SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



SUBMITTAL DATE:

February 5, 2015

FROM: TLMA – Planning Department

SUBJECT: Execution of Land Conservation Contract for Sage Agricultural Preserve No. 5, Map No. 635 – Case No. AGN00167 – Owner: Twin Legacy, LLC – Third Supervisorial District – Aguanga Zoning Area and Rancho California Zoning Area – Southwest and REMAP Area Plans - 522.89 Acres. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. <u>APPROVE</u> and <u>AUTHORIZE</u> the Chairman of the Board of Supervisors to execute the attached land conservation contract for real property located within the Sage Agricultural Preserve No. 5, Map No. 635, based on the findings and conclusions set forth herein; and
- 2. <u>DIRECT</u> the Clerk of the Board of Supervisors to record the contract with the Office of the County Recorder.

FINDINGS:

FORM APPROVED COUNTY COUNSE

P. PRIAMOS

A

Departmental

1. The subject property is located northerly of Highway 79, westerly of Sage Road, and easterly of Vale Lake Road.

(continued on next page)

Steve Weiss, AICP Planning Director

Juan C. Perez
TLMA Director
SW:Ir

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:		CONSENT c. Office)
COST	\$ N/A			\$ N/A	Consent 🗆	Policy I
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/#		
SOURCE OF FUNDS: Deposit based funds.				Budget Adjust	ment: N/A	
				For Fiscal Yea	r: N/A	
C.E.O. RECOMME	NDATION:		APPROVE	1		
			BY	daude		
County Executive	Office Signatu	re	Tina Grand	0		
	MINUTE	S OF THE BOAF	RD OF SUPERV	ISORS		
					9	

A-30 4/5 Vote

Positions Added

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3-3

Findings (continued)

- 2. A previous owner of the property entered into a Land Conservation Contract with the County which included the subject property and which was recorded on December 11, 1973, as Instrument No. 159-900, with an agreement date of January 1, 1974.
- 3. Subsequently, a notice of nonrenewal was filed on the subject property which was recorded on June 2, 1987 as Instrument No. 153903. This notice caused the present contract as it applies to the subject property to expire on January 1, 1994.
- 4. The current owner of the subject property, Twin Legacy, LLC, has requested to enter into a new contract as provided for in the County's Rules and Regulations Governing Agricultural Preserves.
- 5. There are no cities within one mile of the subject property and it currently meets all size, zoning, and use requirements necessary to be placed under a new contract.
- 6. The land is eligible to be under contract because it is within the approved and existing Sage Agricultural Preserve No. 5, Map No. 635 and the land is devoted to seasonal crops, which are eligible agricultural uses to be the subject of a land conservation contract between the County and the landowner.

Conclusion:

- 1. The execution of this land conservation contract is consistent with the provisions of the Land Conservation Act of 1965 and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.
- 2. The execution of this contract is consistent with the Riverside County General Plan.

Impact on Citizens and Businesses

None. The proposed action is the re-instatement of a contract within an existing agricultural preserve to allow the property owner to benefit from reduced property taxes in exchange for keeping that property under agricultural use.

ATTACHMENTS :

- A. Land Conservation Contract between Riverside County and Twin Legacy, LLC(3 copies)
- B. Notice of Non-Renewal related to subject property

Side Con C DEPAR PLEASE SUBMIT THIS FORM TO THE PLANNING CE Recorded at the request of, and be returned to: Riverside County Planning Department Clerk of the Board of Supervisor MAY 28 1987 4080 Lemon Street, Ninth Floor 4080 Lemon Street, 14th Floor Riverside, CA 92501 Riverside, CA 92501 RIVERSIDE GOUNTY PLANNING DEPARTMENT CC: Planning Department NOTICE OF NON-RENEWAL NOTICE IS HEREBY GIVEN pursuant to Section 51245 of the California Government Code that the undersigned, being all of the owners of the affected real property, elect not to renew Land Conservation Contract or Agreement dated 1 - 1 - 74and recorded on 12 - 11 - 73, as Instrument No. 159 - 900 in the Office of the County Recorder of Riverside County, California. The real property affected by Agricultural Preserve this notice is located in the SAGE No. 5, Map No. 237. OFFICIAL SEAL ROSE M. KIRCHOEF NOTARY PUBLIC-CALIFORNIA Dated: PRINCIPAL OFFICE IN. RIVERSIDE COUNTY STATE OF CALIFORNIA My Commission Expires Sept. 30, 1988 COUNTY OF Rules 0n before me personally appeared arana Marana John Owner(s) Mailing Address: 38940 ASED dE ORO known to me to be the person 5 MURRIFHA (A GARGA all whose name 5 😁 subscribed to the within instrument and Code Area and parcel number(s) of land affected: 917-050-006-2 . acknowledged that (917-160-002-8)(917-160004-0) executed the same. 917-170-003-0) (917-170-008-5) 917-170-009-6) (917-170-010-6) 917-290-001-9)(917-290-002-0) 917-170-011-7) (583-020-002-4) Notary Public

4080 LEMON STREET, 9[™] FLOOR RIVERSIDE, CALIFORNIA 92501 (714) 787-6181 PD 83-26

46-209 OASIS STREET, ROOM 304 INDIO, CALIFORNIA 92207 (619) 342-8277 RECEIVED RIVERSIDE COUNTY DLERK/BOARD OF SUPERVISORS

Lm/ PM 2: 46 1387 MAY 28

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SECENCED CONTRACTOR ALERKABOARD OF SUPERVISION

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1387 JUN - 8 PH 12: 58

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RECEIVED FOR RECORD AT 239 O'CLOCK AM

JUN - 2 1987

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RECORDING REQUESTED BY RIVERSIDE COUNTY

When recorded, return to:

Stop #1010 Clerk of the Board of Supervisors Riverside CA, 1st Floor

No fee, 6103 Government Code

LAND CONSERVATION CONTRACT

COUNTY OF RIVERSIDE, herein called "County," and Twin Legacy, LLC a Nevada limited liability company

herein called "Owner," mutually agree:

