RESOLUTION NO. 2002-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE ACKNOWLEDGING RECEIPT OF A NOTICE OF NON-RENEWAL FOR THE CALIFORNIA LAND CONSERVATION ACT CONTRACT NUMBERS 73-AP-071 and 73-AP-072

WHEREAS, the California Land Conservation Act of 1965 (also known as the Williamson Act) was established as a method of encouraging the preservation of agricultural lands through the valuation of such lands subject to contracts under the Act; and

WHEREAS, Section 51245 of the California Government Code provides for the non-renewal of such contracts by the landowner no less than ten years from the effective date of the contract; and

WHEREAS, on February 28, 1973, the Machado family entered into Land Conservation Contract Numbers 73-AP-071 and 73-AP-072 on lands described in the attached legal description; and

WHEREAS, Anthony, Ruth Ann and Marie Machado, filed with the City of Elk Grove a Notice of Non-Renewal on land that is subject to the provisions of Land Conservation Contract Numbers 73-AP-071 and 73-AP-072.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELK GROVE HEREBY RESOLVES AS FOLLOWS:

The City Council of the City of Elk Grove does hereby acknowledge receipt of a Notice of Non-Renewal for Land Conservation Act Contract Numbers 73-AP-071 and 73-AP-072 as attached hereto and authorize the Clerk of the City of Elk Grove to execute said Notice.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on the 16th day of October 2002.

> ich Some RICK SOARES, MAYOR of the CITY OF ELK GROVE

ANTHONY B. MANZANETTI,

CITY ATTORNEY

APPROVED AS TO FORM:

JACKSON, CITY CLERK

AYES: Soares, Briggs, Cooper

Scherman, Leary

NOES: None ABSTAIN: None ABSENT: None

ATTEST:

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF ELK GROVE Planning Division 8400 Laguna Palms Way Elk Grove, CA 95758

and after February 28, 2003.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF NON-RENEWAL FOR A PORTION OF LAND CONSERVATION AREA

Pursuant to $\S51245$ and $\S51246$ of the Government Code, on the $_1st_$ day of
October ./9 2002 , the undersigned, Anthony L. Machae
Ruth Ann Machado, and Marie L. Machado
does hereby give notice of non-renewal of Williamson Land Conservation
Agreement(s) described below and as shown in the attached Exhibit A.
PROPERTY INFORMATION
Contract Numbers(s): 73-AP-071; 73-AP-072
Assessor Parcel Number(s): 132-0050-046; 041; 047
Property Owner(s):Anthony L. Machado
Ruth Ann Machado
Marie L. Machado
Document Recorded in Book 730227 at Page(s) 580
730227 572

By this Notice of Non-renewal filed with the City Council of the City of Elk Grove, the Agreement(s) referenced above will expire automatically nine (9) years from

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On <u>October 1,2003</u> before me, <u>Kenneth Red link</u> a Notary Public in and for said county, personally appeared <u>Month on the Machado</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person of whose name of the same subscribed to the within instrument and acknowledged to me that <u>ne/she/they</u> executed the same in <u>nisyher/their</u> authorized capacity (ies), and that by <u>nisyher/their</u> signature on the instrument the person of the entity upon behalf of which the person of acted, executed the instrument.

WITNESS my hand and official seal.

Vennetto Realling

KENNETH REDLINE
Commission # 1349551
Notary Public - California
Sacramento County
My Comm. Expires Apr 5, 2006

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On <u>relaber 1, 2003</u> before me, <u>Functive Clive</u> a Notary Public in and for said county, personally appeared <u>Ruth Pron Machado</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/sne/they executed the same in his/her/their authorized capacity(ies), and that by his/ner/their signature(s) on the instrument the person(s), or the entity upon

behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature

KENNETH REDLINE
Commission # 1349551
Notary Public - California
Sacramento County
Comm Expires Apr 5, 2006

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On <u>Orheber 1,2003</u> before me, <u>Verneth Redlina</u> Notary Public in and for said county, personally appeared <u>Mariel Machado</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) @/are subscribed to the within instrument and acknowledged to me that he(she/they executed the same in his(hep/their authorized capacity(ies), and that by his/fer/their signature(s) on the instrument the person(s), or the entity upon

