

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO:

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

THE ORIGINAL OF THIS DOCUMENT WAS RECORDED
ON FEB 21 1978 FILE/PAGE NO. 78-068373
HARLEY F. BLOOM, COUNTY RECORDER

SPACE ABOVE FOR RECORDER'S USE ONLY

LAND CONSERVATION CONTRACT AP77-46 CCSF, Rev. 25.30, 2/75

Agricultural Preserve No. 96

THIS CONTRACT, made and entered into this 9TH day of FEBRUARY, 19 78, by
and between MAUPIN, INC., A CALIFORNIA CORPORATION.

hereinafter referred to as "Owner", and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

WHEREAS, the Owner represents that he is the owner of certain land located in the County of San Diego, State of California, which land is presently devoted to agricultural uses, recreational uses, open space, or combination thereof, as authorized in Exhibit "B" attached hereto and lies within an agricultural preserve heretofore established or to be established and designated the Maupin

Agricultural Preserve No. 96, said land being more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the Premises; and

WHEREAS, The Owner and the County desire to limit the use of Premises to agricultural and compatible uses, recreational uses or open space uses or some combination thereof;
NOW THEREFORE

IT IS AGREED by and between the Owner and the County as follows:

Section 1. CONTRACT. This is a "Contract" made pursuant to the California Land Conservation Act of 1965, as amended as of the date first above written, including amendments enacted at the 1970 Regular Session of the California Legislature, (hereinafter referred to as the "Act") and is applicable to the Premises.

Section 2. TERM. This Contract shall take effect on February 28, 19 78, and shall remain in effect for a period of ten years therefrom and during any renewals of this Contract.

Section 3. RENEWAL. NOTICE OF NONRENEWAL. This Contract shall be automatically renewed for a period of one year on the first day of the first January after the effective date, and on the first day of each January thereafter unless written notice of nonrenewal is served by the Owner on the County at least 90 days prior to said date or written notice of nonrenewal is served by the County on the Owner at least 60 days prior to said date. Under no circumstances shall a notice of renewal to either party be required to effectuate the automatic renewal of this Contract.

Upon receipt by Owner of a notice from County of nonrenewal, the Owner may make written protest of such nonrenewal. County may at any time prior to the renewal date withdraw the notice of nonrenewal. Upon request of Owner, the Board of Supervisors may authorize Owner to serve a notice of nonrenewal on a portion of the land which is the subject of this Contract. If either party serves notice of intent in any year not to renew this Contract, this Contract shall remain in effect for the balance of the period remaining on the term since the original execution or the last renewal of this Contract as the case may be.

Section 4. **AUTHORIZED USES.** During the term of this Contract and any and all renewals thereof, the Premises shall be devoted to agricultural uses and compatible uses and shall not be used for any purposes other than agricultural uses or compatible uses as specified in Exhibit "B" attached hereto.

Section 5. **ADDITION OR ELIMINATION OF AUTHORIZED USES.** The Board of Supervisors of the County, by resolution, may from time to time during the term of this Contract or any renewals thereof amend the resolution establishing said Agricultural Preserve to add to those authorized uses or eliminate a use listed in Exhibit "B" which authorized uses shall be uniform throughout said Agricultural Preserve; provided, however, no amendment of such resolution during the term of this Contract or any renewal thereof so as to eliminate any use shall be applicable to this Contract unless the Owner consents to such elimination.

Section 6. **POLICE POWER.** Nothing in this Contract shall be construed to limit the exercise by the Board of Supervisors of the police power or the adoption or readoption or amendment of any zoning ordinance or land use ordinance, regulation or restriction pursuant to the Planning and Zoning Law (Sections 65000 et seq., Government Code) or otherwise.

Section 7. **ZONING.** This Contract shall not be construed to authorize the establishment or continuation of a use of real property contrary to any provision of the Zoning Ordinance [Ordinance No. 1402 (New Series)], including any amendments thereto, heretofore or hereafter adopted.

