

**DOCKETED**

<b>Docket Number:</b>	24-OPT-04
<b>Project Title:</b>	Potentia-Viridi Battery Energy Storage System
<b>TN #:</b>	258065
<b>Document Title:</b>	Williamson Act Land Use Contract
<b>Description:</b>	This document is the WALUC that covers the project site
<b>Filer:</b>	Jennifer Dorgan
<b>Organization:</b>	Allen Matkins Leck Gamble Mallory & Nats
<b>Submitter Role:</b>	Applicant Representative
<b>Submission Date:</b>	7/26/2024 11:34:39 AM
<b>Docketed Date:</b>	7/26/2024

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# **Appendix 3.6A**

## Williamson Act Land Use Contract



# 1972

# OR

## 3070

## 419

CLERK'S FILE COPY

RE: 3070 IM: 419

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Board of Supervisors  
1221 Oak Street  
Oakland, California 94612

RECORDED at REQUEST OF:  
County of Alameda

At \_\_\_\_\_ Min. Past **4:00 P.M.**

FEB 28 1972

72-25675

OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIA  
**JACK G. BLUE**  
D.H. COUNTY RECORDER

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of February,  
1972, by and between E. J. MULQUEENEY, GLADYS MULQUEENEY, EVELYN GRIFFITH,  
DOLORES CORNWELL, formerly Dolores Castro, LOIS WALKER,  
GERALDINE DECK and FRANCES MULQUEENEY  
doing business as \_\_\_\_\_

hereinafter referred to as "Owner" and the COUNTY OF ALAMEDA, a political subdivision  
of the State of California, hereinafter referred to as "County":

W I T N E S S E T H:

WHEREAS, Owner possesses certain real property located within County and  
described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, said property is devoted to agricultural and compatible uses; and

WHEREAS, said property is located in an agricultural preserve heretofore  
established by County; and

WHEREAS, both Owner and County desire to limit the use of said property to  
agricultural and compatible uses in order to preserve a maximum amount of agricultural  
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 urban uses, recognizing that  
such land has public value as open space and constitutes an important physical,  
social, esthetic, and economic asset to the County; and

WHEREAS, the placement of said property in an agricultural preserve and the  
execution and approval of this contract is a determination that the highest and best  
use of said property during the term of this contract or any renewal thereof is for  
agricultural and compatible uses; and

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# OR

## 3070

## 420

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RE:3070 IM:420

WHEREAS, the Owner and the County desire to enter into and intend that this contract shall constitute an enforceable restriction to open-space land as defined and used in the California Revenue and Taxation Code;

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 hereby agree as follows:

1. CONTRACT SUBJECT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965.

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 Government Code of California commencing with Section 51200) and is subject to all of the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, or any renewal thereof, the said property shall not be used for any purpose, other than agricultural uses for producing agricultural commodities for commercial purposes and compatible uses, which uses are set forth in Exhibit B attached hereto and incorporated herein by reference.

3. DESIGNATION OF ADDITIONAL COMPATIBLE USES.

The Board of Supervisors of County may, from time to time, during the term of this contract or any renewal thereof, by resolution add to those uses set forth in Exhibit B other uses which are compatible with the agricultural uses within the preserve where said property is located; provided, however, said Board of Supervisors shall not eliminate, without the written consent of Owner, a compatible use during the term of this contract or any renewal thereof. The provisions of this contract and any resolution supplementing the uses permitted in Exhibit B are not intended to limit or supersede the planning and zoning powers of the County.

4. TERM OF CONTRACT.

This contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten years therefrom; provided, however, each first day of January shall be the "annual renewal date" of the contract. This contract shall automatically be renewed on the first day of January next succeeding the date of the commencement hereof and on the first day of January of each year thereafter for an additional one-year period unless notice of nonrenewal is given as provided in paragraph

# 1972

# OR

3070

421

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5. This contract shall be subject to an unlimited number of one-year extensions and each such one-year extension shall be added to the term thereof so as to commence immediately following the termination date or the termination date of the most recently added one-year extension, whichever is later in time.

5. NOTICE OF NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 4 above.

(b) If either party serves written notice of nonrenewal 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. NO COMPENSATION.

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 will 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.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. 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 property described in Exhibit A annexed to the city. The property described in Exhibit A ~~is~~ is not within one mile of an incorporated city in

# 1972

# OR

## 3070

## 422

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the County of Alameda on the date of execution of this contract.

8. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title or any lesser estate in any land described in Exhibit A is filed or when such land or any lesser estate therein 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 becomes null and void as to the land or any lesser estate therein actually being condemned or so acquired as of the date the action is filed or so acquired.

9. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit A is divided. Property described in Exhibit A shall not be divided into parcels of less than 20 acres in area except as a result of court decree or the intestate or testamentary disposition of land. Owner agrees to submit a proposed division to County for its approval, and County shall, as a condition of its approval of the division, require the execution by Owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

10. CANCELLATION.

This contract may be cancelled only pursuant to the request of Owner by petition to the Board of Supervisors of Alameda County to cancel the contract as to all or any part of the property subject hereto. The Board of Supervisors may approve cancellation of this contract only if it finds that cancellation (1) is not inconsistent with the purposes of the California Land Conservation Act of 1965 and (2) is in the public interest.

Owner understands that the existence of an opportunity for another use of said property shall not be sufficient reason for cancellation of this contract and that a potential alternative use of said property may be considered only if there is no proximate nonrestricted land suitable for the use to which it is proposed that said property be put. Owner further understands that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract,

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4 2 3

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but may be considered only if there is no other reasonable or compatible agricultural use to which said property may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Alameda may adopt a resolution consenting to such request. Prior to the adoption of such a resolution the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under agreement within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Alameda may protest such cancellation.

(b) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors of Alameda County shall record a certificate setting forth the name of Owner of said property at the time of cancellation, the amount of the cancellation fee, as hereinafter provided in paragraph 11, and a legal description of said property. From the date of recording such certificate, this contract shall be finally cancelled and, to the extent the cancellation fee is not paid, a lien shall be created and attach against said property and other property owned by Owner in the County of Alameda. Such lien shall have the force, effect and priority of a judgment lien. Nothing shall preclude the Board of Supervisors of Alameda County from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

11. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to the giving of tentative approval to the cancellation of the contract by the Board of Supervisors of Alameda County, the County Assessor shall re-assess said property as though it were free of the restriction provided for herein. The amount of the cancellation fee to be paid by Owner upon cancellation shall be an amount equal to 50% of the new equalized assessed valuation of said property; provided, however, if after the date that this contract was initially entered into, the publicly announced County ratio of assessed to full cash value is changed, said percentage payment shall be changed so no greater percentage of full cash value will be paid by Owner than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this contract is executed is



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## 3070

## 424

RE: 3070 IM: 424

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25% of full cash value.

(b) If the Board of Supervisors of Alameda County recommends and finds that it is in the public interest to do so, the County may waive any such payment or any portion thereof, or make any such payments or portion thereof contingent upon the future use to which said property is put and its economic return to the Owner for a period of time not to exceed the unexpired term of the contract had it not been cancelled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use to which said property may be put and said property is not immediately suitable, nor will be immediately used for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined that it is in the best interests of the public or the conservation of agricultural land that such payment be either deferred or not required.

12. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of the County, and County's address shall be 1221 Oak Street, Oakland, California 94612, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

COUNTY OF ALAMEDA

ATTEST: JACK K. POOL,  
Clerk of the Board of Supervisors

*Kalbert E. Hunter*  
Chairman, Board of Supervisors

APPROVED AS TO FORM  
RICHARD F. MOORE, County Counsel

*E. J. Mulgrew*  
Owner

By *Joseph P. DeGowan*  
Deputy

*A Lady's Mulgrew*

*Evelyn Griffith*

*Robert Cornwell*

*Lois Walker*

*Goldwin Beck*

*Frances Mulgrew*

1972

OR

3070

425

STATE OF CALIFORNIA.

County of Contra Costa

RE: 3070 IM: 425

On this 12th day of February in the year one thousand nine hundred and seventy-two

72-25675

before me, ESTHER B. JOHANNES  
a Notary Public in and for the County of Contra Costa, State of California, residing therein,

duly commissioned and sworn, personally appeared E. J. Mulqueoney, Gladys Mulqueoney, Evelyn Griffith, Dolores Cornwell, Lois Walker and Geraldine Deck

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal

in the County of Contra Costa the day and year in this certificate first above written.

*Esther B. Johannes*

Notary Public in and for the County of Contra Costa State of California.  
My Commission Expires 11/11/74



(Acknowledgment-General)  
BARON PRESS FORM NO. 7

STATE OF WASHINGTON,

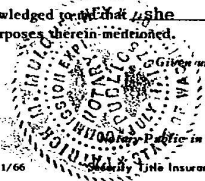
County of Yakima

72-25675



On this day personally appeared before me Frances Mulqueoney

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.



Given under my hand and official seal this 9th day of February, 1972

*Patricia M. Mulqueoney*  
PATRICIA M. MULQUEONEY  
Notary Public in and for the State of Washington, residing at Yakima

# 1972

# OR

## 3070

## 426

RE:3070 IM:426

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EXHIBIT A

All that real property located in the County of Alameda, State of California, known as Assessor's Parcels Nos:

- 99B-7925-2-2 consisting of 0.56 acres more or less
- 99B-7900-1-2 consisting of 158 acres more or less
- 99B-7890-2-4 consisting of 235.97 acres more or less
- 99B-7890-2-6 consisting of approximately 45.80 acres, more or less
- 99B-7925-2-1 consisting of 20.4 acres, more or less
- 99B-7925-2-4 consisting of approximately 427.69 acres, more or less
- 99B-7910-1-2 consisting of approximately 33.114 acres, more or less
- 99-B-7950-2 consisting of approximately 160.0 acres, more or less
- 99-B-7975-1 consisting of approximately 356.0 acres, more or less
- 99-B-8100-1-1 consisting of approximately 3.35 acres, more or less
- 99B-7985-1-1 consisting of approximately 451.02 acres, more or less
- 99B-7980-1 consisting of approximately 664.0 acres, more or less
- 99B-8050-1 consisting of approximately 667.58 acres, more or less
- 99A-1800-2 consisting of approximately 320.0 acres, more or less
- 99B-7985-1-2 consisting of approximately 185.4 acres, more or less
- 99B-7925-2-5 consisting of approximately 13.0 acres, more or less
- 99B-7910-1-1 consisting of approximately 592.84 acres, more or less
- 99B-7890-2-5 consisting of approximately 35.98 acres, more or less
- 99B-7900-1-1 consisting of approximately 456.44 acres, more or less
- 99B-7925-2-3 consisting of approximately 4.91 acres, more or less
- 99A-2180-4-3 consisting of approximately 156.24 acres, more or less
- 99A-2180-4-2 consisting of approximately 1.75 acres, more or less