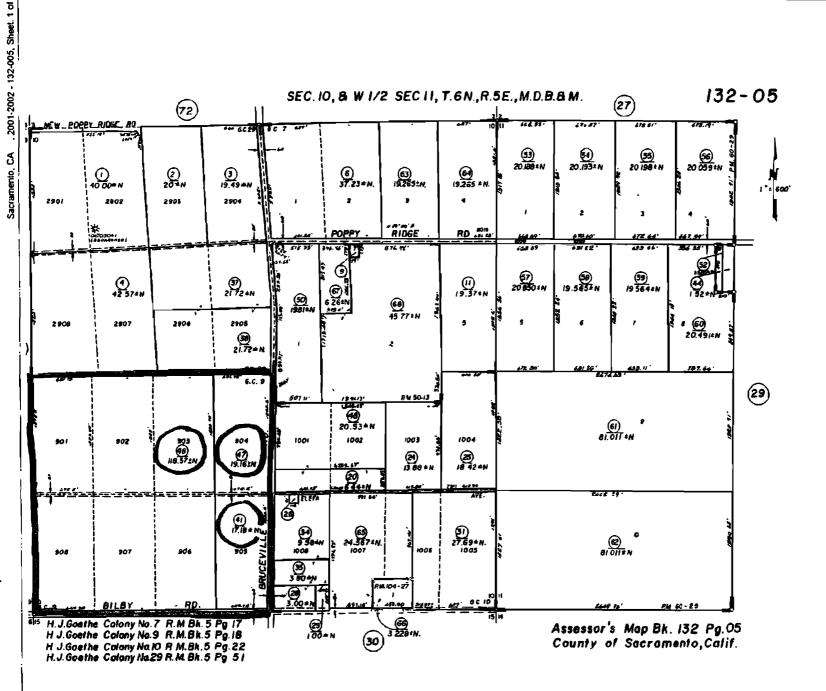
behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Kennetts Red Pine

Signature

KENNETH REDLINE
Commission # 1349551
Notary Public - California
Sacramento County

/ Sacramento County
My Comm Expires Apr 5 2006



DEC 1 1 2007

ORDER NO. 12-009538

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA LENDERS

The estate or interest in the land hereinafter described or referred to covered by this Report is: A FEE

Title to said estate or interest at the date hereof is vested in:

ANTHONY L. MACHADO AND RUTH ANN MACHADO, his wife, as joint tenants, as to Parcel 1; MARIE L. MACHADO, Trustee of The Machado Revocable Trust, created 9-21-94 as to Parcel 2; MARIE L. MACHADO, Trustee of The Machado Revocable Trust, created 9-21-94, as to an undivided 1/2 interest and MARIE L. MACHADO AND ANTHONY L. MACHADO, as Trustees of the trust under The Will of Antonio S. Machado, deceased, as established by Decree of Final Distribution, a certified copy of which recorded 12-17-76 in Book 761217, Page 1065, Official Records, as to an undivided 1/2 interest, as to Parcel 3.

The land referred to in this Report is situated in the State of California, County of Sacramento, and is described as follows:

PARCEL 1:

Lot 904, as shown on "H.J. Goethe Co's. Colony 9", filed 5-4-03 in Book 5 of Maps, Map No. 18, Sacramento County Records.

APN: 132-0050-047

PARCEL 2:

A. Tract 905, as shown on the plat of "H.J. Goethe Co's Colony 9", recorded in the office of the County Recorder of Sacramento County, on Map 4, 1903, in Book 5 of Maps, Map No. 18.

EXCEPTING THEREFROM the following described parcel of land:

BEGINNING at the Southeast corner of said Tract 905 and running thence Westerly along the South line of said Tract 905 90 feet to a point; and running thence Northerly and parallel to the East line of said Tract 905 a distance of 60 feet to a point; and running thence Easterly and parallel to the South line of said Tract 905 a distance of 90 feet to a point in the East line of said Tract 905; and running thence Southerly along the Easterly line of said Tract 905, a distance of 60 feet to the point of beginning.

