

VEST. CD	DOC. TYPE	PCT. INT. APL	BATCH SEQ.	DATE WORKED	DATE ENTRY
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TRA. SPLIT (Y)	EFF. DOC. DATE	DOC. HSI	(DOC. NR)	(DOC. DT)	(APL. CD) (DOC. TYPE) (RSN. CD)

AO-SY SD 04 (12/87) NO DELETIONS ALLOWED STRAIGHT TRANSFER

RECORDING REQUESTED BY:

SOUTHLAND SOD FARMS, INC.

Ventura, County Recorder
 RICHARD D. DEAN
DOC- 2000-0203772-00
 Root 73-RMAP - Resource Mgmt Agency-Planning
 Wednesday, DEC 27, 2000 15:29:13
 Ttl Pd \$0.00 Nbr-6000306776
 TAL/C3/1-13

RETURN RECORDED DOCUMENTS TO:

RESOURCE MANAGEMENT AGENCY
 PLANNING DIVISION
 MILADA ALLEN, LCA PROGRAM MANAGER

(This space is reserved for the Recorder's use)
 COUNTY OF VENTURA • RESOURCE MANAGEMENT AGENCY • PLANNING DIVISION

LAND CONSERVATION ACT

CONTRACT NO. LCA 29-1.10

THIS CONTRACT, made and entered into by and between SOUTHLAND SOD FARMS, INC., hereinafter referred to as "OWNER," and the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY."

WHEREAS, OWNER possesses certain real property located in the COUNTY, described in Exhibit "A" attached hereto, which is presently devoted to agriculture and land uses determined to be compatible with agriculture, pursuant to State law, the Ventura County Zoning Ordinance, and the County's current "Revised LCA Guidelines for Implementation of the California Land Conservation Act (LCA) of 1965 (The Williamson Act); and Administration of the LCA Program, Agricultural Preserves (AGPs), Farmland Security Zone Areas (FSZAs), and LCA Contracts" (LCA Guidelines); and

WHEREAS, said property is located within the boundaries of an agricultural preserve established by the COUNTY pursuant to California Government Code Sections 51200, et seq., and the COUNTY LCA Guidelines adopted by a Resolution dated December 6, 2000; and

WHEREAS, both OWNER and the COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature conversion of such lands to non agricultural uses, and recognize that such lands have definite value as open space and that preservation of agricultural land for commercial agricultural production constitutes an important physical, social, aesthetic, and economic asset to maintain the agricultural economy of the COUNTY and the State of California; and

WHEREAS, the parties have determined that agriculture is the highest and best use for the property subject to this Contract; and

WHEREAS, both OWNER and the COUNTY intend that the terms, conditions and restrictions of this Contract be substantially similar to, or more restrictive than contracts authorized by the Land Conservation Act of 1965; and

WHEREAS, OWNER and the COUNTY intend this Contract to be an enforceable restriction under the applicable provisions of the California Revenue and Taxation Code, Sections 421 et seq.

LCA 29-1.10

County of Ventura
 Planning Commission Hearing
 Case No. PL24-0024
 Exhibit 7 - LCA Contract 29-1.10

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NOW, THEREFORE, the parties to this Contract, in consideration of mutual covenants and conditions set forth herein and substantial public benefits to be derived therefrom, do hereby contract as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, Part 1, Division 1, Title 5, California Government Code, commencing with Section 51200) and is subject to all provisions thereof and other related provisions of the said Act applicable to this Contract. This Contract is further entered into pursuant to and subject to the current laws and Ventura County LCA Guidelines and Zoning Ordinances relevant to the Agricultural Exclusive (A-E) zone (Sections 8104-1.2, 8105-4, 8109-0, 8109-1, and 8111-2.1, et. seq.) and Coastal Agricultural (C-A) zone (Sections 8173-2, 8174-4, 8174-5.2, 8175-2, 8175-5.2, et seq.).
2. During the term of this Contract and any extension thereof, the real property described in Exhibit "A" shall be used for, and shall not be used for any purpose except for the production of agricultural commodities for commercial purposes, or compatible uses determined to be qualifying and compatible pursuant to State law and applicable LCA Guidelines.
3. The Board of Supervisors of Ventura County may – from time to time and during the term of this Contract, or any extension thereof, – by resolution, add to those uses listed in the LCA Guidelines provided that: 1) said Board shall not eliminate without the written consent of the current OWNER a Contract-specific compatible use during the term of this Contract, or any extension thereof, if said use was permitted at the time this Contract was executed; and 2) any added compatible use, which is not permitted at the time this Contract is executed, may be eliminated by said Board without the written consent of OWNER. Notwithstanding the foregoing, this Contract shall not be construed to restrict in any way the COUNTY'S authority to amend its zoning ordinances; nor shall it be construed to permit any uses not permitted by, or to excuse compliance with, the applicable zoning ordinances as amended from time to time.
4. This Contract shall be effective commencing on January 1, 2001, and shall remain in effect for a period of ten (10) years for LCA Contracts (10-year self-renewing Contracts), or for a period of twenty (20) years for FSZA/LCA Contracts (20-year self-renewing Contracts), therefrom and during all automatic extensions of this Contract.