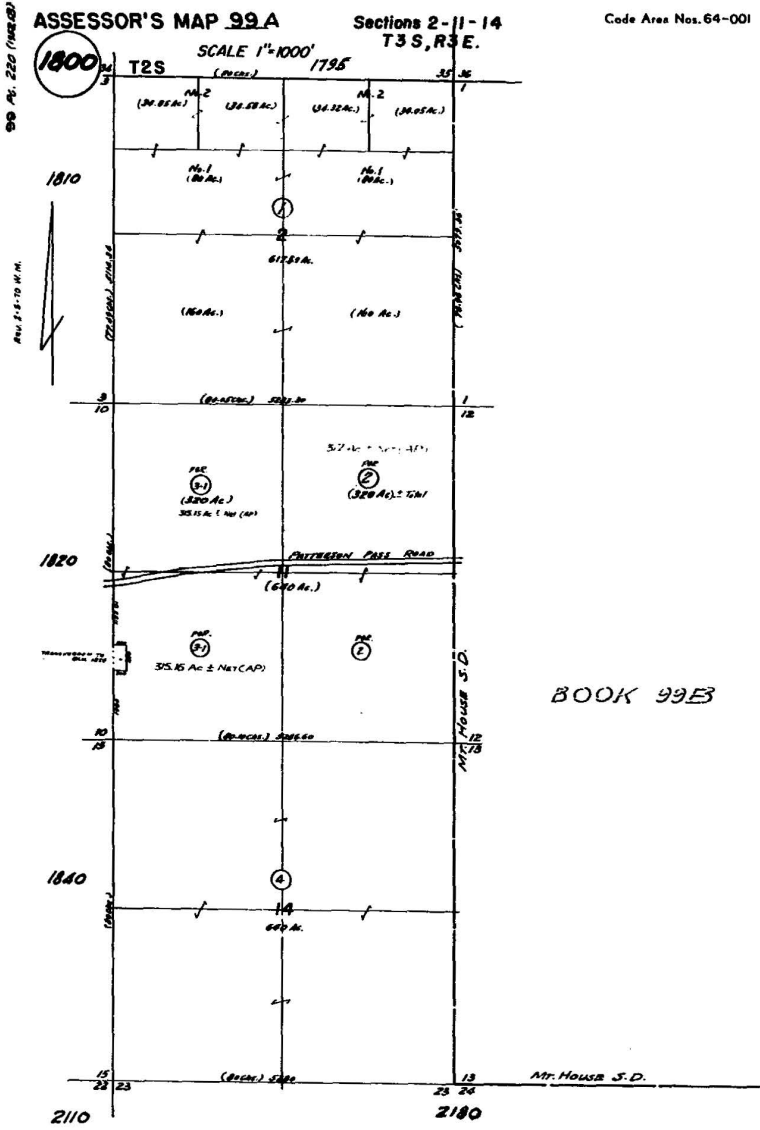
# 1972 OR

3070

427

RE: 3070 IM: 427

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1972

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428

RE:3070 IM:428

72-25675

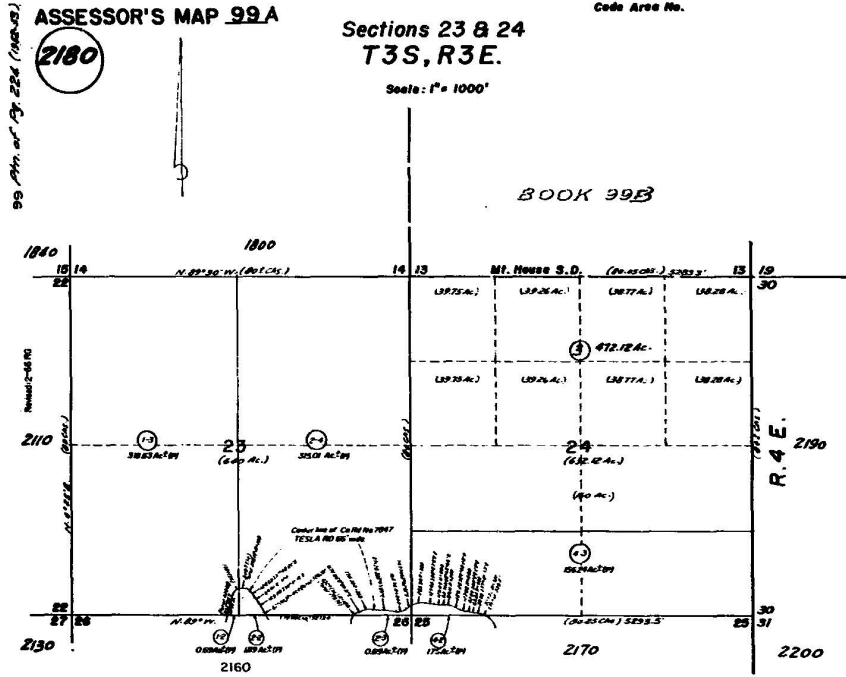
Code Area No.

ASSESSOR'S MAP 99A

Sections 23 & 24  
T3S, R3E.

Scale: 1" = 1000'

BOOK 99B



# 1972 OR

3070

429

RE: 3070 IM. 429

72-25675

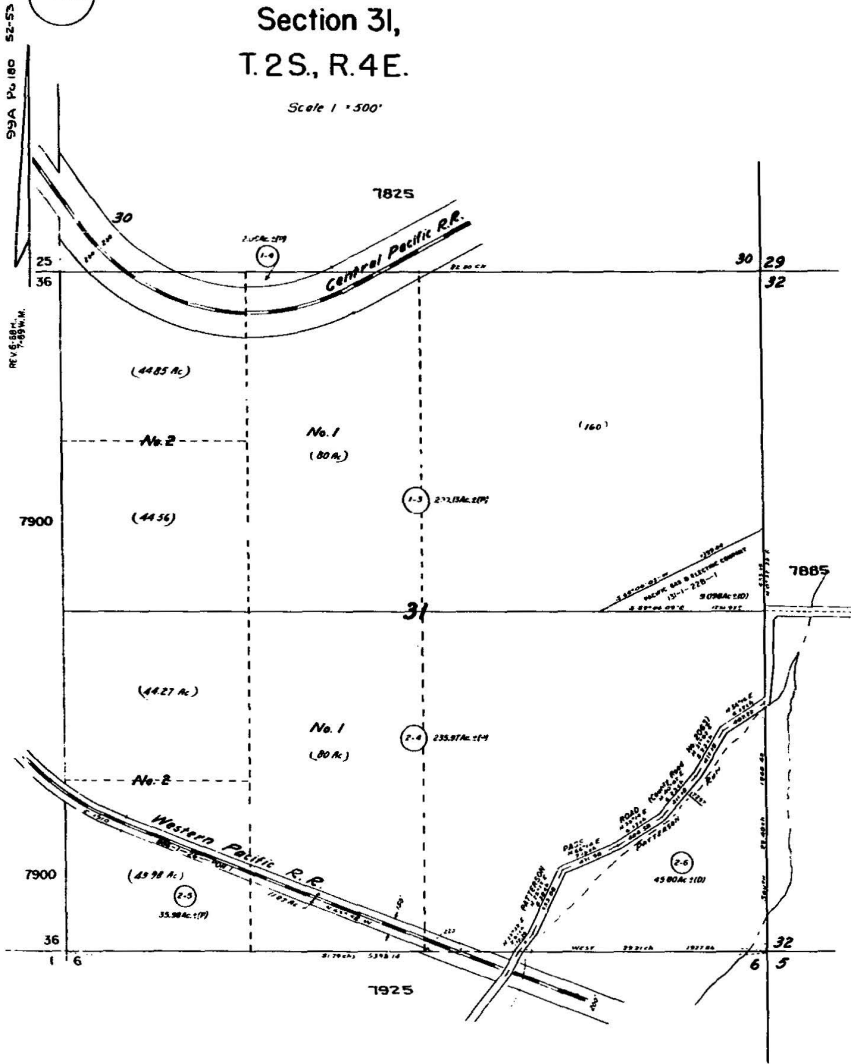
Code Area Nos.

ASSESSOR'S MAP 99B

7890

Map of  
Section 31,  
T.2S., R.4E.

Scale 1" = 500'



# 1972 OR

3070

430

RE: 3070 IM: 430

72-25675

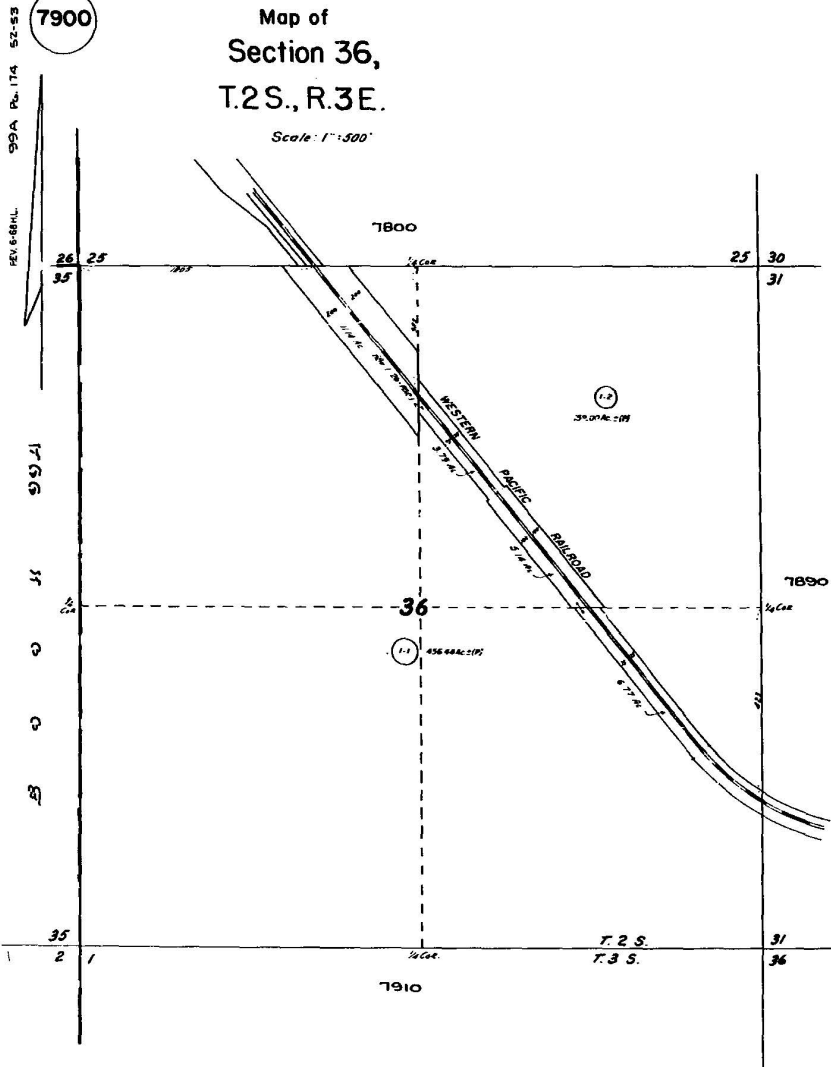
ASSESSOR'S MAP 998

Code Area Nos.

7900

Map of  
Section 36,  
T.2S., R.3E.

Scale: 1" = 500'



# 1972

# OR

## 3070

## 431

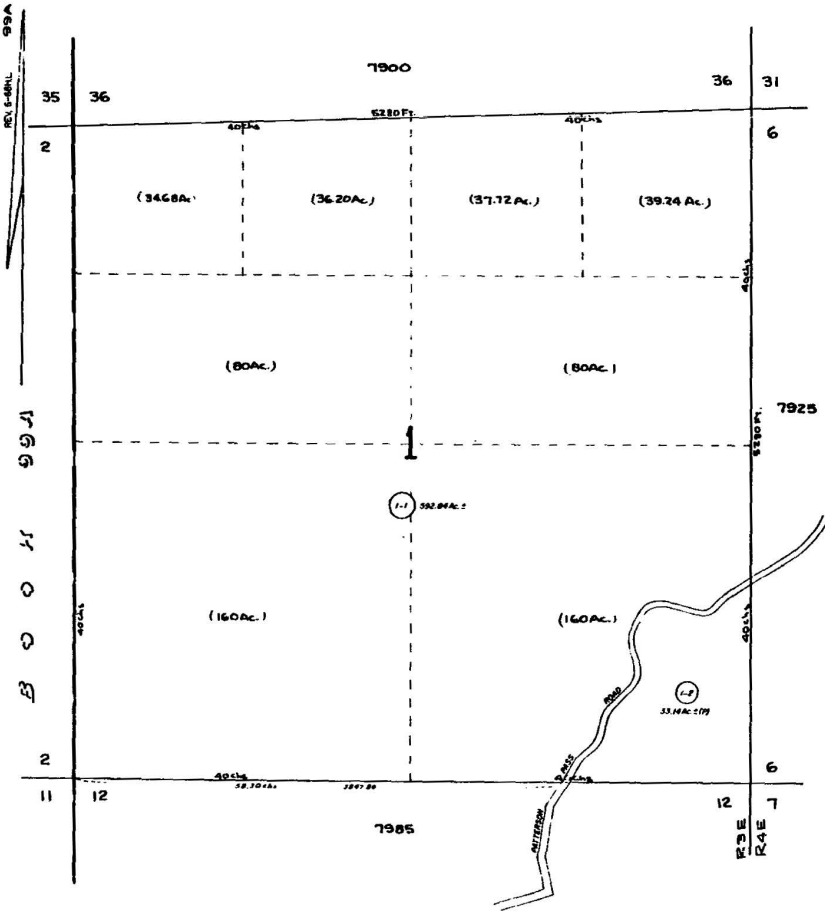
RE: 3070 IM: 431  
72-25675

ASSESSOR'S MAP 99B

Code Area Not.

