

FEB 24 1972

OFFICIAL RECORDS

LAND CONSERVATION CONTRACTFEES: No Fee PD.

M 57488

THIS CONTRACT, made and entered into this 14th day of  
February, 19 72, by and between JOHN H. SHINER,  
CAROLYN W. SHINER

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.
4. TERM, AUTOMATIC EXTENSION AND PHASE OUT. This contract shall be effective commencing on the 1st day of March, 19 72, 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 non-renewal 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 those provided in the following paragraph hereof; 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. In the event of cancellation as above provided, subject, nevertheless, to the power of the County to waive such fees in proper cases as provided by Government Code Sections 51281 to 51285, the Owner shall pay the County the following fees:

(a) DEFERRED TAXES. Said fees shall equal the tax saving for each and every year this contract has been in effect, subject to a maximum period of 20 years figured backward from the date of cancellation. The tax saving for a particular year shall be calculated on the basis of the difference between the restricted value and the non-restricted value for the particular year times the total composite tax rate as shown on county records for that year.

(b) ADDITIONAL FEES. In addition to the deferred taxes mentioned above, the Owner shall also pay the County a fee calculated by multiplying the full cash value (i.e. market value) of the property at time of cancellation times the percentage figure, for the contract year--after date hereof, as set forth in the following table:

<u>Contract Year</u>		<u>Contract Year</u>	
1st	22.5%	11th	12.5%
2nd	21.5%	12th	11.5%
3rd	20.5%	13th	10.5%
4th	19.5%	14th	09.5%
5th	18.5%	15th	08.5%
6th	17.5%	16th	07.5%
7th	16.5%	17th	06.5%
8th	15.5%	18th	05.5%
9th	14.5%	19th	04.5%
10th	13.5%	20th	03.5%
		21st and succeeding years 0.00%	

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.

COUNTY OF SONOMA

ATTEST:

Ernest D. Williams  
Clerk of the Board

By Henry H. Brown  
Chairman, Board of Supervisors

OWNERS:

John H. Shiner \_\_\_\_\_

JOHN H. SHINER Carolyn W. Shiner \_\_\_\_\_

CAROLYN W. SHINER \_\_\_\_\_

ENCUMBRANCE HOLDERS:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

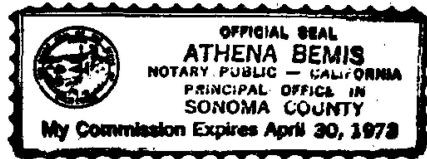
Note: (Acknowledgments must be attached)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On this 28th day of February, 1972, before me  
Athena Bemis, personally appeared Henry H. Spomer  
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.

Athena Bemis

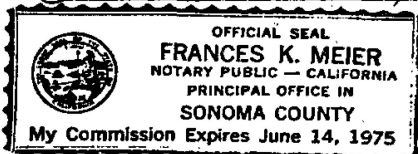


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Sonoma )

On this 22<sup>nd</sup> day of Jul, 1972, before me  
the undersigned, a Notary Public in and for the  
County of Sonoma, State of California, duly  
commissioned and sworn, personally appeared John D. Shiner  
and Carolyn S. Shiner

known to me to be the persons whose names 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.

Frances K. Meier



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 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 \_\_\_\_\_  
the day and year in this certificate first above written.

(Additional Acknowledgments shall be added as needed)

RECORDS OF THE COUNTY OF SONOMA  
OFFICE OF THE COUNTY RECORDER  
1000 MARKET STREET, SONOMA, CALIFORNIA 94960

**EXHIBIT A**



The real property which is the subject of this contract is situated within agricultural preserve # 2-491 as shown by map thereof recorded in preserve map book 4, page 63, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

**D E S C R I P T I O N**

S-42285 DL

All that certain real property situate, lying and being in the County of Sonoma, State of California, bounded and described as follows:

**PARCEL ONE:**

Commencing at a point which is North 6.8 chains from the Southeast corner of Section 36, Township 9 North, Range 9 West, M.D.M.; thence at right angles West 33.2 chains to the southeasterly line of the Sotoyome Rancho; thence along the said line of said Rancho northeasterly to the Northeast corner of said Section 36; thence South 33.2 chains to the place of beginning and containing 55 acres.

