

WHEN RECORDED MAIL TO:
COUNTY OF NEVADA *Bd Supor*

90 06245

OFFICIAL RECORDS
REQUESTED BY *Bd Supor*
COUNTY OF NEVADA

FEB 28 PM 2:45

ERIC C. BOLINGER
NEVADA COUNTY
RECORDER

50-400-04
23.82 ac

*Now
Liskin
as of 6-14-96*



96-06559
198 rev = 180K

NF

RESOLUTION No. 90-93

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING CONTRACT
UNDER THE WILLIAMSON ACT**

WHEREAS, the Board of Supervisors of the County of Nevada have, by proper resolution, adopted the Williamson Act for the County of Nevada, as provided by the laws of the State of California, and

WHEREAS, the Board of Supervisors by Resolution 88-36 established the criteria for property owners within the County of Nevada to qualify under the terms of said Act, and

WHEREAS, the property owned by LANCE AND GAY COLUMBEL has qualified under the criteria established by the Board of Supervisors to come under the provisions of the Williamson Act.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the Nevada County Agricultural Preserve Contract entered into on the 27th day of February, 1990, executed by LANCE AND GAY COLUMBEL, and authorizes the Chairman of the Board to sign said contract on behalf of the County.

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Said authorization is based on the following findings:

1. It is consistent with the goals, objectives, and policies of the Nevada County General Plan.
2. Because there is no possibility that this action could have a significant adverse effect on the environment, this project is exempt from environmental review.
3. A Conservation and Agricultural Production Plan has been made a part of the contract substantiating that minimum gross profits from agricultural pursuits on this parcel will be demonstrated by the applicant.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February, 1990, by the following vote of said Board:

Ayes: Supervisors Todd Juvinal, Jim Callaghan,
Jim Weir, Bill Schultz, "G" "B" Tucker.
Noes: None
Absent: None
Abstain: None

ATTEST;

CATHY R. THOMPSON

Clerk of the Board of Supervisors

By

Cathy R. Thompson

Todd Juvinal
Chairman

DATE	COPIES SENT TO
2-28-90	Columbel
	Planning <i>CA</i>
	Assessor <i>CA</i>
	Co. Counsel <i>UC</i>
	Recorder <i>MA</i>

NEVADA COUNTY AGRICULTURAL PRESERVE CONTRACT

THIS CONTRACT made and entered into this 27th day of February, 1990, by and between the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "County" and LANCE and GAY COLUMBEL, hereinafter collectively referred to as "Owner".

RECITALS

WHEREAS, both Owner and County desire to limit the use of the subject property to agricultural, public recreation or open space and compatible uses in order to preserve a maximum amount of open space land, to conserve the State's economic resources, to maintain the agricultural economy, and to assure a food supply for future residents, to discourage premature and unnecessary conversion of agricultural land to other than agricultural uses, recognizing that such land has public value and constitutes an important physical, social, aesthetic and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is a determination that the highest and best use of the subject property during the term of the Contract or any renewal thereof is for agricultural and compatible uses, all as hereinafter defined; and

WHEREAS, the Owner and County intend the terms, conditions and restrictions of this Contract to be substantially similar to those required for contracts by the California Land Conservation Act of 1965 (as amended), and intend that this Contract shall constitute an "enforceable restriction" as that term is defined and used in California Revenue and Taxation Code Section 402.1, 422, 423 and 423.3.

NOW, THEREFORE, both Owner and County in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do agree as follows:

1. Contract made pursuant to Land Conservation Act and County rules and regulations. This 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), as amended from time to time, and is subject to all the provisions of said Act incorporated herein by reference, including any subsequent amendments thereto.

This Contract is also made and entered into pursuant to Resolution 88-36 of the Board of Supervisors of the County of Nevada, and is subject to all of the provisions of said Resolution incorporated herein by reference, including any subsequent amendments thereto.

2. Consideration and Waiver of Payment. Owner shall not receive any payment from County in consideration of the obligations imposed under this Contract, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

3. Restriction on Use of Property. During the term of this Contract, and any and all renewals thereof, the property described in Exhibit "A" shall not be used by Owner, or Owner's successors in interest, for any purpose other than for a use allowed in the zoning district in which the property is located and permitted under the terms and conditions set forth in the current resolution governing application for such contracts. A copy of said current resolution is attached hereto as Exhibit "B" and by this reference its terms and conditions are incorporated into this Contract.

4. Term of Contract. This Contract shall have an initial term of ten (10) years, commencing as of the first day of the month next succeeding the date of execution. This Contract shall be automatically renewed each succeeding year, which shall be deemed to be the annual renewal date of this Contract, and upon each such renewal, one (1) additional year shall be automatically added to the initial term, hereof, unless notice of non-renewal is given as provided in Paragraph 5 hereof.

