

CL. 936 PAGE 182  
OFFICIAL RECORDS  
RECORDED AT REQUEST OF  
COUNTY OF YOLO  
FEB 16 1970  
At 2 Min. Past 8 O'clock A.M.  
YOLO COUNTY, CALIFORNIA  
Recorder  
M. C. [Signature]

1884

FILED

FEB 13 1970

AGREEMENT NO. 70-110-A

LAURENCE P. HENIGAN, Clerk  
[Signature]  
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 9th  
day of February, 1970, by and between R. E. and Caroline Nottingham

\_\_\_\_\_, hereinafter referred to as OWNER,  
and the COUNTY OF YOLO, a political subdivision of the State of  
California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in  
the County of Yolo, State of California, hereinafter referred to  
as the "subject property", and more particularly described in  
Exhibit "A" attached hereto and by this reference incorporated  
herein; and

WHEREAS, the subject property is devoted to agricultural  
uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve  
NO. (Addition to Preserve No. 8) heretofore established by the  
County by Resolution No. \_\_\_\_\_ filed in the Office of the  
County Recorder of Yolo County on \_\_\_\_\_, 19\_\_\_\_, and  
recorded in Volume \_\_\_\_\_ of Official Records at page \_\_\_\_\_,  
(and enlarged by Resolution No. 20-15, filed in the Office  
of said Recorder on FEBRUARY 11<sup>th</sup>, 1970, and recorded in  
Volume 935 of Official Records at page 374), the location  
of which is shown on the map(s) attached to said resolution(s); 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 con-  
serve 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 and 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 the contract or any  
renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 70-15, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

R.W. and Caroline Nottingham  
Star Route, Box 6E  
Brooks, Calif. 95606

COUNTY

Chairman, Board of Supervisors  
County of Yolo  
Courthouse  
Woodland, California 95395

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY W.E. Nottingham  
SUPERVISOR,  
COUNTY OF YOLO, CALIFORNIA

OWNER  
R.W. Nottingham  
Caroline Nottingham

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EXHIBIT "A"

R. E. & Caroline Nottingham

Assessor's Parcel No. 18-541-08 & 20

The West 4.44 acres of Lots 5 and all of Lots 6, 7, 11-A, 12,  
13 and 14, Amaranth Colony Tract filed for record in Book 1 of  
Maps, at Page 53, Yolo County Records.

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1891

RECORDING REQUESTED BY:

YOLO COUNTY BOARD OF SUPERVISORS

WHEN RECORDED RETURN TO:

YOLO COUNTY BOARD OF SUPERVISORS

COURIER NUMBER 61



YOLO Recorder's Office  
Tony Bernhard, County Recorder  
DOC- 2000-0021904-00

Root 133-Yolo Bd of Sups - NC  
Thursday, AUG 31, 2000 11:39:00  
Ttl Pd \$0.00 Nbr-0000219013  
VRB/RS/1-10

\*FROM THIS POINT AND ABOVE IS FOR RECORDERS

WILLIAMSON ACT SUCCESSOR AGREEMENT NO. 00-216

FOR JOHN B. AND VICTORIA E. LANDER

021904 AUG 31 8

10

AGREEMENT NO. 00-216  
WILLIAMSON ACT SUCCESSOR AGREEMENT

FILED

AUG 31 2000

PATRICIA CHITENDER, CLERK OF THE BOARD  
BY Ann M. [Signature]  
DEPUTY

THIS AGREEMENT ("Agreement") is made and entered into between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter "COUNTY"), and John B. and Victoria E. Iander of 16605 County Road 59 Guinda, CA. (Hereinafter referred to as "OWNERS"),

RECITALS:

- A. Heretofore, OWNERS' predecessor in interest entered into a Land Use Contract, being Yolo County Agreement No. 70-110, recorded in Volume 936 at Page 186 of Yolo County Official Records, which is binding on successors in interest. The agreement relates to property in an Agricultural Preserve No. 08 established by County Resolution No. 70-015.
- B. On May 4, 1988, OWNERS obtained an order of the Planning Commission of the County of Yolo approving a Lot Line Adjustment readjusting the boundaries of legal parcels which were subject to Land Use Contract No. 70-110 so as to create one parcel of 42.91 acres and one parcel of 52.15 acres. The May 4, 1988 order of the Planning Commission also required the division of Land Use Contract No. 70-110 so as to create two new Land Use Contracts, one of which is this Contract.
- C. This Agreement applies only to the real property as shown in Exhibit A and described in Exhibit B of this Agreement, currently identified as Assessor's Parcel Number 060-060-37. A separate Agreement is to be executed for the remaining real property that was subject to the original above referenced Land Use Contract.

