

## **ATTACHMENT G**

**Williamson Act Contract  
(D. & T. Powers; 365-020-039, 365-020-035)**

RECORDING REQUESTED BY:  
Contra Costa County

WHEN RECORDED MAIL TO:  
Contra Costa County  
Community Development Dept.  
651 Pine Street, 4<sup>th</sup> Fl. North Wing  
Martinez, CA 94553



CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2002-0274304-00**

Tuesday, AUG 06, 2002 14:41:35  
CPY \$3.00 MIC \$1.00 MOD \$19.00  
REC \$23.00 TCF \$18.00

Ttl Pd \$64.00

Nbr-0000985822

lrc/R9/1-3

THIS SPACE FOR RECORDERS USE ONLY

DOCUMENT TITLE

LAND CONSERVATION CONTRACT NO. 01-0003 WITH TOM AND DONNA  
POWERS, FOR APN: 365-020-034/035

CONTRA COSTA COUNTY  
2002 JUL 29 A 11:25  
DEPARTMENT OF CONSERVATION  
AND DEVELOPMENT

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFO

ADDITIONAL RECORDING FEES APPLIES

THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA

Adopted this Order on Tuesday, May 7, 2002 by the following vote:

AYES: Supervisors Uilkema, Gerber, DeSaulnier, Glover and Gioia

NOES: None

ABSENT: None

ABSTAIN: None

RESOLUTION NO. 2002/285

SUBJECT: RESCIND existing Land Conservation  
Contract No. 4-73 for the 55 Acres  
Comprising of APN: 365-020-034/035  
AUTHORIZE the Execution of a  
new Land Conservation Contract  
No. 01-0003 with Tom and Donna Powers  
For APN: 365-020-034/035

The Board of Supervisors of Contra Costa County RESOLVES that:

On January 23, 1973, the Board of Supervisors adopted Resolution No. 73/56 which authorized the Chairman of the Board to execute Land Conservation Contract No. 4-73 with Antone and Mary Pereira, covering 211 acres along Alhambra Valley Road (Briones Hills area), including the 55 acres that make up APN: 365-020-034/035, and said contract was subsequently executed by the Board Chair, and recorded on February 20, 1973.

In March 2001, Tom and Donna Powers, the current owners of APN: 365-020-034/035 filed an application with the Community Development Department requesting to rescind that portion of Land Conservation Contract No. 4-73 affecting APN: 365-020-034/035 and to enter into a new Land Conservation Contract to reflect the agricultural or compatible uses, agricultural related structures that the Powers intend to pursue on the property.

RESOLVED, pursuant to Section 51254 of the California Government Code, the Board of Supervisors RESCINDS Land Conservation Contract No. 4-73 as it affects the 55 acres under APN: 365-020-034/035, now owned by the Powers and AUTHORIZES the Board Chair to execute a new contract, Land Conservation Contract No. 01-0003, with Tom and Donna Powers.

The Board further DIRECTS the Community Development Department to forward a copy of this resolution and the executed version of the new contract, Land Conservation Contract No. 01-0003, to the California Department of Conservation and the Office of County Assessor.

Orig. Dept.: Community Development Department  
Contact: Patrick Roche (925/335-1242)  
cc: CA Dept. of Conservation  
Office of County Assessor  
PRId:boardresolutionrescindap4-73establisap010003

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 7, 2002  
JOHN SWEETEN, Clerk of the Board  
of Supervisors and County Administrator

By Samuel Kelly Deputy

RESOLUTION 2002/285

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Order on May 7, 2002 by the following vote:

AYES: SUPERVISORS UILKEMA, GERBER, DeSAULNIER, GLOVER and GIOIA

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

RESOLUTION NO. 2002/319

---

SUBJECT: LAND CONSERVATION CONTRACT       )  
          AP 01-0003 (Powers)               )  
  )

The Board of Supervisors of Contra Costa County RESOLVES that:

1. Parties. BY THIS CONTRACT, made and entered into the seventh day of May, 2002, Thomas M. and Donna R. Powers, hereinafter referred to as "OWNER," and the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as "COUNTY," do mutually agree and promise as follows:

2. Property Description. Owner possesses certain real property located within the County, which property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit A, attached hereto and made a part of this contract.

