



# AGRICULTURAL ADVISORY COMMITTEE

4137 Branch Center Rd.  
Sacramento, CA 95827  
(916) 875-6603  
(916) 875-6150 FAX  
[www.saccounty.gov](http://www.saccounty.gov)

Steve Campbell – HOA Representative  
Vacant – Agricultural Economics  
Brian Fishback – Commercial Bee Keeping  
Morgan Doran – UC Extension Farm Advisor  
Charlotte Mitchell – Natural Resources; Poultry  
Ken Oneto – Orchards, Vineyards, Row Crops  
Brad van Loben Sels – Farm Management  
Jim Viethier – Livestock  
Michael Wackman – Natural Resources; Wineries

## AGENDA

**May 10, 2023; 6:30pm**

**Valley Oak Room**

**4137 Branch Center Rd., Sacramento, California**

*Public testimony will be received on each agenda item as it is called. The applicant is allocated 10 minutes to speak; individual comments are limited to 3 minutes; and individuals representing a group are allocated 5 minutes.*

*Items not on the agenda may be addressed by the general public during Public Forum. Comments are limited to 3 minutes per person. The Committee reserves the right to waive said rules by a majority vote. Public Forum is for general comments only. No action will be taken on these items unless they are scheduled on a future agenda.*

*To ensure timely delivery to the Agricultural Advisory Committee, written information from the public must be received by the Agricultural Commissioner by the last Wednesday prior to the meeting. The Agricultural Commissioner cannot guarantee that any FAX or mail received the day of the meeting will be delivered to the Committee prior to action on the subject matter.*

*All Agricultural Advisory Committee meetings are recorded. Anyone wishing to receive a copy of a recording of an Agricultural Advisory Committee meeting may do so under the California Public Records Act by requesting a copy through <https://saccounty.nextrequest.com/>.*

*Written minutes of the Agricultural Advisory Committee can be accessed at <http://www.agcomm.saccounty.gov> or by contacting the Agricultural Commissioner's Office utilizing the California Public Records Act request process.*

*Pursuant to Government Code §54954.2, any person with a disability who requires a modification or accommodation in order to participate in this public meeting is to contact the Agricultural Commissioner's Office by 4:00pm the day of the meeting.*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes (Meeting of April 10, 2023)
4. Public Forum
5. New Business:
  - a. PLNP2022-00320 Leary Road Sanchez & Brouwer Williamson Act Contract Amendment: A Board Review Request to amend existing Williamson Act Contracts for a property located at 14003 Leary Road in the Delta Community – Austin Chan, Planning and Environmental Review
6. Industry/Association/Partner Agency Updates
7. Agricultural Commissioner Update – Chris Flores
8. Committee Member Updates
9. Adjournment – Next Meeting: June 14, 2023; 6:30 p.m.

**PLANNING AND ENVIRONMENTAL REVIEW  
COUNTY OF SACRAMENTO  
CALIFORNIA**

To: Agricultural Advisory Committee

Subject: PLNP2022-00320. Leary Road Sanchez & Brouwer Williamson Act Contract Amendment (BRB). A Board Review To Amend Existing Williamson Act Contracts For A Property Located At 14003 Leary Road In The Delta Community.

Decision  
Body: Board of Supervisors

APN: 142-0070-001, 142-0050-016, 142-0050-018, 142-0050-019, 142-0050-016-021

Supervisory  
District: Hume

Contact: Austin Chan, Assistant Planner, (916) 874-3473, chanau@saccounty.gov

**Details of Request:**

1. A **Board Review** to amend existing Williamson Act contracts to be consistent with the proposed lot line adjustments (PLNP2020-00173), relating to a to a total of 441 acres, in the Delta Community.

**Applicant:**

Jacob Brouwer and Jeanette Brouwer  
1564 Mission Road  
Escondido, CA 92029  
Contact: Arnold Veldkamp

**OWNERS:**

Jacob Brouwer and Jeanette Brouwer  
1564 Mission Road  
Escondido, CA 92029  
Contact: Arnold Veldkamp

Joseph Sanchez and Debra Sanchez  
13975 Leary Road  
Walnut Grove, CA 95690

**Summary of Key Points:**

- The subject property is located near the intersection of Leary Road and State Highway 220 in the Delta community. The subject property is currently used for agricultural purposes.
- The subject property is zoned Agricultural- 40 (AG-40) and Agricultural- 80 (AG-80). The surrounding parcels are also used for agriculture in the AG-40 and AG-80 zoning districts.
- There are no previous entitlements or open code violations.
- This application is being processed with a Lot Line Adjustment (PLNP2020-00173).



PLNP2022-00320. Leary Road Sanchez & Brouer Williamson Act Contract Amendment.

- The subject property is under four Williamson Act contracts each covering different portions of the property.
- One of these contracts also includes other properties with different ownership, not contiguous with the subject property.
- To be consistent with the proposed lot lines, the applicant proposed to rescind three of the four contracts, and to amend the fourth to exclude their property from the contract while maintaining the other property owners contracts.
- The applicant will then re-enter into two new contracts (one for each owner as listed above).
- The Board of Supervisors is the Decision Body for this item. The AAC's recommendation will be provided to the Board of Supervisors for their consideration.

**Attachments:**

ATT 1 - Application

ATT 2 - Lot Line Adjustment Map

ATT 3 - Williamson Act Contracts (70-AP-001, 74-AP-007, 73-AP-066, 73-AP-067) )

For more information about the project, visit the [Planning Project Viewer](#) enter the project application number, PLNP2022-00320.

For more information about the subject parcels, visit [parcel viewer](#) and enter the project address or assessor parcel number.

# DISCRETIONARY PROJECT

## APPLICATION CHECKLIST & GENERAL APPLICATION FORM



PLNP2022-00320

Thank you for developing in the Unincorporated Sacramento County. The length of the entitlement application process is largely dependent on the specifics of your project. However, complete, professional, and thorough applications enable Planning Staff to process the entitlement application expeditiously.

### Design Review:

All projects, regardless of zoning district, that require discretionary entitlement(s) or approval(s) are subject to Design Review. Therefore, there are specific materials required to conduct the design review analysis. You can find more information on the Design Review process on PER's [website](#) and in the attached document.

### Application Instructions:

All of the items listed on the application checklist must be provided unless directed otherwise by County Staff. Check the applicable boxes on the checklist to indicate that the required material is included with your application and complies with applicable standards. **Make sure to sign the bottom of the Application Checklist (page 3 of 8) to confirm that the application is complete.** If you have questions regarding the submittal requirements visit our public counter or contact the Planning help line at [sacplan@saccounty.net](mailto:sacplan@saccounty.net).

### Application Packet Requirements

<b>Application</b>	<input type="checkbox"/> Application Checklist – Must be signed (see Page 3) <input type="checkbox"/> General Application Form – Must include property owner's signature <input type="checkbox"/> Supplemental Application Form ( <i>if required</i> ) [Minor Use Permit, Special Development Permit (General or Minor), Certificate of Nonconforming Use, Rezone, Variance, Affordable Housing Incentive Program, or Close Care Mobile Home]
<b>Copies</b>	<input type="checkbox"/> 1 Copy of each exhibit
<b>Exhibits</b>	<input type="checkbox"/> Size 24" x 36", folded individually to 8 ½" x 11" <input type="checkbox"/> Submit one reduction of each exhibit 8 ½" x 11"  <i>*Should project exhibits include or be required to include information requiring the skills of a professional land surveyor or engineer (ex. contour lines, benchmark data, easement locations) the exhibit shall be stamped and signed consistent with the requirements of California Code of Regulations Section 411.</i> <i>*See following pages for additional exhibit-specific requirements*</i>
<b>Electronic Format</b>	<input type="checkbox"/> All files should be in PDF form and uploaded separately on a CD or a thumb drive, or provided electronically to PER if using online submittal option.

### Advisories:

- Please be advised that if this Application Checklist is not signed your application will be rejected.
- Please be advised that submittals with insufficient information will be considered incomplete and will be rejected.

## Application Checklist – General Application Requirements

PLNP2022-00320

### ☐ Site Plan

- ☐ Title, address, and assessor parcel number of the property;
- ☐ All property lines and easements (existing and proposed);
- ☐ All existing and ultimate public right-of-ways;
- ☐ All existing and/or proposed structures;
- ☐ All site dimensions including parking lot planters, walks, etc.;
- ☐ Location, species and size of all existing trees (indicate trees to be removed);
- ☐ All fences or walls including height;
- ☐ All loading and storage facilities, utilities, trash enclosures, transformers, etc.;
- ☐ A statement regarding the proposed floor area, site area, parking ratios, employee counts where applicable, and zoning classification;
- ☐ A list of all service providers (water, sewer, school/park district, etc.);
- ☐ Floodplain designation and finished floor elevation (if applicable)



### ☐ Floor Plans

- ☐ Use for which each room is intended;
- ☐ Square footage of proposed structure separating habitable and nonhabitable space;
- ☐ Square footage for each room;

### ☐ Colored Elevations

- ☐ Slope of the property in relation to the proposed structure(s);
- ☐ All sides of structures showing architectural features and access points (doors, windows etc.);
- ☐ Roof pitch and height of plate line and peak;

## Design Review Application Material

<input type="checkbox"/> Completed Design Review application	<input type="checkbox"/> Color and Materials Sample Board (size 11" x 17")
<input type="checkbox"/> Completed Design Guidelines Supplemental Form	<input type="checkbox"/> One Set of Context Drawings
	<input type="checkbox"/> Colored Building Elevations

## Landscape Design Application Material

<input type="checkbox"/> Landscaped Site Plan with the following information: <ul style="list-style-type: none"> <li>▫ Existing and proposed buildings</li> <li>▫ Streets with street names</li> <li>▫ Parking areas</li> <li>▫ Walkways</li> <li>▫ Fences and walls</li> <li>▫ Light fixtures</li> <li>▫ Transformers</li> <li>▫ Fire equipment</li> <li>▫ Monument signs</li> <li>▫ Trash enclosures</li> <li>▫ Site boundaries including property lines, right of way, and setbacks</li> </ul>	<input type="checkbox"/> Planting layout showing: <ul style="list-style-type: none"> <li>▫ tree symbols at ¾ mature sizes (not to exceed 30' – 35' diameter)</li> <li>▫ shrubs and groundcover areas including proposed lawn</li> <li>▫ water features</li> <li>▫ storm water quality features (storm water quality features may require cross sections)</li> <li>▫ A table or callouts indicating species of all existing trees</li> </ul>
<input type="checkbox"/> A preliminary shade calculation in the County's format demonstrating compliance with County requirements	<input type="checkbox"/> The square footage of landscape area proposed

**Landscape Design Application Material – Continued**

**PLNP2022-00320**

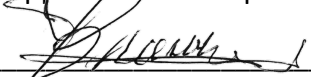
<input type="checkbox"/> Drawing to be on a title block with designer contact information	<input type="checkbox"/> Design statement and concept indicating knowledge of the following: <ul style="list-style-type: none"><li>▫ Water conservation goals</li><li>▫ Development standards</li><li>▫ Design guidelines</li></ul>
<input type="checkbox"/> Dimensions on all required planter widths (all required widths exclude curbs)	<input type="checkbox"/> Preliminary landscape grades, or indications of slopes
<input type="checkbox"/> Indication of surface types (turf, decomposed granite, concrete, asphalt, pervious pavers, etc.)	<input type="checkbox"/> A candidate plant list or legend of proposed trees and shrubs, including common and botanical name., and water use designation per the WUCOLS IV document



**Tentative Maps Application Material**

<input type="checkbox"/> Tentative Maps Shall Include: <ul style="list-style-type: none"><li><input type="checkbox"/> Subdivision Name, Date, north arrow, scale, contour intervals, vicinity map showing roads, adjoining subdivision, creeks, railroads and other data sufficient to locate the subdivision;</li><li><input type="checkbox"/> Contact Information for Property Owner – Name, address and telephone number;</li><li><input type="checkbox"/> Contact Information of Applicant (If different than Property Owner);</li><li><input type="checkbox"/> Name business address and telephone number of the Registered Engineer or Licensed Surveyor who prepared the tentative map;</li><li><input type="checkbox"/> A list of all service providers (water, sewer, school/park district, etc.);</li><li><input type="checkbox"/> Private sewage disposal systems and water wells shall be shown on the map (if required);</li><li><input type="checkbox"/> Proposed gross and net acreages and square footage of all new parcels;</li><li><input type="checkbox"/> Species, circumference and drip line of existing trees with a trunk diameter of four (4) inches or more. Any trees proposed to be removed shall be so indicated;</li><li><input type="checkbox"/> Location of existing structures shall be plotted on the map, labeled and identified (by type of structure), and structures to be removed shall be so marked;</li><li><input type="checkbox"/> Topographic data: generally two (2) foot contours except in floodplains where one (1) foot contours are required;</li><li><input type="checkbox"/> Proposed park and recreational sites, common areas, open space areas including method of ownership and management;</li><li><input type="checkbox"/> FOR VESTING TENTATIVE MAPS ONLY: Pursuant to Section 66452 of the Subdivision Map Act, the words "Vesting Tentative Map" shall be printed conspicuously on the face of the map.</li></ul>
---

By signing below you acknowledge that the submitted application contains the required information and that the application is complete.

  
\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



## General Application Form

This application form must accompany all Planning Entitlement requests.

Additional pages are required as indicated below.

Specific application requirements are detailed on the Application Instructions and Checklist. It is the applicant's responsibility to ensure that the application package is complete and accurate.

