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2-1-1991  
6-26-90

RECORDING REQUESTED BY  
AND RETURN TO:

JAMES P. BOTZ  
SONOMA COUNTY COUNSEL  
575 ADMINISTRATION DR., 116A  
SANTA ROSA, CA 95403-2881



1991 0112730

OFFICIAL RECORDS OF  
**SONOMA COUNTY**  
BERNICE A. PETERSON

AT REQUEST OF:  
11/08/1991

10:21:23

FEE: \$  
TT : \$

.00 PGS:  
.00 PAID

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LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 1<sup>ST</sup> day of NOVEMBER, 1991, by and between JAMES R. FOLLETT and LESLIE C. FOLLETT, hereinafter referred to as "OWNER," and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

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,

1992, 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 percent 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

Eve Deems  
Clerk of the Board

By Arthur Cayente  
Chairman  
Board of Supervisors

OWNERS:

James R. Follett Leslie C. Follett  
James R. Follett Leslie C. Follett

ENCUMBRANCE HOLDERS:

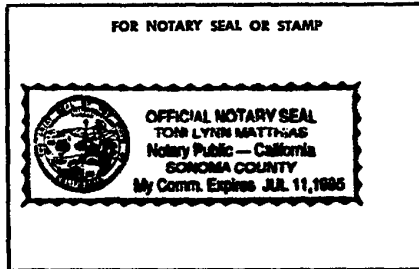
We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.

Ken Cook  
North Coast Farm Credit  
Services, ACA, a corporation

Joseph Peter Matto  
Sonoma Mortgage and Investment  
Company under Holding Agreement,  
a Sole Proprietorship

NOTE: Acknowledgments must be attached.

STATE OF CALIFORNIA  
COUNTY OF Sonoma } ss.  
On October 10, 1991 before me  
the undersigned, a Notary Public in and for said County and State,  
personally appeared Joseph Peter Mattos

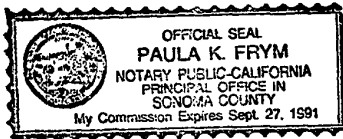


proved to me on the basis of satisfactory evidence or known to me  
to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the  
same.

Tom Lynn Mattos  
Notary Public in and for said County and State

STATE OF California )  
County of Sonoma )

On this 24th day of September, 1991 before me, the undersigned Notary Public in and for said County and State, personally  
appeared Ron Carli  
[(X) personally known to me] [( ) proved to me on the basis of satisfactory evidence] to be the person(s) who executed the within instrument  
as President or on behalf of the corporation therein named and acknowledged  
to me that the corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



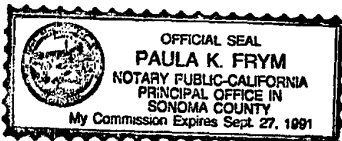
WITNESS my hand and official seal

Paul K. Frym  
Notary Public in and for said County and State

FCB 1207 (3-87) Notarial Acknowledgment - Corporate

STATE OF California )  
County of Sonoma )

On this 24th day of September, 1991 before me, the undersigned Notary Public in and for said County and State, personally  
appeared James R. Follett and Leslie C. Follett  
[(X) personally known to me] [( ) proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) are  
subscribed to this instrument and acknowledged to me that they executed it.



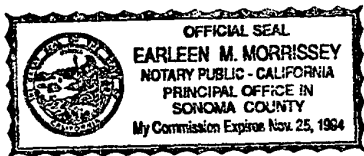
WITNESS my hand and official seal

Paul K. Frym  
Notary Public in and for said County and State

FCB 1209 (3-87) Notarial Acknowledgment - Individual

STATE OF CALIFORNIA)  
COUNTY OF SONOMA )

On this 7<sup>th</sup> day of November, 1991,  
before me Earleen M. Morrissey, a Notary Public,  
personally appeared Ernest L. Carpenter  
known to me and known to me to be the person who executed the  
within instrument



Earleen M. Morrissey  
Notary Public in and for the  
County of Sonoma, State of  
California

My commission expires:  
November 25, 1994

EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve 1-295 as shown by map thereof recorded in preserve map book 4, page 92, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

PARCEL ONE:

BEING a portion of the original J. G. Best Place, described as follows, to wit:

BEGINNING at the Southeast corner of the lands of W. G. Rackliff, now or formerly; thence South to the land of Bullock, now or formerly; thence West to Dry Creek; thence North to the said land of W. G. Rackliff, now or formerly; thence East to the place of beginning.

