

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

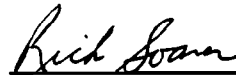
WHEREAS, on February 28, 1973, the Machado family entered into Land Conservation Contract Numbers 73-AP-071 and 73-AP-072 on lands described in the attached legal description; and

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.



RICK SOARES, MAYOR of the
CITY OF ELK GROVE

ATTEST:


PEGGY E. JACKSON, CITY CLERK

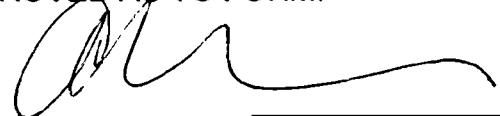
**AYES: Soares, Briggs, Cooper
Scherman, Leary**

NOES: None

ABSTAIN: None

ABSENT: None

APPROVED AS TO FORM:


ANTHONY B. MANZANETTI,
CITY ATTORNEY

**RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:**

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

Pursuant to §51245 and §51246 of the Government Code, on the 1st day of
October, 19 2002, the undersigned, Anthony L. Machado,
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 Number(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
and after February 28, 2003.

IN WITNESS WHEREOF, this declaration is hereby executed by the undersigned named legal owner(s) of the subject property on this 1 day of October, 2002.

[Signature]
with Ann W. Machado
Morie L. Machado

(Attach Notary Public Acknowledgement for each Signature)

This Notice of Non-Renewal was received on _____, 200__, in the Office of the Clerk of the City of Elk Grove, California.

CITY OF ELK GROVE

BY: _____

Peggy E. Jackson
Clerk of the City Council
City of Elk Grove, California

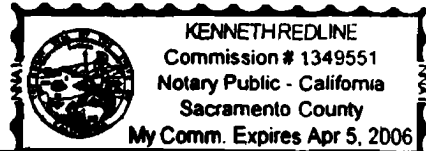
ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On October 1, 2002 before me, Kenneth Redline a Notary Public in and for said county, personally appeared Morie L. Machado, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity~~(ies)~~, and that by his her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kenneth Redline
Signature



ALL-PURPOSE ACKNOWLEDGEMENT

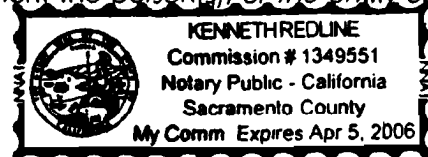
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On October 1, 2007 before me, Kenneth Redline a Notary Public in and for said county, personally appeared Ruth Ann Machado, 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kenneth Redline

Signature



ALL-PURPOSE ACKNOWLEDGEMENT

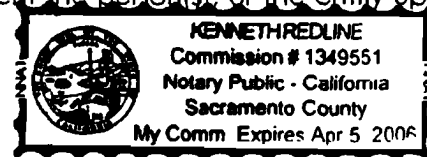
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On October 1, 2007 before me, Kenneth Redline Notary Public in and for said county, personally appeared Marisel Machado, 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