B. All that portion of Lot 905 as shown on the plat of "H.J. Goethe Co.'s Colony #9", recorded in the office of the County Recorder of Sacramento County on May 4,

ORDER NUMBER: 12-009538

LEGAL DESCRIPTION (Continued....)

1903, in Book 5 of Maps, Map No. 18, described as follows:

BEGINNING at the Southeast corner of said Tract 905 and running thence Westerly along the South line of said Tract 905 ninety feet to a point; and running thence Northerly and parallel to the East line of said Tract 905 a distance of 60 feet to a point; and running thence Easterly and parallel to the South line of said Tract 905 a distance of 90 feet to a point in the East line of said Tract 905; and running thence Southerly along the Easterly line of said Tract 905, a distance of 60 feet to the point of beginning.

APN: 132-0050-041

PARCEL 3:

Lots 901, 902, 903, 906, 907 and 908, as shown on "H.J. Goethe Co's. Colony 9", filed 5-4-03 in Book 5 of Maps, Map No. 18, Sacramento County Records.

APN: 132-0050-046

73--AP-071

(BOOK 73 02 27 PAGE

580 BEFORE SACRAMENTO COUNTY CALIF

Clerk of the Board of Skemervison Sacramento County County Administration 34444 and Sacramento, California

FEO 27 2 31 PM 1973

NO FEE

ヴィームアニログ CALIFORNIA CONSERVATION CONTRACT NO. This CALIFOF-INIA LAND CONSERVATION CONTRACT, made and entered into this list day of February, 19 73, by and between the County of Secremento, a political subdivision of the State of California, bereinsiter referred to as "County" and ANTHONY L. MACHADO: RUTH ANN MACHADO: BANE OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION or successors thereof here after referred to an Oscioer: WITNESSETH: WHEREAS. Owner is the lead owner of could real property, bettin referred to as the subject property, situate in the County of Sacramento, State of California; and W/IEREAS, the author; property is described in Exhibit "B" which is made part of this Contract and

Franklin WHEREAS, said Agricultural Preserve is within the Agricultural Area, a map of which area is on file with the Peccider of

WHEREAS, the subject property is located in an agricultural preserve herstofore established by County by Resolution Number

Sacramento County, Book I of Agricultural Preserve Mans, Map Number 23, and WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of spricultural land to urban uses, and

WHEREAS, Owener and County recognize that agricultural land has definite public varies as open space and that the press, vation in agricultural productions of land will assum an adequate food supply and constitute an 'mportant physical, social, exhibit and economic asset to the people of Country to maintain the agricultural economy of Country and the State of California; and WHEREAS, both Owner and County Intenti that this Contract is and shall continue to be through Lu initial term and any exten-

sion thereof an enforceabile restriction within the meaning and for the purposes of Arricle XXVIII of the State Constitution and thereby qualify as an enforceable prestriction under the provisions of California Revenue and Taxation Corle Section 422.

NOW, THEREFORE, the parties, in consideration of the mitual benefits and conditions set torth nerein and the substantial

public benefits to be derived therefrom, do hereby agree as follows.

(1) Agreement *** Exact Pursuant to Celifornia Land Conservation Act. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Fart 1 of Division 1 of Title 5 of the California Government Code com-

to the Cultivata Latar Cataservat Act of 1905 (Casper 7 or Part 1 of Livinos) to the Cultivata Cataservat Act of 1905 (Casper 7 or Part 1 of Livinos) to the Cultivata Cataservat Menors and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section \$1240) and other provisions of said Act as are specifically inade applicable to this Contract.

[2] Use of Subject Property. During the stem of this Contract or any extension thereof, the subject property shall not be used for any other purposes one shall be 1:: primited agricultural uses" or "compatible uses" as set forth in the resolution stabilishing the boundaries and adopting the rules governing the advantation of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforezzamenticaed resolution oven though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or resysulations of County are more restrictive than the uses author and by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) Additions' Uses. The Pourd of Supervisons of County may from time to time during the term of this Contract or any extension thereof, by resonation revise the lists of "permitted agricultural user" or "compatitie user" for the sericultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Cwner any permitted agricultural or crampatible use during the term of it is Contract or any extension thereof.

