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BOOK **3360** PAGE **246**

FEB 28 1978 *no*

OFFICIAL RECORDS
SONOMA COUNTY CALIF.

Genice A. Johnson

Wojcik PD. Recorder

S 84698

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 7th day
of February, 1978, by and between _____

SAMUEL ANCRUM MITCHELL, MARGARET H. MITCHELL, and
JOHN MARSHALL MITCHELL, a single man,

hereinafter referred to as "OWNER" and the COUNTY OF SONOMA, a
political subdivision of the State of California, hereinafter
referred to as "COUNTY";

W I T N E S S E T H :

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

1. PURPOSE. The within contract is made and entered into
pursuant to the California Land Conservation Act of 1965 (Chapter
1443, Statutes 1965), as amended. This contract shall be subject
to said act and any amendments thereto.

2. SUBJECT PROPERTY. The Owner possesses real property
located within the County, as more particularly described in
Exhibit "A" which is attached hereto and incorporated herein by
reference.

3. RESTRICTION TO AGRICULTURAL OR COMPATIBLE USE. During
the term of this contract, the above-described land shall not be
used for any purpose other than "an agricultural or compatible use"
as the same is defined in the rules for the agricultural preserve
in which said land is situated, said rules have been or are about
to be adopted for the lands in said preserve by resolution of
the County's Board of Supervisors and said rules may be revised
from time to time by said Board for the purpose of achieving and
shall be consistent with the objectives of said Land Conservation
Act.

Ag Type 1/1/11/75:1/25/77

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COUNTY CLERK
COUNTY OF SONOMA

4. TERM, AUTOMATIC EXTENSION AND PHASE OUT. This contract shall be effective commencing on the 1st day of March 1978, and shall remain in effect for a period of 10 years therefrom. This contract shall be automatically extended at the end of each year for an additional one year period unless notice of nonrenewal is given as provided in Section 51245 of the California Government Code -- to the end that at all times during the continuation of this contract as extended, there shall be a 10-year term of restriction unless notice of nonrenewal has been given.

5. REPORT OF VALUE. The County's Assessor shall annually, during the continuation of this contract, report to the Owner and to the County's Board of Supervisors the restricted value and the unrestricted value (i.e., the value the property would have had if not subject to the restrictions imposed by this contract). Thereupon, the Owner may request equalization of said values.

6. CANCELLATION. This contract shall only be subject to cancellation in accordance with the provisions of Government Code Sections 51281 through 51285; provided, however, that instead of the cancellation fees therein provided, the cancellation fees shall be 15 per cent of the market value of the property as determined by the County's Board of Supervisors at the time that such Board approves the Owner's request for cancellation; provided, nevertheless, that the County's Board of Supervisors shall not approve any request for cancellation unless the cancellation fee (calculated in the manner described in Paragraph 7 hereof) equals or exceeds the cancellation fee described in Paragraph (b) of Government Code Section 51283 -- except in those instances in which said Board of Supervisors pursuant to Paragraph (c) of said Section 51283 finds that in the public interest all or part of the cancellation fee should be waived.

7. CANCELLATION FEES AND WAIVER FOR PAYMENT. In the event that the Board of Supervisors determines that some portion of the cancellation fee should be waived, it shall specify the net cancellation fee payable; no cancellation shall be effective unless and until such cancellation fees have been paid to the County's Board of Supervisors.

8. EMINENT DOMAIN. In lieu of the provisions of Government Code Section 51295, the Owner's rights arising out of an action in eminent domain or the threat thereof shall be governed by the provisions of Paragraphs 6 and 7 of this contract. In that regard, it is recognized that on occasion, the Owner's right to relief should not be restricted to instances in which the fee of an entire parcel of land subject to contract is being condemned and

that in other instances the condemnation of small slivers of a parcel of land may have little, if any, effect on the conduct of agricultural operations on a parcel of land subject to contract.

9. CONSIDERATION. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within contract is the substantial benefit to be derived by both parties.

10. SUCCESSORS IN INTEREST. The within, contract, its terms and restrictions shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have affixed their hands and seals the day and year first above written.

ATTEST:

COUNTY OF SONOMA

Gene Leuss
Clerk of the Board

By [Signature]
Chairman, Board of Supervisors

OWNERS:

Samuel Ancrum Mitchell
Samuel A. Mitchell
SAMUEL ANCRUM MITCHELL

Margaret H. Mitchell
MARGARET H. MITCHELL

John Marshall Mitchell
JOHN MARSHALL MITCHELL

ENCUMBRANCE HOLDERS:

We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.

NOTE: (Acknowledgments must be attached)

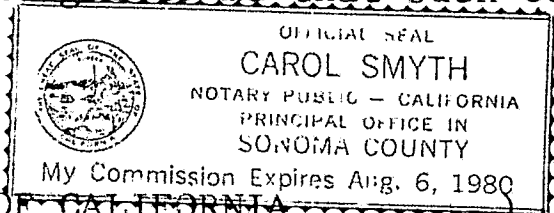
Ag Type 1

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

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On this 28th day of February, 19 78, before me
Carol Smyth, personally appeared Bruce Kahn
known to me (or proved to me on the oath of _____)
to be CHAIRMAN OF THE BOARD OF SUPERVISORS OF SONOMA COUNTY and known
to me to be the person who executed the within instrument on behalf
of said public corporation, agency or political subdivision, and
acknowledged to me that such COUNTY executed the same.



Carol Smyth

STATE OF CALIFORNIA)
) ss.
COUNTY OF Sonoma)

On this 13th day of February, 1978, before me
Nellie Urmann, a Notary Public in and for the County
of Sonoma, State of California, duly commissioned
and sworn, personally appeared SAMUEL ANCRUM MITCHELL, MARGARET H. MITCHELL
AND JOHN MARSHALL MITCHELL

known to me to be the person s whose names ARE subscribed to the
within instrument and acknowledged to me that they executed the
same.

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

Nellie Urmann
NELLIE URMANN



STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19____, before me, _____
_____, a Notary Public in and for the County
of _____, State of California, residing therein,
duly commissioned and sworn, personally appeared _____

known to me to be the _____
of the corporation described in and that executed the within instru-
ment 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 ths _____ County of _____
the day and year in this certificate first above written.

EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve # 1-589 as shown by map thereof recorded in preserve map book IV, page 39, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

AP 049-130-04

All that real property situate in the unincorporated area, County of Sonoma, State of California, described as follows:

FIRST PARCEL

Lot 1, as shown upon Parcel Map No. 5738, filed November 4, 1977, in Book 260 of Maps, page 19, Sonoma County Records.

SECOND PARCEL

A non-exclusive easement for general road and all utilities purposes over the "30 foot roadway and public utility easement", as shown upon Parcel Map No. 5738, filed November 4, 1977, in Book 260 of Maps, page 19, Sonoma County Records.