7910

Section 1,  
T.3.S. R.3.E.  
Scale: 1" = 500'



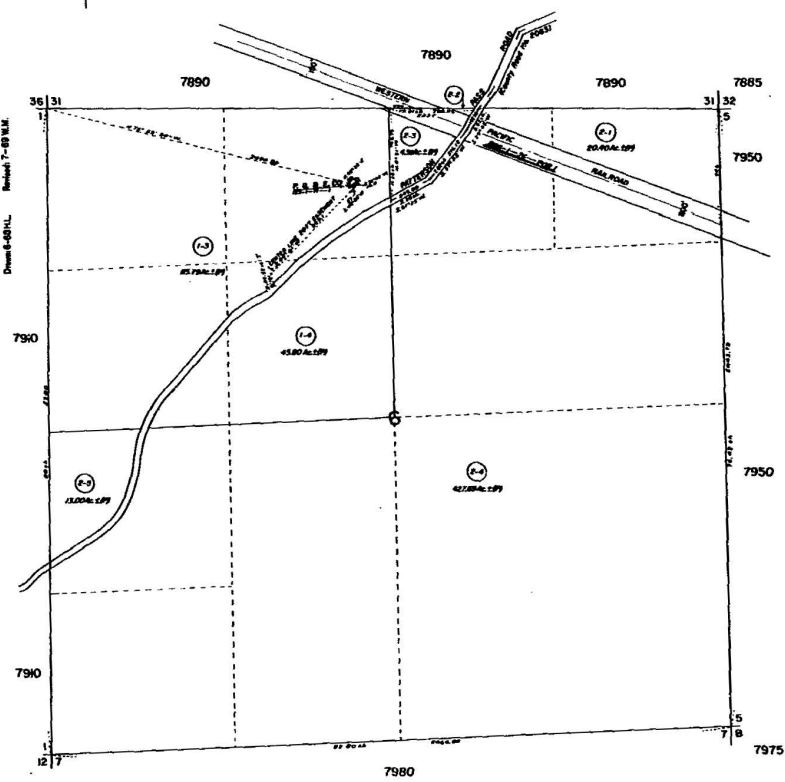


# 1972 OR

3070 432

RE: 3070 IM. 432  
72-25675

ASSESSOR'S MAP 99B  
Scale 1" = 500' T.3S., R.4E. (Section 6)  
Cadastral No. COUNTER BLOCK BOOK



A.C.M. 50

# 1972 OR

3070

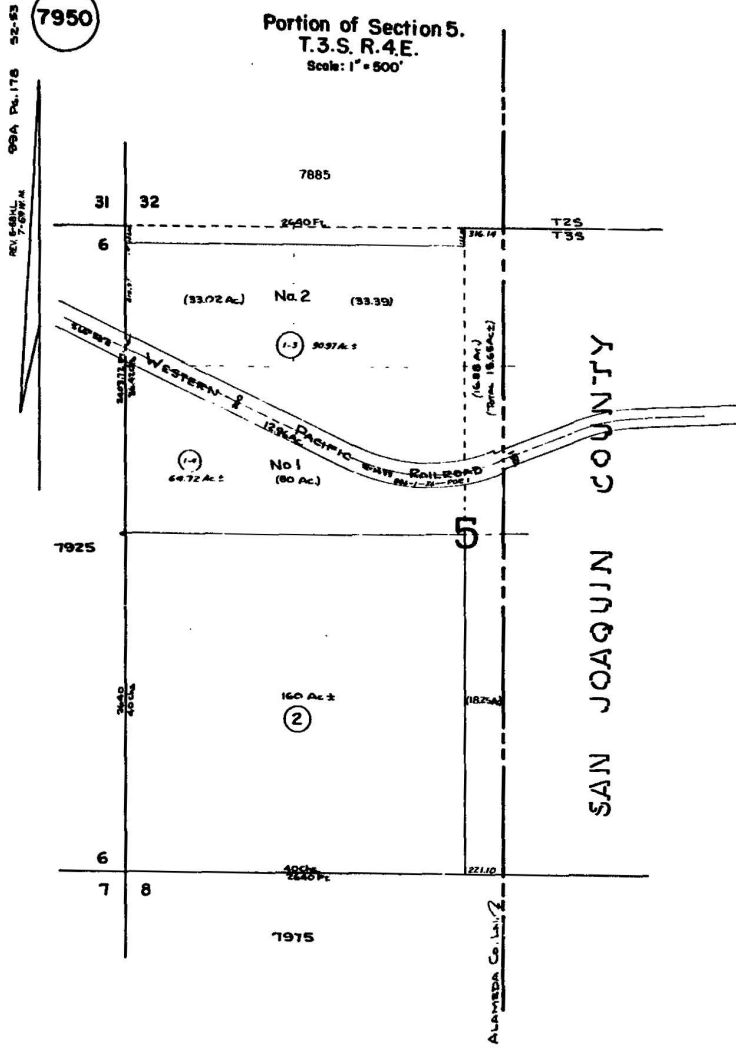
433

RE: 3070 IM. 433  
72-25675

## ASSESSOR'S MAP 99B

7950

Portion of Section 5.  
T.3.S. R.4.E.  
Scale: 1" = 500'



# 1972

# OR

## 3070

## 434

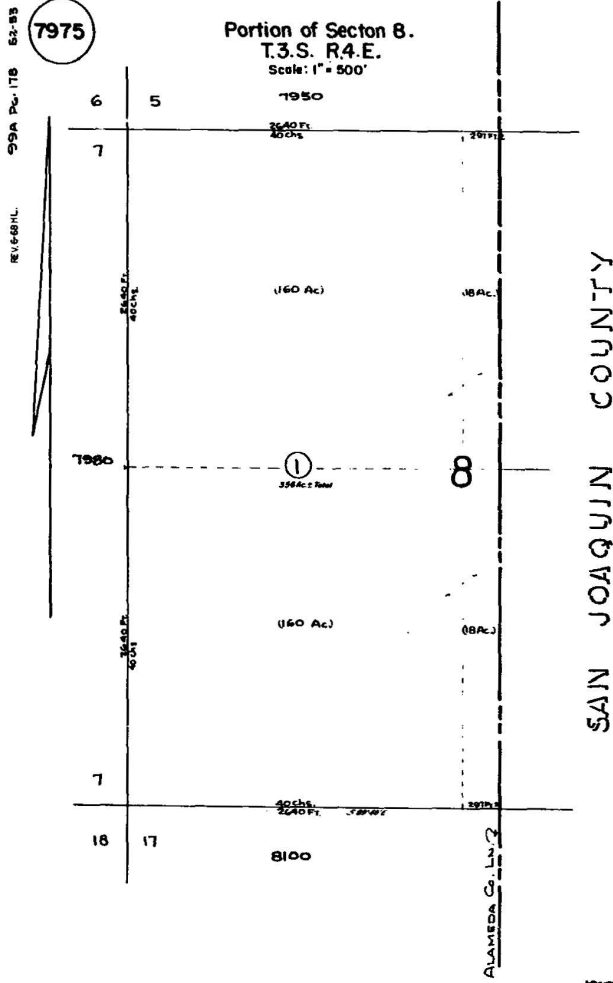
72-25675

RE:3070 IM.434

ASSESSOR'S MAP 99B

7975

Portion of Section 8.  
T.3.S. R.4.E.  
Scale: 1" = 500'



SAN JOAQUIN COUNTY

# 1972 OR

3070

435

RE: 3070 IM. 435  
72-25675

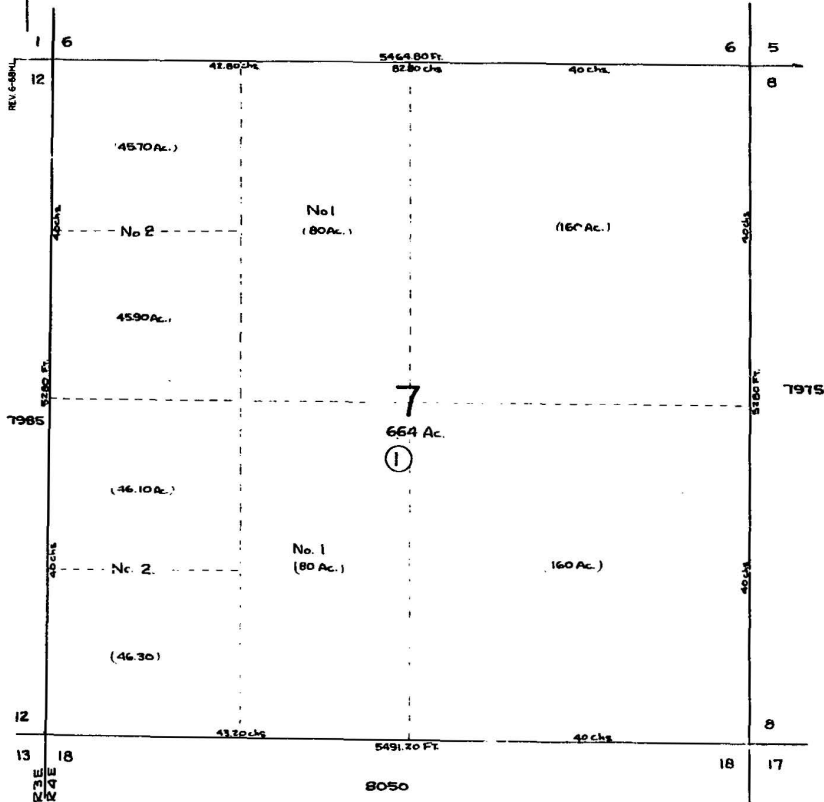
ASSESSOR'S MAP 99B

Code Area Nos.

7980

Section 7.  
T.3.S. R.4.E.  
Scale: 1" = 500'

7925



ALAMEDA COUNTY AGRICULTURAL PRESERVE 19 72-30



# 1972 OR

3070

437

RE: 3070 IM: 437

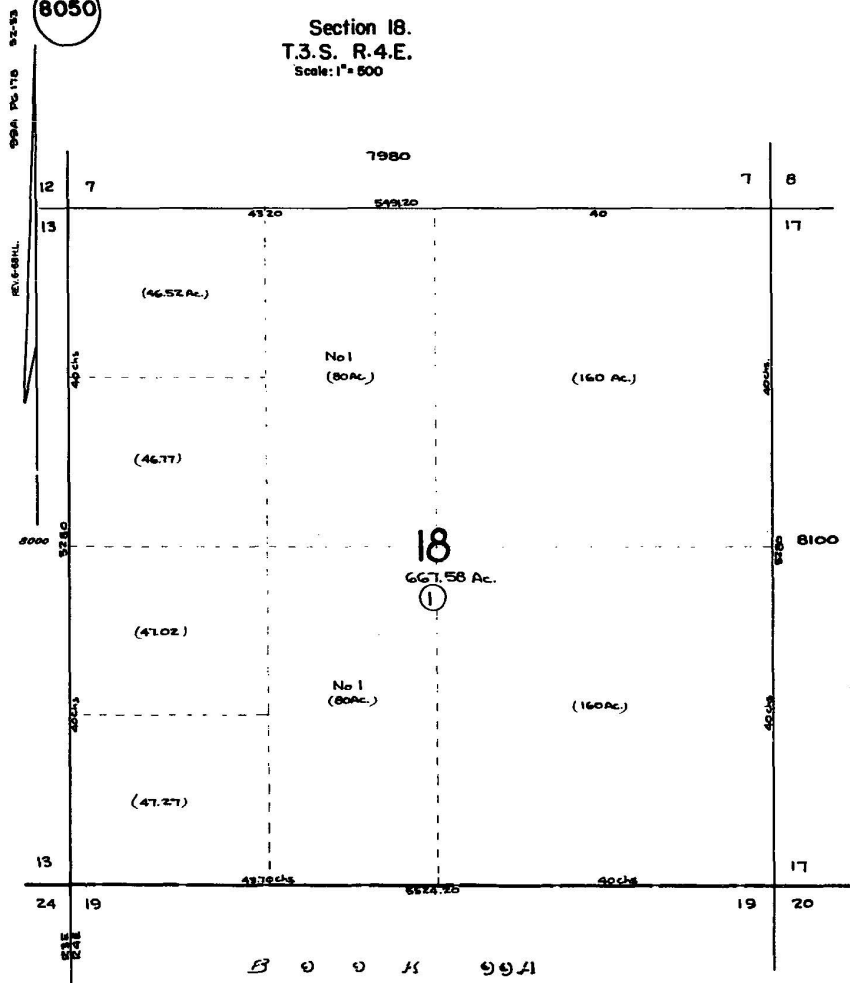
72-25675

ASSESSOR'S MAP 99B

Code Area Nos.

