

No recording fee per Gov. Code Sec. 27383

RECORDING REQUESTED BY:

Peter T. Thille
135 N. Evergreen Drive
Ventura, CA 93003

RETURN RECORDED DOCUMENTS TO:

County of Ventura
Resource Management Agency
Planning Division L#1740
Kristina Boero, LCA Program Manager

ASSESSOR PARCEL NO.: 109-0-061-070, 109-0-061-080, and 109-0-061-150

CASE NO: PL23-0076

COUNTY OF VENTURA • RESOURCE MANAGEMENT AGENCY • PLANNING DIVISION

LAND CONSERVATION ACT CONTRACT NO. 51-5.58

LCA 10-YEAR CONTRACT

This contract (“Contract”) is entered into by and between **Dorcas Thille an undivided one-half (1/2) interest and Dorcas H. Thille, Trustee of the Dorcas H. Thille Revocable Living Trust dated February 1, 2002, an undivided one-half (1/2) interest** (“Owner”) and the County of Ventura, a political subdivision of the State of California (“County”).

RECITALS

A. This Contract is made pursuant to and subject to the California Land Conservation Act of 1965, also known as the Williamson Act (Chapter 7, Part 1, Division 1, Title 5, California Government Code, commencing with section 51200, “LCA”), The Ventura County Land Conservation Act Guidelines (the “LCA Guidelines”), Revenue and Taxation Code sections 421 through 430.5 (the “LCA Tax Provisions”), the Ventura County Coastal and Non Coastal Zoning Ordinance (“Zoning Ordinances”), and the Ventura County Subdivision Ordinance, as each are amended from time to time (all of the above collectively referred to as the “LCA Regulations”). Owner has been provided access to all LCA Regulations for review prior to entering into this Contract.

County of Ventura Board of Supervisors Hearing 2023 LCA Contracts Exhibit 6 – Proposed LCA Contract No. 51-5.58 Exhibit A – Legal Description for LCA Contract No. 51-5.58 Exhibit B – Location and Contract Boundary for LCA Contract No. 51-5.58

B. Owner owns the real property described in **Exhibit A** consisting of approximately **95.81 acres** (the "Property"). A general depiction of the Property is also shown in **Exhibit B**; however, the description of the Property in **Exhibit A** is controlling.

C. The Property qualifies for entry into a contract pursuant to the LCA Regulations. The Property is devoted to agricultural uses and uses compatible with agriculture as required by the LCA Regulations and is located within the boundaries of an Agricultural Preserve established by the County.

D. Both Owner and the County desire to limit the use of the Property to agricultural and compatible uses in order to preserve its agricultural use, recognizing that the Property has a definite value as open space and that the preservation of such land for commercial agricultural production constitutes an important physical, social, aesthetic, and economic asset to the County and is necessary to maintain the agricultural economy of the County and the State of California.

TERMS

1. EFFECTIVE DATE AND TERM OF CONTRACT. This Contract shall not become effective until January 1 of the year following: (1) the Owner's satisfaction of all of the County's conditions to approval of the Contract, if any; (2) the execution of the Contract by all of the Owners and the County; and (3) the recordation of the Contract in the Office of the Ventura County Recorder. The Contract shall be for a period of ten (10) years and the Contract shall automatically self-renew each year on the anniversary of its effective date (the "Renewal Date") for a period of one year with no action required by either party unless a Notice of Non-Renewal is given as provided in Government Code section 51245 and the LCA Guidelines or the Contract is otherwise terminated. This Contract may only be terminated as provided in paragraph 9 below.

2. USE OF PROPERTY. During the term of this Contract: (1) the Property shall be used only for agricultural or compatible uses as defined in the LCA and the LCA Guidelines (all other uses are excluded); and (2) the agricultural utilization requirements and standards for agricultural operations established by LCA Regulations must be maintained at all times. Notwithstanding, if the County subsequently eliminates a permissible use of the Property that was allowed on the effective date of the Contract

and the eliminated use existed on the Property on the date it was eliminated, then the use will continue to be permissible on the Property unless the Owner consents in writing to the elimination of the use.