Section 8 **EMINENT DOMAIN.** (a) Except as provided in subdivision (d) of this Section 8, when any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this Contract shall be deemed never to have existed. Upon the termination of such proceeding, this Contract shall be null and void as to all land actually taken or acquired.

(b) Except as provided in subdivision (d) of this Section 8, when such an action to condemn or acquire less than all of a parcel of land subject to this Contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this Contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this Contract.

(c) The land actually taken shall be removed from this Contract. Under no circumstances shall land be removed that is not actually taken, except as otherwise provided in the Act.

(d) The provisions of subdivisions (a) and (b) of this Section 8 shall not apply to or have any force or effect with respect to (1) the filing of any action in eminent domain for the condemnation of any easement for the erection, construction, alteration, maintenance, or repair of any gas, electric, water or communication facilities by any public agency (including the County) or public utility or to the acquisition of any such easement by any public agency (including the County) or public utility, or (2) the filing of any action in eminent domain by any public agency (including the County) for the condemnation of the fee title or lesser estate for the establishment, construction (including the widening and realignment) and maintenance of any road, street or highway, whether existing or planned for the future, depicted on the circulation element of the San Diego County General Plan adopted by the San Diego County Board of Supervisors (including any amendments thereto adopted by said Board prior to the date of this Contract) or depicted on the plat attached to this Contract and marked Exhibit "C" or to the acquisition of any such fee title or lesser estate for such purposes by the State of California or any public agency (including the County); and the filing of any such action in eminent domain for the condemnation of or the acquisition of any such easement, fee title or lesser estate shall not terminate, nullify or void this Contract and in the event of the filing of any such action in eminent domain or acquisition this Contract shall be considered in the valuation process.

Section 9. **NO PAYMENT BY COUNTY.** The 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 Contract is the substantial public benefit to be derived therefrom, and the advantage which will accrue to the Owner as a result of the effect on the assessed valuation of land described herein due to the imposition of the limitations on its use contained herein.

Section 10. **CANCELLATION.** (a) The Owner may petition the Board of Supervisors for cancellation of this Contract as to all or any portion of the land which is subject to this Contract but this Contract may not be canceled in whole or in part except by mutual agreement of the Owner and County pursuant to Section 51282 of the Act (Government Code). County may only consent to the cancellation of this Contract in whole or in part when, after a public hearing has been held in accordance with the provisions of Section 51284 of the Act (Government Code), the Board finds (1) that the cancellation is not inconsistent with the purposes of the Act, (2) that the cancellation is in the public interest, and (3) that it is neither necessary nor desirable to continue the restrictions imposed by this Contract; provided, however, this Contract shall not be canceled until the hereinafter specified cancellation fee has

been paid, unless such fee or some portion thereof is waived or deferred pursuant to subdivision (c) of Section 51283 of the Act (Government Code). As provided in said Section 51282, the existence of an opportunity for another use of the land involved (Premises) shall not be sufficient reason for cancellation and a potential alternative use of the land may be considered only if there is no proximate, noncontracted land suitable for the use to which it is proposed the land (Premises) be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation and the uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land (Premises) may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this Contract, the County Assessor shall determine the full cash value of the land as though it were free from the restrictions of this Contract. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee hereinafter specified.

(c) Prior to giving tentative approval to the cancellation of this Contract the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. Notwithstanding the provisions of subdivision (b) of Section 51283 of the Act (Government Code), if cancellation occurs within the first five-year period of the term of this Contract, the cancellation fee shall be 100% of the cancellation valuation of the land; if cancellation occurs after the expiration of the first five-year period of the term of this Contract the cancellation fee shall be an amount equal to 100% of the cancellation valuation of the land less 5% of said cancellation valuation for each year this Contract has remained in effect in excess of the aforementioned first five-year period; provided, however, in no event shall the cancellation fee be less than an amount equal to 50% of the cancellation valuation of the land. If after the date this Contract is initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment specified in this paragraph shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in such ratio.