8050

Section 18.  
T.3.S. R.4.E.  
Scale: 1" = 500



# 1972 OR

3070

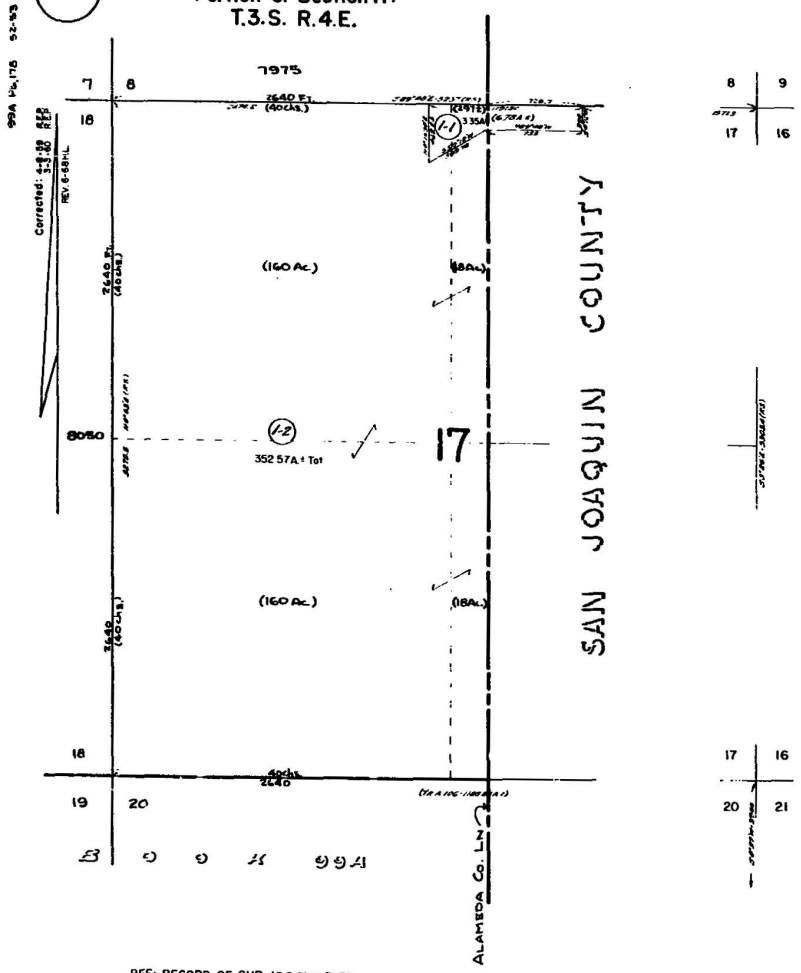
438

RE: 3070 IM: 438  
72-25675

### ASSESSOR'S MAP 99B

Code Area Nos.

8100 Scale: 1"=500' Portion of Section 17.  
T.3.S. R.4.E.



# 1972

# OR

## 3070

## 439

RE: 3070 IM 439  
72-25675

### EXHIBIT B

Uses permitted in preserves will be restricted under contracts to the following uses:

1. One one-family dwelling unit per separate ownership;
2. Crop, vine or tree farm, truck garden, plant nursery, greenhouse, apiary, aviary, hatchery, horticulture;
3. Raising or keeping of poultry, fish, fowl, rabbits, sheep or goats, or similar animals;
4. Grazing, breeding or training of horses or cattle;
5. Winery;
6. Killing and dressing of livestock;
7. Packing house for fruit or vegetables, but not including a cannery or a plant for food processing or freezing;
8. Living quarters for farm laborers;
9. Flight strip;
10. Hog ranch;
11. Drilling for and removal of oil, gas or other hydrocarbon substances, and mining and quarrying;
12. Farm or ranch buildings, including stables, barns, pens, corrals or coops;
13. Building or room for packing or handling products raised on the premises;
14. Killing and dressing of poultry, fish, rabbits and other small livestock raised on the premises, but not including an abattoir for sheep, cattle, or hogs;
15. Stand for the sale at retail of items produced or raised on the premises having a ground coverage not in excess of four hundred (400) square feet;
16. Accessory Business Signs not exceeding an aggregate area of twenty (20) square feet; having no moving parts or illumination;
17. Dwelling for persons employed in the agricultural use of subject property; and the families of those persons;
18. The maintenance of land in its natural state for the purpose of preserving open space for recreation or plant or animal preserves;
19. Fish hatcheries and rearing ponds;
20. Public or private rifle and pistol practice range, trap and skeet field, archery range or other similar use;
21. Public or private riding or hiking trails;
22. Riding academy, stables and the boarding of horses or other livestock;
23. The erection, construction, alteration or maintenance of gas, electricity, water, communication, radio, television, or microwave antennas, transmitters and related facilities as accessory to other permitted uses;
24. Public or private hunting of wildlife or fishing;
25. Public or private hunting clubs and accessory structures.



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Board of Supervisors  
1221 Oak Street  
Oakland, California 94612

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of February,  
E. J. MULQUEENEY, GLADYS MULQUEENEY, EVELYN GRIFFITH,  
1972, by and between DOLORES CORNWELL, formerly Dolores Castro, LOIS WALKER,  
GERALDINE DECK and FRANCES MULQUEENEY  
doing business as \_\_\_\_\_,

hereinafter referred to as "Owner" and the COUNTY OF ALAMEDA, a political subdivision  
of the State of California, hereinafter referred to as "County":

W I T N E S S E T H:

WHEREAS, Owner possesses certain real property located within County and  
described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, said property is devoted to agricultural and compatible uses; and

WHEREAS, said property is located in an agricultural preserve heretofore  
established by County; and

WHEREAS, both Owner and County desire to limit the use of said property to  
agricultural and compatible uses in order to preserve a maximum amount of agricultural  
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 urban uses, recognizing that  
such land has public value as open space and constitutes an important physical,  
social, esthetic, and economic asset to the County; and

WHEREAS, the placement of said property in an agricultural preserve and the  
execution and approval of this contract is a determination that the highest and best  
use of said property during the term of this contract or any renewal thereof is for  
agricultural and compatible uses; and

WHEREAS, the Owner and the County desire to enter into and intend that this contract shall constitute an enforceable restriction to open-space land as defined and used in the California Revenue and Taxation Code;

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 hereby agree as follows:

1. CONTRACT SUBJECT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965.

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 Government Code of California commencing with Section 51200) and is subject to all of the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

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3. DESIGNATION OF ADDITIONAL COMPATIBLE USES.

The Board of Supervisors of County may, from time to time, during the term of this contract or any renewal thereof, by resolution add to those uses set forth in Exhibit B other uses which are compatible with the agricultural uses within the preserve where said property is located; provided, however, said Board of Supervisors shall not eliminate, without the written consent of Owner, a compatible use during the term of this contract or any renewal thereof. The provisions of this contract and any resolution supplementing the uses permitted in Exhibit B are not intended to limit or supersede the planning and zoning powers of the County.

4. TERM OF CONTRACT.

This contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten years therefrom; provided, however, each first day of January shall be the "annual renewal date" of the contract. This contract shall automatically be renewed on the first day of January next succeeding the date of the commencement hereof and on the first day of January of each year thereafter for an additional one-year period unless notice of nonrenewal is given as provided in paragraph

5. This contract shall be subject to an unlimited number of one-year extensions and each such one-year extension shall be added to the term thereof so as to commence immediately following the termination date or the termination date of the most recently added one-year extension, whichever is later in time.

5. NOTICE OF NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 4 above.

(b) If either party serves written notice of nonrenewal 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. NO COMPENSATION.

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 will 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.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. 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 property described in Exhibit A annexed to the city. The property described in Exhibit A ~~is~~ is not within one mile of an incorporated city in

the County of Alameda on the date of execution of this contract.

8. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title or any lesser estate in any land described in Exhibit A is filed or when such land or any lesser estate therein 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 becomes null and void as to the land or any lesser estate therein actually being condemned or so acquired as of the date the action is filed or so acquired.

9. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit A is divided. Property described in Exhibit A shall not be divided into parcels of less than 20 acres in area except as a result of court decree or the intestate or testamentary disposition of land. Owner agrees to submit a proposed division to County for its approval, and County shall, as a condition of its approval of the division, require the execution by Owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

10. CANCELLATION.

This contract may be cancelled only pursuant to the request of Owner by petition to the Board of Supervisors of Alameda County to cancel the contract as to all or any part of the property subject hereto. The Board of Supervisors may approve cancellation of this contract only if it finds that cancellation (1) is not inconsistent with the purposes of the California Land Conservation Act of 1965 and (2) is in the public interest.

Owner understands that the existence of an opportunity for another use of said property shall not be sufficient reason for cancellation of this contract and that a potential alternative use of said property may be considered only if there is no proximate nonrestricted land suitable for the use to which it is proposed that said property be put. Owner further understands that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract,

but may be considered only if there is no other reasonable or compatible agricultural use to which said property may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Alameda may adopt a resolution consenting to such request. Prior to the adoption of such a resolution the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under agreement within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Alameda may protest such cancellation.

(b) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors of Alameda County shall record a certificate setting forth the name of Owner of said property at the time of cancellation, the amount of the cancellation fee, as hereinafter provided in paragraph 11, and a legal description of said property. From the date of recording such certificate, this contract shall be finally cancelled and, to the extent the cancellation fee is not paid, a lien shall be created and attach against said property and other property owned by Owner in the County of Alameda. Such lien shall have the force, effect and priority of a judgment lien. Nothing shall preclude the Board of Supervisors of Alameda County from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

11. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to the giving of tentative approval to the cancellation of the contract by the Board of Supervisors of Alameda County, the County Assessor shall re-assess said property as though it were free of the restriction provided for herein. The amount of the cancellation fee to be paid by Owner upon cancellation shall be an amount equal to 50% of the new equalized assessed valuation of said property; provided, however, if after the date that this contract was initially entered into, the publicly announced County ratio of assessed to full cash value is changed, said percentage payment shall be changed so no greater percentage of full cash value will be paid by Owner than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this contract is executed is

25% of full cash value.

(b) If the Board of Supervisors of Alameda County recommends and finds that it is in the public interest to do so, the County may waive any such payment or any portion thereof, or make any such payments or portion thereof contingent upon the future use to which said property is put and its economic return to the Owner for a period of time not to exceed the unexpired term of the contract had it not been cancelled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use to which said property may be put and said property is not immediately suitable, nor will be immediately used for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined that it is in the best interests of the public or the conservation of agricultural land that such payment be either deferred or not required.

12. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of the County, and County's address shall be 1221 Oak Street, Oakland, California 94612, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

ATTEST: JACK K. POOL,  
Clerk of the Board of Supervisors

[Signature]

APPROVED AS TO FORM  
RICHARD J. MOORE, County Counsel

By [Signature]  
Deputy

COUNTY OF ALAMEDA

[Signature]  
Chairman, Board of Supervisors

[Signature]  
Owner

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

EXHIBIT A

All that real property located in the County of Alameda,  
State of California, known as Assessor's Parcels Nos:

- 99B-7925-2-2 consisting of 0.56 acres more or less ✓
- 99B-7900-1-2 consisting of 158 acres more or less ?
- 99B-7890-2-4 consisting of 235.97 acres more or less ✓
- 99B-7890-2-6 consisting of approximately 45.80 acres,  
more or less ✓
- 99B-7925-2-1 consisting of 20.4 acres, more or less ✓
- 99B-7925-2-4 consisting of approximately 427.69 acres,  
more or less ✓
- 99B-7910-1-2 consisting of approximately 33.114 acres,  
more or less ✓
- 99-B-7950-2 consisting of approximately 160.0 acres,  
more or less ✓
- 99-B-7975-1 consisting of approximately 356.0 acres,  
more or less ✓
- 99-B-8100-1-1 consisting of approximately 3.35 acres,  
more or less ✓
- 99B-7985-1-1 consisting of approximately 451.02 acres,  
more or less X ✓
- 99B-7980-1 consisting of approximately 664.0 acres,  
more or less ✓
- 99B-8050-1 consisting of approximately 667.58 acres,  
more or less ✓
- 99A-1800-2 consisting of approximately 320.0 acres,  
more or less X ✓
- 99B-7985-1-2 consisting of approximately 185.4 acres,  
more or less ✓
- 99B-7925-2-5 consisting of approximately 13.0 acres,  
more or less ✓
- 99B-7910-1-1 consisting of approximately 592.84 acres,  
more or less ✓
- 99B-7890-2-5 consisting of approximately 35.98 acres,  
more or less ✓
- 99B-7900-1-1 consisting of approximately 456.44 acres,  
more or less X ✓
- 99B-7925-2-3 consisting of approximately 4.91 acres,  
more or less ✓
- 99A-2180-4-3 consisting of approximately 156.24 acres,  
more or less ✓
- 99A-2180-4-2 consisting of approximately 1.75 acres,  
more or less ✓

continued

STATE OF CALIFORNIA, }  
Contra Costa } ss.  
County of Contra Costa  
On this 12th day of February in the year one thousand nine hundred and seventy-two

before me, ESTHER B. JOHANNES

a Notary Public in and for the \_\_\_\_\_ County of \_\_\_\_\_

Contra Costa, State of California, residing therein,

Mulqueeney, Evelyn Griffith, Dolores Connwell, Lois Walker and Geraldine Deck

duly commissioned and sworn, personally appeared E. J. Mulqueeney, Gladys

known to me to be the person s whose name s are subscribed to the within instru-

ment, and acknowledged to me that t he Y executed the same.

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

Esther B. Johannes

Notary Public in and for the \_\_\_\_\_ County of Contra Costa State of California.

My Commission Expires 11/11/74



(Acknowledgment-General)  
BARON PRESS FORM NO. 7

STATE OF WASHINGTON, }  
County of Yakima } ss.



On this day personally appeared before me Frances Mulqueeney

to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument and  
acknowledged to me that she signed the same as her free and voluntary act and deed for  
the purposes therein mentioned.