5. Notice of Non-Renewal.

(A) If either party desires in any year not to renew this Contract, that party shall serve written notice of non-renewal upon the other party in advance of the annual renewal date of this Contract. Unless such written notice of non-renewal is served by the land owner at least ninety (90) days prior to the renewal date, or by the County at least sixty (60) days prior to the renewal date, this Contract shall be considered renewed as provided in Paragraph 4 above.

(B) In the event County shall serve written notice of non-renewal of this Contract, the Owner, within ten (10) days after receipt thereof, may submit to County a written protest of such non-renewal. County may, at its discretion, at any time prior to the next following renewal date thereafter, withdraw such notice of non-renewal and in such event this Contract shall continue as if no such notice of non-renewal had been submitted.

(C) A written notice of non-renewal submitted by Owner shall relate to the entire property described in Exhibit "A" hereto, except that Owner may make application to the Board of Supervisors of County for permission to submit a notice of non-renewal in relation to only a portion of said estate property, and if such permission is granted, said written notice of non-renewal may relate to such portion of said entire property.

(D) If either party serves written notice of non-renewal in any year within the time limits of (A) above, this Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Contract, as the case may be.

6. Assessment. On each assessment year, commencing with the first assessment year following execution of this Contract and continuing until notice of non-renewal shall be given by either of the parties hereto pursuant to the provisions of Paragraph 5 hereof, the Nevada County Assessor shall assess the subject property in accordance with the provisions of Section 421 to 424, inclusive, of the Revenue and Taxation Code, and Sections 51200 to 51295, inclusive, of the Government Code, and any amendments thereto.

If either of the parties hereto shall serve the other party with notice of non-renewal, pursuant to the provisions of Paragraph 5 hereof, commencing with the first assessment year following said notice of non-renewal, and continuing through each assessment year thereafter until the effective termination of this Contract, the Nevada County Assessor shall assess the subject property pursuant to Revenue and Taxation Code Section 426; provided, however, that this paragraph shall be subject to the right of the State of California to provide for other methods for the assessment of the subject property either before or after notice of non-renewal through appropriate legislation and in the event the State of California shall adopt such legislation, then and in that event, it is agreed and understood that the Nevada County Assessor shall assess the subject property in accordance with such legislation and any amendments thereto.

It is further agreed and understood that this paragraph shall not limit, abridge or restrict the provisions of Paragraph 10 hereof, providing for assessment of the subject property in connection with the cancellation of this Contract, pursuant to the provisions thereof.

7. Automatic Termination by Eminent Domain. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein, or of less than a fee interest which will prevent said land being used for any authorized agricultural use, or compatible use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or such acquisition of less than a fee interest which will prevent the land being used for authorized use, this Contract is null and void upon such filing or acquisition as to the portion of the land described herein so taken or acquired, and the condemning agency shall proceed as if this Contract never existed.

8. Annexation. This Contract shall be transferred from County to any succeeding City or County acquiring jurisdiction over the subject property in the manner provided for in Section 51243 of the California Government Code. On the completion of annexation proceedings by a City, that City shall succeed to all rights, duties and powers of the County under this Contract for that portion of the subject property annexed to the City, unless the subject property was within one (1) mile of the annexing City on the date of execution of this Contract, and the City had, pursuant to California Government Code Section 51243.5, previously filed its resolution protesting the execution of this Contract. If such resolution had been filed by the City, then upon annexation the City may exercise its option not to succeed to this Contract and this Contract shall become null and void as to that portion of the subject property annexed by the City.

9. Contract Subject to Exercise of Police Power. Nothing in this Contract shall limit or supercede the planning, zoning, health, safety and other police powers of the County, and the right of the County to exercise such powers with regard to the subject property.

10. Cancellation. This Contract may not be cancelled by either Owner or County acting unilaterally or by mutual agreement of the parties, except following notice and hearing thereon conducted in the manner provided by Section 51282 and following of the California Government Code and a finding by the Nevada County Board of Supervisors that such cancellation is consistent

with the purposes of the California Land Conservation Act and County rules and regulations effectuating said Act and is in the public interest.

It is understood that the existence of an opportunity for another use of the said real property shall not be sufficient reason for the cancellation of this Contract. A potential alternative use of the land may be considered only if there is no proximate, non-contracted land suitable for the use to which it is proposed this land be put.

Likewise, the uneconomic character of a particular existing agricultural, recreational or open space use, shall not be sufficient reason for cancellation of the Contract, and the uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural, recreational or open space use, to which the land may be put.

