

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ___ of the document recorded on _____(date) in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:
BETH WARREN, CO. CLERK

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IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Monday February 7, 1972

PRESENT: Supervisors M. Roland Gates, John V. Freeman, Howard D. Mankins
Hans Heilmann, and Chairman Elston L. Kidwell

ABSENT: None

RESOLUTION NO. 72-119

DOC. NO. 5033

OFFICIAL RECORDS
SAN LUIS OBISPO CO., CALIF.
WILLIAM E. ZIMARIK,
COUNTY RECORDER
FEB 17 1972

RESOLUTION APPROVING CONTRACT PURSUANT
TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965

The following Resolution is hereby offered and read: TIME 12:01 P.M.

WHEREAS, California Government Code Section 51240 provides
that the County may enter into Contracts to limit the use of land
within an Agricultural Preserve to agricultural and compatible uses,
and

WHEREAS, Such a Contract has been presented to this Board by
Siegfried Heilmann, et. al.

owner or owners of the land described therein, which land is within an
Agricultural Preserve previously established by this Board, and

WHEREAS, The Contract presented is in the form previously
approved by this Board, and

WHEREAS, The applicant for the Contract has presented to the
County all necessary supporting documents as required by Rules and Pro-
cedures adopted by this Board, and

WHEREAS, All owners of the property and all trust deed bene-
ficiaries and mortgagees of the property have properly executed said
Contract and their signatures thereto have been notarized, and

WHEREAS, This Board finds that it is in the best interests of
the County of San Luis Obispo that it enter into said Contract.

NOW, THEREFORE BE IT RESOLVED AND ORDERED By the Board of
Supervisors of the County of San Luis Obispo, State of California, as
follows:

1. The Land Conservation Contract submitted by
Siegfried Heilmann, et. al.
is hereby approved.

2. The Chairman of this Board be and hereby is authorized and
directed to execute said Contract on behalf of the County of San Luis
Obispo.

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3. The Clerk of this Board is instructed to record in the Office of the County Recorder a copy of this Contract.

On motion of Supervisor Freeman, seconded by Supervisor Heilmann, and on the following roll call vote, to-wit:

AYES: Supervisors Freeman, Heilmann, Gates, Mankins, Chairman Kidwell

NOES: None

ABSENT: None

the foregoing Resolution is hereby adopted.

Estevan L. Kidwell

Chairman of the Board of Supervisors

ATTEST:

Ruth Warnken
Clerk of the Board of Supervisors

Planning
NAR:d1m

COUNTY OF SAN LUIS OBISPO)
STATE OF CALIFORNIA) ss
I, RUTH WARNKEN, County Clerk of the above entitled County, and Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.
Witness, my hand and seal of said Board of Supervisors this 11 day of February, 1970.
RUTH WARNKEN
County Clerk and Ex-Officio Clerk of the Board of Supervisors
By *Debra R. Madley*
Deputy Clerk

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LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT, made and entered into this 7 day of February, 1972, by and between Siegfried Heilmann, et. al., hereinafter referred to as "OWNER", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the subject property", and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto, 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 the subject property to agricultural, related 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 the subject property in an agricultural preserve and the execution and approval of the Contract is deemed to be a determination that the highest and best use of the subject property during the

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term of this Contract or any renewal thereof is for agricultural uses and Owner agrees that the present zoning is the appropriate zoning for said premises, and

WHEREAS, Owner has supplied County with a title company Lot Book Report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the subject property, and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this Contract are substantially similar to the terms, conditions, and restrictions of Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, and

WHEREAS, it is the intent of County and Owner that the continued existence of the within Contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

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. 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 the State of California commencing with Section 51200), and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time which are incorporated herein by reference and made a part hereof. This Contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time which are incorporated herein by reference and made a part hereof.

2. During the term of this Contract, the subject property shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the rules for the agricultural preserve in which said subject property is situated. Said rules have been or are about to be adopted for the lands in said preserve by resolution of the County Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving, and shall be consistent with, the objectives of said Land Conservation Act.

3. The uses, including compatible uses, of the subject property which will be allowed pursuant to this contract are those "Uses Permitted" and/or "Uses Permitted Subject to First Securing a Conditional Use Permit" as provided in the Zoning Ordinance of the County of San Luis Obispo for the zoning district in which subject property lies. The parties recognize that said Zoning Ordinance may be amended in accordance with State law and the County Ordinance Code.

The parties further recognize that the allowed uses thus may be changed from time to time by reason of such amendments. The subject property is currently zoned A-3-80-P AP 80. A copy of the Regulations for A-3 & P Districts, marked Exhibit "B", is attached hereto and incorporated herein to illustrate the uses presently allowed on subject property pursuant to this Contract.