Given under my hand and official seal this 9th day of February, 1972

PATRICK M. MULQUEENEY

Notary Public in and for the State of Washington, residing at Yakima

TL-34 1/66

Security, Title Insurance Company of Washington - ACKNOWLEDGMENT - ORDINARY



99 Pg. 220 (PAGE 99)

# ASSESSOR'S MAP 99A

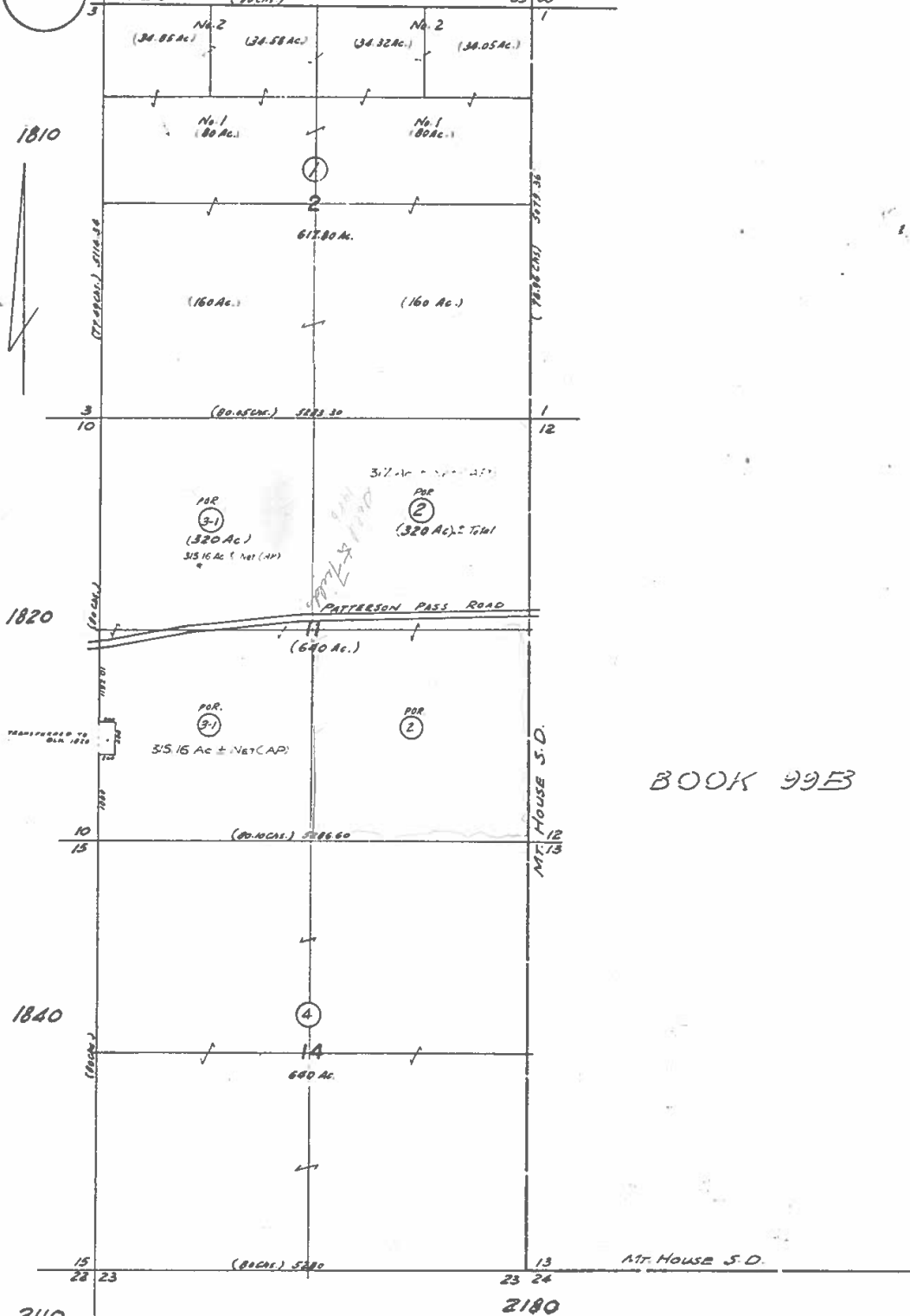
Sections 2-11-14  
T3S, R3E.

Code Area Nos. 64-001

1800

SCALE 1"=1000'

REV. 2-5-10 W.M.



99 Ptn. of Pg. 224 (1988-89)

ASSESSOR'S MAP 99A

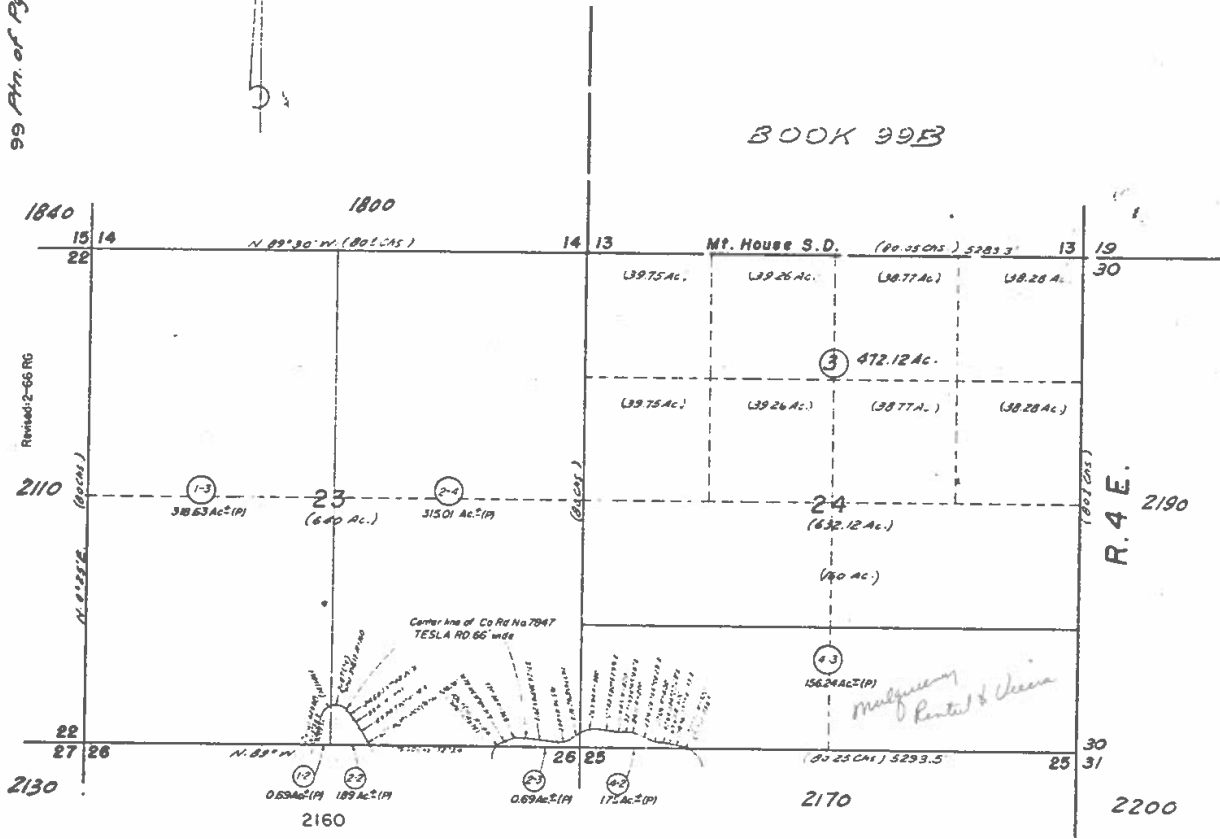
2180

Sections 23 & 24  
T3S, R3E.

Code Area No.

Scale: 1" = 1000'

BOOK 99B



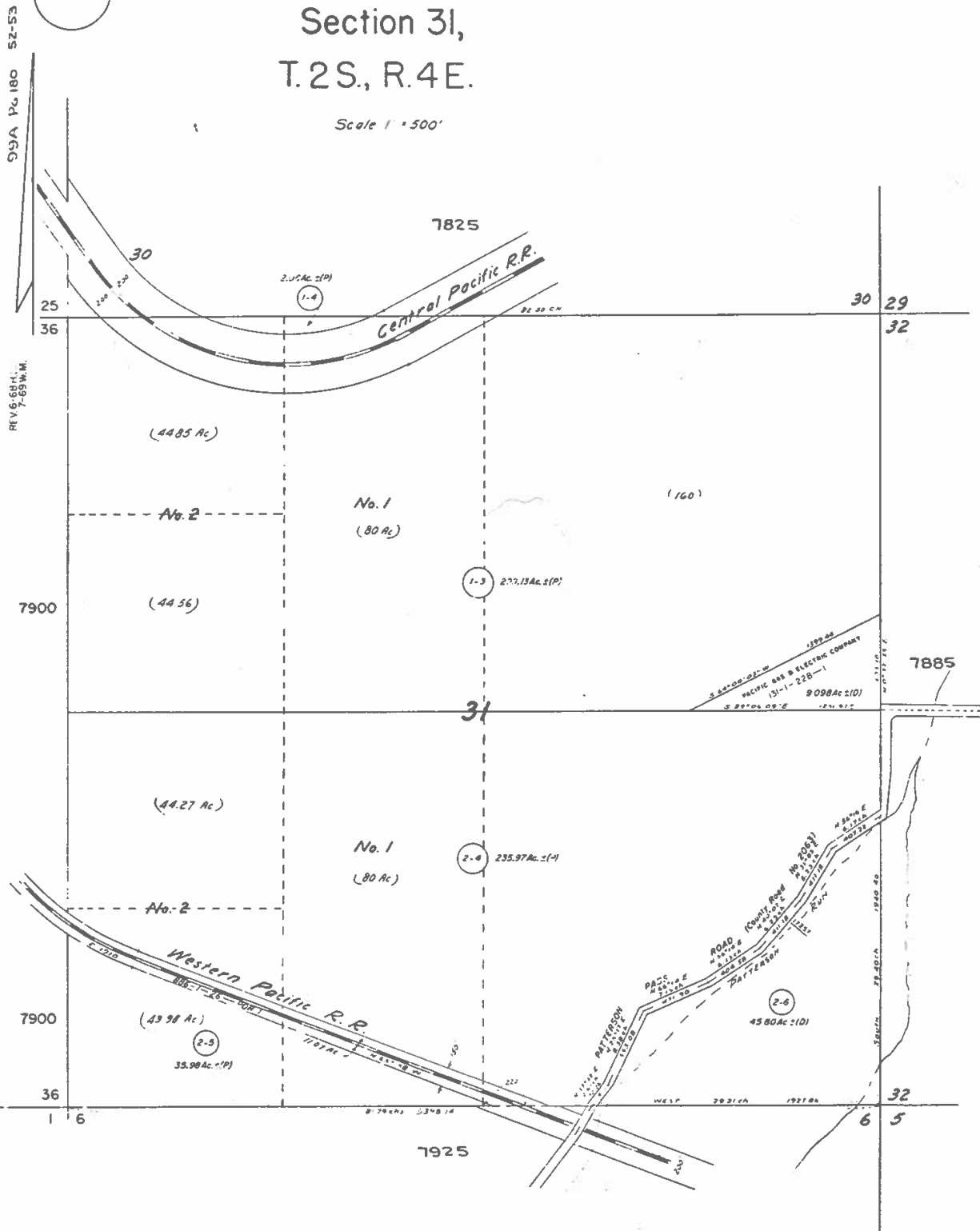
ASSESSOR'S MAP 99B

Code Area Nos.

7890

Map of  
Section 31,  
T.2S., R.4E.