*Williamson Act Successor Agreement between the County of Yolo and  
John B. Iander and Victoria E. Iander  
(42.91 acre parcel)*

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- D. OWNERS properly hold legal title to the real property shown in Exhibit A, and described in Exhibit B, attached hereto and incorporated herein by this reference. All persons with an ownership interest in this real property have executed this Agreement.
- E. As a result of the foregoing, OWNERS are entitled to enter into a Williamson Act Successor Agreement as to the 42.91 acre real property parcel currently identified as APN: 060-060-37 which is more particularly shown in Exhibit A, and described in Exhibit B, attached hereto and incorporated herein by this reference. This Agreement applies only to the property shown in the attached Exhibit A and described in the attached Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. As to the real property in Exhibit A, OWNERS hereby acknowledge and agree to be bound by all the terms and conditions and obligations of said Agreement No. 70-110.
2. Agreement No. 70-110 is further amended by the addition of the following paragraphs:

Notwithstanding any provision to the contrary in Resolution No. 70-015, IT IS FURTHER AGREED that the subject property shall be subject to the provisions of Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code only to the extent that it is used for agriculture, recreational use or open space, all as defined below. To the extent the subject property is used for any other use, including those uses determined to be compatible with the agricultural use of the land within this preserve and subject to this contract, it shall be valued by using the stipulated minimum income method provided for in section 423(a)(3) of the California Revenue and Taxation Code and the amount which constitutes the minimum annual income per acre to be capitalized shall be determined annually by multiplying the factored base year value of the property involved by the Williamson Act capitalization rate for that year.

The following definitions shall apply to terms used in the above paragraph:

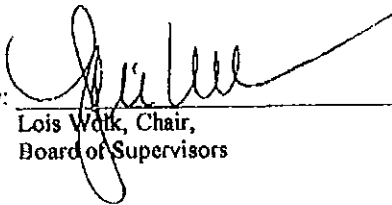
- A. Agriculture means the growing of crops or the raising of livestock. The growing of crops shall include growing and raising trees, vines, shrubs, berries, vegetables, nursery stock, horticulture, hay grain, and similar crops.
- The raising of livestock shall include animal husbandry, including the breeding and raising of cattle, sheep, goats, pigs, rabbits, poultry, and similar animals, and egg production and dairies, and the business of breeding and raising horses, whether or not for use in growing crops or raising livestock, including boarding horses for breeding purposes; however, the raising of livestock shall not include boarding stables, training stables, riding stables, riding schools, or dog kennels.
- B. Agriculture shall not include the direct marketing or sale of agricultural products or facilities for the processing of agricultural products, including, but not limited to, canneries, wineries, dehydrators, and fruit, vegetable, or meat packing plants.
- C. Recreational use means the use of land by the public, with or without charge, for any of the following: walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation and which does not change the land from its natural or agricultural state. Any fee charged for the recreational use of the land shall be in a reasonable amount and shall not have the effect of unduly limiting its use by the public.
- D. Open space use means the use or maintenance of land in such a manner as to preserve its natural characteristics, beauty, or openness for the benefit or enjoyment of the public, and to provide essential habitat for wildlife.

- 3 All notices to be given to the OWNERS under Land Use Contract No. 70-110 as respects the 42.91 acre portion as described herein 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, addressed as set forth above.



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

COUNTY OF YOLO

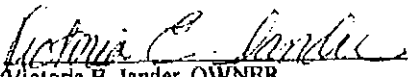
By:   
Lois Work, Chair,  
Board of Supervisors

Attest: Patty Chittenden, Clerk,  
Board of Supervisors

By: 

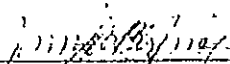


  
John B. Iander, OWNER

By:   
Victoria E. Iander, OWNER

Approved as to Form:

CHARLES R. MACK  
COUNTY COUNSEL

By:   
Jennifer B. Henning, Deputy

State of California )  
County of Yolo )

On August 29, 2000, before me, Ana Morales <sup>Notary</sup> ~~Public~~, personally appeared Lois Wolk, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Chair of the Yolo County Board of Supervisors, and that by her signature on the instrument the County of Yolo executed the instrument.

Witness my hand and official seal.



