

AGREEMENT NO. 2022-____

CALIFORNIA LAND CONSERVATION ACT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ (“Effective Date”), between the County of Yolo, a political subdivision of the State of California (hereinafter “County”), and Sean V. Doherty and Melissa H. Ehrke Doherty (hereinafter “Owners”) (collectively, “Parties”).

RECITALS

WHEREAS, Owners are the legal Owners of property consisting of 237.6± acres of real property, current APNs: 052-020-011, 052-020-023, and 052-020-026 (“Subject Property”), which is more particularly shown in Exhibit 1 and described in Exhibit 2, each of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property is presently devoted to agricultural and agricultural-related uses; and

WHEREAS, the Subject Property is located in Agricultural Preserve No. AP-041, heretofore enlarged by resolution adopted with the approval of this Agreement; and

WHEREAS, Owners desire to enter into this Agreement; and

WHEREAS, by entering into this Agreement pursuant to the California Land Conservation Act (“Williamson Act”), both Owners and County desire to limit the use of the Subject Property to agriculture use and uses that are compatible with agricultural use in order to discourage premature and unnecessary conversion of land to urban use, recognizing that such land has substantial value to the public as open space and the preservation of such land in such use constitutes an important physical, social, aesthetic, and economic asset to County; and

WHEREAS, the placement of the Subject Property in a preserve and the accompanying execution and approval of this Agreement by the Yolo County Board of Supervisors constitutes a determination by the Board that the highest and best use of the Subject Property during the term of the Agreement or any renewal thereof is for agricultural and compatible uses, as defined in this Agreement, as well as the state and local rules, guidelines, and regulations applicable to Williamson Act Contracts and the agricultural preserve and the Williamson Act, as they may be amended from time to time; and

WHEREAS, Owners and County intend the terms, conditions and restrictions of this Agreement to be substantially similar to or, as permitted by Government Code section 51240, more restrictive than those required generally for agricultural preserve contracts by the Williamson Act and to that end intend that this Agreement shall constitute an “enforceable restriction” within the

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(237.6 Acres—Contract Establishment)*

meaning and for the purposes of Section 8 of Article XIII of the California Constitution and Sections 422 and 423 of the California Revenue and Taxation Code.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. This Agreement is 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 (“Act”), and is subject to all of the provisions of the Act and provisions of the Yolo County Code, Title 8, Chapter 2, that govern the Agricultural Intensive (A-N), Agricultural Extensive (A-X), or Public Open Space (POS) Zones, the resolution establishing the Agricultural Preserve, and the County’s Williamson Act Guidelines and zoning law, as each may be amended from time to time. This Agreement requires Owners’ compliance with the Act, applicable zoning, and the Williamson Act Guidelines.

2. During the term of this Agreement and any renewals thereof, the Subject Property shall not be used for any purpose other than the production of agricultural commodities, recreation, open space, and other compatible uses as allowed by the Act, provisions of the Yolo County Code relating to land uses and activities in those parts of the property in the Agricultural Intensive (A-N), Agricultural Extensive (A-X), and Public Open Space (POS) Zones, and the County’s Williamson Act Guidelines. During the term of this Agreement, Owners shall be limited to such uses and activities as are allowed within these zones and the County’s Williamson Act Guidelines, as then in force and as may be amended from time to time. The Board of Supervisors of the County may, during the term of this contract or any extensions thereof, by duly-adopted amendment to the Yolo County Code of Ordinances and/or to the County’s Williamson Act Guidelines, add or subtract to those uses deemed compatible with a Williamson Act contract, which shall be incorporated into this Agreement without further action of the Parties.

3. The initial term of this Agreement is 10 years from the Effective Date. On the anniversary date of this contract, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245. The County may, in its discretion, make a determination pursuant to Government Code Sections 16142(e) or 16142.1, to implement Section 51244(b) and Section 51244.3, by which the term shall be reduced to nine years.

4. Notwithstanding anything to the contrary in this Agreement, the Subject Property shall be subject to and assessed consistent with the provisions of the Revenue and Taxation Code. County and Owners acknowledge, however, that any determination concerning the assessment of the Subject Property is within the discretion of the Yolo County Assessor or the Yolo County Assessment Appeals Board.

5. Owners agree no additional, separate legal parcels currently exist within the Subject Property that may be recognized by a certificate of compliance during the term of the Agreement pursuant to Government Code Section 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys. The Owners will not apply for or otherwise seek recognition

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of additional legal parcels within the Subject Property based on certificates of compliance during the term of the Agreement.

6. The County may declare this Agreement terminated if this Agreement (or another substantially similar contract) is declared invalid or ineffective in any court adjudication accepted by the County as final, but no cancellation fee or other penalties shall be assessed against Owners upon such termination.

7. Owners, upon request of the County, shall provide information relating to compliance with the obligations under this Agreement to assist the County and the County Assessor in determining value for assessment purposes or to determine continued eligibility under the Act and compliance with the requirements of this Agreement.

8. Owners represent that they are the sole legal Owners of the Subject Property and all necessary persons have executed this Agreement.

9. As part of this Agreement, Owners agree to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this Agreement. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in conjunction with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

10. As required by Government Code section 51243(b), this Agreement is binding upon, and inure to the benefit of, all successors in interest of the Owners. Whenever land under this Agreement is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner in the original Agreement, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of the divided land. Except as provided in Section 51243.5, on and after the effective date of the annexation by a city of any land under contract with a county, the city shall succeed to all rights, duties, and powers of the county under the Agreement. The terms of this paragraph shall automatically conform to any amendments or changes to the requirements of Government Code section 51243(b).