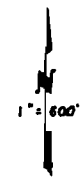
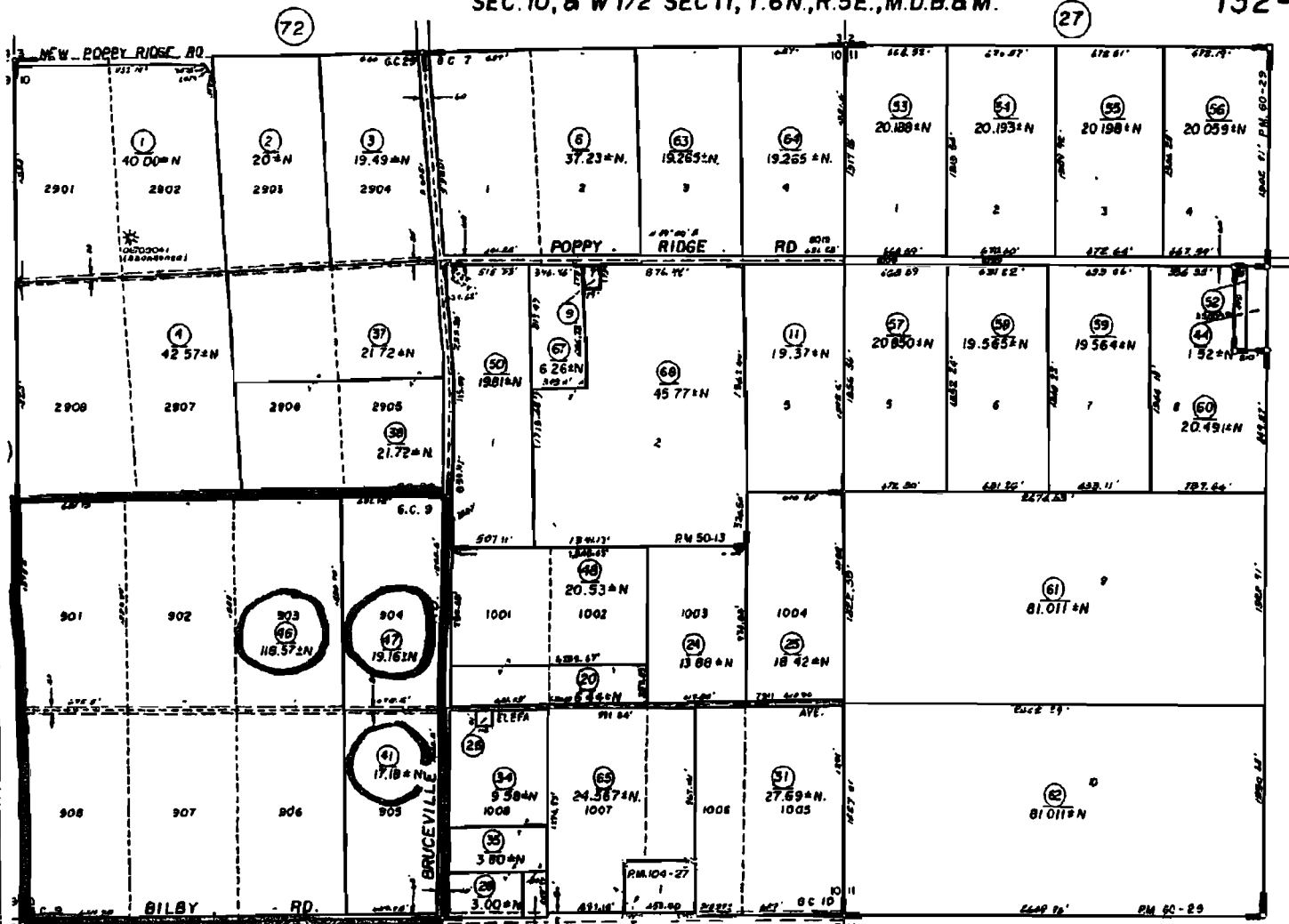
Kenneth Redline

Signature



SEC. 10, & W 1/2 SEC 11, T.6N., R.5E., M.D.B.&M.

132-05



H.J.Goethe Colony No.7 R.M.Bk.5 Pg.17
 H.J.Goethe Colony No.9 R.M.Bk.5 Pg.18
 H.J.Goethe Colony No.10 R.M.Bk.5 Pg.22
 H.J.Goethe Colony No.29 R.M.Bk.5 Pg.51

Assessor's Map Bk. 132 Pg.05
 County of Sacramento, Calif.

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,

LEGAL DESCRIPTION (Continued....)

ORDER NUMBER: 12-009538

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

Recording Request by

BOOK 73 02 27 PAGE 580

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF

FEB 27 2 34 PM 1973

(NO FEE)

Computer Assisted for Recorder's Use
73-AP-071

CALIFORNIA CONSERVATION CONTRACT NO.