3. Purpose. Both Owner and County desire to limit the use of said property to agricultural uses and to compatible uses specified in this agreement in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetics and economic asset to County to maintain the agricultural economy of County and the State of California.

4. Intent of Parties: Enforceable Restriction. Both Owner and County intend that the term, conditions and restrictions of this Contract be in accordance with the California Land Conservation Act of 1965, as amended, so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 of the California Revenue and Taxation Code (Rev. & Tax Code § 421 et. seq.).

5. Intent of Parties: Effect on Property Value. It is the intent of the County and Owner that this Contract is conditioned upon the continued existence of legislation implementing Article XIII, § 8 of the California Constitution so the effect of the terms, conditions and restrictions of the Contract on property values for taxation purposes is substantially as favorable to Owner as the legislation existing on the last renewal date.

6. Governing Statutes and Ordinances. This 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). This Contract further is made pursuant to and subject to Contra Costa County Ordinance Code, Chapter 84-42 and Chapters 810-2 through

810-4, and Resolutions of the Contra Costa County Board of Supervisors Numbers 69/763 and 2002/89.

7. Land Use Restrictions. During the term of this Contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of food and fiber and compatible uses as listed in Contra Costa County Ordinance Code Chapter 84-42, which is hereby incorporated by reference as if fully set forth herein; provided, however, that such additional agricultural or compatible uses as are set forth in Exhibit B, which is attached hereto and is hereby incorporated by reference, shall also be permitted subject to the terms and conditions set forth therein. In case of conflict or inconsistency between the uses allowed in this Contract and those specified in said zoning ordinance, the provisions of the Contract as set forth in Exhibit B shall prevail.

8. Modification of Restrictions. The Board of Supervisors of County may from time to time and during the term of this Contract or any extensions thereof, by amendment to Contra Costa County Ordinance Code Chapter 84-42, add to those uses listed in said ordinance. Such additional uses shall be limited to commercial agriculture and compatible uses and be subject to the density restrictions of Government Code § 51220.5. Said board shall not eliminate, without written consent of the Owner or his successors or assigns, a compatible use during the term of this Contract or any renewals thereof.

9. Term and Renewal. This Contract shall be effective commencing on the last day of May, 2002, and shall remain in effect for a period of ten (10) years therefrom.

This Contract shall be automatically renewed and its terms extended for a period of one (1) year on the last day of December of each succeeding year during the term hereof, unless notice of non-renewal is given in the manner provided by section 51245 of the Government Code. At all times during the continuance of this Contract, as from time to time renewed, there shall be a ten (10) year term of restriction unless notice of non-renewal is given in the manner provided by Section 51245 of the Government Code. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal of this paragraph.

10. Cancellation. (a) Except as provided in Section 11, the provisions of this Contract whereby Owner agrees to restrict the use of the land described in Paragraph 2 may be canceled as to all or a portion of said land by mutual agreement of the County and Owner after a public hearing has been held in the manner provided by Section 51284 of the Government Code and upon a finding by the Board of Supervisors that such cancellation is not inconsistent with the purposes of the Land Conservation Act, or in the public interest, pursuant to Government Code Section 51282. It is understood by the parties that the existence of an opportunity for another use of said land shall not be sufficient reason for cancellation of the land use restrictions imposed herein and that the uneconomic character of the existing use will be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Upon cancellation of said portions of this Contract, Owner shall pay to the County Treasurer, as deferred taxes, a cancellation fee in an amount equal to the greater of twelve and one-half (12 ½%) percent or the current fee provided by state law of the cancellation value of the property being released from the terms of this Contract. Said cancellation value shall be determined in accordance with the provisions of Government Code Section 51283 (a) and (b). Under no circumstances shall the payment of said cancellation fee be waived, deferred, or made

subject to any contingency whatever.

