

TUOLUMNE COUNTY LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 20<sup>th</sup> day of February, 1973, by and between Odd Fellows Sierra Recreation Ass. Inc. hereinafter referred to as "OWNER", and the COUNTY OF TUOLUMNE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

W I T N E S S E T H :

WHEREAS, Owner is the owner of certain real property located within County, which property is presently devoted to agricultural and compatible uses and is particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

; and,  
WHEREAS, said property is located in an agricultural preserve heretofore established by Resolution No. 231-72 and,

WHEREAS, both Owner and County desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such land from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic and economic asset to County to maintain the agricultural economy of County and the State of California; and,

WHEREAS, by Resolution No. 122 adopted January 6, 1970, County established the policies, rules and procedures governing the California Land Conservation Act of 1965 as it applies to Land Conservation Contracts executed subsequent to November 10, 1969, and 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;

NOW, THEREFORE, the parties, 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. The within Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200) and is subject to all the provisions thereof.

2. During the term of this Contract or any renewals thereof, the above described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed and defined in said Resolution No. 122. No structures shall be erected upon said land except such structures as may be directly related to authorized uses of the land.

3. The Board of Supervisors of County may from time to time and during the term of this Contract or any extensions thereof, by resolution, add to those uses listed in said Resolution No. 122; 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. In the event the land under this Contract, or any portion thereof, becomes the subject of any action in eminent domain, or is acquired by a public agency in lieu of such an action, the provisions of Government Code Section 51295 shall be applicable to the land, or to the particular portion thereof.

5. This Contract shall be effective commencing on February 28, 19 73, and shall remain in effect for a period of ten (10) years therefrom and during such renewals of this Contract. This Contract shall be automatically renewed for a period of one year on the 28th day

of each February, unless notice of non-renewal is given as provided by Section 51245 of the Government Code. A notice of non-renewal 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.

6. Owner shall not receive any payment from 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 land described herein and any reduction due to the imposition of the limitations on its use contained herein.

7. 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.

8.(a) Whenever the land described herein is divided, the Owner of any parcel thereof may exercise, independent of any other Owner of a portion of the divided land, any of the rights of the Owner in the original Contract.

(b) In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by Owner on each parcel created by the division at the time of the division. Any agency making an order of division or the County which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

(c) Owner shall not, without the prior written consent of the Board of Supervisors of the County of Tuolumne, divide the land under this Contract so as to create a parcel or parcels of land of a size less than thirty-seven (37) acres in area. This provision shall not

apply to conveyances to public entities with the power of eminent domain.

9. This Contract may be cancelled as to any or all of the land described herein pursuant to Government Code Section 51282 after public hearing. The Assessor of the County of Tuolumne shall revalue the land to which the requested cancellation applies, and apply the County's announced ratio to the full cash value to determine the assessed value. The assessed value shall be subject to equalization pursuant to Section 1604 of the Revenue and Taxation Code. When the assessed valuation becomes final, the Owner shall pay County, as deferred taxes, an amount equal to 50% (fifty percentum) of the new assessed valuation of the property. If after the effective date of the Contract the announced County ratio of assessed to full cash value is changed, the percentage payment to the County shall be changed so that no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

10. The Board of Supervisors of County may waive the payment, or any portion thereof, referred to in paragraph 9 pursuant to Government Code Section 51283(c).

11. Upon approval of the cancellation petition by the Board of Supervisors, the Clerk of the Board shall record in the office of the Tuolumne County Recorder a certificate which shall set forth the name of the Owner of such land at the time the Contract was canceled with the amount of the cancellation fee certified by the Board as being due, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally canceled and, to the extent the

cancellation fee had not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the Owner and located within Tuolumne County. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this paragraph shall preclude the Board from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

12. Upon receipt of deferred taxes payable pursuant to paragraph 9, said taxes shall be distributed as provided in Government Code Section 51283(d).

13. If the land under this Contract, or any portion thereof, is used for the growing of commercial forest crops, Owner shall not, during the term of this Contract, make claim for exemption for immature trees under the provisions of Section 12 3/4 of Article XIII of the California Constitution, or if such claim was previously made, Owner agrees to withdraw same prior to the effective date of this Contract set forth in paragraph 5 hereof.