PARCEL TWO:

BEGINNING at the Southwest corner of the land of O. J. LeBaron, now or formerly the J. G. Best Place, and running thence South  $75^{\circ} 52'$  West to the centerline of Dry Creek; thence meandering up the middle line of Dry Creek to a point where the Northwesterly line of the Valley land of O. J. LeBaron if produced Westerly would intersect the middle line of Dry Creek; thence North  $39^{\circ} 45'$  East to the Southwest corner of the Valley lands of O. J. LeBaron, now or formerly being also the Southeast corner of the lands of O. F. Phillips, now or formerly; thence with the Westerly line of lands of O. J. LeBaron to the point of beginning. Commonly known and described as "Best Place".

PARCEL THREE:

A PART of Lot Twenty-three (23) of the Tzabaco Rancho bounded as follows, to wit: North by the lands of Hottman and LeBaron, now or formerly, East by the County Road leading up the East side of Dry Creek Valley; South by the lands of John W. Skelton, now or formerly, and West by the land of Kelly, now or formerly.

SAVING and excepting therefrom:

FIRST: That portion of the above described lands conveyed to Northwestern Pacific Railroad company, a corporation, by O. J. LeBaron and Lora LeBaron, his wife, by Deed dated May 27, 1911, and recorded June 12, 1911, in Liber 277 of Deeds, Page 42, and Liber 277 of Deeds, Page 44, respectively, Sonoma County Records.

SECOND: Beginning at the point of intersection of the southeasterly line of the above described tract of land with the southwesterly line of the County Road leading up the east side of Dry Creek Valley; thence Northwesterly along the Southwesterly line of said County Road, a distance of 208.7 feet; thence Southwesterly, and parallel with the Southeasterly line of the above described tract of land, a distance of 208.7 feet; thence Southeasterly parallel to the Southwesterly line of said County Road, a distance of 208.7 feet to the

Southeasterly line of the above described tract of land; thence Northeasterly along the Southeasterly line of the above described tract of land, a distance of 208.7 feet to the point of beginning.

**PARCEL FOUR:**

ALL that portion of the following described tract of land lying Westerly of the centerline of the County Road leading up the East side of Dry Creek, to-wit:

BEGINNING at the Southeast corner of the lands of W. G. Rackliff, now or formerly, and running thence South to the land of Bullock, now or formerly; thence East along said South line to the Eastern boundary of the Frisbie & Patterson Hill Tract; thence North two rods more than half the distance to the land of Ella G. Rackliff, to the land of W. G. Rackliff, now or formerly; thence West along the line of W. G. Rackliff's land to the place of beginning.

**PARCEL FIVE:**

ALSO a strip of land 100 feet in width lying 50 feet on each side of the original located centerline of the Northwestern Pacific Railroad Company's railroad said centerline being described as follows:

BEGINNING at the point of intersection of said centerline with the Northwesterly boundary of land now or formerly of O. J. LeBaron and Lora LeBaron, his wife; thence Southeasterly, 1200 feet, more or less, to a point in the Southwesterly extension of the Northwesterly boundary of land now or formerly of J. E. Dutro. The side lines of said strip of land terminate on the north in said Northwesterly line of land now or formerly of O. J. LeBaron and Lora LeBaron, his wife, and on the South in said Northwesterly boundary of land now or formerly of J. E. Dutro, and the Southwesterly extension thereof.

BEING all of that certain 1.47 acre parcel of land described in Deed dated May 27, 1911 from O. J. LeBaron and Lora LeBaron, his wife, to Northwestern Pacific Railroad Company, recorded June 12, 1911 in Book 277 of Deeds, Page 44, Sonoma County Records, all of that certain 0.27 acre parcel of land described in Deed dated May 27, 1911, from O. J. LeBaron and Lora LeBaron to the Northwestern Pacific Railroad Company, recorded June 12, 1911 in Book 277 of Deeds, Page 42, Sonoma County Records, and a portion of that certain 3.07 acre parcel of land described in Deed dated May 20, 1911 from William S. Kelly and Margaret E. Kelly, his wife, to Northwestern Pacific Railroad Company, recorded May 31, 1911 in Book 273 of Deeds, Page 479, Sonoma County Records.

EXCEPTING from Parcels One through Six above those portions described in the following instruments:

- (a) Book 2031 Official Records, Page 876
- (b) Book 2273 Official Records, Page 60
- (c) Book 2573 Official Records, Page 892

A. P. NO. 90-230-40

**End of Document**