

## ATTACHMENT B

### LAND CONSERVATION CONTRACT NO. AP12-0001 ASSESSOR PARCEL NO. 006-160-009

1. Parties. BY THIS CONTRACT, made and entered into \_\_\_\_\_, Terrance E. Howland and Lisa Beth Howland as Trustees of the Terrance E. Howland and Lisa Beth Howland Revocable Trust, dated January 24, 2001, hereinafter referred to as "Owners," 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. Owners possess certain real property located within the County, which property is presently devoted to agricultural and compatible uses. The "Property" is described in Exhibit A, attached hereto and made a part of this contract.

3. Purpose. Both Owners 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 Owners 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 Owners 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 Owners 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 68-635 and 69-763.

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 herein. 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 Owners, their heirs, 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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 Owners agree 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 Owners 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, Owners 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 Owners 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 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 reinstated 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) The County may pursue all remedies allowed by law or in equity to enforce this contract and remedy any breach of this contract, including the remedies specified in Government Code Sections 51250 and 51251.

(b) The enforcement provisions of the Contra Costa zoning ordinance shall also apply if the land which is subject of the contract is used for purposes other than those provided in Ordinance Code 84-42 or this Contract.

14. Effect of Division of Property. Owners agree that division of the Property described in Exhibit A into two (2) or more parcels, 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 owners as provided in Section 9 of this Contract.

15. New Contracts Upon Division. In the event the property that is subject to this contract is divided, the owners of any subdivided parcel may exercise, independent of any owner of any other subdivided parcel, any of the rights of Owner under this Contract. Upon division of the Property a Contract identical to the Contract then covering the original parcel shall be executed by Owners 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 Owners to execute Contracts upon division shall not affect the obligations of the heirs, successors and assigns of Owners 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 it shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Owners.

17. Consideration. Owners 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 Owners 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 Owners shall annually furnish the County Assessor with such information as the Assessor may require to determine the valuation of the Owners' land.

ATTEST: COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
Chair, Board of Supervisors

DAVID TWA, County Administrator  
and Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

OWNERS

*Terrance E. Howland*  
Terrance E. Howland of the Terrance E. Howland and Lisa Beth Howland Revocable Trust, Dated  
January 24, 2001

*NOTARY attached.*

*Lisa Beth Howland*  
Lisa Beth Howland of the Terrance E. Howland and Lisa Beth Howland Revocable Trust, Dated  
January 24, 2001

*Notary Ack attached. 3/6/17*

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

*Laura E. Valentine*  
Wells Fargo Bank

Approved as to Form:

Sharon L. Anderson, County Counsel

By: *Ruth C. Kille*  
Deputy County Counsel

NOTE: All signatures for Owner and encumbrance holders must be notarized.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa }

On 03/06/2017 before me, PINAL KALPESH VAIDYA <sup>NOTARY PUBLIC</sup>  
(Here insert name and title of the officer)

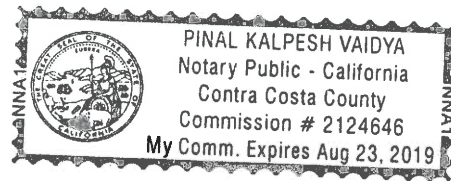
personally appeared TERRANCE E. HOWLAND AND LISA BETH HOWLAND who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

P. Vaidya  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Land Conservation Contract

(Title or description of attached document)

NO-AP12-0001

(Title or description of attached document continued)

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

**CAPACITY CLAIMED BY THE SIGNER**

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- 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 with a staple.

Consent of Lien Holder

Wells Fargo Bank, N.A., ("Lien Holder"), is the current holder of a Mortgage /Deed of Trust dated April 25, 2014 as recorded in Instrument No. 0001957923, hereby consents to the grant of the foregoing Land Conservation Contract No. AP12-0001 Assessor Parcel No. 006-160-009 Easement dated February 22, 2017 and signed by Terrance E. Howland and Lisa Beth Howland to County of Contra Costa and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold and the same is hereby deemed to be sold subject to said Easement

SIGNED AND EXECUTED this 24 day of February 2017

Wells Fargo Bank, N.A.

By: Laura E. Valentine  
Laura E. Valentine,  
Vice President

STATE of Maryland

COUNTY of Frederick

BEFORE ME, the undersigned authority, on this day personally appeared Laura E. Valentine, Vice President, of Wells Fargo Bank, N.A. known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS  
24 day of February 2017.

Audrey Stine Phillips  
Notary Public State of Maryland  
Audrey Stine Phillips  
My commission expires: 8-15-2020



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:

**PARCEL ONE:**

PARCEL C, AS DESIGNATED ON THE PARCEL MAP FILED FEBRUARY 4, 1980, BOOK 84, PARCEL MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS.

