

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 5/14/15

Roll Matters

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/26/2015</u>	

From: James Rooney
(Department Head - please type)

Phone Ext. 454

Department Head Signature *James Rooney*

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN's 026-270-027-000 & 026-270-030-000 for Fiscal Years 2013/14 & 2014/15.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel *GC*

Auditor *JOR*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Assessor; Auditor

FOR CLERK USE ONLY

Meeting Date May 26, 2015 Time 9 a.m. Item # 2A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 026-270-027-000 Tax Year 2013 R/C # A1176 Roll Type S Fee Parcel 026-270-027-000 Originating Asmt 026-270-027-000 From TRA 052-029 New TRA 052-029

R&T 1 75.54 R&T 2 Value History Y Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net	Supl Info
Land	1,364,736	408,000		10 % PP Penalty N
Structure	1,638,350	1,372,604		Restricted N
Growing				Timber Preserve N
PP MH				5151 Interest N
Fixtures R/P				506 Interest N
Fixtures				Event From/Thru Dates
Personal Property				Ownership From/Thru Dates
HOX				506/5151 From/Thru Dates
Other Exemptions				From 1 From 2 Thru

Net Change -1,222,482

Owner HEAVENLY VALLEY LIMITED PARTNERSHIP
C/O VAIL RESORTS INC - ATTN LEGAL DEPT
390 INTERLOCKEN CRESCENT STE 1000
BROOMFIELD CO 80021

Mailing Address

Suppl Days TaxBill Days
R/C Date May 13, 2015
Created By tm

Print R/C Wks C
Print R/C Letter P
R/C Completed C

Situs 33611 KIRKWOOD MEADOWS DR

Bill Comments CHANGE IN OWNERSHIP 4/12/12

Appraiser _____ Date _____
Supv Appr _____ Date _____
Chief Appr _____ Date _____

Asmt Clerk _____ Date _____
Off Mgr _____ Date _____

Assessor Signature _____ Date _____
Auditor Signature _____ Date _____
County Counsel Signature _____ Date _____

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Value History Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	1,370,931	426,523	
Structure	1,645,788	1,434,920	
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			

Supl Info

10 % PP Penalty Event From/Thru Dates

Restricted Timber Preserve

5151 Interest Ownership From/Thru Dates

506 Interest 506/5151 From/Thru Dates From 1 From 2 Thru

Supl Change Net Change

Owner HEAVENLY VALLEY LIMITED PARTNERSHIP
Mailing Address C/O VAIL RESORTS INC - ATTN LEGAL DEPT
390 INTERLOCKEN CRESCENT STE 1000
BROOMFIELD CO 80021

Situs 33611 KIRKWOOD MEADOWS DR

Bill Comments CHANGE IN OWNERSHIP 4/12/12

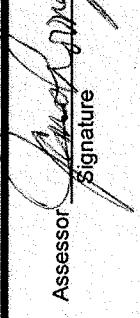
Appraiser Initials Date

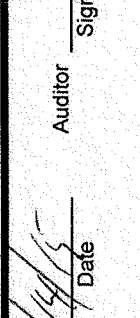
Supv Appr Initials Date

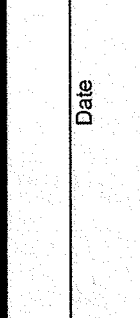
Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor  Signature Date

Auditor  Signature Date

County Counsel  Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 026-270-030-000 Tax Year 2013 R/C # A1180 Roll Type S Fee Parcel 026-270-030-000 Originating Asmt 026-270-030-000 From TRA 052-029 New TRA 052-029

R&T 1 75.54 R&T 2 Value History Y

Roll Value	New Value	Sup From Net	Sup To Net
Land	259,711		
Structure	1,841,995		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
Net Change	-1,530,506		

Owner HEAVENLY VALLEY LIMITED PARTNERSHIP
Mailing Address C/O VAIL RESORTS INC - ATTN LEGAL DEPT
390 INTERLOCKEN CRESCENT STE 1000
BROOMFIELD CO 80021