(4) Term. This Contract shall be effective on the date first above written, heremarker the anniversary date, and shall remain in effect for a poiled of twentry (20) years therefrom. On the anniversary date when the unexpired remi of this Contract shall reach nine years, and so each successfring anniversary date, one year shall eutomotically be added to the unexpired term, unless notice of nonrenewal is given as provided in Paragraph 10. If either party gives godos not to renew, it is understood and agreed this Contract shall rectain in effect for the unexystrec cents

(5) Consideration. It is spread that the consideration for the execution of this Contract is the submential public benefit to be defined by Country from the preservation of land in articultural or competible uses and the advantage which will score to Owner as a result of the effect on the method of determining the case of the subject property and any reduction thereto due to the imposition of limitations on first use set forth in this Contract. Country and Owner shall not receive any payment in consideration of the

(6) Concentration. This Contract may be cancelled, as berein provided, as to all or a part of the subject property only upon the patition of Owner to Country, and after a public hearing has been held and notice theratof given as required by Section 51294 of the Covernment Code. The Becard of Supervisors of Country may approve cancellation only if they find that cancellation is not incondition with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the expectation of providing for existing the public interest. The provided of the subject of a sufficient reason right to cancellation and that the expectation of the subject for cancellation of this Countiers. A possabilial alternative use of the piperst property may be considered only if there is not proximate noncontractual lind suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot remonably be put to a permitted anticultural or compatible use specified in the reclusion satisfied the agricultural practice in which the subject property is located. Parties hereto agree that the (1) compatibilities of the cancellation relivation, (2) determination, measurement and payment of the cancellation fee (3) waiter of all or a portion of the cancellation fee (4) distribution of the cancellation fee an deferred taxes (5) recordation of the Carlot. icute of Cancellation, and (...) the creation, attichment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act pardicularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not e any cancellation out this Contract is to any of subject property par thu provision unless four (4) or more members of said

Board affirmatively vote for such cancellation.

(7) Consoliation 11 No Operative Legislation. This Contrast may be cancelled by mutual agreement of County and Owner without payment of cancellation implementing Article XXVIII of the Calif mus Constitution at the time the cancellation is requested by Owner

(8) Division of Subject Property. In the event the subject property is divided, Owner or successors thereof, as the case may be some as a condition of such division to execus a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the

execution of the contrasts provided for in this _aragraph.

The cwass of any percel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to dive notice of nonrelevel as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of my such action by an owner of a percel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels

of the divided in a

(9) Information to County. Owner, not later than the last day of December of earli year this Countret is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assess sent purposes and for

continued eligibility under the provisions of the Act.

(10) Notice of Noncessand. If after the expiration of the tenth year of the term of this Contract, and in each sucreeding year of miract, Owner desires not to receive the Contract, Owner desires not to receive the Contract, Owner deals serve written notice of nonrecowal of this Contract, won the Contract. this Contract, Owner dedice not to renew the Contract, Owner hall serve written notice of nonrenewal of this Contract aron the Cert of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. It after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, Country desires not to genew the Contract, Country shall serve written notice of nonrenewal to Owner at least shoty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for Lis purpose. Owner shall have the right to protest the nonrenueal by County provided such protest is made in writing and filled with the Clerk of the Board of Supervisors of County not later than run; (50) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the nones was mailed, whichever date it first to occur. County may prior to the annual renewal date without notice to Owner withdraw a course of renewal. Upon uest of Owner, County may authorize the Owner to wrive a notice of nonzenewal on a portion of the subject propriety said action 🔾 be in accordance with foregoing provisions of this /aragraph 10.

to in accordance with foregoing provisions of this zerating 10.

(11) Removal of Land From Agricultural Preserve, Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least fixty (60) days prior to the annual reneval date serve a notice of nonrenewal as provided in Puragraph 10. County shall exceed the notice of nonrenewal in the office of the Recenter of County as required by Section 51206 of the Government. Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said

(12) <u>Action in Emment Domain To Take All Of Subject Property.</u> Upon the filing of an action is emment domain by an agency or person specified in Government Code Section 51295 for the coodenaarton of the fee title of all of the subject property or about the equisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of sun or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person thall proceed as if the Contract never

(13) Action in Eminent Domain To Take A Person of Subject Property. Upon the full of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condennation of the fee title of a portion of the subject property. upon the acquisition in lieu of condemnation of the fee, this Contract thall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disreparded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the providens of this Contract that is not actually taken or acquired, except as otherwise provided in the Constract.

