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PRMD

Exempt from Recording Fees
Per Gov. Code § 27838

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OFFICIAL RECORDS OF
SONOMA COUNTY
WILLIAM F ROUSSEAU

RECORDING REQUESTED BY
AND RETURN TO:

GOVERNMENT AGENCY
12/20/2013 12:05:AGPC
RECORDING FEE: \$0.00
PAID

15 Doc



CLERK OF THE BOARD
COUNTY OF SONOMA
575 ADMINISTRATION DRIVE
SANTA ROSA, CA 95403

CONFORMED COPY

LAND CONSERVATION CONTRACT

This Contract is made by and between SWEETWATER SPRINGS RANCH, LLC, A California Limited Liability Company, ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is dated for convenience as December 10, 2013.

RECITALS

Whereas County previously entered into a Land Conservation Contract with Owner(s) or Owner(s)' predecessors in interest, which recorded May 20, 2010, and is identified by Instrument Number 2010-041935, in the Official Records of the Sonoma County Recorder, ("Original Contract"); and

Whereas Owner(s) own(s) certain real property ("Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): 110-200-020, and more particularly described in the legal description attached to this Contract at Exhibit "A"; and

Whereas Both Owner(s) and County desire to limit/continue to limit the use of the Subject Property to agricultural, open space, and compatible uses in order to discourage premature and unnecessary conversion of the Subject Property to uses incompatible with agricultural and/or open space use, including urban uses, recognizing that the Subject Property has substantial public value as agricultural or open space land and that the preservation of the Subject Property in agricultural production or open space constitutes an important physical, social, aesthetic, and economic asset to County and the State of California; and

OPERATIVE PROVISIONS

Now, therefore, in consideration of the foregoing recitals and the mutual promises contained herein, the substantial public benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner(s) and County agree as follows:

A. RESCISSION OF ORIGINAL CONTRACT

The Original Contract is hereby rescinded as of the date that this Contract takes effect as to the Subject Property. If this Contract does not become effective, then the Original Contract shall remain in full force and effect, as to the Subject Property.

B. REPLACEMENT CONTRACT

1. **PURPOSE.** This Contract is entered into pursuant to the provisions of the California Land Conservation Act of 1965, Government Code section 51200 et seq. ("Act"), and is subject to all of the provisions of the Act as they may be amended from time to time.

2. **SUBJECT PROPERTY.**

(a) Owner(s) own(s) the Subject Property, located 3000 Sweetwater Springs Road, Healdsburg, California, and more particularly described in the legal description attached to this Contract as Exhibit "A", and incorporated herein by reference.

(b) The Subject Property is located within established Agricultural Preserve 2-286.

(c) The Subject Property is approximately 170.31 acres total and comprised of one legal parcel(s).

3. **TERM.** This Contract shall be effective commencing January 1, 2014, and shall remain in effect for a term of 10 years. This Contract shall be automatically renewed for a full term at the end of each year, unless a Notice of Non-renewal is recorded as provided in Government Code section 51245 and the County's Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), adopted by County Board of Supervisor's Resolution No.11-0678 pursuant to Government Code section 51231, -- to the end that at all times during this Contract, there shall be a 10-year term of restriction unless a Notice of Non-renewal has been recorded.

4. **REGULATORY COMPLIANCE & RESTRICTIONS ON USE.** During the term of this Contract, and all renewals and extensions thereof, the Subject Property shall not be used for any purpose other than (1) "agricultural use," or "open space use," as those phrases are defined by the Act, and (2) any use determined by County to be a "compatible use" defined and enumerated in the Uniform Rules and shall at all times be in compliance with the Uniform Rules as they may be amended from time to time.

5. **LAND CONSERVATION PLAN.** The use of the Subject Property shall at all times conform to the Land Conservation Plan, attached to this Contract as Exhibit "B", and made a part of this Contract. If an amendment to the Land Conservation Plan is approved by County and recorded, the amended Land Conservation Plan shall be deemed automatically incorporated into the Contract as though fully set forth herein without the need for a contract amendment, upon the renewal of the Contract.

6. UNIFORM RULES & FEES. Owner(s) and County agree that the Uniform Rules, as they now exist or as they may be amended from time to time, are incorporated by reference into this Contract as though set out in full and shall be a part of this Contract upon execution and each renewal of this Contract. Owner(s) agree(s) to comply with the Uniform Rules and agree(s) to pay all fees established by County's Board of Supervisors, if any, for the administration of County's agricultural preserve program, and for the processing of applications required by the Uniform Rules.

7. PLANNING AND ZONING. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.

8. CANCELLATION. This Contract may not be cancelled, except pursuant to Government Code sections 51280 through 51287, and the Uniform Rules.

9. RESCISSION. This Contract may not be rescinded, except pursuant to the provisions of the Act and the Uniform Rules, and upon the simultaneous replacement of this Contract with a replacement contract, open space easement, agricultural conservation easement, or other equivalent restriction as allowed by the Act and state law. County may require the rescission and simultaneous replacement of this Contract with a replacement contract as a condition of any proposed subdivision or lot line adjustment affecting the boundaries of the Subject Property.

10. EMINENT DOMAIN. If any action in eminent domain for the condemnation of any land described in this Contract is filed after the execution of this Contract, or if any portion of the Subject Property is acquired in lieu of condemnation, then the provisions of Government Code section 51295 apply.

11. SUCCESSORS IN INTEREST. This Contract, its terms and restrictions, shall run with the land described herein, and upon division, to all parcels created therefrom, and shall be binding upon and shall inure to the benefit of all heirs, successors, and assigns of Owner(s). This Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or part of the Subject Property, except that a succeeding city may opt not to succeed to the rights, duties, and powers of the County under this Contract if the requirements of Government Code section 51243 .5 are met.

12. CERTIFICATE OF COMPLIANCE PARCELS. Owner(s) agree(s) not to apply for or obtain recognition of Certificate of Compliance parcels for all or any portion of the Subject Property for the duration of this Contract, without first obtaining the approval of County's Board of Supervisors, as provided in the Uniform Rules, unless a Notice of Non-Renewal has been recorded for the Contract and there are no more than three years remaining on the Contract's term. County may require replacement contracts for recognized Certificate of Compliance parcels.

13. ENFORCEABLE RESTRICTION. Owner(s) and County intend that the terms, conditions, and restrictions of this Contract conform to the Act, as amended, and that this Contract qualify as an enforceable restriction under the provisions of Revenue and Taxation

Code sections 421 through 429, inclusive, and within the meaning of California Constitution, article XIII, section 8.

14. REMEDIES FOR BREACH.

(a) This Contract may be enforced by County in an action filed in the Sonoma County Superior Court for the purpose of compelling compliance or restraining any breach or threatened breach thereof, after providing notice to Owner(s). The notice shall contain a general description of the condition claimed to be a violation and shall contain a reasonable and specific cure period during which the violation is to cease and the Subject Property is to be restored to the condition that existed prior to the violation. Owner(s) agree(s) that County's remedies at law for any violation of the terms of this Contract are inadequate and that County shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief, including damages, to which County may be entitled, including specific performance of the terms of this Contract, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) A breach of this Contract that constitutes a violation of the Sonoma County Zoning Code may be enforced by County pursuant to Chapter 1 of the Sonoma County Code.

(c) Without altering the provisions of paragraph 8 (Cancellation), a breach of this Contract that constitutes material breach under Government Code section 51250 may be enforced by County or the State of California pursuant to Government Code section 51250, if the requirements of that Section are met.

(d) If Owner(s) breach(es) this Contract, Owner(s) shall pay County one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day the Contract is in breach as liquidated damages. It is understood and agreed that damages for breach of this Contract by Owner(s) are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by County and Owner(s) that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to County and the general public caused by breach of this Contract by Owner(s), and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the Owner(s) remedies or has commenced and thereafter diligently pursues such action required to remedy any breach or material breach within sixty (60) days after the date written notice of said breach or material breach is sent to Owner(s) by County. This provision does not impair County's ability to enforce this Contract by injunction or specific performance.

(e) The remedies set forth in this paragraph 14 are not exclusive and are not intended to displace any other remedies available to either party as provided by this Contract or any applicable local, state or federal law.

15. NO WAIVER. Enforcement of the terms of this Contract shall be at the sole discretion of County, or where applicable the State of California, and any forbearance by County or State to exercise its rights under this Contract in the event of any violation or threatened

violation by Owner(s) of any term of this Contract shall not be deemed or construed to be a waiver by County or State of such term or of any subsequent violation or threatened violation of the same or any other terms of this Contract. Any failure by County or State to act shall not be deemed a waiver or forfeiture of County's or State's right to enforce any and all of the terms of this Contract in the future.

16. CONSIDERATION. Owner(s) shall not receive any payment from County in consideration of the obligations imposed by this Contract. The parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived from this Contract and the advantage that will accrue to Owner(s) as a result of any reduction in the assessed value of the Subject Property due to the imposition of the limitations on the use of the Subject Property contained in this Contract.

17. NOTICE. Notices required to be given under this Contract, or as may otherwise be required by law in connection with the administration of this Contract, shall be made by personal service, or by first-class United States mail, to the parties as follows:

(a) To Owner(s) or successor(s) in interest of Owner(s), at the mailing address shown on the most recent assessment roll for the Subject Property; and

(b) To County, c/o the Clerk of the Board of Supervisors, 575 Administration Drive, Suite 100A, Santa Rosa, California 95403.

IN WITNESS WHEREOF, Owner(s) and County have executed this Contract as of the day and year set forth above.

ATTEST:
CLERK OF THE BOARD
Veronica A. Ferguson

By: Michelle Arellano
Michelle Arellano

COUNTY OF SONOMA

by: David Rabbitt
David Rabbitt
Chair, Board of Supervisors

OWNER(S):
SWEETWATER SPRINGS RANCH, LLC,
a California Limited Liability Company

By: Patricia Stone
Patricia Stone
Manager/Member

By: Kyle Mack
Kyle Mack
Manager/Member

NOTE: Acknowledgments must be attached.

ACKNOWLEDGMENT

State of California
County of Sonoma

On 10/24/2013 before me, Ali Ostello, Notary Public
(insert name and title of the officer)

personally appeared Patricia Stone and Kyle Mack
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 Ali Ostello (Seal)

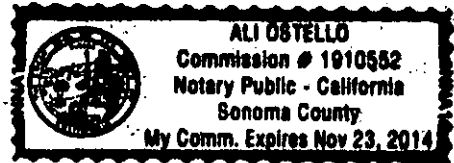


EXHIBIT "A"

The real property which is the subject of this CONTRACT is situated within agricultural preserve 2-286 as shown by map thereof recorded in preserve map book number 4, page 17 (21A), in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP MNS 05-0048" OF THE LANDS OF SWEETWATER SPRINGS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, DESCRIBED IN DOCUMENT 2004-075402; WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON SEPTEMBER 18TH, 2007 IN BOOK 713 OF PARCEL MAPS AT PAGES 31 THROUGH 36 INCLUSIVE AND CORRECTED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED DECEMBER 05, 2007 AS DOCUMENT NO. 2007-128791 OFFICIAL RECORDS.

APN: 110-200-020

EXHIBIT "B"

LAND CONSERVATION PLAN

This Land Conservation Plan is made by and between SWEETWATER SPRINGS RANCH, LLC, a California Limited Liability Company ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is hereby incorporated by reference into the Land Conservation Contract to which it is attached as though fully set forth therein ("Contract").

1. PURPOSE. The purpose of this Land Conservation Plan is to identify the approximate location and acreage of designated uses to which the Subject Property is or may be used during the term of the Land Conservation Contract consistent with the terms of the Land Conservation Contract, the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), and the California Land Conservation Act (Government Code section 51200 et seq.), as they now exist, or as they may be amended from time to time.

2. DEFINITIONS.

- a. "Subject Property," shall have the same meaning as the term "Subject Property," as used in the Contract.
- b. "Prime Agricultural Use," means the use of "Prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- c. "Non-Prime Agricultural Use," means the use of "Non-prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- d. "Open Space Use," means the use of "Open Space Land for an "Open Space Use," as those phrases are defined in the Uniform Rules.
- e. "Compatible Use," shall have the same meaning as the term "Compatible Use," as used in the Uniform Rules.
- f. "Undesignated Area," means portion of land under the Contract that is vacant and potentially available for any qualifying agricultural and/or compatible use, consistent with the terms of the Contract, the Uniform Rules, and the Land Conservation Act, as they now exist or as they may be amended from time to time. Use of the "Undesignated Area," for agricultural or compatible use requires amendment of this Land Conservation Plan.

3. DESIGNATED LAND USES. Owner(s) agree to manage and maintain the Subject Property in a manner that ensures that the following designated uses will conform to the

identified acreage and location at all times during the term of the Contract and any extensions thereof. Any proposed change to a designated use, acreage, and/or location, requires amendment of this Land Conservation Plan.

<u>Designated Use</u>	<u>Acreage</u>	<u>Location</u>
PRIME AGRICULTURAL USE(S):		
NON-PRIME AGRICULTURAL USE(S):		
OPEN SPACE USE(S):	± 165.31 acres	See Site Plan
COMPATIBLE USE(S):	± 4.00 acres	See Site Plan
UNDESIGNATED AREA:	± 1.00 acres	See Site Plan
TOTAL:		± 170.31 acres

3.1. ENHANCEMENT AND PROTECTION OF WILDLIFE HABITAT. For the area designated for Open Space Use(s), Owner(s) shall, using Owner(s)' best efforts, promptly and diligently do all of the following, in accordance with the "Biological Resource Assessment and Protocol-level Rare Plant Survey," prepared by WRA Environmental Consultants, and dated September 9, 2011, and the "Porter Creek Habitat Restoration and Enhancement Project," prepared by OEI, and dated March 26, 2012, both of which are on file with the Permit and Resource Management Department:

a. Restore and enhance habitat for in-stream rearing for salmonids, particularly juvenile coho salmon, by placing large woody debris (LWD) on the bed and banks of Porter Creek within the boundaries of the Subject Parcel, in positions that will induce formation of lateral scour pools and will provide LWD cover, consistent with the "Porter Creek Habitat Restoration and Enhancement Project," document prepared by OEI, dated March 26, 2012.

b. Comply with prudent open space land management practices, consistent with the "Biological Resource Assessment and Protocol-level Rare Plant Survey," prepared by WRA Environmental Consultants, dated September 9, 2011.

4. SITE PLAN. A site plan showing the location of the designated uses described in paragraph 3, above, is attached and incorporated by reference into this Land Conservation Plan. Any proposed change to the Site Plan requires amendment of this Land Conservation Plan.

5. AMENDMENT TO LAND CONSERVATION PLAN.

a. Any change to the acreage or location of the designated uses described in paragraph 3, above, requires written amendment to this Land Conservation Plan, consistent with the Land Conservation Contract, Uniform Rules, and Land Conservation Act, as they now exist or as they may be amended from time to time.

b. Owner(s), or Owner(s) predecessor(s) in interest, may apply to the Permit and Resource Management Department (PRMD) for an amendment of this Land Conservation Plan. With the approval of the Director of PRMD, Owner(s) or Owner(s)' predecessor in interest may designate an agent to file an application for amendment of this Land Conservation Plan on their behalf.

c. The Board of Supervisors, or its designee, shall consider and decide all requests to amend this Land Conservation Plan.

d. All amendments to this Land Conservation Plan are deemed automatically incorporated into the Land Conservation Contract to which it applies, upon approval by the Board of Supervisors or its designee, and upon recordation of the executed amendment with the Sonoma County Recorder's Office.

e. For purposes of property tax assessment, any amendment to the Land Conservation Plan or Land Conservation Contract will be recognized by the Sonoma County Assessor's Office on the January 1st lien date of the year following the year in which the amendment is recorded, consistent with Revenue and Taxation Code sec. 430.5.

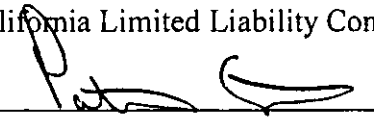
6. BREACH. Failure to conform to this Land Conservation Plan is a breach of the Land Conservation Contract to which it is attached and incorporated by reference.


AGREEMENT AND STATEMENT BY OWNER(S):

I/we agree to comply with the provisions of this Land Conservation Plan, as it now exists or as it may be amended from time to time, for the duration of the Land Conservation Contract to which it is attached and incorporated by reference, including any and all renewals or extension of the Land Conservation Contract.

OWNER(S):

SWEETWATER SPRINGS RANCH, LLC,
a California Limited Liability Company

By: 
Patricia Stone
Manager/Member

By: 
Kyle Mack
Manager/Member

NOTE: Acknowledgments must be attached.

-----County Use Only-----

COUNTY OF SONOMA:

BOARD OF SUPERVISORS or DESIGNEE OF BOARD OF SUPERVISORS

ATTEST:
Clerk of the Board of Supervisors
Veronica A. Ferguson

By: 
Michelle Arellano

COUNTY OF SONOMA

By: 
David Rabbitt,
Chair, Board of Supervisors

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On December 10, 2013 before me, Sandra L. Faus, Notary Public
(Here insert name and title of the officer)

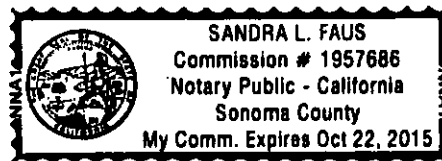
personally appeared David Rabbitt

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.

Sandra L. Faus
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Land Conservation Plan

APN 110-200-020

(Title or description of attached document)

Sweetwater Springs Ranch LLC

(Title or description of attached document continued)

Number of Pages 3 Document Date 12/10/13

Agenda Item #39, 12/10/2013

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other Chair, Board of Supervisors

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ACKNOWLEDGMENT

State of California
County of Sonoma

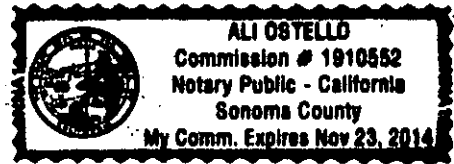
On 10/24/2013 before me, Ali Ostello, Notary Public
(insert name and title of the officer)

personally appeared Patricia Stone and Kyle Mack
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 Ali Ostello (Seal)



WILLIAMSON ACT - SITE PLAN
SWEETWATER SPRINGS RANCH, LLC
3000 SWEETWATER SPRINGS ROAD

APN: 110-200-020

CONTACT: (707) 433-0700
 Ext 200/201/202

Project Information

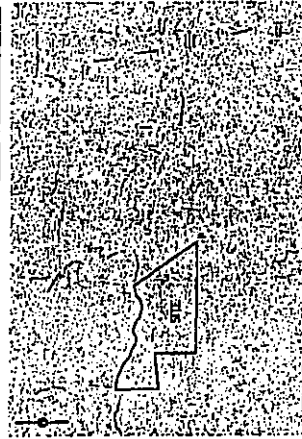
PROJECT ADDRESS: 3000 SWEETWATER SPRINGS ROAD
 KYLE MAX & PATRICKA STONE
 1024 FRAGLE ROAD
 SEBASTOPOL, CA 95972

OWNER: HOWARD W. BEAUMER
 117 WEST AVONIA STREET
 HEALDSBURG, CA 95948 (707) 433-0700

CON. ENGINEER: ATTORNEY & ASSOCIATES, INC.
 10180 HEALDSBURG AVE. SUITE D
 HEALDSBURG, CA 95948 (707) 433-0134

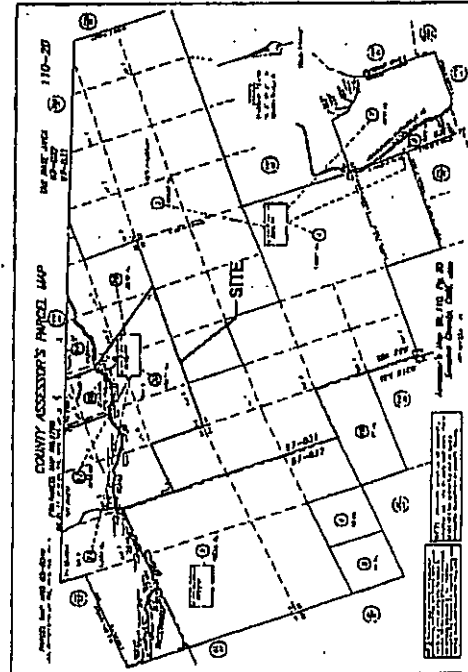
ACTS: 17(1)(3) ACTS

Vicinity Map

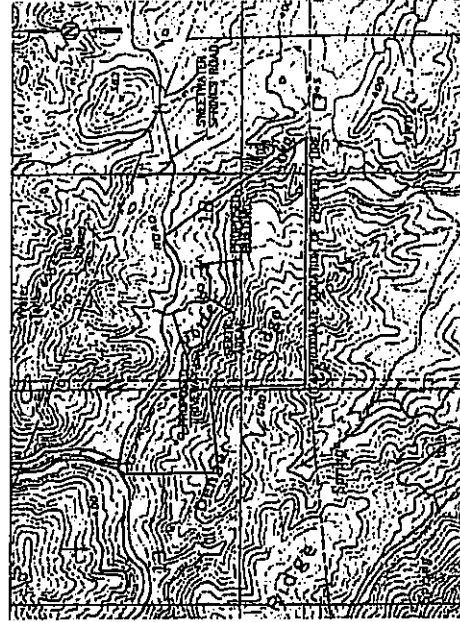


Sheet Index

- C1. TITLE SHEET
- C2. SITE PLAN, AT 1-50'
- C3. SITE PLAN, AT 1-100'



Assessor's Parcel Map



Aerial Exhibit

<p>ATTORNEY & ASSOCIATES, INC. Civil Engineering - Land Development 10180 Healdsburg Ave. Suite D Healdsburg, CA 95948</p>		<p>APN 110-200-020</p>		<p>TITLE SHEET WILLIAMSON ACT SITE PLAN SWEETWATER SPRINGS RANCH, LLC 3000 SWEETWATER SPRINGS ROAD SEBASTOPOL, CA 95972</p>
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SITE PLAN
 APN 110-200-020