Unless notice of nonrenewal, as to all or a portion of the property subject to this Contract, is given as provided for in the Government Code (Section 51245), this Contract shall be automatically extended for a period of one (1) year on the same date as its effective annual commencement date (determined by recordation of nonrenewal and applicable tax assessment lien dates) through the end of the term of this Contract and its extensions and there shall be a ten-year term of restriction for all property in LCA Contracts, or a twenty-year term of restriction for all property in FSZA/LCA Contracts, at all times. Under no circumstance shall a notice of renewal be required of either party to effectuate the automatic renewal provisions of this paragraph.

5. OWNER shall not receive any payment from the COUNTY in consideration of obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of effects of this Contract on the method of determining the assessed value of land described in Exhibit "A" and the OWNER'S desired limitations on its use.
6. This Contract shall run with the land described in Exhibit "A," and generally depicted in Exhibits "B" and "C," and shall be binding upon the

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heirs, successors, tenants, lessees, representatives, and assignees of the parties hereto.

7. A title report or policy of title insurance was submitted showing all holders (except public utilities and public entities, including but not limited to the Federal, State, County, or City Governments or any public district or agency) of any right, title or interest in or affecting the surface, and all holders of such interests have signed this Contract as OWNERS. Each person signing as OWNER, for himself, his heirs, successors in interest, representatives and assignees, agrees he shall be jointly and severally liable for and agrees to pay cancellation fees, and damages, including liquidated damages for any violation of land use restrictions under this Contract by any person, corporation, association, partnership, trust, or any other entity (except public utilities and public entities) having any right, title or interest in the land subject to this Contract, regardless of whether such persons have signed this Contract, and regardless of any action or inaction, concurrence, acquiescence, or ratification by the COUNTY, or its successors in interest. Each person signing as OWNER, is hereby released from liability under this paragraph arising after such person has been divested of all right, title and interest in or affecting the surface use of all, or a portion of, the land subject to this Contract.
8. This Contract may be canceled as to all or any portion of the land subject to this Contract only upon a request by OWNER as provided in Article 5 and Article 7 of the California Land Conservation Act of 1965 (Government Code, Article 5, Section 51280 et seq. and Article 7, Section 51296). Such cancellation shall only occur if the Board of Supervisors finds that the cancellation is consistent with the purposes of the Land Conservation Act of 1965, OR that such cancellation is in the public interest, and makes all findings required by the Government Code (Sections 51280 et seq. and Article 5, Section 51282 and Article 7, Section 51296).

It is understood by the parties to this Contract that the existence of an opportunity for another use of land subject to this Contract shall not be sufficient reason for the cancellation of restrictions imposed herein; and that any uneconomic character of existing use shall not be considered unless there is no other reasonable or comparable agricultural use for said land. This Contract shall not be cancelled if at the hearing, or prior thereto, the owners of more than fifty percent (50%) of the acreage, subject to ongoing Land Conservation Act Contracts or Agreements located within the Contract-specific agricultural preserve, protest such cancellation in writing to the Board of Supervisors.

Should the Board of Supervisors approve a cancellation request, then, in addition to the cancellation fee payable as deferred taxes set forth in Section 51283 of the Government Code, OWNER shall pay to the COUNTY an additional cancellation fee (hereinafter referred to as additional cancellation fee) not payable as deferred taxes but equal to 2% of the unrestricted full cash value multiplied by the number of years remaining under the Contract; provided, however, no additional cancellation fee shall be payable if the cancellation occurs after twenty (20) years from the effective commencement date determined by paragraph 4 above.