## Application Requests

(Check all that apply; a supplemental application is required for items marked with an \*)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> General Plan Amendment  | <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Rezone*                               |
| <input type="checkbox"/> Tentative Subdivision Map   | <input type="checkbox"/> Tentative Parcel Map     | <input type="checkbox"/> Design Review*                        |
| <input type="checkbox"/> Minor Use Permit*   | <input type="checkbox"/> Conditional Use Permit   | <input type="checkbox"/> Special Development Permit – General* |
| <input type="checkbox"/> Development Plan Review*  | <input type="checkbox"/> Tentative Map Extension  | <input type="checkbox"/> Special Development Permit – Minor*   |
| <input checked="" type="checkbox"/> Other  |   |  |
| <input type="checkbox"/> This request is part of a pending or approved application Control Number: |   |  |

Site address:	
Assessor's Parcel Number(s) <sup>1</sup> : 142-0050-016,-018,-019,-021 & 142-0070-001	Gross Acres: 441.50
Project Name: PLNP2020-00173 Leary Rd Sanchez & Brouwer LLA	

## Contact Information

Indicate Billing Party in check box below

<input type="checkbox"/>	Applicant	Name:		Contact:	
		Address:		City:	
		State/Zip:	Email:	Phone:	
<input checked="" type="checkbox"/>	Property Owner or Agent	Name: Jacob Brouwer and Jeanette Brouwer		Contact: Arnold Veldkamp	
		Address: 1564 Mission Road		City: Escondido	
		State/Zip: CA	Email: aveldkamp@superiorm.com	Phone: 760-745-0556	
<input type="checkbox"/>	Other	Name:		Contact:	
		Address:		City:	
		State/Zip:	Email:	Phone:	
<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____					
<input type="checkbox"/>	Other	Name:		Contact:	
		Address:		City:	
		State/Zip:	Email:	Phone:	
<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____					

<sup>1</sup> Parcel numbers may be obtained from the Assessor's website at [www.assessor.saccounty.net](http://www.assessor.saccounty.net), by calling their office at (916) 875-0700, or by visiting in person at 3701 Power Inn Road, Suite 3000, Sacramento, CA.

## Legal Authority and Consent to File Application

### Fee Consent and Other Acknowledgements

An initial below indicates that you understand and agree to the item. If you do not understand an item please ask the intake planner for an explanation.



I understand that if the initial entitlement fee is a deposit, actual costs will be based on set hourly rates and actual **time and materials** used. Please refer to the Planning Fee Schedule to determine if your selected entitlements will be subject to a flat fee or time and materials.



I understand that if actual costs exceed the amount of the deposit I will be billed for the additional costs based on **time and materials** used.



I understand that additional fees for the preparation of an environmental document, which is required pursuant to the California Environmental Quality Act (CEQA), may be required.



I understand that if necessary, I will receive a separate letter requesting a deposit for the environmental document. The typical range for an environmental document for small maps and use permits is **\$6,000 – \$12,000** depending on the specifics of the site and the complexity of the project. For projects with complex environmental issues the deposit amount could be substantially higher.



I agree to pay all fees required to complete processing of this application. I understand that my application will not be deemed complete until the environmental document deposit has been received.



I hereby give permission to County staff and other authorized personnel to conduct site inspections and post public notification signs on my property during the processing of this application. I consent to the posting of the address and contact information of all parties to this application on any website maintained by the County of Sacramento (the County).



I agree not to alter the physical condition of the property during the processing of this application; such as, but not limited to removing trees, constructing or demolishing structures, altering streams, and/or grading or filling. I understand that such alteration of the property may result in the imposition of criminal, civil or administrative fines or penalties, or delay or denial of the project.



Applicant shall defend, indemnify and hold harmless the County and its agents, including consultants, officers and employees from any claim, action or proceeding against the County or its agents, including consultants, officers or employees to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, including any claim for private attorney general fees claimed by or awarded to any party against the County, and shall also include the County's costs incurred in preparing the administrative record which are not paid by the petitioner. The County shall promptly notify the applicant of any claim, action or proceeding. Notwithstanding the foregoing, the County shall control the defense of any such claim, action or proceeding unless the settlement is approved by the applicant and that the applicant may act in its own stead as the real party in interest in any such claim, action or proceeding.



I have checked the current Hazardous Waste and Substances Sites List pursuant to Government Code Section 65962.5(f). [www.envirostor.dtsc.ca.gov/public/](http://www.envirostor.dtsc.ca.gov/public/) The proposed project site is not included on the most recent list.

County of Sacramento  
Planning and Environmental Review (PER)  
827 7<sup>th</sup> Street, Room 225  
Sacramento, CA 95814  
(916) 874-6141

PLNP2022-00320

RECEIVED  
11/28/2022  
PLANNING DIVISION  
County of Sacramento

### Legal Authority and Consent to File Application



I understand that pursuant to State Fish and Games Code Section 711.4, a filing fee is required for all projects processed with a Negative Declaration or Environmental Impact Report unless it has been determined by the California Department of Fish and Wildlife (CDFW) that the project will have no effect on fish and wildlife. The fees are collected by the County Office of Planning and Environmental Review (PER) for payment to the State. I understand that I will be notified of the fee amount upon release of the environmental document for the project.



I understand that all applicants are required to provide a Neighborhood Outreach Plan. I will include my neighborhood outreach plan in my Project Description.



I hereby agree that any drainage studies and/or drainage models that are provided to the County as part of the technical studies for this entitlement process will be provided with a license or other satisfactory release allowing the County to duplicate, distribute, and/or publish the studies and models to the general public without restriction. I understand that failure to provide such license or release to the satisfaction of the County may result in comment that the study and or model is inadequate to support the entitlement request.

The signature below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

**APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S) OF LEGAL PROPERTY OWNERSHIP OR OFFICIAL AGENT/ AUTHORITY TO FILE (check one)**

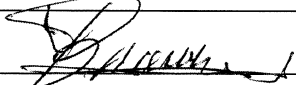
☒ Ownership

☐ Contract to Purchase\*

☐ Letter of Authorization\*

☐ Power of Attorney\*

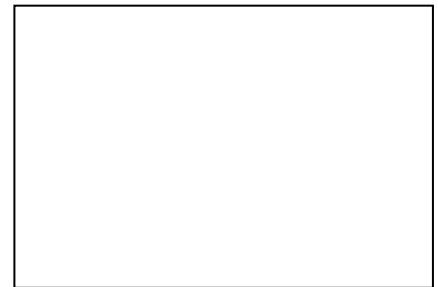
\*Must Attach Evidence

Owners/Agents* Name: <b>Jacob Brouwer and Jeanette Brouwer Trustees declaration of Trust dtd 05/11/77</b>	
Signature: 	Date: <b>11/17/22</b>
*Must Attach Evidence	

Owners Name:	
Signature:	Date:

Owners Name:	
Signature:	Date:

County of Sacramento  
Planning and Environmental Review (PER)  
827 7<sup>th</sup> Street, Room 225  
Sacramento, CA 95814  
(916) 874-6141



## Statement of County Responsibility

---

Please read the following statement outlining your responsibilities in the application hearing process.

An amendment to California Law (AB 884), adopted in 1977 and effective January 1, 1978, requires the County and all other jurisdictions in the state to take final action to approve or disapprove a request like yours within one year of the County's acceptance of your application as complete. In most cases, the County has approved requests like yours in significantly less time. However, the legislation now requires the County to "count down" the days so that requests are not inadvertently approved without approval by the Board of Supervisors or a designated body.

The law requires the County to inform you within 30 days after the application is submitted if your application is incomplete for our needs. If the application is complete and has all the information we need, the processing will be initiated immediately. If additional data is needed, a letter will be sent to you specifically stating the information needed. The staff will not certify that the application is complete until all the requested items have been submitted to the County and the required fees have been paid.

Your application will be heard in a public hearing. The County is required by law to notify all those property owners within 500 feet with a minimum of 30 property owners as shown on the latest assessment roll. This provides an opportunity for those most affected by a proposed use to provide input to the hearing body.

PLEASE BE ADVISED THAT THIS APPLICATION IS NOT APPROVED UNTIL THE ULTIMATE HEARING BODY HAS TAKEN ITS FINAL ACTION AND ALL APPEALS EXHAUSTED. ANY RECOMMENDATIONS OR COMMENTS BY STAFF OR ACTIONS BY INTERMEDIATE HEARING BODIES ARE ONLY ADVISORY AND SHOULD NOT BE RELIED ON FOR THE PURPOSES OF MAKING FINANCIAL COMMITMENTS.



## Project Description, Justification and Neighborhood Outreach Plan

The Project Description is a comprehensive explanation of the applicant's project/request. It should include background information, reasoning, and the goal(s) of the project/request. The Neighborhood Outreach Plan describes how the applicant plans to keep neighboring property owners (those within a 500 foot radius of the project site) informed about the project and how community concerns will be addressed. Please note, as part of the entitlement process, PER staff notifies property owners and tenants within a specified distance of the project boundaries of the project description and provide an opportunity for comment. Additionally, many entitlements are presented to the Community Planning Advisory Council (CPAC) for the area in which the project is located. Please see the application instructions and Sacramento County Zoning Code User Guide for more information. Please attach additional pages if necessary.

Project Description
Justification
Neighborhood Outreach Plan

County of Sacramento  
Planning and Environmental Review (PER)  
827 7<sup>th</sup> Street, Room 225  
Sacramento, CA 95814  
(916) 874-6141

**PLNP 2022 - 00320**



### General Application Form

This application form must accompany all Planning Entitlement requests.

Additional pages are required as indicated below.

Specific application requirements are detailed on the Application Instructions and Checklist. It is the applicant's responsibility to ensure that the application package is complete and accurate.

### Application Requests

(Check all that apply; a supplemental application is required for items marked with an \*)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> General Plan Amendment  | <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Rezone*                               |
| <input type="checkbox"/> Tentative Subdivision Map   | <input type="checkbox"/> Tentative Parcel Map     | <input type="checkbox"/> Design Review*                        |
| <input type="checkbox"/> Minor Use Permit*   | <input type="checkbox"/> Conditional Use Permit   | <input type="checkbox"/> Special Development Permit – General* |
| <input type="checkbox"/> Development Plan Review*  | <input type="checkbox"/> Tentative Map Extension  | <input type="checkbox"/> Special Development Permit – Minor*   |
| <input checked="" type="checkbox"/> Other  |   |  |
| <input type="checkbox"/> This request is part of a pending or approved application Control Number: |   |  |

Site address:	
Assessor's Parcel Number(s) <sup>1</sup> : <b>142-0050-016,-018,-019,-021 &amp; 142-0070-001</b>	Gross Acres: <b>441.50</b>
Project Name: <b>PLNP2020-00173 Leary Rd Sanchez &amp; Brouwer LLA</b>	

### Contact Information

Indicate Billing Party in check box below

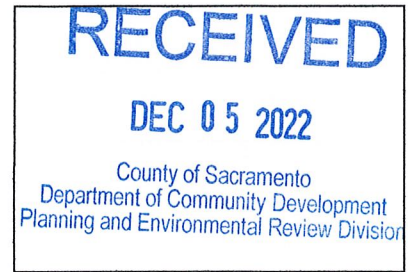
<input type="checkbox"/>	Applicant	Name:	Contact:
		Address:	City:
		State/Zip:      Email:	Phone:
<input type="checkbox"/>	Property Owner or Agent	Name: <b>Joseph and Debra Sanchez</b>	Contact:
		Address: <b>13975 Leary Road</b>	City: <b>Walnut Grove</b>
		State/Zip: <b>CA 95690</b> Email: <b>jlazys@msn.com</b>	Phone:
<input type="checkbox"/>	Other	Name:	Contact:
		Address:	City:
		State/Zip:      Email:	Phone:
<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____			
<input type="checkbox"/>	Other	Name:	Contact:
		Address:	City:
		State/Zip:      Email:	Phone:
<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____			

<sup>1</sup> Parcel numbers may be obtained from the Assessor's website at [www.assessor.sacounty.net](http://www.assessor.sacounty.net), by calling their office at (916) 875-0700, or by visiting in person at 3701 Power Inn Road, Suite 3000, Sacramento, CA.

DI NP7 077 - 00320

County of Sacramento  
Planning and Environmental Review (PER)  
827 7<sup>th</sup> Street, Room 225  
Sacramento, CA 95814  
(916) 874-6141

PLNP 2022-00320



## Legal Authority and Consent to File Application

### Fee Consent and Other Acknowledgements

An initial below indicates that you understand and agree to the item. If you do not understand an item please ask the intake planner for an explanation.

- JTS  
DCS I understand that if the initial entitlement fee is a deposit, actual costs will be based on set hourly rates and actual **time and materials** used. Please refer to the [Planning Fee Schedule](#) to determine if your selected entitlements will be subject to a flat fee or time and materials.
- JTS  
DCS I understand that if actual costs exceed the amount of the deposit I will be billed for the additional costs based on **time and materials** used.
- JTS  
DCS I understand that additional fees for the preparation of an environmental document, which is required pursuant to the California Environmental Quality Act (CEQA), may be required.
- JTS  
DCS I understand that if necessary, I will receive a separate letter requesting a deposit for the environmental document. The typical range for an environmental document for small maps and use permits is **\$6,000 – \$12,000** depending on the specifics of the site and the complexity of the project. For projects with complex environmental issues the deposit amount could be substantially higher.
- JTS  
DCS I agree to pay all fees required to complete processing of this application. I understand that my application will not be deemed complete until the environmental document deposit has been received.
- JTS  
DCS I hereby give permission to County staff and other authorized personnel to conduct site inspections and post public notification signs on my property during the processing of this application. I consent to the posting of the address and contact information of all parties to this application on any website maintained by the County of Sacramento (the County).
- JTS  
DCS I agree not to alter the physical condition of the property during the processing of this application; such as, but not limited to removing trees, constructing or demolishing structures, altering streams, and/or grading or filling. I understand that such alteration of the property may result in the imposition of criminal, civil or administrative fines or penalties, or delay or denial of the project.
- JTS  
DCS Applicant shall defend, indemnify and hold harmless the County and its agents, including consultants, officers and employees from any claim, action or proceeding against the County or its agents, including consultants, officers or employees to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, including any claim for private attorney general fees claimed by or awarded to any party against the County, and shall also include the County's costs incurred in preparing the administrative record which are not paid by the petitioner. The County shall promptly notify the applicant of any claim, action or proceeding. Notwithstanding the foregoing, the County shall control the defense of any such claim, action or proceeding unless the settlement is approved by the applicant and that the applicant may act in its own stead as the real party in interest in any such claim, action or proceeding.
- JTS  
DCS I have checked the current Hazardous Waste and Substances Sites List pursuant to Government Code Section 65962.5(f). [www.envirostor.dtsc.ca.gov/public/](http://www.envirostor.dtsc.ca.gov/public/) The proposed project site is not included on the most recent list.