4. As to that portion of the land described herein to be condemned in any condemnation action or acquired in lieu of eminent domain for a public improvement by a public agency or person, this Contract shall become null and void and not binding on the parties under the same circumstances under which a contract would become null and void and not binding on the parties under the provisions of Government Code Section 51295 which is incorporated

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herein and made a part hereof; provided, however, that the effective date of the termination hereunder shall be one (1) day prior to the date of filing any action in eminent domain with respect to the land, or one (1) day prior to the date of acquisition thereof in lieu of condemnation, to the extent that the condemning agency shall be required to proceed as if this Contract never existed and the determination of the compensation to be paid by the condemning agency for the taking shall be determined as if the Contract never existed.

5. This Contract shall be effective as of the day and year first above written and shall remain in effect for a period of twenty (20) years therefrom; provided, however, that beginning with the first day of January of the year in which the Contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245 of the Government Code of the State of California, subject to the filing deadlines stated therein. A notice of nonrenewal irrespective of which party gives the notice shall be recorded by the County. A copy of the notice of nonrenewal shall be forwarded to the Director of Agriculture. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. This Contract may not be cancelled except pursuant to a request by Owner, and as provided in Article 5 of the Land Conservation Act of 1965; however, no such cancellation shall occur until a notice and protest hearing thereon is conducted in the manner provided by Sections 51284 and 51285 of the California Government Code of the State of California.

7. The Assessor of the County of San Luis Obispo shall revalue the land to which the request for cancellation applies as soon as possible after the request for cancellation is received, use the request date as the valuation date, and apply the County's announced ratio to the full cash value to determine the cancellation valuation. The Owner shall pay County, as a cancellation fee, an amount equal to 50% (fifty per centum) of the cancellation valuation of the subject property, subject, however, to the provisions for waiver and/or deferment of such payment as the Board of Supervisors may grant pursuant to Section 51283 of the Government Code of the State of California.

8. A Certificate of Cancellation shall be recorded with the County Recorder.

9. Upon receipt of cancellation fee payable pursuant to Paragraph 7, said taxes shall be distributed as provided in Section 51283(d) of said Act.

10. Unless waived or deferred as indicated in Paragraph 7, the cancellation fee due the County must be paid to the satisfaction of County before cancellation becomes final.

11. Owner, upon request of County, shall provide information relating to Owner's obligation under this Contract.

12. This Contract shall be nullified without payments or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution with respect to assessment practices.

13. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the Contract 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.

14. The within Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

15. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by the Owner of each parcel created by the division at the time of division.

16. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed by the zoning then on said premises shall constitute a violation of this contract and shall be subject to all the provisions of Paragraph 13 hereof. A lease shall not constitute the creation of a parcel of land for the purposes of this paragraph.

17. Any transfer by Owner of any portion of the property which is the subject of this Contract shall be a violation of this Contract, if the portion transferred is smaller in size than the minimum lot size prescribed by the zoning on the property at the time of the transfer. Such a violation shall be subject to all the provisions of Paragraph 13 hereof; provided, however, that a transfer to an abutting property owner, which results in an addition to an already existing parcel of property, shall not be a violation of the provisions of this paragraph.

18. The within Contract shall be transferred and binding upon any succeeding County or City acquiring jurisdiction over the subject land, or any portion thereof, except as hereafter provided. On annexation by any City of any of

the subject lands, such City shall succeed to all rights, duties and powers of County under this Contract, unless the land being annexed to such City was within one (1) mile of such City at the time of the execution of the within Contract and such City states its intention not to so succeed in its resolution of intention to annex. If such City does not exercise its option to succeed, the Contract shall be null and void as to the land actually being annexed on the date of annexation.

19. The trust deed beneficiaries and mortgagees, if any, listed on the Lot Book Report referred to above, and whose signatures are affixed hereto, do hereby assent to this Contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this Contract, specifically to the agricultural and compatible uses imposed on the subject property by reason of this Contract.

IN WITNESS WHEREOF, the parties have fixed their hands and seals the day and year first above written.