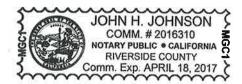
- This contract is made pursuant to the California Land Conservation Act of 1965 (Government Code, Section 51200, et seq.) and affects the real property described in Exhibit "A" attached hereto and made a part of this contract, which lies within the <u>Sage</u> Agricultural Preserve No. <u>5</u>, Map No. <u>635</u>.
- 2. This contract shall take effect on January 1, 2015, and shall remain in effect for an initial term of 10 years.
- 3. On each anniversary date of this contract, one year shall be added to the initial term unless notice of non-renewal shall be given as provided in Section 51245 of the Government Code. Any notice of non-renewal referring to this contract shall be recorded by the County in the office of the County Recorder whenever the contract is not renewed.
- 4. This contract may be canceled only in accordance with Section 51280, et seq., of the Government Code relating to cancellation, as now written or hereafter amended.
- 5. When any portion of land subject to this contract is acquired by condemnation of the fee title, or by purchase in lieu thereof, for a public improvement, this contract shall become null and void thereafter as to such portion, and may be amended to correctly reflect the description of any portion not so acquired.
- 6. In consideration of the execution hereof by County, and the execution by County and other owners within the preserve of similar contracts, the Owner, during the term of this contract, including any renewal period, agrees to use the described land only for agricultural uses and such compatible uses as are permitted by or pursuant to the Uniform Rules established for the administration of agricultural preserves by Riverside County Ordinance Number No. 509. Said Uniform Rules are by this reference incorporated in and made a part of this contract.
- 7. In consideration of the execution hereof by the Owner and the execution of similar contracts by other property owners within the same agricultural preserve, County agrees not to authorize uses, other than uses permitted by or pursuant to said Uniform Rules, within said agricultural preserve, during the term of this contract or any renewal thereof. Nothing herein shall prohibit a change of boundaries of said agricultural preserve to omit lands not subject to such contract or to include additional lands.
- 8. Any notice to be given to the Owner pursuant to this contract or said Uniform Rules may be sent by U.S. Mail addressed to the Owner at the address shown below the signature of the Owner. Like notices to County may be sent by U.S. Mail addressed to Clerk, Board of Supervisors, P.O. Box 1010, Riverside, CA 92502-1010. Either party may change such address by notice to the other.

9. 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.

Dated as of: January 1,	STATE OF CALIFORNIA COUNTY OF RIVERSIDE
ATTEST: Clerk of the Riverside County Board of Supervisors	BY Chairman, Board of Supervisors
By (Seal) Deputy	FORM APPROVED COUNTY COUNSEL
OWNER(S) SIGNAT	URE AND ADDRESS
Owner:	
Owner:	
Owner:	
Owner:	
Mailing Address: 41250 Hwy 79, Ad	SULNGA, CA 92536
NOTARY ACK	NOWLEDGMENT
A notary public or other officer completing this certificate verifies only the i attached, and not the truthfulness, accuracy, or validity of that document.	dentity of the individual who signed the document to which this certificate is
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
On <u>1-14-2015</u> before me, <u>JOHN</u>	(Name and Title of officer)
(Date) personally appeared ROBERT J. VINIO	K, who
proved to me on the basis of satisfactory evidence to be within instrument and acknowledged to me that he/s	(Name(s) of signer(s)) be the person(s) whose name(s) is/are subscribed to the she/they executed the same in his/her/their authorized the instrument the person(s), or the entity upon behalf of

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 (SEAL) Notary Public



Page 2 of 2

File No: 614674525

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (Assessor's Parcel No: 917-050-006 and portion of 917-170-003)

Government Lots 7, 8, 9, 10, 11 and 12 in Fractional Section 13, Township 8 South, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey;

Also all that portion of the Northeast Quarter and the East half of the Northwest Quarter of Section 24, Township 8 South, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey, lying Northerly of the following described line:

Beginning on the West line of said East half of the Northwest Quarter at its intersection with the Southerly line of a certain easement for public highway and public utility purposes, over a Parcel of land 80 feet, in width, conveyed to the County of Riverside by deed recorded June 21, 1932 in Book 80, Page 264 of Official Records Riverside County Records.

Thence North 86°17'30" East, on said Southerly line to the beginning of a curve to the right with a radius of 1960 feet;

Thence on said Southerly line and on said curve to the right, to a point on the Northwesterly line of that certain Parcel of land granted to the State of California, by deed recorded September 26, 1935 in Book 254, Page 285 of Official Records, Riverside County Records;

Thence South 25°58'10" West, on said Westerly line, 60 feet;

Thence on a curve to the right with a radius of 1900 feet through an angle of 03°00'50" a distance of 99.95 feet;

Thence South 61°01' East 1188.20 feet;

Thence North 58°20' East, 277.23 feet;

Thence North 87°05' East, 913.86 feet;

Thence on a curve to the right, with a radius of 700 feet through an angle of 14°10′21″ a distance of 173.15 feet to a point on the East line of said Northeast Quarter, distant South 00°07′30″ West, 1294.09 feet from the Northeast corner thereof; said last five courses and distances following along the Southerly line of said Parcel of land so conveyed to the State of California.

Excepting therefrom an easement for public roadway and public utility purposes over the Parcel of land 80 feet in width, conveyed to the County of Riverside by the above mentioned deed;

Also excepting therefrom the portion granted to the State of California, by the above mentioned deed;

Also excepting from all of said property an easement in favor of the public over any other portion thereof included in public roads;

Said property is also shown on licensed land surveyor's map on file in Book 10, Page 33 of Record of Survey on file in Book 12, Page 71, respectively of Record of Survey, Riverside County Records.

