN 012-160-015)

Parcel II

The South ½ of the Southeast ¼ of Section 32, Township 5 North, Range 10 East, M.D.M.

EXCEPTING THEREFROM that portion of land described in Deed executed by Vera Alice Kreth to the Jackson Valley Irrigation District dated October 6, 1964, and recorded October 7, 1964, in Book 135 at Page 242 of Official Records of Amador County.

ALSO EXCEPTING THEREFROM that portion of land described in Deed executed by Vera A. Kreth to the County of Amador dated March 9, 1967, and recorded June 1, 1970, in Book 195 at Page 258 of Official Records of Amador County.

(APN 012-160-005)

Exhibit A continued

Parcel III

The Southeast ¼ of the Southwest ¼, the Northeast ¼ of the Southwest ¼, and the Northwest ¼ of the Southeast ¼ of Section 32, Township 5 North, Range 10 East, M.D.M.

EXCEPTING THEREFROM that portion of land described in Deed executed by Vera Alice Kreth to the Jackson Valley Irrigation District dated October 6, 1964, and recorded October 7, 1964, in Book 135 at Page 242 of Official Records of Amador County.

ALSO EXCEPTING THEREFROM that portion of land described in Deed executed by Vera A. Kreth to the County of Amador dated March 9, 1967, and recorded June 1, 1970, in Book 195 at Page 258 of Official Records of Amador County.

(APN 012-160-006)

Parcel V

That certain Land Patent dated May 13, 1981, Patent Number 04-81-0027, recorded in the official records of the County of Amador, State of California, at Book 396, Page 372, as Document 3669, embracing the following described land: Mount Diablo Meridian, California, T.5N., R.10E., Sec. 32, W 1/2 SE 1/4 SE 1/4, containing 20 acres, and all right, title and interest thereunder.

(APN 012-160-016)

Exhibit B

Parcel IV

All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, TOGETHER WITH the Property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)", said property having been subsequently acquired by Grantors hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971 and recorded in the aforesaid official records as document 2033 at Book 208, Page 63; PARGAS OF MARTELL, INC. A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M. KRETH, husband and wife, thereunder.

EXCEPT AS FOLLOWS:

A. The property described as "PARCEL 3" thereof, beginning at Book 102, Page 5 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

B. The property described as "PARCEL 4" thereof, beginning at Book 102, Page 7 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

C. That property described in that certain GRANT DEED dated January 29, 1981, recorded in the aforesaid official records as document 609, at Book 390, Page 22, conveyed by Grantors to RICHARD H. KRETH and VALERIE M. KRETH, is hereby expressly excluded and excepted from this conveyance.

(APNs 005-130-005 and 005-130-030)

END OF DOCUMENT

Amador County Recorder
Sheldon D. Johnson
DOC- 2010-0010479-00
Check Number 7632
REQD BY STEPHEN R ZALKIND
Wednesday, DEC 29, 2010 11:25:22
Ttl Pd $13.00 Nbr-0000203730
CT1/R1/1-3

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

Stephen R. Zalkind
235 New York Ranch Road, Suite C
Jackson, CA 95642

APN. 005-130-005-000

Space above for Recorder's use only

DISTRIBUTION GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $ -0-
☒City of Ione, California

Harlene M Fredrick, as Trustee of the Harley and Thelma Kreth Family 1985 Revocable Trust, hereby grants to Richard H Kreth, a married man as his sole and separate property, the following described real property in the City of Ione, County of Amador, State of California

See attached Exhibit "A" made a part hereof.

Date November 23, 2010

Harlene M Fredrick

Harlene M Fredrick, as Trustee of the
Harley and Thelma Kreth Family 1985
Revocable Trust

STATE OF CALIFORNIA)
) ss
COUNTY OF AMADOR)

On November 23, 2010, before me, Ruthann M Hartley, notary public, personally appeared **Harlene M Fredrick**, 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 declare 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

Ruthann M Hartley

RUTHANN M. HARTLEY
Commission # 1884992
Notary Public - California
Amador County
My Comm. Expires Apr 30, 2014

This area for official notarial seal

My Commission Expires April 30, 2014
Notary Name Ruthann M Hartley
Notary Registration No 1884992
Notary Phone (209) 223-2244
County of Principal Place of Business Amador

Mail Tax Statements To: Richard H. Kreth, 607 Highway 124, Ione, CA 95640

Exhibit A

All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, TOGETHER WITH the Property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)", said property having been subsequently acquired by the predecessors of Grantor hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971 and recorded in the aforesaid official records as document 2033 at Book 208, Page 63, PARGAS OF MARTELL, INC. A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M KRETH, husband and wife, thereunder

EXCEPT AS FOLLOWS

A The property described as "PARCEL 3" thereof, beginning at Book 102, Page 5 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance

B The property described as "PARCEL 4" thereof, beginning at Book 102, Page 7 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance

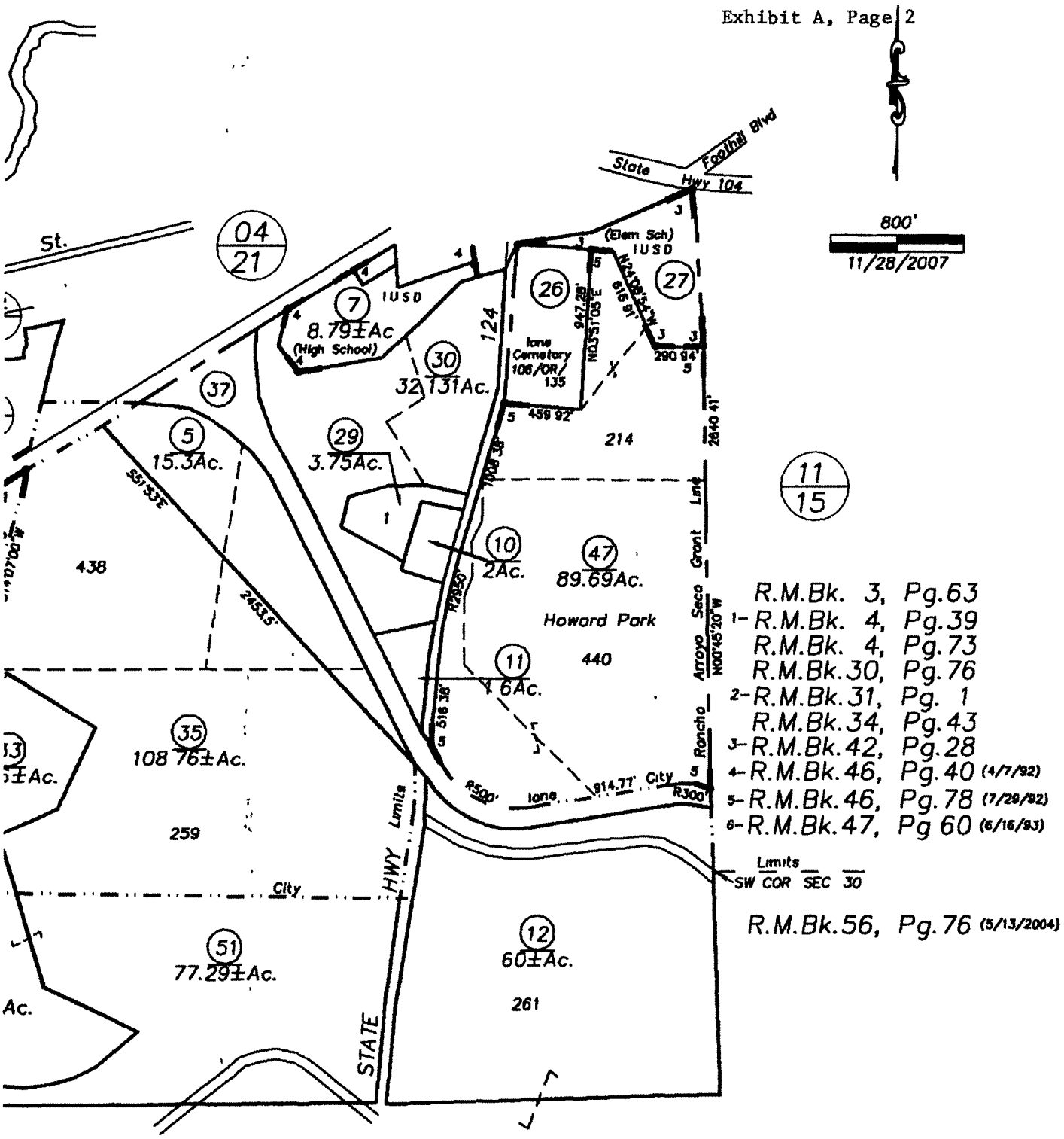
C That property described in that certain GRANT DEED dated January 29, 1981, recorded in the aforesaid official records as document 609, at Book 390, Page 22, conveyed by Grantors to RICHARD H KRETH and VALERIE M. KRETH, is hereby expressly excluded and excepted from this conveyance

D Those properties respectively shown and depicted as "Adjusted Parcel 1, 25 17 Acres" and "Adjusted Kreth Trust, 11 71 Acres" on Parcel Map No 2803, Boundary Line Adjustment for Harlene M. Fredrick and Richard Harley Kreth, Successor Trustees, etc , et al , filed May 13, 2010, in Book 62 of Maps and Plats at Page 40 (62 M 40), as Instrument No 2010-0003479, are hereby expressly excluded and excepted from this conveyance

This conveyance is intended to pertain to and cover solely the parcel shown as "⑤, 15.3Ac." on the excerpt from Amador County, California, Assessor's Map Bk. 05, Pg. 13, attached hereto as page 2 to this Exhibit A.

(APN 005-130-005-000)

Exhibit A, Page 2



Assessor's Map Bk.05,Pg.13
County of Amador, Calif.

END OF DOCUMENT

Recording Requested By and
When Recorded, Mail To

Stephen R Zalkind
235 New York Ranch Road, Ste C
Jackson, CA 95642

APN 005-130-005-000

Amador County Recorder
Sheldon D. Johnson
DOC- 2011-0005531-00
Check Number 7821
REQD BY STEPHEN R ZALKIND
Friday, JUL 15, 2011 16:17:06
Ttl Pd $13.00 Nbr-0000211505
CT2/R1/1-3

Space Above This Line For Recorder's Use

GRANT DEED

The undersigned Grantor(s) declare
Documentary Transfer Tax is $ -0-
☐ Unincorporated Area ☒ City of Ione
Parcel No 005-130-005-000
☐ computed on full value of interest or property conveyed, or
☐ computed on full value of liens or encumbrances remaining at time of sale, and

For a valuable consideration, receipt of which is hereby acknowledged, Richard H Kreth hereby grants to Richard H Kreth and Valerie M Kreth, husband and wife as community property with right of survivorship, the following described real property in the City of Ione, County of Amador, State of California

See attached Exhibit "A" made a part hereof.

Date July 15, 2011

Richard H Kreth

STATE OF CALIFORNIA)
) ss
COUNTY OF AMADOR)

On July 15, 2011, before me, Ruthann M Hartley, notary public, personally appeared **Richard H Kreth**, 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 declare 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

Ruthann M. Hartley

RUTHANN M. HARTLEY
Commission # 1884992
Notary Public - California
Amador County
My Comm. Expires Apr 30, 2014

This area for official notarial seal

My Commission Expires April 30, 2014
Notary Name Ruthann M Hartley
Notary Registration No 1884992
Notary Phone (209) 223-2244
County of Principal Place of Business Amador

Mail tax statements to: Richard & Valerie Kreth, 607 Highway 124, Ione, CA 95640

Exhibit A

All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, TOGETHER WITH the Property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)", said property having been subsequently acquired by the predecessors of Grantor hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971 and recorded in the aforesaid official records as document 2033 at Book 208, Page 63; PARGAS OF MARTELL, INC. A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M. KRETH, husband and wife, thereunder.

EXCEPT AS FOLLOWS:

A. The property described as "PARCEL 3" thereof, beginning at Book 102, Page 5 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

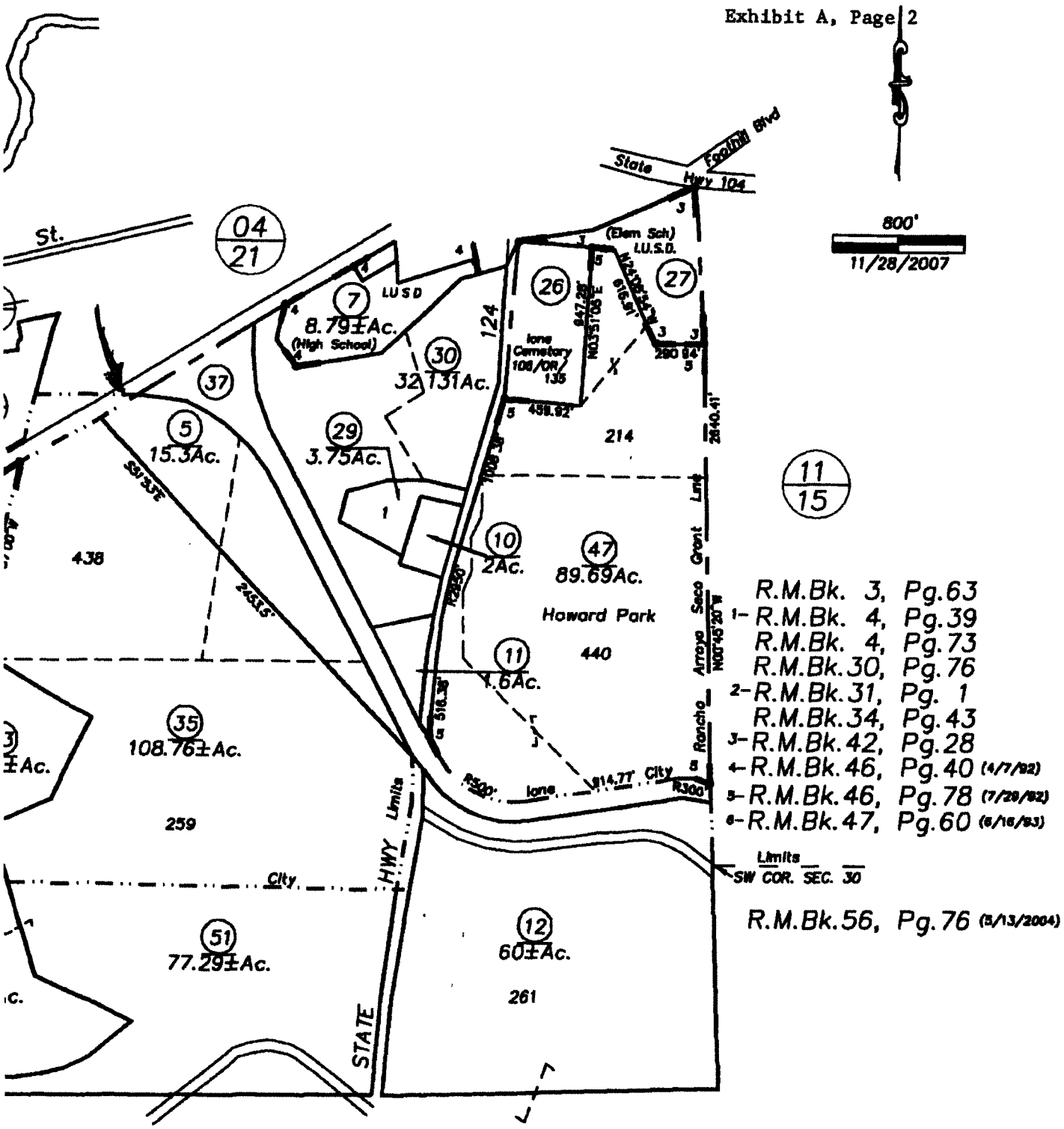
B. The property described as "PARCEL 4" thereof, beginning at Book 102, Page 7 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

C. That property described in that certain GRANT DEED dated January 29, 1981, recorded in the aforesaid official records as document 609, at Book 390, Page,22, conveyed by Grantors to RICHARD H. KRETH and VALERIE M. KRETH, is hereby expressly excluded and excepted from this conveyance.

D. Those properties respectively shown and depicted as "Adjusted Parcel 1, 25.17 Acres" and "Adjusted Kreth Trust, 11.71 Acres" on Parcel Map No. 2803, Boundary Line Adjustment for Harlene M. Fredrick and Richard Harley Kreth, Successor Trustees, etc , et al., filed May 13, 2010, in Book 62 of Maps and Plats at Page 40 (62 M 40), as Instrument No. 2010-0003479, are hereby expressly excluded and excepted from this conveyance.

This conveyance is intended to pertain to and cover solely the parcel shown as "⑤, 15.3Ac." on the excerpt from Amador County, California, Assessor's Map Bk. 05, Pg. 13, attached hereto as page 2 to this Exhibit A.

(APN 005-130-005-000)



Assessor's Map Bk.05,Pg.13
County of Amador,Calif.