Ana Morales  
(SEAL)

*Williamson Act Successor Agreement between the County of Yolo and  
John B. Lander and Victoria E. Lander  
(42.91 acre parcel)*

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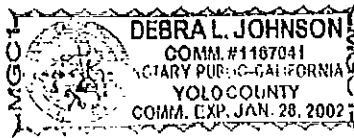
State of California )

County of Yolo )

On August 18, 2000, before me, Debra L. Johnson Notary Public, personally appeared John B. Iander, ~~personally known to me~~ (or 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 executed the same in his authorized capacity, and that by his signature on the instrument he is the person that executed the instrument.

Witness my hand and official seal.

Signature: Debra L. Johnson (SEAL)

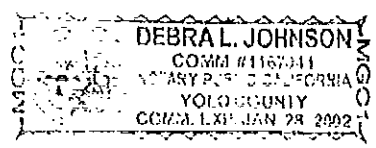


State of California )  
County of Colo )

On August 14, 2000, before me, Debra L. Johnson, Notary Public personally appeared Victoria E. Iander, personally known to me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument she is the person that executed the instrument.

Witness my hand and official seal.

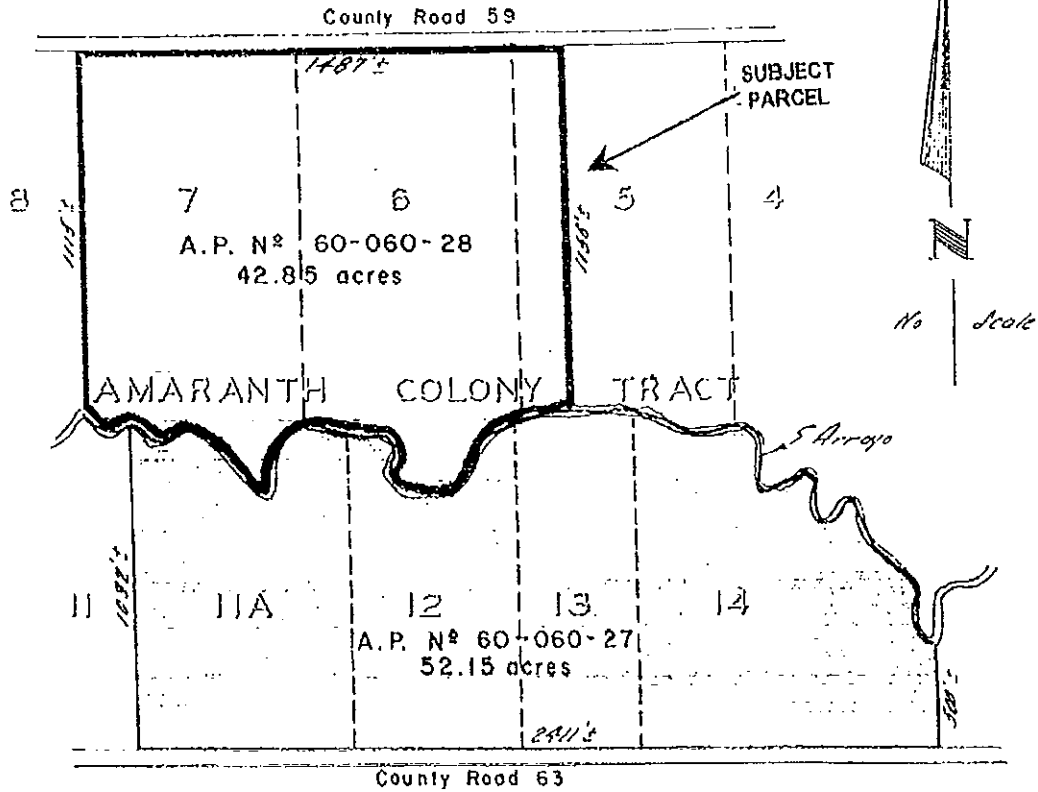
Signature: Debra L. Johnson (SEAL)



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YOLO ENGINEERS & SURVEYORS, INC.  
H. DODDLAND PH. 667-4336 • DAVIS PH. 731-2315 • WEST SACTO PH. 371-9276

Post Office Box 1364 1216 Faring Avenue  
DODDLAND, CALIFORNIA  
95633



SKETCH  
of  
APN 60-060-27 & 28  
After Lot Line Adjustment  
Bellencourt Property  
AMARANTH COLONY TRACT  
Yolo County, California  
Sept. 11, 1987



EXHIBIT "A"  
LOT LINE ADJUSTMENT MAP

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**LEGAL DESCRIPTION**

The West 4.44 acres of Lot 5 and all of Lots 6 and 7 fo the  
Amaranth Colony Tract filed in Book 1 of Maps at Page 53, Yolo  
County Records, Yolo County, California.



**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**END OF DOCUMENT**

021904 106318

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