County of Sacramento  
Planning and Environmental Review (PER)  
827 7<sup>th</sup> Street, Room 225  
Sacramento, CA 95814  
(916) 874-6141

PLNP 2022-00320



**Legal Authority and Consent to File Application**

J.T.S.  
D.S.

I understand that pursuant to State Fish and Games Code Section 711.4, a filing fee is required for all projects processed with a Negative Declaration or Environmental Impact Report unless it has been determined by the California Department of Fish and Wildlife (CDFW) that the project will have no effect on fish and wildlife. The fees are collected by the County Office of Planning and Environmental Review (PER) for payment to the State. I understand that I will be notified of the fee amount upon release of the environmental document for the project.

J.T.S.  
D.S.

I understand that all applicants are required to provide a Neighborhood Outreach Plan. I will include my neighborhood outreach plan in my Project Description.

J.T.S.  
D.S.

I hereby agree that any drainage studies and/or drainage models that are provided to the County as part of the technical studies for this entitlement process will be provided with a license or other satisfactory release allowing the County to duplicate, distribute, and/or publish the studies and models to the general public without restriction. I understand that failure to provide such license or release to the satisfaction of the County may result in comment that the study and or model is inadequate to support the entitlement request.

The signature below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

**APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S) OF LEGAL PROPERTY OWNERSHIP OR OFFICIAL AGENT/ AUTHORITY TO FILE** (check one)

☒ Ownership

☐ Contract to Purchase\*

☐ Letter of Authorization\*

☐ Power of Attorney\*

\*Must Attach Evidence

Owners/Agents\* Name:

Signature:

Date:

\*Must Attach Evidence

Owners Name:

Joseph Sanchez

Signature:

Date:

11-30-2022

Owners Name:

Debra Sanchez

Signature:

Date:

11-30-2022

PLNP2022-00320

EXISTING PARCEL CONFIGURATION



30' Road Esmnt. &  
12.5' P.U.E.L. Esmnt.  
per 142 PM 10.

20' Gas Esmnt. per  
840423 OR 944

APN 142-0050-021  
(T.R. Parcel 2)

See Detail Sheet 3

APN 142-0050-020  
Brouwer

APN 142-0050-008  
Our Lady of Sacramento Monastery

APN 142-0070-001  
(T.R. Parcels 5-7)

APN 142-0050-018  
(T.R. Parcel 3)

APN 142-0050-019  
(T.R. Parcel 1)

APN 142-0050-016  
(T.R. Parcel 4)

APN 142-0100-061  
Silver Creek Packing Co.

Leary Road (40' wide  
County road)

Follows meanderings  
of west bank of slough,  
approx. 5,452'

NOTES

- 1) Terrain is flat, slopes ranging from  $\approx$  0-5%.
- 2) See Sheet 3 for Line Data Table
- 3) Width of Leary Road appears to be largely undocumented; assumed 40' wide where not indicated otherwise by existing public record.
- 4) GTE Easements per Bk. 89-02-08 OR Pg. 1104 and 89-04-04 OR Pg. 1562 may affect the parcel - the documents do not include a plottable description of the easement.
- 5) See Sheet 2 for a discussion of the status of the existing legal parcels.

LEGEND

Ex.	Existing
L1 or C1	Property Line Data (See Tables on Sheet 3)
LF	Leach Field/Septic System
OB	Outbuilding (barn, etc.)
RD	Residential Dwelling
T.R.	Title Report
(W)	Well

EXISTING PARCEL AREA TABLE

PARCEL	Per AP Map	Calc per Deed
142-0050-016	140.7 (net)	171.3 (gr.)
142-0050-018	142.6 (net)	181.6 (gr.)
142-0050-019	9.4 (net)	9.4 (gr.)
142-0050-021	6.4 (net)	7.3 (gr.)
142-0070-001	142.4	127.8
Total:	441.5	497.4

GENERAL INFORMATION

APN 142-0050-019 & -021  
APN 142-0070-001

Owners/Applicants:  
  
Joseph & Debra Sanchez, as Trustees  
of the Joseph and Debra Sanchez  
Family Trust

13975 Leary Road  
Walnut Grove, CA 95690

Zoning (General Plan): AG-40/AG-80W (AG CROP)

Existing Use: Farming/Rural Residential

Proposed Use: No Change Proposed

Williamson Act: All Parcels Under Contract

Existing Utilities: Existing individual private sewer  
systems and private wells.

Proposed Utilities: No Change Proposed

Flood Zone: AE (BFE 10.0 feet)

Surveyor:  
  
Mountain Pacific Surveys  
1735 Enterprise Drive, Suite 109  
Fairfield, CA 94533  
Phone (707) 425-6234

APN 142-0050-016 & -018

Jacob & Jeanette Brouwer, as Trustees  
of the Jacob & Jeanette Brouwer  
Declaration of Trust.

13900 Leary Road  
Walnut Grove, CA 95690

AG-40/AG-80W (AG CROP)

Farming/Rural Residential

No Change Proposed

All Parcel Under Contract

Existing individual private sewer  
systems and private wells.

No Change proposed

AE (BFE 10.0 feet)

Lot Line Adjustment Map  
Lands of Sanchez & Lands of Brouwer

Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001

Sacramento County

California



1735 Enterprise Dr, Suite 109  
Fairfield, CA 94533  
PH (707) 425-6234  
FAX (707) 425-1909

Approved

Drawn

Date

Proj. No.

Scale

Sheet No.

of

1

4

519012

Rev. Oct. 4, 2021

EXISTING PARCEL  
CONFIGURATION (cont.)



PROPERTY LINE NARATIVE

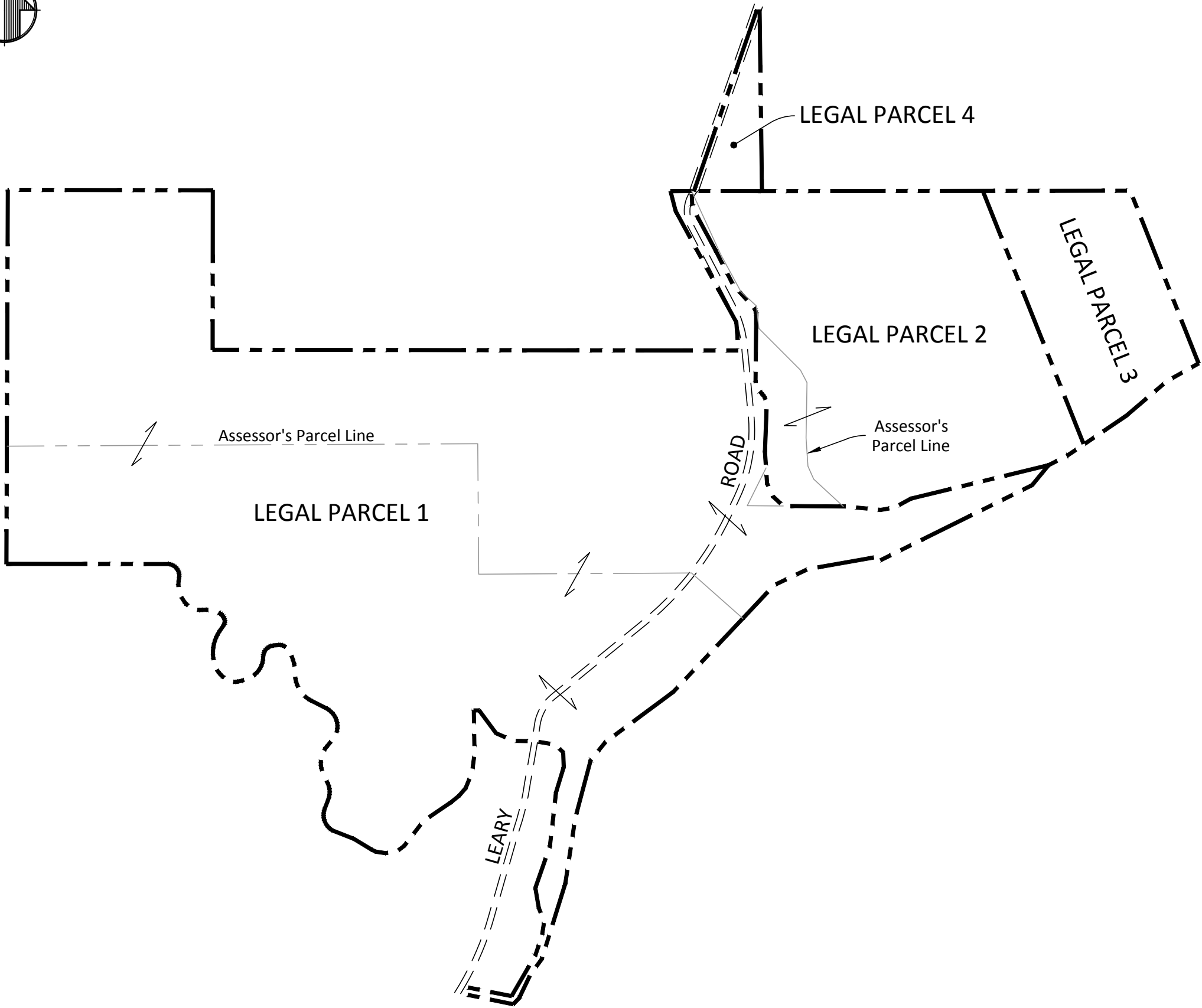
When performing a critical review of the convoluted history of the parcels over the past 100 years, it becomes apparent there may have been some historical property transfers that would be deemed inconsistent with the requirements of the State Map Act and/or local ordinance. Primary contributing factors for the confusion was the filing of a Record of Survey that incorrectly purports legal parcel lines, and a likely scrivener's error contained one legal description.


Based upon an exhaustive amount of research, analysis, and collaboration between the surveyor and the County Surveyor's staff, it has been determined the parcel configurations as depicted by the current Assessor's Parcel Maps do not reflect the most likely configuration of the current legal parcel lines.

By mutual determination and agreement, surveyor and County Surveyor's staff believe the most likely legal parcel configuration of the five Assessor's Parcel Numbers shown on Sheet 1 of this Lot Line Adjustment Map are more accurately represented by the general configuration shown on this sheet, and in fact those five Assessor's Parcels truly reflect only four legal parcels. (Parcels are shown for illustrative purposes; accurate bearings, distances, and areas have not been shown or determined.)

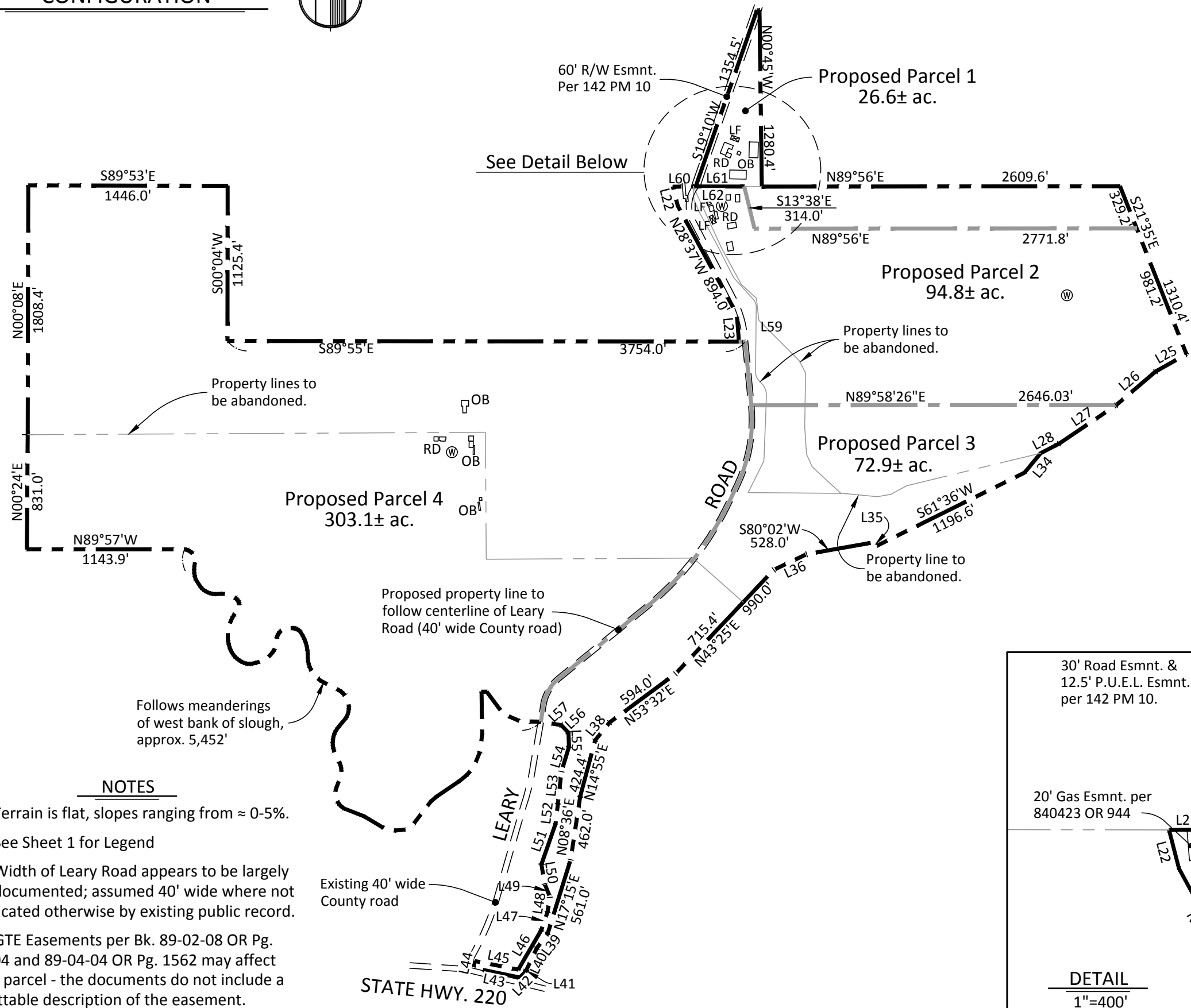
This Lot Line Adjustment application consists of any and all of the parties who can claim an ownership interest in the parcels included within this application, and by filing and processing of this Application these Owners agree (i) to the conclusion there are only four existing legal parcels to be considered as the basis of the application; (ii) if approved, four legal parcels will be the final result of this application, and (iii) by recordation of the final Certificates of Compliance, any future claim of additional underlying parcels is waived.