CLTA Preliminary Report Form - Modified (11-17-06)

Page 3

Parcel 2: (Assessor's Parcel No: 917-290-002 and portion of 917-290-001)

Government Lot 1 and the Northeast Quarter of the Northwest Quarter of fractional Section 19, Township 8 South, Range 1 East, and Government Lot 4 and the Southeast Quarter of the Southwest Quarter of fractional Section 18, Township 8 South, Range 1 East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Excepting therefrom that portion lying Southerly of the Parcel conveyed to the County of Riverside by deed recorded April 5, 1932 in Book 72, Page 189 of Official Records, Riverside County Records.

Said property is also shown on Record of Survey on file in Book 10, Page 33 and in Book 11, Page 19, respectively of Record of Survey, Riverside County Records.

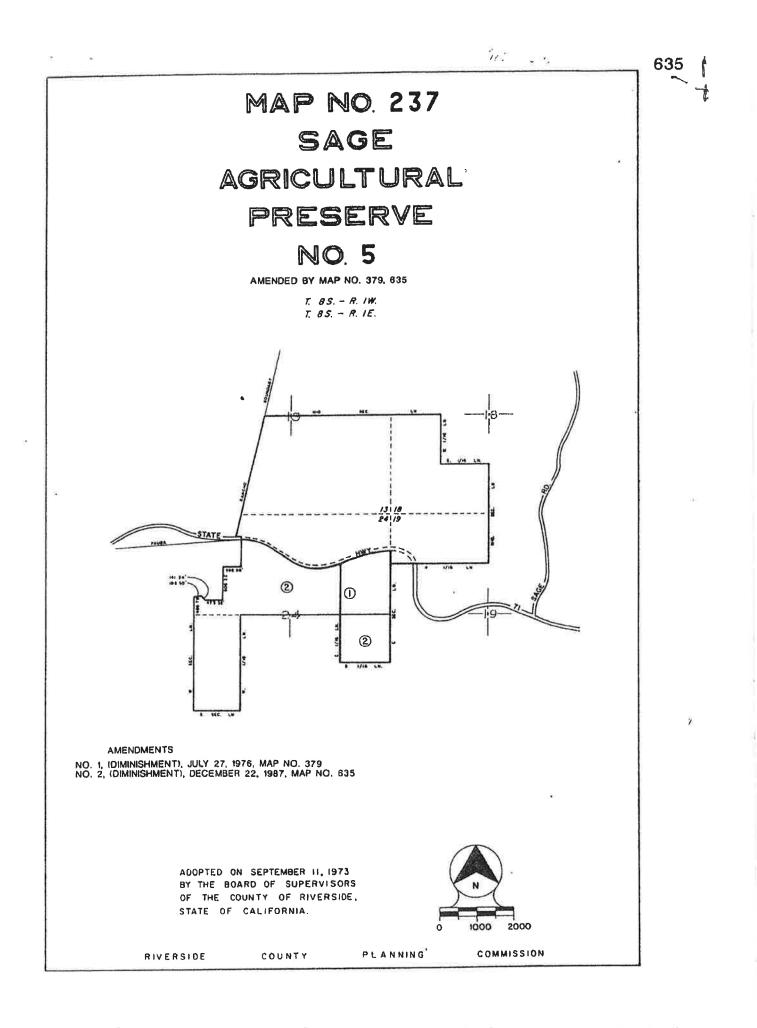
Parcel 3: (Assessor's Parcel No: Portion 917-290-001)

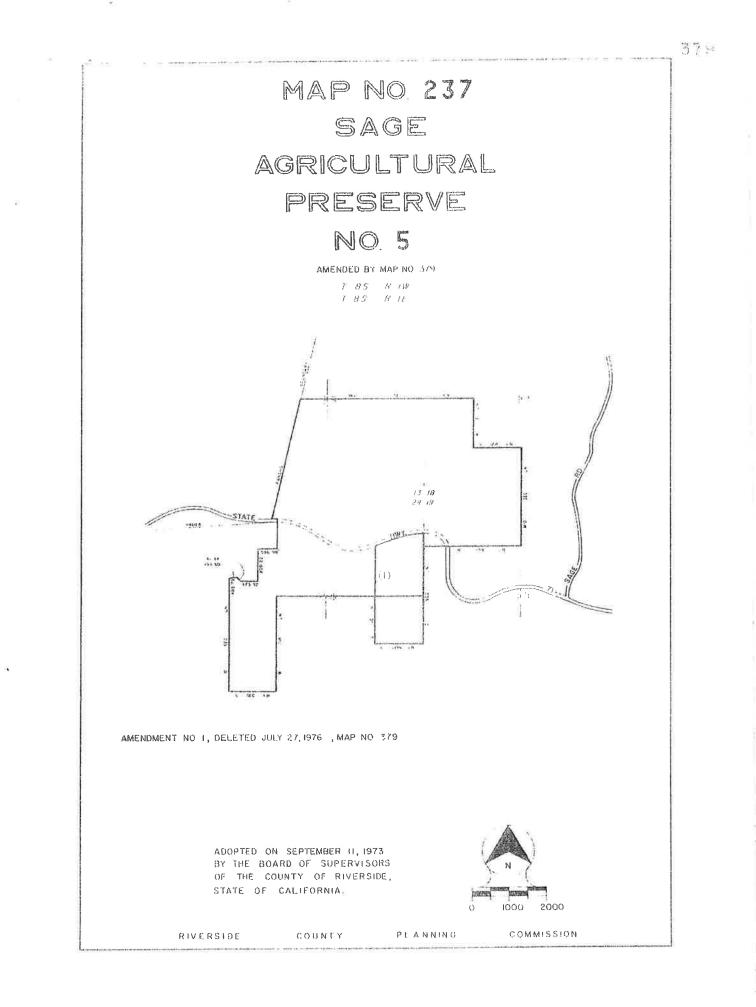
Government Lot 3 in Section 19, Township 8 South, Range 1 East, San Bernardino Base and Meridian, s shown by United States Government Survey.