END OF DOCUMENT

Recording Requested By And
When Recorded, Mail To

Stephen R Zalkind
235 New York Ranch Road, Ste C
Jackson, CA 95642

APN 005-130-005-000

Amador County Recorder
Sheldon D. Johnson
DOC- 2011-0005532-00
Check Number 7821
REQD BY STEPHEN R ZALKIND
Friday, JUL 15, 2011 16:17:38
Ttl Pd $16.00 Nbr-0000211506
CT2/R1/1-4

Space Above This Line For Recorder's Use

TRUST TRANSFER DEED

Grant Deed (excluded from Reappraisal Under Proposition 13, i e , Calif Constr Art 13A§1 et seq)
The undersigned grantor(s) declare(s) under penalty of perjury that the following is true and correct
Documentary Transfer Tax is $ 0 00

☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens and encumbrances remaining at time of sale or transfer

☒ There is no Documentary Transfer Tax due (State reason and give Code § or Ordinance number)

☐ Unincorporated area, ☒ City of Ione AND
This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantors 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 to trustor or trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledge

☐ Other _____

Grantors Richard H Kreth and Valerie M Kreth hereby grant to Richard H Kreth and Valerie M Kreth, as trustees of the Kreth 1994 Revocable Trust the following described real property in the City of Ione, County of Amador, State of California

See attached Exhibit "A" made a part hereof.

Date July 15 , 2011 Richard H Kreth

Date July 15, 2011 Valerie M Kreth

NOTARY CERTIFICATE ATTACHED

Mail tax statements to: Richard H. & Valerie M. Kreth, Trustees, 607 Highway 124, Ione, CA 95640

STATE OF CALIFORNIA)
) ss
COUNTY OF AMADOR)

On July 15, 2011, before me, Ruthann M Hartley, notary public, personally appeared **Richard H. Kreth and Valerie M. Kreth**, 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 declare 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

Ruthann M. Hartley

RUTHANN M. HARTLEY
Commission # 1884992
Notary Public - California
Amador County
My Comm. Expires Apr 30, 2014

This area for official notarial seal

My Commission Expires April 30, 2014
Notary Name Ruthann M Hartley
Notary Registration No 1884992
Notary Phone (209) 223-2244
County of Principal Place of Business Amador

Exhibit A

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D. Those properties respectively shown and depicted as "Adjusted Parcel 1, 25.17 Acres" and "Adjusted Kreth Trust, 11.71 Acres" on Parcel Map No. 2803, Boundary Line Adjustment for Harlene M. Fredrick and Richard Harley Kreth, Successor Trustees, etc., et al., filed May 13, 2010, in Book 62 of Maps and Plats at Page 40 (62 M 40), as Instrument No. 2010-0003479, are hereby expressly excluded and excepted from this conveyance.

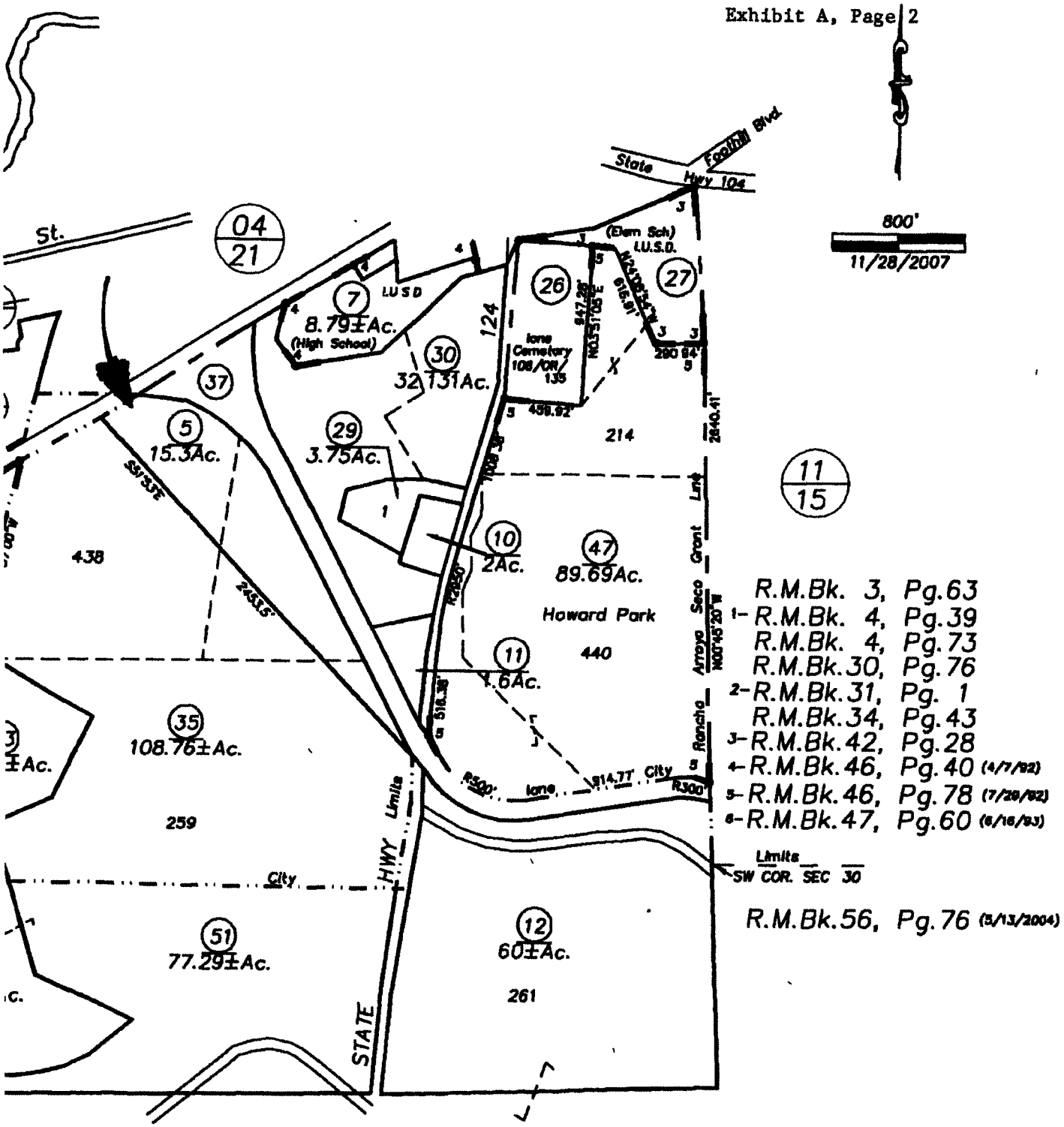
This conveyance is intended to pertain to and cover solely the parcel shown as "⑤, 15.3Ac." on the excerpt from Amador County, California, Assessor's Map Bk. 05, Pg. 13, attached hereto as page 2 to this Exhibit A.

(APN 005-130-005-000)

HO ARROYO SECO

05-13

Exhibit A, Page 2



Assessor's Map Bk.05,Pg.13
County of Amador,Calif.

 END OF DOCUMENT

Recording requested by (name):
Richard H. Kreth

When recorded mail to
and mail tax statements to:

Richard H. Kreth

213 Ashworth Drive

Ione, CA 95640

$R0000009737$

Amador County Recorder
Kimberly L. Grady
DOC - 2021-0011263
Account: Public
Friday, October 1, 2021 12:04
Total Paid: $99.00

counter1/1 - 5

Recorder's Use Only

AFFIDAVIT – DEATH OF TRUSTEE

Assessor's Parcel No. (APN):
005-130-005-000

Declaration of Exemption From Gov't Code § 27388.1 Fee

Transfer is exempt from fee per GC § 27388.1(a)(2):
☐ recorded concurrently "in connection with" transfer subject to DTT
recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
☐ Transfer is exempt from fee per GC 27388.1(a)(1):
☐ Fee cap of $225.00 reached ☐ Not related to real property

Richard H. Kreth, of legal age, being first duly sworn, deposes and says:

1. Valerie Marion Kreth, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Valerie M Kreth named as Trustee in the Declaration of Trust dated 1994 and executed by Richard H Kreth and Valerie M Kreth as Trustor(s).

2. At the time of the decedent's death, decedent was the record owner, as Trustee, of certain real property commonly known as (address) "vacant land", which property is described in a Deed which was executed by Richard H Kreth and Valerie M Kreth as Grantor(s) on July 15, 2011 and recorded on July 15, 2011 as Instrument No. 2011-0005532-00, in Book/Reel n/a, Page/Image n/a, of Official Records of Amador County, California.

3. The legal description of said property is as follows:

See attached Exhibit "A" made a part hereof.

4. I am the named Trustee under the above-referenced Trust, which was in effect at the time of the death of the decedent mentioned in Paragraph 1, above, and which has not been revoked, and I hereby consent to act as such.

5. There is no federal estate tax as the result of the death of the decedent mentioned in Paragraph 1, above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Dated September 2, 2021

Richard H Kreth Trustee
(Signature of declarant)

Richard H. Kreth, Trustee
(Type or print name of declarant)

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)

Subscribed and sworn to (or affirmed) before me on this 2 day of September 2021, by Richard H. Roth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Diane Stainer (Seal)

DIANE STAINER
Notary Public - California
Amador County
Commission # 2302850
My Comm. Expires Sep 21, 2023

Exhibit A

All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, TOGETHER WITH the Property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)", said property having been subsequently acquired by the predecessors of Grantor hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971 and recorded in the aforesaid official records as document 2033 at Book 208, Page 63; PARGAS OF MARTELL, INC. A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M. KRETH, husband and wife, thereunder.

EXCEPT AS FOLLOWS:

A. The property described as "PARCEL 3" thereof, beginning at Book 102, Page 5 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

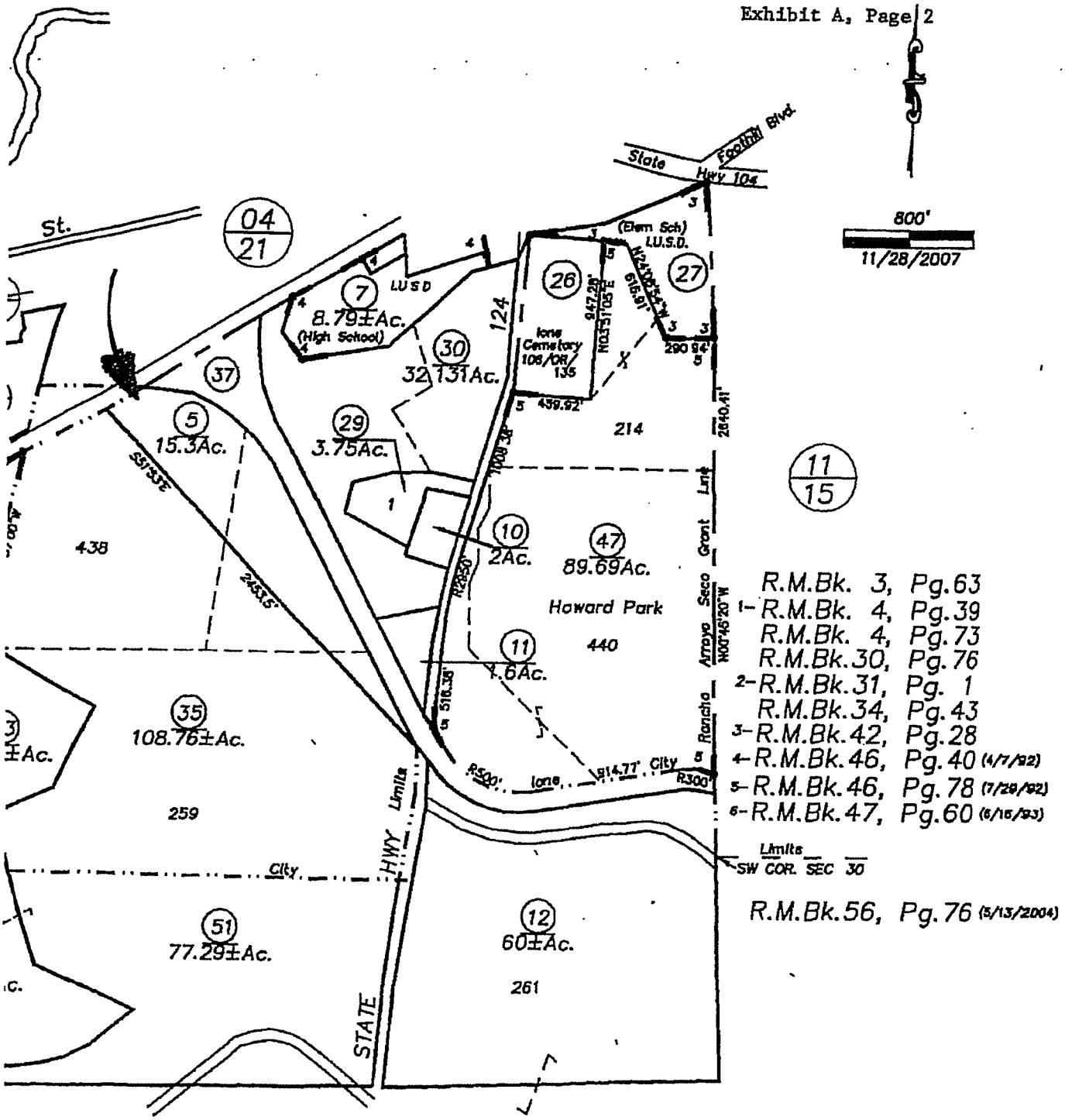
B. The property described as "PARCEL 4" thereof, beginning at Book 102, Page 7 of the aforesaid official records is hereby expressly excluded and excepted from this conveyance.

C. That property described in that certain GRANT DEED dated January 29, 1981, recorded in the aforesaid official records as document 609, at Book 390, Page 22, conveyed by Grantors to RICHARD H. KRETH and VALERIE M. KRETH, is hereby expressly excluded and excepted from this conveyance.

D. Those properties respectively shown and depicted as "Adjusted Parcel 1, 25.17 Acres" and "Adjusted Kreth Trust, 11.71 Acres" on Parcel Map No. 2803, Boundary Line Adjustment for Harlene M. Fredrick and Richard Harley Kreth, Successor Trustees, etc., et al., filed May 13, 2010, in Book 62 of Maps and Plats at Page 40 (62 M 40), as Instrument No. 2010-0003479, are hereby expressly excluded and excepted from this conveyance.

This conveyance is intended to pertain to and cover solely the parcel shown as "⑤, 15.3Ac." on the excerpt from Amador County, California, Assessor's Map Bk. 05, Pg. 13, attached hereto as page 2 to this Exhibit A.

(APN 005-130-005-000)



Assessor's Map Bk.05,Pg.13
County of Amador,Calif.

 END OF DOCUMENT

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF AMADOR

JACKSON, CALIFORNIA 95642

3052020104533 — STATE FILE NUMBER

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11a(REV 3/86)

3202003000148 — LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA

1. NAME OF DECEDENT-FIRST (Given): VALERIE
2. MIDDLE: MARION
3. LAST (Family): KRETH
AKA. ALSO KNOWN AS – Include full AKA (FIRST, MIDDLE, LAST):
4. DATE OF BIRTH mm/dd/ccyy: 05/20/1946
5. AGE Yrs.: 73 — If under one year: Months / Days — If under 24 hours: Hours / Minutes
6. SEX: F
9. BIRTH STATE/FOREIGN COUNTRY: MT
10. SOCIAL SECURITY NUMBER: [redacted]-0388
11. EVER IN U.S. ARMED FORCES? YES [ ] NO [X] UNK [ ]
12. MARITAL STATUS/SRDP (at time of death): MARRIED
7. DATE OF DEATH mm/dd/ccyy: 05/13/2020
8. HOUR (24 Hours): 1219
13. EDUCATION – Highest Level/Degree (see worksheet on back): SOME COLLEGE
14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (if yes, see worksheet on back) YES [ ] NO [X]
16. DECEDENT'S RACE – Up to 2 races may be listed (see worksheet on back): WHITE
17. USUAL OCCUPATION – Type of work for most of life. DO NOT USE RETIRED: BUSINESS OWNER
18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.): CONSTRUCTION
19. YEARS IN OCCUPATION: 51

USUAL RESIDENCE

20. DECEDENT'S RESIDENCE (Street and number, or location): 213 ASHWORTH DRIVE
21. CITY: IONE
22. COUNTY/PROVINCE: AMADOR
23. ZIP CODE: 95640
24. YEARS IN COUNTY: 60
25. STATE/FOREIGN COUNTRY: CA

INFORMANT

26. INFORMANT'S NAME, RELATIONSHIP: RICHARD KRETH, HUSBAND
27. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip): 213 ASHWORTH DRIVE, IONE, CA 95640

SPOUSE/SRDP AND PARENT INFORMATION

28. NAME OF SURVIVING SPOUSE/SRDP-FIRST: RICHARD
29. MIDDLE: HARLEY
30. LAST (BIRTH NAME): KRETH
31. NAME OF FATHER/PARENT-FIRST: CLARENCE
32. MIDDLE: ALONZO
33. LAST: CORWIN
34. BIRTH STATE: IA
35. NAME OF MOTHER/PARENT-FIRST: MARION
36. MIDDLE: GENEVIEVE
37. LAST (BIRTH NAME): LOESCH
38. BIRTH STATE: MT