3. CONTRACT RUNS WITH THE LAND. This Contract shall run with the land, which is defined herein as the Property, and shall be binding upon, and inure to the benefit of, all successors of interest to the Property including but not limited to heirs, tenants, lessees, representatives, and assignees of the parties.

4. SPECIAL PROPERTY TAX TREATMENT. This Contract shall constitute an enforceable restriction pursuant to section 8 of article XIII of the California Constitution and the LCA Tax Provisions. During the term of this Contract, the Property shall be taxed pursuant to the LCA Tax Provisions and any other applicable laws. Owner acknowledges that the LCA Tax Provisions prescribe the assessment methodology used by the Ventura County Assessor ("Assessor") and that the Property may be assessed differently than it was assessed prior to entering into this Contract. Owner further acknowledges that any representations or statements relating to the property tax consequences of entering into the Contract made by County employees or representatives, including Assessor staff, prior to the actual assessment of the Property by the Assessor under the LCA Tax Provisions, are merely informational and shall not be binding on the County.

5. OWNER TO PROVIDE ASSESSOR COMPLETED ANNUAL AGRICULTURAL QUESTIONNAIRE. Every year and as requested by the Assessor, Owner must fully complete and submit to the Assessor an Annual Agricultural Preserve Questionnaire provided by Assessor.

6. OWNER TO PROVIDE REQUESTED INFORMATION. The Owner shall provide to the County any information or documents that the County requests pertaining to the Owner's obligations under this Contract and the LCA Regulations, including but not limited to an agricultural land use sketch or other acceptable summary whenever material changes in land use occur.

7. ENFORCEABILITY OF CONTRACT. The Owner and the County may pursue whatever legal and equitable remedies are available to them to enforce the

terms of this Contract, including but not limited to compelling compliance or restraining a breach.

8. MATERIAL BREACH - UNAUTHORIZED STRUCTURES. The construction of a structure as described in Government Code section 51250 ("Section 51250"), subdivision (b), shall constitute a material breach of this Contract and the procedures and remedies provided in Section 51250 shall apply. Those remedies include but are not limited to monetary penalties, imposition of a lien and termination of the Contract on the portion of the Property made incompatible by the material breach. The California Department of Conservation may carry out the responsibilities of the County if the criteria contained in Section 51250, subdivision (r), are met.

9. TERMINATION OF CONTRACT. This Contract may only be terminated as provided herein or as authorized by law.

A. Rescission/Reentry. Should a change in the Contract or in the Property (e.g., by subdivision, adding non-contracted land, exchanging contracted land) be authorized by the LCA Regulations and other applicable laws, this Contract may be rescinded if: (1) all parties consent; and (2) a new LCA contract is simultaneously entered into in accordance with the LCA Regulations. The initial term of the new contract must be at least as long as the unexpired term of the Contract being rescinded but not less than ten (10) years.

B. Notice of Non-Renewal. Pursuant to Government Code section 51245, either the Owner or the County may serve upon the other party a Notice of Non-Renewal in accordance with the requirements, procedures and time frames established in the LCA Regulations. Once a Notice of Non-Renewal is recorded, the Contract shall no longer self-renew and shall remain in effect for the balance of the period remaining since its previous Renewal Date.

C. Cancellation. The Contract may be cancelled as provided by and in accordance with the LCA, primarily Government Code section 51280 et seq. (the "LCA Cancellation Provisions"), and the LCA Regulations. If the Owner desires to cancel the Contract, he/she/it must petition the Board to cancel (terminate) the Contract. Either the entire Contract may be cancelled, or just a portion of the Contract. Compliance with all procedures and substantive requirements provided by state law and the LCA

Regulations is a prerequisite to cancellation. The Board may only approve cancellation if the findings required by LCA Cancellation Provisions can be and have been made after a public hearing.

As a condition to cancellation of the Contract or any portion thereof, Owner must pay a cancellation fee as prescribed by state law in effect at the time of cancellation. This Contract shall not be cancelled as to all or any portion of the Property until Owner has paid in full the cancellation fee.

Cancellation or termination of the Contract may also be authorized by state law under provisions other than those mentioned herein. If so, those provisions of state law apply where applicable.