All moneys payable hereunder including damages and cancellation fees, are to be paid to the COUNTY, regardless of succession to its rights and obligations. After deduction of COUNTY'S administrative expenses, the COUNTY shall distribute such moneys to each taxing agency existing in the fiscal year of collection in the tax rate areas in which the parcels of the property subject to this Contract are located in the same proportion that each taxing agency's tax rate in the fiscal year of collection bears to the

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total tax rate of the tax rate area in the fiscal year of collection. Each such taxing agency is hereby declared to be a third party beneficiary of this Contract only for the purpose of receiving such monies.

For the express benefit of each taxing agency referred to above, the Board of Supervisors shall not waive nor defer all or any portion of the payment of any cancellation fee.

This Contract shall not be canceled as to all or any portion of land subject to this Contract until and unless OWNER has paid in full the cancellation fee payable as deferred taxes and the additional cancellation fee.

9. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed, or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed. Upon the termination of such a proceeding, this Contract shall be null and void but only as to that portion of land actually taken or acquired.

When an action to condemn or acquire less than all of a parcel of land subject to this contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired provided, however, that should the land remaining in the Contract fail to qualify, the OWNER, heirs, successors, representatives, and assignees of the parties hereto shall immediately file and record a Notice of Nonrenewal (entire or portion) whether or not a request to do so has been made by the County.

If, subsequent to such filing or acquisition, the proposed condemnation is abandoned by the condemnor as to all or a portion of the land subject to this Contract, as to such land, the rights, obligations, terms and conditions of this Contract shall be reinstituted and shall be in full force and effect provided that all other requirements and eligibility criteria have been met for the land that is not subject to such acquisition. Should this land fail to qualify, the OWNER, heirs, successors, representatives, and assignees of the parties hereto shall file and record a nonrenewal for the said land on whether or not a request to do so has been made by the County.

10. If OWNER materially breaches this contract, OWNER shall pay the COUNTY one half percent ($\frac{1}{2}\%$) of the restricted assessed value of the land subject to this Contract per day for each day OWNER is in breach as liquidated damages. It is understood and agreed that damages for material breach of this Contract by OWNER are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by the COUNTY and OWNER that one half percent ($\frac{1}{2}\%$) of the restricted assessed value of the land is the actual damage to the COUNTY, and the general public caused by a material breach of this Contract by OWNER, and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the OWNER remedies or has commenced and thereafter diligently pursues such action required to remedy any material breach within sixty (60) days after the date written notice of said material breach is sent to OWNER by the COUNTY. Each term and condition of this Contract shall be deemed to be both a covenant and a condition.
11. The provisions of this Contract may be enforced by the COUNTY in an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood that nothing herein contained shall constitute a waiver of any right which the

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COUNTY may now or in the future have to seek specific performance of this Contract or other injunctive relief. It is further understood and agreed that these remedies are not exclusive, and both OWNER and the COUNTY may pursue their legal and equitable remedies.

It is further agreed that in the event OWNER violates any term or condition of this Contract resulting in a material breach thereof, OWNER, heirs, successors, representatives, and assignees of the parties hereto shall become obligated to pay such sum as the court shall fix as reasonable attorney fees in any action taken to enforce said terms and conditions.

12. Each person signing as OWNER upon request of the COUNTY, shall provide information relating to OWNER's obligations under this Contract and any other information that may be required by the COUNTY, including, but not limited to, completion of an annual agricultural preserve questionnaire administered by the Ventura County Assessor. A completed questionnaire must be returned to the Ventura County Assessor annually or as requested. An agricultural land use sketch or other acceptable summary shall be provided to the Planning Division of the County to update Contract information when substantial changes in land use occur or as and whenever requested by the COUNTY.
13. If this Contract is terminated by (a) notice of nonrenewal; (b) cancellation; or (c) nullification by condemnation, the COUNTY shall record the appropriate documents in the County Recorder's Office.
14. Legal lots of record subject to this Contract may not be divided into smaller lots, including by lot line adjustments, for any purpose unless both of the following two requirements are met:
 - (a) Such action must be effected by a final map, parcel map, or a parcel map waiver approved in compliance with the Subdivision Map Act (Gov. Code § 66410 et seq.) and applicable local ordinances; and
 - (b) As of the date on which the agency having authority to grant or deny approval of such action conducts any hearing to determine whether such action should be approved, each legal lot which would result from such action must meet all of the state and local requirements which such lots would have to meet in order to qualify for a new Land Conservation Act Contract pertaining only to it and not to the other lots; and