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 73, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and ANTHONY L. MACHADO; RUTH ANN MACHADO; BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

or successors thereof hereafter referred to as Owner:

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and
WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract and
WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 73-AP-071; and
WHEREAS, said Agricultural Preserve is within the Franklin

Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, 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 agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, aesthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

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

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) Agreement Pursuant to California Land Conservation Act. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51209), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) Use of Subject Property. During the term 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 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 aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes 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 "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) Term. This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years thereafter. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) Consideration. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition 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) Cancellation. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice 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 3 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 existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The socioeconomic character of the existing agricultural or compatible uses will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) comparative value of the cancellation versus, (?) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 3 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) Cancellation by No Operative Legislation. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner

17711 FEB 27 1973

(8) Division of Subject Property. In the event the subject property is divided, Owner or successors thereof, as the case may be, as a condition of such division to execute 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 contracts provided for in this Paragraph.

The owner of any parcel 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 give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel 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 land.

(9) Information to County. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County regarding to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) Notice of Nonrenewal. If after the expiration 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 nonrenewal 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) 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 L&H purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than thirty (30) 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, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property said notice to be in accordance with foregoing provisions of this Paragraph 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 sixty (60) 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 Recorder 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 notice.

(12) Action in Eminent Domain To Take All Of Subject Property. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of 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 land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(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 person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of 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 portion of the subject property condemned or acquired and shall be disregarded 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 provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) Abandonment Of Action in Eminent 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 for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, 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 agricultural preserve in which the subject property was first located.

(15) Enforcement Of Contract. 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 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 herein will be deemed a breach of this Contract. Such 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 understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) Recording Of Documents. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) Successors In Interest. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns 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 subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intent to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) Code Sections. Wherein this contract refers to sections of the Government Code, Revenue and Taxation 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 contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By [Signature]
Vice Chairman of the Board of Supervisors

ATTEST [Signature]
Clerk of the Board of Supervisors

"OWNER"

[Signature]
[Signature]

Bank of America NT&SA

By [Signature]
James M. Nugent, Manager

(Attach acknowledgment for each signature above)

17711

EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT
INFORMATION RE NOTICES OF NONRENEWAL
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

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

Address Notice to Owner:

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

EXHIBIT 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.

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STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss.

On this 23rd day of February, in the year 1973, before me,

Laura L. Wasson, a Notary Public in and for the County of Sacramento

State of California, personally appeared Anthony L. Machado and Ruth Ann Machado

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



Laura L. Wasson
Notary Public in and for the County of Sacramento
State of California

ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

State of California }
County of Sacramento } s.s.

On this 23rd day of February, 1973, before me, Laura L. Wasson, a Notary Public in and for said Sacramento County, personally appeared James H. Nugent

(SEAL)

known to me to be the Manager, known to me to be the
and of the Park of America, NCSA

the Corporation that executed the within instrument, and also known to me to be the person who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same, and further acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.



WITNESS my hand and official seal.
Laura L. Wasson
Notary Public in and for said Sacramento County and State.
My commission expires March 25, 1973.

P-100X 12-67
(SEAL)

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } ss.

On this _____ day of _____, in the year 19____, before me,

_____, a Notary Public in and for the County of _____

State of California, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that _____ executed the same.

(SEAL)

Notary Public in and for the County of _____
State of California

17711

Attachment C
Contract 73-AP-072

Recording Request by

Clerk of the Board of Supervisors
 Sacramento County
 County Administration Building
 Sacramento, California

OFFICIAL RECORDS
 SACRAMENTO COUNTY, CALIF.