Scale 1" = 500'



ASSESSOR'S MAP 99B

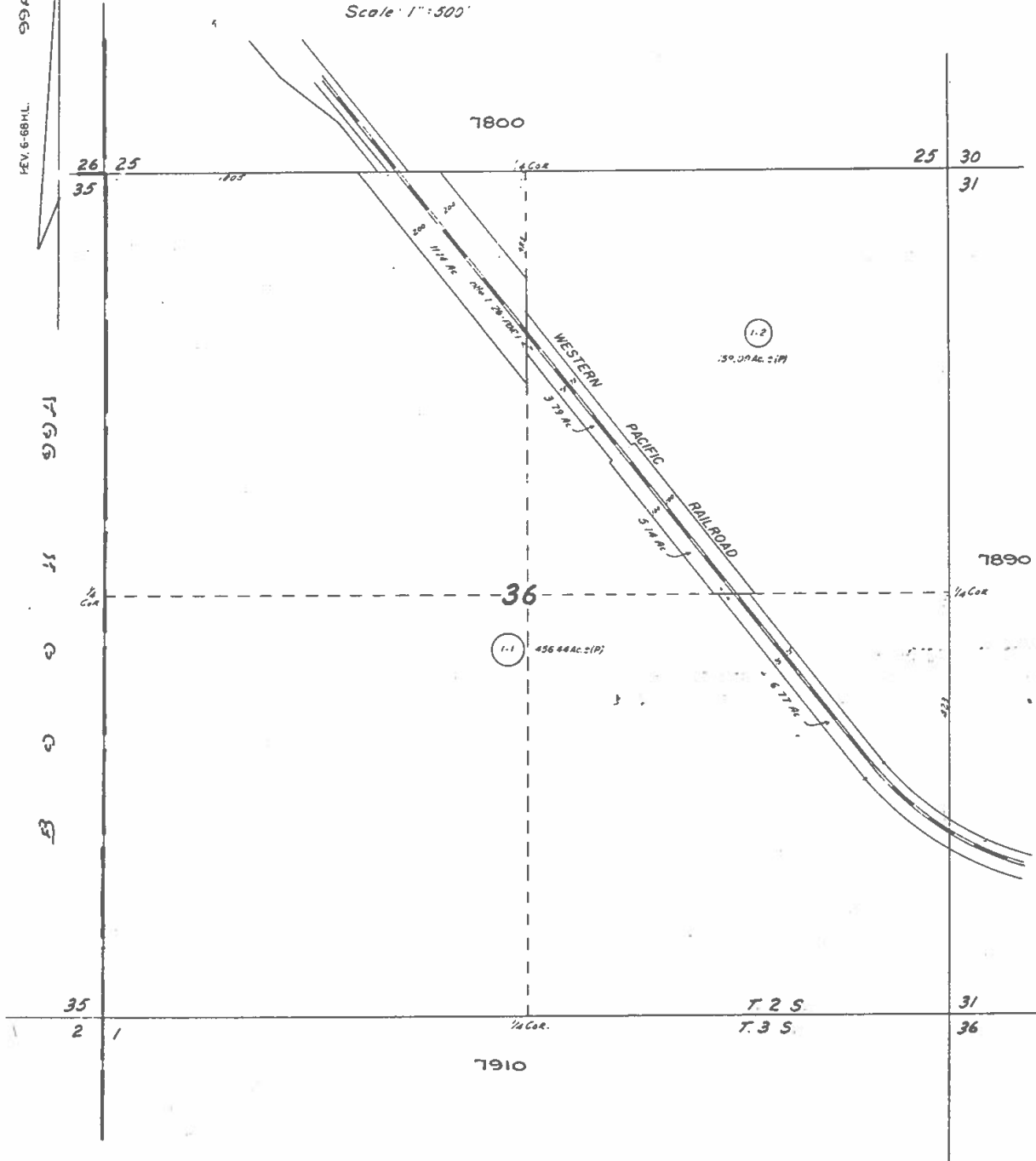
Code Area Nos.

7900

Map of  
Section 36,  
T.2S., R.3E.

Scale 1" = 500'

REV. 6-68HL  
99A P.C. 174 52-53



ASSESSOR'S MAP 99B

Code Area Nos.

7910

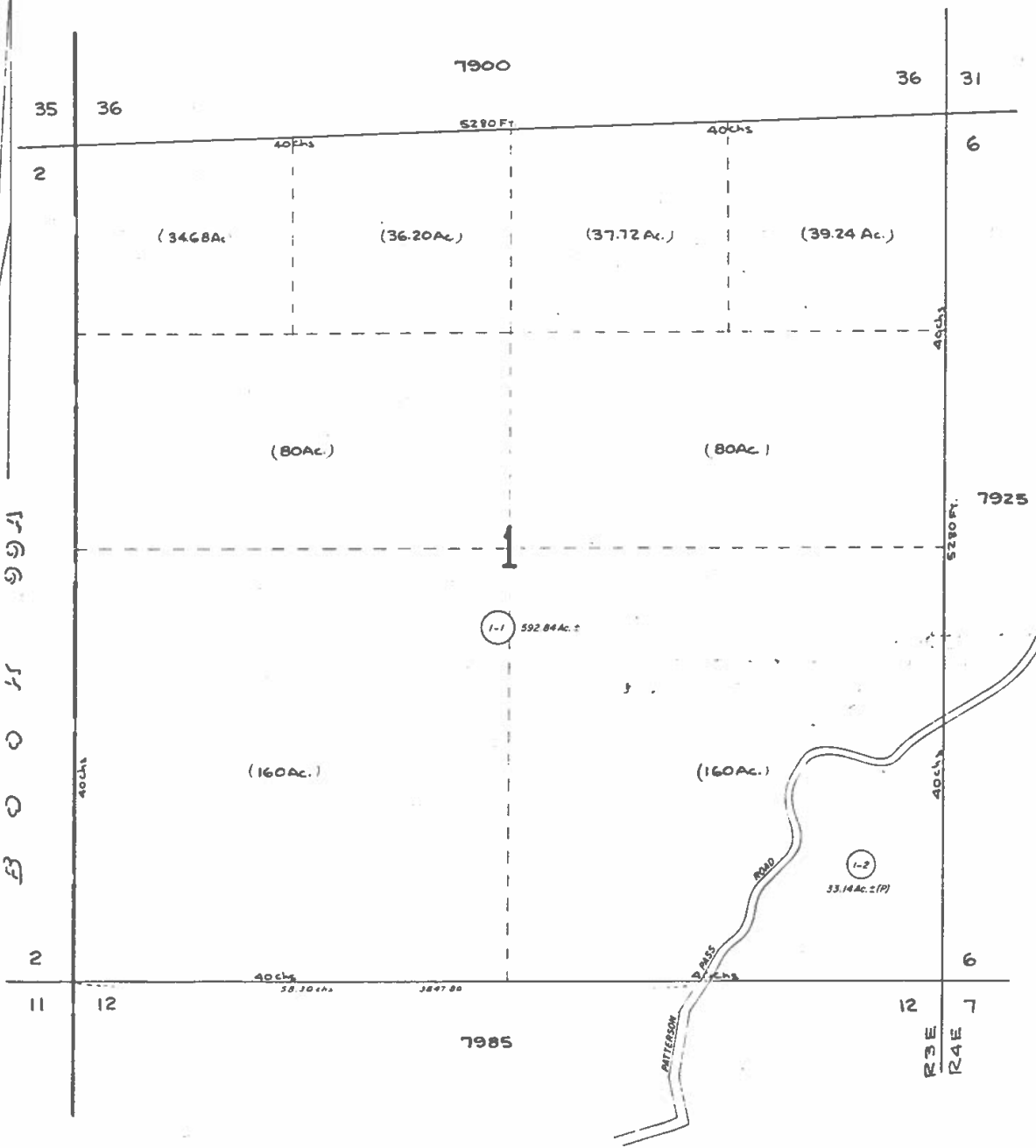
Section 1.  
T.3.S. R.3.E.  
Scale: 1" = 500'

52-53

99A Pg. 176

REV. 6-68HL

REV. 6-68HL  
99A Pg. 176



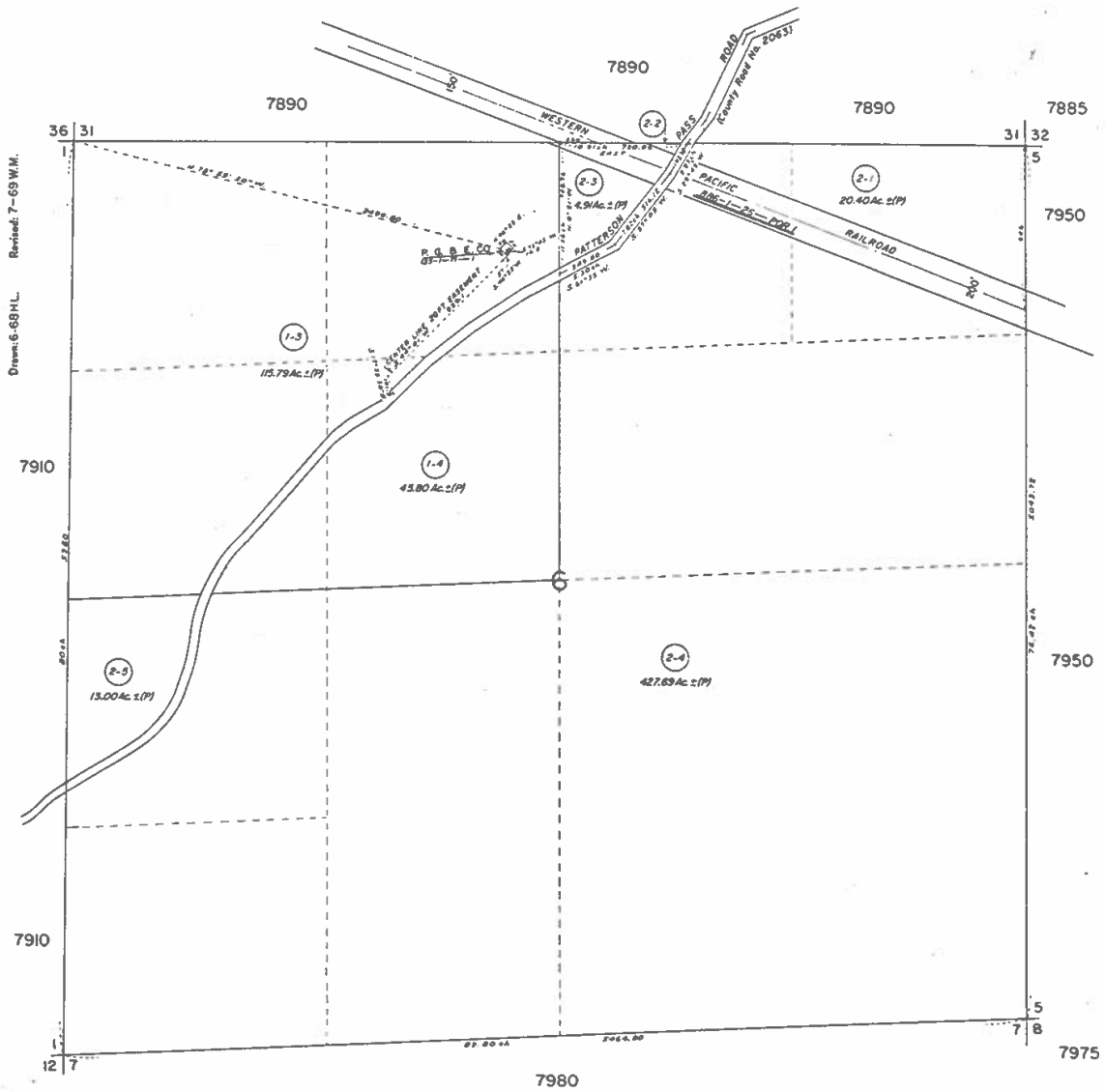
ASSESSOR'S MAP 99B

Code Area Nos.

COUNTER  
BLOCK BOOK

7925

Scale: 1"=500' T. 3 S., R. 4 E. (Section 6)



Drawn: 6-68 H.L.  
Revised: 7-68 W.M.