(14) Abandonment Of Action in Eminent Domein. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation. Owner agrees to execute a new agreement for all of the property to taken or acquired identical to the Contract in effect at the time stait was filled or on the data the land was to have been a provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultur-

al preserve in which the subject property was first located.

(15) Enforcement Of Contract. Any conveyance, contract or authorisation (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contract to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions have will be deemed a breach of this Contract. Such breach may be saferced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract remote scripture of festivating process in the second process and quitable remodes.

(18) Recording Of Documents. In the event of termination of this Contract for any reason County shall record the appropriate

ts with the County Recorder and file a copy with the Director of Agriculture

(17) Successors in Interest. The within Contract shall run with the lead described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, appossions and seeigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the succeeding to the completion of an nexation proceeding by a city, that cury shall succeed to all rights, duties and powers of County under this Contract, unless the subjections. property or portion thrisof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Construct pursuant to Section 51243.5 of the Government Code and said city states its Intent not to succeed to the rights, duties end powers in the recitation of intention to maner. If the dry does not exercise its option to succeed to the rights, duties

and powers this Contract becomes null and wold as to the subject property actually annexed on the date of annexation.

(18) <u>Code 3.75(101)</u>. Wherein this contract refers to sections of the Government Code, Revenue and Taxanon Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the

time of execution of said continct

IN WITNESS WHEREOf the parties here to have executed the within Contract the day and year first above written.

"COUNTY"	"PANER"			
COUNTY OF SACRAMENTO, a political rubdivision of the State of California By Chairment of the Board of production ATTENT. Claim of the arch of Supervision	Rank of America NTSCA By James M. I Nigent, Kanager (Allach echnowledgement for each signature 270ve)			

EXHIBIT A TO CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL (Sie Paragraph 10 of Contract)

Notice to County:

Notice must admitty:

- 1. Owner
- 2. Rassinstant number establishing agricultural preserve
- S. Contract Number

Address notice to:

Clerk of the Board of Supervisors County of Sacramento County Administration Building 827 - 7th Street Sacramente. California 95814

Address Notice to Owner:

Anthony L. Machado Route 1, Box 1296 Elk Grove, CA 95624

EXOLBIT B TO CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

PARCEL NO. 4: Lot 904, as shown on the "Plat of H. J. Goethe Colony No. 9", recorded in the office of the County Recorder of Sacramento County on May 4, 1903, in Book 5 of Maps, Map No. 18.

BOOK 73 02 27 PAGE 593

	, } <u>.</u>	
		, in the year 19 73 , before me.
Laura La Wasso		Public in and for the County of Secretanto
		L. Machado and Ruth Ann Machado
tate of California, person	nally appeared Kitchony	In Machine Sign Color. Ann Tracing Co
they	ezecuted (a) mose executed	subscribed to the within instrument, and acknowledges to me that the same.
,		town to telegrand
NOT.	OFFICIAL SEAL NU 1: WASSON ARY PUBLIC CALIFORNIA ACHICAGEN 10 COUP TY AMICSON Expirel Nat. 25, 1973	Notary Public in and for the County of SACT REPORTS State of California
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		E ACKHOWLEDGMENT
• • • • • • • • • • • • • • • • • • • •	of California County of Sacramento y of February 19 73 pmento County Person	S.S. before me
(SEAL)	*************************	
	and	Lnown to me to be the
		of the Eark of America NTSS.
P-169X 12-67	ASSON WITNESS my hand a ALIFORNIA COUNTY MILES, 1973 NOLETY Public in and	of official scal. Outside Secretary Secretary and State. It or said Secretary and State.
SEAL)		
	ACKN	OWLEDGMENT
		177.
TATE OF CALIFORNIA	} ss.	E
On this	day of	, in the year 19, before me,
	, a Notar;	Public in and far the County of
State of Culfornia, perso	onally appeared	
tnown to me to be the p	emon(s) whose name(s) la/ais	subscribed to the within instrument, and acknowledged to me that
	•xecutod	
		Notary Pushic in and for the County of
(JASE)		State of Cultoria
agendament is the driver of a	Spaces of the Conference of th	