Upon termination of this Contract, the County shall record the appropriate documents in the Office of the Ventura County Recorder.

10. SUBDIVISION OF PROPERTY. The Property may only be subdivided as authorized by and in accordance with the law and the LCA Regulations in effect at the time of the subdivision.

11. LOT LINE ADJUSTMENT. Lot line adjustments are only permitted as authorized by law and in accordance with the LCA Regulations in effect at the time of the proposed lot line adjustment.

12. EMINENT DOMAIN. If the Property is subject to condemnation by eminent domain, is acquired by eminent domain, or is acquired in lieu of eminent domain as provided in Government Code section 51295, the status of the Contract and the obligations of the parties shall be governed by Government Code section 51295 and all other applicable laws.

13. WARRANTY OF OWNERSHIP OF PROPERTY AND AUTHORITY TO CONTRACT. Each person or entity signing this Contract represents and warrants that: (1) he/she/it is authorized to enter into this Contract and has the legal right and ability to bind the Property; and (2) that any and all parties with rights, title or interest in the Property affecting the surface are aware of and have agreed to the terms of this Contract and have executed this Contract as Owners.

14. INDEMNIFICATION. Owners shall be jointly and severally liable for, and shall indemnify, defend and hold the County, its employees, officers and agents

harmless against any and all claims, losses, expenses or liability arising from this Contract, including but not limited to the failure or alleged failure of this Contract to bind or restrict the Property, claims made by the California Department of Conservation and/or claims arising out of the termination or attempted termination of this Contract.

15. ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY. This Contract constitutes the entire agreement of the parties with respect to the matters referred to herein. There are no agreements outside this written integration. This Contract may not be modified by any party by oral representations made before or after the execution of this Contract. All modifications must be in writing and signed by all parties. If any provision herein is invalid, it shall be considered deleted, and shall not invalidate the remaining provisions.

16. COSTS AND FEES. Owner shall pay to the County the fees and costs incurred by the County and its agents in administering and enforcing the Contract. Reimbursable costs include, but are not limited to, costs incurred in reviewing and/or processing changes to the Contract, monitoring compliance with the Contract terms, enforcing Contract terms and any costs arising out of the application for, processing and conducting proceedings to terminate or cancel the Contract regardless of whether the Contract is ultimately terminated or cancelled. The costs charged shall not exceed the reasonable costs of services provided by the County.

17. RULES OF CONSTRUCTION. All references to statutes, ordinances, rules, LCA Guidelines or resolutions shall include any subsequent amendments thereto. In the event of conflict, to the extent that state statutory language is mandatory in nature, it shall govern. The general rules of construction in the event of any ambiguity or conflict shall be that construction most consistent with the purposes of the LCA and the LCA Guidelines. Both the Owner and the County intend the terms, conditions and restrictions of this Contract to be more restrictive than contracts authorized by the LCA.

18. WAIVER. The waiver by one party of the performance of any term or condition of this Contract shall not be considered a waiver of any other terms or conditions or the future performance of the same term. The waiver of a breach of any term of this Contract by any party shall not be construed to be a waiver of any succeeding breach of the same or other terms of this Contract.

19. NOTICES. All notices required by this Contract shall be given by registered United States mail, postage prepaid and addressed as follows:

TO OWNER(S): Peter Thille
Dorcas H. Thille Revocable Living Trust
135 N. Evergreen Drive
Ventura, CA 93003

TO THE COUNTY: County of Ventura
Resource Management Agency
Planning Division - LCA Program, L#1740
800 South Victoria Avenue
Ventura, California 93009

Either party may designate a different address by giving written notice as set forth above.