(d) The Board of Supervisors may waive or defer payment of the cancellation fee or any portion thereof in accordance with subdivision (c) of Section 51283 of the Act (Government Code).

(e) Upon approval by the Board of Supervisors of the above mentioned cancellation petition and payment of the cancellation fee, the Clerk of the Board of Supervisors shall record in the office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract is canceled with the amount of the cancellation fee specified by the Board of Supervisors pursuant to Article 5 of the Act (Section 51281 et seq., Government Code) and a legal description of the property. From the date of recording of such certificate, this Contract or such portion thereof as is appropriate shall be finally canceled.

(f) Upon tentative approval by the Board of Supervisors of the above mentioned cancellation petition and waiver or deferment in whole or in part of the cancellation fee, the Clerk of the Board of Supervisors shall record in the office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the contract is canceled with the amount of the cancellation fee specified by the Board of Supervisors as being due pursuant to Article 5 of the Act (Section 51281 et seq., Government Code), the contingency of such 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 has not yet been paid or waived, 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 this County. Such lien shall be in favor of the County, shall have the force, effect and priority of a judgment lien and shall remain in effect until the unwaived portion of the cancellation fee is paid in full. Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of said lien.

Section 12. DIVISION OF LAND - MINIMUM SIZE PARCELS. The Owner shall not divide the Premises contrary to the restrictions on the division of Premises as set forth in Exhibit "B" attached hereto.

Section 13. CONTRACT BIDS SUCCESSORS. The term "Owner" as used in this Contract shall include the singular and plural and this Contract shall be binding upon the inure to the benefit of all successors in interest of the Owner including but not limited to heirs, executors, administrators and assignees. In the event the land under this Contract or any portion thereof is divided, the Owner of any parcel 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 including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land or any portion thereof subject to this Contract shall not be imputed to the owners of the remaining parcels and shall have no effect on this Contract as it applies to the remaining parcels of the divided land.

Section 14. REMOVAL OF LAND FROM PRESERVE. Removal of any land under this Contract from an agricultural preserve, either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of nonrenewal by the County; provided, however, that the County shall, as least 60 days

Corporation)



STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.

On FEBRUARY 9, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared ALBERT C. MAUPIN

known to me to be the _____ President, and D. JEANETTE MAUPIN

known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

STAPLE HERE



OFFICIAL SEAL
 MARIAN E. LIDDELL
 NOTARY PUBLIC - CALIFORNIA
 SAN DIEGO COUNTY
 My comm. expires NOV 9, 1979

Rt. 1, Box 315, Campo, CA 92006

(This area for official notarial seal)

Signature Marian E. Liddell

prior to the next renewal date following the removal, serve a notice of nonrenewal as provided in Section 51245 of the Act (Government Code). Such notice of nonrenewal shall be recorded as provided in Section 51248 of the Act (Government Code).

Section 15. CONVEYANCE CONTRARY TO CONTRACT. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit the use of the Premises or create a division of the Premises contrary to the terms of this Contract, or any renewal thereof may be declared void by the Board of Supervisors of the County; such declaration or the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining a breach thereof.

Section 16. OWNER TO PROVIDE INFORMATION. The Owner, upon request of the County, shall provide information relating to the Owner's obligations under this Contract.

Section 17. NOTICE. Any notice given pursuant to this Contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid. Notice to the County shall be addressed as follows:

Clerk of the Board of Supervisors
Room 306 County Administration Center
1600 Pacific Highway
San Diego, California 92101

Notice to the Owner shall be addressed as follows:

Maupin, Inc.

Star Route 1, Box 27

Boulevard, CA 92005

IN WITNESS WHEREOF, the Owner and the County have executed this Contract on the day first above written.

Maupin, Inc.

Robert O. Maupin
ROBERT O. MAUPIN, PRESIDENT

D. Jeanette Maupin
D. JEANNETTE MAUPIN, SECRETARY

Owner

This is to certify that the foregoing contract is hereby executed on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Policy 1-38 of said Board adopted on June 25, 1974 (minute item 116) and the County consents to recordation thereof by its duly authorized officer.