Attachment C Contract 73-AP-072

Recording Request by

Clerk of the Board of Supervisors Secremento County County Administration Building Sacremento, California

73-AP-072

, and

WHEREAS, said Agricultural Preserve is within the

CFFICIAL RECORDS SACRAMEN'S COUNTY CALIF

FEB 27 2 34 PM 1873

[איתיין מזה]

	China about about the	order's the
CALIFORNIA CONSERVATION	CONTRACT NO.	
This CALIFORNIA LAND CONSERVATION CON- between the County of Secramento, a political subdirector of	TRACT, made and entered into this last day	
ANTONIO S. MACHADO: MARIA L.	MACHADO: THE FEDERAL LAN	D BANK OF BERKELEY
SENATOR BAVINGS AND LOAN ASSO	CIATION	
alter referent to as Owner:		or successore thereof here-
w::	TNESSETH:	
WHEREAS, Owner to the legal owner of certain real of Sacramento, State of California, and WHERE/S, the subject property is described in Exh.		

Agricultural Area, a map of which area is on file with the Pecorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number

WHEREAS. Owner and County desire to simil the use of subject property to agricultural user and compatible uses to preserve the timited supply of agricultural land and to discourage the premeture and unnecessary convenient of syncoltural land to tribat uses, and WHEREAS, Owner and County recognize that agricultural land has Cellinia public value of open space and that the preservation in agricultural production of and will assure an adequate food supply and constitute an important physical, social, estiletic and economic asset to the people of County to maintain the agricultural economy of County and the State of California, and

WHEPEAS, the subject property is located in an agricultural preserve heretofore intablished by County by Resolution Number

Franklin

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extennon thereof an enforceable restriction within the meaning and for the purposes of Alfude XXVIII of the State Constitution and thereby quality as an enforceable restriction under the provisions of California Revenue and Tutetion Code Section 422

NOW, THEREFORE, the partier, in consideration of the mutual benefits and conditions set forth horses and the substantial public tenefits to be derived therefrom, do bors by agree as follows.

(1) Agreement Mode Pursuant to Catifornia Land Conversation Act. The within contract is inade and entered into pursuant to the California Land Conservation Act of 1765 (Cuspier 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act and is subject to all the provisions the of perifically applicable to Acticle 3, Con-

tracts (commanding with Section 51240) and other provisions of said Act at are specifically made applicable to this Contract. (2) Use of Subject Property. During the retrn of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing

the boundaries and adopting the rules governing the administration of the synautural preserva in which the subject property is located which raid ' permutted agricultural uses" and "compatible uses" are incorporated herein by reference. Comer shall be limited to the uses specified in the afovementioned resolution even though ordinances, index or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the afortimentioned resultation the

ordinance: ecdes or regulations shall prevail

(3) Additional Uses. The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof by resolution revise the lists of "perm"ted agricultural uses" or "compatible uses" for the agricultural preserve in extension thereof by resolution revise the lists of "perm"ted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is locked, provided however, said Board shall not eliminate, without the written consect of Owner my perm und agricultural or competible use during the term of this Contract or any extension thereof

(4) Term. This Contract that be affective on the data first shore written, hereinafter the anniversary date, and shall remain in affect for a period of twenty (20) years therefrom. On the analyses and she unexpired term of this Contract shall reach use years, and on each succeeding anniversary date, one year shall automobically be added to the unexpared term, unless autics of non mnewel is given as provided in Parayceph 10. If either party gives notice not to ranew, it is understood and agreed this Contract that remain in effect for the unexpired term

(6) Consistention, It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preceivation of land in agricultural or compatible uses and the education which will accrue to Owner se a result of the effect on the mound of desembling the assessed value of the subject property and any reduction thereto due to the timpocition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) Cancelledge. This Contract may be capetied, as herein provided, as to all or a part of the subject property only upon the petition of Commer to County, and after a public hearts, was been held and posice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public in terest. It is understood by the parties that there is no right to asset leaves and that the arditence of an opportunity for another use of the subject property shall not be a sufficient reason for concellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate nonconfractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably by put to a permitted agricultural or compatible use specified in the recluid on catabilities the agricultural preserve in which the subject property is located. Factors hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation (se (3) waiver of all or a portion of the carcellation fee (4) distriction of the cancellation fee at deferred taxes (5) recordation of the Cartificate of Carcellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections \$1283 and \$1283.3 thereof. The Board of Supercoors of Counts shall not approve any cancellation of this Contract is to any of rubject property per this provision unless four (4) or more members of said Board affirmatively your for such cancellation