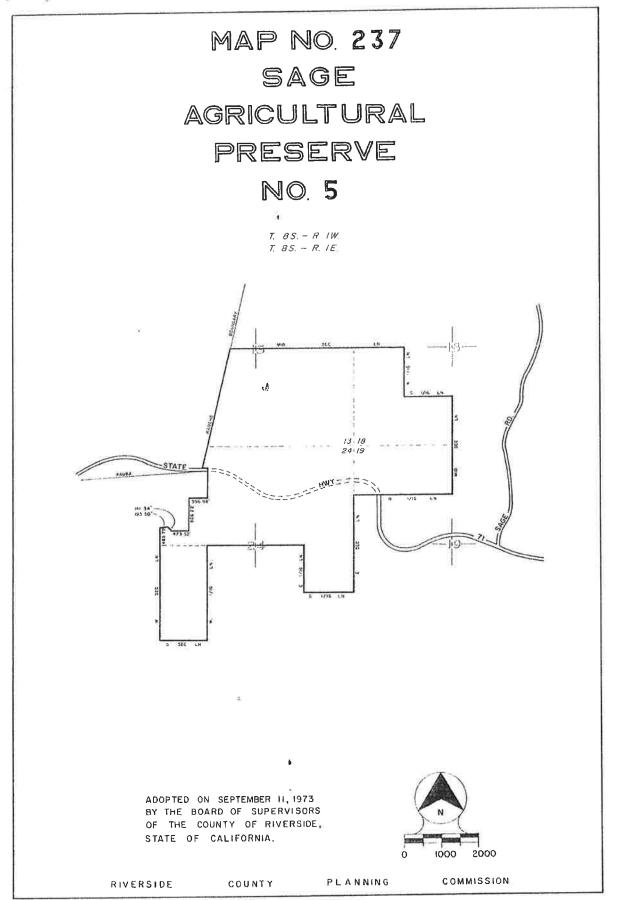
Parcel 4: (Assessor's Parcel No: Portion of 917-170-003)

That portion of Government Lot 1 in fractional Section 24, Township 8, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey Maps, approved September 16, 1880 and March 13, 1890, lying Northerly of that portion conveyed to the County of Riverside for road purposes by deed recorded July 6, 1932 in Book 82, Page 102 of Official Records, Riverside County Records.

Said property is also shown on licensed land surveyor's map on file in Book 10, Page 33 and in Book 12, Page 71 respectively of Record of Survey, Riverside County, Records.









RIVERSIDE COUNTY PLANNING DEPARTMENT

Steve Weiss, AICP Planning Director

DATE: March 5, 2015

TO: Clerk of the Board of Supervisors

FROM: Planning Department - Riverside Office

SUBJECT: Execution of Land Conservation Contract for Sage Agricultural Preserve No. 5, Map No. 635 - Case No. AGN00167

(Charge your time to these case numbers)

The attached item(s) require the following action(s) by the Board of Supervisors:

	Place on Administrative Action (Receive & File; EOT)		Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
	Labels provided If Set For Hearing		Publish in Newspaper:
	🗌 10 Day 🔲 20 Day 🔲 30 day	**	*SELECT Advertisement**
	Place on Consent Calendar		**SELECT CEQA Determination**
\times	Place on Policy Calendar (Resolutions; Ordinances; PNC)		🔲 10 Day 🔛 20 Day 🔄 30 day
	Place on Section Initiation Proceeding (GPIP)		Notify Property Owners (app/agencies/property owner labels provided)
		Con	itroversial: 🗌 YES 🖾 NO

Any questions contact Larry Ross at 951-955-9294 or LROSS@RCTLMA.ORG

Riverside Office · 4080 Lemon Street, 12th Floor P.O. Box 1409, Riverside, California 92502-1409 (951) 955-3200 · Fax (951) 955-1811 Desert Office • 77-588 Duna Court, Suite H Palm Desert, California 92211 (760) 863-8277 • Fax (760) 863-7040

"Planning Our Future... Preserving Our Past"

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



SUBMITTAL DATE: February 5, 2015

FROM: TLMA – Planning Department

SUBJECT: Execution of Land Conservation Contract for Sage Agricultural Preserve No. 5, Map No. 635 – Case No. AGN00167 – Owner: Twin Legacy, LLC – Third Supervisorial District – Aguanga Zoning Area and Rancho California Zoning Area – Southwest and REMAP Area Plans - 522.89 Acres. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. <u>APPROVE</u> and <u>AUTHORIZE</u> the Chairman of the Board of Supervisors to execute the attached land conservation contract for real property located within the Sage Agricultural Preserve No. 5, Map No. 635, based on the findings and conclusions set forth herein; and
- 2. <u>DIRECT</u> the Clerk of the Board of Supervisors to record the contract with the Office of the County Recorder.

FINDINGS:

FORM APPROVED COUNTY COUNSE

PRIAMOS

13

1. The subject property is located northerly of Highway 79, westerly of Sage Road, and easterly of Vale Lake Road.

(continued on next page)

Juan C. Perez

Steve Weiss, AICP Planning Director

For Fiscal Year:

N/A

TLMA Director SW:lr			
FINANCIAL DATA	Current Fisca	l Year:	Next Fiscal
C08T	c	NI/A	¢

FINANCIAL DATA	Curr	rent Fiscal Year:	Next Fiscal Year	:	Total Cost:		On	igoing Cost:	POLICY/C (per Exec	
COST	\$	N/A	\$	N/A	\$	N/A	\$	N/A	Concept []	Boliov 🗂
NET COUNTY COST	\$	N/A	\$	N/A	\$	N/A	\$	N/A	Consent 🗆	
SOURCE OF FUN	DS:	Deposit bas	sed funds.					Budget Adjustn	nent: N/A	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Positions Adde	Change Order
A-30	4/5 Vote

σ

Findings (continued)

- A previous owner of the property entered into a Land Conservation Contract with the County which included the subject property and which was recorded on December 11, 1973, as Instrument No. 159-900, with an agreement date of January 1, 1974.
- 3. Subsequently, a notice of nonrenewal was filed on the subject property which was recorded on June 2, 1987 as Instrument No. 153903. This notice caused the present contract as it applies to the subject property to expire on January 1, 1994.
- 4. The current owner of the subject property, Twin Legacy, LLC, has requested to enter into a new contract as provided for in the County's Rules and Regulations Governing Agricultural Preserves.
- 5. There are no cities within one mile of the subject property and it currently meets all size, zoning, and use requirements necessary to be placed under a new contract.
- 6. The land is eligible to be under contract because it is within the approved and existing Sage Agricultural Preserve No. 5, Map No. 635 and the land is devoted to seasonal crops, which are eligible agricultural uses to be the subject of a land conservation contract between the County and the landowner..