Date FEB 17 1978

By

J. O. Tennant
J. O. TENNANT, Acting Director
Department of Real Property

NOTE: All signatures of owners must be acknowledged before a notary public or public officer authorized to take acknowledgments.

EXHIBIT "A"

Lot 1 (Tract 47) and Lots 17, 18, 19, 20, 21 and 22 in Section 13, Township 18 South, Range 6 East, San Bernardino Base and Meridian.

TOGETHER with the West Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter, and Lots 7, 11, 12 and 13 in Section 18, Township 18 South, Range 7 East, San Bernardino Base and Meridian.

EXHIBIT B

Maupin

Agricultural Preserve No.

96

Section 1. In the above named Agricultural Preserve only the following uses are permitted:

A. The following agricultural uses:

1. Agricultural Crops.
2. Fruit trees, nut trees, vines and horticultural stock for producing trees, vines and other horticultural stock.
3. Flowers and vegetables.
4. The keeping of the following poultry and animals:
 - (a) Poultry, rabbits, chinchillas, hamsters and other small animals; provided not more than twenty-five (25) of any one or combination thereof may be kept on the premises.
 - (b) Horses as a private stable.
 - (c) Bovine animals, sheep, goats and swine as follows:
 - (1) On any premises having a net area of less than one and one-half (1-1/2) acres there may be kept a maximum of two (2) of any one or combination of said animals.
 - (2) On any premises having a net area of not less than one and one-half (1-1/2) acres but not more than four (4) acres, there may be kept a maximum of eight (8) of any one or combination of said animals provided that the number of such animals shall not exceed one animal per half (1/2) acre of area.
 - (3) On any premises having a net area of more than four (4) acres, eight (8) of any one or combination of said animals may be kept, and in addition thereto there may be kept one (1) bovine animal or one (1) sheep per acre of area in excess of said four (4) acres.
5. Buildings and structures necessary and incidental to the agricultural use of the land.

(For Agricultural Preserve Zoning Code A-1 Section B through D2. Refer to San Diego County Zoning Ord. No. 1402.)

3. A saltpond, as defined in subdivision (k) of Section 51201, Government Code.
4. A managed wetland area, as defined in subdivision (1) of Section 51201, Government Code.
5. A submerged area, as defined in subdivision (m) of Section 51201, Government Code.

Section 2. Notwithstanding the provisions of Section 1, no dwelling, guest house, farm employee housing or farm labor camp shall be constructed, erected or maintained upon any premises containing an area of less than 80 acres; provided, however, one single family dwelling may be constructed and maintained on the premises subject to this contract.

Section 3. Nothing herein shall be construed to authorize the establishment or continuation of a use of real property contrary in any provision of the Zoning Ordinance (Ordinance No. 1402 (New Series) of the County of San Diego including any amendments thereto, heretofore or hereafter adopted.

Section 4. The premises subject to this Contract shall not be divided so as to create a parcel of land having an area of less than 80 acres, provided that this restriction shall not be construed as prohibiting the owner of premises having an area of more than 80 acres (Hereinafter referred to as the Grantor) from conveying to the owner of contiguous premises subject to a Contract of equal or longer unexpired term a parcel containing less than 80 acres for the purpose of enlarging such contiguous premises where the remainder of the Grantor's premises after such conveyance has an area of not less than 80 acres.

Section 5. "Area" means an area of land inclusive of that land within easements or rights of way for roads, streets and/or highways.

Section 6. Definitions. The definition of words set forth in the Zoning Ordinance of the County of San Diego shall apply to the words used herein unless otherwise specifically defined herein.

