

No recording fee per Gov. Code Sec. 27383

RECORDING REQUESTED BY:

The Nature Conservancy, a District of Columbia non-profit corporation
532 E. Main Street, Suite 200
Ventura, CA 93001

RETURN RECORDED DOCUMENTS TO:

County of Ventura
Resource Management Agency
Planning Division L#1740
Andrea Ozdy, LCA Program Planner

ASSESSOR'S PARCEL NOS.: 046-0-160-390 and 046-0-160-400
CASE NO: PL12-0071

COUNTY OF VENTURA • RESOURCE MANAGEMENT AGENCY • PLANNING DIVISION

LAND CONSERVATION ACT CONTRACT NO. 3-10:1.1

**FSZA/LCA OPEN SPACE/WILDLIFE HABITAT
20-YEAR CONTRACT**

This contract ("Contract") is entered into by and between The Nature Conservancy, a District of Columbia non-profit corporation ("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, including sections 51296 et seq., pertaining to Farmland Security Zones ["FSZ Statutes"]) (collectively the "LCA"), the LCA Guidelines adopted by the County Board of Supervisors by Resolution dated July 25, 2006 (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

County of Ventura
Board of Supervisors Hearing
PL12-0071
Exhibit 22
Proposed Contract 3-10:1.1

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.

B. Owner owns the real property described in Exhibit A consisting of approximately **111 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. As of the date of preparation of this Contract, approximately 82 acres of the Property is within the Santa Clara River ("River") and the remaining 29 acres is currently being cultivated in agricultural row crops ("Agricultural Use of Property").

C. The Owner intends to acquire additional properties along the natural flooding boundaries of the River and to revert and restore the Property to open space and riparian habitat. The Property will be devoted to open space uses and uses compatible with open space as required by the LCA Regulations. It is located within a wildlife habitat area as defined in the LCA Guidelines and also within the boundaries of an Agricultural Preserve and a Farmland Security Zone Area established by the County. Therefore, the Property qualifies for entry into an open space/wildlife habitat contract pursuant to the FSZ Statutes and the LCA Regulations.

D. Both Owner and the County desire to limit the use of the Property to open space/wildlife habitat protection and compatible uses in order to preserve it as such, recognizing that the Property has a definite value as open space and that the preservation of such land for wildlife habitat and open space constitutes an important physical, social, aesthetic, and economic asset to 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 twenty (20) 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

A. Conversion of Agricultural Use of Property to Open Space

- 1) No new agricultural uses shall be introduced on the Property.
- 2) During the 20 years following the effective date of this Contract, Owner shall diligently pursue termination of the Agricultural Use of the Property and implementation of the Restoration Plan defined below ("Agricultural Phase Out").
- 3) No later than 20 years from the effective date of this Contract, the Agricultural Use of the Property must be terminated; the Property must be in use only as open space as authorized by Government Code section 51205 with only compatible uses as both are defined in the LCA Regulations (all other uses are excluded); and the Restoration Plan must be implemented.

B. Restoration Plan

The Owner shall prepare and implement a detailed site-specific habitat restoration plan for the Property that must include, but is not limited to, a thorough study of baseline conditions of the floodplain, an identification of the type and location of existing and proposed restored habitats, and methods for restoration and enhancement of habitats ("Restoration Plan"). Plant palettes used in the Restoration Plan must mimic riparian forests, wetlands, and river bottom habitat types that were found historically, and are found at present, along the River. The Restoration Plan must be consistent with the preservation and restoration of the River's mosaic of wetland, riparian, and upland habitat types with the purpose of

increasing habitat for rare, threatened, and endangered species and other native wildlife associated with the River. The Owner shall submit a copy of the Restoration Plan to the County.

- C. Existing Permissible Uses. Subject to the foregoing provisions regarding the use of the Property, 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 QUESTIONNAIRE. Every year and as requested by the Assessor, Owner must fully complete and submit to the Assessor an Annual Questionnaire provided by Assessor. If Owner fails to provide to the Assessor the completed questionnaire or to provide

information requested by the Assessor, then estimates will be used in determining the assessed value.

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 a 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/Re-entry. 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 the cancellation fee in full.

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): The Nature Conservancy,
 a District of Columbia non-profit corporation
 532 E. Main Street, Suite 200
 Ventura, CA 93001

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.

COUNTY OF VENTURA



By: _____, Chair, Board of Supervisors

Date: _____

STATE OF CALIFORNIA
COUNTY OF VENTURA

On _____ before me, _____,
Date Name and Official Title

personally appeared _____, who proved to me on the
Name of Signer

basis of satisfactory evidence 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.

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

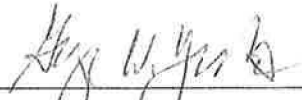
WITNESS my hand and official seal.

MARK A. LUNN, County Clerk
County of Ventura, California

By: _____
Deputy County Clerk

OWNERS:

The Nature Conservancy, a District of Columbia non-profit corporation

By: 
George Yandell, Director of Real Estate

(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 Andrea Ozdy, LCA Program Planner)

Attachments:

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

ACKNOWLEDGMENT

State of California
County of San Francisco

On November 28, 2012 before me, Jennifer Alden Sanchez, Notary Public
(insert name and title of the officer)

personally appeared George Yandell, III
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

Jennifer Alden Sanchez (Seal)

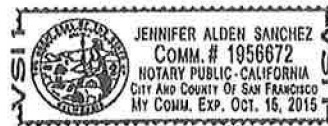
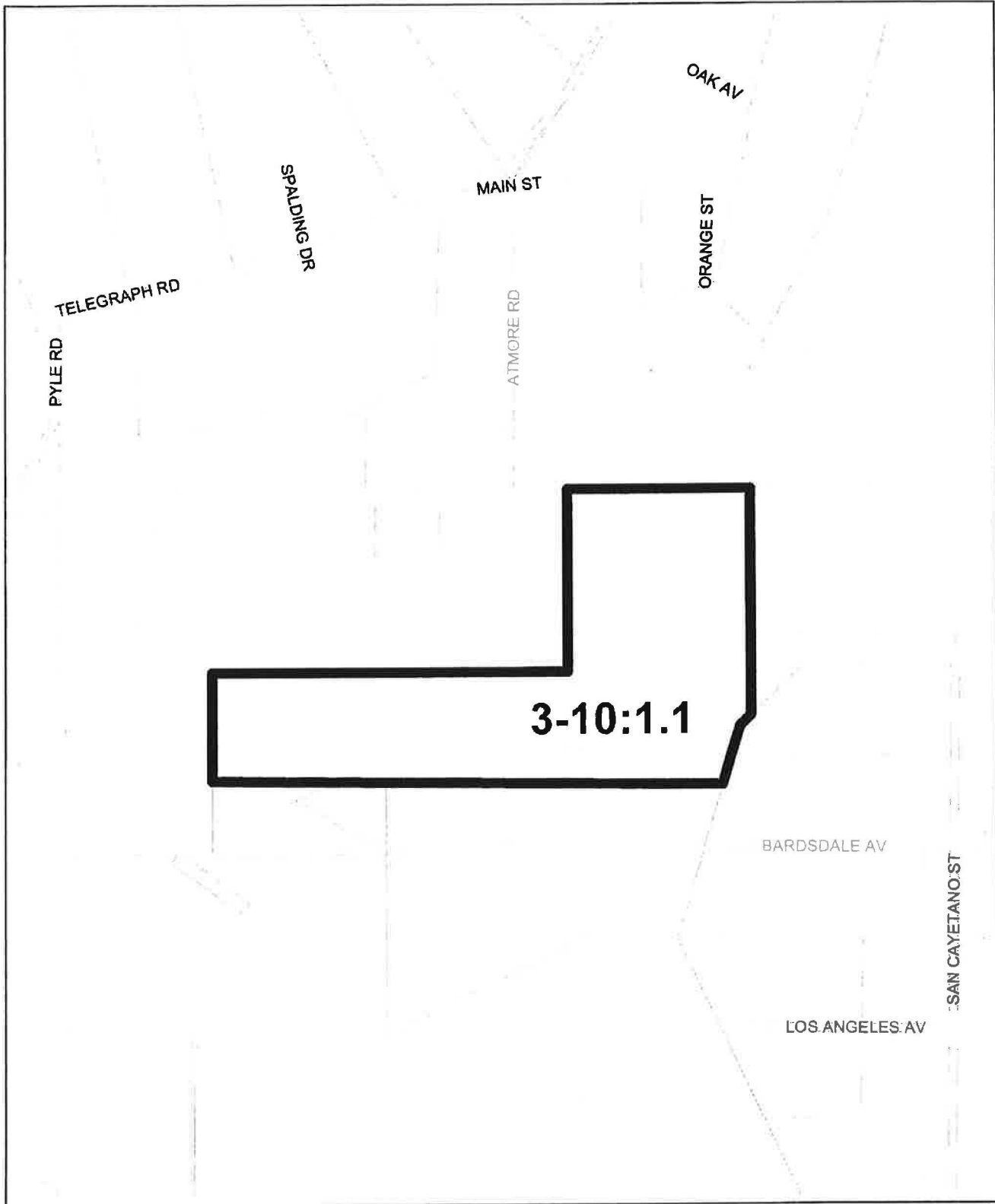


Exhibit A

Legal Description

LOTS NO. 1 AND 5: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AS DESCRIBED IN THE GRANT DEED TO THE NATURE CONSERVANCY RECORDED APRIL 8, 2002, DOCUMENT NO. 2002-0083105-00 OF OFFICIAL RECORDS OF VENTURA COUNTY.

Assessor's Parcel Numbers 046-0-160-390 and 046-0-160-400 combined



LOCATION MAP



Ventura County
Resource Management Agency
Information Systems
Printed on: 09/25/2012

**FSZA/LCA 3-10:1.1
THE NATURE CONSERVANCY
2525 BARDSDALE AVE.
FILLMORE, CA 93015
APN 046-0-160-390, -400**

PL12-0071 EXHIBIT B

0 2,000 Feet