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates
Ownership From/Thru Dates

506/5151 From/Thru Dates
From 1 From 2 Thru

TaxBill Days
R/C Date May 13, 2015
Created By tm

Print R/C Wks C
Print R/C Letter P
R/C Completed C

Appraiser Initials Date
Supv Appr Initials Date
Chief Appr Initials Date

Asmt Clerk Initials Date
Off Mgr Initials Date

Assessor Signature Date
Auditor Signature Date
County Counsel Signature Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Value History Taxability Code

Roll Value	New Value	Sup From Net	Sup To Net
Land	260,890		
Structure	1,850,357		
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE <input type="text"/>	Net Change	-1,514,115	Supl Change

Owner: HEAVENLY VALLEY LIMITED PARTNERSHIP
C/O VAIL RESORTS INC - ATTN LEGAL DEPT
390 INTERLOCKEN CRESCENT STE 1000
BROOMFIELD CO 80021

Situs: 33674 LOOP RD

Bill Comments: CHANGE IN OWNERSHIP 4/12/12

Supl Info

10 % PP Penalty

Restricted

Timber Preserve

5151 Interest

506 Interest

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates
From 1 From 2 Thru

TaxBill Days

R/C Date

Created By

Print R/C Wks

Print R/C Letter

R/C Completed

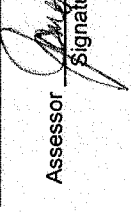
Appraiser Initials Date


Supv Appr Initials Date

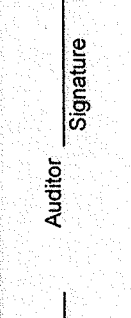
Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor  Signature Date

Auditor  Signature Date

County Counsel  Signature Date

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 5/19/15

Hot Matters

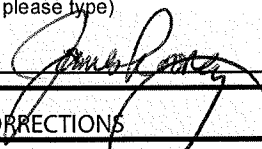
From: James Rooney
(Department Head - please type)

Phone Ext. 454

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

05/26/2015

Department Head Signature 

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN 040-030-103-501.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel 

Auditor _____

GSA Director 

CAO _____

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Assessor; Auditor

FOR CLERK USE ONLY

Meeting Date May 26, 2015 Time 9 a.m. Item # 2B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Taxroll Asmt Only Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	211,809			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-211,809		
Supl Change				

Owner CITY OF SUTTER CREEK
Mailing Address 18 MAIN ST
SUTTER CREEK CA 95685

Status

Bill Comments ANNEXED TO CITY OF SUTTER CREEK
NON TAXABLE

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates From 1 From 2 Thru

10% PP Penalty

Restricted

Timber Preserve

5151 Interest

506 Interest

Taxbill Days

R/C Date

Created By

Print R/C Wks

Print R/C Letter

R/C Completed

Appraiser Initials Date

Supv Appr Initials Date

Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor Signature  Date

Auditor Signature  Date

County Counsel Signature  Date

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt Tax Year R/C # Roll Type Fee Parcel Originating Asmt From TRA New TRA

R&T 1 R&T 2 Taxroll Asmt Only Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	210,852			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE <input type="checkbox"/>	Net Change	-210,852	Supl Change	

Owner CITY OF SUTTER CREEK
Mailing Address 18 MAIN ST
SUTTER CREEK CA 95685

Situs

Bill Comments ANNEXED TO CITY OF SUTTER CREEK
2012/13 NON TAXABLE

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates From 1 From 2 Thru

10 % PP Penalty

Restricted

Timber Preserve

5151 Interest

506 Interest

Taxbill Days

R/C Date

Created By

Print R/C Wks

Print R/C Letter

R/C Completed

Appraiser Initials Date

Supv Appr Initials Date

Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor Signature Date

Auditor Signature Date

County Counsel Signature Date

tmilbourne 05/14/2015

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 040-030-103-501 Tax Year 2012 R/C # A1182 Roll Type S Fee Parcel 040-030-103-501 Originating Asmt 040-030-103-501 From TRA 004-036 New TRA 004-036