Conclusion:

- 1. The execution of this land conservation contract is consistent with the provisions of the Land Conservation Act of 1965 and the Rules and Regulations Governing Agricultural Preserves in Riverside County as adopted by the Board of Supervisors.
- 2. The execution of this contract is consistent with the Riverside County General Plan.

Impact on Citizens and Businesses

None. The proposed action is the re-instatement of a contract within an existing agricultural preserve to allow the property owner to benefit from reduced property taxes in exchange for keeping that property under agricultural use.

ATTACHMENTS :

A. Land Conservation Contract between Riverside County and Twin Legacy, LLC(3 copies)

B. Notice of Non-Renewal related to subject property

Riverside count LANNING DEPARTNE PLEASE SUBMIT THIS FORM TO THE PLANNING Recorded at the request of, and DEPARTMENT WITH A \$25.00 FILING FEED be returned to: Riverside County Planning Departmet Clerk of the Board of Supervisor MAY 28 1987 4080 Lemon Street, Ninth Floor 4080 Lemon Street, 14th Floor Riverside, CA 92501 Riverside, CA 92501 RIVERSIDE UUUNTY PLANNING DEPARTMENT CC: Planning Department NOTICE OF NON-RENEWAL NOTICE IS HEREBY GIVEN pursuant to Section 51245 of the California Government Code that the undersigned, being all of the owners of the affected real property, elect not to renew Land Conservation Contract or Agreement dated 1 - 1 - 74and recorded on 12 - 11 - 73_____, as Instrument No. 159-900 _ in the Office of the County Recorder of Riverside County, California. The real property affected SAGE this notice is located in the Agricultural Preserve No. 5 Map No. 2 OFFICIAL SEAL SIE ROSE M. KIRCHOEF NOTARY PUBLIC-CALIFORNIA 22/ Dated: PRINCIPAL OFFICE IN RIVERSIDE COUNTY STATE OF CALIFORNIA My Commission Expires Sept. 30, 1988 COUNTY OF KILL 0n 22 before me personally appeared ARAN Owner(s Mailing Address: 38940 ASED dE ORO known to me to be the person 5 MURRIF HA CA. 92362 whose name 5 - * all subscribed to the within instrument and Code Area and parcel number(s) of land affected: 917-050-006-2 acknowledged that (917-160-002-8)(917-160004-0) executed the same. (917-170-003-0) (917-170-008-5) 917-170-009-6) (917-170-010-6) 917-290-001-9) (917-290-002-0) Notary Public 917-170-011-71(583-020-002-4) 4080 LEMON STREET, 9TH FLOOR

4080 LEMON STREET, 9[™] FLOOF RIVERSIDE, CALIFORNIA 92501 (714) 787-6181 PD 83-26

46-209 OASIS STREET, ROOM 304 INDIO, CALIFORNIA 92207 (619) 342-8277 ACCEIVED MIVENSIDE COUNTY CLERK/BOARG OF SUPERVISORS

Lm/ PM 2: 46 1387 MAY 28

Millin County, Canton

JUN - 2 1987

AT BOD O'CLOCK ALK

RECEIVED FOR RECORD

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SECTIVED FOLLARDE DEURATION

1987 JUN - 8

PH 12: 58

RECORDING REQUESTED BY RIVERSIDE COUNTY

THIS AREA FOR RECORDER'S USE ONLY

When recorded, return to:

Stop #1010 Clerk of the Board of Supervisors Riverside CA, 1st Floor

No fee, 6103 Government Code

LAND CONSERVATION CONTRACT

COUNTY OF RIVERSIDE, herein called "County," and Twin Legacy, LLC a Nevada limited liability company

herein called "Owner," mutually agree:

- This contract is made pursuant to the California Land Conservation Act of 1965 (Government Code, Section 51200, et seq.) and affects the real property described in Exhibit "A" attached hereto and made a part of this contract, which lies within the <u>Sage</u> Agricultural Preserve No. <u>5</u>, Map No. <u>635</u>.
- 2. This contract shall take effect on January 1, 2015, and shall remain in effect for an initial term of 10 years.
- 3. On each anniversary date of this contract, one year shall be added to the initial term unless notice of non-renewal shall be given as provided in Section 51245 of the Government Code. Any notice of non-renewal referring to this contract shall be recorded by the County in the office of the County Recorder whenever the contract is not renewed.
- 4. This contract may be canceled only in accordance with Section 51280, et seq., of the Government Code relating to cancellation, as now written or hereafter amended.
- 5. When any portion of land subject to this contract is acquired by condemnation of the fee title, or by purchase in lieu thereof, for a public improvement, this contract shall become null and void thereafter as to such portion, and may be amended to correctly reflect the description of any portion not so acquired.
- 6. In consideration of the execution hereof by County, and the execution by County and other owners within the preserve of similar contracts, the Owner, during the term of this contract, including any renewal period, agrees to use the described land only for agricultural uses and such compatible uses as are permitted by or pursuant to the Uniform Rules established for the administration of agricultural preserves by Riverside County Ordinance Number No. 509. Said Uniform Rules are by this reference incorporated in and made a part of this contract.
- 7. In consideration of the execution hereof by the Owner and the execution of similar contracts by other property owners within the same agricultural preserve, County agrees not to authorize uses, other than uses permitted by or pursuant to said Uniform Rules, within said agricultural preserve, during the term of this contract or any renewal thereof. Nothing herein shall prohibit a change of boundaries of said agricultural preserve to omit lands not subject to such contract or to include additional lands.
- 8. Any notice to be given to the Owner pursuant to this contract or said Uniform Rules may be sent by U.S. Mail addressed to the Owner at the address shown below the signature of the Owner. Like notices to County may be sent by U.S. Mail addressed to Clerk, Board of Supervisors, P.O. Box 1010, Riverside, CA 92502-1010. Either party may change such address by notice to the other.