14. Owner, upon request of County, shall provide information relating to Owner's obligation under this Contract.

15. Removal of any land under this Contract 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 non-renewal by County.

16. 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.

17. 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

*Odd Fellows Sierra Recreation Assn Inc.*  
*by Francis Bell Pres.*  
*Joseph W. Grace V.P.*

COUNTY OF TUOLUMNE

By *F. Stewart*  
Chairman, Board of Supervisors

ATTEST:

*Carlo M. DeFerrari*  
Clerk of the Board

\* \* \*

We, the undersigned trust deed or other encumbrance holders, do hereby agree to the provisions of the within Land Conservation Contract and agree to be bound by the restrictions imposed therein.

RECORDED AT REQUEST OF  
TUOLUMNE COUNTY.

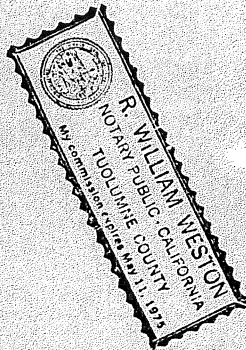
VOL 377 PAGE 465  
1973 FEB 28 PM 2:33

OFFICIAL RECORDS  
TUOLUMNE COUNTY, CALIF. \*  
ALBERT H. UVELLI, RECORDER \*  
FEE

NO FEE

(Acknowledgments)

*Odd Fellows SIERRA RECREATION*  
*ASSN. Inc.*  
*P.O. Box 116*  
*Mc-Long BARR, CA.*



STATE OF CALIFORNIA,

County of Tuolumne } ss.

On this 30th day of December in the year one thousand nine hundred and seventy-two, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Francis B. Bell and Joseph T. LaGrace known to me to be the President and Vice President of the corporation described in and that executed the within instrument, and also known to me to be the person s who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Tuolumne the day and year in this certificate first above written.

*R. William Weston*

Notary Public, State of California.

Cardery's Form No. 28 - (Acknowledgment - Corporation).  
(C. C. Secs. 1190-1190.1) (Printed 1-30-66) 61-0417

My Commission Expires.....

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
County of Tuolumne )

On this 20th day of February, in the year 1973, before me, Carlo M. De Ferrari, County Clerk of the County of Tuolumne, State of California, personally appeared F. S. Stirewalt known to me to be the Chairman of the Board of Supervisors of the County of Tuolumne, State of California, and know to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledge to me that said County of Tuolumne executed the same.

CARLO M. DE FERRARI, COUNTY CLERK

By: *Will Ruddle* Deputy

EXHIBIT "A"

PARCEL NO. 1 - LOWER MEADOW:

Beginning at a point which bears N. 63°33' E. 275.4 feet from the Section Corner common to Sections 30 & 31, T. 3 N., R. 17 E., and Sections 25 & 36, T. 3 N., R. 16 E., M.D.M. Thence S. 29°18' E. 82.5 feet; thence S. 52°45' E. 340 feet; thence S. 83°58' E. 200.7 feet; thence S. 79°39' E. 228.4 feet; thence N. 79°53' E. 99 feet; thence S. 76°42' E. 64.1 feet; thence S. 15°33' W. 89.5 feet; thence S. 43°22' W. 146.5 feet; thence S. 38°00' W. 99.6 feet; thence S. 42°12' W. 79.7 feet; thence S. 31°16' W. 145.5 feet; thence S. 26°57' W. 191.4 feet; thence S. 21°08' W. 98.7 feet; thence S. 0°28' E. 383.5 feet; thence S. 12°57' W. 172.3 feet; thence S. 4°56' W. 199.4 feet; thence S. 10°31' W. 16.3 feet; thence N. 79°29' W. 100 feet; thence S. 10°31' W. 350.2 feet; thence S. 2°36' W. 492.5 feet; thence N. 74°01' W. 495.2 feet; thence N. 36°48' W. 280.9 feet; thence N. 0°48' E. 322.9 feet; thence N. 0°46' E. 196.9 feet; thence N. 1°13' W. 646.5 feet; thence N. 2°38' W. 124.4 feet; thence N. 6°15' W. 255.7 feet; thence N. 6°56' W. 104.4 feet; thence N. 11°41' E. 609.5 feet; thence N. 24°55' E. 478.3 feet; thence S. 21°20' E. 234.2 feet; thence S. 14°09' E. 253.3 feet, to point of beginning, containing 51.02 acres.