Formality:

A.C.M. 50

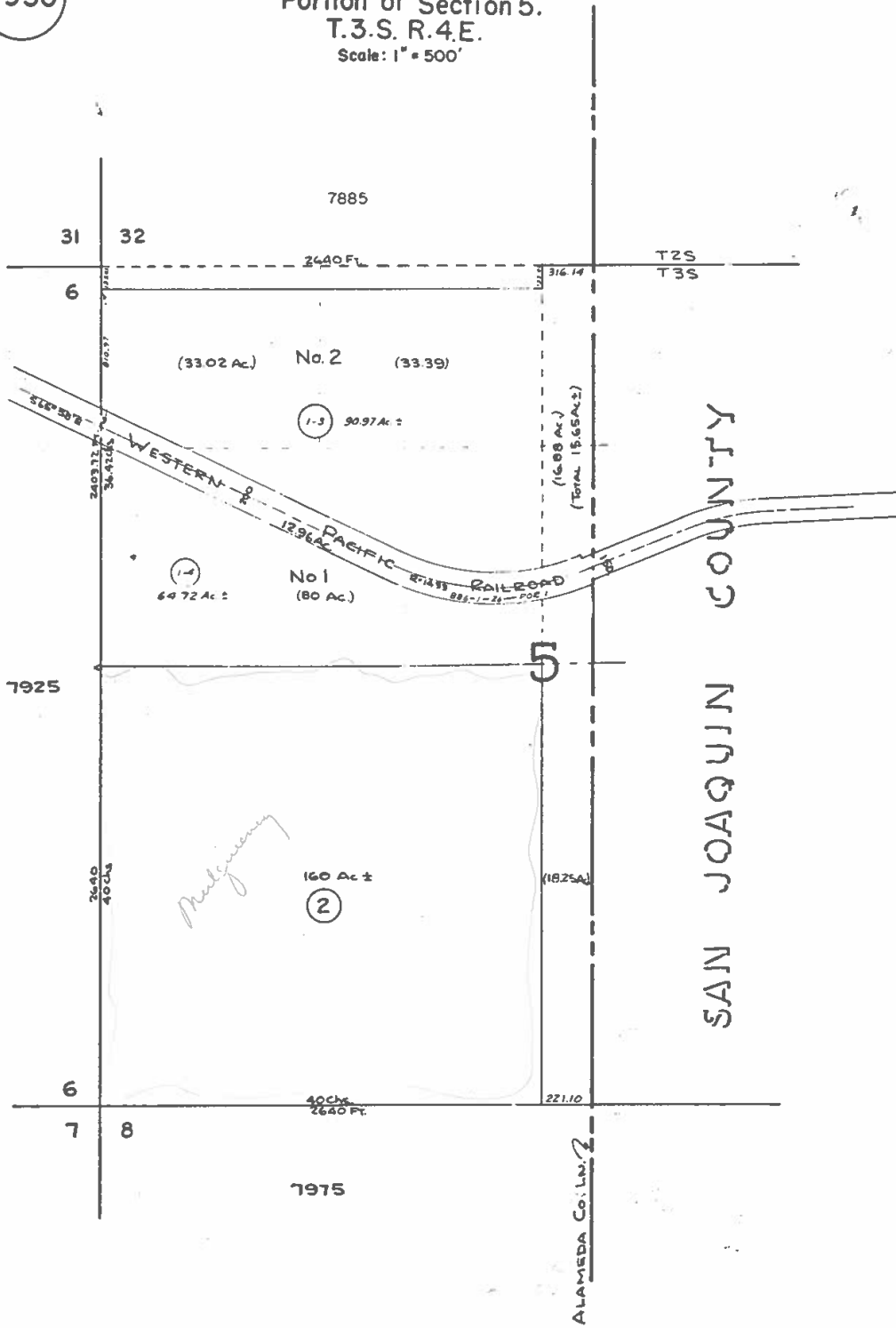
References:

ASSESSOR'S MAP 99B

7950

Portion of Section 5.  
T.3.S. R.4.E.  
Scale: 1" = 500'

REV. 5-69 H.L.  
7-69 W.M.  
99A Pg. 178 52-53

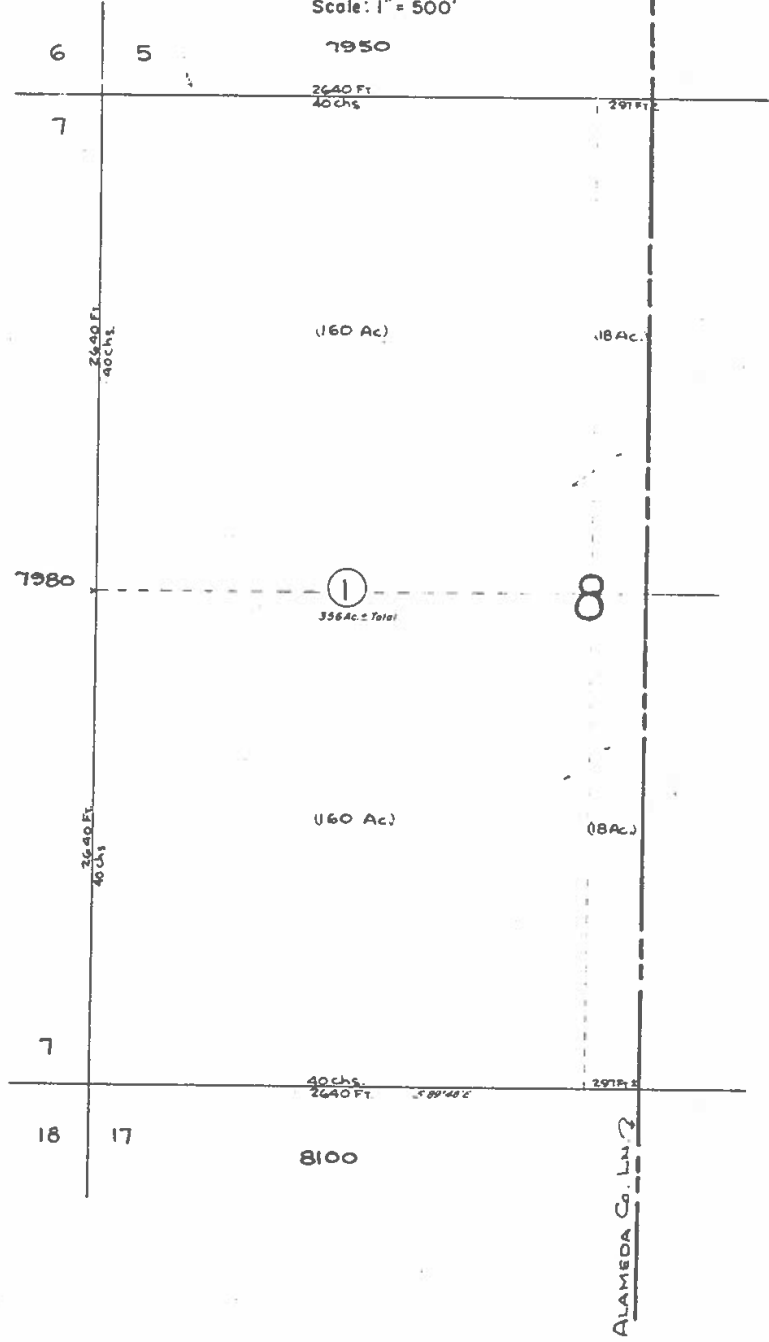


ASSESSOR'S MAP 99B

REV. 6-08 HL 99A PG. 178 SZ-53

7975

Portion of Section 8.  
T.3.S. R.4.E.  
Scale: 1" = 500'



SAN JOAQUIN COUNTY



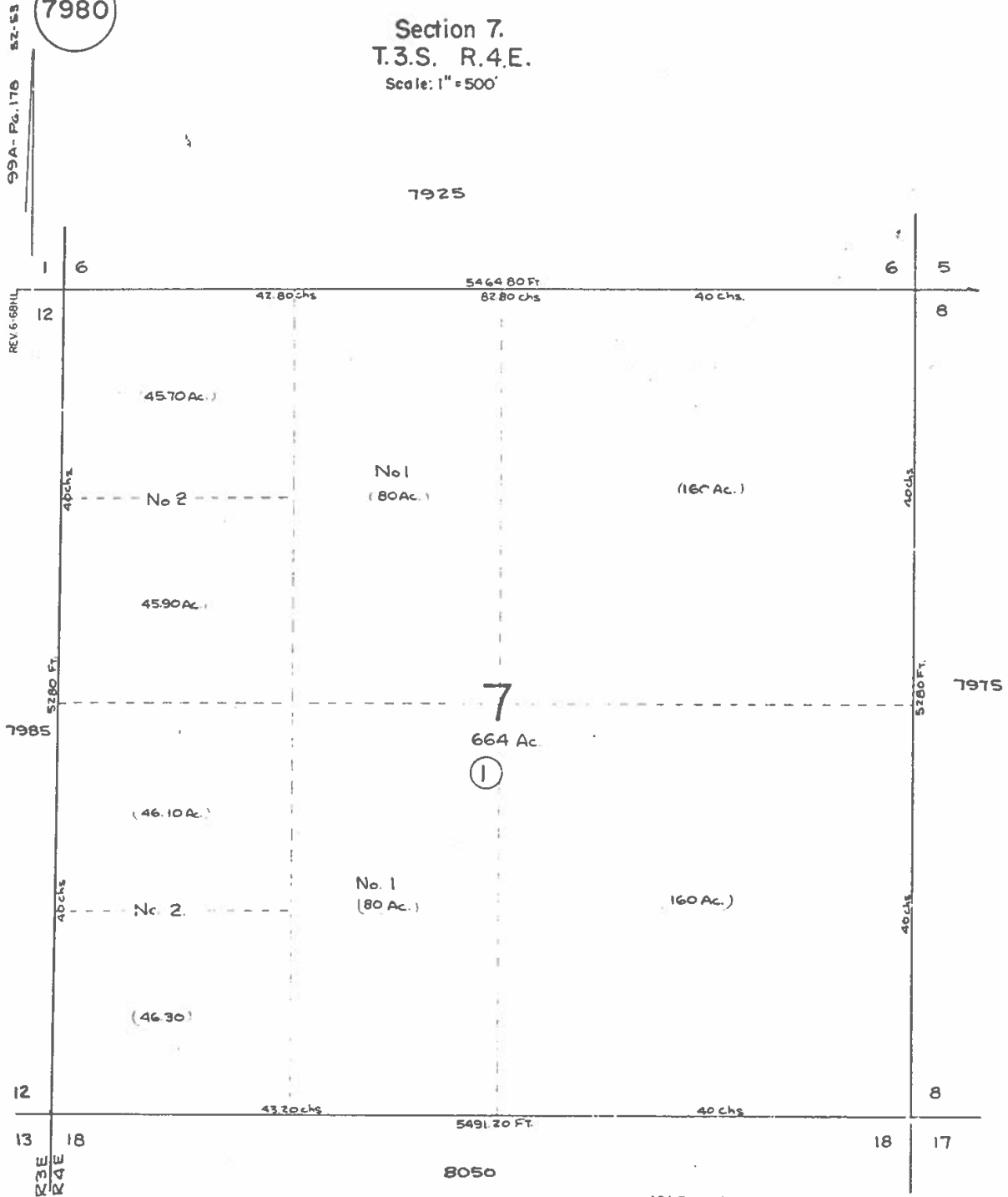
ASSESSOR'S MAP 99B

Code Area Nos.

7980

Section 7.  
T.3.S. R.4.E.  
Scale: 1" = 500'

7925



ASSESSOR'S MAP 99B

Code Area No.

7985

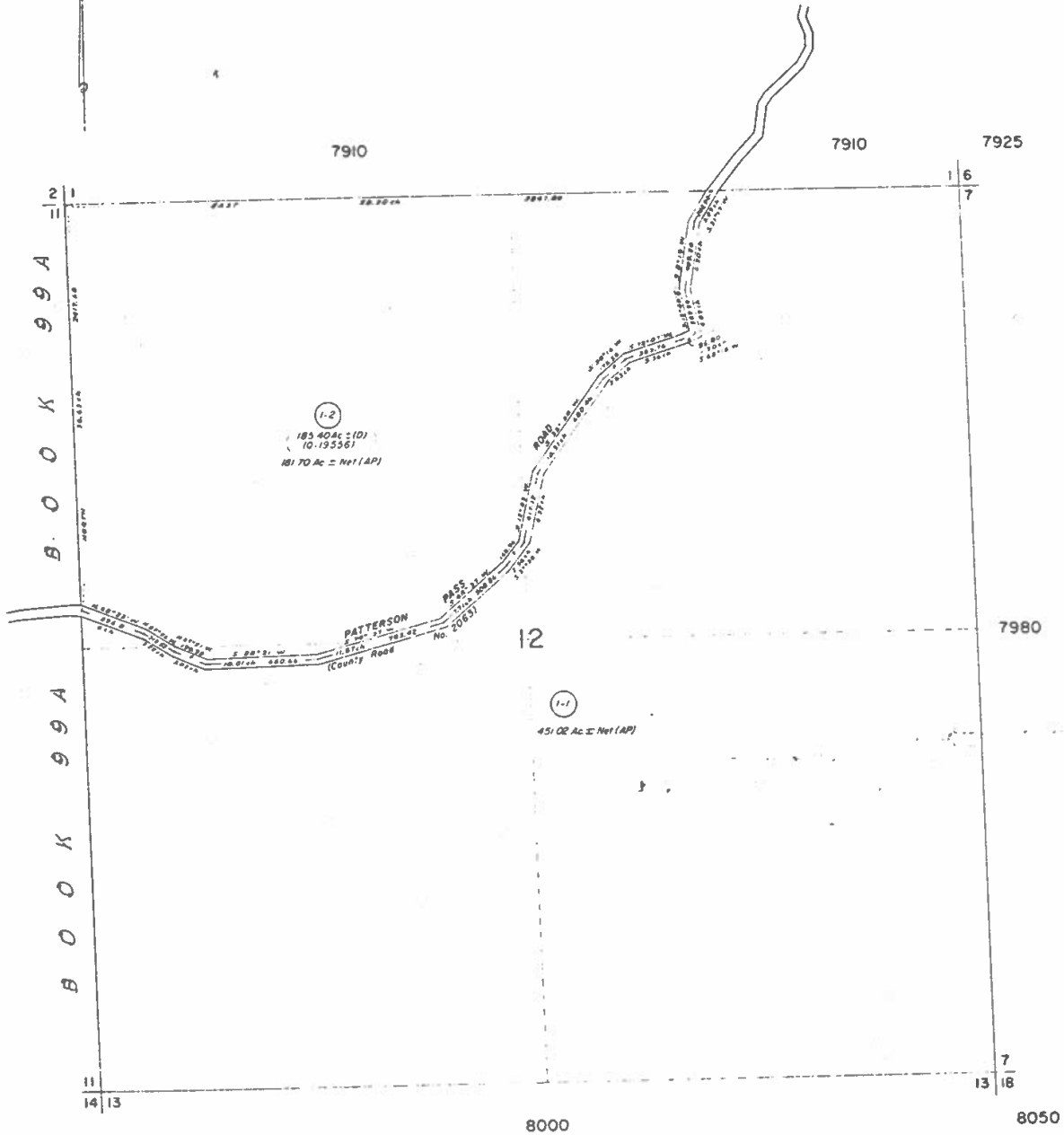
Scale: 1" = 500'