Upon completion of this application, the convoluted nature of these underlying parcels will be resolved with clarity for all involved Owners.



<div><div><div>1735 Enterprise Dr, Suite 109 Fairfield, CA 94533</div><div>PH (707) 425-6234 FAX (707) 425-1969</div></div></div>		<div><div><div><div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div>&lt;/</div></div></div></div></div></div>			
--	--	--	--	--	--

PROPOSED PARCEL  
CONFIGURATION



NOTES

- 1) Terrain is flat, slopes ranging from  $\approx$  0-5%.
- 2) See Sheet 1 for Legend
- 3) Width of Leary Road appears to be largely undocumented; assumed 40' wide where not indicated otherwise by existing public record.
- 4) GTE Easements per Bk. 89-02-08 OR Pg. 1104 and 89-04-04 OR Pg. 1562 may affect the parcel - the documents do not include a plottable description of the easement.

LINE TABLE		
LINE	BEARING	DIST.
L1	S24°37'E	490.2
L2	S28°26'E	300.0
L3	S47°20'E	150.0
L4	S06°08'E	160.0
L5	S45°00'E	415.0
L6	S27°38'E	100.0
L7	S01°04'W	390.0
L8	S03°50'E	200.0
L9	S24°08'E	100.0
L10	S47°13'E	284.2
L11	N89°31'W	672.6
L12	N26°28'E	246.0
L13	N02°11'E	462.9
L14	N00°38'E	466.5
L15	N42°07'W	211.8
L16	N27°07'W	141.0
L17	N26°46'W	126.3
L18	N28°23'W	264.0
L19	N24°05'W	101.3
L20	N02°26'W	97.8
L21	S89°53'E	148.5
L22	N14°22'W	143.5
L23	N04°16'W	200.0
L24	S89°53'E	479.9
L25	S60°43'W	257.5
L26	S49°34'W	375.0
L27	S55°57'W	500.0
L28	S62°43'W	120.8
L29	N76°21'E	1000.0
L30	N61°21'E	130.0
L31	N79°57'E	100.0
L32	S84°25'E	250.0

LINE TABLE		
LINE	BEARING	DIST.
L33	S89°31'E	15.4
L34	S39°36'W	183.3
L35	N05°27'W	32.1
L36	S64°33'W	264.0
L37	S43°17'W	322.7
L38	N39°05'E	165.0
L39	N36°33'E	132.0
L40	N25°36'E	175.6
L41	N17°04'E	9.0
L42	N44°04'E	64.0
L43	S78°22'E	345.2
L44	S12°55'W	51.2
L45	N78°47'W	321.1
L46	S30°11'W	333.0
L47	S18°59'W	138.2
L48	S09°29'W	107.3
L49	S21°26'E	106.0
L50	S09°27'E	143.2
L51	S19°15'W	310.4
L52	S06°42'W	147.5
L53	S06°18'W	234.4
L54	S16°57'W	187.8
L55	S02°07'E	102.5
L56	N43°58'W	76.2'
L57	N80°19'W	149.3'
L58	S89°53'E	18.5'
L59	S89°55'E	45.1'
L60	S89°53'E	164.8'
L61	S89°53'E	353.0'
L62	S89°53'E	517.8'

Approved

Scale

1" = 800'

Sheet No.

Date

Rev. Oct. 4, 2021

Proj. No.

519012

of 4

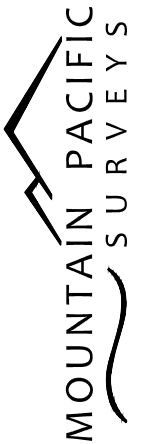
Lot Line Adjustment Map

Lands of Sanchez & Lands of Brouwer

Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001

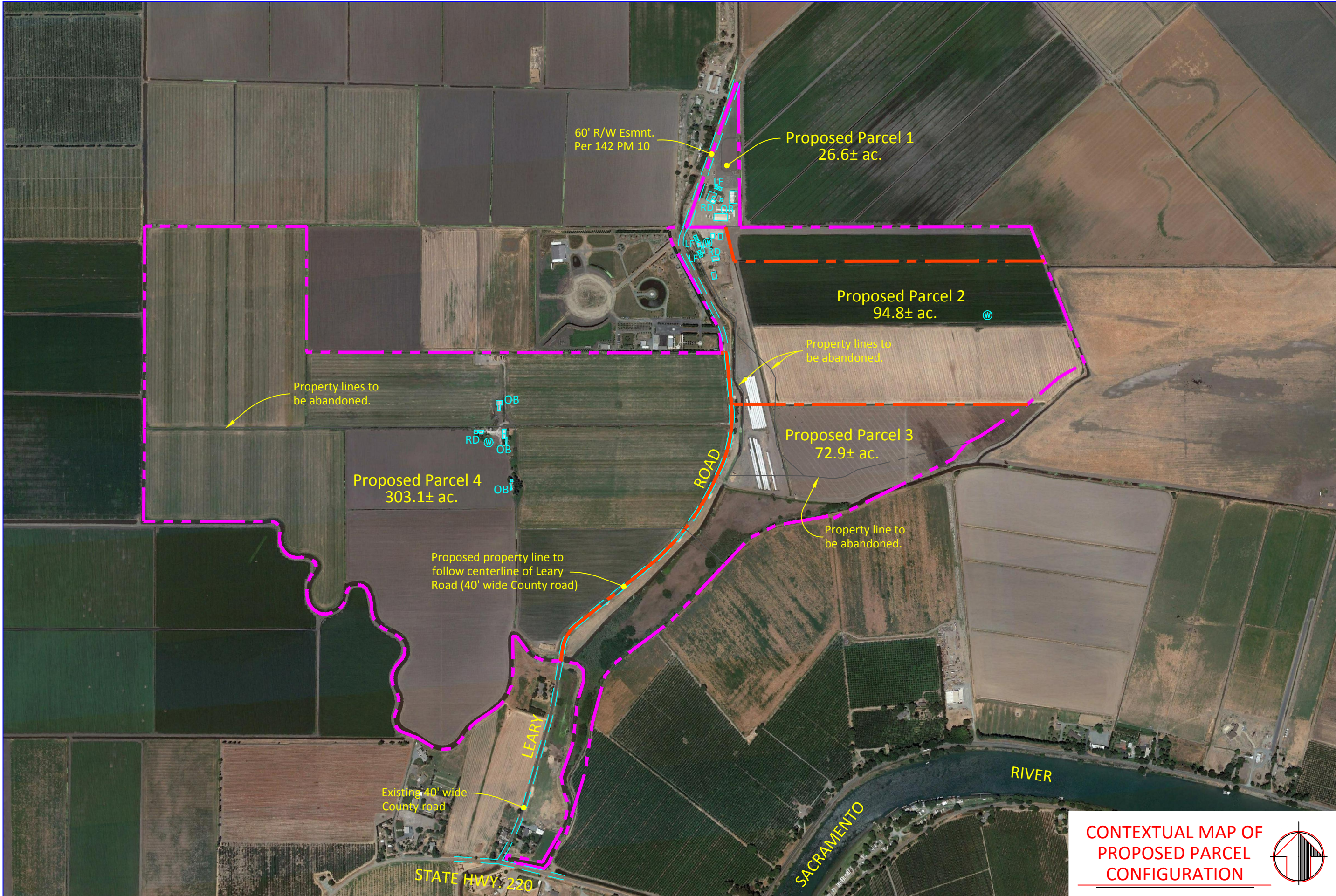
Sacramento County

California

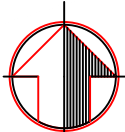



PH (707) 425-6234  
FAX (707) 425-1969  
1735 Enterprise Dr., Suite 109  
Fairfield, CA 94533





CONTEXTUAL MAP OF  
PROPOSED PARCEL  
CONFIGURATION





1735 Enterprise Dr, Suite 109  
Fairfield, CA 94533

PH (707) 425-6234  
FAX (707) 425-1969

Approved

Drawn

Date

Proj. No.

Scale

Rev. Oct. 4, 2021

519012

of 4

1" = 800'

Sheet No.

4

Lot Line Adjustment Map

Lands of Sanchez & Lands of Brouwer

Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001

Sacramento County

California



Recording Request by

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California

BOOK 70 02 26 PAGE 453

OFFICIAL RECORDS  
SACRAMENTO COUNTY CALIF.

FEB 26 1 40 PM 1970

*Renard J. Hooper*  
Space Above For Recorder's Use

14206

RESOLUTION NO. 70-AP-001

RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE  
WITHIN SACRAMENTO COUNTY

NO FEE

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 70-19 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta Area

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and  
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) Establishment, Disestablishment, Alteration. The procedures set forth in Resolution No. 70-19 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) Policy.

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) Agricultural Zoning. It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) Permitted Agricultural Uses. Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) Compatible Uses. Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and made part of this Resolution.

(6) Limitation on Uses. If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A" and "B" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) Continuation of Preserve. Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 18th day of February, 1970, by the following vote, to wit:

AYES:	Supervisors,	GUALCO, O'BRIEN, PHELAN, WOOD, KLOSS
NOES:	Supervisors,	NONE
ABSENT:	Supervisors,	NONE

(SEAL)

ATTEST:

*E. Henry Bloss*  
Clerk of the Board of Supervisors

*E. Henry Bloss*  
Chairman of the Board of Supervisors of Sacramento County,  
California

14206 FEB 26 1970

EXHIBIT "A" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

BOOK 70 02 26 PAGE

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.

14206

EXHIBIT "C" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

The real property is situate in the County of Sacramento and is described as:

See Exhibit "D" attached hereto and by said reference made a part of  
this contract.

BOOK 70 02 26 PAGE 455

and/or: Assessors parcel(s) number(s):

The following property is within one mile of the City of \_\_\_\_\_ :

14206

EXHIBIT "D"

All that certain real property situate in the County of Sacramento, State of California, particularly described as follows:

OK PARCEL NO. 1: Beginning at a point 1031.5 feet West of a post set at the Center of Section 28, Township 5 North of Range 4 East, M.D.B.&M., thence South 21° 42' East 1921.5 feet to the North bank of Beaver Lake; thence following the meanders of the North bank of Beaver Lake, South 55° 57' West 133.8 feet; thence South 62° 43' West 150 feet; thence South 76° 21' West 1000 feet; thence South 61° 21' West 130 feet; thence South 79° 57' West 100 feet; thence North 84° 25' West 250 feet; thence North 89° 31' West 438.6 feet; thence leaving Beaver Lake and meandering the East bank of a Slough, North 47° 13' West 100 feet; thence North 24° 8' West 100 feet; thence North 3° 50' West 200 feet; thence North 1° 4' East 390 feet; thence North 27° 38' West 100 feet; thence North 45' West 415 feet; thence North 6° 8' West 160 feet; thence North 47° 20' West 150 feet; thence North 28° 26' West 300 feet; thence North 24° 37' West 490.2 feet; thence leaving the Slough, East 2052.2 feet to the point of beginning.  
 SAVING AND EXCEPTING THEREFROM the above described premises a strip along the North side thereof 10 feet in width.

The land described in this parcel being the same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Joseph W. Joseph, by Deed dated October 26, 1907, recorded October 28, 1907, in Book 261 of Deeds, page 343.

OK PARCEL NO. 2: Beginning at a post at the center of Section 28, Township 5 North, Range 4 East, M.D.B.&M., thence South 21° 42' East 1313.5 feet to the North bank of Beaver Lake; thence following the meanderings of the said North bank of Beaver Lake, South 60° 43' West 250 feet; thence South 49° 34' West 375 feet; thence South 55° 57' West 366.2 feet to the Southeast corner of the land conveyed by the Deed mentioned in the preceding paragraph; thence North 21° 42' West, along the Eastern boundary line of said land, 1921.5 feet to the Northeast corner of said land; thence Easterly 1031.5 feet to the point of beginning.  
 SAVING AND EXCEPTING from out of the above described premises a strip along North side thereof 10 feet in width. Land described in this parcel being same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Frank F. Joseph, by Deed dated February 19, 1908, in Book 265 of Deeds, page 338.  
 SAVING AND EXCEPTING from said Parcel No. 2 so much of said land as lies within boundaries of Swamp Land Survey No. 301.

PARCEL NO. 3: So much of Swamp Land Survey No. 301, as lies within boundary lines of 35.639 acre tract hereinabove described as Parcel No. 2.

PARCEL NO. 4: Beginning at the point of intersection of the center line of a main drainage canal extending in a North and South direction, with center line of a drainage canal extending in an East and West direction, said point of intersection being at or very nearly at the Northeast corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East of Mount Diablo Base and Meridian: and also being at the Northeast corner of the tract of land designated as "B2" in the final decree in partition made, filed and entered on October 9, 1896, in the Superior Court of Sacramento County, in an Action No. 7182, Davis Bixler, plaintiff vs. George E. Williams, as Executor, etc., et al., defendants, a certified copy of which said Decree in Partition was recorded October 9, 1896, in County Recorder's Office of Sacramento County in Book 163 of Deeds, page 102, running thence along the center line of said North and South main drainage canal, South  $0^{\circ} 46'$  East 43.37 chains; thence due West 16.293 chains; thence due North 43.366 chains to the Northeast corner of that certain tract of land conveyed by Elizabeth Augusta Bixler, et al., to Benjamin M. Bixler, et al., by Deed dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 67; thence due East 15.713 chains to point of beginning, run by true meridian, magnetic variation  $17^{\circ} 04'$  East. Being the same tract of land first described in Deed by David Bixler, et al. to Elizabeth Augusta Bixler, dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 63.

EXCEPTING THEREFROM, until July 3, 1982, an undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in that certain Deed recorded July 15, 1957, at Book 3335, at page 245, Official Records of Sacramento County, California.