PARCEL NO. 2:

West Half of the Southeast Quarter of Section 30 and the Northwest Quarter of the Northeast Quarter; North Half of the Southwest Quarter of Northeast Quarter; Northeast Quarter of the Northwest Quarter; and the North Half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 3 North, Range 17 East, M.D.B. & M.

EXCEPTING THEREFROM Parcels A, B, C, D, and E hereinafter described:

- A. The land referred to as Lower Meadow hereinabove described as Parcels No. 1.
- B. The lands lying between the Southerly boundary of the B. H. Wilcox lands hereinafter referred to and the Northerly boundary of Deborah Drive and the lands lying between the Easterly boundary of said Wilcox lands and Westerly boundary of Jordan Way as shown on Map filed in Vol 10 of Maps at Page 44 and being designated assessor's Parcel No. 31-091-07.



- C. The lands lying within the boundaries of I.O.O.F. Odd Fellows Sierra Camp Subdivision Nos 1 and 2 per the maps thereof filed in Volume 10 of Maps at Page 44, and in Volume 14 of Maps at Page 99.
- D. The lands described in the Deed to B. H. Wilcox, et ux, recorded March 5, 1945 in Volume 30 of Official Records at Page 168, containing 5.01 acres, more or less.
- E. The lands described in the Deed from the Girl Scouts, Alameda Council, Inc., recorded October 31, 1962 in Volume 149 of Official Records at Page 171.

PARCEL NO. 3:

Government Lot 1 in Section 31 and Government Lot 4 and the South Half of Government Lot 3 in Section 30, all in Township 3 North, Range 17 East, M.D.B. & M.

EXCEPTING THEREFROM Parcels A, B, C, D and E hereinafter described:

- A. Lands in Government Lot 1 described in the Deed from the Girl Scouts, Alameda Council, Inc., recorded October 31, 1962 in Volume 149 of Official Records at Page 171.
- B. Lands in Government Lots 4 and 3 described in the Deed to California Odd Fellow - Rebekah Youth Camp, A Corporation, recorded March 6, 1967 in Volume 228 of Official Records at Page 99, containing 23.85 acres, more or less.
- C. Lands in Government Lots 4 and 3 shown on Plat filed January 31, 1944 in Volume 7 of Maps at Page 86, containing 6,8737 acres, more or less, and also lying Northerly and Westerly of the Northerly prolongation of the Easterly boundary line of said Plat.
- D. The lands lying within the boundaries of I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 per the map thereof filed in Volume 10 of Maps at Page 44.

E.

Beginning at a point which bears N. 52°17' E. 2892 feet from the Section Corner common to Sections 25 & 36, T. 3 N., R. 16 E. and Sections 30 & 31, T. 3 N., R. 17 E., N.D.M.:

Thence S. 24°55' W. 542.4 feet; thence S. 11°41' W. 614.7 feet; thence N. 37°52' W. 152.2 feet; thence N. 1°14' W. 241.6 feet; thence N. 7°15' W. 114.4 feet; thence N. 36°41' W. 337.5 feet; thence N. 51°22' W. 207.6 feet; thence N. 17°56' W. 173.4 feet; thence N. 60°45' W. 115.6 feet; thence N. 71°16' W. 91.9 feet; thence N. 24°03' E. 70.4 feet; thence N. 0°26' W. 122.5 feet; thence N. 36°34' E. 129.6 feet; thence N. 60°42' E. 29.5 feet; thence S. 29°18' E. 100 feet; thence N. 60°42' E. 273 feet; thence N. 57°15' E. 168 feet; thence N. 12°15' E. 70.7 feet; thence N. 32°45' W. 50 feet; thence N. 57°15' E. 2.4 feet;

thence N. 48°35' E. 129.7 feet; thence N. 35°03' E. 99.4 feet;  
thence N. 65°24' E. 115.9 feet; thence S. 53°25' E. 75.5 feet;  
thence S. 57°01' E. 45 feet; thence S. 32°59' W. 100 feet;  
thence S. 57°01' E. 118.2 feet; thence S. 16°44' E. 259.4 feet;  
thence S. 19°43' W. 156.5 feet; thence S. 1°22' W. 186.1 feet;  
thence S. 88°38' E. 100 feet, to point of beginning,  
containing 20.54 acres.