As part of any application by land owner for the cancellation of this Contract, Owner shall acknowledge his/her readiness and willingness to pay to the County Treasurer, as a cancellation of the Contract fee, a sum as determined pursuant to Government Code Section 51283. Collection and distribution of the cancellation fee shall likewise be carried out in the same manner as specified by Section 51283.

Upon tentative approval of County for the cancellation of this Contract, a certificate pursuant to Resolution 88-36 shall be recorded with the County Recorder of the County of Nevada. County shall have a lien for all unpaid cancellation fees from the date of such recording.

The following actions shall cause the Board of Supervisors to issue immediate notice of public hearing for consideration of cancellation of the contract:

(A) Any modification of the boundaries of the land described in the contract.

(B) Notification from the Soil Conservation Service, Nevada County Resource Conservation District, or Farm Advisor, that the owner of the land under contract has not performed within the time frame of the conservation plan included in the application for contract.

(C) Failure of the applicant to show an annual gross profit of \$3,000.00 derived from agricultural production on the property.

(D) Failure of the applicant to comply with the plan included in the application for contract or the site plan or use permit in effect for the land use.

11. Automatic Termination. If it should be finally determined by Judicial proceeding that this Contract does not constitute an enforceable restriction within the meaning of California Revenue and Taxation Code, except for an unenforceable ability arising out of the non-renewal of this Contract, for any tax year during the term of this Contract or any renewals thereof, then and in that event this Contract shall be null and void, and without further effect, and the property subject to this Contract shall be from that time free from any restriction whatsoever under this Contract.

12. Enforcement of Contract. Any conveyance, contract, authorization (whether oral or written) or use by Owner or his/her successors in interest which would permit use of the above-described land contrary to the terms of this Contract, or the provisions of Exhibit "B" hereof, may cause this Contract to be declared void by the County's Board of Supervisors; such declaration or the terms and provisions of this Contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliances or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both the Owner and County may pursue their legal and equitable remedies.

13. Exculpatory Clause. The Owner shall hold the County harmless from any demand, claim, cause of action or action for damages involving the Owner's interest or rights in and to the real property described herein. Person or persons signing this Contract represent that they are Owners of the real property entitled to and possessing the authority to enter into this Contract and to bind the real property in accordance with this Contract.

14. Costs of Litigation. In case the County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, the Owner shall and will pay all costs together with reasonable attorney's fees incurred by or imposed upon County by or in connection with such litigation; further, Owner shall and will pay all costs and reasonable attorney's fees which may be incurred or paid by County in enforcing the covenants and agreements of this Contract.

15. Severability. It is understood and agreed by the parties hereto that if any of these provisions shall contravene or be invalid under any law, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or

provisions held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

16. Successors in Interest. This Contract shall constitute a covenant running with the land herein described, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. This Contract may be enforced by either party or by any owner of land within the same agricultural preserve which is subject to a similar Contract. The land under this Contract cannot be subdivided into smaller parcels, but the land covered by the Contract may be sold in total.

17. Assessment Information. Owner agrees to provide County, upon request, with all information concerning Owner's agricultural, recreational or open space and compatible activities upon the subject property, including income derived, capital expenditures and expenses incurred in the course of Owner's agricultural, recreational, open space and compatible pursuits in relation to the subject property. Said information will be necessary to implement the assessment process, pursuant to the California Land Conservation Act of 1965 (as amended), and said information shall be, at the request of the County, verified by a certified public accountant, without expense to County.

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

(NOTE: OWNERS SIGNATURES MUST BE NOTARIZED)

OWNER(S)

Laura Henry Columbus
Guy J. Columbus

COUNTY OF NEVADA, a political subdivision of the State of California

By: [Signature]
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

[Signature]

SUBROGATION

We, the undersigned, trust deed or other encumbrance holders, do hereby agree to, and agree to be bound by, the terms of this Contract.

(NOTE: ALL SIGNATURES MUST BE NOTARIZED)

NAME

NATURE OF INTEREST OR ENCUMBRANCE

RECORDING REQUESTED BY
Western Title Insurance Company

AND WHEN RECORDED MAIL TO

NAME Mr. and Mrs. Lance G. Columbel
ADDRESS 10492 Gautier Drive
CITY & STATE Auburn, Calif. 95603

Title Order No. _____ Escrow No. 55923-LI

OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE INS. CO.

