WHEN RECORDED MAIL TO:

SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
675 TEXAS STREET, SUITE 5500, FAIRFIELD, CALIFORNIA 94533
(707) 784-6765

LAND CONSERVATION CONTRACT NO. _____

THIS CONTRACT, made and entered into this _____ day of _____, by and between_____ hereinafter referred to as "Owner", and the COUNTY OF SOLANO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH

WHEREAS, Owner is the owner of certain real property in the County of Solano, more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, said property is located in an "Agricultural Preserve" heretofore established by the County; and

WHEREAS, both Owner and County desire to limit the use of said property to agricultural or open space purposes in order to discourage premature and unnecessary conversion of such land to urban use, recognizing that such land has substantial public value as open space and that the preservation of such land in agricultural production or as open space constitutes an important physical, social, esthetic and economic asset to County; and

WHEREAS, the parties have determined that the highest and best use of such land during the life of the within contract, or any renewal thereof, is for agricultural or open space purposes.

NOW THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom and the advantages which will accrue to Owner as a result of any effect on the assessed value of said property due to the imposition of the limitation on its use contained herein, do hereby agree as follows:

1. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended.

2. During the term of this contract, the above described land shall not be used for any purpose other than "an agricultural use", "open space use", as provided in Section 51205 of the Government Code or uses

compatible with "agricultural use" as the same is defined in the Land Conservation Act of 1965 and the rules adopted or to be adopted by the County Board of Supervisors, governing the Agricultural Preserve in which said land is situated.

3. This contract shall be effective commencing on the _____ day of _____, and shall remain in effect for a period of ten (10) years therefrom.

4. On the anniversary date of this contract one (1) year shall be added automatically to the initial term hereof unless notice of non-renewal is given as provided in the State of California Government Code, Section 51245.

5. The written contract shall be recorded and run with the land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto, and shall be binding in the same manner in the event the property, or any part thereof subsequent to this contract becomes annexed to a city. As to any portion of land under this contract coming under the jurisdiction of a city, said city may assume and exercise the duties, rights and responsibilities of the County, in the same manner as though a separate contract with the same terms and conditions herein was in effect thereon. The County will retain all the same rights, duties and responsibilities as herein provided on the land remaining within the County's jurisdiction.

6. Any conveyance, contract or authorization by the Owner or his successors in interest which would permit use of the land described herein contrary to the terms of this contract, or the rules governing the preserve within which the land described herein is located, may be declared void by the County Board of Supervisors; 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 breach thereof.

7. In the event that an action in eminent domain for the condemnation of the fee title of any land described herein is hereafter filed by any public agency, or when such interest is acquired in lieu of eminent domain for a public improvement by a public agency or person, the within contract is null and void upon the date of filing of such action or upon the date of the acquiring of such interest in lieu of eminent domain, and shall not thereafter be binding on the parties hereto. If only a part of the land under contract is affected by eminent domain or acquisition in lieu of eminent domain, the remaining land under the contract shall remain subject to the terms of the contract.

8. This contract may be cancelled only pursuant to a request by the landowner and pursuant to provisions of the Land Conservation Act of 1965 as amended.

9. Cancellation of this contract and the cancellation fee therefore shall be governed by Division 1, Title 5, Chapter 7, Article 5 of the State of California Government Code.

10. If this contract is cancelled, the County shall record with the County Recorder a notice of cancellation. It shall thereafter be conclusively presumed in favor of any bona fide purchaser or encumbrancer that there has been compliance with all provisions of this contract to cancel such contract.

11. That in the event the land covered under this contract is zoned other than Exclusive Agricultural, Limited Agricultural, Watershed and Conservation or Marsh Preservation zoning as provided in the Solano County Code, Chapter 28 (Zoning Regulations) the owner agrees to and will initiate rezoning of such land to a

district deemed compatible by the County immediately following the execution of this contract. That the parties further agree that if the owner fails to initiate said rezoning and pay the filing fee within thirty (30) days following the date of execution of this contract, the same shall become null and void.

12. This contract may be amended by mutual agreement of the parties hereto to conform to any changes affected by future amendments of the Land Conservation Act of 1965 as amended.

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

COUNTY OF SOLANO

By: _____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

OWNER(S):

_____

_____

_____

_____

NOTE: All signatures must be acknowledged for recording purposes.

State of California
County of Solano

On _____, before me, _____ personally appeared
(date) **(Notary Public)**

_____ _____

_____ _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public for State of California