COUNTY OF SAN LUIS OBISPO

By: *Estevan L. Kilduff*
Chairman of the Board of Supervisors

ATTEST:

Ruth W. Warner
Clerk of the Board of Supervisors

(S E A L)

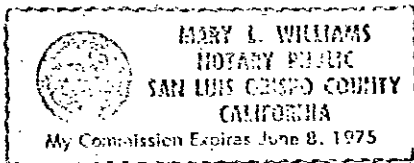
TRUST DEED BENEFICIARIES OWNER
and/or MORTGAGEES

Margaret D. L. Heilmann x *Randal K. Heilmann*
Siegfried Heilmann x *Karen Heilmann*
James Heilmann

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN LUIS OBISPO)

On this 16 day of February, 1972, before me, the undersigned Notary Public, personally appeared Elston L. Kidwell and Ruth Warnken, known to me to be the Chairman and Clerk, respectively, of the Board of Supervisors of the County of San Luis Obispo, State of California, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Mary L. Williams
Notary Public in and for said
County and State

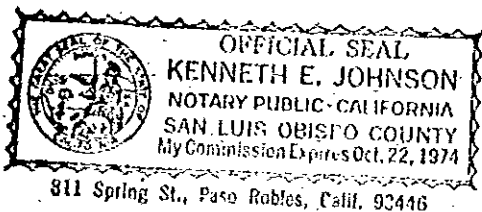
(S E A L)

My Commission Expires

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN LUIS OBISPO)

On this 25 day of January, 1972, before me, Kenneth E. Johnson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared MARGARETE D.C. Heilmann, Siegfried Heilmann, Randal K. Karin E., & JANE Heilmann, known to me to be the person(s) whose name(s) (is) (are) subscribed to the within instrument, and acknowledged that (I)he(y) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kenneth E. Johnson
Notary Public in and for said
County and State

(S E A L)

My Commission Expires

(PD-El Pomar - 1/72)

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EXHIBIT "A"

Form No. 12

SCHEDULE A

LOT BOOK GUARANTEE

ORDER NO. 779674 M

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

lot 56, containing 108.24 acres, more or less, as laid down and delineated on Map of the Subdivisions of the Rancho Eureka, made by R. R. Harris, in the year 1886, reference being hereby made to said Map filed by the West Coast Land Company, in the office of the Recorder of said County.

EL POHAR PRESERVE

JAN. 28, 1972

A. The last recorded instrument purporting to transfer title to said real property is:

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EXHIBIT B

22.18.010-22.18.020

Chapter 22.18

A-3 (UNRESTRICTED AGRICULTURAL) DISTRICTS

Sections:

- 22.18.010 Intent.
- 22.18.020 Uses permitted.
- 22.18.030 Conditional uses.
- 22.18.040 Building site area.
- 22.18.050 Special requirements.

22.18.010 Intent. It is the intention of this chapter to encourage proper development by promoting and retaining the agricultural uses of the property by establishing the A-3 district. (Ord. 663 S1 (part), 1966; prior code S11-414).

22.18.020 Uses permitted. Uses permitted shall be as follows:

- (1) One-family dwelling and farm labor quarters or immediate family quarters;
- (2) All agricultural uses except those enumerated in Section 22.18.030 requiring a conditional use permit;
- (3) Agricultural buildings and accessory uses;
- (4) Packing or processing plants or sales business for which a business license is required for products produced on parcels of the same ownership or like products purchased (except rendering plants, slaughter houses, tallow works);
- (5) Commercial or recreational equestrian establishments;
- (6) Breeding, boarding and veterinary establishments;
- (7) Storage of petroleum products used on the premises and not for resale;
- (8) Public utility or public service buildings, structures for uses related to water, power, gas and telephone; including transmission distribution, storage, and generating facilities;
- (9) Churches, schools, libraries, golf courses, parks, community centers or other public agencies;
- (10) Public or private recreational uses relating to hunting, fishing, riding and hiking except housing, accessory buildings and other structures;
- (11) Camping areas more than one thousand feet from property lines or public roads and related to recreational uses of the property;
- (12) Oil and gas drilling and production except as enumerated in Section 22.18.030 requiring a conditional use permit;
- (13) Home occupations;

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22.18.020-22.18.030

(14) One sign for each property not to exceed forty square feet in area to advertise farm labor employment, products produced or sold on the premises, the sale of the property, or to identify the premises or occupants;

(15) Aircraft private landing strip. (Ord. 1193 S1, 1979; Ord. 956 S1, 1968; Ord. 863 S1 (part), 1966; prior code S11-414.1).