NOV 6 1979
AT MIN. PAST 9 O'CLOCK A
NEVADA COUNTY, CALIFORNIA
309 [Signature] [Signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO
NAME _____
ADDRESS SAME AS ABOVE.
CITY & STATE _____

Documentary transfer tax \$.42.90 TRANS. TAX PI
 Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances
remaining thereon at time of sale.
THE UNDERSIGNED GRANTOR
Signature of declarant or agent determining tax - firm name

Individual Joint Tenancy Deed

WESTERN TITLE FORM NO. 105

FOR VALUE RECEIVED, CARL E. HOUGHTON, a married man

GRANT S to LANCE G. COLUMBEL and GAY L. COLUMBEL, his wife

as JOINT TENANTS all that real property situate in the

County of Nevada, State of California, described as follows:

Lot 13 of Houghton Ranches, as shown on the Official Map thereof filed in the office of the Nevada County Recorder, on August 29, 1979, in Book 6 of Subdivisions, at Page 24.

RESERVING THEREFROM AND TOGETHER WITH easements for ingress, egress and utility purposes as shown on the Official Map of Houghton Ranches referred to above.

Dated October 19, 19 79

Carl E. Houghton
CARL E. HOUGHTON

STATE OF CALIFORNIA }
County of Nevada } ss.
On Oct. 22, 19 79, before me, the undersigned,

a Notary Public, in and for said State, personally appeared
Carl E. Houghton

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Lucy M. Lincoln
Notary Public

EXHIBIT A

FOR NOTARY SEAL OR STAMP
OFFICIAL SEAL
LUCY M. LINCOLN
NOTARY PUBLIC - CALIFORNIA
COUNTY OF NEVADA
My Commission Expires December 21, 1980

SCHEDULE C

The land referred to in this Policy is described as:

All that certain real property situate in the County of Nevada, State of California, more particularly described as follows:

Lot 13 of Houghton Ranches, as shown on the Official Map thereof filed in the office of the Nevada County Recorder on August 29, 1979, in Book 6 of Subdivisions, at Page 24.

pyw

RECEIVED

JAN 22 1968



NEVADA COUNTY
PLANNING DEPARTMENT

RESOLUTION

No. 88-36

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA ESTABLISHING RULES AND REGULATIONS FOR EFFECTUATION OF THE CALIFORNIA LAND CONSERVATION ACT OF 1965 (KNOWN AS THE WILLIAMSON ACT)

WHEREAS, the California Land Conservation Act of 1965 authorizes the establishment of agricultural preserves under Section 51200 et seq of the Government Code of the State of California; and

WHEREAS, the Board of Supervisors of the County of Nevada finds that there are areas of the County where there are located lands which are worthy of being preserved for agricultural, public recreation or open space uses, and uses compatible therewith, and which are zoned to limit the use of the land to those uses; and

WHEREAS, it is the desire of the Board of Supervisors to establish criteria and procedures for the creation of agricultural preserves, and for the limitation of use of land for agricultural pursuits and compatible uses pursuant to Section 51231 of said Government Code; and

WHEREAS, the Board of Supervisors has determined that agricultural preserves may include land devoted to agriculture, public recreation, open space and land uses compatible therewith;

WHEREAS, for the purpose of this resolution, agricultural uses shall be interpreted to be uses of land for the purpose of producing plant and animal products produced in this State for commercial purposes, excluding timber and Christmas trees; public recreational uses shall be as defined herein; and open space uses shall be as defined herein; and

WHERE, it is the intent of the Board of Supervisors to utilize the Land Conservation Act of 1965, as amended, to provide financial relief to the owners of land within the County, which land is utilized and maintained for the production of plant or animal products, public recreational use, or open space use, and uses compatible therewith; and

WHEREAS, the Board of Supervisors does find that agricultural preserves containing less than 100 acres are necessary due to the unique characteristics of agricultural enterprises in the County, and because of the particular nature of properties suitable for preservation for public recreational and open space uses; and

WHEREAS, in exchange for the financial relief afforded to properties under contract, the Board of Supervisors intends that parcels covered by

EXHIBIT B

contract not be further subdivided unless the subdivision is clearly provided for in the contract, and that the land use for which the preserve was established be maintained for the life of the contract.

IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, as follows:

SECTION I. Definitions

AGRICULTURAL PRESERVE. An area which is contractually restricted to agricultural, public recreation or open space uses. Such preserves shall be established for the purpose of subsequently placing a prohibition on the subdivision of any parcel or parcels under contract, and placing restrictions upon the use of land within them, pursuant to the purposes of this resolution. Such preserve may also be established even if it contains no prime agricultural land, provided that the land within the preserve is subsequently restricted to agricultural, recreational, open space and compatible uses.