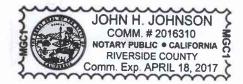
9. This contract shall constitute a covenant running with the land herein described, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. This contract may be enforced by either party or by any owner of land within the same agricultural preserve which is subject to a similar contract.

Dated as of: January 1,	STATE OF CALIFORNIA COUNTY OF RIVERSIDE
ATTEST: Clerk of the Riverside County Board of Supervisors	BY Chairman, Board of Supervisors
By (Seal) Deputy	FORM APPROVED COUNTY COUNSEL
OWNER(S) SIGNAT	URE AND ADDRESS
Owner:	
Owner:	
Owner:	
Owner:	
Mailing Address: 41750 Hwy 79, Ar	UANGA, CA 92536
NOTARY ACKN	IOWLEDGMENT
A notary public or other officer completing this certificate verifies only the ic attached, and not the truthfulness, accuracy, or validity of that document.	dentity of the individual who signed the document to which this certificate is
STATE OF CALIFORNIA	
COUNTY OF RIVERSIDE)	
On 1-14-2015 before me, JOHN	(Name and Title of officer)
(Date) personally appeared	<, who
proved to me on the basis of satisfactory evidence to b	(Name(s) of signer(s)) e the person(s) whose name(s) is/are subscribed to the

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 {SEAL} Notary Public



Page 2 of 2

File No: 614674525

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (Assessor's Parcel No: 917-050-006 and portion of 917-170-003)

Government Lots 7, 8, 9, 10, 11 and 12 in Fractional Section 13, Township 8 South, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey;

Also all that portion of the Northeast Quarter and the East half of the Northwest Quarter of Section 24, Township 8 South, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey, lying Northerly of the following described line:

Beginning on the West line of said East half of the Northwest Quarter at its intersection with the Southerly line of a certain easement for public highway and public utility purposes, over a Parcel of land 80 feet, in width, conveyed to the County of Riverside by deed recorded June 21, 1932 in Book 80, Page 264 of Official Records Riverside County Records.

Thence North 86°17'30" East, on said Southerly line to the beginning of a curve to the right with a radius of 1960 feet;

Thence on said Southerly line and on said curve to the right, to a point on the Northwesterly line of that certain Parcel of land granted to the State of California, by deed recorded September 26, 1935 in Book 254, Page 285 of Official Records, Riverside County Records;

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Thence South 61°01' East 1188.20 feet;

Thence North 58°20' East, 277.23 feet;

Thence North 87°05' East, 913.86 feet;

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Excepting therefrom an easement for public roadway and public utility purposes over the Parcel of land 80 feet in width, conveyed to the County of Riverside by the above mentioned deed;

Also excepting therefrom the portion granted to the State of California, by the above mentioned deed:

Also excepting from all of said property an easement in favor of the public over any other portion thereof included in public roads;

Said property is also shown on licensed land surveyor's map on file in Book 10, Page 33 of Record of Survey on file in Book 12, Page 71, respectively of Record of Survey, Riverside County Records.

CLTA Preliminary Report Form – Modified (11-17-06)

Parcel 2: (Assessor's Parcel No: 917-290-002 and portion of 917-290-001)

Government Lot 1 and the Northeast Quarter of the Northwest Quarter of fractional Section 19, Township 8 South, Range 1 East, and Government Lot 4 and the Southeast Quarter of the Southwest Quarter of fractional Section 18, Township 8 South, Range 1 East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Excepting therefrom that portion lying Southerly of the Parcel conveyed to the County of Riverside by deed recorded April 5, 1932 in Book 72, Page 189 of Official Records, Riverside County Records.

Said property is also shown on Record of Survey on file in Book 10, Page 33 and in Book 11, Page 19, respectively of Record of Survey, Riverside County Records.

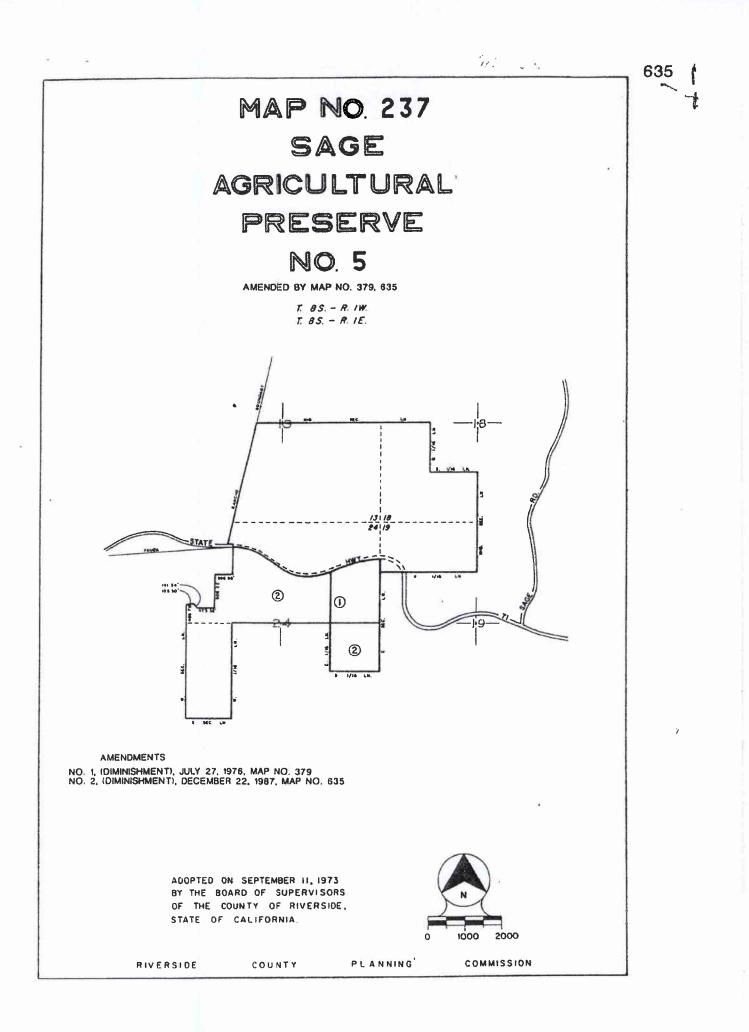
Parcel 3: (Assessor's Parcel No: Portion 917-290-001)