22.18.030 Conditional uses. Uses permitted subject to first securing a conditional use permit shall be as follows:

(1) Packing or processing plants for farm products not raised on the premises (except rendering plants, slaughter houses and tallow works);

(2) Farm labor camps;

(3) Hospitals, rest homes and convalescent homes;

(4) Sanitary landfills, waste disposal areas and sewerage facilities;

(5) Hog ranches;

(6) Turkey ranches (more than one hundred turkeys);

(7) Commercial excavation of building or construction materials;

(8) Feed lots;

(9) Exploration for or extraction of oil and gases, minerals or other natural materials except in those areas designated upon the map entitled "Map of San Luis Obispo County Showing Areas in Which Use Permits are Not Required for the Exploration or Extraction of Oil, Gases, Minerals, and other Natural Materials" which is incorporated herein by reference. In the area so excluded a notice of intention to develop oil and gas deposits, consisting of a map or definite description of the area in which such exploration or development is to take place, must be filed with the planning department as a condition precedent to such exploration or development;

(10) Cemeteries;

(11) Camping areas related to recreational uses of the property if less than one thousand feet from property line or public road;

(12) Housing, mobile homes and mobile home parks, accessory buildings and structures established in connection with recreational activities permitted under Section 22.18.020 (10); provided, however, that the number of housing units permitted shall not exceed one per the minimum lot size of the underlying zone;

(13) Public airports, public heliports and public landing strips for aircraft;

(14) Radio and television towers and related facilities. (Ord. 1103 S2, 1979; Ord. 937 S6, 1967; Ord. 863 S1 (part), 1966; prior code S11-414.2).

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22.18.040-22.10.030

22.18.040 Building site area. The minimum building site area required shall be as follows:

(1) Twenty acres, unless otherwise designated. Veterinary establishments, public utility buildings and uses, churches, libraries, hospitals, community centers and other public agencies are exempt from minimum building site area requirements and shall meet the yard area requirements of the R-1 regulations.

(2) If a number in parenthesis follows the district designation, the number in parenthesis constitutes the minimum number of acres for a building site or newly created lot, (e.g., A-3 (100) means one hundred acres minimum). (Ord. 663 S1(part), 1966: prior code S11-414.3).

22.18.050 Special requirements. (a) There shall be no offensive odors, fumes, noxious gases, dust, heat, glare, or radiation generated by or resulting from a use and detectible at any point at the boundary line of the zone;

(b) Ground vibrations generated by or resulting from a use shall not be perceptible without instruments at any point at the boundary line of the zone;

(c) The character and intensity of sound emanating from a use shall be no more offensive nor greater than ordinary street noises at the boundary line of the zone;

(d) Materials used and products stored shall be adequately housed, or screened so that health, safety and welfare of persons occupying the property or adjacent properties are not jeopardized. (Ord. 663 S1(part), 1966: prior code S11-414.4).

22.10.020 Building height limit. The building height limit in rural districts shall be as follows: None. (Prior code S11-418).

22.10.030 Yards required. Yards required in rural districts shall be as follows:

(1) Front yard: 25 feet;

(2) Side yard: 5 feet;

(3) Rear yard: 10 feet;

(Ord. 1108 S6, 1970: prior code S11-419).

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22.76.010 - 22.76.040

Chapter 22.76

P (AGRICULTURAL PRESERVE) COMBINING DISTRICTS

Sections:

- 22.76.010 Application of regulations.
- 22.76.020 Scope & Purpose.
- 22.76.030 A-2 District procedures waived.
- 22.76.040 Requests for Preserves or Agreements.

22.76.010 Application of regulations. In any A-2 or A-3 Agricultural Districts with which is combined any "P" District, this Chapter shall apply in addition to those uses and regulations specified for such District provided, however, in the event of a conflict in regulations applicable, the regulations of this Chapter shall govern. (Ord. 1004 §1 (part), 1968; Prior Code §11-465).

22.76.020 Scope and Purpose. It is the intention of this District to encourage and promote the implementation of the State of California Land Conservation Act of 1965 (Chapter 7 of Part 1, Division 1, Title 5 of the Government Code of California). The regulations of this District are designed to be used in conjunction with Agricultural Preserves and shall be supplementary to existing Agricultural Districts for the purposes of providing proper enforceable restrictions for negotiating Land Conservation Agreements as provided by the Act. (Ord. 1004 §1 (part), 1968; Prior Code §11-465.1).

22.76.030 A-2 District procedures waived. Provisions in Section 22.16.050 which set forth procedure for establishing or changing A-2 Districts, shall herewith be superseded where the regulations of this Chapter are proposed.

The form and manner for the establishment of or change in an A-2-P District shall follow the normal procedure for the establishment of Zoning Districts prescribed by Sections 22.94.010 through 22.94.050. (Ord. 1004 §1(part), 1968; Prior Code §11-465.2).

22.76.040 Requests for Preserves or Agreements. Bona fide requests from property owners for the establishment of an Agricultural Preserve or to negotiate an Agreement under the term of the Land Conservation Act of 1965 shall at the same time be considered a petition to institute the procedures for appropriate zoning to an A-2-P or A-3-P District even though said request does not so specifically state. (Ord. 1004 §1(part), 1968; Prior Code §11-465.4).

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