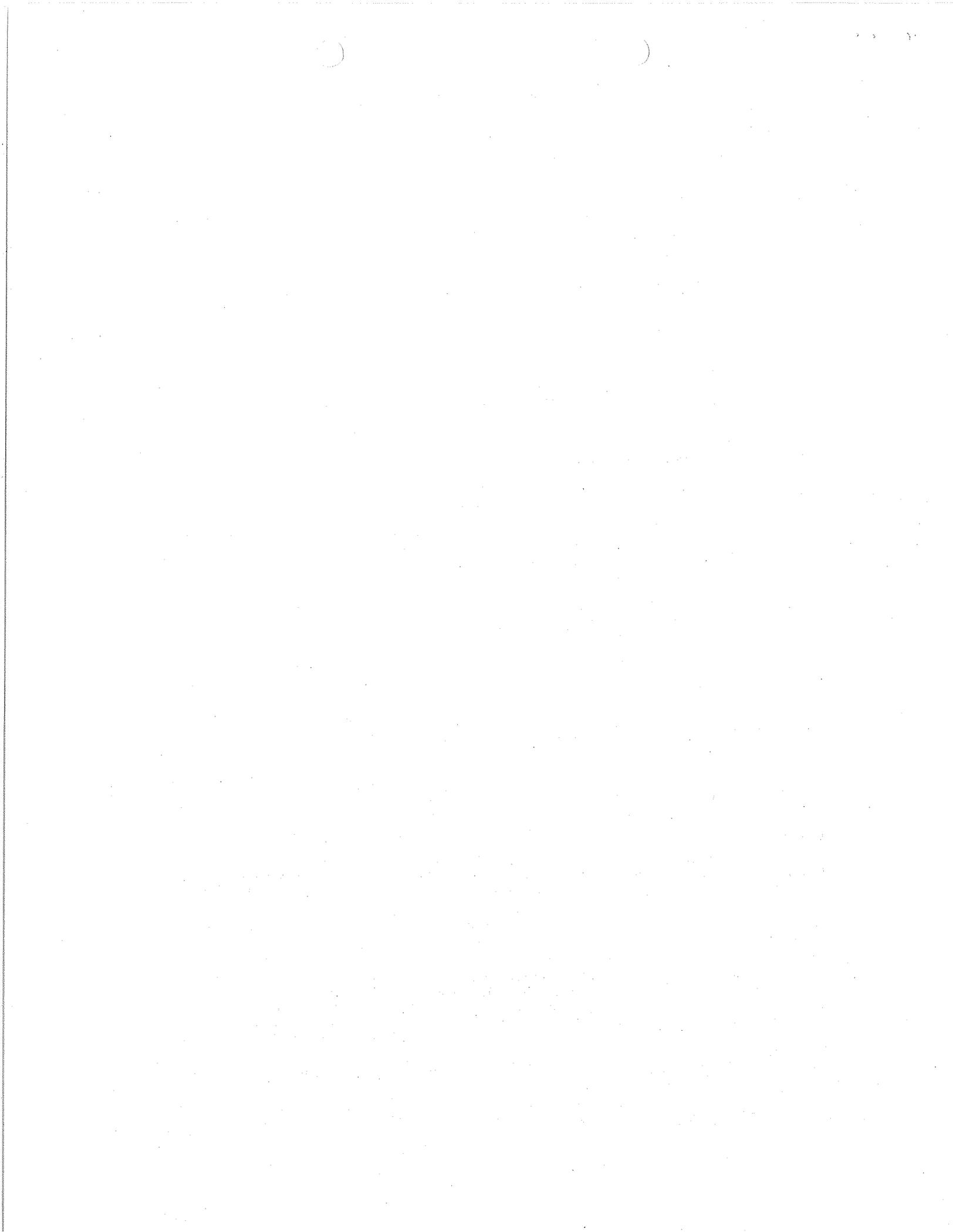


EXHIBIT "C"

MAUPIN AGRICULTURAL PRESERVE No. **96**

DATE ESTABLISHED _____ SIZE (acres) **400**

 AGR. PRE. BOUNDARY

Location: POR. SEC. 13 T18S R6E
POR. SEC. 18 T18S R7E
SAN DIEGO COUNTY CALIFORNIA

SCALE 1"=2000'