T. 3 S., R. 3 E. (Section 12)

Drawn: 6/68 H.L. Revised:

B  
O  
O  
K  
9  
9  
A

B  
O  
O  
K  
9  
9  
A

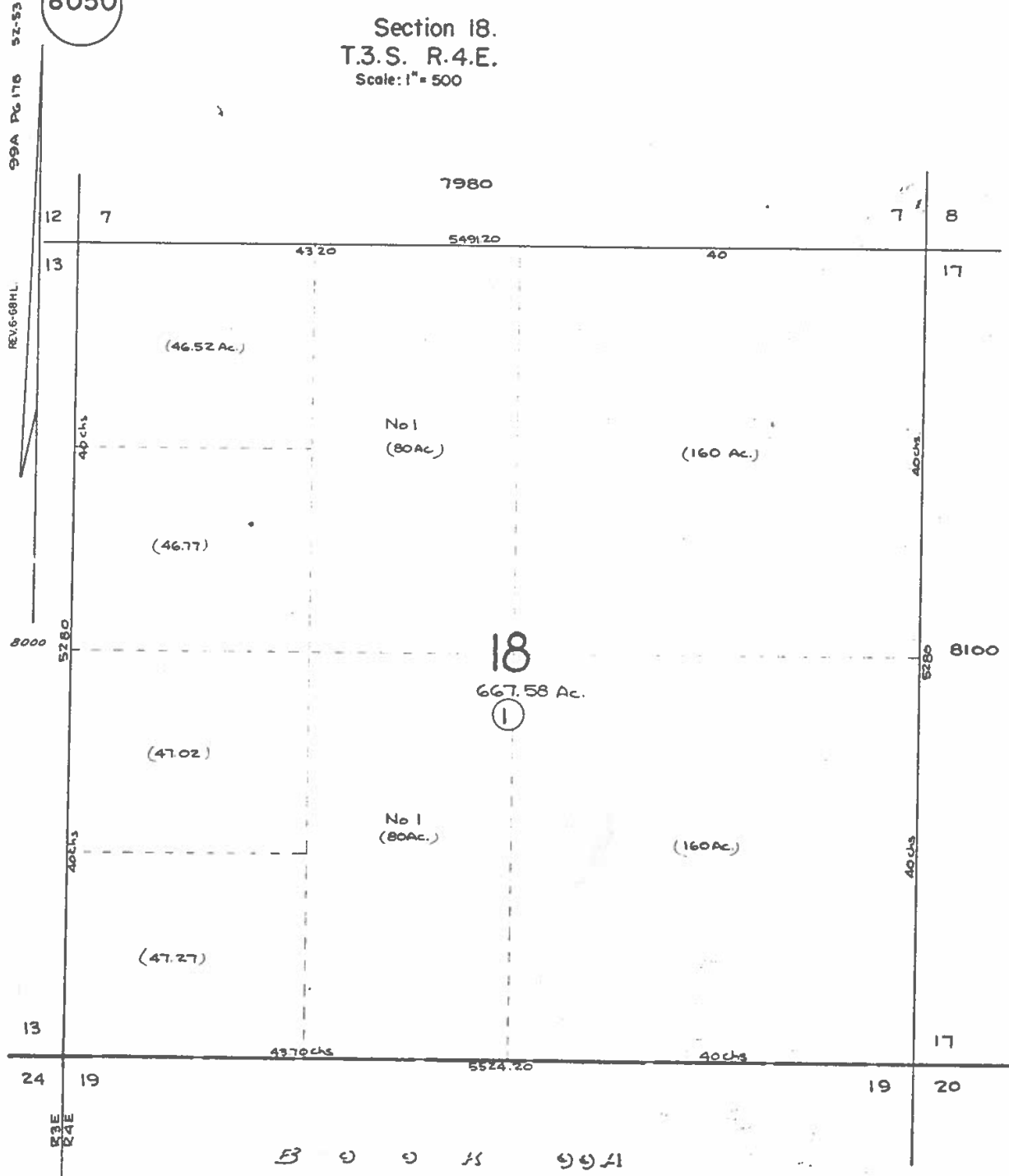


ASSESSOR'S MAP 99B

Code Area Nos.

8050

Section 18.  
T.3.S. R.4.E.  
Scale: 1" = 500



99A 99A

ASSESSOR'S MAP 99B

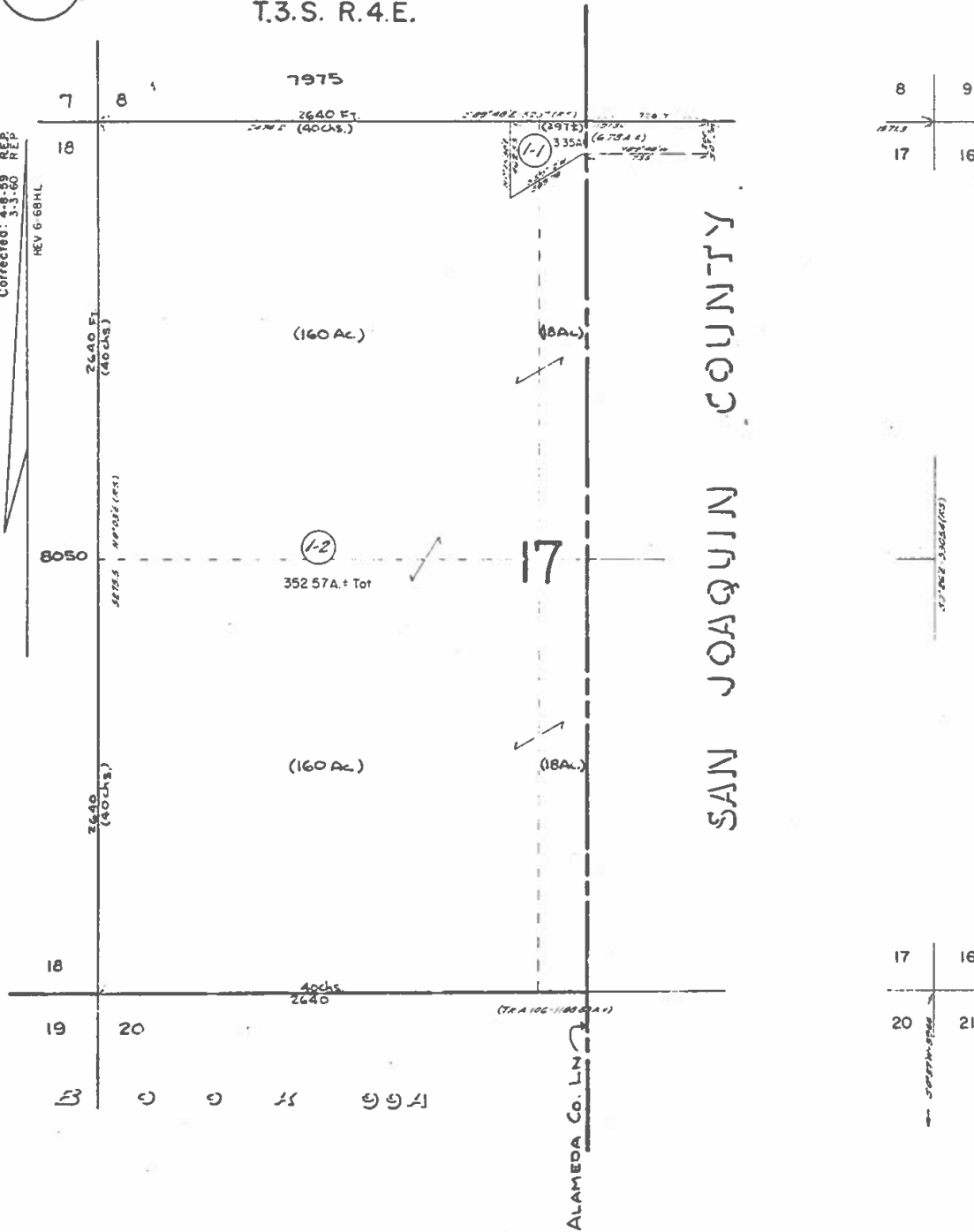
Code Area Nos.

8100

Scale: 1" = 500' Portion of Section 17.  
T.3.S. R.4.E.

99A PL 178 52-53

Corrected: 4-8-59 REP  
3-3-60 REP  
REV 6 68HL



REF: RECORD OF SUR. (R.S. Bk.4-Pg.3)

EXHIBIT B

Uses permitted in preserves will be restricted under contracts to the following uses:

1. One one-family dwelling unit per separate ownership;
2. Crop, vine or tree farm, truck garden, plant nursery, greenhouse, apiary, aviary, hatchery, horticulture;
3. Raising or keeping of poultry, fish, fowl, rabbits, sheep or goats, or similar animals;
4. Grazing, breeding or training of horses or cattle;
5. Winery;
6. Killing and dressing of livestock;
7. Packing house for fruit or vegetables, but not including a cannery or a plant for food processing or freezing;
8. Living quarters for farm laborers;
9. Flight strip;
10. Hog ranch;
11. Drilling for and removal of oil, gas or other hydrocarbon substances, and mining and quarrying;
12. Farm or ranch buildings, including stables, barns, pens, corrals or coops;
13. Building or room for packing or handling products raised on the premises;
14. Killing and dressing of poultry, fish, rabbits and other small livestock raised on the premises, but not including an abattoir for sheep, cattle, or hogs;
15. Stand for the sale at retail of items produced or raised on the premises having a ground coverage not in excess of four hundred (400) square feet;
16. Accessory Business Signs not exceeding an aggregate area of twenty (20) square feet; having no moving parts or illumination;
17. Dwelling for persons employed in the agricultural use of subject property, and the families of those persons;
18. The maintenance of land in its natural state for the purpose of preserving open space for recreation or plant or animal preserves;
19. Fish hatcheries and rearing ponds;
20. Public or private rifle and pistol practice range, trap and skeet field, archery range or other similar use;
21. Public or private riding or hiking trails;
22. Riding academy, stables and the boarding of horses or other livestock;
23. The erection, construction, alteration or maintenance of gas, electricity, water, communication, radio, television, or microwave antennas, transmitters and related facilities as accessory to other permitted uses;
24. Public or private hunting of wildlife or fishing;
25. Public or private hunting clubs and accessory structures.

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor.....Murphy....., Seconded by Supervisor.....Cooper.....  
and approved by the following vote,  
Ayes: Supervisors.....Bort, Cooper, Murphy and Chairman Hannon - 4  
Noes: Supervisor.....Razeto - 1  
Excused or Absent: Supervisors.....None

THE FOLLOWING RESOLUTION WAS ADOPTED: NUMBER 142651

EXECUTE LAND CONSERVATION CONTRACT

WHEREAS, the Alameda County Planning Department did submit to this Board of Supervisors its report recommending the establishment of an Agricultural Preserve; and

WHEREAS, this Board of Supervisors did hold a public hearing and did review the recommendation of the County Planning Department; and

WHEREAS, this Board of Supervisors did, by Resolution No. 142649, adopted on the 17th day of February, 1972, establish an Agricultural Preserve delineated on maps entitled, "Alameda County Agricultural Preserve 1972-30"; and

WHEREAS, this Board of Supervisors and the property owners did enter into negotiations for a contract for the lands included within said Agricultural Preserve and did approve a form of land conservation contract;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of this Board of Supervisors be and he is hereby authorized and directed to execute on behalf of the County of Alameda that certain Land Conservation Contract approved by this Board of Supervisors, by and between the County of Alameda and E. J. MULQUEENEY; GLADYS MULQUEENEY; EVELYN GRIFFITH; DOLORES CORNWELL, formerly DOLORES CASTRO; LOIS WALKER; GERALDINE DECK and FRANCES MULQUEENEY; covering lands located within said Alameda County Agricultural Preserve 1972-30, and as shown on those certain maps marked Exhibit "C" attached hereto and made a part hereof.

I CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS ALAMEDA COUNTY, CALIFORNIA.....FEB 17 1972  
ATTEST: .....FEB 18 1972  
JACK K. POOL, CLERK OF THE BOARD OF SUPERVISORS  
BY: Linda Mitchell