Being a portion of the southeast quarter of the southeast quarter and of Lot 2 and all of Lot 1 of Section 36, Township 9 North, Range 9 West, M.D.M.

**PARCEL TWO:**

Commencing at a point in a stone mount (witness tree white oak 12 inches in diameter, bears North 24° East 93 links distant) being the westerly corner of fractional Sections 30 and 31, Township 9 North, Range 8 West, M.D.B. & M. and on the southerly boundary of the Sotoyome Rancho; thence along the aforesaid Rancho line South 45° West 20.13 chains to a stake and the point of beginning; thence South 45° West, 35.11 chains along the aforesaid Rancho line to the quarter section corner between Section 36, Township 9 North, Range 9 West and Section 31, Township 9 North, Range 8 West, M.D.B. & M. thence South along the Township line 20 chains to the southwest corner of Lot 3 in said Section 31, according to U.S. Survey; thence East 39 chains to the center of a gate across a road leading to the York Ranch (witness iron pin in center of said road); thence along the center of said road North 40 1/2° West 1.53 chains to a stake; thence North 56 1/2° West, 3.42 chains to a stake; thence North 20 1/2° West 4.70 chains to a stake; thence North 46° West 3.17 chains to the center of a gate across the aforesaid road (witness an iron pin in the center of said road); thence leaving said road North 12° West 36.65 chains to the point of beginning and containing 104 acres of land, more or less, and being a portion of Section 31 in Township 9 North, Range 8 West, M.D.M.

EXCEPTING from the property hereinabove described the following: Commencing at the southwest corner of the Northwest one quarter of Section 31, Township 9 North, Range 8 West, M.D.M.; thence North 85° 10' 17" East, 1020.0 feet to the point of beginning; thence North 3° 31' East 402.29 feet; thence North 86° 53' East, 170.17 feet; thence North 75° 38' East 97.67 feet; thence North 61° 48' East, 133.43 feet; thence North 86° 44' East 376.82 feet to the easterly line of the property of Morse; thence along the said easterly line of Morse South 12° 12' East 1520.70 feet; thence South 89° 45' West 276.87 feet; thence North 31° 47' West 208.90 feet; thence North 72° 16' West 205.80 feet; thence North 73° 57' West, 338.55 feet; thence North 20° 21' West 368.33 feet; thence North 22° 46' West 296.26 feet to the point of beginning. Containing 25.05 acres, more or less.

PARCEL THREE:

Commencing at a point on the West line of Section 31, Township 9 North, Range 8 West, M.D.M. where the southeasterly line of the Sotoyome Rancho intersects the westerly line of said Section; thence North along the Section line, 9 chain thence North 54 1/2° East 12.76 chains; thence North 58 1/4° East 19.80 chains to the said southeasterly line of said Sotoyome Rancho; thence South 45 1/4° West along said Rancho line 38 chains to the place of beginning, containing 14.75 acres, more or less, and being a portion of the Rancho Sotoyome.

PARCEL FOUR:

An easement for the construction, operation, and maintenance of electric transmission lines and poles and appliances necessary or convenient in connection therewith, upon a strip of land 3 feet in width, said strip of land being adjacent to the westerly boundary of the lands described in Parcel No. 7 in that deed to Albert Brooks dated September 22, 1947 and recorded September 23, 1947 in Book 752 of Official Records, page 63, and said easement was granted by deed to F.A. Chapman and wife, dated February 10, 1950 and recorded April 7, 1950 as recorder's Serial No. D-10578.

A.P. 10-04-00  
A.P. 20-00-00



EXHIBIT A

RECORDER'S MEMO: Legibility of writing, typing or printing UNSATISFACTORY in this document when received.

END OF DOCUMENT