11. All notices to be given to the Owners in connection with this Agreement shall be given to Owners herein by delivery personally in writing or by depositing the same in the United States Mail, first class postage prepaid, to the address shown on the last equalized assessment roll.

12. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or

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proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Owners waive any removal rights available under State or Federal law.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO

OWNERS:

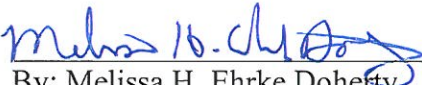
SEAN V. DOHERTY & MELISSA H. EHRKE DOHERTY

Supervisor Angel Barajas, Chair
Yolo County Board of Supervisors



By: Sean V. Doherty

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors



By: Melissa H. Ehrke Doherty

By _____
(Seal)
Deputy

Approved as to Form:
Philip J. Pogledich, County Counsel

By 

Eric May, Senior Deputy

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 ~~Yolo~~ Colusa

On October 20, 2022 before me,

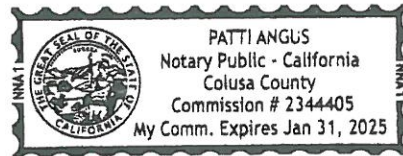
Patti Angus, Notary Public

personally appeared Melissa H. Ehrke Doherty 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 Patti Angus (Seal)



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 Yolo Colusa

On October 24, 2022 before me,

Patti Angus, Notary Public

personally appeared Sean V. Doherty 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.

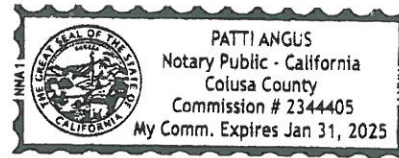
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Patti Angus

(Seal)



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State of California
County of Yolo

On _____ before me,

_____ personally appeared _____ 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 _____ (Seal)

EXHIBIT 2

Legal Description for Doherty Williamson Act Contract

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel One:

The west half of the northwest quarter (W 1/2 of N. W 1/4) of Section Twenty-One (21) in Township Twelve (12) north of Range One (1) west Mount Diablo Base and Meridian.

The above parcel being Parcel 2 of that Certificate of Compliance- Zone File No. 2016-0050 recorded on April 25, 2017 as Instrument No. 2017-10034, Yolo County Official Records.

APN: 052-020-011

Parcel Two:

ALL that real property in the County of Yolo, State of California, and being a portion of Section 21, Township 12 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of that parcel of land as described in K of Deeds at Page 365, said County Records, also being a portion of that parcel of land as described in Book B of Patents at Page 184, said County Records, also being a portion of that parcel of land as described in Book B of Patents at Page 113, said County Records, also being a portion of that parcel of land as described in Book R of Deeds at Page 635, said County Records, also being a portion of Parcel 1 and Parcel 3 as described in Document No. 2014-0012836-00, said County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of said Section 21, said point being distant North 00°28'00" West 645.69 feet from the Southeast corner of said Section 21; thence, from said POINT OF BEGINNING and leaving said East line, North 85°06'00" West 115.86 feet; thence North 52°45'29" West 2,647.23 feet; thence North 67°41' 49" West 191.46 feet; thence South 87°37'07" West 1,327.41 feet; thence North 74°14'05" West 147.60 feet; thence South 85°54'58" West 175.28 feet; thence North 67°49'28" West 198.44 feet; thence South 87°00'11" West 266.55 feet; thence North 70°45'29" West 123.32 feet; thence South 73°24'35" West 216.89 feet; thence North 72°36'23" West 199.21 feet; thence South 32°27'02" West 112.01 feet; thence South 75°28'29" West 192.35 feet; thence North 34°48' 42" West 142.74 feet to the West line of said Section 21; thence, along said West line, North 01 °14'00" West 271.38 feet to the West Quarter corner of said Section 21; thence, along the South line of the Northwest Quarter of said Section 21, South 89°41'32" East 2,662.56 feet to the center of said Section 21; thence, along the East line of said Northwest Quarter, North 00°50'58" West 1,308.00 feet to the Northwest corner of the South half of the Northeast Quarter of said Section 21; thence, along the North line of said South half, South 89°43' 46" East 2,247.68 feet to the Westerly line of Parcel 2 as described in Document No. 2014-0026906-00, said County Records; thence, along said Westerly line the following two (2) courses and distances: 1) South 00°28'00" East 183.15 feet; and 2) South 21 °26'01" East 1,091.50 feet to the most Southerly corner of said Parcel 2; thence, along the East

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line of said Parcel 2, North 00°28'00" West 776.97 feet to the Westerly line of that parcel of land as described in Book 820 of Official Records at Page 214, said County Records; thence, along said Westerly line the following two (2) courses and distances: 1) South 23°22'58" East 8.91 feet; and 2) North 89°24'27" East 29.53 feet to said East line of said Section 21; thence, along said East line, South 00°28'00" East 2,855.02 feet to the POINT OF BEGINNING.

Containing 157.657 acres of land, more or less.

The Basis of Bearing for this description is said East line of said Section 21, shown as South 00°28'00" East, in Book 2 of Maps and Surveys at Page 32, said County Records.

APN: 052-020-023 & 052-020-026

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