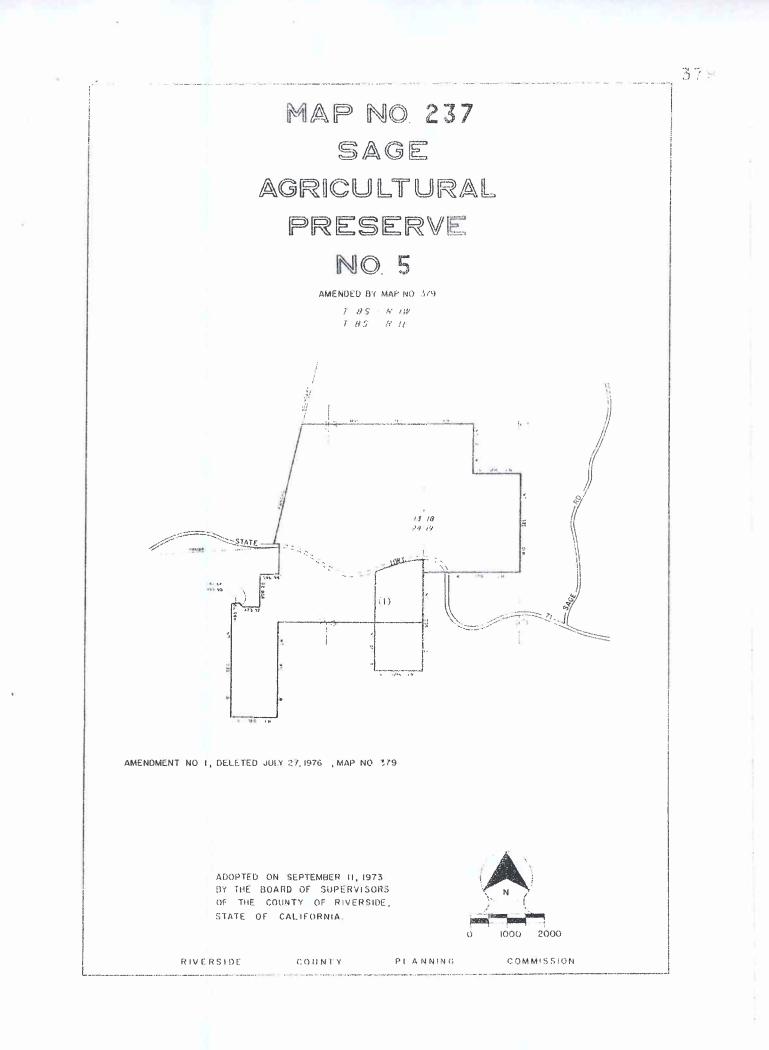
Government Lot 3 in Section 19, Township 8 South, Range 1 East, San Bernardino Base and Meridian, s shown by United States Government Survey.

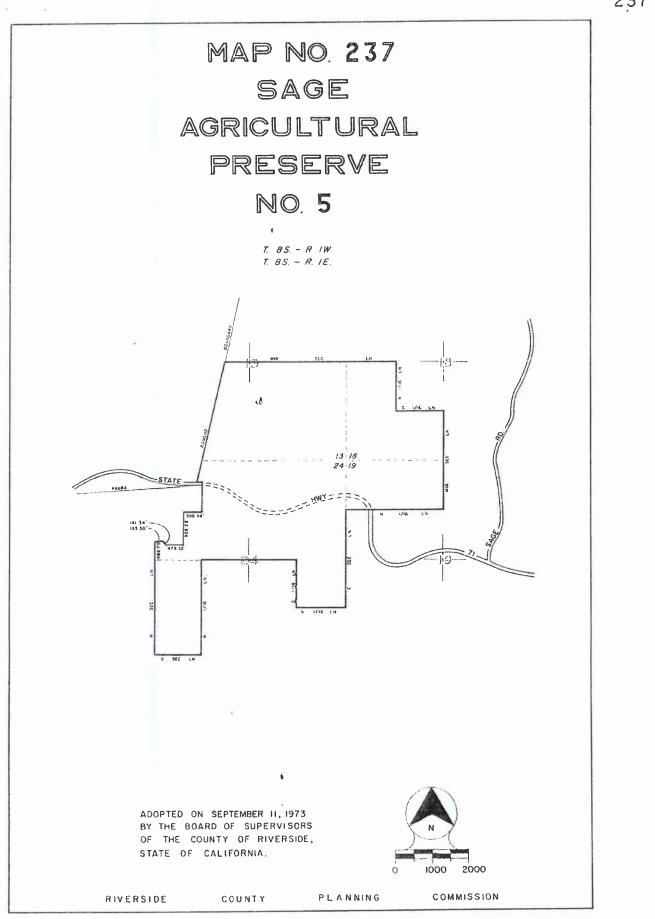
Parcel 4: (Assessor's Parcel No: Portion of 917-170-003)

That portion of Government Lot 1 in fractional Section 24, Township 8, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey Maps, approved September 16, 1880 and March 13, 1890, lying Northerly of that portion conveyed to the County of Riverside for road purposes by deed recorded July 6, 1932 in Book 82, Page 102 of Official Records, Riverside County Records.