AGRICULTURAL USE. The use of land for the purpose of producing plant and animal products in this State for commercial purposes, excluding timber and Christmas trees.

CANCELLATION. The nullification of a contract by agreement of the parties under a cancellation clause contained in the contract; a remedy whereby a court of equity in exceptional cases exercises its jurisdiction to decree the surrender and cancellation of written instruments.

CANCELLATION CLAUSE. The provision in a contract for the termination thereof by one of the parties.

CANCELLATION VALUATION. Full cash value of land, as though it were free of contractual restrictions.

COMMISSION. The Nevada County Agricultural Advisory Commission shall serve as an advisory board to the Board of Supervisors on applications for agricultural preserves and other matters relating thereto, and shall replace the Nevada County Land Conservation Act Advisory Board which is hereby eliminated by action of this resolution.

COMPATIBLE USE. The use of land for agricultural, recreational, and open space uses as defined herein. Compatible uses include such land uses as deemed necessary to support agricultural, recreational, or open space uses, as those uses are provided for within the provisions of the zoning district in which the property being considered is located. Land within any agricultural preserve shall be zoned either "AE" Agricultural Exclusive, "A1" General Agriculture or "FR" Forest and Recreation, and any site plan approval or use permit applied for on lands within an agricultural preserve shall be evaluated on the basis of whether the use is necessary to carry-out the agricultural, recreational, or open space use of the property.

GROSS PROFIT. The excess of the selling price over the cost price without deducting expenses of resale and other costs of doing business.

OPEN SPACE USE. The use or maintenance of land in such a manner as to preserve its natural characteristics, beauty or openness for the benefit and enjoyment of the public, or to provide essential habitat for wildlife, if such land is within (1) a scenic highway corridor designated by the State Department of Transportation as an official county scenic highway, (2) a wildlife habitat area recommended by the State Department of Fish and Game as an area of great importance for the protection or enhancement of the wildlife resources of the state, or (3) a managed wetland area which has been maintained for at least three consecutive years as a water fowl hunting preserve or game refuge, or for agricultural purposes.

RECREATIONAL USE. The use of land by the public, with or without charge, for any of the following: walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation. Any fee charged for the recreational use of land as defined here shall be a reasonable amount and shall not have the effect of unduly limiting its use by the public.

RESOURCE CONSERVATION AND AGRICULTURAL PRODUCTION PLAN. A plan which outlines the land resource management and agricultural production program required to bring the property proposed for an agricultural preserve into compliance with good management practices and full agricultural production to the extent of its capability as determined by the Agricultural Advisory Commission. The plan may be prepared by the Nevada County Resource Conservation District and Soil Conservation Service or the Farm Advisor and shall be submitted with the application for an agricultural preserve for agricultural uses.

SECTION II. Criteria for Applications for Agricultural Uses

The following criteria shall be used in the evaluation of contracts for agricultural uses under the Williamson Act:

1. Land proposed for an agricultural preserve shall be designated on the Nevada County General Plan for Estate, Rural, Rural Low Density, or Forest and shall be zoned "AE" Agricultural Exclusive, "A1" General Agricultural or "FR" Forest and Recreation, which zoning districts will restrict the use of the land to agriculture and uses compatible therewith.
2. The minimum acreage to be considered for an agricultural preserve shall be the same as the minimum parcel size required in the zoning district in which the property is located, except that legally-established non-conforming parcels of a lesser size will be considered if findings can be made that the parcel is adequate in size to accommodate the commercial agricultural operation included in the contract without adverse impacts on adjoining properties.

The land area of adjoining property owned by the applicant but zoned "TPZ" Timberland Preserve Zone may be computed to meet the minimum parcel size required under this criteria.

3. There shall be a capital outlay for agricultural improvements, livestock, plant material, and animal and crop enhancement products in the minimum total sum of \$15,000. Capital outlay may not include the cost of residential structures and accessory buildings, roads not required for conduct of the agricultural operation, land costs, or equipment, but may include, but not be limited to, site preparation associated with the agricultural operation, fencing, ditching, ponds, barns, agricultural storage buildings, irrigation piping, corrals, loading chutes, gates and cattle crossings. Value applied shall be demonstrated by actual purchase receipts, an appraisal performed by a qualified farm appraiser (at the expense of the applicant), or by an estimate of replacement value prepared by the Nevada County Farm Advisor, the Soil Conservation Service, and Nevada County Resource Conservation District (at the expense of the applicant). The Agricultural Advisory Committee shall choose whichever of these methods it deems to be most effective in providing substantiation of capital outlay, and it shall be used only when the applicant is unable to document such capital outlay.
4. There shall be a minimum of \$3,000.00 of annual gross profit from agricultural production on the parcel or parcels described in the contract. Prior to making the application for contract, the property shall show a minimum of \$3,000.00 annual gross profit from agricultural production on the subject property in at least two of the three years prior to the application. The amount of the gross profit shall be substantiated by the applicant in a manner acceptable to the Commission, and substantiation shall be accompanied by a statement from the applicant, notarized and filed under penalty of perjury, that the information is correct and that the income was received from agricultural production on the property covered by the application.