The agency having authority to approve or disapprove the final map, parcel map, parcel map waiver, or lot line adjustment, shall have final authority to determine, on the basis of evidence presented to it at the hearing on such action, whether the resulting legal lots would meet the requirements set forth in subparagraph (b) above. The person applying for approval of such action shall have the burden of proving that the resulting lots would meet all such requirements.

Exchange of contracted land for previously non-contracted land, or between contracts is subject to the Board of Supervisors approval or denial pursuant to findings. If this exchange is contingent on and in conjunction with a lot line adjustment between two or more legal lots, the Board of Supervisors must make all findings pursuant to the Government Code Section 51257.

If land subject to this Contract is lawfully divided into two or more ownerships, the moneys payable under this Contract, including damages and cancellation fees, shall be separately calculated for each ownership in proportion to the assessed value of each ownership.

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15. All references to statutes, ordinances, rules, or resolutions 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 intents and purposes of the Land Conservation Act and the County's LCA Guidelines.
16. Each person signing as OWNER, represents that he has the legal right and ability to bind the real property described in Exhibit "A", attached thereto, by execution of this Contract, and agrees for himself, his heirs, successors in interest, representatives and assignees, that he shall be jointly and severally liable for, and shall indemnify, defend and hold the COUNTY harmless against, any and all claims by, or liability to any person, and any and all revenues lost to, or expenses (including, without limitation, attorney's fees) reasonably incurred by the COUNTY as a result of his failure or alleged failure to bind said real property by execution of this contract.
17. This Contract embodies the entire agreement, between the parties to this Contract. It may not be modified or terminated except as herein provided. If any provision herein is invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
18. All notices required by this Contract shall be given by registered United States mail, postage prepaid and addressed as follows:

TO OWNER(S): Southland Sod Farms, Inc.
P.O. Box 579
Port Hueneme, CA 93044-0579

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 notice as set forth above.

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COUNTY OF VENTURA

By: Kathy I. Long Chair, Board of Supervisors

Date: 12-05-00



STATE OF CALIFORNIA
COUNTY OF VENTURA

On Dec 5, 2000, before me, Fidela Garcia,
Date

Deputy County Clerk, personally appeared Kathy I. Long,
Name of Signer

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

WITNESS my hand and official seal.

RICHARD D. DEAN, County Clerk,
County of Ventura, California



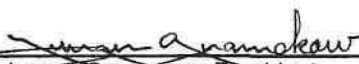
By: Fidela Garcia
Deputy Clerk


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OWNERS:

**SOUTHLAND SOD FARMS, INC.,
A CALIFORNIA CORPORATION:**

By:  Date: 12/21/00
Jurgan Grackow, President

By:  Date: 12-21-00
Jimmy Ray Bushong, Secretary (Officer)

(Each signature of OWNER(S) must be acknowledged by a Notary utilizing appropriate, current acknowledgement forms. Only original signatures shall appear on the recording document. Please return notarized forms to Dr. Milada Allen, LCA Program Manager.)

Attachments:

- Exhibit "A" - Legal Description
- Exhibit "B" - APN Map - General Contract Boundary
- Exhibit "C" - General Location Map

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Ventura
 On December 21, 2000 before me, Holly Jean Marsh, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Jurgen Gramckow, Pres. and Jimmy Ray Bushong, Sec.
Name(s) of Signer(s)

☒ personally known to me - OR - ☐ 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.

Holly Jean Marsh
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 Act Contract
 Document Date: 12/21/00 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jurgen Gramckow Signer's Name: Jimmy Ray Bushong

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Southland Sod Farms

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Southland Sod Farms

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EXHIBIT "A"

Being a portion of Subdivisions 2, 3, and 8 of Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California as per partition map filed in the office of the County Clerk of said County, in that certain action entitled, "Thomas A. Scott, et al., Plffs., vs. Rafael Gonzales, et al., Defts" described as follows:

Parcels 2 and 4 as described in the deed to Southland Sod Farms, Inc., a California Corporation, recorded January 7, 1998, as instrument No. 98-002334 of Official Records of said County.