R&T 1 4986 R&T 2 [] N Taxroll Asmt Only Y Value History Taxability Code []

	Roll Value	New Value	Sup From Net	Sup To Net
Land	206,718			
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-206,718		

Owner CITY OF SUTTER CREEK
Mailing Address 18 MAIN ST
SUTTER CREEK CA 95685

Situs []
Bill Comments ANNEXED TO CITY OF SUTTER CREEK
2012/13 NON TAXABLE

Supl Info
Event From/Thru Dates [] []
Ownership From/Thru Dates [] []
506/5151 From/Thru Dates [] From 1 [] From 2 [] Thru []

Taxbill Days []
R/C Date May 14, 2015
Created By TMM
Print R/C Wks []
Print R/C Letter []
R/C Completed []

Appraiser [] [] []
Supv Appr [] [] []
Chief Appr [] [] []
Date [] [] []

Assessor Signature [] Date 5/13/15 Auditor Signature [] Date []
County Counsel Signature [] Date 5-20-15

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 14, 2015

Resol.

From: Susan Grijalva
(Department Head - please type)

Phone Ext. 380

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:
05/26/15

Department Head Signature Susan Grijalva

Agenda Title: Brownlie Family Trust - California Land Conservation Act Contract #427

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of the simultaneous removal and re-entry into a new Williamson Act Contract pursuant to the approval of Boundary Line Adjustment #2013-014 and the approval of a Certificate of Compliance for APNs 036-010-168 and 036-190-091.

Recommendation/Requested Action:
Adopt Resolution rescinding a portion of CLCA #181 and all of #425, approving new CLCA Contract #427 and authorizing Chairman

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts to sign said contract.

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GG

Auditor JOR

GSA Director HP

CAO [Signature]

Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Planning, Assessor ; Auditor

FOR CLERK USE ONLY

Meeting Date May 26, 2015 Time 9 a.m. Item # 3A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department
Completed by _____	For meeting of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____
Clerk or Deputy Board Clerk

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
PLANNING DEPARTMENT

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

RESOLUTION APPROVING CALIFORNIA LAND) RESOLUTION NO 15-XXX
CONSERVATION ACT 427 PURSUANT TO A BOUNDARY)
LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE)
- KATHLEEN BROWNLIE & VERA J. PAYNE)

WHEREAS, the property described in Exhibits A & B was included in California Land Conservation Contract #181 and filed May 21, 1974 in Book 1, Page 190 of Amador County Agricultural Preserves; and

WHEREAS, a Record of Survey for a Boundary Line Adjustment was approved for Kathleen Brownlie and Verna J. Payne and filed December 26, 2013 in Book 63 of Maps and Plats, Page 89 of the Amador County Records; and

WHEREAS, a new California Land Conservation Act Contract (#425) for the parcels delineated on the Boundary Line Adjustment map was filed June 27, 2014 as Document #2014-0001699-00 in the Amador County Records; and

WHEREAS, a Certificate of Compliance for the property described in Exhibit B was approved by the Board of Supervisors and recorded March 16, 2015 as Document #2015-0001699-00 in the Amador County Records; and

WHEREAS, the owners of the property described in Exhibits A & B desire to incorporate the property into a single California Land Conservation Act Contract:

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby adopt this resolution removing the property described in Exhibits A & B from California Land Conservation Act Contracts #181 and #425, and simultaneously incorporating said property into California Land Conservation Act Contract #427.