**EXCEPTING FROM PARCEL ONE:**

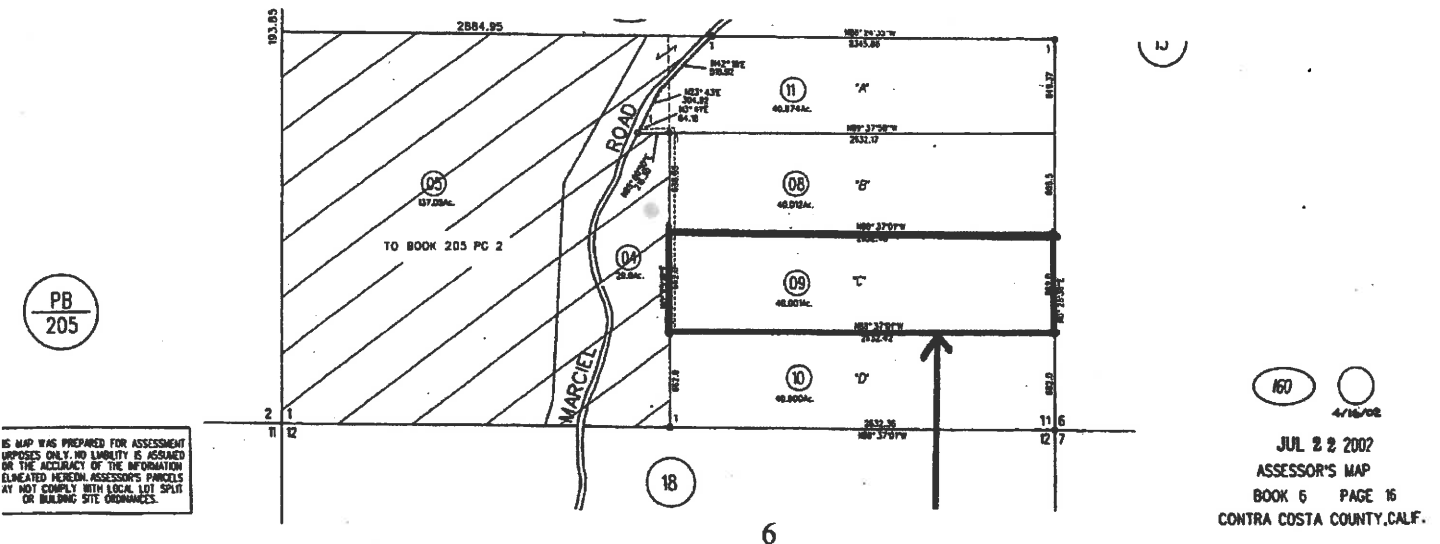
RIGHTS RESERVED IN THE DEED FROM GORDON R. RASMUSSEN, ET UX, RECORDED NOVEMBER 18, 1977, BOOK 8597, OFFICIAL RECORDS, PAGE 278, AS FOLLOWS:

"1/2 OF ALL OIL, GAS CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS, AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500) BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN FIVE HUNDRED FEET (500) BELOW THE SURFACE THEREOF; BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LANDS WITHIN FIVE HUNDRED FEET (500) VERTICAL DISTANCE BELOW THE SURFACE THEREOF."

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE, FOR ACCESS, RECREATION, PARKING, UTILITIES, DRAINAGE, INGRESS AND EGRESS OVER THAT AREA OF PARCELS A AND B AS SHOWN ON THE MAP FILED FEBRUARY 4, 1980, BOOK 84, PARCEL MAPS, PAGE 13, CONTRA COSTA COUNTY RECORDS, DESIGNATED AS "AREA DEDICATED FOR PRIVATE ACCESS AND UTILITY EASEMENT".

APN: 006-160-009-4





LAND CONSERVATION CONTRACT NO. AP12-0001  
ASSESSOR PARCEL NO. 006-160-009

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, 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 84-42.1402 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:

*None.*

2. Existing Conforming Structures

*Single Family Residence, water tanks. Note: If the single-family residence is damaged or destroyed, the single-family residence may be rebuilt at the same or similar size, at a maximum height established by County Code 84-42.1002 (35-feet) and a location that is within a 2-acre building envelope that includes the present location of the single family residence.*

3. Proposed Structures

*Residence for Ranch Hand, up to three barns for storage of agricultural products and equipment, Residential second unit, pool and pool house, gazebo, solar panels to power structures on the property.*

4. Existing Land Use

*Grazing & Cultivation*

5. Proposed Land Use

*Grazing, Orchards & Cultivation*