20. SIGNATURE IN COUNTERPARTS. This Contract may be executed in counterparts by all parties.

Attachments:

Exhibit A - Legal Description
Exhibit B - Location and Contract Boundary Map

Authorized Signature:

Kristina Roodsari Boero
Kristina Roodsari Boero, LCA Program Manager
Ventura County Planning Division

11-14-2023
Date

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 VENTURA

On November 14, 2023, before me, Luz Elarde Juachon, Notary Public, personally appeared Kristina Roodsari Boero, who 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 the person, or the entity upon behalf of which the person 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 Luz Elarde Juachon
Signature of the Notary Public



(Seal)

OWNERS: Dorcas Thille an undivided one-half (1/2) interest and Dorcas H. Thille, Trustee of the Dorcas H. Thille Revocable Living Trust dated February 1, 2002, an undivided one-half (1/2) interest

By: *Dorcas H. Thille*
Dorcas Thille an undivided one-half (1/2) interest of the Dorcas H. Thille Revocable Living Trust dated February 1, 2002, an undivided one-half (1/2) interest

By: *Dorcas H. Thille*
Dorcas H. Thille, Individually

By: *Dorcas H. Thille*
Dorcas H. Thille, Trustee of the Dorcas H. Thille Revocable Living Trust dated February 1, 2002

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.

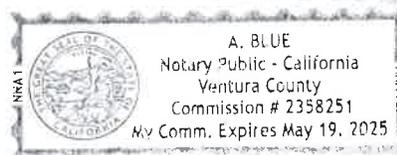
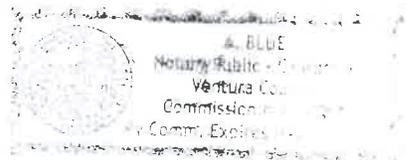
STATE OF CALIFORNIA)
COUNTY OF VENTURA)

On Ventura, before me,
A. Blue, Notary Public, personally appeared
Dorcas Thille, 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 *A. Blue* (Seal)
Signature of the Notary Public



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 Ventura)

On 10/24/23 before me, A. Blue, Notary Public
(insert name and title of the officer)

personally appeared Dorcas Thille,
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 A
APNs 109-0-061-070, -080

Parcel 1

An undivided one-half interest in that certain parcel of real property located in the County of Ventura, State of California, described as:

A part of Lot 47, as said lot is designated and delineated upon that certain map of the Rancho Las Posas, Ventura County, California, recorded in Book 3 of Miscellaneous Records (Maps) at page 22, and particularly described as:

Beginning at a 2" galvanized pipe set at corner "S.5" common to said Lot 47 and Lot 46 of said Rancho at a point in the South line of Los Angeles Avenue; thence with line between said Lots 46 and 47,

- 1st: South 0° 01' East 2773.5 feet to a 2" pipe set in cement at corner "S.10" common to said Lot 47 and Lot 49 on the West line of Lot 46 of said Rancho; thence with line between said Lots 47 and 49
- 2nd: North 89° 57' West 1080.7 feet to a 2" x 4" pipe from which a 2" x 4" pipe set at the location of post "S.9" at the head of a deep barranca bears North 89° 57' West 41.8 feet; thence,
- 3rd: North 2772.5 feet; at 198.0 feet pass through a 2" x 4" pipe; at 2772.5 feet a 2" x 4" pipe set in the South line of Los Angeles Avenue; thence,
- 4th: East 1079.9 feet to the point of beginning.

EXCEPTING therefrom that part thereof described in deed of J. N. Thille and Elizabeth U. Thille, his wife, to John K. Thille, dated May 6, 1953, recorded May 8, 1953, in Book 1132, page 532, Official Records of said Ventura County. Containing 49.974 acres more or less.

SUBJECT TO:

- 1st: Rights, if any, for the development, storing, distribution and use of water as reserved in the deed of the Las Posas Land and Water Company to Las Posas Water Company, dated October 31, 1892, and recorded in Book 38 of Deeds at page 1, to which record reference is hereby made for full particulars.
- 2nd: Rights of way as reserved in the deed of Las Posas Land and Water Company to F. W. Gerberding, dated December 13, 1893, and recorded in Book 41 of Deeds at page 250, to which record reference is hereby made for full particulars.
- 3rd: A right of way for road purposes, as conveyed by Mary Osomsson and J. N. Thille and Elizabeth U. Thille, his wife, et al. to Ventura County, by deed dated August 24, 1927, and recorded in Book 168 of Official Records at page 214, records of Ventura County.