FUNERAL DIRECTOR/LOCAL REGISTRAR

39. DISPOSITION DATE mm/dd/ccyy: 05/14/2020
40. PLACE OF FINAL DISPOSITION: IONE CATHOLIC CEMETERY IONE, CA 95640
41. TYPE OF DISPOSITION(S): BU
42. SIGNATURE OF EMBALMER: ▶ NOT EMBALMED
43. LICENSE NUMBER: –
44. NAME OF FUNERAL ESTABLISHMENT: DANERI MORTUARY
45. LICENSE NUMBER: FD1636
46. SIGNATURE OF LOCAL REGISTRAR: ▶ KIMBERLY L. GRADY
47. DATE mm/dd/ccyy: 05/14/2020

PLACE OF DEATH

101. PLACE OF DEATH: OWN RESIDENCE
102. IF HOSPITAL, SPECIFY ONE: ER [ ] SRDP [ ] DOA [ ]
103. IF OTHER THAN HOSPITAL, SPECIFY ONE: Hospice [ ] Nursing Home/LTC [ ] Decedent's Home [X] Other [ ]
104. COUNTY: AMADOR
105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location): 213 ASHWORTH DRIVE
106. CITY: IONE

CAUSE OF DEATH

107. CAUSE OF DEATH — Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

IMMEDIATE CAUSE (Final disease or condition resulting in death) →
(A) LUNG CANCER
(B)
Sequentially, list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST
(C)
(D)

Time interval between Onset and Death: (AI) YEARS (BI) (CI) (DI)

108. DEATH REPORTED TO CORONER? YES [ ] NO [X] REFERRAL NUMBER
109. BIOPSY PERFORMED? YES [ ] NO [X]
110. AUTOPSY PERFORMED? YES [ ] NO [X]
111. USED IN DETERMINING CAUSE? YES [ ] NO [ ]

112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107: NONE
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date): NO
113A. IF FEMALE, PREGNANT IN LAST YEAR? YES [ ] NO [X] UNK [ ]

PHYSICIAN'S CERTIFICATION

114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
(A) Decedent Attended Since: mm/dd/ccyy 03/15/2020
(B) Decedent Last Seen Alive: mm/dd/ccyy 05/12/2020
115. SIGNATURE AND TITLE OF CERTIFIER: ▶ DONALD VAN FOSSAN M.D.
116. LICENSE NUMBER: G57742
117. DATE mm/dd/ccyy: 05/14/2020
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE: DONALD VAN FOSSAN M.D. 201 CLINTON ROAD STE 106, JACKSON, CA 95642

CORONER'S USE ONLY

119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED
MANNER OF DEATH: Natural [ ] Accident [ ] Homicide [ ] Suicide [ ] Pending Investigation [ ] Could not be determined [ ]
120. INJURED AT WORK? YES [ ] NO [ ] UNK [ ]
121. INJURY DATE mm/dd/ccyy
122. HOUR (24 Hours)
123. PLACE OF INJURY (e.g., home, construction site, public area, etc.):
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury):
125. LOCATION OF INJURY (Street and number, or location, and city, and zip):
126. SIGNATURE OF CORONER / DEPUTY CORONER: ▶
127. DATE mm/dd/ccyy
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER

STATE REGISTRAR

A | B | C | D | E | *010001004539658* | FAX AUTH.# | CENSUS TRACT

CERTIFIED COPY OF VITAL RECORDS
STATE OF CALIFORNIA, COUNTY OF AMADOR

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Amador County Clerk-Recorder.

DATE ISSUED 05 / 18 / 2020

000091651

Kimberly L. Grady
Kimberly L. Grady
Amador County Clerk-Recorder

This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the County Clerk-Recorder.

PBNCO (Rev) 11/15

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

RECORDING REQUESTED BY:

Law Office of Diane Anderson
629 New York Ranch Road, Suite 1
Jackson, California 95642

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

Richard H. Kreth
213 Ashworth Drive
Ione, California 95640

$R0000009738$

Amador County Recorder
Kimberly L. Grady
DOC - 2021-0011264
Account: Public
Friday, October 1, 2021 12:05
Total Paid: $96.00

counter1/1 - 4

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS **$0.00** CITY TAX IS **$0.00**
This conveyance transfers the Grantor's interest into his or her revocable trust, Revenue and Taxation Code § 11930.
(Excluded from Reappraisal under Proposition 13, i.e., Calif. Const. Art 13A § 1 et.seq.)

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

This is a Trust Transfer under § 62(d) of the Revenue and Taxation Code: Transfer to a revocable trust.

RICHARD H KRETH, as surviving trustee of the Kreth 1994 Revocable Trust, hereby remises, releases and forever quitclaims to **RICHARD H. KRETH, trustee of the RICHARD H. KRETH REVOCABLE LIVING TRUST DATED JULY 27, 2021**, the following described property in the county of Amador, State of California described as:

See attached Exhibit "A' made a part hereof
APN: 005-130-005-000

Kreth 1994 Revocable Trust
Richard H Kreth Trustee
RICHARD H KRETH, TRUSTEE

Dated September 2, 2021

Mail future tax statements to RICHARD H. KRETH, 213 Ashworth Drive, Ione, California 95640

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 September 2, 2021 before me, Diane Stainer, Notary Public, personally appeared RICHARD H KRETH, 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 Diane Stainer (Seal)

DIANE STAINER
Notary Public - California
Amador County
Commission # 2302850
My Comm. Expires Sep 21, 2023

Exhibit A

All of that real property described in that certain Joint Tenancy Deed and Indenture as of July 12, 1961, recorded in the official records of the County of Amador, State of California, at Book 102, Pages 1 through 8, inclusive, which is hereby incorporated herein by express reference as though fully set forth, said property being hereby specified but not as a limitation as being within the borders of the town of Ione, TOGETHER WITH the Property described at Book 102, Page 2 of the aforesaid Official Records as item "(b)", said property having been subsequently acquired by the predecessors of Grantor hereunder pursuant to that certain Corporation Grant Deed dated April 2, 1971 and recorded in the aforesaid official records as document 2033 at Book 208, Page 63; PARGAS OF MARTELL, INC. A California Corporation, being the grantor to HARLEY H. KRETH and THELMA M. KRETH, husband and wife, thereunder.

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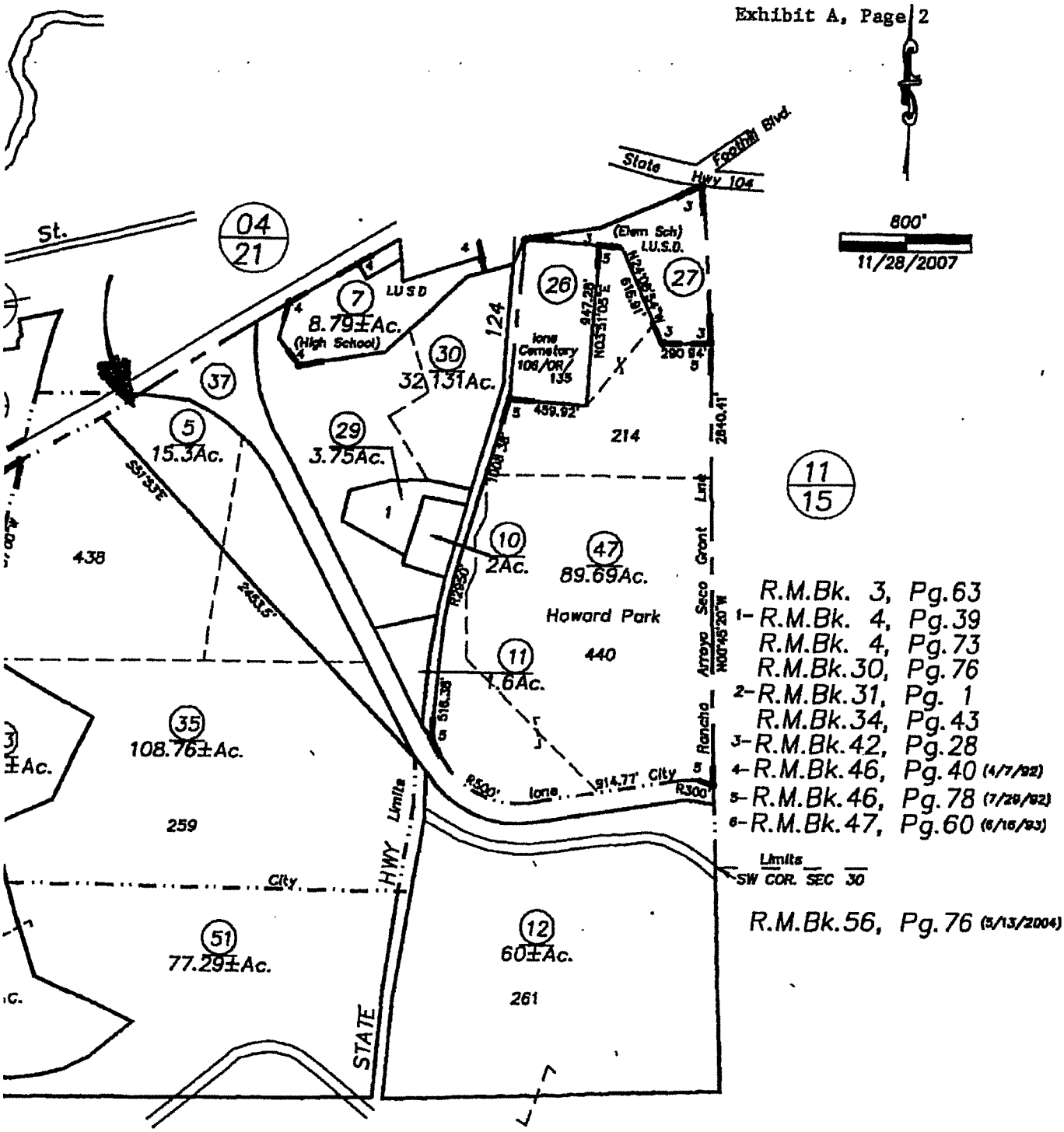
(APN 005-130-005-000)

HO ARROYO SECO

05-13

Exhibit A, Page 2



R.M.Bk. 3, Pg.63
1- R.M.Bk. 4, Pg.39
R.M.Bk. 4, Pg.73
R.M.Bk.30, Pg.76
2- R.M.Bk.31, Pg. 1
R.M.Bk.34, Pg.43
3- R.M.Bk.42, Pg.28
4- R.M.Bk.46, Pg.40 (4/7/92)
5- R.M.Bk.46, Pg.78 (7/20/92)
6- R.M.Bk.47, Pg.60 (6/16/93)

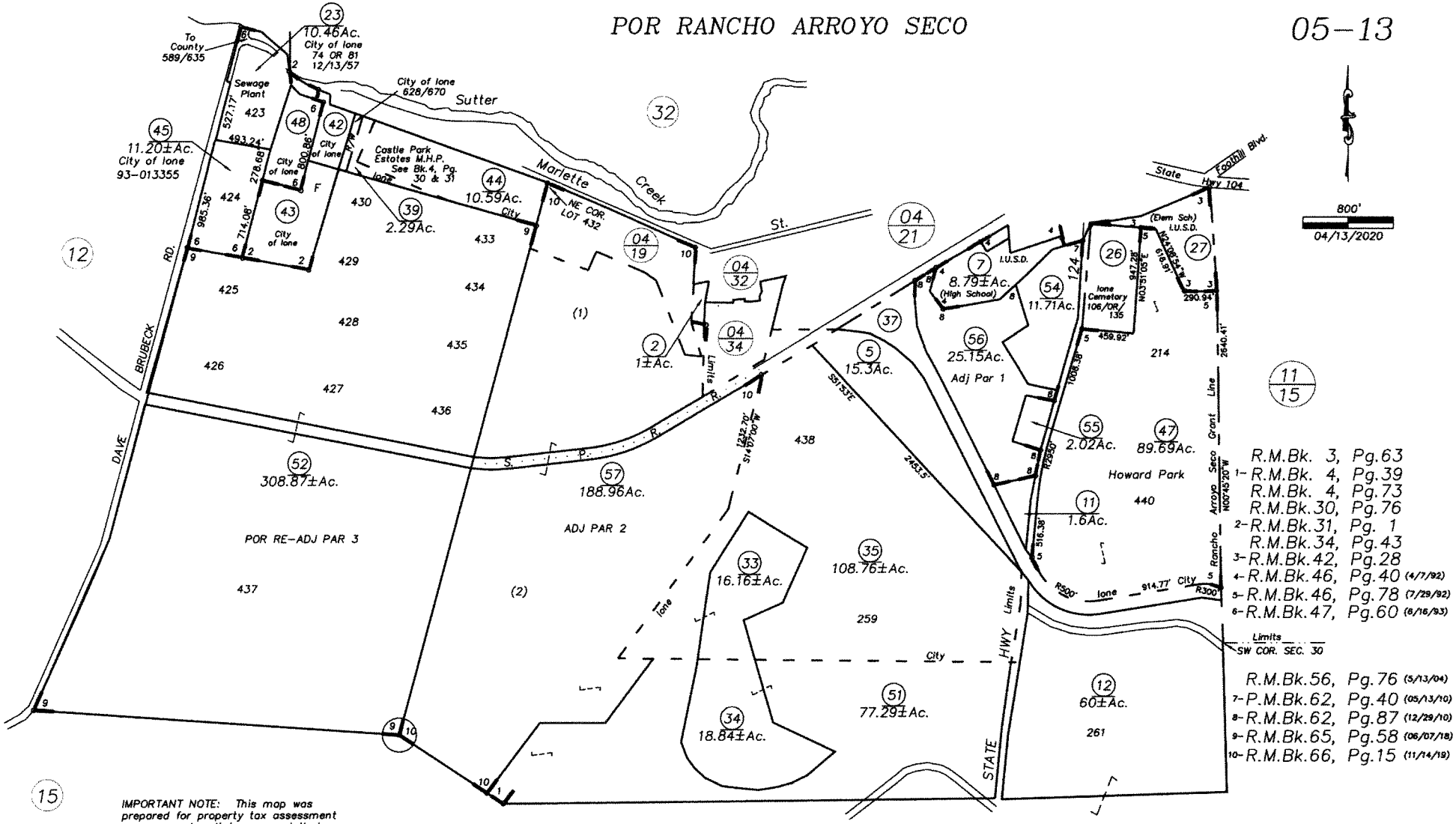
R.M.Bk.56, Pg.76 (5/13/2004)

Assessor's Map Bk.05,Pg.13
County of Amador,Calif.

 END OF DOCUMENT

POR RANCHO ARROYO SECO

05-13



R.M.Bk. 3, Pg.63
1- R.M.Bk. 4, Pg.39
R.M.Bk. 4, Pg.73
R.M.Bk.30, Pg.76
2- R.M.Bk.31, Pg. 1
R.M.Bk.34, Pg.43
3- R.M.Bk.42, Pg.28
4- R.M.Bk.46, Pg.40 (4/7/92)
5- R.M.Bk.46, Pg.78 (7/29/92)
6- R.M.Bk.47, Pg.60 (8/16/93)

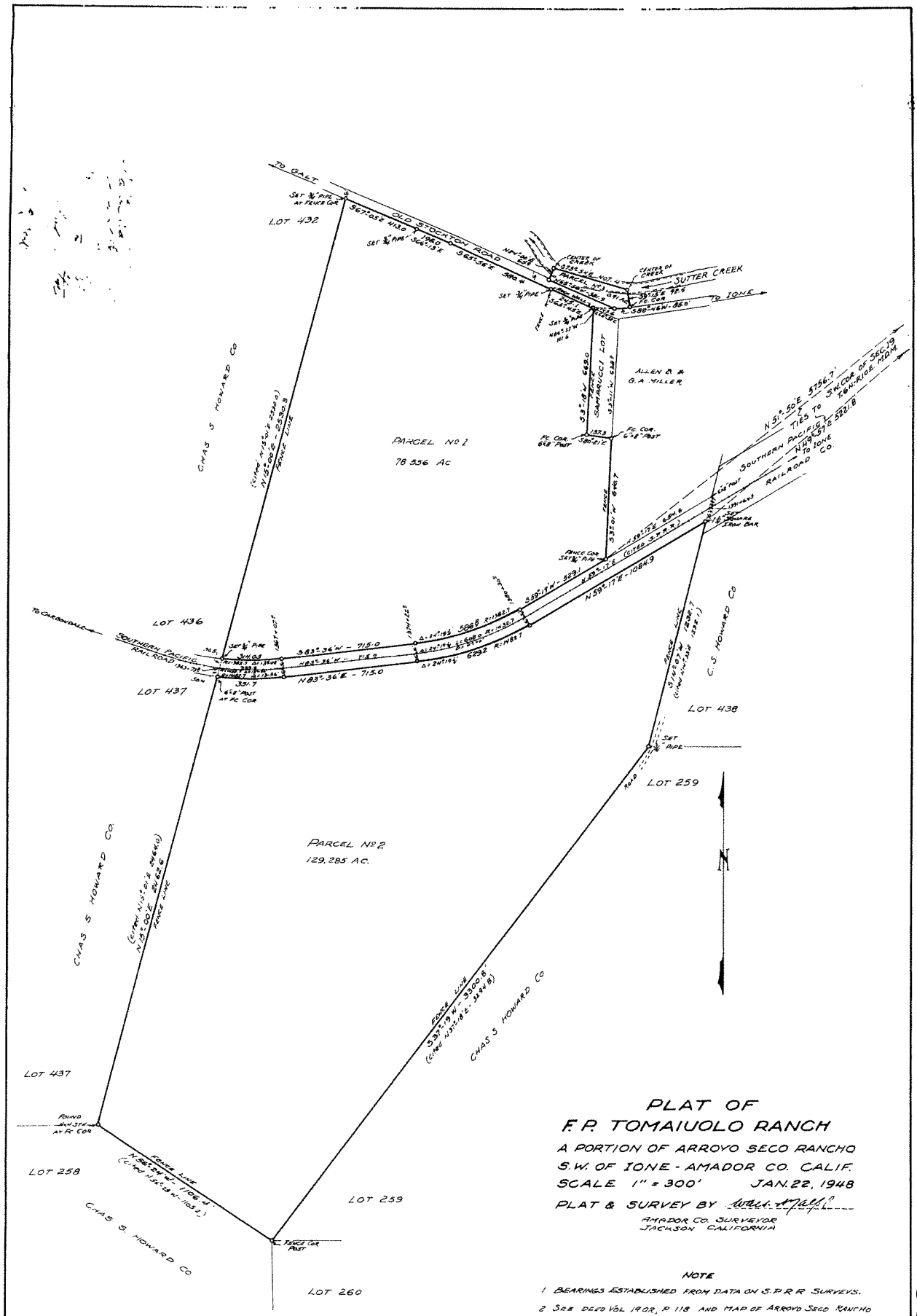
R.M.Bk.56, Pg.76 (5/13/04)
7- P.M.Bk.62, Pg.40 (05/13/10)
8- R.M.Bk.62, Pg.87 (12/29/10)
9- R.M.Bk.65, Pg.58 (06/07/18)
10- R.M.Bk.66, Pg.15 (11/14/19)

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

Map changes become effective with the 2019-2020 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

57

Assessor's Map Bk.05,Pg.13
County of Amador,Calif.