BE IT FURTHER RESOLVED the Chairman of said Board is hereby authorized to sign and execute said agreements on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 26th day of May, 2015, by the following vote:

AYES:
NOES:
ABSENT:

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS,
Clerk of the Board of Supervisors
Amador County, California

BY: _____

Recording Requested by and Return to:
Planning Department
Amador County
810 Court Street
Jackson, California 95642

Space Above This Line For Recorder's Use

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 427

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this ____ day of _____, 2013, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

**John E. Brownlie and Kathleen A. Brownlie, trustees of the
John E. Brownlie and Kathleen A. Brownlie Family Trust**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibits "A" and "B" which are made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 87-151; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Map No. 190, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

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

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. 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), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located, which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution, the ordinances, codes or regulations shall prevail.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension

thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor's roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from

County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division. to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

"COUNTY"

COUNTY OF AMADOR, a political
Subdivision of the State of California

By: _____
Brian Oneto, Chairman, Board of Supervisors

Attest:

By: _____
Deputy Clerk of the Board of Supervisors

"OWNERS"

By: _____
Kathleen A. Brownlie, trustee

By: _____
John E. Brownlie, trustee

EXHIBIT "A"
LEGAL DESCRIPTION

The South Half of the Southeast Quarter of Section 19 and the North Half of Northeast Quarter of Section 30, T. 6 N., R. 12 E. M.D.B. & M. and being the same premises as described in the Patent from the United States of America to Martin Datta, dated December 5, 1872 and recorded January 31, 1880 in Book A of Agricultural Patents, Page 680 Amador County Records.

Except that portion thereof described in the Deed to Albert Cuneo and Della Cuneo, dated 8-28-1929, recorded 12-11-1929 in Book 48 of Deeds, Page 130, Amador County Records.

Also except those portions thereof described in the Gift Deed to Thelma Boitano and Elton Boitano, her husband, dated 4-30-1951, recorded 7-16-1951, in Book 44 of Official Records, Page 327, Amador County Records, as corrected by Quitclaim Deed, dated 6-20-1973, Recorded 6-21-1973 in Book 244 of Official Records, Page 577, and by Quitclaim Deed, dated 1-21-1980, recorded 2-20-1980 in Book 370 of Official Records, Page 358 Amador County Records.

APN: 036-010-41 (portion) and 036-190-86 (portion)

EXHIBIT "B"
LEGAL DESCRIPTION

The Southeast Quarter of the Southwest Quarter of Section 19 and the Northeast Quarter of the Northwest Quarter of Section 30, Township 6 North, Range 12 East, M.D.M. and being the same real property described in the Patent from the United States of America to Martino Dotta, dated February 10, 1881 and recorded June 15, 1881 in Book A of Agricultural Patents, Page 433, Amador County Records.

Together with any portion of the Southwest Quarter of the Southwest Quarter of Section 19, T.6N., R.11 E. and any portion of the Northwest Quarter of the Northwest Quarter of Section 30, T.6 N., R 12 E., M.D.M., that may have been acquired from Gildo Dondero by that certain instrument entitled, "Boundary Line Agreement" dated February 3, 1972 and recorded March 9, 1972, in Book 223 of Official Records, Page 64, Amador County Records

EXCEPT that portion thereof conveyed to Thelma Boitano and Elton Boitano, her husband by Deed of Gift, dated April 30, 1951 and recorded July 16, 1951 in Book 44 of Official Records, Page 327, Amador County Records.

ALSO EXCEPT that portion thereof described in the Deed from Vernon J. Cuneo et al to Louis Dondero et al, dated March 29, 1955 and recorded April 12, 1955 in Book 59 of Official Records, Page 337 Amador County Records.

ALSO EXCEPT any portion thereof conveyed to Gildo Dondero by that certain instrument entitled, "Boundary Line Agreement", dated February 3, 1972 and recorded March 9, 1972 in Book 223 of Official Records, Page 64, Amador County Records.

ALSO EXCEPT that portion thereof lying within that parcel of land depicted as, " Adjusted EVELYN CUNEO 1992 REVOCABLE LIVING TRUST- 5.00 Acres", on Record of Survey- Boundary Line Adjustment, filed December 5, 2008 in Book 61 of Maps and Plats, Page 23 Amador County Records.