Exhibit A
Proposed LCA Contract No. 51-5.58
Legal Description

Parcel 2

An undivided one-half interest in that certain parcel of real property situated in the County of Ventura, State of California and described as:

The East 30.00 acres of the West 60.00 acres of Lot 47, as said lot is designated and delineated upon that certain map of the Rancho Las Posas, Ventura County, California, recorded in Book 3, Miscellaneous Records (Maps) at page 22 and particularly described as follows:

Beginning at a 2" x 4' pipe set in the South line of Los Angeles Avenue distant East 440.4 feet from a 2" x 4' pipe set at the Northwest corner of said Lot 47; thence from said point of beginning,

1st: South 2900.5 feet, at 2774.0 feet pass through a 2" x 4' pipe, at 2900.5 feet a point in a deep barranca in the Northerly line of Lot 49 of said Rancho; thence, with line between said lot 47 and 49 following the general course of said barranca,

2nd: North 73° 02' 30" East 439.0 feet to a 2" x 4' pipe set at the location of post "S.9" at the head of said deep barranca; thence continuing with line between said Lots 47 and 49,

3rd: South 89° 57' East 41.8 feet to a 2" x 4' pipe distant North 89° 57' West 1080.7 feet from a 2" pipe set in cement at the corner "S.10" common to said Lots 47 and 49 on the East line of Lot 46 at said Rancho Las Posas; thence,

4th: North 2772.5 feet, at 198.0 feet pass through a 2" x 4' pipe, at 2772.5 feet a 2" x 4' pipe set in the South line of Los Angeles Avenue at a point distant West 1079.9 feet from a 2" galvanized pipe set at corner "S.5" common to said Lots 46 and 47; thence,

5th: West 461.7 feet to the point of beginning and containing 30.00 acres.

SUBJECT to the rights of way if any for the development, storing, distribution and use of water as reserved in the deed of Las Posas Land and Water Company to Las Posas Water Company, dated October 31, 1892, and recorded in Book 38 of Deeds at page one to which deed and the record thereof reference is hereby made for full particulars.

ALSO SUBJECT to the rights of way if any reserved in deed of Las Posas Land and Water Company to F. W. Gerberding dated December 13, 1893, and recorded in Book 41 of Deeds at page 250 to which deed and the record thereof reference is hereby made for full particulars.

J. N. Thille
48-267

APN 109-0-061-150

DESCRIPTION
COUNTY OF VENTURA
STATE OF CALIFORNIA

Being a portion of Lot 47, Rancho Las Posas as per map on file in the office of the County Recorder of Ventura County in Book 3, Miscellaneous Records at page 22 and particularly described as follows:

Beginning at a 2 inch pipe, set in cement at corner "S-10" common to Lots 47 and 49 on the west line of Lot 46 of said Rancho; thence along line between Lots 47 and 49,

1st North 89° 56' West 1080.83 feet to a 2 inch pipe, thence,

2nd North 125.26 feet to a point in the bed of a barranca; thence along said barranca,

3rd North 45° East 1528.03 feet along the center line of Drainage Ditch Reservation as reserved in Deed from Las Posas Land and Water Company on file in the office of the County Recorder of Ventura County in Book 41, Deeds, at page 250 to a point in the line common to Lots 47 and 46; thence along said line,

4th South 0° 01' East 1207.00 feet to the point of beginning.