TO GALT
LOT 432
OLD STOCKTON ROAD
SUTTER CREEK
TO IONE
ALLEN & G.A. MILLER
CHAS S HOWARD CO
PARCEL No 1
78.556 AC
SOUTHERN PACIFIC RAILROAD CO.
TO CARONDELET
LOT 436
LOT 437
LOT 438
C. S HOWARD CO
LOT 259
PARCEL No 2
129.285 AC.
N
LOT 258
LOT 260
PLAT OF
F.P. TOMAIUOLO RANCH
A PORTION OF ARROYO SECO RANCHO
S.W. OF IONE - AMADOR CO. CALIF.
SCALE 1" = 300' JAN. 22, 1948
PLAT & SURVEY BY
AMADOR CO. SURVEYOR
JACKSON CALIFORNIA
NOTE
1 BEARINGS ESTABLISHED FROM DATA ON S.P.R.R. SURVEYS.
2 SEE DEED VOL 190R, P 118 AND MAP OF ARROYO SECO RANCHO IN BOOK No 1 OF MAPS, MAP No 1, AMADOR CO. RECORDS

PARCEL MAP No. 1953 FOR HARLEY KRETH 206-O.R.-063

BEING A PORTION OF RANCHO ARROYO SECO - AMADOR COUNTY, CALIF.

TOMA & ANDERSON - LICENSED LAND SURVEYORS - 41 SUMMIT ST. JACKSON, CALIF.

DATE OCTOBER, 1980

SCALE: 1" = 100'

OWNER'S CERTIFICATE

The undersigned hereby certifies that he/she is the owner of the real property shown herein as the subdivision and that he/she does hereby consent to the preparation and recordation of this map, and, in consideration for and as a condition of the approval of said map he/she does hereby

1. Make an irrevocable offer to dedicate to the public for its use and convenience an easement for use as a public highway over each and every part of said subdivision designated on this map as a "road-utility easement" or "access easement", and

2. Make an irrevocable offer to dedicate to the public for its use and convenience as a public utility easement in, on, over, above, or under each and every part of said subdivision designated on this map as a "road-utility easement" or "utility easement" or "access easement" and on, over, across, and through those strips of land lying 5 feet on each side of all side lot lines and rear lot lines and 10 feet along the exterior boundaries of this subdivision and front lot lines, an easement for said County or its designees at any time, or from time to time, to enter, construct, maintain, operate, replace, remove, renew, enlarge, and protect from hazards sanitary sewers, storm drains, lines or pipe, conduits, cables, wires, poles and necessary fixtures and equipment therefor, to connect any public utility service to any parcel or lot inside or outside of said subdivision and/or to any main or trunk line or system, and

3. Promise, covenant and agree to and with said County to grant or reserve a non-exclusive easement for road purposes and for ingress and egress over all that portion of land designated as a "road-utility easement" or "access easement" to the record owners of each lot or parcel in said subdivision at such time as said lots are sold or fee title conveyed and that none of said lots shall be leased, sold or conveyed unless such non-exclusive easement for road purposes and ingress and egress is granted or reserved prior to or concurrent with said conveyance or sale (unless said portion of land has been dedicated to and accepted by said county as a public highway) so as to provide access for said owner and their agents, employees, invitees, and licensees between said parcels or lots and the nearest county road and between and among all said parcels or lots within said subdivision.

4. Make an irrevocable offer to dedicate to the public for its use and convenience

   (a) Easements for drainage purposes on, over, across, under and through all natural drainage courses and those portions of land shown hereon designated as drainage easements, and

   (b) Easements for right-of-way and utility maintenance 5 feet in width outside of ←——→ and contiguous to ALL CUTS OF FILLS of all roads offered for dedication shown hereon, for the express purpose of county's or other authority's performing all necessary work to protect the roadway and maintain the cut and fill slopes. The portions hereon covered by said easements shall be kept clear.

   Said offers to dedicate and agreements and covenants are irrevocable and shall run with the land and be binding upon any future owners, encumbrancers, successors, heirs or assigns, and shall continue in effect until expressly and lawfully abandoned and terminated by the board of supervisors of said county. Said board in rejecting any and all of said offers to dedicate shall retain the right to accept by resolution any or all said offers at any time thereafter.

Harley E. Kreth Thelma Kreth

CLERK'S CERTIFICATE

I, SHELDON D. JOHNSON, HEREBY CERTIFY THAT I AM THE CLERK OF THE BOARD OF SUPERVISORS OF AMADOR COUNTY, CALIFORNIA; THAT THE BOARD BEING THE PROPER APPROVING BODY ACCEPTS THE DEDICATIONS OF ALL PUBLIC UTILITY EASEMENTS, BUT REJECTS AT THIS TIME, ALL OTHER OFFERS OF DEDICATION APPEARING ON THIS MAP. SAID OFFERS MAY BE ACCEPTED BY RESOLUTION OF SAID BOARD AT ANY TIME HEREAFTER.

DATE 1-26-1981

Sheldon D. Johnson
COUNTY CLERK

SIGNED BY _____
DEPUTY

NOTARY'S CERTIFICATE

STATE OF CALIFORNIA, COUNTY OF Amador } SS.

ON November 14, 1980 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Thelma Kreth

PERSON ___ WHOSE NAME IS ___ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT She EXECUTED THE SAME.

OFFICIAL SEAL
SUSAN C. POTTER
NOTARY PUBLIC-CALIFORNIA
AMADOR COUNTY
MY COMMISSION EXPIRES MAY 14, 1982

Susan C. Potter
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

NOTARY'S CERTIFICATE

STATE OF CALIFORNIA } S.S.
COUNTY OF AMADOR

ON November 17, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED Harley E. Kreth AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

Susan C. Potter
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

SUSAN C. POTTER
NOTARY PUBLIC
AMADOR COUNTY

ENGINEER'S (SURVEYOR'S CERTIFICATE)

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HARLEY KRETH ON OCT, 1980 I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY

SIGNED _____

R.C.E. (OR L.S.) No. L.S. 5570

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATE 12-29-80

BY C. Lee DeLange

GARY L. CALDWELL R.C.E. 20802
AMADOR COUNTY SURVEYOR

C. LEE DELANGE L.S. 4966
DEPUTY AMADOR COUNTY SURVEYOR

PLANNING DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED PARCEL MAP No. 1953 AND THAT IT IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO. THAT ALL PROVISIONS OF AMADOR COUNTY CODE TITLE 17 HAVE BEEN COMPLIED WITH.

DATE DEC 29, 1980

SIGNED Gary Clark
PLANNING DIRECTOR

RECORDER'S CERTIFICATE

FILED THIS 26TH DAY OF JAN, 1981, AT 10:17 A.M. IN BOOK 34 OF MAPS AND PLATS, AT PAGE 43, AT THE REQUEST OF THE AMADOR COUNTY CLERK. TITLE TO LAND INCLUDED IN THIS PARCEL MAP BEING VESTED AS PER CERTIFICATE No. 383 ON FILE IN THIS OFFICE.

FEE $ 8.00 PD

496

Sheldon D. Johnson
AMADOR COUNTY RECORDER

SIGNED BY _____
DEPUTY

SHEET 1 OF 2 SHEETS

34-M-43

PARCEL MAP Nº 1953 for HARLEY KRETH 206-O.R.-063

BEING A PORTION OF RANCHO ARROYO SECO - AMADOR COUNTY, CALIF.

TOMA & ANDERSON - LICENSED LAND SURVEYORS - 41 SUMMIT ST., JACKSON, CALIF.

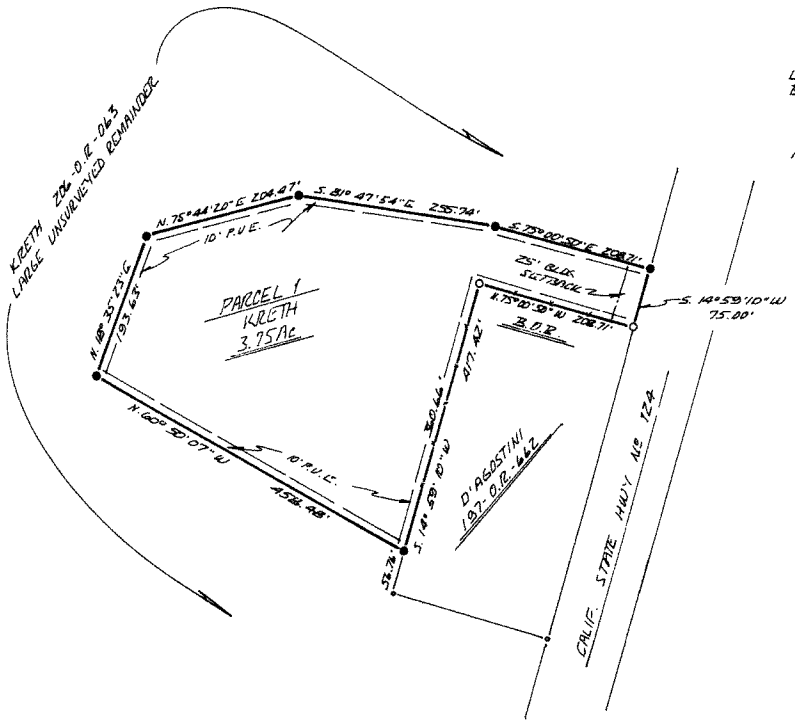
SCALE · 1" = 100' OCTOBER, 1980

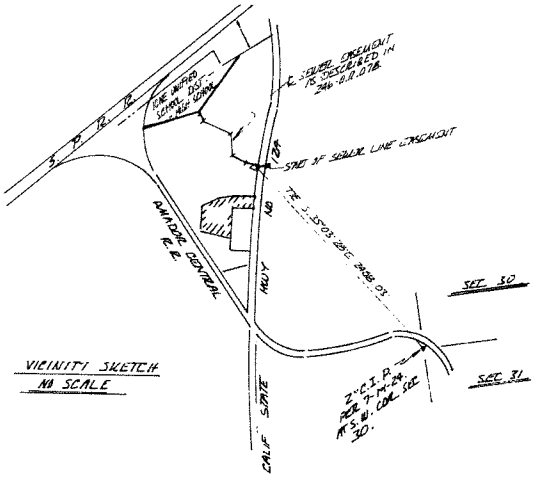
NOTES & LEGEND

- ● DENOTES 5/8 INCH STEEL ROD TAGGED L.S. 3570 SET ON THIS SURVICE.
- ○ DENOTES STEEL "T" BAR AT FENCE CORNERS FOUND PER 197-O.R.-662. AFFIXED BRASS TAG STAMPED L.S. 3570.
- • MATHEMATICAL POINT ONLY - NOTHING FOUND OR SET.
- —·—·— DENOTES FENCE LINE

THE MERIDIAN OF THIS SURVEY IS REFERRED TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN BOOK 197 OF OFFICIAL RECORDS OF AMADOR COUNTY AT PAGE 662 BEARING N. 75°00'50"W.

NOTE: SEWER EASEMENT, 12' WIDE, ACCROSS UNSURVEYED REMAINDER AS DESCRIBED IN BOOK 246 OF OFFICIAL RECORDS AT PAGE 78, AMADOR COUNTY RECORDS.





VICINITY SKETCH
NO SCALE

SHEET 2 OF 2 SHEETS

34-M-14

PARCEL MAP No. 2803

BOUNDARY LINE ADJUSTMENT

for

HARLENE M. FREDRICK and RICHARD HARLEY KRETH
Successor Trustees of the Exemption Trust created under the
Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985
20090008512

and

RICHARD H. KRETH and VALERIE M. KRETH
20080007353

BEING A PORTION OF THE RANCHO ARROYO SECO
CITY OF IONE, COUNTY OF AMADOR, STATE OF CALIFORNIA

TOMA & ASSOCIATES INC.
ENGINEERING - SURVEYING - PLANNING
41 Summit Street, Jackson, CA 95642
(209) 223-0156

February, 2010

OWNER'S CERTIFICATE

THE UNDERSIGNED, BEING THE PARTIES HOLDING A RECORD TITLE INTEREST IN THE LANDS SHOWN ON THIS MAP, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND HEREBY IRREVOCABLY AND IN PERPETUITY OFFER FOR DEDICATION TO THE CITY OF IONE ANY AND ALL PUBLIC UTILITY EASEMENTS THAT APPEAR ON THIS MAP.

Harlene M. Fredrick
HARLENE M. FREDRICK, Successor Trustee of the Exemption Trust created under the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985

Richard Harley Kreth
RICHARD HARLEY KRETH, Successor Trustee of the Exemption Trust created under the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985

Richard H. Kreth
RICHARD H. KRETH

Valerie M. Kreth
VALERIE M. KRETH

BANK OF AMADOR, a division of American River Bank
Beneficiary by 20050008509
by Wayne Garibaldi, President

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RICHARD H. KRETH IN NOVEMBER OF 2009. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED BOUNDARY LINE ADJUSTMENT, THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: MARCH 4, 2010

PLS 3570
CIRO L. TOMA P.L.S. 3570
MY LICENSE EXPIRES 6-30-2010

PROFESSIONAL LAND SURVEYOR
CIRO L. TOMA
EXP. 6-30-2010
L.S. 3570
STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

I HAVE EXAMINED THIS PARCEL MAP FOR CONFORMANCE WITH THE BOUNDARY LINE ADJUSTMENT APPROVED BY PLANNING COMMISSION RESOLUTION No. 09-7-A ON November 10, 2009, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE BOUNDARY LINE ADJUSTMENT HAVE BEEN COMPLIED WITH. PURSUANT TO SECTION 16.28.020 OF THE CITY OF IONE CITY CODE, NO TENTATIVE MAP IS REQUIRED.

DATE: MARCH 4th 2010

ROARK WEBER R.C.E. 22295
IONE CITY ENGINEER
MY LICENSE EXPIRES 9-30-2011

REGISTERED PROFESSIONAL ENGINEER
ROARK THEODORE WEBER
No. 22295
EXP. 09/30/2011
CIVIL
STATE OF CALIFORNIA

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF AMADOR

ON 2/26/2010, BEFORE ME, WENDY ASHTON, NOTARY PUBLIC, PERSONALLY APPEARED RICHARD H. KRETH AKA RICHARD HARLEY KRETH 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 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.

SIGNATURE: W. Ashton NAME: WENDY ASHTON
COUNTY: AMADOR COMM. EXP.: 06/20/2012

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF AMADOR

ON 3-1-2010, BEFORE ME, CATHY E. WILLIAMS, NOTARY PUBLIC, PERSONALLY APPEARED HARLENE M. FREDRICK 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 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.

SIGNATURE: Cathy E. Williams NAME: CATHY E. WILLIAMS
COUNTY: AMADOR COMM. EXP.: 12-14-2011

CITY CLERK'S STATEMENT

I, JANICE TRAVERSO, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IONE, CALIFORNIA, HAS REVIEWED AND APPROVED THIS PARCEL MAP No. 2803 FOR BOUNDARY LINE ADJUSTMENT BY RESOLUTION No. 1766 ON April 16, 2010, AND HEREBY ACCEPTS ALL OFFERS OF DEDICATION SHOWN HEREON FOR PUBLIC UTILITY EASEMENTS.

