

RECORDING REQUESTED BY  
AND RETURN TO:

STEVEN M. WOODSIDE  
SONOMA COUNTY COUNSEL  
575 ADMINISTRATION DR., 105A  
SANTA ROSA, CA 95403-2815



GENERAL PUBLIC  
12/20/2002 16:42 AGPC  
RECORDING FEE: 0.00

2002206762

OFFICIAL RECORDS OF  
SONOMA COUNTY  
EVEE T. LEWIS

9



LAND CONSERVATION CONTRACT

THIS CONTRACT is made and entered into by and between MANUEL T. GONSALVES AND ELEANOR C. GONSALVES, as Trustees under the Manuel T. and Eleanor C. Gonsalves Trust Agreement dated November 14, 1990, hereinafter referred to as "OWNER," and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and is dated for convenience as of December 20, 2002.

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. OWNER possesses real property located within the unincorporated area of 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 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 January, 2003, 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. COUNTY's Assessor shall annually, during the continuation of this contract, report to OWNER and to 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, 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 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 COUNTY to waive such fees in proper cases as provided by Government Code sections 51281 to 51285, OWNER shall pay 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, OWNER shall also pay COUNTY a fee calculated by multiplying the full cash

value (i.e., market value) of the property at the 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                 | 9.5%  |
| 5th                             | 18.5% | 15th                 | 8.5%  |
| 6th                             | 17.5% | 16th                 | 7.5%  |
| 7th                             | 16.5% | 17th                 | 6.5%  |
| 8th                             | 15.5% | 18th                 | 5.5%  |
| 9th                             | 14.5% | 19th                 | 4.5%  |
| 10th                            | 13.5% | 20th                 | 3.5%  |
| 21st and succeeding years 0.00% |       |                      |       |

8. EMINENT DOMAIN. In lieu of the provisions of Government Code section 51295, 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, 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 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 Davis by J. L. Lark By Mike Kerns  
Clerk of the Board Chair, Board of Supervisors

OWNER:

MANUEL T. GONSALVES AND ELEANOR C. GONSALVES, as Trustees under the Manuel T. and Eleanor C. Gonsalves Trust Agreement dated November 14, 1990

Manuel T. Gonsalves, Trustee  
Manuel T. Gonsalves, Trustee

Eleanor C. Gonsalves, Trustee  
Eleanor C. Gonsalves, Trustee

ENCUMBRANCE HOLDERS:

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

Loma Linda University, a California Corporation

By: Verlon W. Strauss  
Verlon W. Strauss, Vice President

By: Robert W. Frost, Asst. Secy.  
Robert W. Frost, Assistant Secretary  
Note: Acknowledgments must be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5907

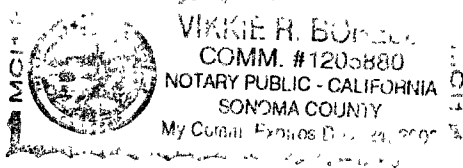
State of California

County of Sonoma

On December 18, 2002 before me, Vikki Borelli, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mike Kerns,  
NAME(S) OF SIGNER(S)

☒ 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.

Vikki Borelli  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
☐ PARTNER(S) ☐ LIMITED  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

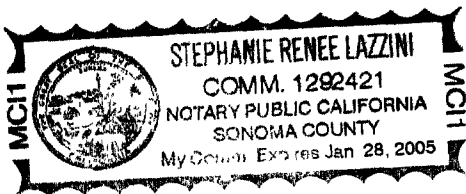
\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Sonoma  
On December 3, 2002 before me, Stephanie Renee Lazzini,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Manuel T. Gonsalves and  
Eleanor C. Gonsalves  
Name(s) of Signer(s)  
☒ 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.

Stephanie Renee Lazzini  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☒ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

} ss.

On Dec. 9, 2002  
Date

before me, Senia Alipoon, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Verlon W. Strauss and Robert W. Frost  
Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

### Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s) \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## EXHIBIT A

The real property which is the subject of this contract is situated within Agricultural Preserve No. 2-248 as shown by map thereof recorded in Preserve Map Book No. 4, Page 10(4C), in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

### TRACT TWO

#### PARCEL ONE

All that real property situate in the County of Sonoma, State of California, and being more particularly described as follows:

The East half of the Southeast quarter of Section 8 and the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 7 West, M.D.M.

Excepting therefrom those portions of the above described lands deeded to the County of Sonoma and recorded April 2, 1930 in Book 257 of Official Records, page 95, and March 27, 1970 in Book 2452 of Official Records, page 459, both Sonoma County Records.

Also excepting therefrom that portion lying Northerly of "D" Street Extension, said "D" Street Extension being the same lands as described in Book 257 of Official Records, page 95, Sonoma County Records.

#### PARCEL TWO

Those certain easement rights as set forth in document recorded April 20, 2001 as Document No. 2001047203, Sonoma County Records.

#### PARCEL THREE

All that real property situate in the County of Sonoma, State of California, and being more particularly described as follows:

The North half of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 7 West, M.D.M.



**Notary Seal Certification**  
**(California Government Code 27361.7)**

I hereby certify under penalty of perjury that the following is a true and correct reproduction of the information set forth in the notary seal appearing on the document to which this certification is attached:

Name of Notary: Vikkie R. Borelli

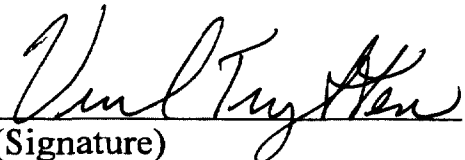
Date Commission Expires: December 24, 2002

Notary Identification Number: 1205880

Manufacturer's Identification Number: MCI1

Executed at Santa Rosa, California

on December 20, 2002

  
(Signature)