FEB 27 2 34 PM 1973

[NO FEE]

CALIFORNIA CONSERVATION CONTRACT NO. 73-AP-072

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 73, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

ANTONIO S. MACHADO; MARIA L. MACHADO; THE FEDERAL LAND BANK OF BERKELEY;

SENATOR SAVINGS AND LOAN ASSOCIATION;

_____ or successor thereof hereafter referred to as Owner

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California, and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 73-AP-072, and

WHEREAS, said Agricultural Preserve is within the Franklin

Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, 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 agricultural land to urban uses, and

WHEREAS, Owner and County recognize that agricultural land has certain public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California, and

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

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) Agreement Made Pursuant to California Land Conservation Act. This within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 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 thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) Use of Subject Property. During the term 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 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 aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinance, codes 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 "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) Term. This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach the five years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) Consideration. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible use and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction therein due to the imposition 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) Cancellation. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51264 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 interest. It is understood by the parties that there is no right to cancellation and that the incidence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate non-agricultural 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 be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, 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 51263 and 51263.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) Cancellation if No Operative Legislation. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

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(8) Division of Subject Property. In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute 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 contracts provided for in this paragraph.

The owner of any parcel 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 give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel 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 land.

(9) Information to County. Owner, not later than the last day of December of each year this Contract 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 for continued eligibility under the provisions of the Act.

(10) Notice of Nonrenewal. If after the expiration 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 nonrenewal 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) 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 this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (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, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 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 sixty (60) 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 Recorder 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 notice.

(12) Action in Eminent Domain To Take All Of Subject Property. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of 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 land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(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 person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of 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 acquisition as to the portion of the subject property condemned or acquired and shall be disregarded 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 provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) Abandonment Of Action In Eminent 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 deed agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, 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 agricultural preserve in which the subject property was first located.

(15) Enforcement Of Contract. 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 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 herein will be deemed a breach of this Contract. Such 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 understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) Recording Of Documents. In the event of execution of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) Succession In Interest. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, executors and assigns 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 subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city prosecuted the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) Code Sections. Wherein this contract refers to sections of the Government Code, Revenue and Taxation 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 contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By E. Henry Hays
Chairman of the Board of Supervisors

ATTEST [Signature]
Clerk of the Board of Supervisors

"OWNER"

[Signature]
Marvia L. Mashada

[Signature]
SERRANO SAVINGS AND LOAN ASSOCIATION
Assistant Vice-President

(ATTACH ACKNOWLEDGEMENT FOR EACH SIGNATURE ABOVE)

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STATE OF CALIFORNIA
Sacramento

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County of _____ }
On this 23rd day of February in the year one thousand nine
hundred and Seventy-Three before me, Dorothy Lee
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Stanley E. Ramsdell
known to me to be the Assistant Vice-President
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of Sacramento the day and year in this certificate
first above written.

[Signature]
Notary Public, State of California.

My Commission Expires MARCH 2, 1973



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STATE OF CALIFORNIA
County of Sacramento }
On this 23rd day of February in the year
one thousand nine hundred and Seventy-Three before me,
a Notary Public,
State of California, duly commissioned and sworn, personally appeared
Antonio S. Machado and Maria L. Machado
known to me to be the person, whose name, AKE, subscribed to the within instrument,
and acknowledged to me that AKE, executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Sacramento the day and
year in this certificate first above written.

[Signature]
Notary Public, State of California My Commission Expires March 7, 1973
Lumber's Form No. 54—(Notary Public) (Special) (C. C. No. 1187) PRINTED 11/22/60 61-0312

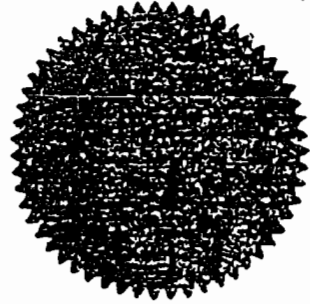
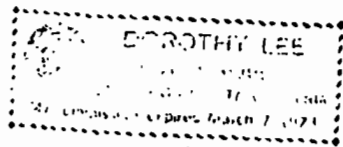


EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT

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

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

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

Address Notice to Owner:

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

EXHIBIT B TO
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

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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: Lots 903, as shown on the "Plat of H. 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.

PARCEL NO. 2: All that portion of the Northwest one-quarter of Section 15, Township 6 North, Range 5 East, M. D. B. & M., described as follows:

Commencing 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 29° 33' 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 29° 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 feet to the point of beginning.

PARCEL NO. 5: Lot 903, 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.

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