(7) Sencetlation of No Operative Legislation. This Contract may be calcelled by mutual agreement of County and Owner without payment of cancellation fee or public learing whenever there is no operative legislation in infermenting Article XXVIII of the California Constitution at the time the canonillation is requested by Owner

or any Court Newing jurnsdiction and making an order of division of the subject property shall as a condition of the division require the

execution of the contracts provided for in this personaph.

The owner of any percel created by division of the subject property may exercise, independent of any other owner of a portion of the chirded property, any of the majors of owner executing this Contract to give nonce of noncensual as provided in Paragraph 6, herein. The effect of any such scnon by an owner of a parcel created by a division shall not be improved to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) Serformetion to County. Owner, time later than the last day of December of each year this Countact is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and to-

continued elicability under the provisions of the Acr.

(10) Negtice of Nonresews. If after the expiretion of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonresewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty [60] Anys prior to the anniversery date. Notices of nonrenewal by County shall be sent to the address rat forth in Exhibit. "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such process is made in writing and filed with the Clerk of the Board of Super. isons of County not later than many (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, which ever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon st of Owner, County may authorize the Owner to serve a notice of gonrenewal on a portion of the subject property, said notice to

be in accordance with foregoing provisions of this Paragraph 10.

(11) Parmovel of Land From Agricultural Preserva. Removal of any of subject property from the agricultural preserve in which the subject property is located shell be equivalent to notice of convenewal by County as to the land actually removed from the agricultural property. County shall, at least tixty (6C) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Records. County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said nonce of nonrenewal shall not invalid the or in any manner affect said.

(12) <u>Action In Eminant Contain To Take Alt Of Subject Property.</u> Upon the filling of an action in entirent domain by an extend of person specified in Constrainent Code Section 51295 for the condemnation of the fee subject in the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the rand condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never Lesson.

(13) Action in Eminent Domain To Take A Portion of Subject Property. Upon the filing of an action in eminent domain by an agency or preson specified in Covernment Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in live of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon ins date acquisition as to the portion of the subject property condemned or sequired and shall be disregarded in the valuation process only to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no currumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise

(14) Abandonment Of Action in Eminant Domain. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement fire all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filled or on the date the land was to have been acquired. provided however, a notice of accreaseral had not been given by either party prior to the filing of sett or date the property was to have een acquired and the property at the time of abandonment of the condamnation or purchase at within the boundaries of the systematics.

al preserve in which the subject property was first located.

(15) Enforcement Of Convert. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the series of this Contract or the rules of the agricultural preserve in which the stablect property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Suci, breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is underwood and agreed that the is procured to the perposed is this Contract is not exclusive and both Owner and County may pursue their legal and quitable remedies.

[16] Recording Of Documents, In the event of broadcades of this Contract for any reason County shall record the appropriate foruments with the County Recorder and file a copy with the Director of Agriculture.

[17] Suppose of in Interest. The within Contract shall run with the land described herein and upon dirition, to all parcels research therefore, and shall be bindly upon the hadra, recommend and assigns of Owner. The Contract shall also be transferred from the complete county in the country when the country is a supposed to the country of the country of