(c) Final cancellation shall be effectuated in accordance with the provisions of Government Code Section 51283.4.

11. Cancellation Upon Substitution of New Restrictions.

This Contract may be canceled by mutual agreement of County and Owner without payment of deferred taxes or public hearing if it is replaced by an enforceable restriction authorized by Article XIII, § 8 of the California Constitution.

12. Eminent Domain Proceedings. (a) In accordance with the provisions of the Government Code Section 51295, incorporated by reference herein, upon the filing of any action in eminent domain for the condemnation of the fee title of the land or any portion thereof subject to this Contract or upon acquisition of such land in lieu of eminent domain by public agency for a public improvement, the provisions of this Contract shall be null and void as to the land so condemned or acquired.

(b) If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned as to all or a portion of the land subject to the Contract, the restrictions on land use set forth in this Contract shall, without further agreement of the parties herein, be reinstituted and the terms of this contract shall be in full force and effect, subject to the cancellation provisions of Government Code Section 51295.

13. Remedies for Breach of Contract. (a) In the event that Owner fails to comply with the terms and conditions of this Contract and the effect of said breach to render the use of land agricultural use, thereby negating the purpose and effect of this Contract, Owner shall pay to the County a sum equal to One Hundred Per Cent (100%) of the equalized assessed value of the real property described in Exhibit A, as established by the County Assessor on the lien date next following the date of breach, as liquidated and agreed damages, it having been agreed that actual damages will be impractical and extremely difficult to ascertain and that said measure of damages is a reasonable measure of the harm which would result from such failure of compliance. If, after the date the Contract was initially entered into, the publicly announced county ratio of assessment to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash will be paid than would have been paid had there been no change of ratio.

(b) It is understood that nothing herein contained shall constitute a waiver of any right which the County may now or in the future to seek specific performance of this Contract or other injunctive relief. The enforcement provisions of the Contra Costa County zoning ordinance shall also apply if the land which is the subject of this contract is used for purposes other than those provided in Ordinance Code Chapter 84-42 or this Contract.

14. Effect of Division of Property. Owner agrees that division of the property described in Exhibit A into two (2) or more parcel, whether by sale, gift, by operation of law or by any other means, upon a finding by the Board of Supervisors that said division is detrimental to the ultimate preservation of said property for exclusive agricultural use, be construed by the County as notice of non-renewal by the property owner as provided in Section 9 of this Contract.

15. New Contracts Upon Division. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by Owner on each parcel created by the division at the time of the division. Any

agency making an order of division or the County which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this section, provided, however, that failure of Owner to execute Contracts upon division shall not affect the obligations of the heirs, successors and assigns of Owner as established in Section 16.

16. Contract to Run with Land. 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 the Owner.

17. Consideration. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained herein.

18. Income and Expense Information. The Owner shall annually furnish the County Assessor with such information as the Assessor may require to determine the valuation of the Owner's land.

19. Effect of Removing Preserve or Zoning Classification. Removal of any land under this Contract from an agricultural preserve or removing the agricultural preserve zoning classification thereof shall be the equivalent of notice of non-renewal by the County for purposes of Section 422 of the Revenue and Taxation Code.

ATTEST: May 7, 2002

COUNTY OF CONTRA COSTA

JOHN SWEETEN, County Administrator  
and Clerk of the Board of Supervisors

By: Danielle Kelly  
Deputy Clerk

By: John L  
Chair Board of Supervisors



OWNER

By: Thomas M. Powers



By: Donna R. Powers

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

---

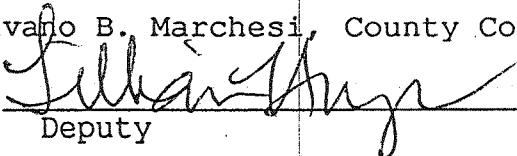
---

NOTE: All signatures for Owner must be acknowledged.