PARCEL NO. 5: All that portion of Section 12, Township 4 North, Range 3 East, M.D.B.&M., and Section 7, Township 4 North, Range 4 East, M.D.B.&M. on Grand Island and being more particularly described as follows:

Beginning at a point 20 feet South of the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East and which said point is located at the intersection of the south line of a County Road with the center line of a drainage ditch and running thence from the said point of beginning, along the center line of said drainage ditch, on the section line common to Sections 7 and 8, South 2168.1 feet to its



intersection with the center line of another drainage ditch constructed on the division line common to the lands now or formerly belonging to W. A. and W. C. Kesner on the North and to Blanche Sylva on the South the said above named intersection point being the Easterly corner common to the said named lands; thence, along the center line of the said last named drainage ditch, and its continuation, along the North line of the land now or formerly belonging to Blanche Sylva and E. and R. Mayhood, and others, West 5261.53 feet to the East line of a County Road, and 20 feet East from an iron pipe in the center line of said County Road, which said center line marks the location of the quarter section line through Section 12, Township 4 North, Range 3 East, and thence following along the East side of said County road, parallel to and 20 feet at right angles East, from said quarter section line, North  $0^{\circ} 32'$  East 148286 feet; thence following the Southerly side of said County Road, parallel to and 20 feet at right angles from its center line North  $80^{\circ} 35 \frac{1}{2}'$  East 392 feet; thence North  $57^{\circ} 53'$  East 190.73 feet; thence North  $37^{\circ} 20'$  East 171.83 feet; thence North  $24^{\circ} 59'$  East 422.04 feet to a point 20 feet South of the center line of the said County Road; thence, following the South side of said County road, parallel to and 20 feet at right angles South from the center line of said road, North  $89^{\circ} 59 \frac{1}{2}'$  East 4417 feet to the place of beginning.

PARCEL NO. 6: Commencing at a point at or very nearly at the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East, Mount Diablo Base and Meridian, the said point being also on the Southerly boundary of that certain tract of land situated, lying and being on the Grand Island described in the Deed of Conveyance of February 26, 1914; from Elizabeth Augusta Bixler, David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler, to Benjamin M. Bixler, Louis A. Bixler, Frances C. Bixler, Elinor L. Bixler and Mary A. Bixler, running thence due East twenty-four and one hundred and sixteen thousandths [24.116] chains to the Southeast corner of the said last mentioned tract of land, the said Southeast corner of the said tract of land being also on the Westerly boundary of that certain tract of land situate, lying and being on the said Grand Island, firstly described in the Deed of Conveyance of February 26, 1914, from David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Benjamin M. Bixler, Louis A. Bixler, Francis C. Bixler, Elinor L. Bixler, Mary A. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler to Elizabeth Augusta Bixler; thence due South three and three hundred and sixty-six thousandths [3.366] chains to the Southwest corner of the said last mentioned tract of land; thence along the Southerly boundary of the said last mentioned tract of land due East sixteen and two hundred and ninety-three thousandths [16.293] chains to the center of a North and South Drainage Canal, and being the Easterly boundary of the tract of land designated as "B2" in the Final Decree of Partition made, filed and entered on the 9th day of October, A. D. 1896, in the Superior Court of the State of California in and for the County of Sacramento, in an

14206

action entitled "David Bixler, Plaintiff, vs. George E. Williams, as Executor, etc., et al., Defendants", No. 7182, a certified copy of which said Final Decree was recorded on the said 9th day of October, A. D. 1896, in the office of the County Recorder of the said County of Sacramento, in Book 163 of Deeds, at page 102; thence along the center line of the said drainage canal South  $00^{\circ} 46'$  East thirty-seven and thirty-eight hundredths [37.38] chains to a point where the said drainage canal deflects to the Southwest; thence continuing along the exterior boundary of the said tract of land designated as "B2" South  $00^{\circ} 39'$  East two hundred and eighty-five thousandths [.285] chains to the Southerly bank of the said drainage canal; thence along the Southerly bank of the said drainage canal South  $43^{\circ} 54 \frac{1}{2}'$  West thirty-two and three hundred and seventy-three thousandths [32.373] chains to its intersection with the exterior boundary of the said tract of land designated as "B2" thence continuing along the said exterior boundary of the said tract of land designated as "B2" the following courses and distances: North  $87^{\circ} 49'$  West two hundred and sixty-eight thousandths [.268] chains to the center of the said drainage canal; thence North  $19^{\circ} 57'$  West eighteen and nine hundred and fifty-three thousandths [18.953] chains; thence South  $63^{\circ} 38'$  West thirteen and eighty-eight thousandths [13.088] chains; thence North fifty-two and three hundred and thirty-six thousandths [52.366] chains to the point of commencement; run by the true meridian; magnetic variation  $17^{\circ} 4'$  East; and being a part of the said tract of land designated as "B2".

PARCEL NO. 7: All that portion of Swamp and Overflowed Land Survey Nos. 320 and 962 located in Reclamation District No. 3, Grand Island described as follows:

BEGINNING at a point on the North bank of the Sacramento River being the Southeast corner of Swamp Land Survey 320; thence North  $19^{\circ} 15'$  West along the center line of a drainage ditch, said line being the East line of said Swamp Land Survey 320, a distance of 2799.7 feet to the Northeast corner of said Swamp Land Survey; thence continuing North  $19^{\circ} 15'$  West along the Northeasterly boundary line of that certain 100 acre tract of land conveyed by Tide Land Reclamation Co., to T. W. Sheehan and John F. Sheehan by a Deed dated June 30, 1873, recorded in Book 70 of Deeds, page 486, 1298.9 feet making a total of 4098.6 feet to the most Northerly corner of said 100 acre tract marked by a 2 inch pipe monument; thence South  $63^{\circ} 21 \frac{1}{2}'$  West along the Northwesterly boundary line of said 100 acre tract, 1034.6 feet to a point marked by a 2 inch pipe monument, which is located North  $63^{\circ} 21 \frac{1}{2}'$  East 2501.1 feet from the most Westerly corner of said 100 acre tract; thence South  $22^{\circ} 40'$

East 3970.4 feet to the North bank of the Sacramento River; thence following the said bank up stream North 67° 27 1/2' East 165.0 feet; thence North 72° 07 1/2' East 247.6 feet and North 71° 36 1/2' East 375.8 feet to the place of beginning.

PARCEL NO. 8: Fraction of Swamp Land Survey No. 320, located in Section 17 and 18, Township 4 North, Range 4 East, M.D.B.&M., described as follows:

BEGINNING at a point on the North bank of the Sacramento River, said point being Southwest corner of Swamp Land Survey No. 320; thence North 30° 51' West 2624.75 feet; thence North 62° 56' 10" East 1153.04 feet; thence South 30° 13' East 2620.70 feet to a point on the North bank of said river; thence South 66° 46 1/2' West 12 feet; thence South 62° 51 1/2' West 844.60 feet; thence South 62° 31' West 267.20 feet to the point of beginning; said parcel of land is the same as shown and designated as "J. Lopes 68.396 Acres," on that certain survey entitled "Portion of Sheehan Ranch" and recorded in the office of the County Recorder of Sacramento County, on July 28, 1948, in Book 6 of Surveys, Map No. 33.

PARCEL NO. 9: All those portions of Swamp and Overflowed Lands Surveys Nos. 320 and 962, Sacramento County Surveys, described as follows:

BEGINNING at a point on the North bank of the Sacramento River, which is located South 71° 36 1/2' West 375.80 feet, South 72° 07 1/2' West 247.60 feet and South 67° 27 1/2' West 165.00 feet from the Southeast corner of said Swamp and Overflowed Lands Survey No. 320; thence North 22° 40' West 3970.40 feet to a point on the Northwesterly boundary line of that certain 100 acre tract of land described in a Deed dated June 30, 1873, recorded July 29, 1873, in Book 70 of Deeds page 486, Sacramento County Records, executed by Tide Land Reclamation Company to T. W. Sheehan and John F. Sheehan which point is marked by a 2 inch pipe monument; and which point is also located South 63° 21 1/2' West 1034.60 feet from the most Northerly corner of said 100 acre tract of land; thence, along the Northwesterly boundary line of said 100 acre tract of land, South 63° 21 1/2' West 1333.10 feet to a point marked by a 2 inch pipe monument which is located North 63° 21 1/2' East 1168.00 feet from the most Westerly corner of said 100 acre tract of land; thence South 30° 13' East 3916.70 feet to a point on the North bank of said Sacramento River; thence, following the Northerly bank of said Sacramento River; upstream North 66° 46 1/2' East 583.30 feet and North 67° 27 1/2' East 232.90 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas hydrocarbons and other minerals, whether metallic or non-metallic, in, under, over or upon the herein described property as reserved in the Deed executed by C. Scott Milne and Carol B. Milne, his wife, to Joe Lopes and Olivia Lopes, his wife, as joint tenants, dated December 11, 1958, recorded December 23, 1958, in Book 3663 of Official Records, at page 125.



Recording Request by

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California

BOOK 70 02 26 PAGE 461

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

FEB 26 1 40 PM 1970

14207

*Richard J. Spence* For Recorder's Use  
COUNTY RECORDER

CALIFORNIA LAND CONSERVATION CONTRACT NO. 70-AP-001

NO FEE

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 1970, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

JOE LOPES AND OLIVIA GLAVIN

after referred to as Owner: or successors thereof here-

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 70-AP-001; and

WHEREAS, said Agricultural Preserve is within the Delta Area

Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 70; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

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

(1) Agreement Made Pursuant to California Land Conservation Act. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) Use of Subject Property. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) Additional Uses. The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) Term. This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) Consideration. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) Cancellation. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of payment of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) Cancellation If No Operative Legislation. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

14207  
FEB 26 1970

(8) Division of Subject Property. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) Information to County. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) Notice of Nonrenewal. If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) Removal of Land From Agricultural Preserve. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) Action In Eminent Domain To Take All Of Subject Property. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or of less than a fee interest which will prevent the subject property from being used for any permitted agricultural or compatible use set forth in the resolution establishing the agricultural preserve in which the subject property is located or upon the acquisition in lieu of condemnation of the fee or of less than a fee interest of all of the subject property which will prevent the subject property from being used for any authorized use, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) Action In Eminent Domain To Take A Portion of Subject Property. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property or of less than a fee interest which will prevent said portion of the subject property from being used for any permitted agricultural or compatible use set forth in the resolution establishing the agricultural preserve in which the subject property is located, or upon the acquisition in lieu of condemnation of the fee or of less than a fee interest of a portion of the subject property which will prevent said portion of the subject property from being used for any authorized use, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) Abandonment Of Action In Eminent Domain. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) Enforcement Of Contract. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) Recording Of Documents. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) Successors In Interest. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision  
of the State of California

By E. Henry Glass  
Chairman of the Board of Supervisors

ATTEST: Earl D. Smith  
Clerk of the Board of Supervisors

"OWNER"

Joe Lopez  
Olivia G. G. G.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach acknowledgement for each signature above)

BOOK 70 02 26 PAGE  
EXHIBIT A TO  
CALIFORNIA LAND CONSERVATION CONTRACT

463

INFORMATION RE NOTICES OF NONRENEWAL  
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors  
County of Sacramento  
County Administration Building  
827 - 7th Street  
Sacramento, California 95814

Address Notice to Owner:

Mr. Joe Lopes  
Route 1, Box 20  
Walnut Grove, California

EXHIBIT B TO  
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

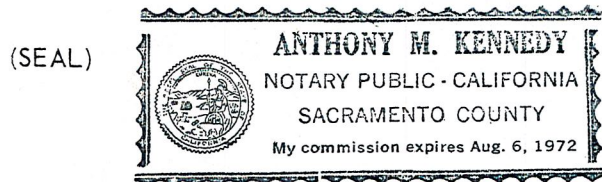
See Exhibit C attached hereto and by said reference made a part of this contract.

14207

STATE OF CALIFORNIA }  
COUNTY OF Sacramento ss.

On this 16th day of February, in the year 1970, before me,  
ANTHONY M. KENNEDY, a Notary Public in and for the County of Sacramento,  
State of California, personally appeared JOE LOPES and OLIVIA GLAVIN

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that  
they executed the same.



Anthony M. Kennedy  
Notary Public in and for the County of Sacramento  
State of California

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_,  
State of California, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that  
\_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of California

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_,  
State of California, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that  
\_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of California

14205

## EXHIBIT "C"

All that certain real property situate in the County of Sacramento, State of California, particularly described as follows:

21 PARCEL NO. 1: Beginning at a point 1031.5 feet West of a post set at the Center of Section 28, Township 5 North of Range 4 East, M.D.B.&M., thence South 21° 42' East 1921.5 feet to the North bank of Beaver Lake; thence following the meanders of the North bank of Beaver Lake, South 55° 57' West 133.8 feet; thence South 62° 43' West 150 feet; thence South 76° 21' West 1000 feet; thence South 61° 21' West 130 feet; thence South 79° 57' West 100 feet; thence North 84° 25' West 250 feet; thence North 89° 31' West 438.6 feet; thence leaving Beaver Lake and meandering the East bank of a Slough, North 47° 13' West 100 feet; thence North 24° 8' West 100 feet; thence North 3° 50' West 200 feet; thence North 1° 4' East 390 feet; thence North 27° 38' West 100 feet; thence North 45' West 415 feet; thence North 6° 8' West 160 feet; thence North 47° 20' West 150 feet; thence North 28° 26' West 300 feet; thence North 24° 37' West 490.2 feet; thence leaving the Slough, East 2052.2 feet to the point of beginning. SAVING AND EXCEPTING THEREFROM the above described premises a strip along the North side thereof 10 feet in width.

The land described in this parcel being the same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Joseph W. Joseph, by Deed dated October 26, 1907, recorded October 28, 1907, in Book 261 of Deeds, page 343.

OK PARCEL NO. 2: Beginning at a post at the center of Section 28, Township 5 North, Range 4 East, M.D.B.&M., thence South 21° 42' East 1313.5 feet to the North bank of Beaver Lake; thence following the meanderings of the said North bank of Beaver Lake, South 60° 43' West 250 feet; thence South 49° 34' West 375 feet; thence South 55° 57' West 366.2 feet to the Southeast corner of the land conveyed by the Deed mentioned in the preceding paragraph; thence North 21° 42' West, along the Eastern boundary line of said land, 1921.5 feet to the Northeast corner of said land; thence Easterly 1031.5 feet to the point of beginning. SAVING AND EXCEPTING from out of the above described premises a strip along North side thereof 10 feet in width. Land described in this parcel being same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Frank F. Joseph, by Deed dated February 19, 1908, in Book 265 of Deeds, page 338. SAVING AND EXCEPTING from said Parcel No. 2 so much of said land as lies within boundaries of Swamp Land Survey No. 301.

PARCEL NO. 3: So much of Swamp Land Survey No. 301, as lies within boundary lines of 35.639 acre tract hereinabove described as Parcel No. 2.

PARCEL NO. 4: Beginning at the point of intersection of the center line of a main drainage canal extending in a North and South direction, with center line of a drainage canal extending in an East and West direction, said point of intersection being at or very nearly at the Northeast corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East of Mount Diablo Base and Meridian: and also being at the Northeast corner of the tract of land designated as "B2" in the final decree in partition made, filed and entered on October 9, 1896, in the Superior Court of Sacramento County, in an Action No. 7182, Davis Bixler, plaintiff vs. George E. Williams, as Executor, etc., et al., defendants, a certified copy of which said Decree in Partition was recorded October 9, 1896, in County Recorder's Office of Sacramento County in Book 163 of Deeds, page 102, running thence along the center line of said North and South main drainage canal, South  $0^{\circ} 46'$  East 43.37 chains; thence due West 16.293 chains; thence due North 43.366 chains to the Northeast corner of that certain tract of land conveyed by Elizabeth Augusta Bixler, et al., to Benjamin M. Bixler, et al., by Deed dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 67; thence due East 15.713 chains to point of beginning, run by true meridian, magnetic variation  $17^{\circ} 04'$  East. Being the same tract of land first described in Deed by David Bixler, et al., to Elizabeth Augusta Bixler, dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 63.

EXCEPTING THEREFROM, until July 3, 1982, an undivided one-half ( $1/2$ ) interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in that certain Deed recorded July 15, 1957, at Book 3335, at page 245, Official Records of Sacramento County, California.

PARCEL NO. 5: All that portion of Section 12, Township 4 North, Range 3 East, M.D.B.&M., and Section 7, Township 4 North, Range 4 East, M.D.B.&M. on Grand Island and being more particularly described as follows:

Beginning at a point 20 feet South of the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East and which said point is located at the intersection of the south line of a County Road with the center line of a drainage ditch and running thence from the said point of beginning, along the center line of said drainage ditch, on the section line common to Sections 7 and 8, South 2168.1 feet to its



intersection with the center line of another drainage ditch constructed on the division line common to the lands now or formerly belonging to W. A. and W. C. Kesner on the North and to Blanche Sylva on the South the said above named intersection point being the Easterly corner common to the said named lands; thence, along the center line of the said last named drainage ditch, and its continuation, along the North line of the land now or formerly belonging to Blanche Sylva and E. and R. Mayhood, and others, West 5261.53 feet to the East line of a County Road, and 20 feet East from an iron pipe in the center line of said County Road, which said center line marks the location of the quarter section line through Section 12, Township 4 North, Range 3 East, and thence following along the East side of said County road, parallel to and 20 feet at right angles East, from said quarter section line, North  $0^{\circ} 32'$  East 1482.86 feet; thence following the Southerly side of said County Road, parallel to and 20 feet at right angles from its center line North  $80^{\circ} 35 \frac{1}{2}'$  East 392 feet; thence North  $57^{\circ} 53'$  East 190.73 feet; thence North  $37^{\circ} 20'$  East 171.83 feet; thence North  $24^{\circ} 59'$  East 422.04 feet to a point 20 feet South of the center line of the said County Road; thence, following the South side of said County road, parallel to and 20 feet at right angles South from the center line of said road, North  $89^{\circ} 59 \frac{1}{2}'$  East 4417 feet to the place of beginning.

PARCEL NO. 6: Commencing at a point at or very nearly at the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East, Mount Diablo Base and Meridian, the said point being also on the Southerly boundary of that certain tract of land situated, lying and being on the Grand Island described in the Deed of Conveyance of February 26, 1914; from Elizabeth Augusta Bixler, David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler, to Benjamin M. Bixler, Louis A. Bixler, Frances C. Bixler, Elinor L. Bixler and Mary A. Bixler, running thence due East twenty-four and one hundred and sixteen thousandths [24.116] chains to the Southeast corner of the said last mentioned tract of land, the said Southeast corner of the said tract of land being also on the Westerly boundary of that certain tract of land situate, lying and being on the said Grand Island, firstly described in the Deed of Conveyance of February 26, 1914, from David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Benjamin M. Bixler, Louis A. Bixler, Francis C. Bixler, Elinor L. Bixler, Mary A. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler to Elizabeth Augusta Bixler; thence due South three and three hundred and sixty-six thousandths [3.366] chains to the Southwest corner of the said last mentioned tract of land; thence along the Southerly boundary of the said last mentioned tract of land due East sixteen and two hundred and ninety-three thousandths [16.293] chains to the center of a North and South Drainage Canal, and being the Easterly boundary of the tract of land designated as "B2" in the Final Decree of Partition made, filed and entered on the 9th day of October, A. D. 1896, in the Superior Court of the State of California in and for the County of Sacramento, in an

action entitled "David Bixler, Plaintiff, vs. George E. Williams, as Executor, etc., et al., Defendants", No. 7182, a certified copy of which said Final Decree was recorded on the said 9th day of October, A. D. 1896, in the office of the County Recorder of the said County of Sacramento, in Book 163 of Deeds, at page 102; thence along the center line of the said drainage canal South 00° 46' East thirty-seven and thirty-eight hundredths [37.38] chains to a point where the said drainage canal deflects to the Southwest; thence continuing along the exterior boundary of the said tract of land designated as "B2" South 00° 39' East two hundred and eighty-five thousandths [.285] chains to the Southerly bank of the said drainage canal; thence along the Southerly bank of the said drainage canal South 43° 54 1/2' West thirty-two and three hundred and seventy-three thousandths [32.373] chains to its intersection with the exterior boundary of the said tract of land designated as "B2" thence continuing along the said exterior boundary of the said tract of land designated as "B2" the following courses and distances: North 87° 49' West two hundred and sixty-eight thousandths [.268] chains to the center of the said drainage canal; thence North 19° 57' West eighteen and nine hundred and fifty-three thousandths [18.953] chains; thence South 63° 38' West thirteen and eighty-eight thousandths [13.088] chains; thence North fifty-two and three hundred and thirty-six thousandths [52.366] chains to the point of commencement; run by the true meridian; magnetic variation 17° 4' East; and being a part of the said tract of land designated as "B2".

PARCEL NO. 7: All that portion of Swamp and Overflowed Land Survey Nos. 320 and 962 located in Reclamation District No. 3, Grand Island described as follows:

BEGINNING at a point on the North bank of the Sacramento River being the Southeast corner of Swamp Land Survey 320; thence North 19° 15' West along the center line of a drainage ditch, said line being the East line of said Swamp Land Survey 320, a distance of 2799.7 feet to the Northeast corner of said Swamp Land Survey; thence continuing North 19° 15' West along the Northeasterly boundary line of that certain 100 acre tract of land conveyed by Tide Land Reclamation Co., to T. W. Sheehan and John F. Sheehan by a Deed dated June 30, 1873, recorded in Book 70 of Deeds, page 486, 1298.9 feet making a total of 4098.6 feet to the most Northerly corner of said 100 acre tract marked by a 2 inch pipe monument; thence South 63° 21 1/2' West along the Northwestern boundary line of said 100 acre tract, 1034.6 feet to a point marked by a 2 inch pipe monument, which is located North 63° 21 1/2' East 2501.1 feet from the most Westerly corner of said 100 acre tract; thence South 22° 40'



East 3970.4 feet to the North bank of the Sacramento River; thence following the said bank up stream North 67° 27 1/2' East 165.0 feet; thence North 72° 07 1/2' East 247.6 feet and North 71° 36 1/2' East 375.8 feet to the place of beginning.

PARCEL NO. 8: Fraction of Swamp Land Survey No. 320, located in Section 17 and 18, Township 4 North, Range 4 East, M.D.B.&M., described as follows:

BEGINNING at a point on the North bank of the Sacramento River, said point being Southwest corner of Swamp Land Survey No. 320; thence North 30° 51' West 2624.75 feet; thence North 62° 56' 10" East 1153.04 feet; thence South 30° 13' East 2620.70 feet to a point on the North bank of said river; thence South 66° 46 1/2' West 12 feet; thence South 62° 51 1/2' West 844.60 feet; thence South 62° 31' West 267.20 feet to the point of beginning; said parcel of land is the same as shown and designated as "J. Lopes 68.396 Acres," on that certain survey entitled "Portion of Sheehan Ranch" and recorded in the office of the County Recorder of Sacramento County, on July 28, 1948, in Book 6 of Surveys, Map No. 33.

PARCEL NO. 9: All those portions of Swamp and Overflowed Lands Surveys Nos. 320 and 962, Sacramento County Surveys, described as follows:

BEGINNING at a point on the North bank of the Sacramento River, which is located South 71° 36 1/2' West 375.80 feet, South 72° 07 1/2' West 247.60 feet and South 67° 27 1/2' West 165.00 feet from the Southeast corner of said Swamp and Overflowed Lands Survey No. 320; thence North 22° 40' West 3970.40 feet to a point on the Northwestern boundary line of that certain 100 acre tract of land described in a Deed dated June 30, 1873, recorded July 29, 1873, in Book 70 of Deeds page 486, Sacramento County Records, executed by Tide Land Reclamation Company to T. W. Sheehan and John F. Sheehan which point is marked by a 2 inch pipe monument; and which point is also located South 63° 21 1/2' West 1034.60 feet from the most Northerly corner of said 100 acre tract of land; thence, along the Northwestern boundary line of said 100 acre tract of land, South 63° 21 1/2' West 1333.10 feet to a point marked by a 2 inch pipe monument which is located North 63° 21 1/2' East 1168.00 feet from the most Westerly corner of said 100 acre tract of land; thence South 30° 13' East 3916.70 feet to a point on the North bank of said Sacramento River; thence, following the Northerly bank of said Sacramento River; upstream North 66° 46 1/2' East 583.30 feet and North 67° 27 1/2' East 232.90 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas hydrocarbons and other minerals, whether metallic or non-metallic, in, under, over or upon the herein described property as reserved in the Deed executed by C. Scott Milne and Carol B. Milne, his wife, to Joe Lopes and Olivia Lopes, his wife, as joint tenants, dated December 11, 1958, recorded December 23, 1958, in Book 3663 of Official Records, at page 125.

APPLICATION No. 70-AP-001

LEGAL NOTICE  
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves, as authorized in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: Property consists of two parcels generally described as follows:

Parcel	142-070-01 located on Grand Island about one mile north of Ryde and consisting of 136 m/l acres
Parcel	142-110-10, 20, 56 & 62 located on Grand Island on the south side of Walker Landing Road and consisting of 778 m/l acres

APPLICANTS: Joe Lopes  
Route 1, Box 20  
Walnut Grove, California

DATE OF HEARING: Wednesday, February 4, 1970 at 10:30 A. M.

PLACE OF HEARING: Board of Supervisors' Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814.

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 20th DAY OF January, 1970.

BOARD OF SUPERVISORS  
Earl D. Jack  
Clerk, Board of Supervisorss

Publish in Sacramento Legal Press 1/22/70  
Send one affidavit and two publication  
bills with notice attached to each

PROOF OF PUBLICATION

(2015.5 CCP)

STATE OF CALIFORNIA )  
 ) ss.  
County of Sacramento, )

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of THE SACRAMENTO LEGAL PRESS, a newspaper of general circulation printed and published in the City of Sacramento, County of Sacramento, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California, under date of November 17, 1952, Case Number 91,690, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 22

all in the year 1970

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Patricia Etheridge  
Signature

Date January 22, 1970

SACRAMENTO LEGAL PRESS

P.O. Box 1863

Sacramento, California 95809

This space is for the County Clerk's Filing Stamp

Proof of Publication of LEGAL NOTICE

NOTICE OF PUBLIC HEARING

APPLICATION NO. 70-AP-001

LEGAL NOTICE  
Notice of Public Hearing  
APPLICATION No. 70-AP-001  
Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves, as authorized in the California Land Conservation Act in the County of Sacramento as follows:  
LOCATION:  
Property consists of two parcels generally described as follows:  
Parcel  
142-070-01 located on Grand Island about one mile north of Ryde and consisting of 136 m/l acres  
Parcel  
142-110-10, 20, 56 & 62 located on Grand Island on the south side of Walker Landing Road and consisting of 778 m/l acres  
APPLICANTS:  
Joe Lopes  
Route 1, Box 20  
Walnut Grove, California  
DATE OF HEARING:  
Wednesday, February 4, 1970  
at 10:30 A.M.  
PLACE OF HEARING:  
Board of Supervisors' Chambers,  
Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814.  
BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 20th DAY OF January, 1970:  
BOARD OF SUPERVISORS  
Earl D. Jack  
Clerk, Board of Supervisors  
8800—Jan. 22

PROOF OF PUBLICATION



Recording Request by

BOOK 73 02 27 PAGE 584

17712

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California 95814

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

FEB 27 2 35 PM 1973

*Remond J. Hopper*  
COUNTY RECORDER  
Space Above For Recorder's Use  
**NO FEE**

RESOLUTION NO. 73-AP-066  
RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE  
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 72-1038 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and  
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) **Establishment, Disestablishment, Alteration.** The procedures set forth in Resolution No. 72-1038 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) **Policy.**

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) **Agricultural Zoning.** It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) **Permitted Agricultural Uses.** Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) **Compatible Uses.** Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) **Limitation on Uses.** If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) **Continuation of Preserve.** Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 7th day of

February, 19 73, by the following vote, to wit:

AYES: Supervisors, Kloss, Melarkey, Smoley, Sheedy  
NOES: Supervisors, None  
ABSENT: Supervisors, Gualco

(SEAL)

ATTEST:

*[Signature]*  
Clerk of the Board of Supervisors

Vice

*E. Henry Kloss*  
Chairman of the Board of Supervisors of Sacramento County, California

## EXHIBIT "A" TO RESOLUTION ESTABLISHING

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201(n) of the Government Code.
- (s) Open Space use, as defined in Section 51201(o) of the Government Code.

17712



## EXHIBIT C

All that certain real property, situate in the State of California, more particularly described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains; South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains

(CONTINUED)

to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North  $54^{\circ} 02'$  West 5 chains; South  $84^{\circ} 54'$  West 1 chain and 20 links; South  $0^{\circ} 57'$  West 5 chains; South  $30^{\circ} 30'$  West 3 chains; South  $53^{\circ} 45'$  West 5 chains; South  $40^{\circ} 15'$  West 4 chains and 20 links; North  $83^{\circ} 45'$  West 2 chains and 50 links; North  $64^{\circ} 30'$  West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North  $0^{\circ} 11'$  East 40 chains; thence leaving said canal and running South  $89^{\circ} 49'$  East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North  $4^{\circ} 16'$  West 200 feet; North  $28^{\circ} 44'$  West 382 feet; North  $28^{\circ} 32'$  West 512 feet; North  $14^{\circ} 22'$  West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

(CONTINUED)

28222

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957 and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

ALSO TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the East line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

AND, for the benefit and use of that portion of the parcel of real property hereinabove described lying South of the said DIVIDING LINE and hereinbefore excepted from the conveyance, hereafter referred to as the "South Parcel" there is hereby RESERVED, and the parcel of land by this Deed conveyed to said Grantee is conveyed and taken ALSO SUBJECT to the following non-exclusive easements and rights of way:

First: For the purpose of providing access to and from Leary Road to and from the aforesaid South Parcel a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the center line of said sixteen (16) foot wide right of way being more particularly described as follows:

(CONTINUED)

2722



BEGINNING at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North  $41^{\circ} 30'$  East 18.79 feet and North  $23^{\circ} 31' 21''$  East 1017.06 feet from the above described Point "A", thence South  $89^{\circ} 30' 26''$  West 1630.01 feet; thence North  $88^{\circ} 15' 24''$  West 382.60 feet; thence southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of  $57^{\circ} 24' 30''$ , an arc length of 75.15 feet and a chord bearing South  $63^{\circ} 02' 21''$  West 72.04 feet to a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its westerly terminus.

Second: For the purpose of conveying water by irrigation ditch to said South Portion from the northeasterly corner of the parcel of real property hereinabove described to said DIVIDING LINE, a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet west of and six (6) feet east of the following described reference line: Beginning at a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 1870.69 feet from the above described Point "B", thence North  $0^{\circ} 03' 38''$  East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

Third: For purpose of conveying water by irrigation ditch along said DIVIDING LINE, a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the west line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

17722

EXCEPTING from this conveyance and RESERVING unto said Grantors all of said Grantors' present interest, to wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and affect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.



Recording Request by

17713

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

FEB 27 2 35 PM 1973

NO FEE

Space Above For Recorder's Use

## CALIFORNIA CONSERVATION CONTRACT NO. 73-AP-066

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 73, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

MARGARET TISDALE

after referred to as Owner: \_\_\_\_\_ or successors thereof here-

## WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

73-AP-066 WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number \_\_\_\_\_; and

WHEREAS, said Agricultural Preserve is within the \_\_\_\_\_ Delta

\_\_\_\_\_ Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 23; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

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

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

17713

FEB 27 1973



(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By

Vice

Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

"OWNER"

Margaret Tisdale

(Attach acknowledgement for each signature above)



BOOK 73 02 27 PAGE

593

EXHIBIT A TO  
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL  
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors  
County of Sacramento  
County Administration Building  
827 - 7th Street  
Sacramento, California 95814

Address Notice to Owner:

Margaret Tisdale  
1462 Shasta Avenue  
San Jose, CA 95126

EXHIBIT B TO  
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part of this contract.

17713

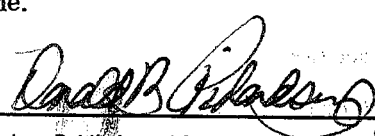
ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.  
COUNTY OF Santa Clara

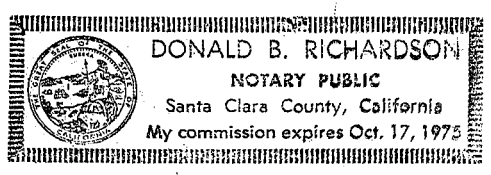
On this 14th day of February, in the year 19 73, before me, DONALD B. RICHARDSON, JR., a Notary Public in and for the County of Santa Clara,

State of California, personally appeared MARGARET TISDALE

known to me to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that SHE executed the same.

  
Notary Public in and for the County of Santa Clara  
State of California

(SEAL)



ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19 \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_,

State of California, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of California

(SEAL)

ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19 \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_,

State of California, personally appeared \_\_\_\_\_

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of California

(SEAL)

17713

## EXHIBIT C

All that certain real property, situate in the State of California, more particularly described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains; South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains

(CONTINUED)

17713



to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North 54° 02' West 5 chains; South 84° 54' West 1 chain and 20 links; South 0° 57' West 5 chains; South 30° 30' West 3 chains; South 53° 45' West 5 chains; South 40° 15' West 4 chains and 20 links; North 83° 45' West 2 chains and 50 links; North 64° 30' West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North 0° 11' East 40 chains; thence leaving said canal and running South 89° 49' East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North 4° 16' West 200 feet; North 28° 44' West 382 feet; North 28° 32' West 512 feet; North 14° 22' West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

(CONTINUED)

17713

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957. and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

ALSO TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the East line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

AND, for the benefit and use of that portion of the parcel of real property hereinabove described lying South of the said DIVIDING LINE and hereinbefore excepted from the conveyance, hereafter referred to as the "South Parcel" there is hereby RESERVED, and the parcel of land by this Deed conveyed to said Grantee is conveyed and taken ALSO SUBJECT to the following non-exclusive easements and rights of way:

First: For the purpose of providing access to and from Leary Road to and from the aforesaid South Parcel a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the center line of said sixteen (16) foot wide right of way being more particularly described as follows:

(CONTINUED)

17713

BEGINNING at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North  $41^{\circ} 30'$  East 18.79 feet and North  $23^{\circ} 31' 21''$  East 1017.06 feet from the above described Point "A", thence South  $89^{\circ} 30' 26''$  West 1630.01 feet; thence North  $88^{\circ} 15' 24''$  West 382.60 feet; thence southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of  $57^{\circ} 24' 30''$ , an arc length of 75.15 feet and a chord bearing South  $63^{\circ} 02' 21''$  West 72.04 feet to a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its westerly terminus.

Second: For the purpose of conveying water by irrigation ditch to said South Portion from the northeasterly corner of the parcel of real property hereinabove described to said DIVIDING LINE, a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet west of and six (6) feet east of the following described reference line: Beginning at a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 1870.69 feet from the above described Point "B", thence North  $0^{\circ} 03' 38''$  East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

Third: For purpose of conveying water by irrigation ditch along said DIVIDING LINE, a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the west line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

17213

EXCEPTING from this conveyance and RESERVING unto said Grantors all of said Grantors' present interest, to wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and affect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

APPLICATION No. 73-AP-066

LEGAL NOTICE  
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: The property is located northwesterly of the Town of Ryde on the east and west of Leary Road at Beaver Lake. Parcel 142-050-15. Consists of 152.5 acres m/l

APPLICANT: Margaret Tisdale  
1462 Shasta Avenue  
San Jose, CA 95126

DATE OF HEARING: Wednesday, February 7, 1973 at 9:00 A. M.

PLACE OF HEARING: Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.

Jack H. Mehl, Clerk  
Board of Supervisors

Publish in Sacramento Press Journal 1/25/73  
Send one affidavit and two publication bills with notice attached to each.

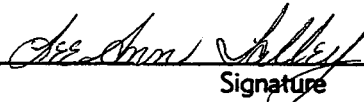
STATE OF CALIFORNIA )  
 ) ss.  
County of Sacramento, )

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **SACRAMENTO PRESS-JOURNAL**, a newspaper of general circulation printed and published in the City of Sacramento, County of Sacramento, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California under Case No. 32669; that the notice, of which the annexed is a printed copy (set in type not smaller than non pareil) has been published in each regular and entire issue of said newspaper and not in any supplement there of on the following dates, to-wit:

January 25,

all in the year 1973

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
Signature  
Date January 25, 1973

Established In 1921  
**Sacramento Press-Journal**  
P.O. Box 1048 Sacramento, California 95805

Proof of Publication of

NOTICE OF PUBLIC HEARING

APPLICATION NO. 73-AP-066

**LEGAL NOTICE**  
**Notice of Public Hearing**  
**APPLICATION No. 73-AP-066**  
Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:  
**LOCATION:**  
The property is located northwesterly of the Town of Ryde on the east and west of Leary Road at Beaver Lake. Parcel 142-050-15. Consists of 152.5 acres m/l  
**APPLICANT:**  
Margaret Tisdale, 1462 Shasta Avenue, San Jose, CA 95126  
**DATE OF HEARING:**  
Wednesday, February 7, 1973 at 9:00 A.M.  
**PLACE OF HEARING:**  
Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814  
**BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.**  
Jack H. Mehl, Clerk  
Board of Supervisors  
SPJ B-44454—January 25



Recording Request by

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California 95814

BOOK 73 | 02 28 PAGE 864

OFFICIAL RECORDS  
SACRAMENTO COUNTY CALIF.

FEB 28 3 23 PM 1973

*Edward J. Hopper*  
COUNTY RECORDER

Space Above For Recorder's Use

18434

NO FEE

RESOLUTION NO. 73-AP-067

RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE  
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 72-1038 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and

WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) **Establishment, Disestablishment, Alteration.** The procedures set forth in Resolution No. 72-1038 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) **Policy.**

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) **Agricultural Zoning.** It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) **Permitted Agricultural Uses.** Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) **Compatible Uses.** Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) **Limitation on Uses.** If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) **Continuation of Preserve.** Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 7th day of

February, 19 73, by the following vote, to wit:

AYES: Supervisors, Kloss, Melarkey, Smoley, Sheedy  
NOES: Supervisors, None  
ABSENT: Supervisors, Gualco

(SEAL)

ATTEST:

*[Signature]*  
Clerk of the Board of Supervisors

*E. Henry Kloss*  
Vice Chairman of the Board of Supervisors of Sacramento County, California

18434

FEB 28 1973



## EXHIBIT "A" TO RESOLUTION ESTABLISHING

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201(n) of the Government Code.
- (s) Open Space use, as defined in Section 51201(o) of the Government Code.

18434

## EXHIBIT C

The land referred to in this report is situated in the State of California, County of Sacramento and is described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains;

(CONTINUED)

South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North 54° 02' West 5 chains; South 84° 54' West 1 chain and 20 links; South 0° 57' West 5 chains; South 30° 30' West 3 chains; South 53° 45' West 5 chains; South 40° 15' West 4 chains and 20 links; North 83° 45' West 2 chains and 50 links; North 64° 30' West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North 0° 11' East 40 chains; thence leaving said canal and running South 89° 49' East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

(CONTINUED)

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North 4° 16' West 200 feet; North 28° 44' West 382 feet; North 28° 32' West 512 feet; North 14° 22' West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957 and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

18434



TOGETHER WITH a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the centerline of said sixteen (16) foot wide right of way being more particularly described as follows:

Beginning at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North  $41^{\circ} 30'$  East 18.79 feet and North  $23^{\circ} 31' 21''$  East 1017.06 feet from the above described Point "A"; thence South  $89^{\circ} 30' 26''$  West 1630.01 feet; thence North  $88^{\circ} 15' 24''$  West 382.60 feet; thence Southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of  $57^{\circ} 24' 30''$ , an arc length of 75.15 feet and a chord bearing South  $63^{\circ} 02' 21''$  West 72.04 feet to a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its Westerly terminus.

ALSO TOGETHER with a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet West of and six (6) feet East of the following described reference line.

Beginning at a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 1870.69 feet from the above described Point "B"; thence North  $0^{\circ} 03' 38''$  East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the West line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

ALSO EXCEPTING AND RESERVING in the Deed recorded December 10, 1970, in Book 70-12-10, page 409, Official Records, and unto said Grantors all of said Grantor's present interest, to-wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals, and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and effect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

18434



Recording Request by

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California

BOOK 73 02 28 PAGE

OFFICIAL RECORDS  
SACRAMENTO COUNTY CALIF.

FEB 28 3 23 PM 1973

871

18435

NO FEE

Space Above For Recorder's Use

**CALIFORNIA CONSERVATION CONTRACT NO. 73-AP-067**

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 73, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

WILLIAM GWERDER: DONALD HOLT: BETTY A. HOLT

\_\_\_\_\_ or successors thereof hereafter referred to as Owner:

**WITNESSETH:**

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 73-AP-067; and

WHEREAS, said Agricultural Preserve is within the Delta

\_\_\_\_\_ Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 23; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

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

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

18435

FEB 28 1973



(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

"OWNER"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By E. Henry Bloss  
Vice Chairman of the Board of Supervisors

ATTEST: [Signature]  
Clerk of the Board of Supervisors

Wm. Swenden  
M. J. [Signature]  
Betsy A. Haet

(Attach acknowledgement for each signature above)

18435



EXHIBIT A TO  
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL  
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors  
County of Sacramento  
County Administration Building  
827 - 7th Street  
Sacramento, California 95814

Address Notice to Owner:

William Gwerder  
Walnut Grove, CA

EXHIBIT B TO  
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part of this contract.

ACKNOWLEDGMENT

BOOK 73 02 28 PAGE 874

STATE OF CALIFORNIA } ss.  
COUNTY OF SACRAMENTO

On this 27 day of February, in the year 19 73, before me, Susan Lynn Pieretti, a Notary Public in and for the County of SACRAMENTO, State of California, personally appeared William Gwerder, Donald Holt and Betty A. Holt known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.



(SEAL)

Susan Lynn Pieretti  
Notary Public in and for the County of SACRAMENTO  
State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19 \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of California, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 19 \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of California, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of California

18435

BOOK 73 02 28 PAGE 875

EXHIBIT C

The land referred to in this report is situated in the State of California, County of Sacramento and is described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains;

(CONTINUED)

South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North 54° 02' West 5 chains; South 84° 54' West 1 chain and 20 links; South 0° 57' West 5 chains; South 30° 30' West 3 chains; South 53° 45' West 5 chains; South 40° 15' West 4 chains and 20 links; North 83° 45' West 2 chains and 50 links; North 64° 30' West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North 0° 11' East 40 chains; thence leaving said canal and running South 89° 49' East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

(CONTINUED)



Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North 4° 16' West 200 feet; North 28° 44' West 382 feet; North 28° 32' West 512 feet; North 14° 22' West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957 and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

18435

TOGETHER WITH a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the centerline of said sixteen (16) foot wide right of way being more particularly described as follows:

Beginning at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North  $41^{\circ} 30'$  East 18.79 feet and North  $23^{\circ} 31' 21''$  East 1017.06 feet from the above described Point "A"; thence South  $89^{\circ} 30' 26''$  West 1630.01 feet; thence North  $88^{\circ} 15' 24''$  West 382.60 feet; thence Southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of  $57^{\circ} 24' 30''$ , an arc length of 75.15 feet and a chord bearing South  $63^{\circ} 02' 21''$  West 72.04 feet to a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its Westerly terminus.

ALSO TOGETHER with a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet West of and six (6) feet East of the following described reference line.

Beginning at a point on the above described DIVIDING LINE which bears South  $89^{\circ} 41' 58''$  West 1870.69 feet from the above described Point "B"; thence North  $0^{\circ} 03' 38''$  East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the West line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

BOOK 73 02 28 PAGE 873

ALSO EXCEPTING AND RESERVING in the Deed recorded December 10, 1970, in Book 70-12-10, page 409, Official Records, and unto said Grantors all of said Grantor's present interest, to-wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals, and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and effect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

18435

APPLICATION No. 73-AP-067

LEGAL NOTICE  
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: The property is located northwesterly of the town of Ryde on the east and west side of Leary Road approximately 1/2 mile north of State Highway 220 at Beaver Lake. Parcel 142-050-16 (Consists of 140.7 acres m/l)

APPLICANT: William Gwerder  
Walnut Grove, CA Donald L. Holt  
128 Encinal Avenue  
Atherton, CA

DATE OF HEARING: Wednesday, February 7, 1973 at 9:00 A. M.

PLACE OF HEARING: Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.

Jack H. Mehl, Clerk  
Board of Supervisors

Publish in Sacramento Press Journal 1/25/73  
Send one affidavit and two publication bills with notice attached to each.



STATE OF CALIFORNIA )  
 ) ss.  
County of Sacramento, )

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **SACRAMENTO PRESS-JOURNAL**, a newspaper of general circulation printed and published in the City of Sacramento, County of Sacramento, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California under Case No. 32669; that the notice, of which the annexed is a printed copy (set in type not smaller than non pareil) has been published in each regular and entire issue of said newspaper and not in any supplement there of on the following dates, to-wit:

January 25,

all in the year 1973

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
Signature

January 25, 1973  
Date

Established In 1921  
**Sacramento Press-Journal**  
P.O. Box 1048 Sacramento, California 95805

Proof of Publication of

NOTICE OF PUBLIC HEARING

APPLICATION NO. 73-AP-067

**LEGAL NOTICE**  
**Notice of Public Hearing**  
**APPLICATION No. 73-AP-067**  
Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:  
**LOCATION:**  
The property is located northwesterly of the town of Ryde on the east and west side of Leary Road approximately 1/2 mile north of State Highway 220 at Beaver Lake. Parcel 142-050-16 (Consists of 140.7 acres m/l)  
**APPLICANT:**  
William Gwerder, Walnut Grove, CA  
Donald L. Holt, 128 Encinal Avenue, Atherton, CA  
**DATE OF HEARING:**  
Wednesday, February 7, 1973 at 9:00 A.M.  
**PLACE OF HEARING:**  
Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814  
**BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.**  
Jack H. Mehl, Clerk  
Board of Supervisors  
SPJ B-44455—January 25

Recording Request by

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California 95814

B 7402-11 P791

OFFICIAL RECORDS  
SACRAMENTO COUNTY CALIF.

FEB 11 11 32 AM 1974

*Edward J. Kloss*  
COUNTY RECORDER

Space Above For Recorder's Use

10962

NO FEE

RESOLUTION NO. 74-AP-007  
RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE  
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 73-1171 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and  
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) Establishment, Disestablishment, Alteration. The procedures set forth in Resolution No. 73-1171 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) Policy.

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) Agricultural Zoning. It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) Permitted Agricultural Uses. Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) Compatible Uses. Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) Limitation on Uses. If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) Continuation of Preserve. Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 6th day of

February, 1974, by the following vote, to wit:

AYES: Supervisors, Sheedy, Smoley, Kloss  
NOES: Supervisors, None  
ABSENT: Supervisors, Gualco, Melarkey

(SEAL)

ATTEST:

*[Signature]*  
Clerk of the Board of Supervisors

*E. Henry Kloss*  
Chairman of the Board of Supervisors of Sacramento County, California

10962

FEB 11 1974

B 7402-11 P792

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING  
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201(n) of the Government Code.
- (s) Open Space use, as defined in Section 51201(o) of the Government Code.

10962



B 7402-11 P793

M-602200-IC

DESCRIPTION

EXHIBIT C

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

PARCEL NO. 1:

That portion of Swamp Land Survey No. 962, described as:

BEGINNING at a point where the center line of a main drainage canal between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., is intersected by the East and West 1/4 Section line of said Section 29, as said line is established by a Redwood post on the bank of said canal and running thence along said quarter section line, South 89° 33' East 80.598 chains to an iron pipe on the Section line between Section 28 and 29; thence along section line between Sections 28 and 29, North 0° 27-1/2' West 19.4 chains; thence North 89° 33' West 80.4 chains to Section line between Sections 29 and 30; thence along said Section line South 0° 29' West 19.4 chains to the point of beginning.

PARCEL NO. 2:

That portion of Swamp Land Survey No. 962, described as:

BEGINNING at a point on Section line between Sections 28 and 29, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 27-1/2' West 19.4 chains from the East quarter corner post of said Section 29; thence North 89° 33' West 4.38 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 19.46 chains; thence North 0° 20-1/2' West 43 chains; thence South 44° 43' East 28.65 chains; thence North 55° 28' East 22.41 chains; thence South 0° 27-1/2' East 71.75 chains to the point of beginning.

PARCEL NO. 3:

That portion of Swamp Land Survey No. 962, described as:

BEGINNING at a point in the Section line between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 29' East 19.4 chains from the West quarter corner post of said Section 29; thence South 89° 33' East 76.02 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 60.579 chains; thence on section line South 0° 29' West 35.611 chains to the point of beginning.

10962



B 7402-11 P794

M-602200-IC

EXCEPTING THEREFROM Parcels 1, 2, **AND 3** above, any portion thereof which may lie within that certain 869.205 acre parcel of land shown on the "Record of Survey Portion of Swamp Land Surveys No's 301 and 962 located on Grand Island", recorded in the office of the Recorder of Sacramento County on May 8, 1964, in Book 21 of Surveys at page 45.

EXCEPTING THEREFROM Parcels 1, 2, and 3, an undivided 1/2 interest in and to all oil, gas and minerals in and under the surface of said land, together with full and free rights to enter upon said premises and use so much of the surface thereof as might be reasonable necessary in operating and drilling and marketing the production thereof. As reserved in the Deed dated April 23, 1973 and recorded May 21, 1973 in Book 73-05-21 page of Official Records, Instrument No. 48169.

VB/bs



Recording Request by

Clerk of the Board of Supervisors  
Sacramento County  
County Administration Building  
Sacramento, California

B 7402-11 P795

OFFICIAL RECORDS  
SACRAMENTO COUNTY CALIF.

FEB 11 11 32 AM 1974

10963

NO FEE

*Renard J. Haggan*  
COUNTY RECORDER  
Space Above For Recorder's Use

**CALIFORNIA CONSERVATION CONTRACT NO. 74-AP-007**

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 74, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

Joe Sanchez Farms, Inc., The Prudential Insurance Co. of America, Jack Peter Hernandez  
and Fartado Real Estate, a Partnership.

after referred to as Owner: \_\_\_\_\_ or successors thereof here-

**WITNESSETH:**

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 73-1171; and

WHEREAS, said Agricultural Preserve is within the Delta

\_\_\_\_\_ Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 28; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

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

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

10963

FEB 11 1974



(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By

*E. Henry Kloss*  
Chairman of the Board of Supervisors

ATTEST:

*John J. [Signature]*  
Clerk of the Board of Supervisors

"OWNER"

*Joseph C. Sanchez*  
President Joe Sanchez Farms Inc.  
*Jack Peter Skumanz*  
*Felicio Real Estate Investments*  
The Prudential Insurance Company of America  
*Gordon K. Bischoff*  
GORDON K. BISCHOFF, Associate General Manager,  
MANAGER Real Estate Investments

(Attach acknowledgement for each signature above)

10963



ACKNOWLEDGMENT

B 7402-11 P799

B 7402-11 P797

STATE OF CALIFORNIA,

County of Solano } ss.

On this 28<sup>th</sup> day of December in the year  
one thousand nine hundred and ninety three  
R. Wm. Charlesworth before me,

a Notary Public,  
State of California, duly commissioned and sworn, personally appeared  
Joseph P. Sanchez President  
TOP SANCHEZ FARMS INC.

known to me to be the person whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

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

R. Wm. Charlesworth  
Notary Public, State of California. My Commission Expires 11/1/76  
Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) PRINTED 11/23/65 61-0322

ACKNOWLEDGMENT

B 7402-11 P798

STATE OF CALIFORNIA,

County of Contra Costa } ss.

On this 20<sup>th</sup> day of December in the year one thousand nine  
hundred and ninety three before me, William Beverly Cox,  
a Notary Public, State of California, duly commissioned and sworn, personally appeared

Jack Peter Hernandez  
known to me to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same.

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

William Beverly Cox  
Notary Public, State of California.  
My Commission Expires Sept 23 1977

ACKNOWLEDGMENT

STATE OF CALIFORNIA,

City and County of San Francisco } ss.

On this 14th day of December in the year one thousand nine hundred and seventy-three  
before me, the undersigned, a Notary Public,

State of California, duly commissioned and sworn, personally appeared  
Gordon K. Bischoff

known to me to be the Associate General Manager, Real Estate Investments  
of the corporation described in and that executed the within instrument, and also known to me to be  
the person who 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  
City and County of San Francisco the day and year in this certificate  
first above written.

Jacqueline M. Tortorich  
Notary Public, State of California.  
My Commission Expires November 18, 1977

Cowdery's Form No. 28—(Acknowledgment—Corporation).  
(C. C. Secs. 1190-1190.1)

B 7402-11 P800

EXHIBIT A TO  
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL  
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors  
County of Sacramento  
County Administration Building  
827 - 7th Street  
Sacramento, California 95814

Address Notice to Owner:

Joseph Sanchez  
1200 Liberty Island Rd.  
Rio Vista, Ca 94571

EXHIBIT B TO  
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part  
of this contract.

10963

11-1001  
All that certain real property situate, lying and being in the County of Sacramento, State of California, particularly described as follows:

PARCEL NO. 1:

That portion of Swamp Land Survey No. 962, described as:  
BEGINNING at a point where the center line of a main drainage canal between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., is intersected by the East and West 1/4 Section line of said Section 29, as said line is established by a Redwood post on the bank of said canal and running thence along said quarter section line, South 89° 33' East 80.598 chains to an iron pipe on the Section line between Section 28 and 29; thence along section line between Sections 28 and 29, North 0° 27-1/2' West 19.4 chains; thence North 89° 33' West 80.4 chains to Section line between Sections 29 and 30; thence along said Section line South 0° 29' West 19.4 chains to the point of beginning.

PARCEL NO. 2:

That portion of Swamp Land Survey No. 962, described as:  
BEGINNING at a point on Section line between Sections 28 and 29, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 27-1/2' West 19.4 chains from the East quarter corner post of said Section 29; thence North 89° 33' West 4.38 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 12.46 chains; thence North 0° 20-1/2' West 43 chains; thence South 44° 43' East 28.65 chains; thence North 55° 28' East 22.41 chains; thence South 0° 27-1/2' East 71.75 chains to the point of beginning.

PARCEL NO. 3:

That portion of Swamp Land Survey No. 962, described as:  
BEGINNING at a point in the Section line between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 29' East 19.4 chains from the West quarter corner post of said Section 29; thence South 89° 33' East 76.02 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 60.579 chains; thence on section line South 0° 29' West 35.611 chains to the point of beginning.

EXCEPTING THEREFROM Parcels 1, 2, and 3 above, any portion thereof which may lie within that certain 869.205 acre parcel of land shown on the "Record of Survey Portion of Swamp Land Surveys No's 301 and 962 located on Grand Island", recorded in the office of the Recorder of Sacramento County on May 6, 1964, in Book 21 of Surveys at page 45.

EXCEPTING THEREFROM Parcels 1, 2, and 3, an undivided 1/2 interest in and to all oil, gas and minerals in and under the surface of said land, together with full and free rights to enter upon said premises and use so much of the surface thereof as might be reasonable necessary in operating and drilling and marketing the production thereof. As reserved in the Deed dated April 23, 1973 and recorded May 21, 1973 in Book 73-05-21 page of Official Records, Instrument No. 48169.

10963



APPLICATION No. 74-AP-007

LEGAL NOTICE  
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: The property is located on the northwest side of Leary Road approximately 1/2 mile north of Beaver Lake. Parcel 142-040-06, 07 & 08; 142-050-07. Consists of 563.4 acres m/l

APPLICANT: Joseph C. Sanchez  
1200 Liberty Island Road  
Rio Vista, CA 94571

DATE OF HEARING: Wednesday, February 6, 1974 at 9:00 A. M.

PLACE OF HEARING: Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1974.

Jack H. Mehl, Clerk  
Board of Supervisors

Publish in The Daily Recorder 1/25/74  
Send one affidavit and two publication bills with notice attached to each.