As an alternative to demonstrating annual gross profit in at least two of the three years prior to the application, the plan required by Section II.5 may include a time frame in which the applicant will begin to show \$3,000.00 annual gross profit. Failure to perform in accordance with the provisions of the plan shall cause the Commission to recommend to the Board of Supervisors that the contract be cancelled. In reviewing the plan, the Commission shall determine whether the proposed time frame demonstrates the applicant's intent to conduct a true commercial agricultural operation in a reasonable period of time based on the type of operation proposed.

5. An applicant for consideration under the provisions of this resolution shall have obtained from the Nevada County Resource Conservation District and Soil Conservation Service, or the Farm Advisor, a conservation and agricultural production plan to which

he has agreed and which he will conscientiously follow. The plan shall include a time frame in which the property will be brought to its full agricultural production capability, and, if required pursuant to Section II.4 above, the plan shall include a time frame in which the property will be earning \$3,000.00 annual gross profit.

Performance as provided for in the plan shall be evaluated by the Soil Conservation Service, Nevada County Resource Conservation District, and Farm Advisor, at least every two years. Failure to conscientiously perform as outlined in the plan may cause the Commission to recommend to the Board of Supervisors that the contract be cancelled.

SECTION III. Criteria for Applications for Open Space Uses

The following criteria shall be used in the evaluation of contracts for open space uses under the Williamson Act:

1. Land proposed for an agricultural preserve for preservation of open space, as defined herein, shall be zoned in a manner which clearly defines the nature of the open space and restricts the land use to protect the particular resource. If restrictive zoning is not in place at the time of application, a petition for rezoning shall accompany the contract application, and the rezoning shall be approved before a contract can be entered into.
2. An applicant shall have obtained from the Nevada County Resource Conservation District and Soil Conservation Service a plan which clearly outlines the conservation and resource management program in effect, or to be implemented within a specific time frame for the property under consideration. If the property is intended to provide essential habitat for wildlife or is a managed wetland area, the plan shall have been approved by the State Department of Fish and Game which shall also provide a statement indicating that the property provides important protection for the protection and enhancement of the wildlife resources of the state.
3. There shall be no minimum parcel size for properties to be considered for preservation of open space as defined herein.

SECTION IV. Criteria for Applications for Recreational Uses

The following criteria shall be used in the evaluation of contracts for recreational uses under the Williamson Act:

1. Land proposed for an agricultural preserve for public recreational uses, as defined herein, shall be located in a zoning district which allows the existing or proposed public recreational use.
2. If required by the zoning district in which the property is located, the application shall be accompanied by a statement of

legal non-conforming status or a site plan or conditional use permit approval indicating that the existing or proposed public recreational use is consistent with county zoning regulations.

3. An applicant shall have obtained from the Nevada County Resource Conservation District and Soil Conservation Service a plan which clearly outlines the conservation and resource management program in effect, or to be implemented, for the property under consideration. If all appropriate best management practices are not in effect at the time of application, the plan shall include a time frame in which all measures will be in place.
4. There shall be no minimum parcel size for properties to be considered for public recreational uses.

SECTION V. Procedures

The following is established as procedure for application for an agricultural preserve under the provisions of the Land Conservation Act of 1965 and this resolution:

1. The Nevada County Agricultural Advisory Commission shall serve as the advisory board to the Board of Supervisors on all applications for agricultural preserves and matters relating thereto.
2. Landowners shall file complete applications for contracts with the Nevada County Planning Department upon forms provided by that department.
3. Each application forms shall be accompanied by:
 - a. A non-refundable filing fee as established by the latest fee schedule adopted by the Board of Supervisors;
 - b. For applications for contracts for agricultural uses, a Resource Conservation and Agricultural Production Plan as defined herein;
 - c. For applications for open space and public recreational uses, a conservation and resource management plan pursuant to Section III.2 or IV.3;
 - d. All other information which may be required on the application form last approved for use by the Agricultural Advisory Commission.
4. After a complete application is received and reviewed for compliance, a receipt for same shall be issued. Within 10 days from the date of the receipt, the Planning Department shall circulate a copy of all material received in the application to the following departments with a memorandum requesting comments relative to compliance with criteria established by this resolution and any other consideration:

- (A) Nevada County Agricultural Commissioner
 - (B) Nevada County Assessor
 - (C) Nevada County Farm Advisor
 - (D) Nevada County Resource Conservation District
 - (E) Nevada County Local Agency Formation Commission
 - (F) Every city and county within one mile of the boundaries of the proposed preserve
 - (G) Any other agency which can aid the Agricultural Advisory Commission in evaluating the application.
 - (H) School, fire or other special districts.
5. Within sixty (60) days from the date of receipt of the request for comments, the Planning Department shall receive comments from any interested agency and shall set the application for public hearing before the Agricultural Advisory Commission. The notice of public hearing outlining the content of the application for preserve and time and place for public hearing shall be published once in a newspaper of general circulation published within the County at least ten (10) days prior to the hearing.
 6. Prior to the public hearing, the Planning Department shall prepare a report to the Agricultural Advisory Commission including all comments received from interested agencies and a statement that the proposed preserve is consistent or inconsistent with the adopted Nevada County General Plan and the purpose and intent of this resolution.
 7. Upon conclusion of the public hearing, which may be continued from time to time, the Agricultural Advisory Commission shall, by a majority vote of the members present, recommend to the Board of Supervisors that the application for agricultural preserve be granted or denied.
 8. Upon action by the Agricultural Advisory Commission, the application and Commission recommendation shall be set for consideration by the Board of Supervisors. The Board of Supervisors may hold a public hearing on the matter with notification as outlined in Paragraph 5 if it desires.
 9. At least thirty (30) days prior to the date the Board of Supervisors will consider the application and recommendation, the Clerk of the Board of Supervisors shall give written notice to any city within the county of its intention to consider a contract which includes land within one mile of the exterior boundaries of that city. If such files with the Nevada County Local Agency Formation Commission a resolution protesting the execution of a

contract which includes land within one mile of the exterior boundaries of the city, and that Commission, following a hearing, upholds the protest upon a finding that the contract is inconsistent with publicly desirable future use and control of the land in question, then, should the Board of Supervisors execute such a contract, the city shall have the option of not succeeding to the contract upon the land to the city.

10. Upon conclusion of the hearing or public hearing on the application and Agricultural Advisory Commission recommendation, the Board of Supervisors may, by majority vote of its membership, adopt a resolution establishing all or any part of the land covered by the application in an agricultural preserve. The resolution may include the rules pertaining to the regulation of the land within the preserve. A contract between the Board of Supervisors and the landowner may follow adoption of a resolution. The contract shall provide for maintenance of the land in compliance with the criteria established in this resolution, limit use of the land covered by the contract to agricultural uses, or uses which are compatible therewith, and recreational uses, open spaces shall prohibit the subdivision of any land under contract unless specifically allowed in the contract.
11. For a contract to be in effect for a March 1 lien date in any year, the application for contract must be filed by September 1 of the previous calendar year.

SECTION VI. Contracts

Contracts entered into by a landowner and the County of Nevada shall be provided for as follows:

1. Each contract shall be for an initial term of no less than ten (10) years, and each contract shall provide that on the anniversary date of the contract, a year shall be added automatically unless notice of non-renewal is given.
2. If either the landowner or the County desires in any year not to renew a contract, that party shall serve written notice of non-renewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least ninety (90) days prior to the renewal date, or by the County at least sixty (60) days prior to the renewal date, the contract shall be considered renewed.
3. Upon receipt by the owner of a notice from the County of non-renewal, the owner may make a written protest of the notice of non-renewal. The County may, at any time prior to the renewal date, withdraw the notice of non-renewal.
4. If the County or landowner serves notice of intent not to renew in any year, the existing contract shall remain in effect for the

balance of the period remaining since the original executive or the last renewal of the contract, as the case may be.