Approved as to Form:

Silvano B. Marchesi, County Counsel

By:

  
Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa } ss.

On April 27, 2002, before me, Stephen C. Gunning, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas M. Powers and Donna R. Powers  
Name(s) of Signer(s)

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Land Conservation Contract

Document Date: 4-27-02 Number of Pages: \_\_\_\_\_

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

### Capacity(ies) Claimed by Signer

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

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

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

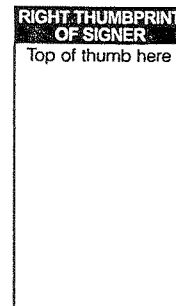


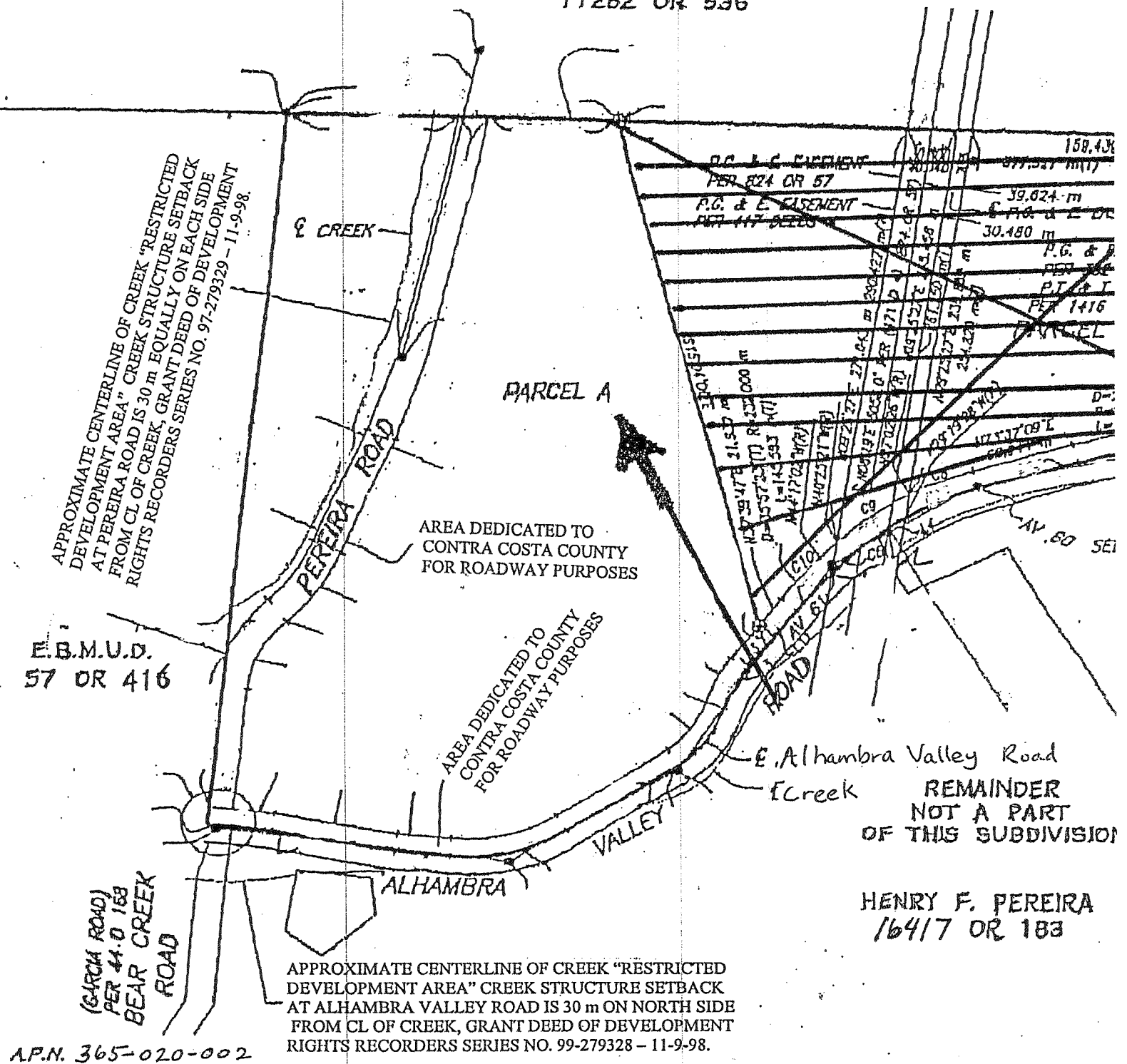
EXHIBIT A

PROPERTY DESCRIPTION

Pursuant to Paragraph 2 of the Land Conservation Contract to which this exhibit is attached, the land described below is designated as the subject of said Contract. Said land is described as follows:

That real property located in the County of Contra Costa, State of California, more particularly described as follows: The legal description to said property is contained in Schedule 1, consisting of 7 pages, attached hereto and incorporated by reference herein.