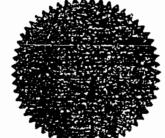
county to a succeeding city or county acquiring jurisalization over all or any portion of the subject property. On the completion of an-exciton proceedings by a city, that city shall succeed so all rights, duries and powers of County under this Contract, unless the subject reperty or portion thereof was within one mile of said city at the time this Contract was taltially executed, and said city processed the ecution of this Contract pursuant to Section 51243.5 of the Government Code and said city exact its intent not to succeed to the ghts, duties and powers in the recitation of intermon to annex. If the city does not exercise its option to succeed to the rights, dunes

wiference pertinant to the Celifornia Land Conservation Act of i time of executions of said consect.	nt property screally antered on the date of annexation. bons of the Government Code, Revenue and Taxation Code or any othe 1965, those references shall include amendments, if any, in effect at the sted the within Contract the day and year first above written.
"COUPTY"	2 "DWNEA"
COUNTY OF SACRAMENTO, a political subdivision of the State of California	maria I machada
Sy	
ATTEST CHOIL WARM BOOK OF SUMMERSTON	SENATOR SAVINGE AND LOAN ASSOCIATION
	(Alleth Acknowledge Clant for each ugneture above)
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4 S.		A Contract
` `,		Walter !
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S	TATE OF	CALIFORN Sacrame		}}_n	ì	574
On this	23rd 44	y of	February	Doro	in the year o	one thousand nine
a Notary Public, S	tate of Calif	orniu, duly	committioned a		uncilly attear	
indica to see to be of the corporation the feeting with acknowledged to w	described in executed to	and that c he within i	seculed the well	thin instrument thalf of the c	t, and also ke orporation th	emen to the to be their named, and
IN WITNI						ficial seal in the in this certificate
fest above a ritten			-) est	١ رني	ع ا	ate of California
- Larperston)	M. Comn	nicum Expi	res "KATI	h.2. 197)	

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STATE OF CALIFORNIA,

Sacramento ... Comiyaf

Sine of Citomia duly communicated and source, personally appeared.
Autonio S. Hachado and Mostin L. Machado

known to one to be the person. A. whose nama., AEV, . . . subscribed to the within instrument, and acknowledged to me that "Like". executed the same

IN WITNESS WHEREOF I have becomes set my hard and affixed my oficial seed

BOOK 73 02 27 PAGE 57

EXCHIBIT A TO CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION ME NOTICES OF NONRENEWAL (Geo Paragraph 10 of Contract)

Nodes to County:

Notice must identify:

- 1. Owner
- 2. Resolution number establishing agricultural preserve
- S. Contract Number

Address notice to:

Clerk of the Board of Supervisors County of Secremento County Administration Buildir * 827 - 7th Street Secremento, California 95814

Address Notice to Owner:

Antoni S. Nachado Route 1, Box 1285 C Elk Grove, CA 95624

EXHIBIT B TO CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part of this contract.

EXHIBIT C

901,902,908,907 and 906
PARCEL NO. 1: Lots903// as shown on the "Plat of N. J. Goethe Co's
Colony No. 9", recorded in the office of the County Recorder of
Sacramento County on May 4, 1903, in Book 5 of Maps, Map No. 18.

CARCEL NO. 2: All that portion of the Northwest one-quarter of Section 15, Township 6 North, Range S East, M. D. B. & H., described as follows:

Commancing at the Northwest corner of said Section 15, said point being in the center line of a County Road running along the North line of said Section 15; thence, along the center line of said County Road and said Section line, North 89° 13' East 453.5 feet; thence South 0° 10' West 1920.3 feet to the North line of property now or formerly owned by Mike Hamann; thence South 89° 23' West 453.5 feet to the West line of said Section; thence North 0° 10' East 1922.0 feet to the point of beginning.

PARCEL NO. 3: All that portion of the Northwest one-quarter of Section 15, in Township 6 North, Range 5 East, M. D. B. & M., described as follows:

Commencing at a point in the North line of said Section 15, said point being in the center line of a County Road, running along the North line of said Section 15, and distant North 89° 33' East 453.5 feet from the Northwest corner of said Section 15; thence continuing along the said Section line and the center line of said road. North 89° 33' East 454 feet; thence South 0° 10' West 1918.5 feet; thence South 89° 23' West 454 feet to a point which is distant South 0° 10' West 1922.0 feet, and North 89° 23' East 453.5 feet from the Northwest corner of said Section 15; thence North 0° 10' East 1920.3 feat to the point of beginning.

PARCEL RO. 5: Lot 903, as shown on the "Plat of H. J. Goetho Colony Ro. 9", recorded in the office of the County Recorder of Sacramento County on May 4, 1903, in Book 5 of Maps, Map No. 18.