

RECORDED AT REQUEST OF County Council  
AT San Francisco COUNTY, CALIFORNIA

*Heb. Sawyer* RECORDER *clp*

FEB 25 1971

OFFICIAL RECORDS

FEES \$ No Fee PD.

LAND CONSERVATION CONTRACT

**L 99731**

THIS CONTRACT, made and entered into this 16th day of

February, 1971, by and between \_\_\_\_\_

JAMES B. KEEGAN and EDITH N. KEEGAN, his wife,

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, 1971, 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 those provided in the following paragraph hereof.

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 & 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:

Eugene R. Williams  
Clerk of the Board

By George A. Della  
Chairman, Board of Supervisors

OWNERS:

James B. Keegan  
JAMES B. KEEGAN

Edith N. Keegan  
EDITH N. KEEGAN

ENCUMBRANCE HOLDERS:

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

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

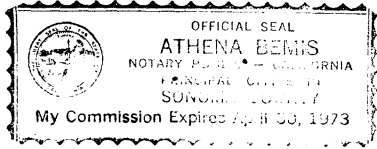
Note: (Acknowledgments must be attached)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SONOMA )

On this 23rd day of February, 1971, before me  
Athena Bemis, personally appeared Ignazio A. Vella  
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.

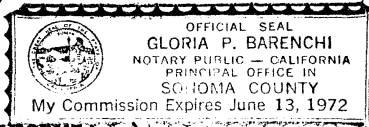
*Athena Bemis*



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Sonoma )

On this 12th day of February, 1971, before me  
Gloria P. Barenchi, a Notary Public in and for the  
County of Sonoma, State of California, duly  
commissioned and sworn, personally appeared  
James B. Keegan and Edith N. Keegan

known to me to be the persons whose name 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 said \_\_\_\_\_ County of Sonoma  
the day and year in this certificate first above written.



*Gloria P. Barenchi*

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.

EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve # 2-402 as shown by map thereof recorded in preserve map book 4, page 72, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

Order No. 103193

## DESCRIPTION

All that certain real property situate, lying and being in the City of ~~xxxx~~, County of Sonoma, State of California, more particularly described as follows: (Unincorporated area.)

Being a portion of Section 15, Township 8 North, Range 11 West, M.D.M., and particularly described as follows, to-wit:

Beginning at a point in the center of the County Road leading from Guerneville to Cazadero, said point is North 958.0 feet from the Northeast corner of the Southeast quarter of the Southeast quarter of Section 15; thence from the point of beginning and along the center of said road, South 45° 39' West, 170.5 feet; thence North 74° 21' West, 177.0 feet; thence North 38° 06' West, 125.0 feet; thence North 48° 38' West, 194.5 feet; thence North 75° 23' West, 97.6 feet; thence South 73° 32' West, 136.0 feet; thence North 85° 01' West, 404.0 feet; thence South 24° 59' West, 118.8 feet; thence South 66° 59' West, 159.8 feet; thence leaving the center of said road, North 45° 01' West, 23.5 feet to an iron pin; thence on the same course, 100.0 feet to a White Oak tree 16" in diameter; thence North 55° 16' West, 189.5 feet to a Live Oak Tree 16" in diameter, blazed on four sides. Said tree stands at the head of what is known as "Wagon Gulch"; thence along the center of said Gulch, North 23° 25' West, 1570.0 feet to the center of Branscomb Creek; thence down the center of said Creek, South 67° West, 2290.0 feet to the center of East Austin Creek; thence up the center of East Austin Creek to the South line of the Northwest quarter of the Northwest quarter of Section 15; thence East, to the Southeast corner of the West one-half of said Northeast quarter of the Northwest quarter; thence North to the North line of the Northeast quarter of the Northwest quarter of Section 15; thence East to the Northeast corner of Section 15; thence South to the point of beginning.

TOGETHER WITH those certain rights of way, particularly described in that certain Deed, made by Newton J. Grider and Jessie Grider, husband and wife, to Christine Proschold, dated October 26, 1920 and recorded November 9, 1920 in Liber 393 of Deeds, page 324, Sonoma County Records.

ALSO TOGETHER WITH an easement for ingress and egress to the State Park on remaining lands of the grantors lying within the West 1/2 of Northeast 1/4 of the Northwest 1/4 of Section 15 and the South 1/2 of the Southwest 1/4 of Section 10.

RESERVING an easement for general road and utility purposes over the existing road running through the Northern portions of Lots 1 and 2 and the Northeast 1/4 of the Northwest 1/4 of Section 15.

ALSO granting to grantee an easement for general road and utility purposes over that portion of the easement above reserved that runs over the remaining lands of the grantor.

GRANTORS and grantees mutually agree that they, their heirs or assigns shall have the right to use water from the existing spring located near the Northern boundary of the hereinabove described property whether it lies on the lands granted herein or on the remaining lands of the grantor.

END OF DOCUMENT