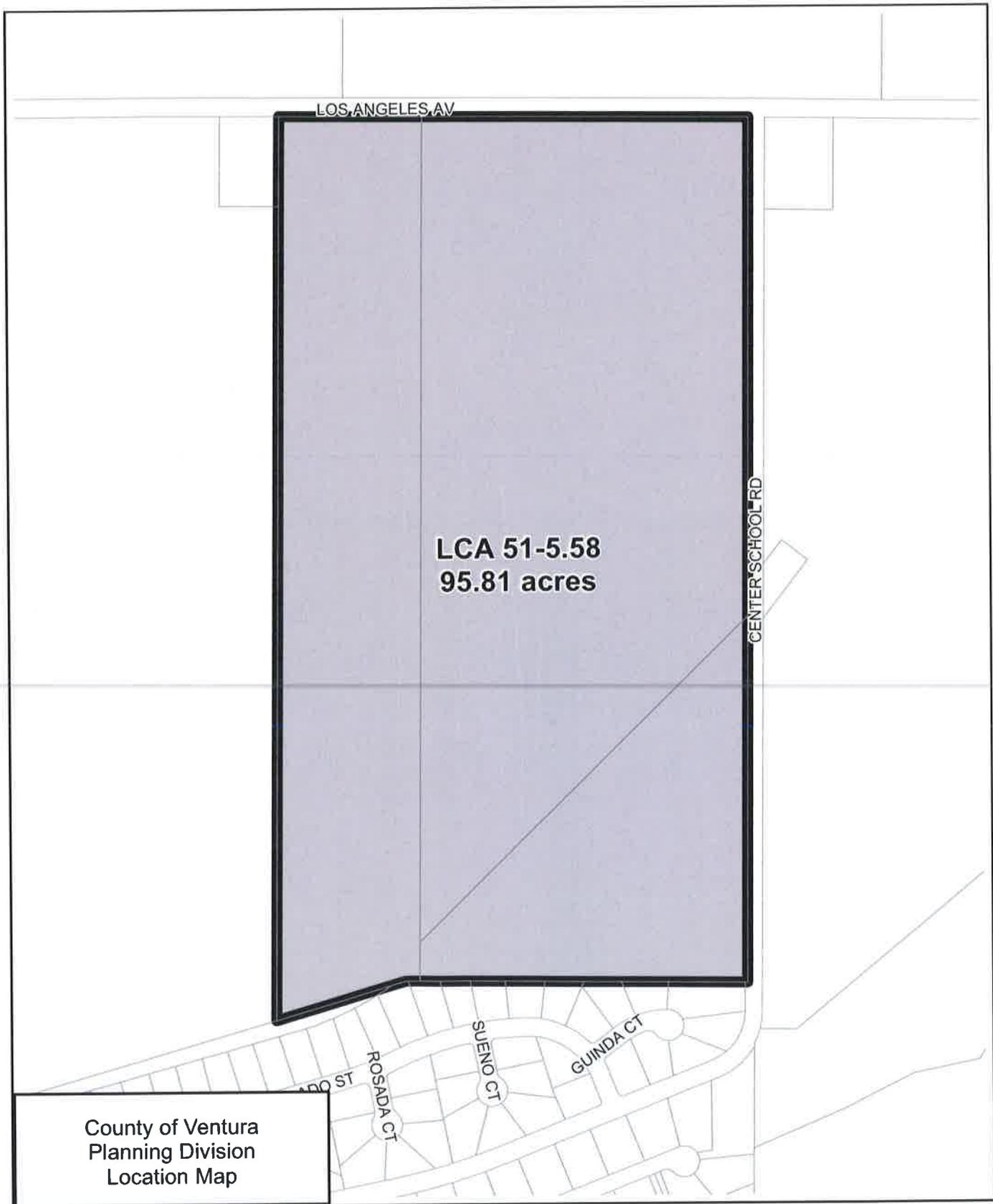
EXCEPTING THEREFROM all that portion of the above described parcel of land lying within Center School Road, a County Road now 50 feet in width.

SUBJECT TO

EXCEPTING THEREFROM all that portion of the above described parcel of land lying within right of way as reserved in the deed of Las Posas Land and Water Company to F. W. Gerberding, dated December 13, 1893, and recorded in the office of the County Recorder of Ventura County in Book 41 of Deeds at page 250.

Subject to rights of way, if any, for the development, storing, distribution and use of water as reserved in deed to Las Posas Land and Water Company, dated October 31, 1892 and recorded in the office of the County Recorder of Ventura County in Book 38 of Deeds at page 1.

BENNETT ENGINEERING CO.
133 SO. MISSION STREET
SANTA ANA, CALIFORNIA



Ventura County
Resource Management Agency
Information Systems GIS

Printed on: 8/1/2023

Exhibit B
Proposed LCA Contract 51-5.58
Location and Contract Boundary Map