Together with that parcel as described in the deed to Southland Sod Farms, a California Limited Partnership, recorded August 20, 1996, as instrument No. 96-114197 of Official Records of said County.

Excepting therefrom those parcels as described in the deed to Ventura County Flood Control District, recorded November 19, 1997, as instrument No. 97-155969 of Official Records of said County.

Joseph P. Tennyson, Jr.
Joseph P. Tennyson, Jr.
LS 5983 (Exp. 12/31/00)

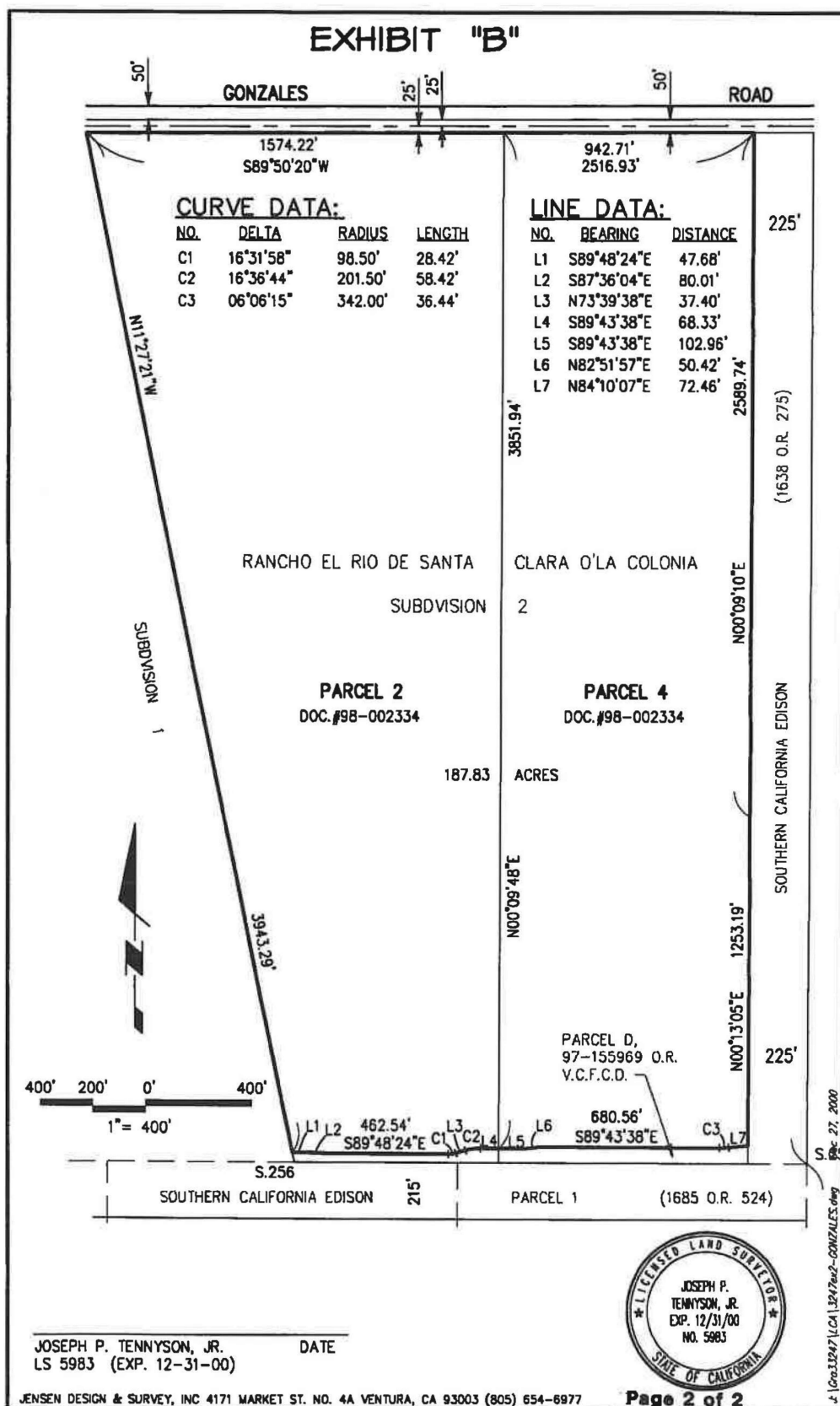
12.27.00
Date



LEGAL DESCRIPTION FOR LCA 29-110

K:\Gra33247\Exhibits\LCAGONZALES Parcel 2,4.wpd

STRAIGHT TRANSFER

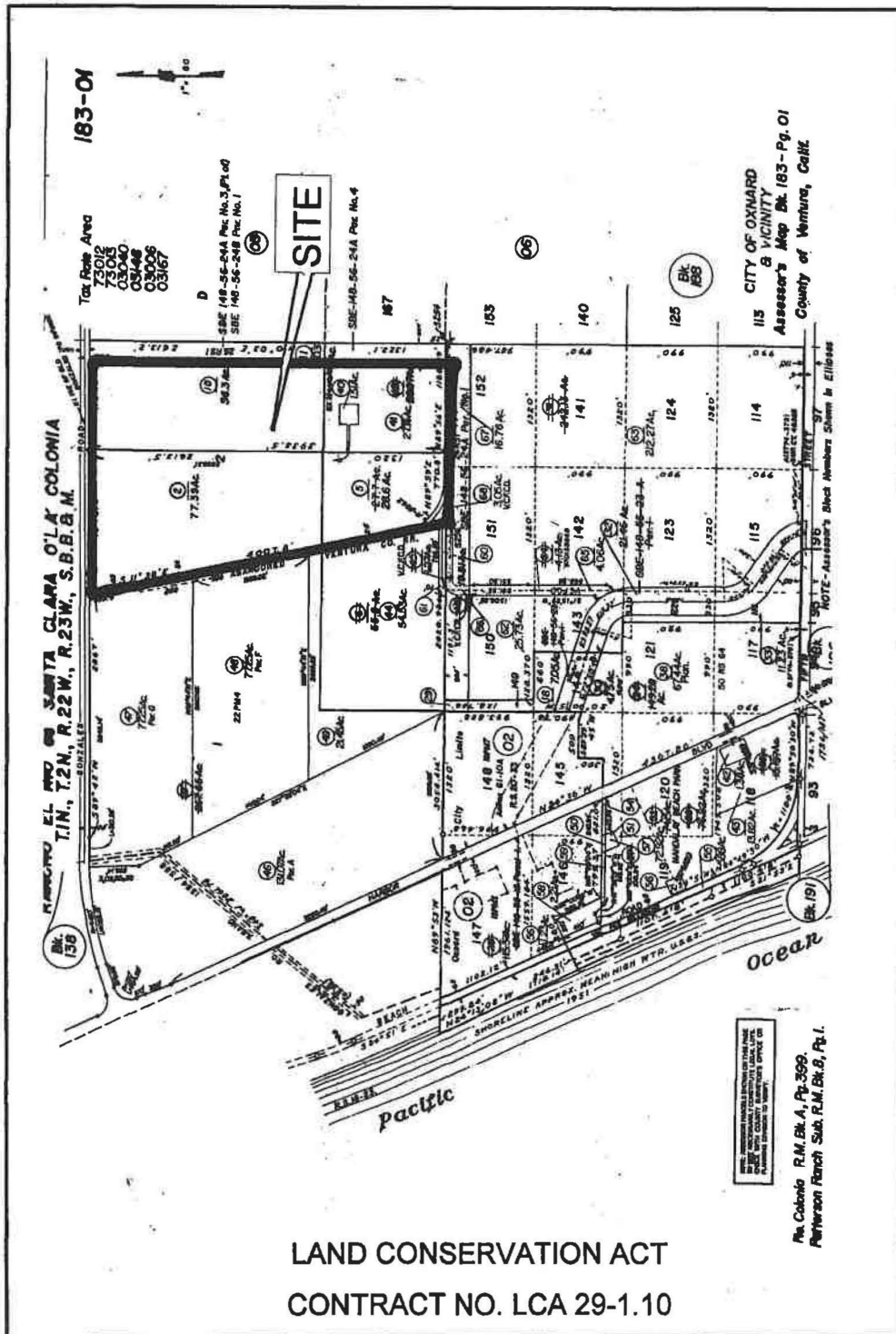


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Ventura County, California
Resource Management Agency
Planning Division

