

LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GARY R. HILDRETH, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH

WHEREAS, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the subject property", and more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto, and is located within an agricultural preserve heretofore established by the County; and

WHEREAS, both Owner and County desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open-space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this contract is deemed to be a determination that the highest and best use of the subject property during the term of this contract, or any

renewal thereof, is for agricultural uses and Owner agrees that agricultural zoning is the appropriate zoning for said premises; and

WHEREAS, Owner has supplied County with a title company lot book guarantee or preliminary title report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the subject property; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this contract are substantially similar to the terms, conditions, and restrictions of contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of County and Owner that the continued existence of this contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Government Code Sections 51200 et seq.) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full. This contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full.

2. During the term of this contract, the subject property shall not be used for any purpose other than "agricultural or compatible uses" as defined in this paragraph.

"Agricultural or compatible uses" as used in this contract are described in the County's Rules of Procedure to Implement the California Land Conservation Act of 1965. Table 2 of the Rules of Procedure provides a list of all land uses which are defined in the Land Use Element for the Inland Portion and Coastal Zone of the County and denotes whether these uses are allowable, conditional per Table 2 footnotes, or prohibited. "Agricultural or compatible uses" are subject to all applicable standards in and requirements of the Land Use Element and the Land Use Ordinance/Coastal Zone Land Use Ordinance for the Agriculture land use category. If the subject property is not already in the Agriculture land use category, the County will initiate a general plan amendment to change the land use category to Agriculture within one year after the agricultural preserve is established.

The parties further recognize that the Land Use Element, Land Use Ordinance/Coastal Zone Land Use Ordinance, and Rules of Procedure to Implement the California Land Conservation Act of 1965 may be amended in accordance with State law and the County Code. The parties further recognize that the uses allowed pursuant to this contract may be expanded or restricted from time to time by reason of such amendments. The subject property is currently designated by the Land Use Element and Land Use Ordinance/Coastal Zone Land Use Ordinance as Agriculture.

3. This contract shall be effective as of the day and year first above written and shall remain in effect for the period of 10 years there from; provided, however, that beginning with the first day of January of the year in which the contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and the County's Rules of Procedure to

Implement the California Land Conservation Act of 1965, subject to the filing deadlines stated therein. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

4. This contract may not be canceled except pursuant to a request by Owner, and as provided in Article 5 of the California Land Conservation Act of 1965 as that Act may be amended from time to time. Provided, however, no such cancellation shall occur until notice and public hearing thereon is conducted in the manner provided by Government Code Sections 51284 and 51285, as those sections may be amended from time to time.

5. Owner, upon request of County, shall provide County with information relating to Owner's obligations under this contract.

6. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the contract may be declared void by the County Board of Supervisors; such declaration or the provisions of this contract 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. These remedies are non-exclusive and County may take any other action legally available to enforce the terms of this contract.

7. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. The minimum lot size for the purposes of this contract shall be 40 acres. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed in this

paragraph for said premises shall constitute a violation of this contract and shall be subject to all the provisions of paragraph 6 hereof.

9. Any transfer by Owner of any portion of the property which is the subject of this contract shall be a violation of this contract, if the portion transferred is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above. Such a violation shall be subject to all of the provisions of paragraph 6 hereof. Provided, however, if the subject property is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above, the subject property may be transferred in its entirety. Provided further, however, if the subject property is located in whole or in part within one mile of an urban reserve line or adjacent to a village reserve line as designated by the Land Use Element, an existing parcel or a group of contiguous existing parcels may be transferred if the property transferred and the property retained each satisfies the minimum acreage required to qualify according to Table 1 of the Rules of Procedure.

10. The trust deed beneficiaries and mortgagees, if any, listed on the lot book guarantee or preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this contract, specifically to the agricultural and compatible uses and minimum lot sizes imposed on the subject property by reason of this contract.

11. This contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

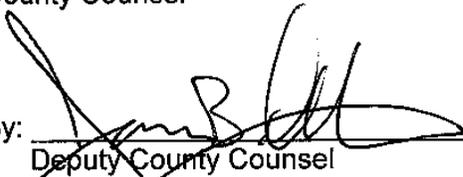
By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
Deputy County Counsel

Dated: August 26, 2014

OWNER

  
GARY R. HILDRETH

[NOTE: This contract will be recorded. All signatures to this contract must be acknowledged by a notary on an all purpose acknowledgement form.]