THE CITY COUNCIL FURTHER HEREBY ABANDONS ALL PUBLIC EASEMENTS SET FORTH BELOW PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT:

PORTION OF 10' P.U.E. PER 34-M-44

DATE: MARCH 4, 2010

JANICE TRAVERSO
IONE CITY CLERK

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF AMADOR

ON 2/26/2010, BEFORE ME, WENDY ASHTON, NOTARY PUBLIC, PERSONALLY APPEARED VALERIE M. KRETH 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 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.

SIGNATURE: W. Ashton NAME: WENDY ASHTON
COUNTY: AMADOR COMM. EXP.: 06/20/2012

NOTARY'S STATEMENT

STATE OF CALIFORNIA
COUNTY OF AMADOR

ON 2/26/2010, BEFORE ME, WENDY ASHTON, NOTARY PUBLIC, PERSONALLY APPEARED WAYNE GARIBALDI 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 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.

SIGNATURE: W. Ashton NAME: WENDY ASHTON
COUNTY: AMADOR COMM. EXP.: 06/20/2012

RECORDER'S STATEMENT

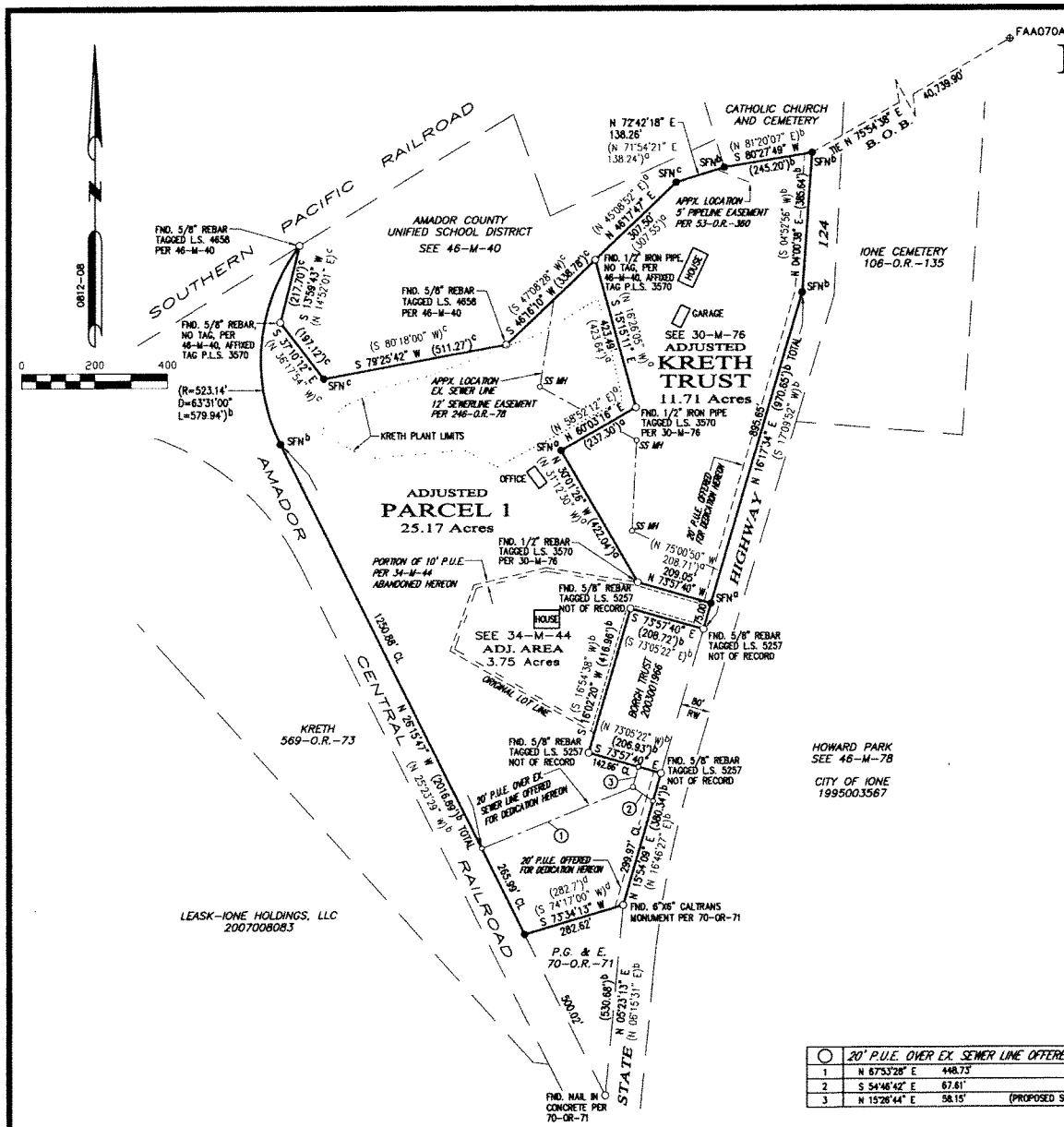
FILED THIS 13th DAY OF MAY 2010 AT 11:22 A.M. IN BOOK 62 OF MAPS AND PLATS AT PAGE 40 AT THE REQUEST OF THE IONE CITY CLERK. TITLE TO LAND INCLUDED IN THIS PARCEL MAP BEING VESTED AS PER CERTIFICATE No. 1077 ON FILE IN THIS OFFICE.

FEE: $15.00 pd - filed

INSTRUMENT No.: 2010-0003479

Sheldon D. Johnson BY Marlana Crosse
SHELDON D. JOHNSON DEPUTY
AMADOR COUNTY RECORDER

SHEET 1 OF 2 SHEETS



PARCEL MAP No. 2803

BOUNDARY LINE ADJUSTMENT

for

HARLENE M. FREDRICK and RICHARD HARLEY KRETH
Successor Trustees of the Exemption Trust created under the Harley and Thelma Kreth Family 1985 Revocable Trust dated June 19, 1985
20090008512

and

RICHARD H. KRETH and VALERIE M. KRETH
20080007353

BEING A PORTION OF THE RANCHO ARROYO SECO
CITY OF IONE, COUNTY OF AMADOR, STATE OF CALIFORNIA

TOMA & ASSOCIATES INC.
ENGINEERING - SURVEYING - PLANNING
41 Summit Street, Jackson, CA 95642
(209) 223-0156

Scale: 1"=200' *February, 2010*

NOTES and LEGEND

- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED P.L.S. 3570 SET ON THIS SURVEY
- DENOTES A FOUND MONUMENT AS NOTED ON PLAT
- DENOTES A CALCULATED POINT ONLY, NOTHING FOUND OR SET
- STATION MARK IS A PUNCH HOLE TOP CENTER ON A STEEL ROD ENCASED IN A PVC PIPE WITH LOGO CAP SET IN A CONCRETE POST FLUSH WITH THE GROUND PER NGS DATA SHEET
- DENOTES EXISTING SEWER LINE AND CENTERLINE OF EASEMENT
- DENOTES PORTION OF EXISTING 10' P.U.E. PER 34-M-44 TO REMAIN
- DENOTES PORTION OF EXISTING 10' P.U.E. PER 34-M-44 ABANDONED HEREON

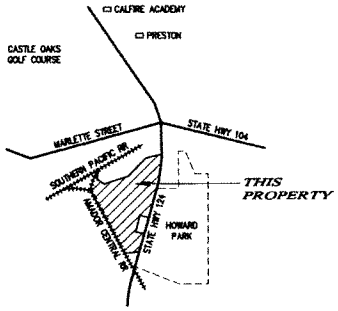
( )[a]	DENOTES RECORD DATA PER 30-M-76
( )[b]	DENOTES RECORD DATA PER 40-M-97
( )[c]	DENOTES RECORD DATA PER 46-M-40
( )[d]	DENOTES RECORD DATA PER 70-O.R.-71
CL	DENOTES CENTERLINE OR DISTANCE TO CENTERLINE
PUE	DENOTES PUBLIC UTILITY EASEMENT
SFN	DENOTES SEARCHED AND FOUND NOTHING

BASIS OF BEARINGS IS REFERRED TO STATE COORDINATES NAD 83 PER FAA POINTS AT COUNTY AIRPORT. TIE TO GRID COORDINATES FAA070A ESTABLISHED BY NGS IN MARCH 1994, NAD 83 (1992), EPOCH DATE 1991.35, CALIFORNIA ZONE 2.

COORDINATES:
1900346.24 N 6907262.30 E

TIE AS SHOWN ON PLAT TO THIS SURVEY N 75°54'38" E 40,739.90'.

○	20' P.U.E. OVER EX. SEWER LINE OFFERED FOR DEDICATION HEREON		
1	N 67°53'28" E	448.73'	
2	S 54°46'42" E	67.61'	
3	N 15°26'44" E	58.15'	(PROPOSED SUPPLY LINE TO BORGH PARCEL)



VICINITY MAP
NOT TO SCALE

SHEET 2 OF 2 SHEETS

RECORD OF SURVEY- BOUNDARY LINE ADJUSTMENT

FOR

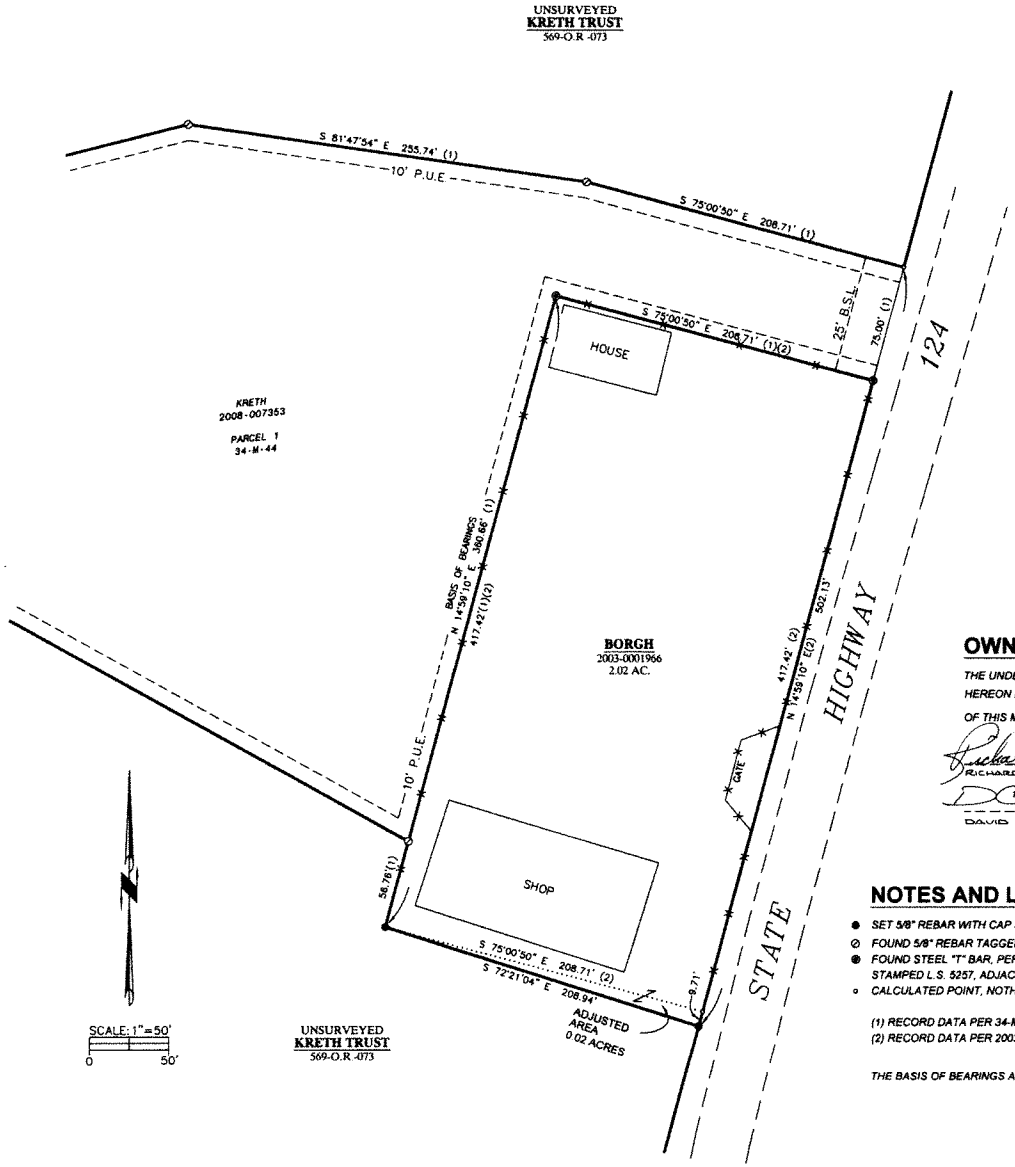
DAVID BORGH TRUST DATED JULY 19, 2000

2003-0001966

AND

HARLENE M. FREDRICK AND RICHARD HARLEY KRETH
SUCCESSOR TRUSTEES OF THE EXEMPTION TRUST CREATED UNDER THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST DATED JUNE 19, 1985
2009 - 0008512

BEING A PORTION OF THE RANCH0 ARROYO SECO,
CITY OF IONE, AMADOR COUNTY, CALIFORNIA
SCALE: 1"=50' DECEMBER, 2008



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIRMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF DAVID C BORGH IN JULY, 2008

LICENSED LAND SURVEYOR STEVEN W. BROWN No. 5257 LIC. EXP. 12-31-11 STATE OF CALIFORNIA

SEPT. 15, 2008
STEVEN W. BROWN L.S. 5257 DATE

LIC. EXP. 12-31-11

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS 29TH DAY OF DECEMBER 2010

GEORGE E. ALLEN L.S 4951

LIC. EXP. 12-31-11

LICENSED LAND SURVEYOR GEORGE E. ALLEN NO. 4951 LIC. EXP. DEC. 31, 2011 STATE OF CALIFORNIA

OWNER'S STATEMENT

THE UNDERSIGNED BEING THE OWNERS OF THE PROPERTY DELINEATED HEREON DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP. TRUSTEES OF THE EXEMPTION TRUST CREATED UNDER THE HARLEY AND THELMA KRETH FAMILY 1985 REVOCABLE TRUST

RICHARD KRETH, TRUSTEE VALERIE KRETH, TRUSTEE

DC BORGH, TRUSTEE OR SUCCESSOR TRUSTEE(S) OF THE DAVID BORGH TRUST DATED JULY 19, 2000

DAVID BORGH, TRUSTEE

CITY CLERK'S STATEMENT

I, JANICE TRAVERSO, HEREBY CERTIFY THAT THE BOUNDARY LINE ADJUSTMENT SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF IONE ON 10/14 2008 BY RESOLUTION No. 08-09

JANICE TRAVERSO

CITY OF IONE CLERK

NOTES AND LEGEND

- ● SET 5/8" REBAR WITH CAP STAMPED L.S. 5257
- ⊘ FOUND 5/8" REBAR TAGGED L.S. 3570, PER 34-M-44
- ◉ FOUND STEEL "T" BAR, PER 34-M-44 & 2003-0001966, SET 5/8" REBAR WITH CAP STAMPED L.S. 5257, ADJACENT TO SAME
- ∘ CALCULATED POINT, NOTHING FOUND OR SET

(1) RECORD DATA PER 34-M-44
(2) RECORD DATA PER 2003-0001966

THE BASIS OF BEARINGS AS SHOWN HEREON IS N 14°59'10" E PER 34-M-44

RECORDER'S STATEMENT

FILED THIS 29th DAY OF December 2010 AT 1:27 P.M. IN BOOK 62 OF MAPS AND PLATS AT PAGE 87 AT THE REQUEST OF THE AMADOR COUNTY SURVEYOR.

FEE: $10.00 paid filed INSTRUMENT No.: 2010-0010508

SHELDON D. JOHNSON DEPUTY

AMADOR COUNTY RECORDER

STEVEN W. BROWN- *LAND SURVEYING*

27 MAIN ST. JACKSON, CA 95642 (209)223-1061

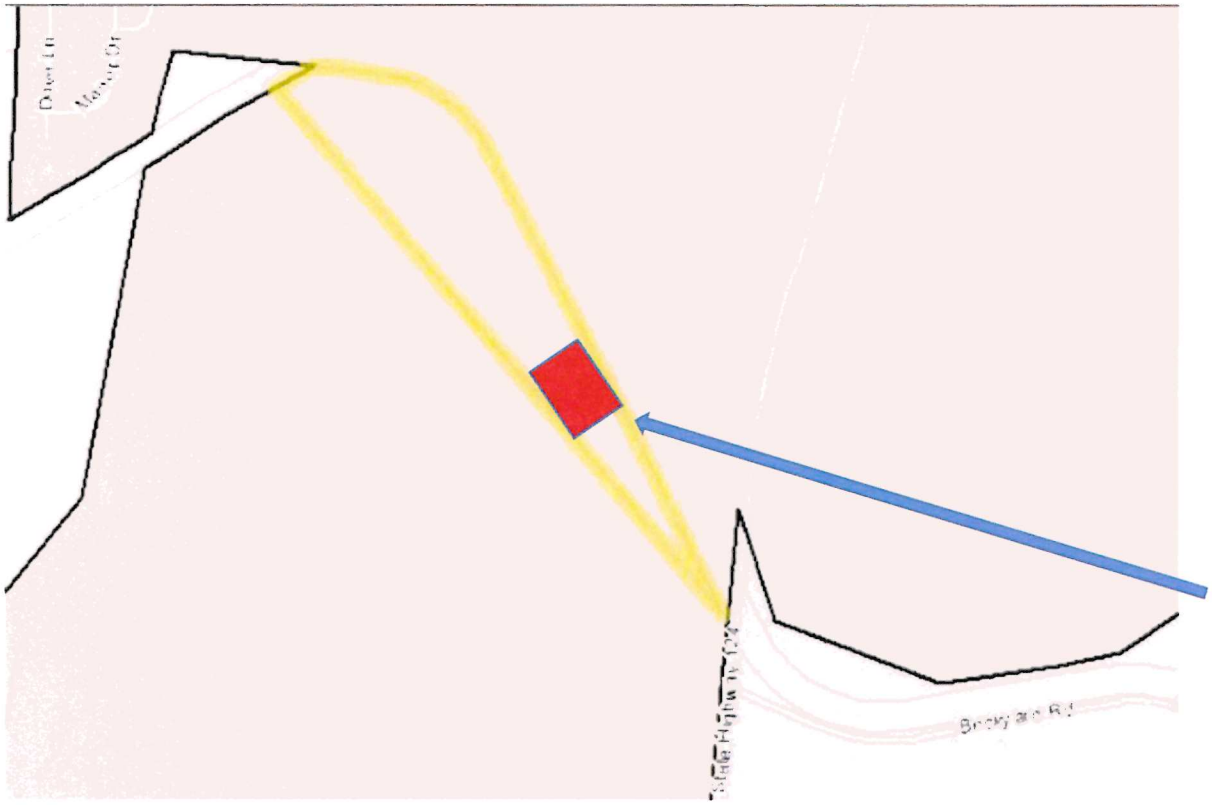
SCALE: 1"=50' DEC. 2008 W.O. 3652

Kreth Property-Hunters Lane/Rail Explorers ~Site Plan Review~

June 2023 Ione, CA.

Property Location/Flood Plain/Site Plan/ Landscape/Lighting/Structure Dimensions/Type/Traffic Plan CA 124

APN-005130005000



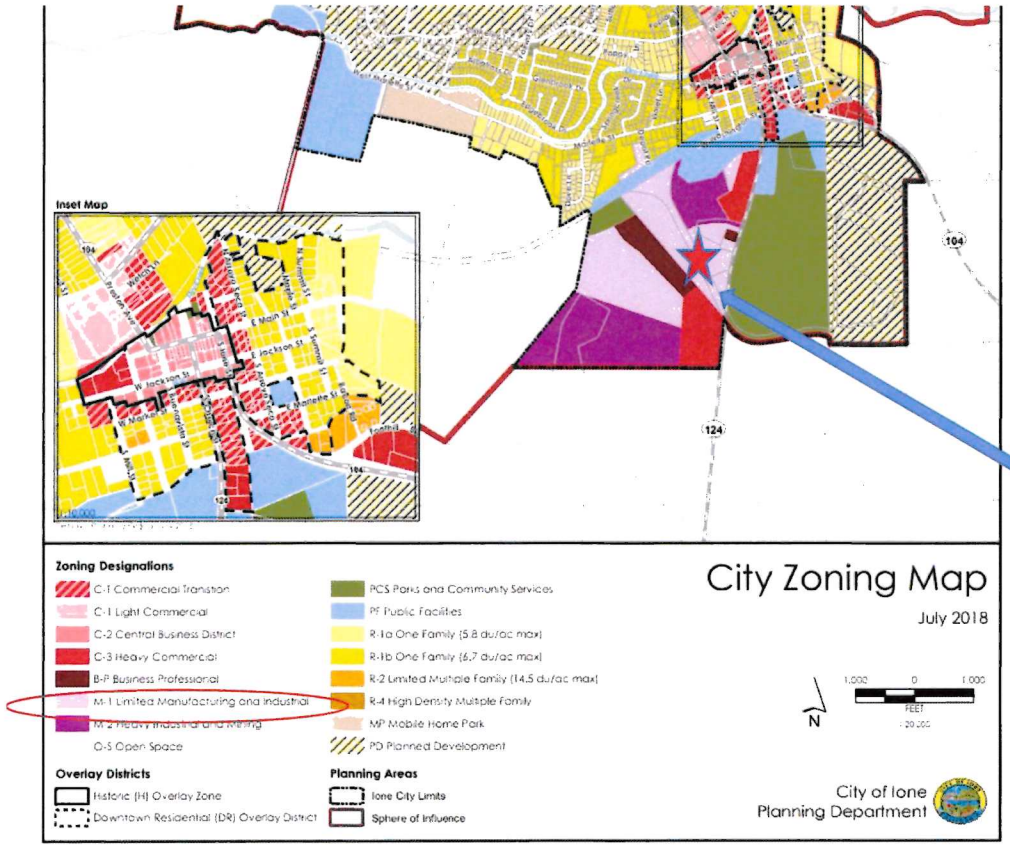
General Use- U.A

Zoning-M1-Limited manufacturing and industrial

Address-Hunters Lane

Use, Location in parcel

APN-005130005000-City Zoning Map



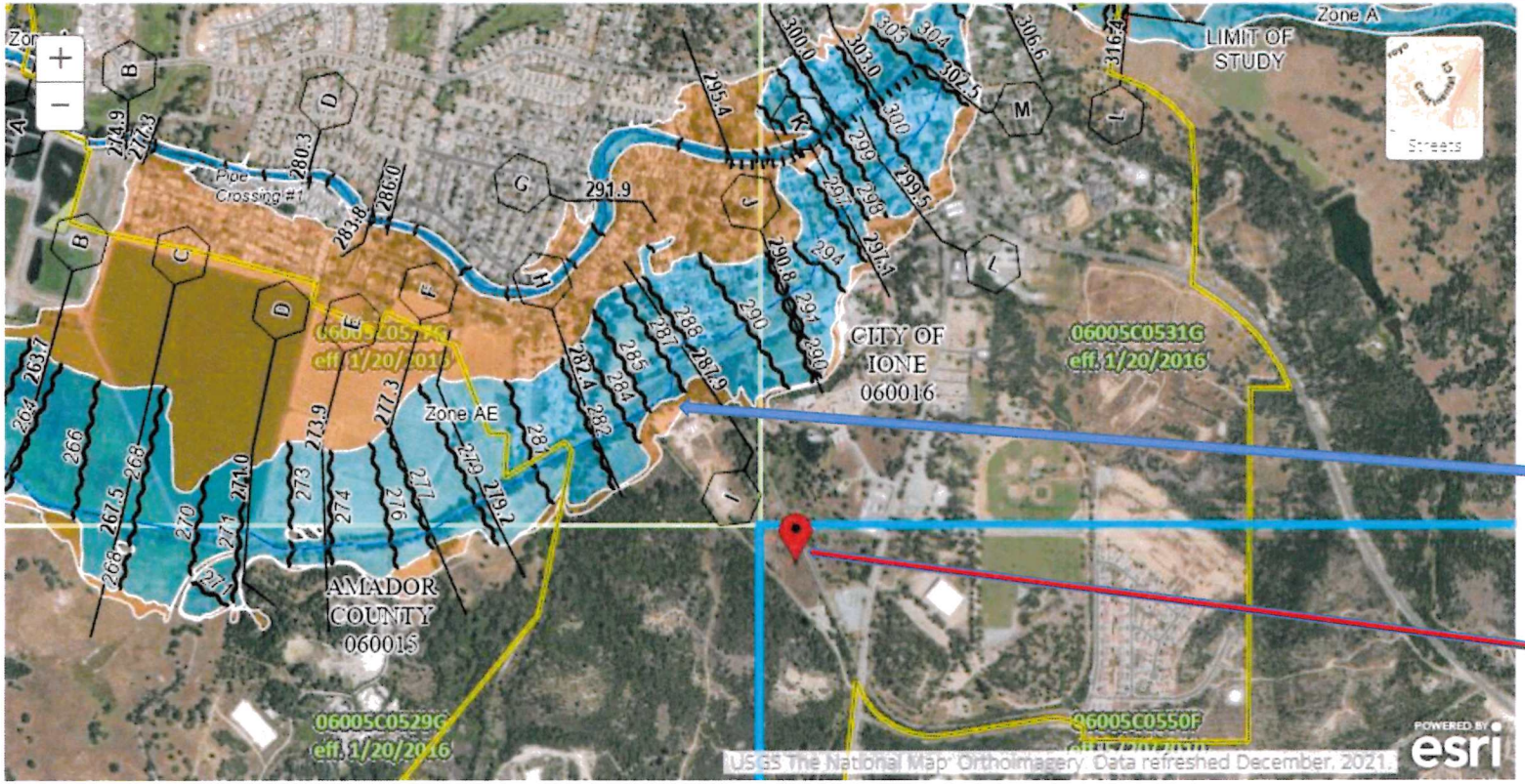
General Use- U.A

Zoning-M1-Limited manufacturing and industrial

Address-Hunters Lane

Use, Location in parcel

Flood Plain and location



FEMA

Flood Plain

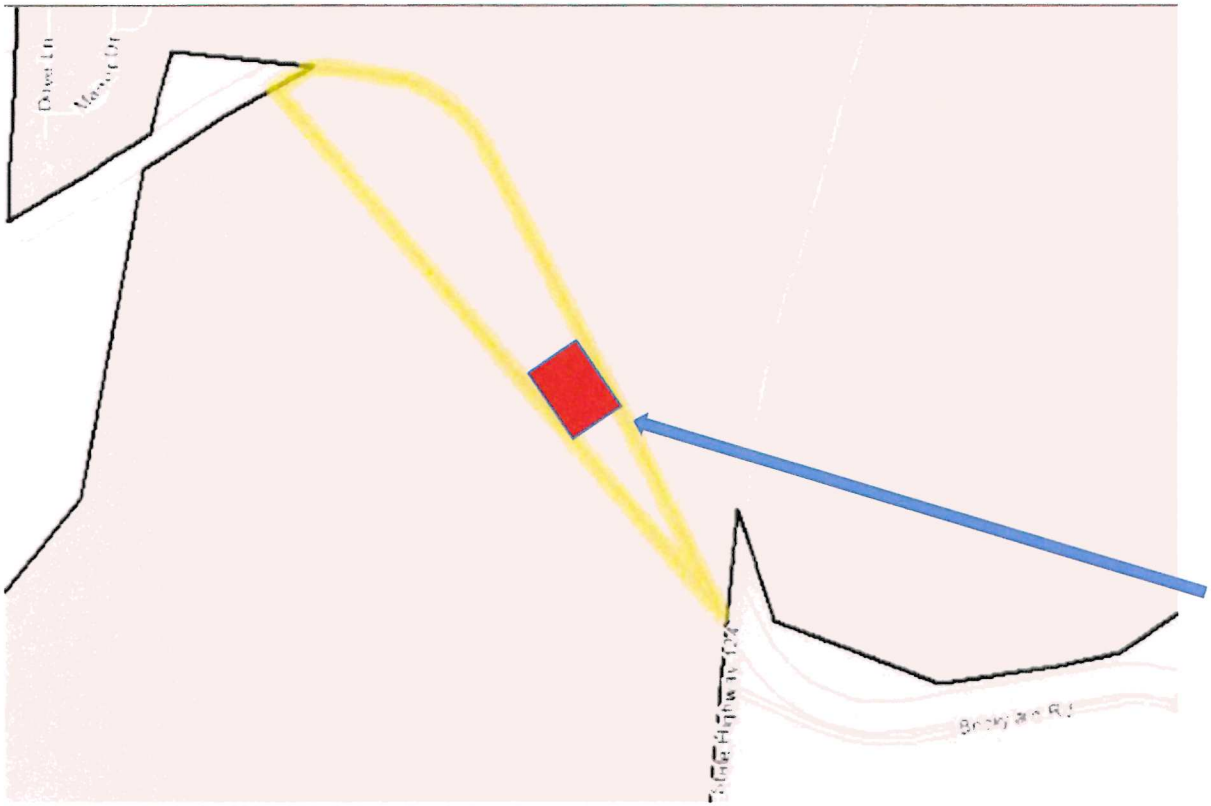
Rail Explorers Location
Kreth Property

Kreth Property-Hunters Lane/Rail Explorers ~Site Plan Review~

June 2023 Ione, CA.

Property Location/Flood Plain/Site Plan/ Landscape/Lighting/Structure Dimensions/Type/Traffic Plan CA 124