EDWARD W. PERERIA  
11282 OR 536

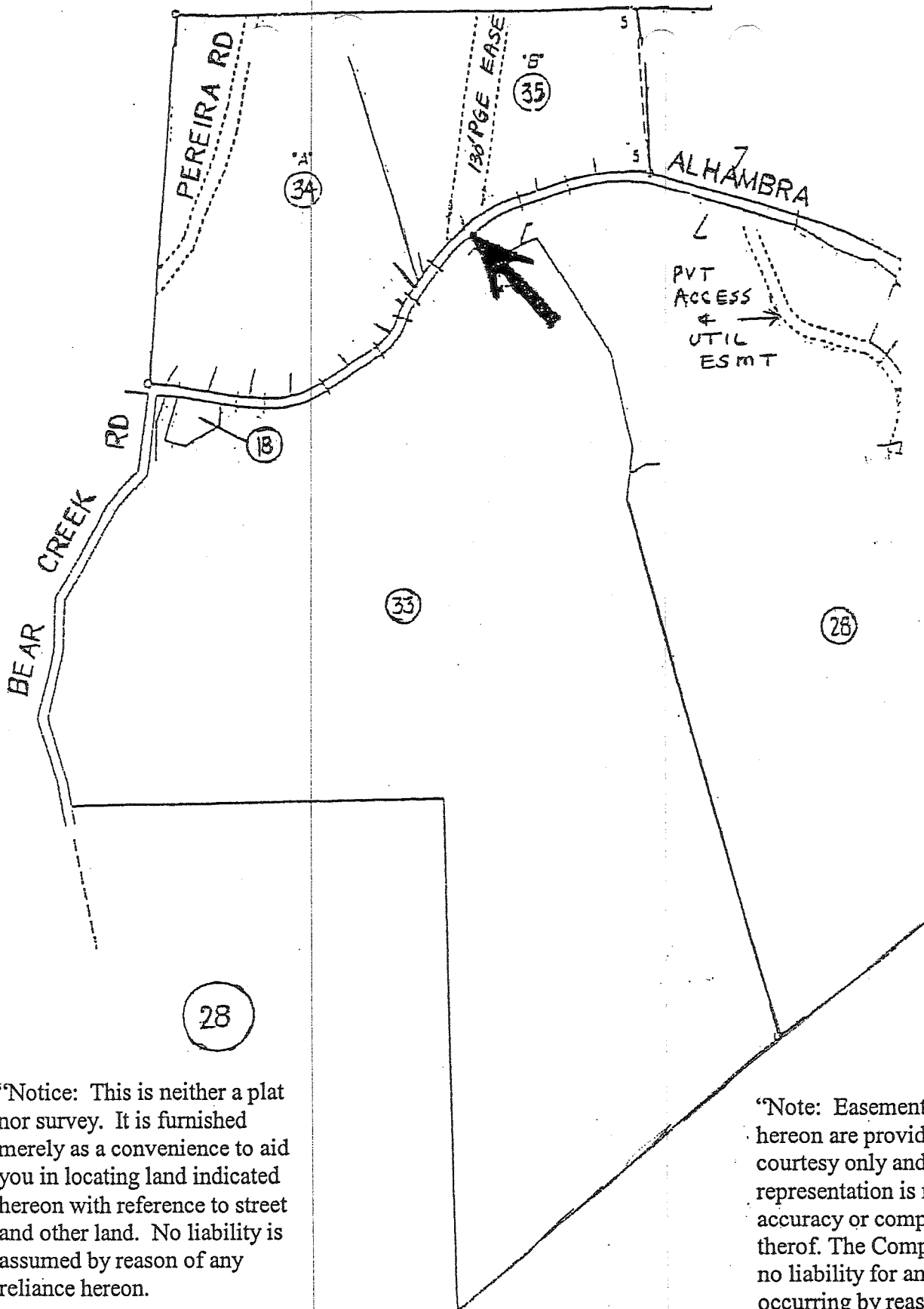


"Notice: This is neither a plat nor survey. It is furnished merely as a convenience to aid you in locating land indicated hereon with reference to street and other land. No liability is assumed by reason of any reliance hereon.

Parcel "A", Map  
Subdivision MS 970015, filed  
November 5, 1998, in Book 175  
of Parcel Maps, Page 27,  
Contra Costa County Records

Excerpted from:  
PARCEL MAP  
SUBDIVISION MS 970015  
A PORTION OF RANCHO BOCA  
DE LA CANADA DE PINOLE  
CONTRA COSTA COUNTY,  
CALIFORNIA  
DATE: JUNE 1998 SCALE 1: 2000  
BELLECCI & ASSOCIATES, INC.  
CONCORD

"Note: Easements depicted hereon are provided as a courtesy only and no representation is made as to the accuracy or completeness thereof. The Company assumes no liability for any loss occurring by reason of reliance thereon. It is recommended that a survey be obtained from a licensed professional to determine actual locations.



"Notice: This is neither a plat nor survey. It is furnished merely as a convenience to aid you in locating land indicated hereon with reference to street and other land. No liability is assumed by reason of any reliance hereon.

Note: This map was prepared for assessment purposes only. No liability is assumed for the accuracy of the information delineated hereon. Assessor's parcels may not comply with local lot split or building site ordinances.

"Note: Easements depicted hereon are provided as a courtesy only and no representation is made as to the accuracy or completeness thereof. The Company assumes no liability for any loss occurring by reason of reliance thereon. It is recommended that a survey be obtained from a licensed professional to determine actual locations.

ASSESSOR'S MAP  
BOOK 365  
CONTRA COSTA COUNTY

The land referred to in this Report is situated in the County of Contra Costa, City of Martinez,  
State of California, and is described as follows:

Parcel B, Map Subdivision MS 970015, filed November 9, 1998, in Book 175 of  
Parcel Maps, Page 27, Contra Costa County Records.

(Being APN 365-020-035)