APN MAP
183-0-010-025, -055, -105
415, -400

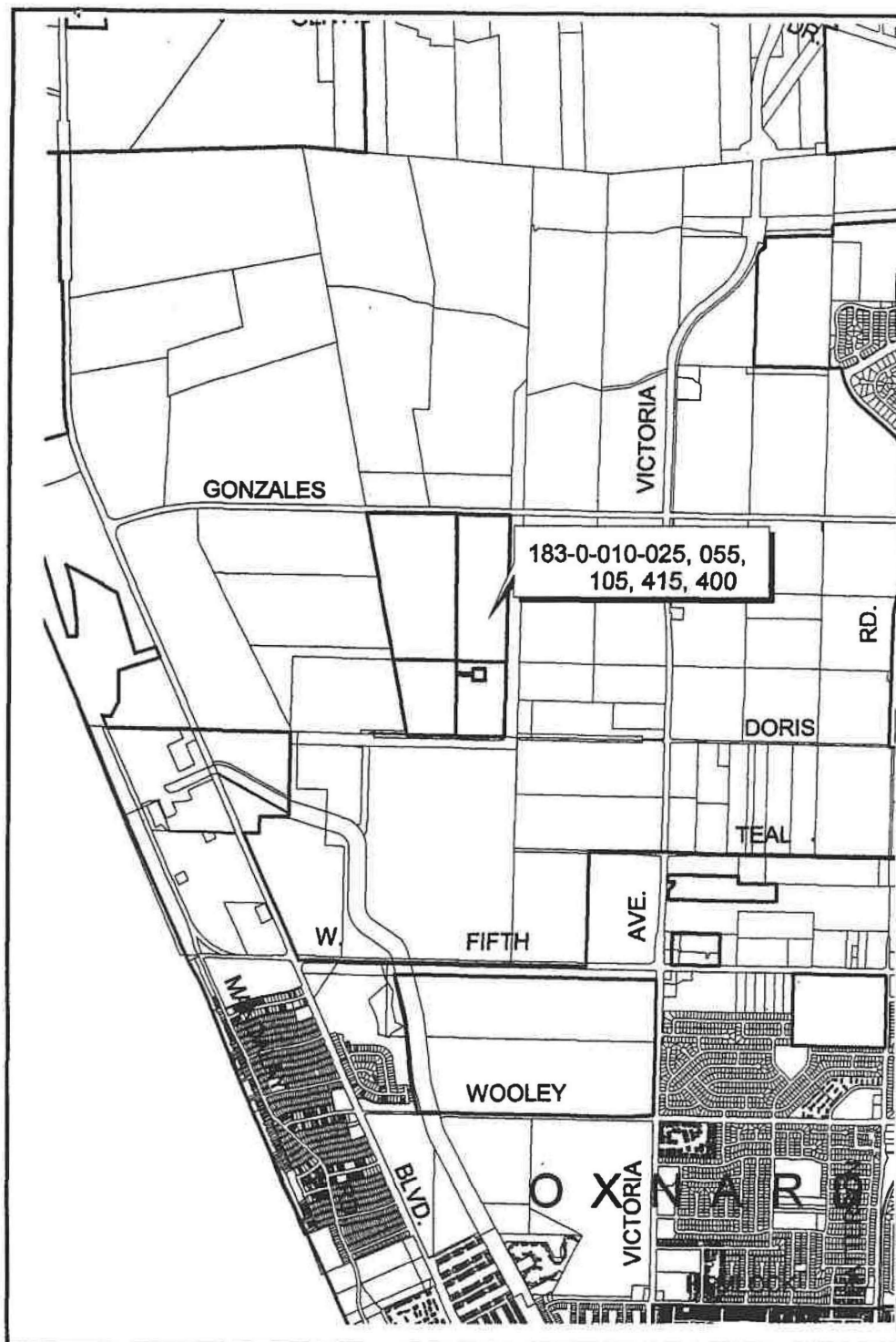
EXHIBIT B

VEST. CD	DOC. TYPE	PCT. INT. APL	BATCH SEQ.	DATE WORKED	DATE ENTRY
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Ventura County, California
Resource Management Agency
Planning Division

Site Location
CONTRACT NO. LCA 29-1.10

2000 0 2000 Feet

EXHIBIT C