APN-005130005000



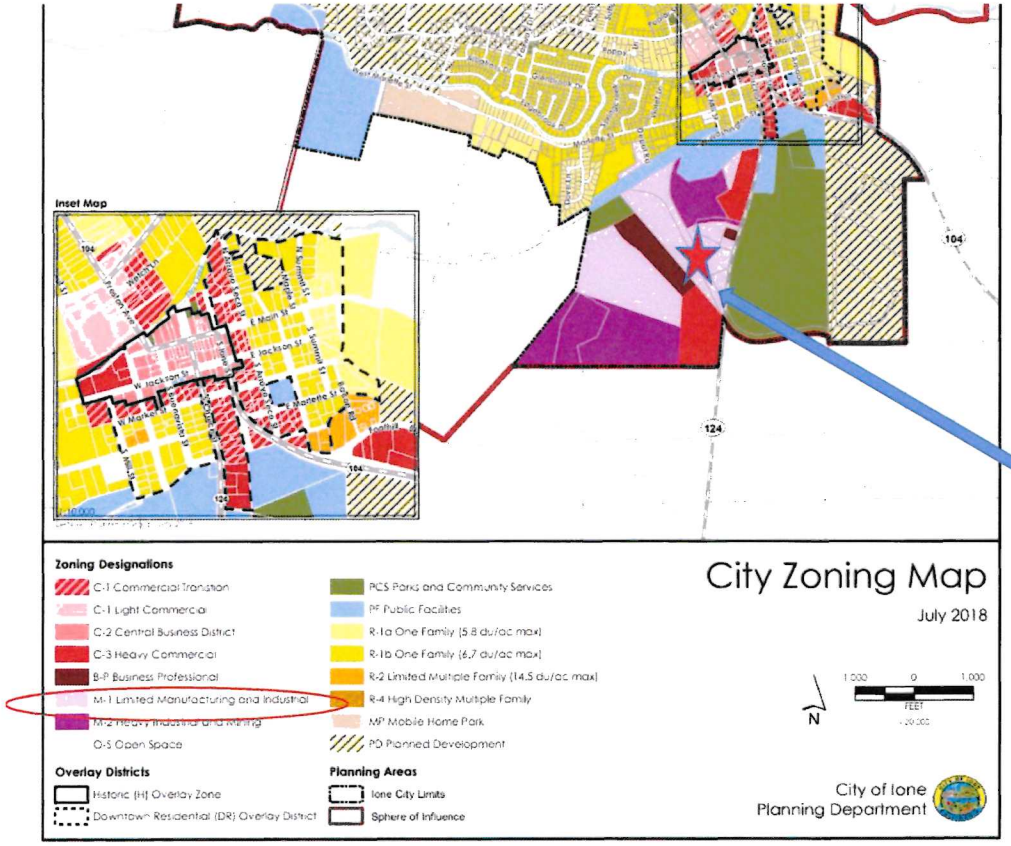
General Use- U.A

Zoning-M1-Limited manufacturing and industrial

Address-Hunters Lane

Use, Location in parcel

APN-005130005000-City Zoning Map



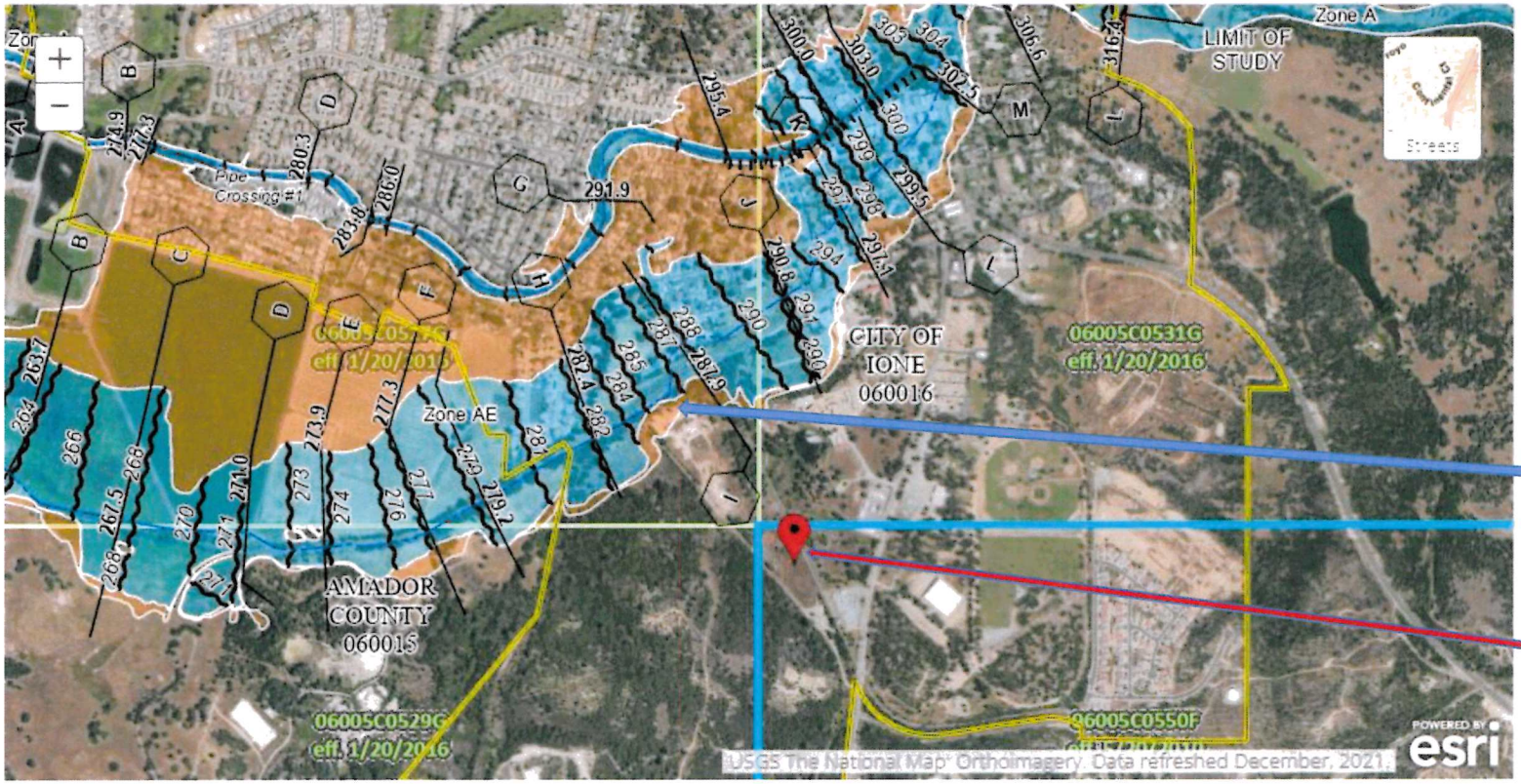
General Use- U.A

Zoning-M1-Limited manufacturing and industrial

Address-Hunters Lane

Use, Location in parcel

Flood Plain and location



FEMA

Flood Plain

Rail Explorers Location
Kreth Property

RAIL EXPLORERS®
AMADOR GOLD COUNTRY
SETBACK 25'
205'
225'
125'
145'
50'
100' Amador Central Railroad Right Of Way
275' Boarding Area (Gravel)
Bathroom Trailer 22' x 8'
STAFF Office Trailer 38' x 8'
Concete or AC ADA Pathway
Guest Seating Area approx 120' x 100'
Ticket Office 20' x 8'
STAFF Storage Container 40' x 8'
Parking Area 125' x 70'
19 x spaces (10' x 20') + 1 x ADA space
N
50'
10
5
100'
25'
10

Landscape Plan

Trees and Plants
This area is currently a vacant open lot. There are NO TREES and NO PLANTS and the current ground cover will be grubbed to remove weeds and grasses.

Parking Lot
This surface will be graded and filled in with ¾" gravel road base.

All site work will be done by the property owner Rick Kreth.

Outdoor Hospitality Area

Outdoor hospitality area

This surface will be a fine aggregate stone or like material to control weeds and mud.
Rail Explorers would use Adirondack chairs and picnic tables for seating. (on the site map this is represented with the red and yellow symbols)

Lighting Plan

Rail Explorers is a daytime and daylight operation. The only planned outdoor lighting would be flood lights attached to the structures for twilight closing procedures. Additionally, these lights would be on motion sensors to turn on and off as needed.

Other

Water and Sewer are not needed due to self contained bathroom trailer with 300 gallon water tank. See example on slide 13. Rail Explorers currently owns a brand new, never been used trailer that will be delivered upon approval.

Rail Explorers will contract with a local water provider and pump out service provider to maintain this unit.

Structures and Dimensions

1. Storage Container-40'x 8'=320'
2. Ticket Office/Gift Shop- 20'x 8'=160'
3. Bathroom Trailer- 22'x 8'=176'
4. Office Trailer- 38'x 8'=304'

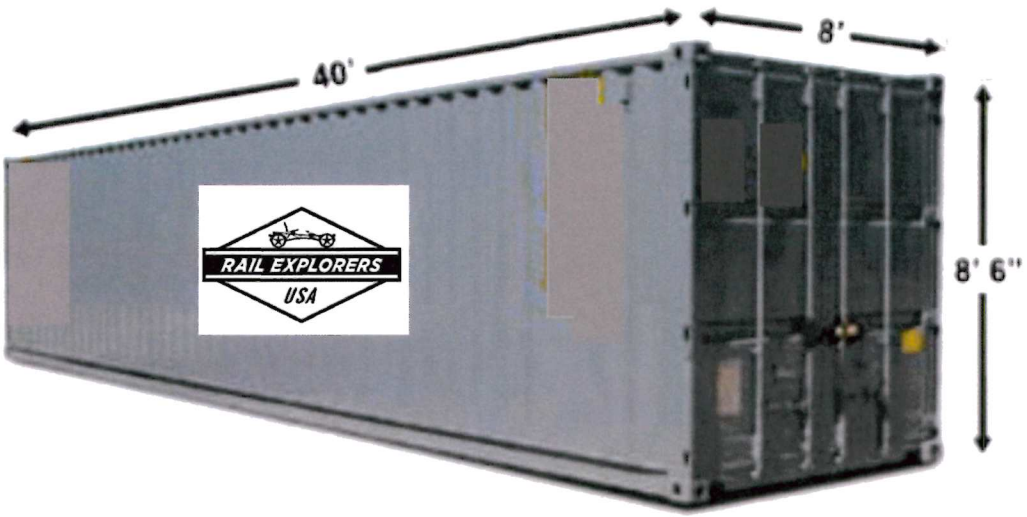
Total Structures =960' Sq Ft

Total leased land in use=40,000 sq ft. (Approx.)

Lot Coverage with mobile structures=2.4%

All mobile structures, see following slides for examples

1. Storage Container-(40'-8')
~On ground~



External Dimensions

Length: 40'

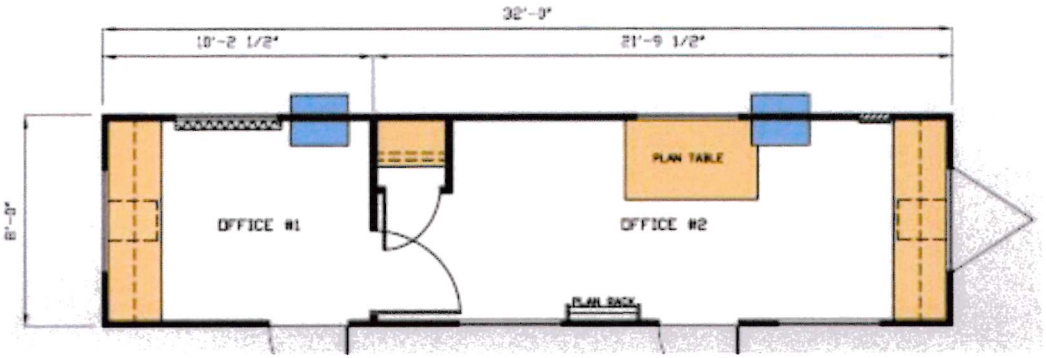
Width: 8'

Height: 8' 6"

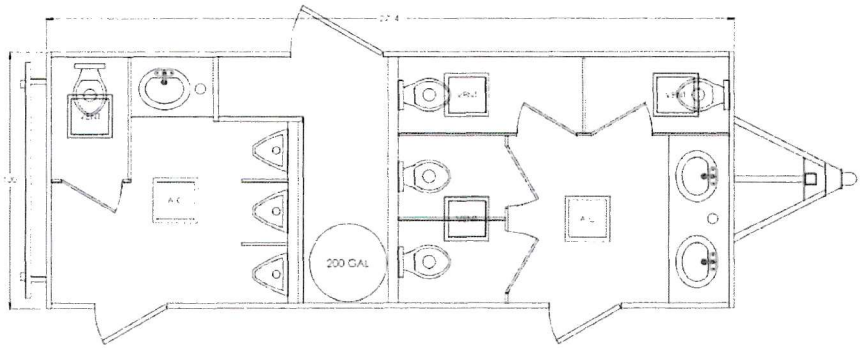
2. Ticket Office Refurbished Container-(20'-8')
~On ground~

Dimensions: 20FT Long x 8FT Wide x 9FT 6IN Tall

4. Office Trailer-(36’-8’)
~On Wheels~



3. Bathroom Trailer- (22’4”-8’3”)
~On Wheels~



***Will use local, authorized company for pump out and water service.*

Letter from Fire Chief-Ken Mackey

CITY OF IONE
FIRE DEPARTMENT

Fire Life Safety

April 17, 2023

Richard Kreth – Kreth Trucking
601 S. Church St
Ione Ca. 95640

Re: Hunter Lane – Recreational Railroad Speeders site

The City of Ione Fire Department has done a courtesy review of the proposed placement of shipping containers on the east side of Hunter lane for the purpose of the railroad recreational speeders club to be used as a ticket office, Snack shack, and Bathrooms

This will still need to be addressed with city hall for any permits or concerns

We understand this is to be used as a temporary condition until a permanent building is constructed with this in mind we will allow the use of ONLY METAL SHIPPING CONTAINERS will be allowed due to the lack of a fire hydrant system within 150 ft of the site.

Any electrical work shall be required to meet the California Electrical Code through the Ione Building department

All roads shall be a minimum of 20 feet on width and an all weather surface capable of supporting fire apparatus

All weeds and wild land growth shall be kept cut to 2" or less and a minimum of 50' clearance

All containers shall be equipped with proper exits and occupant load posted

All containers shall be equipped with a 2A10BC fire extinguisher

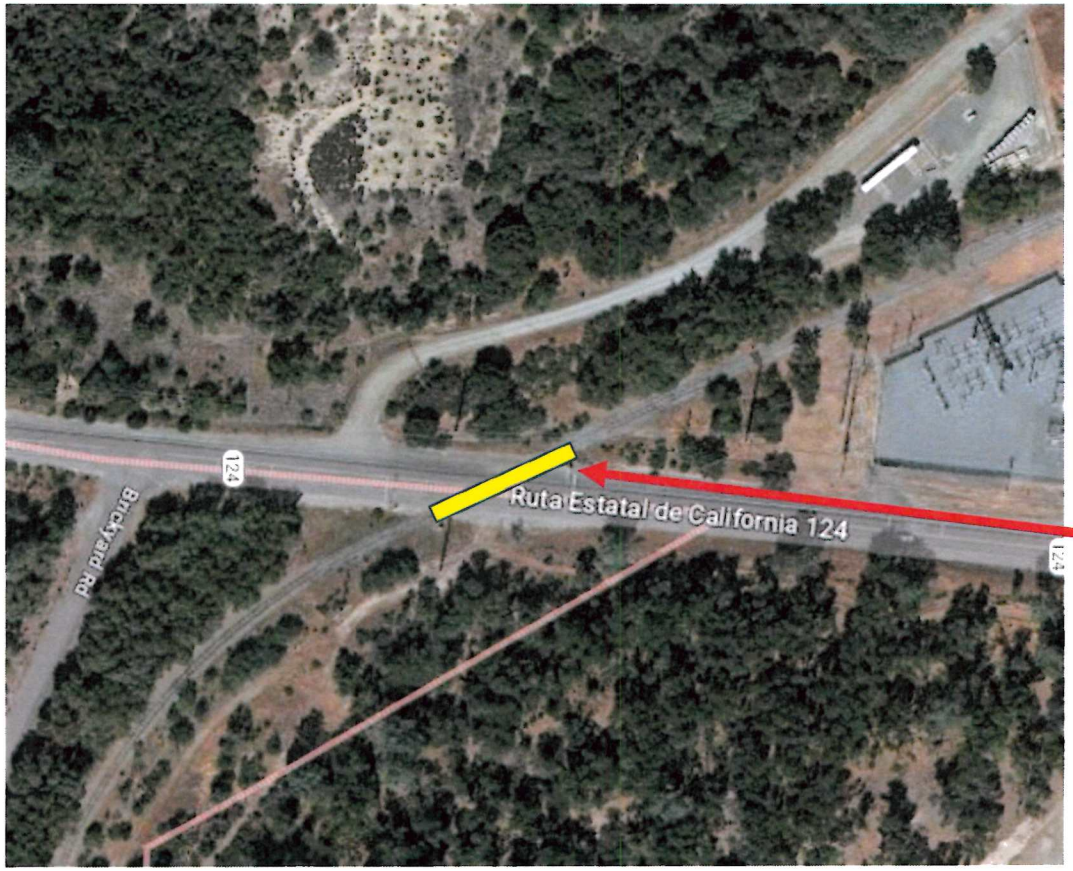
The address shall be posted 3" in height visible from the street

This is a courtesy notice review Only, please feel free to contact me if there are any questions

209-256-4498

Ken A. Mackey
Fire Chief

Traffic Plan-CA 124 Location



CA-124 Crossing

Traffic Plan CA-124 Details

SUMMARY/BACKGROUND

Rail Explores has been operating in Phoenicia NY (Catskills Division) since 2017. In this time of operation, Rail Explores has used the process detailed to the right with support photographs in the following slides. This is on State Highway 28 and is managed by the New York Department of transportation. In the last six years and over 115,000 riders there have been zero safety issues or concerns.

Rail Explorers intends to deploy the same traffic plan on CA-124 in Ione, CA.

Process in Phoenicia NY that would be done in Ione on CA-124

1. When all bikes reach the crossing they are linked together with all steel couplers to cross as one unit.
2. Rear guide will signal to flagger when all bikes are safely linked together, as one unit, and it is clear to flip the switch for the crossing signals and gates to engage.
3. Two Flaggers (rear guide and flagger) position themselves in opposite lanes where gate is not blocking, with flag held out, and facing oncoming traffic.
4. The tour of bikes goes across the highway, as one unit, when gates have gone down completely and lead guide gives signal to riders to start pedaling. From the time the gates are activated to the time the gates are turned off is about *45 seconds*.
5. Crossing signals are flashing the entire time from when switch is flipped in the "gate down" position, and only flipped to "up" position when last bike has completely crossed the road past white shoulder line.
6. Road Sign boards (Visual Message Boards or VMBs) flash between "RR XING Active Daily" to "RR XING Use Caution". When we are not operating 7 days a week, it will say "RR XING ACTIVE THURS-MON"

Flaggers getting into position

Gates being activated

Flaggers in position, gates and lights activated, Rail Bikes Crossing as one unit.

Flaggers in position, gates and lights activated Rail Bikes Crossing as one unit.

Guides turning off gates and lights and traffic resumes. Approx. 45 seconds for total crossing time.

VMB Boards positioned on both East Bound and West Bound lanes for the operating season

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research

☒ Amador County Clerk
810 Court Street
Jackson, CA 95642

From: City of Ione
1 E Main Street
Ione, CA 95640

Project Title: Rail Explorers Guided Railbike Facility

Project Location: City of Ione – 702 Hunter Lane, APN: 005-130-005

Project Description: The Project, consists of a guided railbike facility proposed by Rail Explorers at 702 Hunter Lane, APN 005-130-005, approximately 400 feet west of State Route CA-124 and adjacent to the Amador Central Railroad tracks.

Lead Agency: City of Ione

Lead Agency Contact: Jeffrey Setterlund, City Planning

Applicant: Rail Explorers, USA

Exemption Status: ☒ Categorical Exemption. (Section 15303, Class 3)

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The Project is exempt from CEQA in accordance with CEQA Guidelines Section 15301, Section 15303, and Section 15304. Section 15301, Existing Facilities, consists of exemption of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. As described above, the proposed Project involves no expansion of the railroad facility that is currently used by Amador Central Railroad and will use the existing railroad facility for the guided railbike tours. Section 15303, New Construction or Conversion of Small Structures, exempts construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. As an example, the new construction of a small structure is considered exempt from the requirements of CEQA if a store, motel, office, restaurant or similar structure does not involve the use of significant amounts of hazardous substances, and does not exceed 2,500 square feet in floor area. Section 15304, Minor Alterations to Land, exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. As described above, the proposed Project consists of the placement of temporary structures totaling approximately 960 square feet in floor area, minor improvements to the Project site, the Project does not propose the use of significant amounts of hazardous substances, and the Project would not remove any trees. As such, it does not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Each class includes examples for the exemption. The proposed project is consistent with the example provided at CEQA Guidelines Section 15303(c), "A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive." More specifically, the proposed Project:

- Is less than 2,500 square feet in floor area;
- Is located on a site zoned for the proposed use;
- Does not involve the use of significant amounts of hazardous substances; and
- Is not environmentally sensitive.

For these reasons, the project qualifies under the basic criteria of CEQA Guidelines Section 15303. However, in addition to demonstrating consistency with the criteria at CEQA Guidelines Section 15303, the proposed project must also be reviewed to determine if any exceptions to the application of a categorical exemption are present pursuant to CEQA Guidelines Section 15300.2 (Exceptions).

CEQA GUIDELINES SECTION 15300.2 (EXCEPTIONS):

CEQA Guidelines §Section 15300.2 provides a list of exceptions for situations where categorical exemptions shall not be used because of the potential for significant environmental effects. The following text addresses each exception, as it relates to the proposed project.

15300.2(a) (Location): This exception states, "Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies." The project site's location does not include any environmental feature indicating that it is sensitive. The project itself consists of a new guided railbike facility on vacant land. The project site is also not listed on any governmental list of sites with a prior release of hazardous materials. For these reasons, the location exception at CEQA Guidelines §15300.2(a) does not apply to the project.

15300.2(b) (Cumulative Impact): This exception states, "All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant." Because there have not, to date, been a succession of similar projects in the area, the cumulative impact exception of CEQA Guidelines Section 15300.2(b) does not apply to the project.

15300.2(c) (Significant Effect): This exception states, "A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances." The project site's location does not include any environmental feature indicating that it is sensitive, and the project would provide for a guided railbike facility that are similar to uses allowed within the area. For these reasons, there are no unusual circumstances applicable to the project or its site and the exception at CEQA Guidelines Section 15300.2(c) does not apply to the project.

15300.2(d) (Scenic Highways): This exception states, "A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR." There are no state scenic highways within the City of Ione. Therefore, the exception at CEQA Guidelines Section 15300.2(d) does not apply to the project.

15300.2(e) (Hazardous Waste Sites): This exception states, "A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code." The project site is also not listed on any governmental list of sites with a prior release of hazardous materials. Therefore, the exception at CEQA Guidelines Section 15300.2(e) does not apply to the project.

15300.2(f) (Historic Resources): This exception states, "A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource." The project site consists of a vacant land. The project would result in the construction of a guided railbike facility. Therefore, there are no historic resources at the project site and the exception at CEQA Guidelines Section 15300.2(f) does not apply to the project.

City of Ione

By _____
Jeffrey Setterlund, City Planning
City of Ione
City Planning Department
Date: August 3, 2023

CITY OF IONE
IONE, CA 95640

Agenda Item #I2

DATE: **AUGUST 8, 2023**

TO: **HONORABLE PLANNING COMMISSION**

FROM: **JEFF SETTERLUND, CITY PLANNING**

SUBJECT: **ZA-23-001: ZONING CODE AMENDMENTS – TABLE 17.40.050-1**

RECOMMENDED ACTION

1. Open the Public Hearing and receive public comment; and
2. Make a recommendation to the City Council regarding adoption of the Zoning Code Amendments.

BACKGROUND:

Through a review of the City's Zoning Code, as amended in early 2023, incomplete parking requirements for commercial and residential uses were identified within Table 17.40.050-1, Parking Requirements by Land Use. The Zoning Code Amendments – Table 17.40.050-1 Project would revise the Zoning Code to complete missing parking requirements for Studio units, One and Two Bedroom Units, Retail, Service, and Office Uses and Automotive and Vehicle Uses; consistent with consistent with similar uses in the Zoning Code, the City of Ione Downtown Plan, and similar jurisdictions.

DISCUSSION:

The Planning Commission will be presented with the proposed Zoning Code Amendments for discussion. The amendments include changes to:

- Specify number of required parking spaces by land use for Retail, Service, and Office Uses (including Eating and Drinking Establishments and Offices, Business and Professional) and Automotive and Vehicle Uses (including Auto Services and Car Washing).

The absence of adequate parking requirements in the current Zoning Code results in the potential for businesses to potentially lack sufficient parking spaces to accommodate parking demand and creates uncertainty for the planning application review process. Therefore, revisions to the Zoning Code Table 17.40.050-1 are required to clearly delineate and identified specific parking requirements for Retail, Service, and Office Uses and Automotive and Vehicle Uses.

Parking requirements of comparable land uses in the existing Zoning Code of the City of Ione were compared with the Downtown Plan of the City of Ione, Jackson, Sutter Creek, and Amador

County. Table 1 summarizes parking requirements in the Ione Downtown Plan and of nearby jurisdictions.

Table 1 Parking Requirements of Comparable Jurisdictions

Land Use Category	City of Ione Zoning Code	City of Ione Downtown Plan	Jackson	Sutter Creek	Amador County
Eating and Drinking Establishments	--	1 space per 750 sq. ft. of floor area[1]	1 space per each 75 sq. ft. of gross floor area for patrons, plus 1 space per each 300 sq. ft. of service area, plus one space per each 100 sq. ft. of outdoor dining area.	1 space per 4 seats	1 space per 4 seats
Offices, Business and Professional	--	1 space per 750 sq. ft. of floor area[1]	1 space per each 250 sq. ft. of gross floor area for the first 5,000 sq. ft. and 1 space per each 300 sq. ft. thereafter.	1 space for each 300 sq. ft. of floor area	1 space for every 300 sq. ft. of gross floor area
Auto Sales and Rental	1 space/300 s.f. of gross floor area or 1 space/300 s.f. of facility	1 space per 750 sq. ft. of floor area	1 space per each 400 sq. ft. of gross floor area, plus 1 space per each 3,000 sq. ft. of outdoor display and sales service area, plus 1 space per each 300 sq. ft. of gross floor area for a parts department.	1 space for each 1,000 sq. ft. of floor area	1 space for every 500 sq. ft. of gross building area
Auto Services	--	1 space per 750 sq. ft. of floor area[1]	1 space per each 400 sq. ft. of gross floor area, plus 1 space per each 3,000 sq. ft. of outdoor display and sales service area, plus 1 space per each 300 sq. ft. of gross floor area for a parts department.	1 space for each 1,000 sq. ft. of floor area	1 space for every 500 sq. ft. of gross building area

[1] The Ione Downtown Plan does not have specific standards for these categories, but rather has standards applicable to all Commercial Uses.

The recommended changes to the Zoning Code are shown in track changes in Attachment B. The Project is applicable Citywide.

As shown in Attachment B, the Zoning Code Amendments – Table 17.40.050-1 project will revise the Zoning Code to include parking space requirements for Eating and Drinking Establishments; Offices, Business and Professional; and Auto Services, Car Washing uses to be comparable to similar jurisdictions. The Auto Sales and Rental standards will also be reduced to be similar to comparable jurisdictions.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), as it has been determined that the Zoning Code Amendments – Table 17.40.050-1 Project will not cause a significant negative effect on the environment. The changes to the Zoning Code will not intensify land uses, result in land use incompatibilities, or generate other unmitigated impacts beyond those that would result from the existing Zoning Code and existing provisions of State law.

PLANNING COMMISSION RECOMMENDATION

Staff recommends the Planning Commission adopt a resolution (draft resolution attached as Exhibit A) recommending the City Council adopt the ordinance amending Title 17, Zoning, Table 17.40.050-1 of the Ione Municipal Code.

MOTION: The Planning Commission adopts the resolution recommending that the city council adopt an ordinance amending the Ione Municipal Code, Title 17, Zoning, to adopt the Zoning Code Amendments – Table 17.40.050-1 Project (ZA-23-0001)

EXHIBITS

Exhibit A – Draft Planning Commission Resolution, including draft City Council Ordinance

Exhibit B – Draft Zoning Code Amendment (track changes)

Attachment A
Zoning Code Amendments Project

Table 17.40.050-1: Parking Requirements by Land Use

Land Use Type	Required Parking Spaces
Residential Uses	
Boarding and Rooming Houses	1/living or seating unit
Dwelling, Single-Family and Two-Family	2 garage spaces/dwelling unit
Dwelling, Multiple-Family	--See below
Studio, one and two bedroom units	2 spaces/dwelling unit
Three + bedroom units	2 spaces/dwelling unit
Senior units, studio, one and two bedroom units	1 space/dwelling unit
Senior units, three+ bedroom units	2 spaces/dwelling unit
Mobile Home Park	2 parking spaces/home site
Recreation, Education, and Public Assembly Uses	
Assembly Uses with Fixed Seats	1 space/4 seats of maximum seating capacity
Assembly Uses without Fixed Seats	1 space/50 s.f. of gross floor area used for dancing or assembly
Retail, Service, and Office Uses	
Retail Sales	1 space/300 s.f. of gross floor area or 1 space/300 s.f. of facility
Eating and Drinking Establishments	1 space/4 seats
Offices, Business and Professional	1 space/300 s.f. of gross floor area
Hotels and Lodging Places	1 space/unit plus 1 manager space
Medical Services, Hospitals and Sanitariums	1 space/1,000 s.f.
Automotive and Vehicle Uses	
Auto Sales and Rental	1 space/~~300~~ 500 s.f. of gross floor area or 1 space/~~300~~ 500 s.f. of facility
Auto Services Car Washing	1 space/300 s.f. of gross floor area or 1 space/300 s.f. of facility
~~Car Washing~~	
Industrial, Manufacturing, and Processing Uses	
Warehousing, Wholesaling, Research and other Industrial	1 space/500 s.f. gross floor area

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RESOLUTION NO. PC2023-*__

A RESOLUTION OF THE CITY OF IONE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE IONE MUNICIPAL CODE, TITLE 17 ZONING, TO ADOPT THE ZONING CODE AMENDMENTS – TABLE 17.40.050-1 PROJECT (ZA-23-0001)

WHEREAS, the City of Ione prioritizes efficient and effective processing of development applications; and

WHEREAS, the City of Ione seeks to implement the requirements of State law and ensure that development is consistent with the character of the City and the priorities of the community; and

WHEREAS, the Zoning Code Amendments – Table 17.40.050-1 project will repeal and replace portions of, and add and amend portions of, Title 17 (Zoning) of the Ione Municipal Code, as shown in Exhibit A; and

WHEREAS, the Zoning Code Amendments – Table 17.40.050-1 project includes changes to address requirements of parking spaces by land use; and

WHEREAS, the Planning Commission conducted a duly-noticed public hearing on August 8, 2023 to receive public comment, review the Zoning Code Amendments – Table 17.40.050-1 project, and provide direction for revisions, and

WHEREAS, the Planning Commission considered public comment; and

WHEREAS, adoption and implementation of the Zoning Code Amendments – Table 17.40.050-1 project is determined to be exempt from the California Environmental Quality Act as it meets with the criteria established in Section 15061(b)(3) of the CEQA Guidelines because there will be no physical changes to the environment and requires no further review pursuant to Section 15168(c)(2); and

WHEREAS, the Planning Commission finds that the Zoning Code Amendments – Table 17.40.050-1 project is compatible with the general objectives of the General Plan, in that the amendments implement and do not conflict with General Plan policies and standards, thereby enhancing consistency between the General Plan and Zoning Code; and

WHEREAS, the Planning Commission finds that the amendments will be in conformity with public convenience, general welfare, and good land use practice, in that the revisions are also intended to clarify the regulations and facilitate ease of use and understanding, as well as to establish appropriate standards and procedures; and

WHEREAS, the Planning Commission finds that the amendments will not be detrimental to the public health, safety, and general welfare, and will not adversely affect the orderly development of property, in that they will harmonize the Zoning Code with State law, better express the City's policies, and generally promote good land use planning and regulation.

NOW THEREFORE BE IT RESOLVED, the Planning Commission does hereby recommend that the City Council adopt the proposed Ordinance (Attachment A) amending Title 17 Zoning text based upon the following findings:

CEQA

Finding: The Planning Commission hereby finds the proposed amendment to Title 17 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Evidence: In accordance with the requirements of CEQA, the Planning Commission has analyzed this proposed zoning text amendment and finds that Section 15061(b)(3) of the CEQA Guidelines provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The amendment to the Zoning Code specifies parking requirements and does not change the amount or intensity of development that would occur in association with a project. The amendment to the Zoning Code does not relate to any one physical project and will not result in any physical change to the environment. Development accommodated under the project would be consistent with intensities and densities allowed under the existing Zoning Code, existing General Plan, and existing requirements of State law.

GENERAL PLAN

Finding: The Planning Commission hereby finds proposed amendment to Title 17 is consistent with the General Plan.

Evidence: The amendment to Title 17 implements the General Plan, including the Land Use Element land use designations. The proposed amendment to Title 17 would not introduce uses, land use densities or intensities, or development standards that are inconsistent with development allowed under the General Plan, including uses, densities, and standards required to be accommodated by State law.

The foregoing resolution of the Planning Commission of the City of Ione was duly introduced and adopted by the Planning Commission at its regular meeting on August 8, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Chairman

ATTEST:

_____

ATTACHMENT A

CITY OF IONE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE AMENDING THE IONE MUNICIPAL CODE, TITLE 17 ZONING, TABLE 17.40.050-1

Whereas, the Planning Commission conducted a duly-noticed public hearing on the Zoning Code Amendments – Table 17.40.050-1 project (Project) on August 6, 2023 and adopted a resolution forwarding the proposed Project to the City Council and recommending its adoption; and

Whereas, adoption and implementation of the Project is determined to be exempt from the California Environmental Quality Act as it meets with the criteria established in Section 15061(b)(3) of the CEQA Guidelines because there will be no physical changes to the environment and requires no further review pursuant to Section 15168(c)(2); and

Whereas, on _____, 2023, the City Council conducted a duly-noticed Public Hearing, deliberated, and considered the Project materials; and

Whereas, the City Council finds that the Project is consistent with the General Plan goals, policies, and implementation programs and is compatible with the general objectives of the General Plan, in that the amendments implement and do not conflict with General Plan policies and standards, thereby enhancing consistency between the General Plan and Zoning Code; and

Whereas, the City Council finds that the Project will be in conformity with public convenience, general welfare, and good land use practice, in that the revisions are also intended to clarify the Zoning Code regulations and facilitate ease of use and understanding, as well as to establish appropriate standards and procedures; and

Whereas, the City Council finds that the Project will not be detrimental to the public health, safety, and general welfare, and will not adversely affect the orderly development of property, in that they will harmonize the Zoning Code with State law, better express the City's policies, and generally promote good land use planning and regulation.

The City Council of the City of Ione does ordain as follows:

Section 1: Amendment of Title 17 Zoning

The text of Ione Municipal Code, Title 17, Zoning, is hereby amended to repeal and replace the affected portions of Title 17, including Table 17.40.050-1, as shown in Exhibit A.

Section 2: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance enforced.

Section 4: Environmental Review

The City Council hereby finds this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption will be prepared.

Section 5: Prior Violations

Neither the adoption of this ordinance nor the repeal or amendment by this ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violations was committed prior to the effective date of this ordinance, nor be construed as a waiver of any license, fee, or penalty, or the penal provisions applicable to any violation of such ordinances.

Section 6: Effective Date

This ordinance shall be effective thirty (30) days following its adoption by the City Council. A summary of this ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California with the names of the City Council members voting for and against it.

PASSED, APPROVED, AND ADOPTED THIS ___ day of _____, 20__.

VOTE:

Ayes:

Noes:

Abstain:

Absent:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE AMENDING THE IONE MUNICIPAL CODE, TITLE 17 ZONING, TABLE 17.40.050-1

EXHIBIT A

Table 17.40.050-1: Parking Requirements by Land Use

Land Use Type	Required Parking Spaces
Residential Uses	
Boarding and Rooming Houses	1/living or seating unit
Dwelling, Single-Family and Two-Family	2 garage spaces/dwelling unit
Dwelling, Multiple-Family	See below
Studio units, one and two bedroom units	2 spaces/dwelling unit
Three + bedroom units	2 spaces/dwelling unit
Senior units, studio, one and two bedroom units	1 space/dwelling unit
Senior units, three+ bedroom units	2 spaces/dwelling unit
Mobile Home Park	2 parking spaces/home site
Recreation, Education, and Public Assembly Uses	
Assembly Uses with Fixed Seats	1 space/4 seats of maximum seating capacity
Assembly Uses without Fixed Seats	1 space/50 s.f. of gross floor area used for dancing or assembly
Retail, Service, and Office Uses	
Retail Sales	1 space/300 s.f. of gross floor area or 1 space/300 s.f. of facility
Eating and Drinking Establishments	1 space/4 seats
Offices, Business and Professional	1 space/300 s.f. of gross floor area
Hotels and Lodging Places	1 space/unit plus 1 manager space
Medical Services, Hospitals and Sanitariums	1 space/1,000 s.f.
Automotive and Vehicle Uses	
Auto Sales and Rental	1 space/500 s.f. of gross floor area or 1 space/500 s.f. of facility
Auto Services, Car Washing	1 space/300 s.f. of gross floor area or 1 space/300 s.f. of facility
Industrial, Manufacturing, and Processing Uses	
Warehousing, Wholesaling, Research and other Industrial	1 space/500 s.f. gross floor area

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE AMENDING THE IONE MUNICIPAL CODE,

TITLE 17 ZONING, TABLE 17.40.050-1

EXHIBIT A