EDWARD W. PERER  
96-130821

## -BASIS OF BEARINGS

FOUND 1 1/4 IRON PIPE  
TAGGED LS 2469

P.G. & E. EASEMENT  
PER 824 OR 57

P.G. & E. EASEMENT  
PER 417 DEEDS 4

- E.P.G. & E. EASEMENT  
30.480 m

P.G. & E EASEMENT  
PER 332 OR 14  
P.T. & T. EASEMENT  
PER 1415 OR 345

PARCEL B

LOT A  
70 LSM 18

LOT A  
70 LSM 18

AREA DEDICATED TO C.C.CO.  
FOR ROADWAY PURPOSES

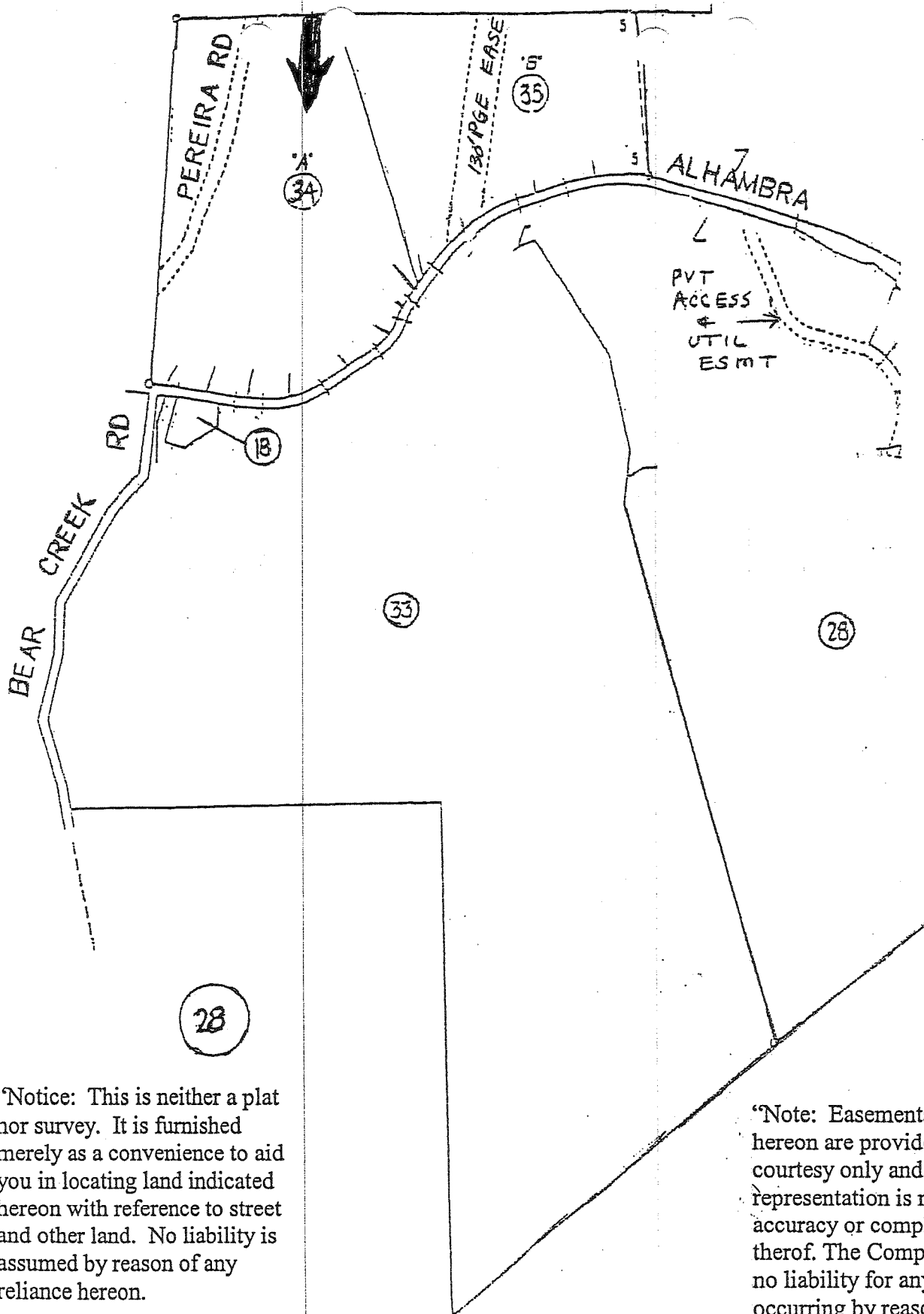
REMAINDER  
NOT A PART  
OF THIS SUBDIVISION

Parcel "B", Map  
Subdivision MS 970015, filed  
November 9, 1998, in Book 175  
of Parcel Maps, Page 27,  
Contra Costa County

Excerpted from:  
PARCEL MAP  
SUBDIVISION MS 970015  
A PORTION OF RANCHO BOCA  
DE LA CANADA DE PINOLE  
CONTRA COSTA COUNTY,  
CALIFORNIA  
DATE: JUNE 1998 SCALE 1: 2000  
BELLECCI & ASSOCIATES, INC.  
CONCORD

**"Note: Easements depicted hereon are provided as a courtesy only and no representation is made as to the accuracy or completeness thereof. The Company assumes no liability for any loss occurring by reason of reliance thereon. It is recommended that a survey be obtained from a licensed professional to determine actual locations.**

“Notice: This is neither a plat nor survey. It is furnished merely as a convenience to aid you in locating land indicated hereon with reference to street and other land. No liability is assumed by reason of any reliance hereon.



"Notice: This is neither a plat nor survey. It is furnished merely as a convenience to aid you in locating land indicated hereon with reference to street and other land. No liability is assumed by reason of any reliance hereon.

Note: This map was prepared for assessment purposes only. No liability is assumed for the accuracy of the information delineated hereon. Assessor's parcels may not comply with local lot split or building site ordinances.

"Note: Easements depicted hereon are provided as a courtesy only and no representation is made as to the accuracy or completeness thereof. The Company assumes no liability for any loss occurring by reason of reliance thereon. It is recommended that a survey be obtained from a licensed professional to determine actual locations.

ASSESSOR'S MAP  
BOOK 365  
COUNTY OF COSTA COUNTY

EXHIBIT B

ALLOWABLE LAND USES

Pursuant to the provisions of Section 84-42.402 (2) of the Contra Costa County Ordinance Code and Paragraph 7 of the Land Conservation Contract, of which this exhibit is made a part, except as otherwise noted below, the land uses and structures described below are authorized without a land use permit subject to the terms and conditions set forth below. Said uses and structures shall be in conformance to those authorized by Section 84-42.402 (1) and Section 84-42.404 but shall be subject to Section 84-42.602 through Section 84-82.1402 of Chapter 84-42 of the County Ordinance Code.

1. Existing Non-conforming Structures

The following non-conforming structures are permitted, subject to the provisions of County Ordinance Code Chapter 82-8:

A. Mobile Home at 6140A Alhambra Valley Rd., Martinez, CA on AP # 365-020-35

2. Existing Conforming Structures:

The following structures are permitted:

A. House at 6140 Alhambra Valley Rd., Martinez, CA on APN: 365-020-35

B. Barn at 6140B Alhambra Valley Rd., Martinez, CA on APN: 365-020-35

C. House at 6180 Alhambra Valley Rd., Martinez, CA on APN: 365-020-39

D. Telecommunications receiving and transmitting facility for a cellular telephone site on APN: 365-020-39 (as approved under County File: LP# 01-2037)

3. Proposed Structures

A. Three agricultural processing and equipment storage buildings on APN: 365-020-39

B. Barn and stable on APN: 365-020-39

C. Three agricultural processing and equipment storage buildings on APN: 365-020-35

4. Existing Land Use

Grazing, cultivation, and horticulture.

5. Proposed Land Uses

Grazing, cultivation, and horticulture; and, the possible siting of a telecommunications receiving or transmitting facility (cellular telephone site) subject to issuance of a land use permit. A winery use and accessory structure subject to the issuance of a land use permit.

6. Existing Use Compatible with Agricultural Use

Grazing, cultivation, and horticulture; processing of agricultural products; and, the storage of agricultural products, supplies, equipment and agricultural related construction materials.

7. Proposed Use Compatible with Agricultural Use

Grazing, cultivation, and horticulture; processing of agricultural products; and, the storage of agricultural products, supplies, equipment and agricultural related construction materials.

Living accommodations for agricultural workers employed on the property.

A telecommunication receiving and transmitting facility for a cellular telephone site (subject to a Land Use Permit).

A minor, non-commercial wind energy conversion system for use on the subject parcels.

Through the term of this contract a winery is a possible and compatible use on APN 365-020-34 and APN 365-020-35. The winery use and accessory structure are subject to the issuance of land use permit.

RESOLUTION 2002/319