STATE OF CALIFORNIA                    )  
  )    ss.  
COUNTY OF SAN LUIS OBISPO        )

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy County Clerk-Recorder

[SEAL]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF California )SS  
COUNTY OF San Luis Obispo )

File No: ( )  
APN No:

On June 19, 2014 before me, A. Ruiz, Notary Public, personally appeared Gary R. Hildreth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT  
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

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

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: Land Conservation Contract

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT June 19, 2014

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

DKS Job No.: 13-081  
Date: April 21, 2014

**EXHIBIT "A"**  
**HILDRETH**

Those portions of Sections 33 and 34 in Township 25 South, Range 12 East, Mount Diablo Base and Meridian according to the official plat thereof in the County of San Luis Obispo, State of California, being more particularly described as follows:

Commencing at the found ½" rebar with tag RCE 14994 at the northwest corner of said Section 34 per the map recorded in Book 79, Page 27 of Record of Surveys in the office of the County Recorder of said county and state, thence southwesterly along the following courses:

South 27°23'48" West 1093.05 feet;

South 26°53'10" East 53.62 feet to the true point of beginning; thence along the following courses:

South 26°41'10" West 213.35 feet;

South 57°13'01" West 158.13 feet;

South 21°48'45" East 155.57 feet;

South 42°02'18" East 773.63 feet;

South 87°17'05" West 257.56 feet;

South 71°22'08" West 89.44 feet;

South 54°26'01" West 77.41 feet;

South 42°33'04" West 330.69 feet;

South 47°22'54" West 334.46 feet;

South 47°22'54" West 334.46 feet;

South 54°21'21" West 79.36 feet;

South 63°53'23" West 71.63 feet;

South 73°25'37" West 92.12 feet; and

South 89°22'08" West 61.29 feet to an intersection with the easterly right-of-way line of North River Road (sixty feet wide per document recorded February 27, 1934 as Book 147, Page 236 of Official Records of said County and State), county road number 5252; thence southerly along said easterly right-of-way line the following courses:

South 00°37'52" East 42.24 feet and South 02°24'21" East 180.96 feet to an

continued

Exhibit A continued

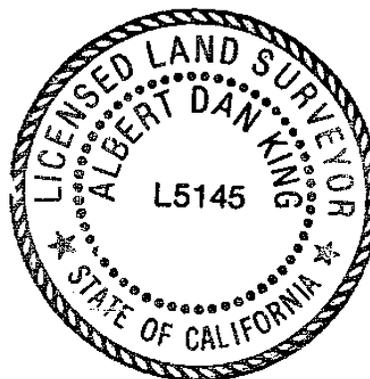
intersection with the north line of Parcel 2 of Parcel Map COAL 93-082 according to the map recorded February 24, 1994 in Book 50, Page 71 of Parcel Maps in the office of the County Recorder of said county and state; thence northeasterly along said north line North 87°07'14" East 2194.39 feet to the northeast corner of said Parcel 2 of COAL 93-082; thence continuing northeasterly along the north line of Parcel 1 of said Parcel Map COAL 93-082, North 87°15'22" East 399.65 feet to a found ½" rebar with tag RCE 14994 at the intersection with the east line of the west half of the west half of said Section 34; thence northerly along said east line North 00°20'13" East 1322.85 feet; thence leaving said east line of the west half of said Section 34 westerly, northwesterly and southwesterly along the following courses:

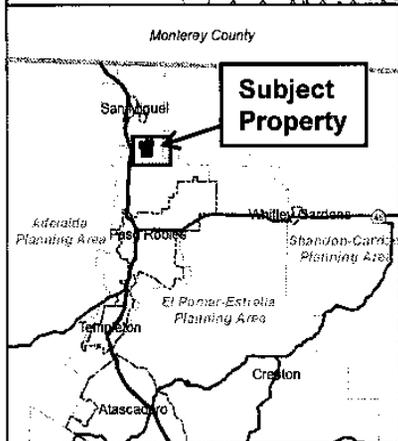
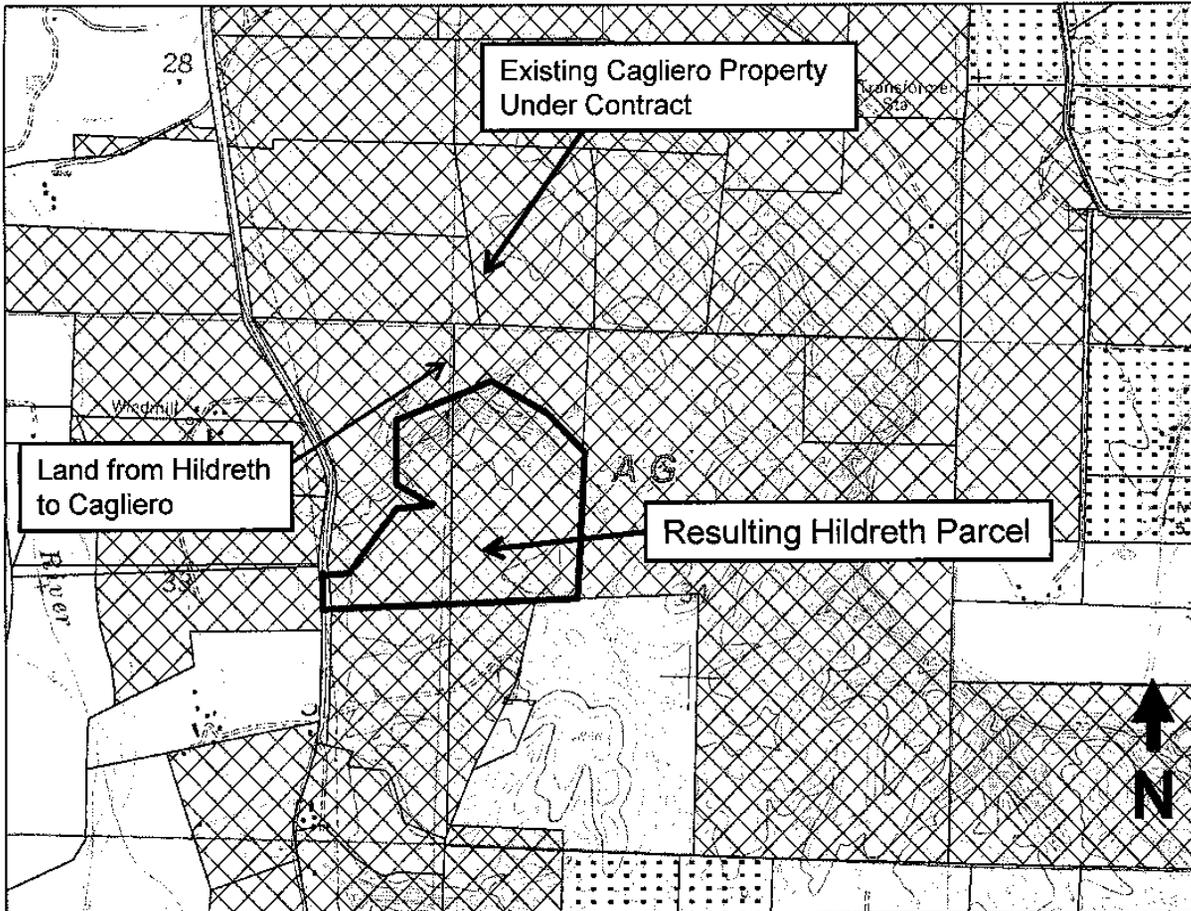
South 83°19'18" West 93.74 feet;  
North 27°39'10" West 416.67 feet;  
North 32°03'29" West 201.31 feet;  
North 31°43'46" West 223.82 feet;  
South 62°01'04" West 210.81 feet;  
North 89°55'27" West 157.23 feet;  
North 44°57'07" West 205.36 feet;  
North 89°06'43" West 252.49 feet;  
South 54°19'05" West 312.84 feet; and  
South 61°24'28" West 335.44 feet to the true point of beginning.

See Exhibit "B" attached for visual aid only.

Albert Dan King  
Albert Dan King, LS 5145  
(exp. 6-30-2015)

5/28/2014  
Date





**EXHIBIT A: Estrella Agricultural Preserve No. 1**

Existing Ryan Contract: Document No. 4896, Book 1606, Pages 438 through 450 recorded 2/26/71 Resolution No. 71-98

-  Resulting Parcel & Land Conservation Contract- Portions of APNs: 027-144-018 & 024
-  Land in Existing Preserve & Contract
-  Land in Existing Preserve Only

**EXHIBIT A: Rescinding a Land Conservation Contract and Simultaneously Entering Into a New Contract to Reflect a Lot Line Adjustment**

File No. AGP2012-00015	Gary Hildreth
Minimum Parcel Size:	40 Acres
Minimum Term of Contract:	10 years
Resolution No:	Date: