



County of Tuolumne

Kelle Schroeder

**Agricultural Commissioner • Weights & Measures
Animal Control • Air Pollution Control**

*Agricultural Commissioner
Director of Weights & Measures
Director of Animal Control
Air Pollution Control Officer*

AGENDA

**Tuolumne County Agricultural Advisory Committee
Board of Supervisors Chambers, 4th Floor
2 S. Green St., Sonora
Thursday June 8, 2023**

**Agricultural
Commissioner
Weights & Measures
Air Pollution Control**
Located at:
22365 S Airport Rd.
Sonora, CA 95370
Phone: (209) 533-5691
Fax: (209) 533-5520
Email:

AgCommissioner@tuolumnecounty.ca.gov

AirPollution@tuolumnecounty.ca.gov

Animal Control
Located at:
10040 Victoria Place
Jamestown, CA 95327
Phone: (209) 694-2730
Email:
AnimalControl@tuolumnecounty.ca.gov

All Mailing:
2 S. Green St.
Sonora, CA 95370

AGRICULTURAL ADVISORY COMMITTEE BUSINESS: 7:00 PM

1. Pledge
2. Reports
5. Public Comment-*The public may speak on any item not on the agenda. No action may be taken. (time limited)*
6. Old Business-None
7. New Business
 - A. County Initiated Non-Renewal of Williamson Act Contracts
WA Contract 05WA-062 – Young
WA Contract 05WA-108 – Long
WA Contract 05WA-153 - Barendregt
WA Contract 05WA-188 – Perry
WA Contract WA06-001 - Jones
8. Additional Agenda Items
 - A. Schedule Next Meeting – June 15, 2023
♦ If there are any items to present to the Committee
9. Adjourn

•In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Agricultural Commissioner's Office at (209) 533-5691. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (28FR35.102-35.104 ADA Title 11).

•Agenda material may be inspected at Agricultural Commissioner's Office by appointment @ 22365 S. Airport Road, Sonora, California.

Members of the Public please note: This is a courtesy notice.

The Agricultural Advisory Committee is responsible for reviewing and recommending action to the Board of Supervisors concerning the consistency and compliance with the provisions of the County's Williamson Act resolution, Williamson Act contracts, the California Land Conservation Act, and the General Plan Agricultural Resources Element of applications or pre-applications submitted to the Community Development Department. Although development projects can have a wide range of effects, this Committee's jurisdiction is limited to those effects on agriculture and agricultural land. The Committee requests that you please limit your comments to issues within the Committee's jurisdiction. Thank you.



COMMUNITY DEVELOPMENT DEPARTMENT

Quincy Yaley, AICP
Director

Land Use and Natural Resources – Housing and Community Programs – Environmental Health – Building and Safety – Code Compliance

DATE: May 5, 2023

TO: Kelle Schroeder, Secretary
Agricultural Advisory Committee

FROM: Dave Ruby, Planning Manager
Tuolumne County Community Development Department

48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
(209) 533-5633
(209) 533-5616 (Fax)
(209) 533-5909 (Fax – EHD)
www.tuolumnecounty.ca.gov

RE: Non-Renewal of Williamson Act Contracts 05WA-062, 05WA-108, 05WA-153, 05-188, and WA06-001
Assessor's Parcel Numbers: 034-260-018, 083-010-068, 083-010-069, 083-010-070, 083-010-071, 083-010-023, 065-230-009, 064-290-005, 058-050-035

We are in receipt of a request for the following proposed action:

- County Initiated Non-renewal of Williamson Act Contracts as follows:**

Williamson Act Contract 05WA-062, Young, Wayne & Gennalee, APN 058-050-035
Williamson Act Contract 05WA-108, Long, Thomas & Susan, APN 065-230-009
Williamson Act Contract 05WA-153, Barendregt, Daniel & Barbara, APN 034-260-018
Williamson Act Contract 05WA-188, Perry, Norman & Tera, APN 064-290-005
Williamson Act Contract WA06-001, Jones, Stephen, APNs 083-010-068, 083-010-069, 083-010-070, 083-010-071, 083-010-023

Rule 4A of Resolution 106-04 governing Williamson Act implementation in Tuolumne County identifies various general provisions required to qualify for a Land Conservation Contract. Among them are minimum parcel size (Rule 4.A.1.b and Rule 4.A.2), land use consistent with commercial agricultural or open space use (Rule 4.A.1.b and Rule 8), and biennial compliance inspection including the submittal of required report form(s) to the Agricultural Commissioner (Rule 4.A.3.f). Failure to meet these contract requirements can result in the non-renewal of the Williamson Act contract.

The Agricultural Commissioner's office staff has given notice that the above listed Williamson Act contracts are not in compliance with their terms of their respective contracts, as follows:

Contract #	APN	Name	Physical Address	Survey returned
05WA-062	058-050-035	Young	18549 Omega Mine Rd Jamestown, CA 95327	No Ag operation, Code case
05WA-108	065-230-009	Long	25805 Powell Ranch Rd Sonora, CA 95370	sent a letter, No Ag operation
05WA-153	034-260-018	Barendregt	20001 Jamestown Rd Sonora, Ca 95370	No
05WA-188	064-290-005	Perry	13790 Sims Rd Chinese Camp, CA 95309	Too small to qualify
WA06-001	083-010-068, 083-010-069, 083-010-070, 083-010-071, 083-010-023	Jones	15665 Big Hill Rd Sonora, CA 95370	No

The Agricultural Advisory Committee is requested to make a determination on the non-compliance on the above cases, and initiate the non-renewal of the contracts as required by Resolution 106-04 and the California Land Conservation Act.

Please schedule consideration of this matter for the next available meeting of the Agricultural Advisory Committee. Copies of the inspections conducted by the Agricultural Commissioner's Office have been attached for reference. If you have any questions about the enclosed information, please contact me via phone at (209) 533-5613 or via email at druby@co.tuolumne.ca.us.

Attachments: Ag Advisory Inspection Reports
Maps

Recorded at the Request of:
The County of Tuolumne
Return to:
County Clerk of the Board
County of Tuolumne



Doc # 2668614854
Page 1 of 18
Date: 11/26/2008 11:59A
Recording Requested By:
TUOLUMNE CO, BRD SPRVSKS
Filed & Recorded in Official Records
of COUNTY OF TUOLUMNE
NEW ORLEANS
COUNTY RECORDER
Fee: \$0.00

TUOLUMNE COUNTY LAND CONSERVATION CONTRACT

CONTRACT NO. 05WA-062

THIS CONTRACT, made and entered into this 18 day of November, 2008, by and between Wayne E. Young and Gennalee Young, hereinafter referred to as "OWNER", and the COUNTY OF TUOLUMNE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

A. Owner is the owner of certain real property located within the unincorporated area of the County, which property is presently devoted to agricultural, open space, and compatible uses and is particularly described as follows:

Parcel 2 as shown on the map recorded in the office of the County Recorder of the County of Tuolumne, California, on December 19, 1995, in Volume 38 of Records of Survey at page 66 (Assessor's Parcel Number 58-050-35) (herein referred to as the "Property"); and,

B. The Property is located in Agricultural Preserve No. 262 heretofore established by Resolution No. 131; and,

C.. Both Owner and County desire to limit the use of the Property to agricultural, open space, and compatible uses in order to discourage premature and unnecessary conversion of such Property from agricultural uses, recognizing that such Property has definite public value as open space and that the preservation of such Property in agricultural production or open space constitutes an important physical, social, aesthetic and economic asset to County to maintain the agricultural economy or environment of County and the State of California; and,

D. By Resolution No. 106-04 adopted June 15, 2004, County established the policies, rules and procedures governing the implementation and administration of the California Land Conservation Act of 1965 in the County of Tuolumne, and

E. It is intended that the terms, conditions and restrictions of said contracts shall be an enforceable restriction under the provisions of Section 422 of the California Revenue and Taxation Code.

The parties, based on the above recitals, and in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, commencing with Section 51200, of Part 1 of Division 1 of Title 5 of the California Government Code) and Resolution No. 106-04, and is subject to all the provisions thereof as they may be amended from time to time.

2. During the term of this Contract or any renewals thereof, the Property shall not be used for any purpose, other than the agricultural or open space purposes, and compatible uses as listed and defined in said Resolution No. 106-04, and pursuant to the applicable procedures set forth in that resolution. No structures shall be erected upon the Property except such structures as may be directly related to authorized uses of the Property. The use of the Property shall conform to the management plan, attached and made a part of this contract. If an amendment to the management plan is approved by the Board of Supervisors, the amended plan shall be deemed automatically incorporated into the contract as though fully set forth herein without the need for a contract amendment. If this contract was approved based on an agricultural management plan for generating an annual gross income under Rule 3 E of Resolution 106-04, the operation shall generate at least \$2,000.00 in annual income for three years of the preceding five years, commencing with the fifth year after the initial anniversary date, and continuing thereafter for three years of each five year period during the term of the contract.

3. The Board of Supervisors of the County may from time to time and during the term of this Contract or any renewals thereof, by resolution, add to those uses listed in said

Resolution No. 106-04; provided, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of this Contract or any renewals thereof.

4. This Contract is subject to the police power of the County. In addition to the restrictions described in paragraph 2, the above described land is subject to all limitations, restrictions, and requirements of the zoning District in which the land is situated, and to any modifications to those provisions that may be adopted during the term of this Contract or any renewals thereof.

5. This Contract shall be effective commencing on December 31, 2008, and shall remain in effect for a period of ten (10) years therefrom and during renewals of this Contract.

6. This Contract shall be automatically renewed for a period of one (1) year on the 31st day of each December, unless notice of nonrenewal is given as provided by Section 51245 of the Government Code. A notice of nonrenewal, irrespective of which party gives the notice, shall be recorded by the County. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

7. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the Property and any tax reduction due to the imposition of the limitations on its use contained herein.

8. The within Contract shall run with the land described herein, and shall be binding upon, and inure to the benefit of, all successors in interest of Owner.

9. (a) There shall be no division or reconfiguration of the Property except in conformance with the California Land Conservation Act and Resolution No. 106-04.

(b) Whenever the Property is divided or reconfigured, the owner of any created parcel may exercise, independent of any other owner of a portion of the divided or reconfigured Property, any of the rights in the original contract.

(c) In the event the Property is divided or reconfigured, a new contract shall be executed by the new owner of each created parcel. The approval of a division or

reconfiguration shall be conditioned on the execution of the contracts provided for in this subparagraph.

10. This Contract may be canceled as to any or all of the Property pursuant to Article 5 (commencing with Section 51280) of Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code.

11. Owner, upon request of the County, shall provide information relating to Owner's obligations under this Contract, and shall allow the County Agricultural Commissioner to inspect the land and operation at any time to verify compliance with this contract. On a biennial basis, the County Agricultural Commissioner may review the operation of the management plan for compliance with this contract. Upon notice of each such review, the owner shall submit a report to the Agricultural Commissioner on a form supplied by the Commissioner. Any refusal or failure to provide information is a material breach of this Contract and is a ground for the filing of a notice of nonrenewal or other remedy authorized by law.

12. Removal of any of the Property from an agricultural preserve, either by change of boundaries of the preserve, disestablishment of the preserve, or nulling and voiding of the preserve shall be the equivalent of a notice of nonrenewal by County.

13. County may bring any action in court necessary to enforce this Contract or any provision hereof including, but not limited to, an action to enforce the Contract by specific performance or injunction. In addition, and without altering the applicability of the provisions of paragraph 1, the Owner acknowledges the specific material breach provisions and remedies of Government Code section 51250, a copy of which is attached to this contract as Exhibit A.

14. This Contract is an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution and shall be enforced and administered by County in such a manner as to accomplish the purposes of that Article and the California Land Conservation Act of 1965.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day
and year first above written.

OWNER(s)

Wayne E. Young
Wayne E. Young

Gennalee Young
Gennalee Young

I hereby certify that according to the
provisions of Government Code
Section 25103, delivery of this
document has been made.

ALICIA L. JAMAR
Clerk of the Board

By: [Signature]

COUNTY OF TUOLUMNE

By [Signature]
Chairman, Board of Supervisors
County of Tuolumne, State of California

ATTEST

Clerk of the Board of Supervisors

By [Signature]
Deputy

(SEAL)

We the undersigned trust deed or other encumbrance holder(s), do hereby approve of
the provisions of the within Land Conservation Contract, and agree the encumbrance is
subordinated to the restrictions and obligations imposed therein.

(Acknowledgements)

ACKNOWLEDGMENT

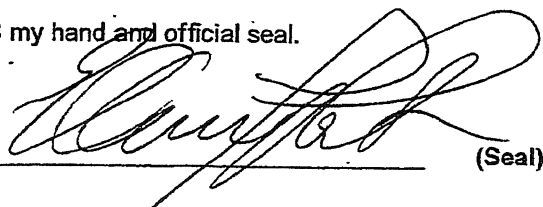
State of California STANISLAUS
County of _____

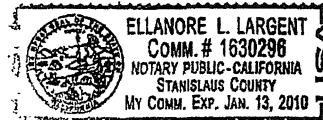
On 9/10/2008 before me, ELLANORE L. LARGENT NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Genalee Sue Young
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)



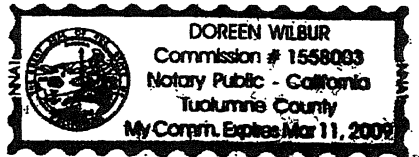
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tuolumne

On 9-8-08 before me, Doreen Wilbur Notary Public

personally appeared Wayne E. Young



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 Doreen Wilbur

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A

Section 51250 of the California Government Code, which may be amended from time to time by the California Legislature:

51250. (a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining that it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract.

(f) Within 60 days of receiving the notice, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine if a material breach exists.

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach.

If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if either of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or permitted by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280) or terminates a contract pursuant to Section 51243.5 or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action canceling or terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

Uses on the property: complete all that apply:

USE	CURRENT ACRES	PLANNED USE 3 YEARS	PLANNED USE 5 YEARS	PLANNED USE +5 YEARS
COMMERCIAL AGRICULTURAL PRODUCTION	18.73	DEYLAND GRIZING	SAME	SAME
RECREATIONAL USE				
OPEN SPACE USE				

Complete Description of Current or Planned Use:

REPAIR FENCING AND LEASE LAND FOR CATTLE GRIZING IN THE
SPRING OF 2008.

Owners of land under land conservation contracts existing prior to the effective date of this resolution shall be offered new land conservation contracts notwithstanding the fact that the parcels may not meet the minimum acreage requirements contained herein. All other provisions of these regulations shall be met to qualify land for a new contract.

MINIMUM ACREAGE FOR LAND USES	
Use	Minimum Acreage
Dry land grazing 90% shall be for agricultural production	160 acres
Dry land grazing used in combination with 20% minimum shall be in irrigated pasture 90% shall be for agricultural production	80 acres
All other agricultural uses on nonprime agricultural land 90% shall be for agricultural production	40 acres
All other agricultural uses on prime agricultural land 90% shall be for agriculture production	10 acres
Recreational Use 90% shall be subject to management plan	40 acres
Open Space Use 90% shall be subject to a management plan	40 acres
Combined Uses listed above 90% shall be subject to a management plan 20% minimum shall be in irrigated or Prime Lands	80 acres

Additional Information	Please check all of the	Appropriate use(s)
☒ Home Occupation w/ ag operation	☐ Commercial ag marketing facility	☐ Farm Labor Housing
☐ Roadside stand		☐ Other: _____
☒ Surface Mining for use in ag operation		

(Schedule A)

Trees, Vines or Perennials Planted (please included annual crops)

[illegible]

A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use

B. Include a summary of how agricultural products will be marketed.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Name:	Schedule A
For Agency Use:	For Agency Use

Page 3 of 7

(Schedule B)

Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc.

Description	Number existing	Number Proposed- 3 yr.	Numbers Proposed- 5 yr
Livestock operation [Goats, cattle, sheep]	0	10	15

A. Include a summary of how the agricultural products will be marketed

TAKE TO AUCTION or on ranch sales.

RECEIVED

JAN 27 2005

COUNTY OF TULSA
COMMUNITY DEVELOPMENT
DEPARTMENT

Name:	Schedule B
For Agency Use:	For Agency Use

(Schedule C)

Open Space: Must meet criteria of **Section 14112 (C) of the Open Space Subvention Act**, land shall be deemed to be devoted to open space use of statewide significance.

Parcel	Specific Use	Existing Acres	Proposed Acres 3 years	Proposed Acres 5 years

Additional
Information: _____

(Schedule D)

Recreational Use: Must be in natural state or compatible with existing agricultural use.

Parcel	Specific Use	Natural state or Compatible Agricultural	Proposed Acres 3-years	Proposed Acres 5-years

Additional
Information: _____

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JAN 27 2005

COUNTY OF TULARE
COMMUNITY DEVELOPMENT
DEPARTMENT

Name:	Schedule C
Schedule D	For Agency Use
For Agency Use:	For Agency Use

(Schedule E)

IMPROVEMENTS: both existing and proposed (Structures, pumps, pipe lines, wind machines, etc.)

Parcel	Description	Existing Yes or No	Proposed 3 year Yes or No	Proposed 5 year Yes or No
058-050-35	FARM EQUIPMENT	YES		YES
↓	TRAILER HOUSE	YES		YES
	2 BARNs	NO	YES	YES
	HOUSE - permit issued	NO		YES
	1 pump	YES		YES
	10 PIPELINES for irrigation	NO	YES	YES

(Schedule F)

Land Surface Improvements: (Leveling, ripping, drainage, wells, etc.)

Parcel	Acres	Description	Existing Yes or No	Proposed 3 year Yes or No	Proposed 5 year Yes or No
058-050-35		WELL	YES		
↓		RIPPING	YES	YES	YES
	10	LEVELING & CLEARING	YES	YES	YES
		irrigated pasture	NO	YES	YES

Additional

Information: IRRIGATION TO BE ADDED
HOUSE & BARNs TO BE BUILT

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COUNTY OF TULSA
COMMUNITY DEVELOPMENT
DEPARTMENT

Name:	Schedule E
Schedule F	For Agency Use
For Agency Use:	For Agency Use

I certify (or declare) under penalty of perjury under the Laws of the State of California and the County of Tuolumne that the foregoing and all information hereon, including any accompanying statement or documents, is true, correct and complete to the best of my knowledge and belief.

Signature of Applicant(s): Wayne E. Young Date: 1-28-05

Title(s): WAYNE E. & GENVALEE S. YOUNG

Mailing address: P.O. Box 325 JAMESTOWN, CA. 95327

Physical address: 13210 RED HILLS RD. CHINESE CAMP, CA. 95309

Daytime phone: 984-5070 Evening phone: 984-3706

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JAN 27 2005

COUNTY OF TUOLUMNE
COMMUNITY DEVELOPMENT
DEPARTMENT

Agency Use: Application accepted ☐ Yes ☐ No: If no
Explain:

Date received: _____
Date inspected: _____
Date amended: _____

Date reviewed by Agr. Adv.: _____
Signature of Inspector: _____
Date Contract Issued: _____ Contract No.: _____

[illegible]

TUOLUMNE COUNTY
AGRICULTURAL COMMISSIONER'S OFFICE
WILLIAMSON ACT SITE INSPECTION FORM
RESOLUTION 106-04/ 3-04

Name of Land _____

Owner(s): Wayne and Gennalee Young Phone: (209) 984-3706 _____

Preserve No: 262 _____ Proposed Contract Number: 05WA-62 _____

Assessor's Parcel No(s): 58-050-35 _____

CHECK THE BOXES APPLICABLE TO THE MANAGEMENT PLAN SUBMITTED

Property Compliance Schedule:

- ☐ **Application incomplete Returned to CDD on** _____
- ☐ **Trees, Vines or Perennials Planted (Schedule A)**
Property Compliance: ☐ Yes ☐ No
- ☒ **Animals: Including all livestock, poultry, apiaries, etc. (Schedule B)**
Property Compliance: ☐ Yes ☒ No
- ☒ **Grazing/Range Land**
Property Compliance: ☐ Yes ☒ No
- ☐ **Improvements (Schedule E)**
- ☐ **Land Surface Improvements (Schedule F)**

Total acres: 68.73 _____

Recommended to approve for compliance with Management Plan: ☐ Yes ☒ No ☐ None

- ☐ **Reinspection required** ☐ **Supplemental report attached**
- ☐ **Discussed three-year compliance with Management Plan: Rule 1**

COMMENTS: On 4/11/23, met with Code Compliance Investigator to take photos and do an Ag Inspection. Property currently is a storage/dumping site. The things I saw were old earth moving equipment, old logging trucks and logging equipment, tires, toilets, 1 old modular home, garbage, trailers and concrete. On top of Table Mountain is more equipment. There is no Agricultural operation on site. The property owner is not following any Williamson Act rules or management plan.

Date received: 4/10/23 _____

Date inspected: 4/11/23 _____ **Date reinspected:** _____

Signature of Inspector: Scott W. Kahl
XX

Meeting date of Agricultural Advisory Committee: _____

☐ **Approved** ☐ **Denied**
XX

Agency Use Only

1 copy to CDD

1 copy for file









03/16/2023 07:15





Recorded at the Request of:
The County of Tuolumne
Return to:
County Clerk *of the Board*
County of Tuolumne



Doc # 2008000602
Page 1 of 17
Date: 1/16/2008 12:37P
Recording Requested By:
TUOLUMNE CO, BRD SPRVRS
Filed & Recorded in Official Records
of COUNTY OF TUOLUMNE
KEN CAETANO
COUNTY RECORDER
Fee: \$0.00

TUOLUMNE COUNTY LAND CONSERVATION CONTRACT

CONTRACT NO. 05WA-108

THIS CONTRACT, made and entered into this 15 day of January, 2008,
by and between Thomas C. Long and Susan L. Long, hereinafter referred to as "OWNER", and
the COUNTY OF TUOLUMNE, a political subdivision of the State of California, hereinafter
referred to as "COUNTY".

RECITALS

A. Owner is the owner of certain real property located within the unincorporated area of
the County, which property is presently devoted to agricultural, open space, and compatible uses
and is particularly described as follows:

Lot 9, as shown on the map recorded in the office of the County Recorder of the County of
Tuolumne, California, on August 10, 1993, in Volume 39 of Records of Survey, at pages 9
through 16, inclusive (Assessor's Parcel Number 65-230-09) (herein referred to as the
"Property"); and,

B. The Property is located in Agricultural Preserve No. 73 heretofore established by
Resolution No. 115 and Agricultural Preserve No. 223 heretofore established by Resolution No.
131; and,

C. Both Owner and County desire to limit the use of the Property to agricultural, open
space, and compatible uses in order to discourage premature and unnecessary conversion of
such Property from agricultural uses, recognizing that such Property has definite public value as
open space and that the preservation of such Property in agricultural production or open space
constitutes an important physical, social, aesthetic and
economic asset to County to maintain the agricultural economy or environment of County and the
State of California; and,

D. By Resolution No. 106-04 adopted June 15, 2004, County established the policies, rules and procedures governing the implementation and administration of the California Land Conservation Act of 1965 in the County of Tuolumne, and

E. It is intended that the terms, conditions and restrictions of said contracts shall be an enforceable restriction under the provisions of Section 422 of the California Revenue and Taxation Code.

The parties, based on the above recitals, and in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, commencing with Section 51200, of Part 1 of Division 1 of Title 5 of the California Government Code) and Resolution No. 106-04, and is subject to all the provisions thereof as they may be amended from time to time.

2. During the term of this Contract or any renewals thereof, the Property shall not be used for any purpose, other than the agricultural or open space purposes, and compatible uses as listed and defined in said Resolution No. 106-04, and pursuant to the applicable procedures set forth in that resolution. No structures shall be erected upon the Property except such structures as may be directly related to authorized uses of the Property. The use of the Property shall conform to the management plan, attached and made a part of this contract. If an amendment to the management plan is approved by the Board of Supervisors, the amended plan shall be deemed automatically incorporated into the contract as though fully set forth herein without the need for a contract amendment. If this contract was approved based on an agricultural management plan for generating an annual gross income under Rule 3 E of Resolution 106-04, the operation shall generate at least \$2,000.00 in annual income for three years of the preceding five years, commencing with the fifth year after the initial anniversary date, and continuing thereafter for three years of each five year period during the term of the contract.

3. The Board of Supervisors of the County may from time to time and during the term of this Contract or any renewals thereof, by resolution, add to those uses listed in said Resolution

No. 106-04; provided, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of this Contract or any renewals thereof.

4. This Contract is subject to the police power of the County. In addition to the restrictions described in paragraph 2, the above described land is subject to all limitations, restrictions, and requirements of the zoning District in which the land is situated, and to any modifications to those provisions that may be adopted during the term of this Contract or any renewals thereof.

5. This Contract shall be effective commencing on December 31, 2007, and shall remain in effect for a period of ten (10) years therefrom and during renewals of this Contract.

6. This Contract shall be automatically renewed for a period of one (1) year on the 31st day of each December, unless notice of nonrenewal is given as provided by Section 51245 of the Government Code. A notice of nonrenewal, irrespective of which party gives the notice, shall be recorded by the County. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

7. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the Property and any tax reduction due to the imposition of the limitations on its use contained herein.

8. The within Contract shall run with the land described herein, and shall be binding upon, and inure to the benefit of, all successors in interest of Owner.

9. (a) There shall be no division or reconfiguration of the Property except in conformance with the California Land Conservation Act and Resolution No. 106-04.

(b) Whenever the Property is divided or reconfigured, the owner of any created parcel may exercise, independent of any other owner of a portion of the divided or reconfigured Property, any of the rights in the original contract.

(c) In the event the Property is divided or reconfigured, a new contract shall be executed by the new owner of each created parcel. The approval of a division or reconfiguration shall be conditioned on the execution of the contracts provided for in this subparagraph.

10. This Contract may be canceled as to any or all of the Property pursuant to Article 5 (commencing with Section 51280) of Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code.

11. Owner, upon request of the County, shall provide information relating to Owner's obligations under this Contract, and shall allow the County Agricultural Commissioner to inspect the land and operation at any time to verify compliance with this contract. On a biennial basis, the County Agricultural Commissioner may review the operation of the management plan for compliance with this contract. Upon notice of each such review, the owner shall submit a report to the Agricultural Commissioner on a form supplied by the Commissioner. Any refusal or failure to provide information is a material breach of this Contract and is a ground for the filing of a notice of nonrenewal or other remedy authorized by law.

12. Removal of any of the Property from an agricultural preserve, either by change of boundaries of the preserve, disestablishment of the preserve, or nulling and voiding of the preserve shall be the equivalent of a notice of nonrenewal by County.

13. County may bring any action in court necessary to enforce this Contract or any provision hereof including, but not limited to, an action to enforce the Contract by specific performance or injunction. In addition, and without altering the applicability of the provisions of paragraph 1, the Owner acknowledges the specific material breach provisions and remedies of Government Code section 51250, a copy of which is attached to this contract as Exhibit A.

14. This Contract is an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution and shall be enforced and administered by County in such a manner as to accomplish the purposes of that Article and the California Land Conservation Act of 1965.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(s)

Thomas C. Long
Thomas C. Long

Susan L. Long
Susan L. Long

COUNTY OF TUOLUMNE

By [Signature]
Chairman, Board of Supervisors
County of Tuolumne, State of California

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ATTEST
Clerk of the Board of Supervisors

By [Signature]

Deputy

(SEAL)

Alicia L. Jamar
Alicia L. Jamar
Clerk of the Board

By: [Signature]

We the undersigned trust deed or other encumbrance holder(s), do hereby approve of the provisions of the within Land Conservation Contract, and agree the encumbrance is subordinated to the restrictions and obligations imposed therein.

(Acknowledgements)

Please see attached certificate.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

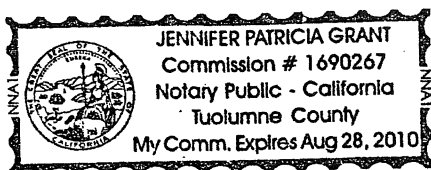
State of California

County of TUOLUMNE

On 10-17-2007 before me, JENNIFER PATRICIA GRANT Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared THOMAS C. LONG AND SUSAN L. LONG
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.

Place Notary Seal Above

Signature

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A

Section 51250 of the California Government Code, which may be amended from time to time by the California Legislature:

51250. (a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining that it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract.

(f) Within 60 days of receiving the notice, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine if a material breach exists.

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach.

If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if either of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

TUOLUMNE COUNTY AGRICULTURAL COMMISSIONER'S OFFICE
MANAGEMENT PLANS FOR
WILLIAMSON ACT AND AGRICULTURAL PRESERVE
INSTRUCTIONS FOR APPLICANTS

A management plan for an Agricultural Preserve and/or a Williamson Act, Land Conservation Contract are to be submitted to the Agricultural Commissioner's Office. A Management Plan shall include a complete description of a viable agricultural operation, or open space use that is being conducted or planned on the property as defined in Resolution 3-04. The Agricultural Commissioner shall complete a review of the Management Plan, which shall include an onsite visit of the property. Upon completion of the review, a report and recommendation along with the original application shall be forwarded to The Agricultural Advisory Committee for their consideration.

To qualify for an agricultural preserve, land conservation contract or land division, land must meet the minimum land requirements specified in Resolution 3-04. To be accepted for an initial waiver of minimum acreage requirements only, the current landowner must have a valid land conservation contract under Resolution 122-70 or 134-85. The land shall also have proven water supply sufficient for the intended use.

.....
Old Resolution: check one ☐ 122-70 ☐ 134-85 Contract Number:

New Application (not current contract holder): check here ☒

Name of Land Owner(s): TOM and SUSAN LONG

Preserve No:

Date: 2-1-05

Assessor's Parcel No(s): 065-230-09

Property Description Schedule:

- ☐ Trees, Vines or Perennials Planted (Schedule A)
- ☒ Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc. (Schedule B)
- ☐ Open Space (Schedule C)
- ☐ Recreational Use (Schedule D)
- ☐ Improvements (Schedule E)
- ☐ Land Surface Improvements (Schedule F)

Maps provided: ☐ yes ☒ no

Total acres: 37 +

Land leased: ☐ yes ☒ no: if yes, name and address of leasee:

Does the leasee live on the parcel: ☐ yes ☐ no, if yes please give address of residence:

Number of single-family dwellings on the parcel: (eventually) one

Please provide the addresses for those dwellings: 25805 Powell Ranch Rd., Sonora

A contract approved based upon an agricultural management plan and/or for generating an annual gross income of \$2,000 per contract, may require \$2,000 in annual gross income be generated for three of the immediately previous five years from the production of the agricultural commodity as provided in the approved management plan, as of each anniversary date. Estimated Annual gross income requirements: Please complete

Current operation: none existing

Proposed 3-years: \$ 2000 / yr.

Proposed 5 years: \$ 4000 / yr.

Additional income information:

Page 1 of 7

Name:

Uses on the property: complete all that apply:

USE	CURRENT ACRES	PLANNED USE 3 YEARS	PLANNED USE 5 YEARS	PLANNED USE +5 YEARS
COMMERCIAL				
AGRICULTURAL PRODUCTION	1 (this summer 2005)	36	36	36
RECREATIONAL USE				
OPEN SPACE USE				

Complete Description of Current or Planned Use:

Planned: hiring & grazing land for a Pygmy goat herd.

Owners of land under land conservation contracts existing prior to the effective date of this resolution shall be offered new land conservation contracts notwithstanding the fact that the parcels may not meet the minimum acreage requirements contained herein. All other provisions of these regulations shall be met to qualify land for a new contract.

MINIMUM ACREAGE FOR LAND USES	
Use	Minimum Acreage
Dry land grazing 90% shall be for agricultural production	160 acres
Dry land grazing used in combination with 20% minimum shall be in irrigated pasture 90% shall be for agricultural production	80 acres
All other agricultural uses on nonprime agricultural land 90% shall be for agricultural production	40 acres
All other agricultural uses on prime agricultural land 90% shall be for agriculture production	10 acres
Recreational Use 90% shall be subject to management plan	40 acres
Open Space Use 90% shall be subject to a management plan	40 acres
Combined Uses listed above 90% shall be subject to a management plan 20% minimum shall be in irrigated or Prime Lands	80 acres

Additional Information	Please check all of the	Appropriate use(s)
☒ Home Occupation w/ ag operation	☐ Commercial ag marketing facility	☐ Farm Labor Housing
☐ Roadside stand	☐ Other: _____	☐ Other: _____
☐ Surface Mining for use in ag operation	☐ Other: _____	☐ Other: _____

Trees, Vines or Perennials Planted (Schedule A)
(please included annual crops)

[illegible]

- A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use
- B. Include a summary of how agricultural products will be marketed.

[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]

Name:	Schedule A
For Agency Use:	For Agency Use

Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc. (Schedule B)

Description	Number existing	Number Proposed- 3 yr.	Numbers Proposed- 5 yr
<i>Pygora goats</i>	<i>0</i>	<i>20 to 30</i>	<i>30 to 40</i>

- A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use.
- B. Include a summary of how the agricultural products will be marketed

We plan to establish a herd of pygora goats, buying 10 to 20 animals in summer 2005. Pygora goats, a cross between pygmy and angora goats, will provide fleece, future kids, and brush clearing for the 37 acres we own in Tuolumne County.

We have made deposits with four breeding ranches for kids due in March and ready to be transported by Summer 2005. We have visited three of these ranches, Hollyhock Hollow, Rancho Pappagallo, and Take Heart Farm, all in California. The fourth, Hawks Mountain, is in Oregon. From these ranches we will bring together a herd of wethers and five to ten breedable does. These animals are smaller than regular goats, ranging from 50 to 80 pounds, are calm and very hardy, and provide differentiations of mohair to cashmere fiber.

Initially the herd will provide fleece which can be sold as fleece, spun fiber and yarn, and finished products from the yarn. These goats can be shorn once a year. When the does are old enough to breed and we have acquired a buck, there is also a market for healthy, registered, pygora kids. Pygoras can be bred in the Spring and Fall. We will be joining the Pygora Breeders Association (PBA), and will adhere to their guidelines.

There is a market to hand spinners for this type of goats' fleece and fiber, to craftspeople for the yarn, to boutiques for finished products. However, the larger portion of income will come from kid sales. There are currently only five PBA members in California breeding these animals; the bigger ranches are in Oregon. In the Fall of 2006, we will begin to breed our does. First births are usually one kid, ensuing births produce twins, triplets, some quads. Over time, the goal will be to grow our herd, keeping some breedable does and good potential bucks, and selling the others.

Marketing will be done primarily through a website. We have acquired the domain name of www.californiapygoras.com. By the end of 2005, we will have established a web site behind the name introducing our ranch, our herd, our products, and future kid sales. We will also market our fiber and animals locally, through contact with the Sonora Hand Spinners Guild, boutique owners, and print advertising.

Initial herd cost: Wethers cost \$100 to \$150 per animal, breedable does and bucks cost \$250 to \$500 each. A low cost for ten to 20 animals in 2005 would be \$1750, a high \$6500, with the actual expense most likely somewhere in the middle. An estimate for adding an additional ten animals in 2006 would be between \$1750 and \$3250. Transport cost, using 2004 actuals, will be \$500 to \$1000, again depending on the number of animals purchased. Initial supplies are estimated at \$2000; a list is attached. This seed money, approximately \$10,000 over two years, will not be financed.

Name:	Schedule B
For Agency Use:	For Agency Use

Open Space: Must meet criteria of **Section 14112 (C) of the Open Space Subvention Act**, land shall be deemed to be devoted to open space use of statewide significance. (Schedule C)

Parcel	Specific Use	Existing Acres	Proposed Acres 3 years	Proposed Acres 5 years

Additional
Information:

Recreational Use: Must be in natural state or compatible with existing agricultural use.(Schedule D)

Parcel	Specific Use	Natural state or Compatible Agricultural	Proposed Acres 3-years	Proposed Acres 5-years

Additional
Information:

Name:	Schedule C
Schedule D	For Agency Use
For Agency Use:	For Agency Use

IMPROVEMENTS: both existing and proposed
(Structures, pumps, pipe lines, wind machines, etc.)(Schedule E)

Parcel	Description	Existing <i>well</i>	Proposed 3 year	Proposed 5 year
		<i>Exist</i>		
		<i>in 2005</i>		
	<i>Pump for well</i>	<i>✓</i>		
	<i>Pipe lines - water</i>	<i>✓</i>		
	<i>- power</i>	<i>✓</i>		
	<i>Bara</i>		<i>✓</i>	

Land Surface Improvements:
(Leveling, ripping, drainage, wells, etc.)(Schedule F)

Parcel	Acres	Description	Existing	Proposed 3 year	Proposed 5 year

Additional
Information:

January
Entire parcel is currently unimproved except for a driveway, a drilled well, and half the property's fencing. We will be submitting for a residential building permit in ~~Winter~~ 2005. We will be completing the parcel's fencing and building small A-frames for shelter to accept our first goats Summer 2005. Depending on construction schedules, we assume we will be living on the property by the end of 2005, beginning 2006. We would ask for the County's understanding as we attempt to comply with the Williamson Act time schedule along with the major project of building a home and living permanently on this property.

Name:	Schedule E
Schedule F	For Agency Use
For Agency Use:	For Agency Use

I certify (or declare) under penalty of perjury under the Laws of the State of California and the County of Tuolumne that the foregoing and all information hereon, including any accompanying statement or documents, is true, correct and complete to the best of my knowledge and belief.

Signature of Applicant(s): Susan Leag Date: Feb 1, 05

Title(s): _____

Mailing address: 812 Bret Harte Dr., Copperopolis, CA 95228

Physical address: (same)

Daytime phone: 209 785 3221 Evening phone: (same)

Susan's cell: 209 840 2204
Jon's cell: 209 840 2152

Agency Use: Application accepted ☐ Yes ☐ No: If no
Explain: _____

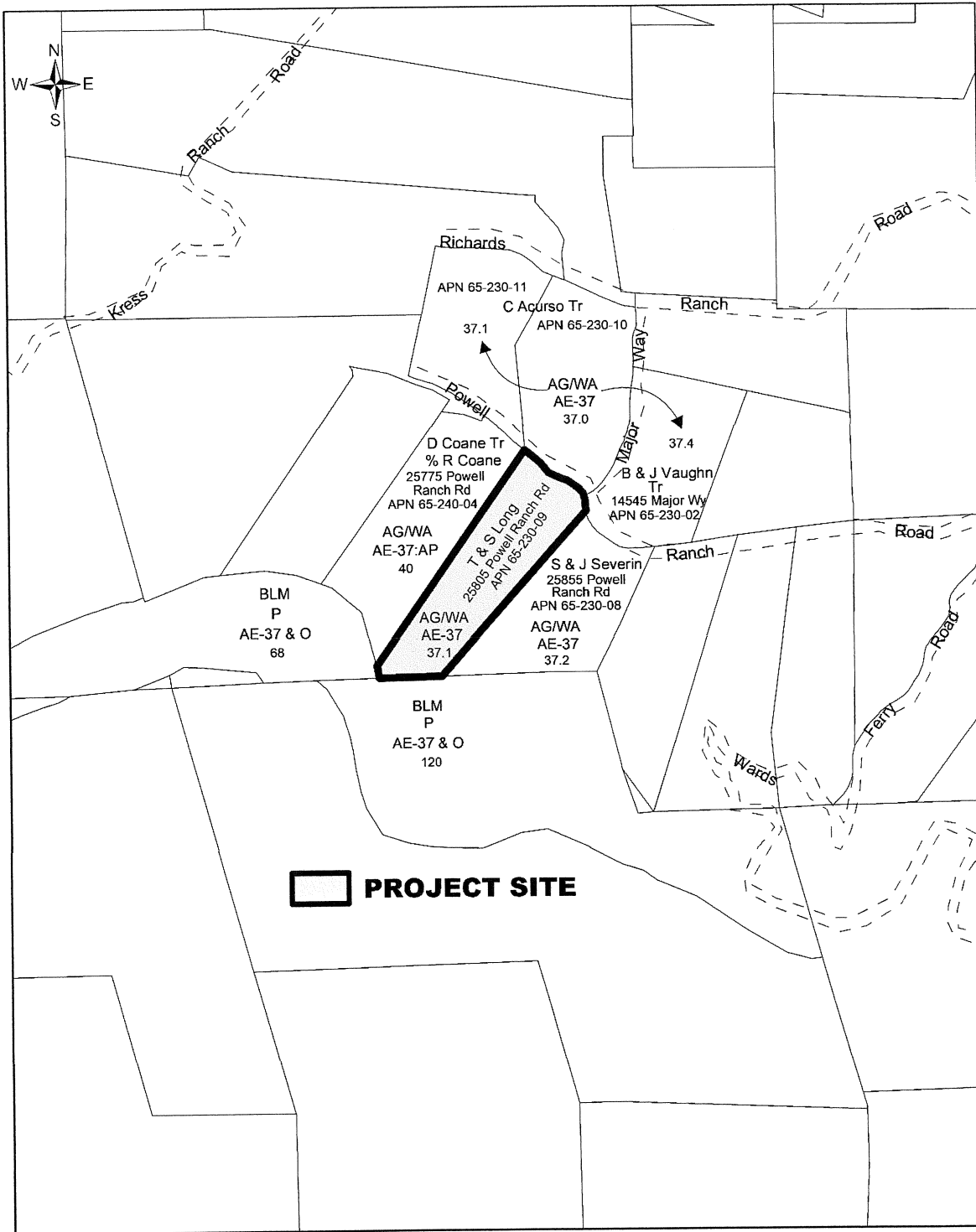
Date received: _____
Date inspected: _____
Date amended: _____

Date reviewed by Agr. Adv.: _____
Signature of Inspector: _____
Date Contract Issued: _____ Contract No.: _____

INITIAL SUPPLY LIST for Longs' Pygoras

A-Frames (quantity 7)		420.00
Goat Stanchion	Pg 7	230.00
Feeders	Pg 9	
Utility Pail (4)		20.00
Hanging Bucket Holder (2 singles)		12.50
Mineral Feeder (for salt and soda)		32.50
Hay Feeders (4)		54.00
Sodium Bicarbonate (3 lbs)	Pg 10	2.75
Clean up brushes (14H) (at least 2)	Pg 26	21.50
Collars (20" length, quantity 20)	Pg 32	39.00
Grooming Brush (27G)	Pg 34	5.75
Oster Variable Speed Clipmaster (26C)	Pg 35	255.00
Hoof Plane (27P)	Pg 36	7.15
Hoof Trimmers	(own)	16.00
3cc syringe & needles (box of 100)	Pg 53	27.95
Blood Stopper Powder	Pg 56	3.90
Tamed Iodine Spray	"	5.60
Nitrofurazone Dressing (16 oz)	"	5.95
Serum Concentrate	"	24.95
Herbal Wormer (2 lbs)	Pg 59	29.50
Digital Vet Thermometer	Pg 60	10.65
Drench Syringe (20 cc & nozzle)	"	9.95
C&D/Tetanus Toxoid Vaccine (20 ml)	"	3.95
1 quart Mineral Oil		
1 pint hydrogen peroxide		
Household lime (NOT stall lime)		
Golden Blend Goat Minerals	Pg 11	34.00 (??)
Purina sells a goat chow; has several of these minerals		
<u>FUTURE SUPPLIES</u> (~ 2006)		
Kid Box	Pg 6	44.00
Scur Nippers	"	24.25
Disbudding iron & sm goat tip	"	91.00
ID bands (100)	"	10.75
Tattoo kit	Pg 38	75.00
Castration supplies	Pg 60	<u>15.00</u>
Total:		1532.55
Tax (8%):		122.60
20% additional margin		<u>331.03</u>
TOTAL:		1986.18

5WA-108, Long



TUOLUMNE COUNTY
AGRICULTURAL COMMISSIONER'S OFFICE
WILLIAMSON ACT SITE INSPECTION FORM
RESOLUTION 106-04/ 3-04

Name of Land

Owner(s): Tom and Susan Long _____ Phone: (209) 840-2204 _____

Preserve No: 223 _____ Proposed Contract Number: 05WA-108 _____

Assessor's Parcel No(s): 65-230-09 _____

CHECK THE BOXES APPLICABLE TO THE MANAGEMENT PLAN SUBMITTED

Property Compliance Schedule:

- ☐ Application incomplete Returned to CDD on _____
- ☐ Trees, Vines or Perennials Planted (Schedule A)
Property Compliance: ☐ Yes ☐ No
- ☒ Animals: Including all livestock, poultry, apiaries, etc. (Schedule B)
Property Compliance: ☐ Yes ☒ No
- ☒ Grazing/Range Land
Property Compliance: ☐ Yes ☒ No
- ☐ Improvements (Schedule E)
- ☐ Land Surface Improvements (Schedule F)

Total acres: 37.12 _____

Recommended to approve for compliance with Management Plan: ☐ Yes ☒ No ☐ None

☐ Reinspection required ☐ Supplemental report attached

☐ Discussed three-year compliance with Management Plan: Rule 1

COMMENTS: Property owner sent us a note stating no longer in operation as an agricultural producer. No ag income on last Williamson Act Reporting Statement and eligibility form. The Ag management plan is to raise Pygora goats.

Date received: 4/17/23 _____

Date inspected: 4/19/23 _____ Date re-

inspected: _____

Signature of Inspector: *Scott W. Kahl* _____

XX

Meeting date of Agricultural Advisory Committee: _____

☐ Approved ☐ Denied

XX

Agency Use Only

1 copy to CDD

1 copy for file

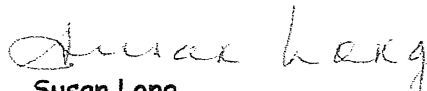
February 11, 2018

Tuolumne County Agricultural Commissioner
Tuolumne County Assessor
2 South Green Street
Sonora, CA 95370

RE: dba Sweet River Ranch
25805 Powell Ranch Rd.
Sonora, CA 95370
800-000-445-000

Sweet River Ranch is no longer in operation as an agricultural producer. Please remove this information from your records.

Thank you,


Susan Long



County of Tuolumne

Kelle Schroeder

Agricultural Commissioner • Weights & Measures
Animal Control • Air Pollution Control

Agricultural Commissioner
Director of Weights & Measures
Director of Animal Control
Air Pollution Control Officer

2021 REPORTING STATEMENT TO MAINTAIN AGRICULTURAL WILLIAMSON ACT CONTRACT ELIGIBILITY

Pursuant to Resolution 106-04 (see below Rule 4.A.3.f.), the County of Tuolumne requires as a condition of your Williamson Act Contract, that you as Owner, must fill out and return this form, pages 1 – 3, to the Department of Agriculture. Please answer ALL questions to the best of your ability. If you require assistance, please contact our office. **Submit this form on or before the fifteenth (15th) day of February. Thank you for your cooperation.**

Rule 4.A.3.f. "The contract shall provide for a biennial review for compliance with the terms and conditions of a land conservation contract. In addition, the Agricultural Commissioner may schedule an inspection of the land under contract to verify compliance at any time. Such review shall include the submittal of a report from the contracted property owners to the Agricultural Commissioner. The form, supplied by the Agricultural Commissioner, shall include information that demonstrates compliance with the management plan approved by the Board of Supervisors. Failure to comply with the conditions may be considered a breach of contract and the County may file a notice of nonrenewal of the contract or seek other remedies as authorized by law."

Name(s): Jon & Susan Long

Address: 25805 Powell Ranch Rd

City: Sonora State: CA Zip: 95370 Phone#: 209-840 2204

APN's #: 65-230-09

Use additional sheet if needed

Physical Location: (same as above)

If your qualifying Ag Use involves leasing your property to someone please provide contact information below.

CONTACT NAME _____ CONTACT PHONE# _____

1. Has the property been sold during the past year? Yes Name _____ Phone# _____
Yes/No

2. Gross total income derived from agricultural use of the property(s) during the 2021 reporting year.
(Per Resolution 106-04 Rule 4.A.3.g. must meet an annual gross income of \$2,000 per contract)

Ag Income \$ 0 Lease income \$ 0

3. To what extent have you engaged in permitted agricultural improvements during the 2021 reporting year?

0

I declare under penalty of perjury that the foregoing answers are true and correct and that I am in full compliance with every provision of the Williamson Act pertaining to my property under contract. that contract #2008000602 dated 1-16-2008; Tuolumne City Land Conservation Contract.

Susan Long

Signature of Owner

2-1-2022

Date

There are no change our intent under the contract to "open space", please let me know what we need to do. Thank You.

Recorded at the Request of:
The County of Tuolumne
Return to:
County Clerk of the Board
County of Tuolumne



Doc # 2008005348
Page 1 of 18
Date: 4/17/2008 12:07P
Recording Requested By:
TUOLUMNE CO, BRD SPRVSR5
Filed & Recorded in Official Records
of COUNTY OF TUOLUMNE
COUNTY RECORDER
Fee: \$0.00

TUOLUMNE COUNTY LAND CONSERVATION CONTRACT

CONTRACT NO. 05WA-153

THIS CONTRACT, made and entered into this 15th day of April, 2008,
by and between Daniel J. Barendregt and Barbara L. Barendregt, husband and wife as joint
tenants, hereinafter referred to as "OWNER", and the COUNTY OF TUOLUMNE, a political
subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

A. Owner is the owner of certain real property located within the unincorporated area of
the County, which property is presently devoted to agricultural, open space, and compatible uses
and is particularly described as follows:

Lot 8A, as shown on the map recorded in the office of the County Recorder of the County of
Tuolumne, California, on February 29, 1988, in Volume 25 of Parcel Maps, at page 51
(Assessor's Parcel Number 34-260-18) (herein referred to as the "Property"); and,

B. The Property is located in Agricultural Preserve No. 181 heretofore established by
Resolution No. 131; and,

C. Both Owner and County desire to limit the use of the Property to agricultural, open
space, and compatible uses in order to discourage premature and unnecessary conversion of
such Property from agricultural uses, recognizing that such Property has definite public value as
open space and that the preservation of such Property in agricultural production or open space
constitutes an important physical, social, aesthetic and
economic asset to County to maintain the agricultural economy or environment of County and the
State of California; and,

D. By Resolution No. 106-04 adopted June 15, 2004, County established the policies, rules and procedures governing the implementation and administration of the California Land Conservation Act of 1965 in the County of Tuolumne, and

E. It is intended that the terms, conditions and restrictions of said contracts shall be an enforceable restriction under the provisions of Section 422 of the California Revenue and Taxation Code.

The parties, based on the above recitals, and in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, commencing with Section 51200, of Part 1 of Division 1 of Title 5 of the California Government Code) and Resolution No. 106-04, and is subject to all the provisions thereof as they may be amended from time to time.

2. During the term of this Contract or any renewals thereof, the Property shall not be used for any purpose, other than the agricultural or open space purposes, and compatible uses as listed and defined in said Resolution No. 106-04, and pursuant to the applicable procedures set forth in that resolution. No structures shall be erected upon the Property except such structures as may be directly related to authorized uses of the Property. The use of the Property shall conform to the management plan, attached and made a part of this contract. If an amendment to the management plan is approved by the Board of Supervisors, the amended plan shall be deemed automatically incorporated into the contract as though fully set forth herein without the need for a contract amendment. If this contract was approved based on an agricultural management plan for generating an annual gross income under Rule 3 E of Resolution 106-04, the operation shall generate at least \$2,000.00 in annual income for three years of the preceding five years, commencing with the fifth year after the initial anniversary date, and continuing thereafter for three years of each five year period during the term of the contract.

3. The Board of Supervisors of the County may from time to time and during the term of this Contract or any renewals thereof, by resolution, add to those uses listed in said Resolution

No. 106-04; provided, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of this Contract or any renewals thereof.

4. This Contract is subject to the police power of the County. In addition to the restrictions described in paragraph 2, the above described land is subject to all limitations, restrictions, and requirements of the zoning District in which the land is situated, and to any modifications to those provisions that may be adopted during the term of this Contract or any renewals thereof.

5. This Contract shall be effective commencing on December 31, 2008, and shall remain in effect for a period of ten (10) years therefrom and during renewals of this Contract.

6. This Contract shall be automatically renewed for a period of one (1) year on the 31st day of each December, unless notice of nonrenewal is given as provided by Section 51245 of the Government Code. A notice of nonrenewal, irrespective of which party gives the notice, shall be recorded by the County. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

7. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the Property and any tax reduction due to the imposition of the limitations on its use contained herein.

8. The within Contract shall run with the land described herein, and shall be binding upon, and inure to the benefit of, all successors in interest of Owner.

9. (a) There shall be no division or reconfiguration of the Property except in conformance with the California Land Conservation Act and Resolution No. 106-04.

(b) Whenever the Property is divided or reconfigured, the owner of any created parcel may exercise, independent of any other owner of a portion of the divided or reconfigured Property, any of the rights in the original contract.

(c) In the event the Property is divided or reconfigured, a new contract shall be executed by the new owner of each created parcel. The approval of a division or reconfiguration shall be conditioned on the execution of the contracts provided for in this subparagraph.

10. This Contract may be canceled as to any or all of the Property pursuant to Article 5 (commencing with Section 51280) of Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code.

11. Owner, upon request of the County, shall provide information relating to Owner's obligations under this Contract, and shall allow the County Agricultural Commissioner to inspect the land and operation at any time to verify compliance with this contract. On a biennial basis, the County Agricultural Commissioner may review the operation of the management plan for compliance with this contract. Upon notice of each such review, the owner shall submit a report to the Agricultural Commissioner on a form supplied by the Commissioner. Any refusal or failure to provide information is a material breach of this Contract and is a ground for the filing of a notice of nonrenewal or other remedy authorized by law.

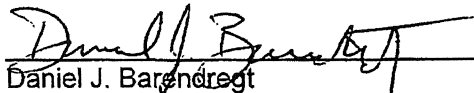
12. Removal of any of the Property from an agricultural preserve, either by change of boundaries of the preserve, disestablishment of the preserve, or nulling and voiding of the preserve shall be the equivalent of a notice of nonrenewal by County.

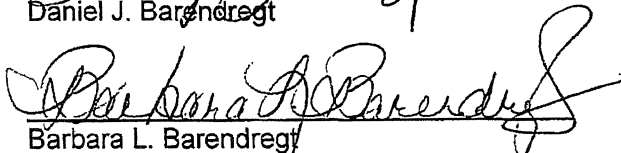
13. County may bring any action in court necessary to enforce this Contract or any provision hereof including, but not limited to, an action to enforce the Contract by specific performance or injunction. In addition, and without altering the applicability of the provisions of paragraph 1, the Owner acknowledges the specific material breach provisions and remedies of Government Code section 51250, a copy of which is attached to this contract as Exhibit A.

14. This Contract is an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution and shall be enforced and administered by County in such a manner as to accomplish the purposes of that Article and the California Land Conservation Act of 1965.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(s)


Daniel J. Barendregt


Barbara L. Barendregt

COUNTY OF TUOLUMNE

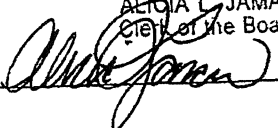
By 
Chairman, Board of Supervisors
County of Tuolumne, State of California

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ATTEST

Clerk of the Board of Supervisors

By 
Deputy

ALICIA L. JAMAR
Clerk of the Board
By: 

(SEAL)

We the undersigned trust deed or other encumbrance holder(s), do hereby approve of the provisions of the within Land Conservation Contract, and agree the encumbrance is subordinated to the restrictions and obligations imposed therein.

(Acknowledgements)

California all-Purpose Acknowledgment attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tuolumne

On 02-29-08
Date

before me, Shirley G. Jacob
Notary Public

Here Insert Name and Title of the Officer

personally appeared Barbara S. Boudregh
Name(s) of Signer(s)

Boudregh

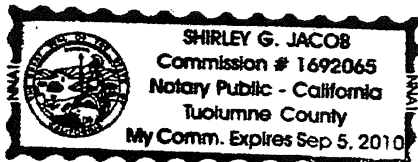
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 Shirley G. Jacob
Signature of Notary Public

Place Notary Seal Above



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: Tuolumne County Seed Conservation Contract

Document Date: 02-29-08

Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A

Section 51250 of the California Government Code, which may be amended from time to time by the California Legislature:

51250. (a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining that it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract.

(f) Within 60 days of receiving the notice, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine if a material breach exists.

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach.

If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if either of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or permitted by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280) or terminates a contract pursuant to Section 51243.5 or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action canceling or terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

TUOLUMNE COUNTY AGRICULTURAL COMMISSIONER'S OFFICE
MANAGEMENT PLANS FOR
WILLIAMSON ACT AND AGRICULTURAL PRESERVE
INSTRUCTIONS FOR APPLICANTS

Please type or use black ink

A management plan for an Agricultural Preserve and/or a Williamson Act, Land Conservation Contract are to be submitted to the Agricultural Commissioner's Office. A Management Plan shall include a complete description of a viable agricultural operation, or open space use that is being conducted or planned on the property as defined in Resolution 106-04/ 3-04. The Agricultural Commissioner shall complete a review of the Management Plan, which shall include an onsite visit of the property. Upon completion of the review, a report and recommendation along with the original application shall be forwarded to The Agricultural Advisory Committee for their consideration.

To qualify for an agricultural preserve, land conservation contract or land division, land must meet the minimum land requirements specified in Resolution 106-04/ 3-04. To be accepted for an initial waiver of minimum acreage requirements only, the current landowner must have a valid land conservation contract under Resolution 122-70 or 134-85. The land shall also have proven water supply sufficient for the intended use.

Old Resolution: check one ☒ 122-70 ☐ 134-85

New Application (not current contract holder) please check all that applies: A. ☐ Williamson Act Contract

B. ☐ Agricultural Preserve C. ☐ Both Agricultural Preserve and Williamson Act Contract

Name of Land Owner(s): Daniel J. and Barbara P. Barendregt

Preserve No: 181 Resolution number: 131

Assessor's Parcel No(s): 034-260-18

Property Description Schedule:

- ☐ Trees, Vines or Perennials Planted (Schedule A)
- ☒ Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc. (Schedule B)
- ☐ Open Space (Schedule C)
- ☐ Recreational Use (Schedule D)
- ☒ Improvements (Schedule E)
- ☒ Land Surface Improvements (Schedule F)

Maps provided: ☐ 39.12

Total acres: 39.12

Land leased: ☐ yes ☐ no: if yes, name and address of leasee:

Barendregt Family Lease - Managed by Paul Barendregt

Does the leasee live on the parcel: ☐ yes ☒ no, if yes please give address of residence:

Number of single-family dwellings on the parcel: 1

Please provide the addresses for those dwellings: 20001 Jamestown Rd, Sonora

A contract approved based upon an agricultural management plan and/or for generating an annual gross income of \$2,000 per contract, may require \$2,000 in annual gross income be generated for three of the immediately previous five years from the production of the agricultural commodity as provided in the approved management plan, as of each anniversary date. Estimated Annual gross income requirements: *Please complete with dollar amount*

Current operation: \$2,000

Proposed 3-years: \$2,000

Proposed 5 years: \$2,000

Additional income information: _____

Page 1 of 7

Name: Barendregt, Daniel & Barbara

Uses on the property: complete all that apply:

USE	CURRENT ACRES	PLANNED USE 3 YEARS	PLANNED USE 5 YEARS	PLANNED USE +5 YEARS
COMMERCIAL				
AGRICULTURAL PRODUCTION	39			
RECREATIONAL USE				
OPEN SPACE USE				

Complete Description of Current or Planned Use:

Cattle - 6 pairs to start

Owners of land under land conservation contracts existing prior to the effective date of this resolution shall be offered new land conservation contracts notwithstanding the fact that the parcels may not meet the minimum acreage requirements contained herein. All other provisions of these regulations shall be met to qualify land for a new contract.

MINIMUM ACREAGE FOR LAND USES	
Use	Minimum Acreage
Dry land grazing 90% shall be for agricultural production	160 acres
Dry land grazing used in combination with 20% minimum shall be in irrigated pasture 90% shall be for agricultural production	80 acres
All other agricultural uses on nonprime agricultural land 90% shall be for agricultural production	40 acres
All other agricultural uses on prime agricultural land 90% shall be for agriculture production	10 acres
Recreational Use 90% shall be subject to management plan	40 acres
Open Space Use 90% shall be subject to a management plan	40 acres
Combined Uses listed above 90% shall be subject to a management plan 20% minimum shall be in irrigated or Prime Lands	80 acres

Additional Information	Please check all of the	Appropriate use(s)
☐ Home Occupation w/ ag operation	☐ Commercial ag marketing facility	☐ Farm Labor Housing
☐ Roadside stand		☐ Other: _____
☐ Surface Mining for use in ag operation		

(Schedule A):

Trees, Vines or Perennials Planted (please included annual crops)

[illegible]

A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use

B. Include a summary of how agricultural products will be marketed.

[illegible]

Name:	Schedule A
For Agency Use:	For Agency Use

(Schedule B)

Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc.

[illegible]

A. Include a summary of how the agricultural products will be marketed

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Name:	Schedule B
For Agency Use:	For Agency Use

(Schedule C)

Open Space: Must meet criteria of **Section 14112 (C) of the Open Space Subvention Act**, land shall be deemed to be devoted to open space use of statewide significance.

Parcel	Specific Use	Existing Acres	Proposed Acres 3 years	Proposed Acres 5 years

Additional
Information: _____

(Schedule D)

Recreational Use: Must be in natural state or compatible with existing agricultural use.

Parcel	Specific Use	Natural state or Compatible Agricultural	Proposed Acres 3-years	Proposed Acres 5-years

Additional
Information: _____

Name:	Schedule C
Schedule D	For Agency Use
For Agency Use:	For Agency Use

(Schedule E)

IMPROVEMENTS: both existing and proposed (Structures, pumps, pipe lines, wind machines, etc.)

Parcel	Description	Existing Yes or No	Proposed 3 year Yes or No	Proposed 5 year Yes or No
034-260-18	Fencing	yes	yes	yes
"	Water/feed troughs	yes	yes	yes
"	Barn	yes	yes	yes
"	Pers. Property tractor	yes	yes	yes
"	Corrals chutes	no	yes	yes

(Schedule F)

Land Surface Improvements: (Leveling, ripping, drainage, wells, etc.)

Parcel	Acres	Description	Existing Yes or No	Proposed 3 year Yes or No	Proposed 5 year Yes or No
034-260-18	AS needed	Clear brush to provide better pasture/ feed.	yes	yes	yes

Additional
Information:

Name:	Schedule E
Schedule F	For Agency Use
For Agency Use:	For Agency Use

I certify (or declare) under penalty of perjury under the Laws of the State of California and the County of Tuolumne that the foregoing and all information hereon, including any accompanying statement or documents, is true, correct and complete to the best of my knowledge and belief.

Signature of Applicant(s):

Antonia Barandak

Date:

2/14/05

Title(s):

Owner

Mailing address:

70001 Jamestown Rd

Physical address:

Same

Daytime phone:

209/532-6626

Evening phone:

Same

Agency Use: Application accepted ☐ Yes ☐ No: If no

Explain:

Date received:

Date inspected:

Date amended:

Date reviewed by Agr. Adv.:

Signature of Inspector:

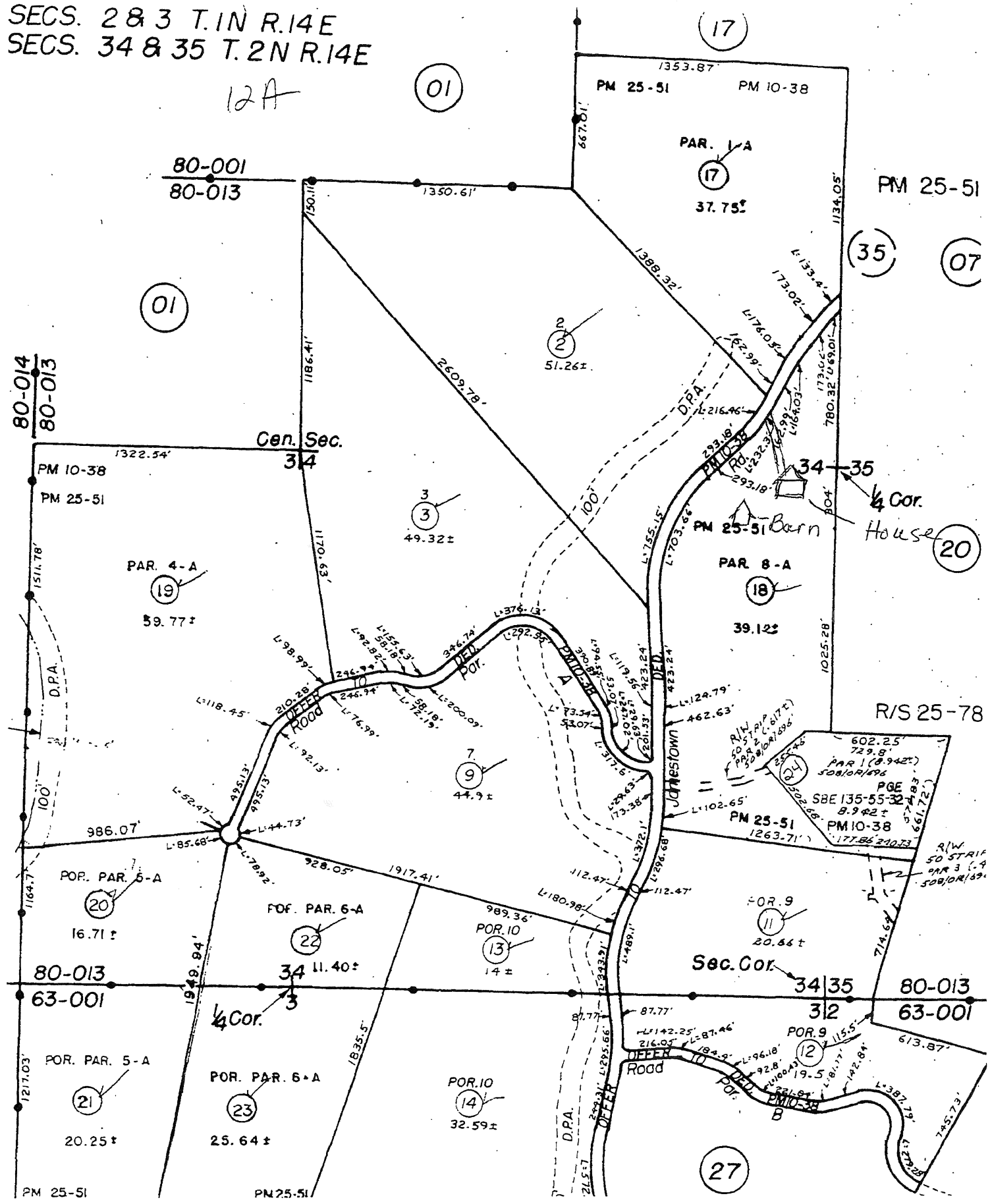
Date Contract Issued:

Contract No.:

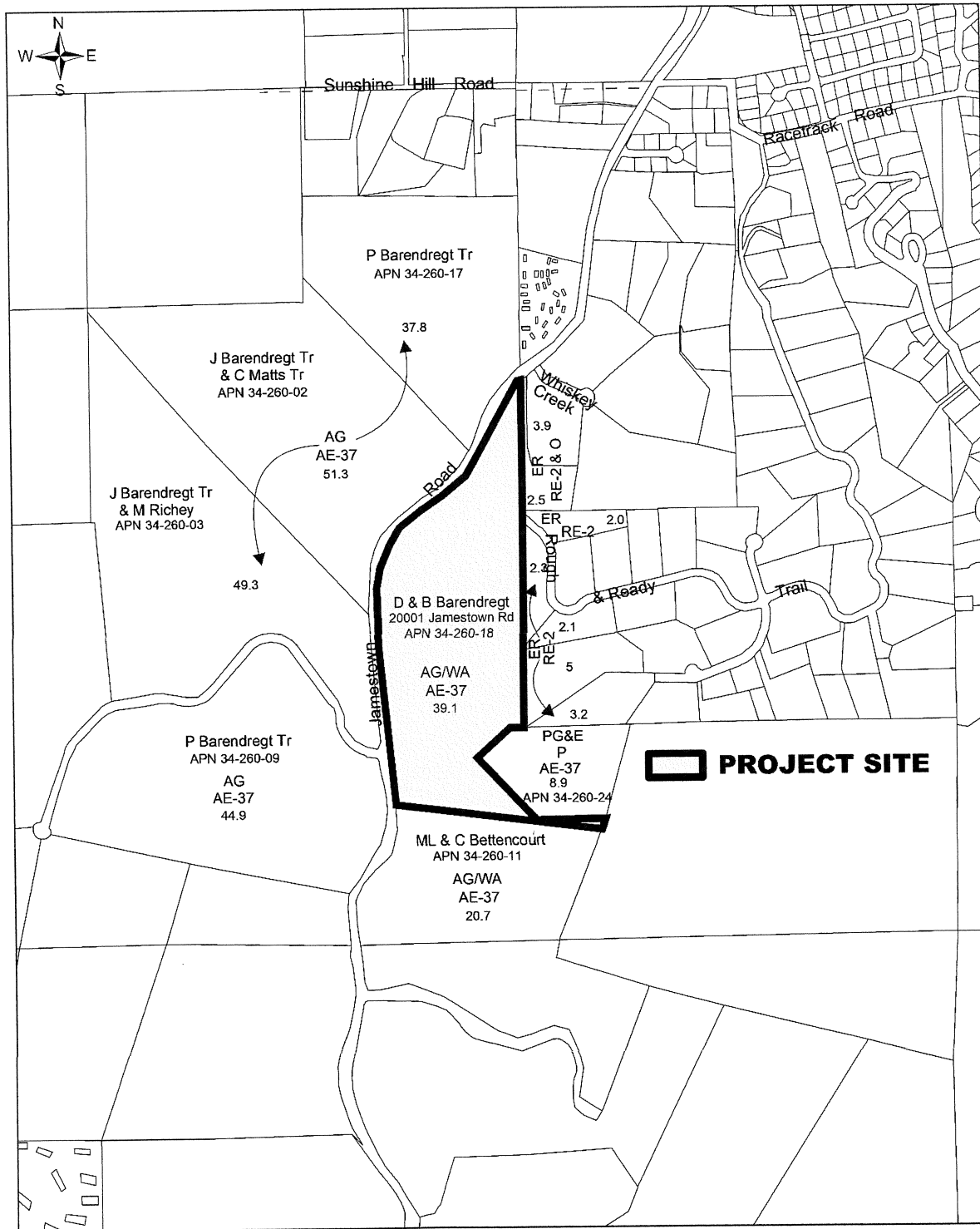
Page 7 of 7

SECS. 2 & 3 T.1N R.14E
SECS. 34 & 35 T.2N R.14E

12A



05WA-153, Barendregt



TUOLUMNE COUNTY
AGRICULTURAL COMMISSIONER'S OFFICE
WILLIAMSON ACT SITE INSPECTION FORM
RESOLUTION 106-04/ 3-04

Name of Land

Owner(s): Daniel and Barbara Barendregt _____ Phone: _____

Preserve No: 181 _____ Proposed Contract Number: 05WA-153 _____

Assessor's Parcel No(s): 34-260-18 _____

CHECK THE BOXES APPLICABLE TO THE MANAGEMENT PLAN SUBMITTED

Property Compliance Schedule:

- ☐ **Application incomplete Returned to CDD on** _____
- ☐ **Trees, Vines or Perennials Planted (Schedule A)**
Property Compliance: ☐ Yes ☐ No
- ☒ **Animals: Including all livestock, poultry, apiaries, etc. (Schedule B)**
Property Compliance: ☐ Yes ☒ No
- ☒ **Grazing/Range Land**
Property Compliance: ☐ Yes ☒ No
- ☐ **Improvements (Schedule E)**
- ☐ **Land Surface Improvements (Schedule F)**

Total acres: 39.12 _____

Recommended to approve for compliance with Management Plan: ☐ Yes ☒ No ☐ None

☐ Reinspection required ☐ Supplemental report attached

☐ Discussed three-year compliance with Management Plan: Rule 1

COMMENTS: The current Ag management plan is cattle. No cattle were present. Property owner has not responded to our yearly Reporting Statement and Eligibility in years 2020 and 2021.

Date received: 4/17/23 _____

Date inspected: 4/19/23 _____ Date re-inspected: _____

Signature of Inspector: *Scott W. Kahl* _____

XX

Meeting date of Agricultural Advisory Committee: _____

☐ **Approved** ☐ **Denied**

XX

Agency Use Only

1 copy to CDD

1 copy for file

Recorded at the Request of:
The County of Tuolumne
Return to:
County Clerk of the Board
County of Tuolumne



Doc # 2668613670
Page 1 of 19
Date: 10/22/2008 01:31P
Recording Requested By:
TUOLUMNE CO, BRD SPKVSRS
Filed & Recorded in Official Records
of COUNTY OF TUOLUMNE
~~CONTRACT~~
COUNTY RECORDER
Fee: \$0.00

TUOLUMNE COUNTY LAND CONSERVATION

CONTRACT NO. 05WA-188

THIS CONTRACT, made and entered into this 21st day of October, 2008,
by and between Jeffrey A. Shea and Shana Oblender-Shea, Husband and Wife, and Norman
Perry and Tera Oblender-Perry, Husband and Wife, and Thomas W. Oblender, hereinafter
referred to as "OWNER", and the COUNTY OF TUOLUMNE, a political subdivision of the State of
California, hereinafter referred to as "COUNTY".

RECITALS

A. Owner is the owner of certain real property located within the unincorporated area of
the County, which property is presently devoted to agricultural, open space, and compatible uses
and is particularly described as follows:

Parcels A and B, as shown on the map recorded in the office of the County Recorder of the
County of Tuolumne, California, on April 24, 1988, in Volume 35 of Parcel Maps, at pages 95
through 96, inclusive (Assessor's Parcel Numbers 64-180-73 and 64-180-75) (herein referred to
as the "Property "); and,

B. The Property is located in Agricultural Preserve No. 08-01 heretofore established by
Resolution No. 129-08; and,

C. Both Owner and County desire to limit the use of the Property to agricultural, open
space, and compatible uses in order to discourage premature and unnecessary conversion of
such Property from agricultural uses, recognizing that such Property has definite public value as
open space and that the preservation of such Property in agricultural production or open space
constitutes an important physical, social, aesthetic and
economic asset to County to maintain the agricultural economy or environment of County and the
State of California; and,

D. By Resolution No. 106-04 adopted June 15, 2004, County established the policies, rules and procedures governing the implementation and administration of the California Land Conservation Act of 1965 in the County of Tuolumne, and

E. It is intended that the terms, conditions and restrictions of said contracts shall be an enforceable restriction under the provisions of Section 422 of the California Revenue and Taxation Code.

The parties, based on the above recitals, and in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, commencing with Section 51200, of Part 1 of Division 1 of Title 5 of the California Government Code) and Resolution No. 106-04, and is subject to all the provisions thereof as they may be amended from time to time.

2. During the term of this Contract or any renewals thereof, the Property shall not be used for any purpose, other than the agricultural or open space purposes, and compatible uses as listed and defined in said Resolution No. 106-04, and pursuant to the applicable procedures set forth in that resolution. No structures shall be erected upon the Property except such structures as may be directly related to authorized uses of the Property. The use of the Property shall conform to the management plan, attached and made a part of this contract. If an amendment to the management plan is approved by the Board of Supervisors, the amended plan shall be deemed automatically incorporated into the contract as though fully set forth herein without the need for a contract amendment. If this contract was approved based on an agricultural management plan for generating an annual gross income under Rule 3 E of Resolution 106-04, the operation shall generate at least \$2,000.00 in annual income for three years of the preceding five years, commencing with the fifth year after the initial anniversary date, and continuing thereafter for three years of each five year period during the term of the contract.

3. The Board of Supervisors of the County may from time to time and during the term of this Contract or any renewals thereof, by resolution, add to those uses listed in said Resolution

No. 106-04; provided, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of this Contract or any renewals thereof.

4. This Contract is subject to the police power of the County. In addition to the restrictions described in paragraph 2, the above described land is subject to all limitations, restrictions, and requirements of the zoning District in which the land is situated, and to any modifications to those provisions that may be adopted during the term of this Contract or any renewals thereof.

5. This Contract shall be effective commencing on December 31, 2008, and shall remain in effect for a period of ten (10) years therefrom and during renewals of this Contract.

6. This Contract shall be automatically renewed for a period of one (1) year on the 31st day of each December, unless notice of nonrenewal is given as provided by Section 51245 of the Government Code. A notice of nonrenewal, irrespective of which party gives the notice, shall be recorded by the County. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

7. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the Property and any tax reduction due to the imposition of the limitations on its use contained herein.

8. The within Contract shall run with the land described herein, and shall be binding upon, and inure to the benefit of, all successors in interest of Owner.

9. (a) There shall be no division or reconfiguration of the Property except in conformance with the California Land Conservation Act and Resolution No. 106-04.

(b) Whenever the Property is divided or reconfigured, the owner of any created parcel may exercise, independent of any other owner of a portion of the divided or reconfigured Property, any of the rights in the original contract.

(c) In the event the Property is divided or reconfigured, a new contract shall be executed by the new owner of each created parcel. The approval of a division or reconfiguration shall be conditioned on the execution of the contracts provided for in this subparagraph.

10. This Contract may be canceled as to any or all of the Property pursuant to Article 5 (commencing with Section 51280) of Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code.

11. Owner, upon request of the County, shall provide information relating to Owner's obligations under this Contract, and shall allow the County Agricultural Commissioner to inspect the land and operation at any time to verify compliance with this contract. On a biennial basis, the County Agricultural Commissioner may review the operation of the management plan for compliance with this contract. Upon notice of each such review, the owner shall submit a report to the Agricultural Commissioner on a form supplied by the Commissioner. Any refusal or failure to provide information is a material breach of this Contract and is a ground for the filing of a notice of nonrenewal or other remedy authorized by law.

12. Removal of any of the Property from an agricultural preserve, either by change of boundaries of the preserve, disestablishment of the preserve, or nulling and voiding of the preserve shall be the equivalent of a notice of nonrenewal by County.

13. County may bring any action in court necessary to enforce this Contract or any provision hereof including, but not limited to, an action to enforce the Contract by specific performance or injunction. In addition, and without altering the applicability of the provisions of paragraph 1, the Owner acknowledges the specific material breach provisions and remedies of Government Code section 51250, a copy of which is attached to this contract as Exhibit A.

14. This Contract is an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution and shall be enforced and administered by County in such a manner as to accomplish the purposes of that Article and the California Land Conservation Act of 1965.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day
and year first above written.

OWNER(s)

See attached

Jeffrey A. Shea

Shana Oblender-Shea
Shana Oblender-Shea

Norman Perry
Norman Perry

Tera Oblender-Perry
Tera Oblender-Perry

Thomas W. Oblender
Thomas W. Oblender

COUNTY OF TUOLUMNE

By _____
Chairman, Board of Supervisors
County of Tuolumne, State of California

ATTEST
Clerk of the Board of Supervisors

By _____
Deputy

(SEAL)

We the undersigned trust deed or other encumbrance holder(s), do hereby approve of the provisions of the within Land Conservation Contract, and agree the encumbrance is subordinated to the restrictions and obligations imposed therein.

(Acknowledgements)

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(s)

Jeffrey A. Shea
Jeffrey A. Shea

Shana Oblender-Shea

Norman Perry

Tera Oblender-Perry

Thomas W. Oblender

COUNTY OF TUOLUMNE

By [Signature]
Chairman, Board of Supervisors
County of Tuolumne, State of California

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: [Signature]
ALICIA L. JAMAR
Clerk of the Board

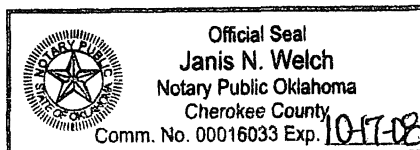
ATTEST
Clerk of the Board of Supervisors

By [Signature]
Deputy

(SEAL)

We the undersigned trust deed or other encumbrance holder(s), do hereby approve of the provisions of the within Land Conservation Contract, and agree the encumbrance is subordinated to the restrictions and obligations imposed therein.

Subscribed in my presence & sworn to before me this 7th day of Aug, 2008.
Janis N. Welch (Acknowledgements)
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of Santa Clara

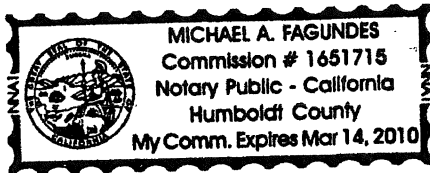
On 27th of August, 2008 before me, Michael A. Fagundes, a Notary Public,
Date

personally appeared Shana Oblender-Shea
Name of Signer

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.



Notary Seal

Michael A. Fagundes
Notary Signature

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: Tuolumne County Land Conservation Contract

Document Date: 15th of August, 2008 Number of Pages: 9 (nine)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shana Oblender-Shea

☒ Individual

☐ Corporate Officer

Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-fact RIGHT THUMBPRINT

☐ Trustee OF SIGNER

☐ Guardian or Conservator Top of thumb here

☐ Other: _____

Signer is Representing:

Self

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-fact RIGHT THUMBPRINT

☐ Trustee OF SIGNER

☐ Guardian or Conservator Top of thumb here

☐ Other: _____

Signer is Representing:

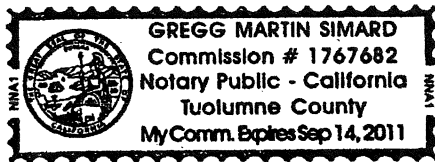
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of TUOLUMNE

On 8-15-08 before me, GREGG MARTIN SIMARD
Date Here Insert Name and Title of the Officer

personally appeared THOMAS WOGAN OBLENDER AND
Name(s) of Signer(s)
NORMAN FITZ PERRY



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 [Signature]
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

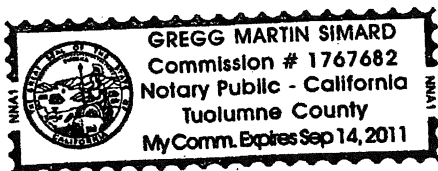
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of TUOLUMNE

On 8-22-08 before me, GREGG MARTIN SIMARD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared TERA LYN OBLENDER PERRY
Name(s) of Signer(s)



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

Signature of Notary Public

Place Notary Seal Above

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.

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A

Section 51250 of the California Government Code, which may be amended from time to time by the California Legislature:

51250. (a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining that it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract.

(f) Within 60 days of receiving the notice, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine if a material breach exists.

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach.

If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if either of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or permitted by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280) or terminates a contract pursuant to Section 51243.5 or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action canceling or terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

TUOLUMNE COUNTY AGRICULTURAL COMMISSIONER'S OFFICE
MANAGEMENT PLANS FOR
WILLIAMSON ACT AND AGRICULTURAL PRESERVE
INSTRUCTIONS FOR APPLICANTS

Please type or use black ink

A management plan for an Agricultural Preserve and/or a Williamson Act, Land Conservation Contract are to be submitted to the Agricultural Commissioner's Office. A Management Plan shall include a complete description of a viable agricultural operation, or open space use that is being conducted or planned on the property as defined in Resolution 106-04/ 3-04. The Agricultural Commissioner shall complete a review of the Management Plan, which shall include an onsite visit of the property. Upon completion of the review, a report and recommendation along with the original application shall be forwarded to The Agricultural Advisory Committee for their consideration.

To qualify for an agricultural preserve, land conservation contract or land division, land must meet the minimum land requirements specified in Resolution 106-04/ 3-04. To be accepted for an initial waiver of minimum acreage requirements only, the current landowner must have a valid land conservation contract under Resolution 122-70 or 134-85. The land shall also have proven water supply sufficient for the intended use.

Old Resolution: check one ☐ 122-70 ☐ 134-85 None

New Application (not current contract holder) please check all that applies: A. ☒ Williamson Act Contract

B. ☐ Agricultural Preserve C. ☐ Both Agricultural Preserve and Williamson Act Contract

Name of Land Owner(s): Shana Oblander, Jeffrey Shea, Tera & Norman Perry, Tom Oblander

Preserve No: 4 Resolution number: 106-4

Assessor's Parcel No(s): 64-180-73 and 64-180-75

Property Description Schedule:

- ☐ Trees, Vines or Perennials Planted (Schedule A)
- ☒ Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc. (Schedule B)
- ☐ Open Space (Schedule C)
- ☐ Recreational Use (Schedule D)
- ☐ Improvements (Schedule E)
- ☐ Land Surface Improvements (Schedule F)

Maps provided: ☐

Total acres: 20 and 160 acres

Land leased: ☐ yes ☒ no: if yes, name and address of leasee:

Does the leasee live on the parcel: ☐ yes ☐ no, if yes please give address of residence:

N/A

Number of single-family dwellings on the parcel: 2 homes

Please provide the addresses for those dwellings: 13790 Sims Road

RECEIVED
SEP 23 2005
COUNTY OF TUOLUMNE
COMMUNITY DEVELOPMENT
DEPARTMENT

A contract approved based upon an agricultural management plan and/or for generating an annual gross income of \$2,000 per contract, may require \$2,000 in annual gross income be generated for three of the immediately previous five years from the production of the agricultural commodity as provided in the approved management plan, as of each anniversary date. Estimated Annual gross income requirements: Please complete with dollar amount

Current operation: \$ 2,000 +

Proposed 3-years: \$ it

Proposed 5 years: \$ it

Additional income information: X NA

Page 1 of 7

Name: Triops Ranch

Uses on the property: complete all that apply:

USE	CURRENT ACRES	PLANNED USE 3 YEARS	PLANNED USE 5 YEARS	PLANNED USE +5 YEARS
COMMERCIAL AGRICULTURAL PRODUCTION	180	"	"	
RECREATIONAL USE	No			
OPEN SPACE USE	Range	Cattle	"	"

Complete Description of Current or Planned Use:

Cattle grazing with irrigated pasture

Owners of land under land conservation contracts existing prior to the effective date of this resolution shall be offered new land conservation contracts notwithstanding the fact that the parcels may not meet the minimum acreage requirements contained herein. All other provisions of these regulations shall be met to qualify land for a new contract.

MINIMUM ACREAGE FOR LAND USES	
Use	Minimum Acreage
Dry land grazing 90% shall be for agricultural production	160 acres
Dry land grazing used in combination with 20% minimum shall be in irrigated pasture 90% shall be for agricultural production	80 acres
All other agricultural uses on nonprime agricultural land 90% shall be for agricultural production	40 acres
All other agricultural uses on prime agricultural land 90% shall be for agriculture production	10 acres
Recreational Use 90% shall be subject to management plan	40 acres
Open Space Use 90% shall be subject to a management plan	40 acres
Combined Uses listed above 90% shall be subject to a management plan 20% minimum shall be in irrigated or Prime Lands	80 acres

Additional Information	Please check all of the	Appropriate use(s)
☐ Home Occupation w/ ag operation	☐ Commercial ag marketing facility	☐ Farm Labor Housing
☐ Roadside stand	NA	☐ Other: NA
☐ Surface Mining for use in ag operation	NA	

(Schedule A)

Trees, Vines or Perennials Planted (please included annual crops)

[illegible]

A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use

B. Include a summary of how agricultural products will be marketed.

A hand-drawn sketch on lined paper showing a coordinate system. The horizontal axis is labeled 'x' and the vertical axis is labeled 'y'. Two curves are plotted: one is a parabola opening downwards, and the other is a curve that starts near the origin and increases steeply, resembling an exponential growth. The two curves intersect at two points, one in the first quadrant and one in the second quadrant.

Name:	Schedule A
For Agency Use:	For Agency Use

Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc.

Description	Number existing	Number Proposed- 3 yr.	Numbers Proposed- 5 yr
Cattle	27	50	"
↓	↓	↓	↓
✓	✓	✓	✓

A. Include a summary of how the agricultural products will be marketed

Cattle sold at local markets

Name:	Schedule B
For Agency Use:	For Agency Use

(Schedule C)

Open Space: Must meet criteria of **Section 14112 (C) of the Open Space Subvention Act**, land shall be deemed to be devoted to open space use of statewide significance.

Parcel	Specific Use	Existing Acres	Proposed Acres 3 years	Proposed Acres 5 years

Additional
Information:

(Schedule D)

Recreational Use: Must be in natural state or compatible with existing agricultural use.

Parcel	Specific Use	Natural state or Compatible Agricultural	Proposed Acres 3-years	Proposed Acres 5-years

Additional
Information:

Name:	Schedule C
Schedule D	For Agency Use
For Agency Use:	For Agency Use

(Schedule E)

IMPROVEMENTS: both existing and proposed (Structures, pumps, pipe lines, wind machines, etc.)

Parcel	Description	Existing Yes or No	Proposed 3 year Yes or No	Proposed 5 year Yes or No
64-180-73	House / Carport	Y		
"	5 Sheds	Y		
64-180-75	3 wells	Y		
64-180-75	Barn	Y		
"	well house	Y		
"	tree Barn	Y		
"	Corrals / Chutes	Y		
"	SFD	N	Y	
64-180-75	2nd House	N	Y	

(Schedule F)

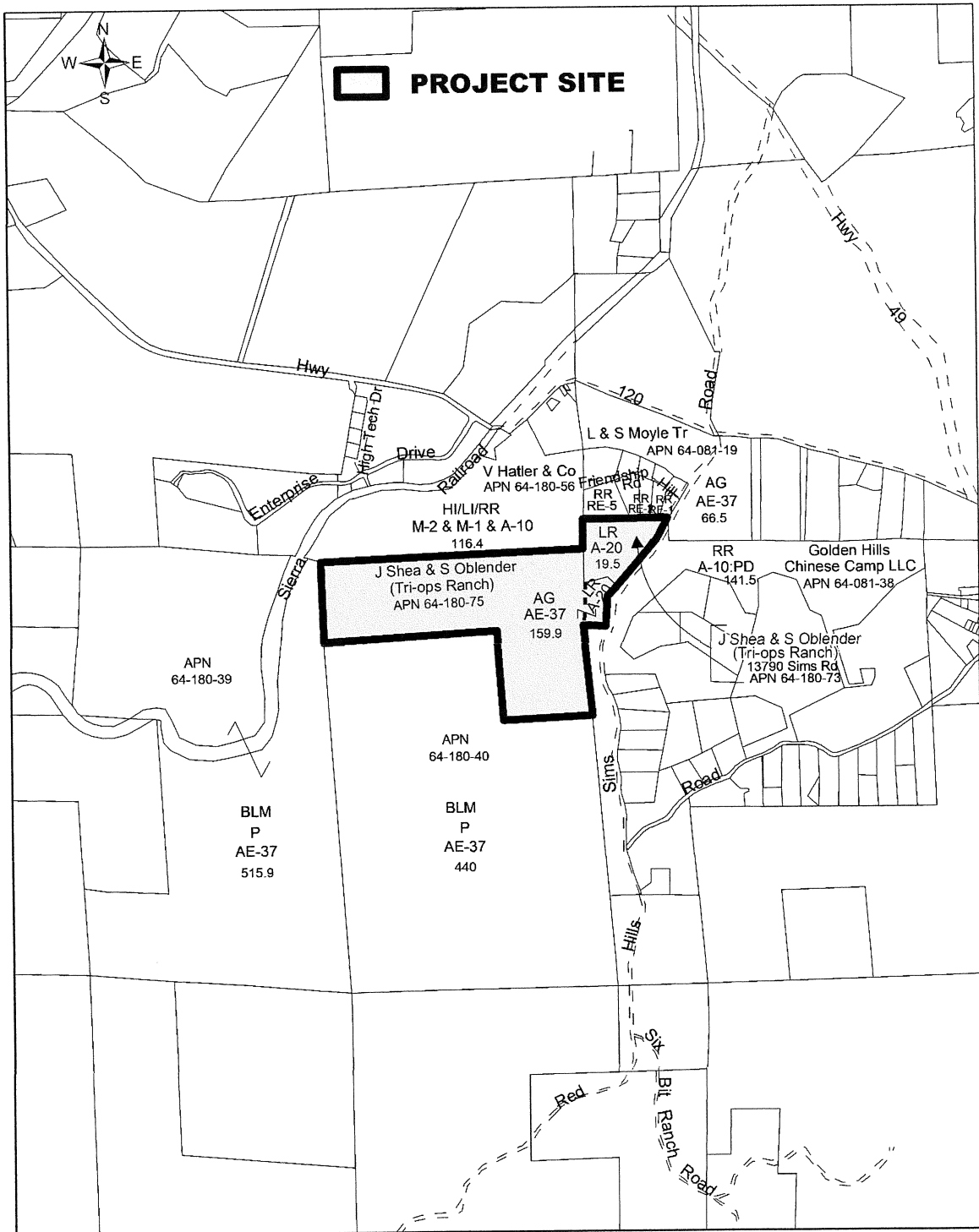
Land Surface Improvements: (Leveling, ripping, drainage, wells, etc.)

Parcel	Acres	Description	Existing Yes or No	Proposed 3 year Yes or No	Proposed 5 year Yes or No
64-180-75	50	hay crop-plowing	Y		

Additional
Information:

Name:	Schedule E
Schedule F	For Agency Use
For Agency Use:	For Agency Use

05WA-188, Perry



TUOLUMNE COUNTY
AGRICULTURAL COMMISSIONER'S OFFICE
WILLIAMSON ACT SITE INSPECTION FORM
RESOLUTION 106-04/ 3-04

Name of Land

Owner(s): Norman and Tera Perry _____ Phone: _____

Preserve No: _____ Proposed Contract Number: 05WA-188 _____

Assessor's Parcel No(s): 64-180-73 _____

CHECK THE BOXES APPLICABLE TO THE MANAGEMENT PLAN SUBMITTED

Property Compliance Schedule:

- ☐ **Application incomplete Returned to CDD on** _____
- ☐ **Trees, Vines or Perennials Planted (Schedule A)**
Property Compliance: ☐ Yes ☐ No
- ☒ **Animals: Including all livestock, poultry, apiaries, etc. (Schedule B)**
Property Compliance: ☐ Yes ☒ No
- ☒ **Grazing/Range Land**
Property Compliance: ☐ Yes ☒ No
- ☐ **Improvements (Schedule E)**
- ☐ **Land Surface Improvements (Schedule F)**

Total acres: 20 _____

Recommended to approve for compliance with Management Plan: ☐ Yes ☒ No ☐ None

☐ **Reinspection required** ☐ **Supplemental report attached**

☐ **Discussed three-year compliance with Management Plan: Rule 1**

COMMENTS: No longer qualifies due to acreage size of 20 acres. Was part of the Triops ranch.

Date received: 4/17/23 _____

Date inspected: 4/19/23 _____ **Date re-inspected:** _____

Signature of Inspector: *Scott W. Kahl* _____
XX

Meeting date of Agricultural Advisory Committee: _____

☐ **Approved** ☐ **Denied**
XX

Agency Use Only

1 copy to CDD

1 copy for file

Recorded at the Request of:
The County of Tuolumne
Return to:
County Clerk of the Board
County of Tuolumne



Doc # 2668613172
Page 1 of 17
Date: 10/8/2008 02:11P
Recording Requested By:
TUOLUMNE CO, BRD SPRVRS
Filed & Recorded in Official Records
of COUNTY OF TUOLUMNE
COUNTY RECORDER

TUOLUMNE COUNTY LAND CONSERVATION CONTRACT

CONTRACT NO. WA06-004: 10.00

THIS CONTRACT, made and entered into this 7th day of October, 2008,
by and between Stephen D. Jones, hereinafter referred to as "OWNER", and the COUNTY OF
TUOLUMNE, a political subdivision of the State of California, hereinafter referred to as
"COUNTY".

RECITALS

A. Owner is the owner of certain real property located within the unincorporated area of
the County, which property is presently devoted to agricultural, open space, and compatible uses
and is particularly described as follows:

Parcels 1, 2, 3 and 4 as shown on the map recorded in the office of the County Recorder of the
County of Tuolumne, California, on May 13, 2004, in Volume 46 of Parcel Maps at pages 7
through 9, inclusive (Assessor's Parcel Numbers 83-010-23, 83-010-68, 83-010-69, 83-010-70
and 83-010-71); (herein referred to as the "Property"); and,

B. The Property is located in Agricultural Preserve No. 185 heretofore established by
Resolution No. 131; and,

C. Both Owner and County desire to limit the use of the Property to agricultural, open
space, and compatible uses in order to discourage premature and unnecessary conversion of
such Property from agricultural uses, recognizing that such Property has definite public value as
open space and that the preservation of such Property in agricultural production or open space
constitutes an important physical, social, aesthetic and
economic asset to County to maintain the agricultural economy or environment of County and the
State of California; and,

D. By Resolution No. 106-04 adopted June 15, 2004, County established the policies, rules and procedures governing the implementation and administration of the California Land Conservation Act of 1965 in the County of Tuolumne, and

E. It is intended that the terms, conditions and restrictions of said contracts shall be an enforceable restriction under the provisions of Section 422 of the California Revenue and Taxation Code.

The parties, based on the above recitals, and in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, commencing with Section 51200, of Part 1 of Division 1 of Title 5 of the California Government Code) and Resolution No. 106-04, and is subject to all the provisions thereof as they may be amended from time to time.

2. During the term of this Contract or any renewals thereof, the Property shall not be used for any purpose, other than the agricultural or open space purposes, and compatible uses as listed and defined in said Resolution No. 106-04, and pursuant to the applicable procedures set forth in that resolution. No structures shall be erected upon the Property except such structures as may be directly related to authorized uses of the Property. The use of the Property shall conform to the management plan, attached and made a part of this contract. If an amendment to the management plan is approved by the Board of Supervisors, the amended plan shall be deemed automatically incorporated into the contract as though fully set forth herein without the need for a contract amendment. If this contract was approved based on an agricultural management plan for generating an annual gross income under Rule 3 E of Resolution 106-04, the operation shall generate at least \$2,000.00 in annual income for three years of the preceding five years, commencing with the fifth year after the initial anniversary date, and continuing thereafter for three years of each five year period during the term of the contract.

3. The Board of Supervisors of the County may from time to time and during the term of this Contract or any renewals thereof, by resolution, add to those uses listed in said Resolution

No. 106-04; provided, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of this Contract or any renewals thereof.

4. This Contract is subject to the police power of the County. In addition to the restrictions described in paragraph 2, the above described land is subject to all limitations, restrictions, and requirements of the zoning District in which the land is situated, and to any modifications to those provisions that may be adopted during the term of this Contract or any renewals thereof.

5. This Contract shall be effective commencing on December 31, 2008, and shall remain in effect for a period of ten (10) years therefrom and during renewals of this Contract.

6. This Contract shall be automatically renewed for a period of one (1) year on the 31st day of each December, unless notice of nonrenewal is given as provided by Section 51245 of the Government Code. A notice of nonrenewal, irrespective of which party gives the notice, shall be recorded by the County. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

7. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the Property and any tax reduction due to the imposition of the limitations on its use contained herein.

8. The within Contract shall run with the land described herein, and shall be binding upon, and inure to the benefit of, all successors in interest of Owner.

9. (a) There shall be no division or reconfiguration of the Property except in conformance with the California Land Conservation Act and Resolution No. 106-04.

(b) Whenever the Property is divided or reconfigured, the owner of any created parcel may exercise, independent of any other owner of a portion of the divided or reconfigured Property, any of the rights in the original contract.

(c) In the event the Property is divided or reconfigured, a new contract shall be executed by the new owner of each created parcel. The approval of a division or reconfiguration shall be conditioned on the execution of the contracts provided for in this subparagraph.

10. This Contract may be canceled as to any or all of the Property pursuant to Article 5 (commencing with Section 51280) of Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code.

11. Owner, upon request of the County, shall provide information relating to Owner's obligations under this Contract, and shall allow the County Agricultural Commissioner to inspect the land and operation at any time to verify compliance with this contract. On a biennial basis, the County Agricultural Commissioner may review the operation of the management plan for compliance with this contract. Upon notice of each such review, the owner shall submit a report to the Agricultural Commissioner on a form supplied by the Commissioner. Any refusal or failure to provide information is a material breach of this Contract and is a ground for the filing of a notice of nonrenewal or other remedy authorized by law.

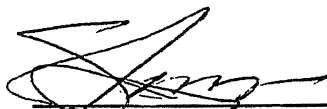
12. Removal of any of the Property from an agricultural preserve, either by change of boundaries of the preserve, disestablishment of the preserve, or nulling and voiding of the preserve shall be the equivalent of a notice of nonrenewal by County.

13. County may bring any action in court necessary to enforce this Contract or any provision hereof including, but not limited to, an action to enforce the Contract by specific performance or injunction. In addition, and without altering the applicability of the provisions of paragraph 1, the Owner acknowledges the specific material breach provisions and remedies of Government Code section 51250, a copy of which is attached to this contract as Exhibit A.

14. This Contract is an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution and shall be enforced and administered by County in such a manner as to accomplish the purposes of that Article and the California Land Conservation Act of 1965.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(s)



Stephen D. Jones

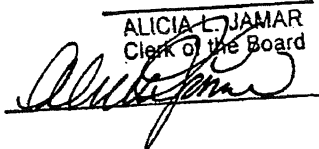
COUNTY OF TUOLUMNE

By 

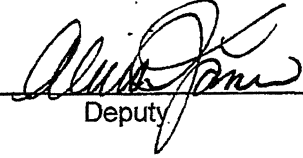
Chairman, Board of Supervisors
County of Tuolumne, State of California

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ALICIA L. JAMAR
Clerk of the Board

By: 

ATTEST
Clerk of the Board of Supervisors

By 

Deputy

(SEAL)

We the undersigned trust deed or other encumbrance holder(s), do hereby approve of the provisions of the within Land Conservation Contract, and agree the encumbrance is subordinated to the restrictions and obligations imposed therein.

(Acknowledgements)

(C) in the case of

(i) a natural person, acknowledged that the person executed the instrument for the purposes stated in it;

(ii) an officer or agent of a corporation, acknowledged that the person held the position or title set out in the instrument and certificate, acknowledged that the person signed the instrument on behalf of the corporation by proper authority, and acknowledged that the instrument was the act of the corporation for the purposes stated in it;

(iii) a member or manager of a limited liability company, acknowledged that the individual signed the instrument on behalf of the limited liability company by proper authority and executed the instrument as the act of the limited liability company for the purposes stated in it;

(iv) a partner or agent of a partnership, limited partnership, or limited liability partnership, acknowledged that the person signed the instrument on behalf of the partnership by proper authority and executed the instrument as the act of the partnership for the purposes stated in it;

(v) a person acknowledging as a principal by an attorney in fact, acknowledged that the person executed the instrument by proper authority as the act of the principal for the purposes stated in it;

(vi) a person acknowledging as a public officer, trustee, administrator, guardian, or other representative, acknowledged that the person signed the instrument in the capacity and for the purposes stated in it; and

(2) the person taking the acknowledgment either knew or had satisfactory evidence that the person acknowledging is the person named in the instrument or certificate.

Sec. 09.63.100. Forms of acknowledgment.

(a) The forms of acknowledgment set out in this subsection may be used and are sufficient for their respective purposes under a law of the state. The authorization of the forms in this section does not preclude the use of other forms.

(1) For an individual acting in the individual's own right:

State of Alaska

Judicial District (or County of _____) or Municipality of Anchorage

The foregoing instrument was acknowledged before me this (date) by (name of person who acknowledged).

Scarlet Higgins
Notary

Signature of Person Taking Acknowledgment

Title or Rank

Serial Number, if any

(2) For a corporation:

State of _____
Judicial District (or County of _____) or Municipality of _____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) a (state or place

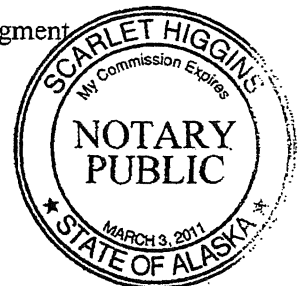


Exhibit A

Section 51250 of the California Government Code, which may be amended from time to time by the California Legislature:

51250. (a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining that it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract.

(f) Within 60 days of receiving the notice, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner as required in subdivision (e). The city or county shall give notice of

the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine if a material breach exists.

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach.

If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if either of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or permitted by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280) or terminates a contract pursuant to Section 51243.5 or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action canceling or terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

TUOLUMNE COUNTY AGRICULTURAL COMMISSIONER'S OFFICE
MANAGEMENT PLANS FOR
WILLIAMSON ACT AND AGRICULTURAL PRESERVE
INSTRUCTIONS FOR APPLICANTS

A management plan for an Agricultural Preserve and/or a Williamson Act, Land Conservation Contract are to be submitted to the Agricultural Commissioner's Office. A Management Plan shall include a complete description of a viable agricultural operation, or open space use that is being conducted or planned on the property as defined in Resolution 3-04. The Agricultural Commissioner shall complete a review of the Management Plan, which shall include an onsite visit of the property. Upon completion of the review, a report and recommendation along with the original application shall be forwarded to The Agricultural Advisory Committee for their consideration.

To qualify for an agricultural preserve, land conservation contract or land division, land must meet the minimum land requirements specified in Resolution 3-04. To be accepted for an initial waiver of minimum acreage requirements only, the current landowner must have a valid land conservation contract under Resolution 122-70 or 134-85. The land shall also have proven water supply sufficient for the intended use.

.....
Old Resolution: check one ☐ 122-70 ☐ 134-85 Contract Number: _____

New Application (not current contract holder): check here ☐

Name of Land Owner(s): Stephen Jones

Preserve No: _____

Date: _____

Assessor's Parcel No(s): 83-010-68/83-010-69/83-010-70/83-010-71/83-010-23

Property Description Schedule:

- ☒ Trees, Vines or Perennials Planted (Schedule A)
- ☒ Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc. (Schedule B)
- ☐ Open Space (Schedule C)
- ☒ Recreational Use (Schedule D)
- ☒ Improvements (Schedule E)
- ☐ Land Surface Improvements (Schedule F)

Maps provided: ☐ yes ☐ no

Total acres: 530

Land leased: ☒ yes ☐ no: if yes, name and address of leasee:

Bob Brennan P.O. Box 356 Sonora, CA, 95370

Does the leasee live on the parcel: ☐ yes ☒ no, if yes please give address of residence:

Number of single-family dwellings on the parcel: 2

Please provide the addresses for those dwellings: 15665 Big Hill Rd. Sonora, CA 95370

A contract approved based upon an agricultural management plan and/or for generating an annual gross income of \$2,000 per contract, may require \$2,000 in annual gross income be generated for three of the immediately previous five years from the production of the agricultural commodity as provided in the approved management plan, as of each anniversary date. Estimated Annual gross income requirements: Please complete

Current operation: 24422 \$240,000

Proposed 3-years: 200,000

Proposed 5 years: 200,000

Additional income information: _____

Page 1 of 7

Name: Sierra Glen Ranch

RECEIVED

MAR 20 2006

COUNTY OF TUOLUMNE
COMMUNITY DEVELOPMENT
DEPARTMENT

Uses on the property: complete all that apply:				
USE	CURRENT ACRES	PLANNED USE 3 YEARS	PLANNED USE 5 YEARS	PLANNED USE +5 YEARS
COMMERCIAL AGRICULTURAL PRODUCTION	Yes	Yes	Yes	Yes
RECREATIONAL USE	Yes	Yes	Yes	Yes
OPEN SPACE USE	No	No	No	No

Complete Description of Current or Planned Use:

Fully Operational Farm with bake shop gift shop and fruit stand. Host of outdoor Ag related events. Farm Tours, Picnic site and Dude Ranch.

Owners of land under land conservation contracts existing prior to the effective date of this resolution shall be offered new land conservation contracts notwithstanding the fact that the parcels may not meet the minimum acreage requirements contained herein. All other provisions of these regulations shall be met to qualify land for a new contract.

MINIMUM ACREAGE FOR LAND USES	
Use	Minimum Acreage
Dry land grazing 90% shall be for agricultural production	160 acres
Dry land grazing used in combination with 20% minimum shall be in irrigated pasture 90% shall be for agricultural production	80 acres
All other agricultural uses on nonprime agricultural land 90% shall be for agricultural production	40 acres
All other agricultural uses on prime agricultural land 90% shall be for agriculture production	10 acres
Recreational Use 90% shall be subject to management plan	40 acres
Open Space Use 90% shall be subject to a management plan	40 acres
Combined Uses listed above 90% shall be subject to a management plan 20% minimum shall be in irrigated or Prime Lands	80 acres

Additional Information	Please check all of the	Appropriate use(s)
☒ Home Occupation w/ ag operation	☐ Commercial ag marketing facility	☒ Farm Labor Housing
☐ Roadside stand	☐ Other: _____	☐ Other: _____
☐ Surface Mining for use in ag operation	☐ Other: _____	☐ Other: _____

Trees, Vines or Perennials Planted (Schedule A)
(please included annual crops)

[illegible]

- A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use
- B. Include a summary of how agricultural products will be marketed.

2 single family dwelling, 1 farm labor bunk house
3 barns, cold storage, cider press, bake shop, gift shop
fruit stand, 3 tractors, forklift, delivery truck

Fruit is sold in grocery stores, fruit stand and Farmers Market

Name:	Schedule A
<i>For Agency Use:</i>	<i>For Agency Use</i>

Animals: Including all livestock, poultry, apiaries, rabbits, furbearers, etc. (Schedule B)

Description	Number existing	Number Proposed- 3 yr.	Numbers Proposed- 5 yr
Cattle	40	Same	Same
Horses	5	Same	Same

- A. Describe all appurtenant structures, accessory uses, and equipment and any other information that describes the nature or scope of the commercial agricultural use.
- B. Include a summary of how the agricultural products will be marketed

Land leased and fences maintained by
Bob Brennan P.O. Box 356 Sonoma, CA 95370

Name:	Schedule B
For Agency Use:	For Agency Use

Open Space: Must meet criteria of **Section 14112 (C) of the Open Space Subvention Act**, land shall be deemed to be devoted to open space use of statewide significance. (Schedule C)

Parcel	Specific Use	Existing Acres	Proposed Acres 3 years	Proposed Acres 5 years

Additional
Information:

N/A

Recreational Use: Must be in natural state or compatible with existing agricultural use. (Schedule D)

Parcel	Specific Use	Natural state or Compatible Agricultural	Proposed Acres 3-years	Proposed Acres 5-years
83-010-71	wedding	yes	yes	yes
83-010-71	Farm Tours	yes	yes	yes

Additional
Information:

Name:	Schedule C
Schedule D	For Agency Use
For Agency Use:	For Agency Use

IMPROVEMENTS: both existing and proposed
(Structures, pumps, pipe lines, wind machines, etc.)(Schedule E)

Parcel	Description	Existing	Proposed 3 year	Proposed 5 year
83-010-71	Main House	yes		
83-010-71	Cold storage	yes		
83-010-71	Bake Shop	yes		
83-010-71	Secondary Dwelling	yes		
83-010-71	Storage Barn	yes		
83-010-71	Labour Hoosery	yes		
83-010-71	Packing Shed		X	
83-010-68	Dude Ranch Hoosery			X
83-010-69	Dude Ranch Hoosery			X

Land Surface Improvements:
(Leveling, ripping, drainage, wells, etc.)(Schedule F)

Parcel	Acres	Description	Existing	Proposed 3 year	Proposed 5 year
83-010-71	22	Planted Fruit	yes	yes	yes
83-010-71	8	Planted Fruit			
83-010-71	3	Christmas Trees	yes	yes	yes
83-010-71	1	Picnic Lawn	yes	yes	yes

Additional
Information:

Name:	Schedule E
Schedule F	For Agency Use
For Agency Use:	For Agency Use

I certify (or declare) under penalty of perjury under the Laws of the State of California and the County of Tuolumne that the foregoing and all information hereon, including any accompanying statement or documents, is true, correct and complete to the best of my knowledge and belief.

Signature of Applicant(s):

Date:

3/20/06

Title(s):

Mailing address: 15665 Big Hill Rd Sonoma, CA 95370

2602 Shepherdia Dr. Anchorage, AK 99508

Physical address:

Same

Daytime phone: (209) 532-7534

Evening phone: Same

Agency Use: Application accepted ☐ Yes ☐ No: If no

Explain:

Date received:

Date reviewed by Agr. Adv.:

Date inspected:

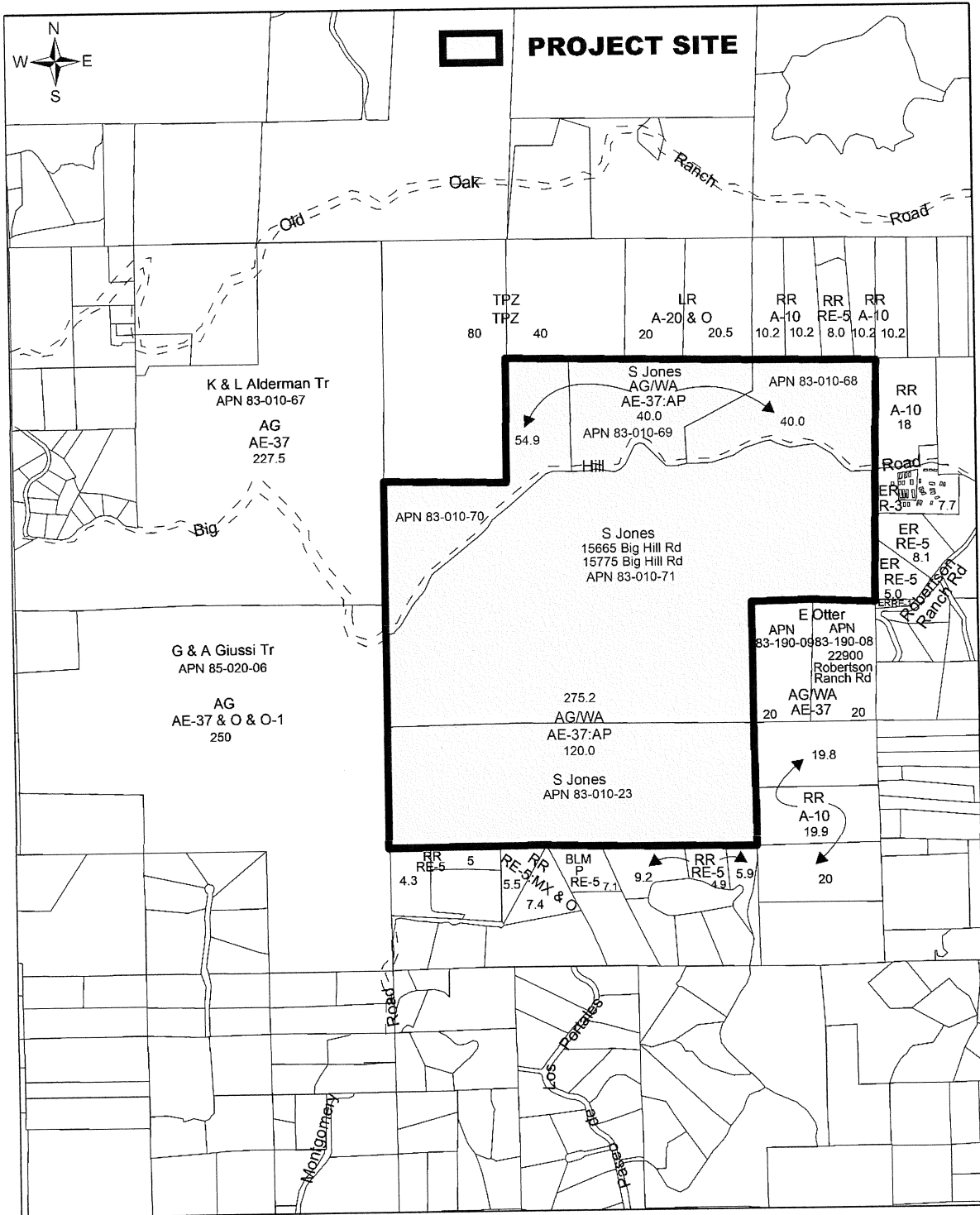
Signature of Inspector:

Date amended:

Date Contract Issued:

Contract No.:

WA06-001, Jones



TUOLUMNE COUNTY
AGRICULTURAL COMMISSIONER'S OFFICE
WILLIAMSON ACT SITE INSPECTION FORM
RESOLUTION 106-04/3-04

Name of Land Owner(s): Stephan Jones (Sierra Glen Ranch) Phone: _____
Preserve No: 185 Proposed Contract Number: 06WA-001
Assessor's Parcel No(s): 83-010-68, 83-010-69, 83-010-70, 83-010-71 (two residences and farm labor housing), 83-010-23

CHECK THE BOXES APPLICABLE TO THE MANAGEMENT PLAN SUBMITTED

Property Compliance Schedule: _____
☐ Application incomplete Returned to CDD on _____
X Trees, Vines or Perennials Planted (Schedule A)
Property Compliance: ☐ Yes ☒ No
X Animals: Including all livestock, poultry, apiaries, etc. (Schedule B)
Property Compliance: ☐ Yes ☒ No
X Grazing/Range Land
Property Compliance: ☐ Yes ☒ No
☐ Property Compliance: ☐ Yes ☒ No
☐ Improvements (Schedule E)
☐ Land Surface Improvements (Schedule F)

Total acres: 530
Recommended to approve for compliance with Management Plan: ☐ Yes ☒ No ☐ None
☐ Reinspection required ☐ Supplemental report attached
☐ Discussed three-year compliance with Management Plan: Rule 1
COMMENTS: The fruit trees, Christmas trees and vines are no longer maintained or in production. All fences are in need of repair so no livestock was present. Property owner has not responded to our yearly Williamson Act Reporting Statement and Eligibility form in years 2020 and 2021.

Date received: 4/17/23
Date inspected: 4/19/23
Signature of Inspector: Scott W. Kahl
Meeting date of Agricultural Advisory Committee: _____
☐ Approved ☐ Denied
XX

Agency Use Only
I copy to CDD

I copy for file

AssesseeName	OwnerAddressStreet	OwnerAddressCity	OwnerAddressState	OwnerAddressZip
ACURSO, CONNIE TR	PO BOX 27228	FRESNO	CA	93729
ALDERMAN, LINDA L TR	PO BOX 127	SOULSBYVILLE	CA	95372
ALFARO RUE	20106 JAMESTOWN RD #18	SONORA	CA	95370
ALLEN CHARISSE F & ALLEN DRAKE	325 SYCAMORE ST	SAN CARLOS	CA	94070
ALLISON GLENN & ALLISON LEONA	20106 JAMESTOWN RD #17	SONORA	CA	95370
ARMBRIGHT, KENT HOWARD	PO BOX 547	SOULSBYVILLE	CA	95372
ARWOOD RACHEL & ARWOOD RANDEL	19800 ROUGH AND READY TRAIL	SONORA	CA	95370
BAIN, JACK W	20106 JAMESTOWN RD #27	SONORA	CA	95370
BARENDREGT JACOB R TR & BAREND	PO BOX 915	JAMESTOWN	CA	95327
BARENDREGT, DANIEL J	20001 JAMESTOWN RD	SONORA	CA	95370
BARENDREGT, MALLORY TR	PO BOX 915	JAMESTOWN	CA	95327
BATEMAN, DONNA MARIE	20106 JAMESTOWN RD #19	SONORA	CA	95370
BEDROCK LLC	916 HOWARD ST	SANTA ROSA	CA	95404
BEDROCK LLC	PO BOX 976	JAMESTOWN	CA	95327
BEDROCK, LLC	2685 ELIZABETH COURT	SEBASTOPOL	CA	95472
BENEVIDES BETTY ESTATE	PO BOX 1551	JAMESTOWN	CA	95327
BORDEN, GAIL E ETAL	20106 JAMESTOWN RD SPC 33	SONORA	CA	95370
BROCK AUSTIN	PO BOX 1119	SOULSBYVILLE	CA	95372
CAMPION, CRISTINA & LOEBEL-FRI	440 CORREAS STREET	HALF MOON BAY	CA	94109
CARR, J ANN TR	10699 WHISKEY CREEK	SONORA	CA	95370
CEDERGREN, JAMES E	16145 BIG HILL RD #28	SONORA	CA	95370
CERDA TRACI	9010 FRIENDSHIP HILL ROAD	JAMESTOWN	CA	95327
CLARK, DEBORAH J TR	19872 PANORAMA PLACE SO	SONORA	CA	95370
COANE, ROBERT THOMAS TR	PO BOX 4148	SONORA	CA	95370
COFER ERIC KREG	16145 BIG HILL RD #15	SONORA	CA	95370
CONNEL, DONNIE L	PO BOX 332	CHINESE CAMP	CA	95309
CONTRERAS DAVID	20106 JAMESTOWN RD SPC 14	SONORA	CA	95370
COOK DENNIS	1789 ALMOND AVE	MERCED	CA	95341
CORTES JAVIER M	20106 JAMESTOWN RD #20	SONORA	CA	95370
COVILLE, ROBERT K	2116 JACKSON CREEK ROAD	COUNCIL	ID	83612
CRANSTON, ERIC	PO BOX 5008 *329	MARIPOSA	CA	95338
CRITTENDEN, WILLIAM J TR	7740 GUENIVERE WAY	CITRUS HEIGHTS	CA	95610
DAVIS RICKY & ELIZABETH A TR	22350 PASEO DE LOS PORTALES	SONORA	CA	95370
DAVIS, BRIAN T	22450 CONKLIN TRAIL	SONORA	CA	95370
DEARTH, ROBYN C ETAL	20106 JAMESTOWN RD #28	SONORA	CA	95370
DENTON, MARY N & DENTON, MACK	16144 BIG HILL ROAD	SONORA	CA	95370
DICKERSON RAYMOND NORMAN & GRI	18495 OMEGA MINE ROAD	JAMESTOWN	CA	95327
DICKERSON, ROBERT	18603 OMEGA MINE RD	JAMESTOWN	CA	95327
DOTY GENA R DAVIS	2805 CHARLOTTE AVE	CERES	CA	95370
DUNCAN LINDA M	PO BOX 1952	COLUMBIA	CA	95310
EDWARDS, ROBERT D	18707 SHELL ROAD	JAMESTOWN	CA	95327
ESTES SHAWN 1/2 ETAL	18647 OMEGA MINE RD	JAMESTOWN	CA	95327
FLAGG, MICHAEL W	22587 FORTUNA MINE ROAD	SONORA	CA	95370
FUNAI PATRICIA L & HITCHBORN A	2292 JUNIPER ST	BISHOP	CA	93514
GARRIDA JOHN & HORSTMAN JAMES	183 EUREKA ST APT #2	SAN FRANCISCO	CA	94114
GAVI, PATRICIA A	9146 FRIENDSHIP HILL RD	JAMESTOWN	CA	95327
GIBBS, IMELDA M 1/3	18481 FIR AVENUE	TUOLUMNE	CA	95379
GIBSON NANCY E & GIBSON RONALD	19180 RAWHIDE RD	JAMESTOWN	CA	95327
GILLETTE TERRI	20106 JAMESTOWN RD #30	SONORA	CA	95370
GLESSMAN, TARA & JACKSON, THEO	340 TOM BELL ROAD SPACE 228	MURPHYS	CA	95247
GRAHAM CHRISTINA	16145 BIG HILL ROAD SP 3	SONORA	CA	95370
GRAY PATRICK JAMES & GRAY JESS	20106 JAMESTOWN RD #24	SONORA	CA	95370
GREEN, RIKKI	22963 ROBERTSON RANCH RD	SONORA	CA	95370
HAMMOND, SCOTT S TR	PO BOX 4923	SONORA	CA	95370
HAWKES, JANELLE LEE	16145 BIG HILL RD #34	SONORA	CA	95370
HEATH, CHRISTOPHER	218 PALM AVE	MODESTO	CA	95350

HOGGLE, JERRY EARL	PO BOX 1315	JAMESTOWN	CA	95327
HOLSCHER, WAYNE TR	PO BOX 188	TUOLUMNE	CA	95379
HOWARD, KENNETH M	9125 FRIENDSHIP HILL RD	JAMESTOWN	CA	95327
HUSAR DAVID	16145 BIG HILL RD #39	SONORA	CA	95370
JEFFERS, CHRISTINE J & JEFFERS	19815 ROUGH & READY TRAIL	SONORA	CA	95370
JONES, STEPHEN D TR	239 PINON DR	GLENNWOOD SPRINGS	CO	81601
KASLIN, DAVID J & KASLIN, SUSAN	16991 BRIERLY COURT	CASTRO VALLEY	CA	94546
KINGSLEY JOYCE	18303 MAIN ST BOX 344	JAMESTOWN	CA	95327
KLIDIES, KATHERINE MARIE TR	570 CALERO AVE	SAN JOSE	CA	95123
KN HOMES LLC	8872 ACACIA AVENUE	GARDEN GROVE	CA	92841
LAMPI JAMES EDWARD	20106 JAMESTOWN RD#31	SONORA	CA	95370
LEDBETTER DENNIS W & LEDBETTER	10115 PEPPERMINT CIRCLE	JAMESTOWN	CA	95327
LEWIS, BREANNA	20948 HEAVENLY DR	SONORA	CA	95370
LOMELI JAVIER & LOMELI MARIA T	16300 BIG HILL RD	SONORA	CA	95370
LONG STEPHEN D & ZEMBSCH JANET	18708 E CAVENDISH DR	CASTRO VALLEY	CA	945521720
LONG THOMAS C & SUSAN L TR	25805 POWELL RANCH RD	SONORA	CA	95370
LUNNEY, KEITH & LUNNEY, PAMELA	PO BOX 4005	SONORA	CA	95370
MARTINELLI MELVA TR	19807 ROUGH & READY TRAIL	SONORA	CA	95370
MARX PETER BRIAN TR	22355 FORTUNA MINE RD	SONORA	CA	95370
MATTS, CAROL ETAL	3602 E INDIANAPOLIS AVE	FRESNO	CA	93726
MC CLENAHAN, CRAIG ETAL	1257 SANGUINETTI RD #231	SONORA	CA	95370
MC EWEN, TIMOTHY D	22830 ROBERTSON RANCH RD	SONORA	CA	95370
MC KEE, MICHAEL	20106 JAMESTOWN RD #2	SONORA	CA	95370
MC MAHON, DENNIS L	3690 ROBLER RD	PETALUMA	CA	94952
MC MAHON, JOSEPH M TR 1/2 & MC	14 CAROL ANNS CT	HOLLISTER	CA	95023
MC NAMARA, HEATHER	9060 FRIENDSHIP HILL RD	JAMESTOWN	CA	95327
MEDINA LINO & MEDINA JESSICA	16145 BIG HILL ROAD SP. 6	SONORA	CA	95370
MENKING, HOWARD JOSEPH JR	16145 BIG HILL RD #11	SONORA	CA	95370
MEYER KIRSTIN	20106 JAMESTOWN RD SPC 25	SONORA	CA	95370
MIKELICH MICHELE L TR	22386 CONKLIN TRAIL	SONORA	CA	95370
MONNEY, NEIL	49 SHORELAND DR	KEY LARGO	FL	33037
MOONEY MARY P TR ESTATE	9075 FRIENDSHIP HILL RD	JAMESTOWN	CA	95327
MOSS, RANDALL	25970 POWELL RANCH ROAD	SONORA	CA	95370
MOYLE PROPERTIES LP	PO BOX 498	JAMESTOWN	CA	95327
NEAL JAMES WILLIAM TR	22475 FORTUNA MINE RD	SONORA	CA	95370
NICHOLLS DENNIS ESTATE	18479 MADRONE ST	TUOLUMNE	CA	95379
NICHOLLS WENDELL A TR ESTATE	18321 SHELL RD	JAMESTOWN	CA	95327
OLSON KRISTOPHER MICHAEL & OLS	20106 JAMESTOWN RD #3	SONORA	CA	95370
OTTER, EVA M	22900 ROBERTSON RANCH RD	SONORA	CA	95370
PALMER, CARL S TR	9090 FRIENDSHIP HILL RD	JAMESTOWN	CA	95327
PAUL A DAKE SPECIAL NEEDS TRUS	PO BOX 234	TUOLUMNE	CA	95379
PAULEY TERESA & GOFORTH ROBERT	997 J ST	LATHROP	CA	95330
PENDER JASON R	PO BOX 216	STANDARD	CA	95373
PERRY NORMAN F & PERRY TERA L	13790 SIMS ROAD	CHINESE CAMP	CA	95309
PHILLIPS, BRENT L	23001 ROBERTSON RANCH ROAD	SONORA	CA	95370
PIERCE JOHN	20106 JAMESTOWN RD #29	SONORA	CA	95370
POAG, EUGENIA L TR ETAL	PO BOX 3223	SONORA	CA	95370
PROSSER STEVEN M & KENDRA S	22405 CONKLIN TRAIL	SONORA	CA	95370
QUIRING, ARMIN GLEN	PO BOX 36170	SAN JOSE	CA	95158
RABOY, DAVID C TR ETAL	PO BOX 185	CATHY'S VALLEY	CA	95306
RANSOM GENE BRIAN	20106 JAMESTOWN RD #32	SONORA	CA	95370
REARDON DANIEL & HERIOT ANITA	22500 SPRING CREEK RD	SONORA	CA	95370
REIBIN GLENN & REIBIN LISA TR	19160 RAWHIDE RD	JAMESTOWN	CA	95327
RODGERS DAVID & RODGERS-CANIDA	PO BOX 1673	JAMESTOWN	CA	95327
RODTS, KARIN	10725 WHISKEY CREEK	SONORA	CA	95370
RUIZ ROBERT NATHANIEL	20106 JAMESTOWN RD #12	SONORA	CA	95370
RYAN TAYOR	16145 BIG HILL RD #37	SONORA	CA	95370

SALDIVAR KRYSTAL ELAINE 1/2 &	20106 JAMESTOWN ROAD SP 8	SONORA	CA	95370
SANDOVAL, JASON PRESTON	22300 CONKLIN TRAIL	SONORA	CA	95370
SENER JOHN S	PO BOX 728	SOULSBYVILLE	CA	95372
SEUFERT STEPHANIE L & SEUFERT	101 JESSIE LANE	PETALUMA	CA	94952
SEVERIN, SANFORD L TR	61-34 EAGLE LAKE LN	SAN RAMON	CA	94583
SHARITZ, JENIFER	16145 BIG HILL RD #2	SONORA	CA	95370
SHILLING, WILBUR TR	PO BOX 543	FLORENCE	OH	97439
SIERRA TWAIN HARTE M/H PARK	PO BOX 498	JAMESTOWN	CA	95327
SINCLAIR, KATHARINE & SINCLAIR	PO BOX 1453	OAKDALE	CA	95361
SMITH, JAY O & SMITH, TERRI L	20097 JAMESTOWN RD	SONORA	CA	95370
SNYDER, RODNEY L	20106 JAMESTOWN RD #15	SONORA	CA	95370
STEVENS GREGORY TODD	1654 HICKMAN RD	HICKMAN	CA	95323
STONE ARLENE TR	22380 CONKLIN TRAIL	SONORA	CA	95370
STONE, ANDREA & STONE, MATTHEW	14545 MAJOR WAY	SONORA	CA	95370
THODE, LEONA L ESTATE	PO BOX 4140	SONORA	CA	95370
TIDBALL, RODGER	18541 OMEGA MINE RD	JAMESTOWN	CA	95327
TRIPLE M ENTERPRISES LLC	PO BOX 2821	FREMONT	CA	94536
TUCKER, RANDALL D & ILONA V	PO BOX 498	JAMESTOWN	CA	95327
TUOL CO SHERIFF'S POSSE INC	PO BOX 4490	SONORA	CA	95370
TUOLUMNE COUNTY BEEF LLC	PO BOX 1851	JAMESTOWN	CA	95327
TURLOCK IRRIGATION DIST 68.46	PO BOX 949	TURLOCK	CA	95380
U.S.A. - BLM	2800 COTTAGE WAY - E-2807	SACRAMENTO	CA	95824
VERPLANK, WALTER	20667 CHARLOTTE CT	SOULSBYVILLE	CA	95372
VIERRA DANNY	2108 DEBORAH ST	TRACY	CA	95376
WEBER, DONALD E	2425 EICHER AVE	MODESTO	CA	95350
WEED, LARRY EVERETT & WEED, RE	36665 CUENCA COURT	FREMONT	CA	94536
WHITMORE, RUSSELL L	11101 SAWYER AVENUE	OAKDALE	CA	95361
WILLIAMS THOMAS E & RODGERS CA	PO BOX 1673	JAMESTOWN	CA	95327
YOUNG, WAYNE E	PO BOX 325	JAMESTOWN	CA	95327
ZARILLA SYLVIA KELLER	22235 CONKLIN TRL	SONORA	CA	95370
ZUNIGA BRENDA & RALPH M	PO BOX 1505	JAMESTOWN	CA	95327