5. No later than 20 days after the County enters into a contract with a landowner, the Clerk of the Board of Supervisors shall record with the County Recorder a copy of the contract which shall describe the land subject thereto, together with a map showing the location of the agricultural preserve. From and after the time of such recordation, such contract shall impart notice thereof to all persons.
6. No contract may be cancelled until after the County has held a public hearing giving notice of public hearing as provided in this resolution, any by mailing notice of public hearing to the owners of land under the contract, those owners of land within 300 feet of the exterior boundary of the land upon which the contract is proposed to be cancelled and any city whose limits are within one mile of the boundaries of the contracted property. The owner of any land located in the County may protest the cancellation to the Board of Supervisors.
7. The County or landowner may bring any action in court necessary to enforce any contract including, but not limited to, an action to force the contract by specific performance or injunction.
8. The following actions shall cause the Board of Supervisors to issue immediate notice of public hearing for consideration of cancellation of the contract:
 - (A) Any modification of the boundaries of the land described in the contract unless subdivision is specifically provided for in the contract.
 - (B) Notification from the Soil Conservation Service, Nevada County Resource Conservation District, or Farm Advisor, that the owner of the land under contract has not performed within the time frame of the conservation plan included in the application for contract.
 - (C) Failure of the applicant to show an annual gross profit of \$3,000.00 derived from agricultural production on the property.
 - (D) Failure of the applicant to comply with the plan included in the application for contract or the site plan or use permit in effect for the land use.
9. The landowner may petition the Board of Supervisors for cancellation of any contract as to all or any part of the subject land. The Board of Supervisors may approve the cancellation of a contract only if they find:

- (A) That the cancellation is not inconsistent with the purpose of this resolution.
 - (B) That the cancellation is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of a contract. A potential alternative use of the land may be considered only if there is no proximate, non-contracted land suitable for the use to which it is proposed the contracted land be put. The uneconomic character of an existing agricultural, recreational or open space use shall likewise not be sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural, recreational or open space use to which the land may be put.
10. Prior to any action by the Board of Supervisors to cancel any contract, the County Assessor of the County shall determine the full cash value of the land as though it were free of contractual restriction. The Assessor shall certify that value to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee.
 11. Prior to any action by the Board of Supervisors to cancel any contract, the Board shall determine and certify to the County Auditor the amount of the cancellation fee which the landowner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to fifty (50) percent of the cancellation valuation of the property; or, a sum equal to the tax savings for each and every year the contract has been in effect, plus a compounded interest component to be determined by an announced rate which has the same yield rate for long term United States Government Bonds as published by the Federal Reserve Board for each year, rounded to the nearest one-quarter percent, whichever is greater.
 12. When deferred taxes are collected, they shall be transmitted to the County Treasurer.
 13. Upon approval of the cancellation, 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 was cancelled with the amount of the cancellation fee certified by the Board of Supervisors 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 cancelled and, to the extent the cancellation fee has 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 the County. Such lien shall have the force, effect and priority of a judgment lien. In

no case shall the cancellation of a contract be final until the notice of cancellation is actually recorded.

14. If a contract covers more than one legally-established separate parcel under the same ownership at the time of the contract, those separate parcels may be sold separately if:
 - (A) Each of the parcels contains the minimum parcel size required by the zoning district in which the property is located;
 - (B) The original contract includes the provision that the separate parcels may be sold separately;
 - (C) It can be demonstrated to the satisfaction of the Agricultural Advisory Commission that:
 - (1) In the case of lands contracted for agricultural uses, each of the parcels to be sold, and the remaining parcel, each has received \$15,000 in capital outlay, is capable and has a new conservation and agricultural production plan, including a time frame in which the \$3,000.00 annual gross profit must be shown, in effect;
 - (2) In the case of lands contracted for recreational uses or open spaces uses, that each of the parcels is capable of being used in a manner consistent with the intent of the Land Conservation Act and this resolution; and
 - (D) Prior to the sale of any parcel, a contract application is made by the prospective owner in the manner outlined in this resolution, and the contract is entered into with the County within thirty (30) days from the date of sale. Failure to enter into a new contract will cause the County to schedule a public hearing to consider cancellation of the contract as provided herein.
15. If the owner of property under contract desires to change the land use provided for in the contract to another land use allowed under this resolution, he shall make application for a new contract as provided herein.

SECTION VII. Effects of Resolution

This resolution shall have the following effects as provided for herein:

1. This resolution shall replace Board of Supervisors Resolutions 75-93 and 77-~~427~~ and shall become the County's current resolution for the effectuation of the Williamson Act; and
2. This resolution shall have the effect of eliminating the Land Conservation Act Advisory Board which has been replaced in function relating to the Williamson Act by the Nevada County Agricultural Advisory Commission.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 19th day of January, 1988, by the following vote of said Board:

Ayes: Supervisors Todd Juvinall, Joel Gustafson,
Jim Weir, Bill Schultz, Crawford Bost
Noes: None
Absent: None
Abstain: None

ATTEST;

CATHY R. THOMPSON

Clerk of the Board of Supervisors

By Cathy R. Thompson

Joel Gustafson
Chairman

DATE	COPIES SENT TO
1/22/88	Agric. Adv. Commission
	Agric. Commissioner
	Planning (3)
	Co. Counsel
	Farm Advisor
	RCD
	Soil Conservation Service
	Assessor