Said property is also shown on licensed land surveyor's map on file in Book 10, Page 33 and in Book 12, Page 71 respectively of Record of Survey, Riverside County, Records.







RECORDING REQUESTED BY RIVERSIDE COUNTY

When recorded, return to:

Stop #1010 Clerk of the Board of Supervisors Riverside CA, 1st Floor

No fee, 6103 Government Code

LAND CONSERVATION CONTRACT

COUNTY OF RIVERSIDE, herein called "County," and Twin Legacy, LLC a Nevada limited liability company

herein called "Owner," mutually agree:

- This contract is made pursuant to the California Land Conservation Act of 1965 (Government Code, Section 51200, et seq.) and affects the real property described in Exhibit "A" attached hereto and made a part of this contract, which lies within the <u>Sage</u> Agricultural Preserve No. <u>5</u>, Map No. <u>635</u>.
- 2. This contract shall take effect on January 1, 2015, and shall remain in effect for an initial term of 10 years.
- 3. On each anniversary date of this contract, one year shall be added to the initial term unless notice of nonrenewal shall be given as provided in Section 51245 of the Government Code. Any notice of non-renewal referring to this contract shall be recorded by the County in the office of the County Recorder whenever the contract is not renewed.
- 4. This contract may be canceled only in accordance with Section 51280, et seq., of the Government Code relating to cancellation, as now written or hereafter amended.
- 5. When any portion of land subject to this contract is acquired by condemnation of the fee title, or by purchase in lieu thereof, for a public improvement, this contract shall become null and void thereafter as to such portion, and may be amended to correctly reflect the description of any portion not so acquired.
- 6. In consideration of the execution hereof by County, and the execution by County and other owners within the preserve of similar contracts, the Owner, during the term of this contract, including any renewal period, agrees to use the described land only for agricultural uses and such compatible uses as are permitted by or pursuant to the Uniform Rules established for the administration of agricultural preserves by Riverside County Ordinance Number No. 509. Said Uniform Rules are by this reference incorporated in and made a part of this contract.
- 7. In consideration of the execution hereof by the Owner and the execution of similar contracts by other property owners within the same agricultural preserve, County agrees not to authorize uses, other than uses permitted by or pursuant to said Uniform Rules, within said agricultural preserve, during the term of this contract or any renewal thereof. Nothing herein shall prohibit a change of boundaries of said agricultural preserve to omit lands not subject to such contract or to include additional lands.
- 8. Any notice to be given to the Owner pursuant to this contract or said Uniform Rules may be sent by U.S. Mail addressed to the Owner at the address shown below the signature of the Owner. Like notices to County may be sent by U.S. Mail addressed to Clerk, Board of Supervisors, P.O. Box 1010, Riverside, CA 92502-1010. Either party may change such address by notice to the other.

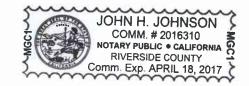
9. This contract shall constitute a covenant running with the land herein described, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. This contract may be enforced by either party or by any owner of land within the same agricultural preserve which is subject to a similar contract.

Dated as of: January 1, STATE OF CALIFORNIA COUNTY OF RIVERSIDE
ATTEST: BY Clerk of the Riverside County Board of Supervisors Chairman, Board of Supervisors
By (Seal) Deputy Deputy
Owner:
Owner:
Owner:
Owner:
Mailing Address: 4/750 Hwy 79, AGUMGL, CA 92536
NOTARY ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA)
COUNTY OF <u>BUUGRESIDE</u>)
On <u>1-14-2015</u> before me, <u>JOHN</u> <u>H</u> , <u>JOHNGON</u> , <u>NOTREY</u> <u>PUBLIC</u> , (Date) (Name and Title of officer)
personally appeared ROBERT J. YANUK, who
(Name(s) of signer(s))
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

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



{SEAL}

File No: 614674525

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1: (Assessor's Parcel No: 917-050-006 and portion of 917-170-003)

Government Lots 7, 8, 9, 10, 11 and 12 in Fractional Section 13, Township 8 South, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey;

Also all that portion of the Northeast Quarter and the East half of the Northwest Quarter of Section 24, Township 8 South, Range 1 West, San Bernardino Base and Meridian, as shown by United States Government Survey, lying Northerly of the following described line:

Beginning on the West line of said East half of the Northwest Quarter at its intersection with the Southerly line of a certain easement for public highway and public utility purposes, over a Parcel of land 80 feet, in width, conveyed to the County of Riverside by deed recorded June 21, 1932 in Book 80, Page 264 of Official Records Riverside County Records.

Thence North 86°17'30" East, on said Southerly line to the beginning of a curve to the right with a radius of 1960 feet;

Thence on said Southerly line and on said curve to the right, to a point on the Northwesterly line of that certain Parcel of land granted to the State of California, by deed recorded September 26, 1935 in Book 254, Page 285 of Official Records, Riverside County Records;

Thence South 25°58'10" West, on said Westerly line, 60 feet;

Thence on a curve to the right with a radius of 1900 feet through an angle of 03°00'50" a distance of 99.95 feet;

Thence South 61°01' East 1188.20 feet;

Thence North 58°20' East, 277.23 feet;

Thence North 87°05' East, 913.86 feet;

Thence on a curve to the right, with a radius of 700 feet through an angle of 14°10'21" a distance of 173.15 feet to a point on the East line of said Northeast Quarter, distant South 00°07'30" West, 1294.09 feet from the Northeast corner thereof; said last five courses and distances following along the Southerly line of said Parcel of land so conveyed to the State of California.

Excepting therefrom an easement for public roadway and public utility purposes over the Parcel of land 80 feet in width, conveyed to the County of Riverside by the above mentioned deed;

Also excepting therefrom the portion granted to the State of California, by the above mentioned deed:

Also excepting from all of said property an easement in favor of the public over any other portion thereof included in public roads;

Said property is also shown on licensed land surveyor's map on file in Book 10, Page 33 of Record of Survey on file in Book 12, Page 71, respectively of Record of Survey, Riverside County Records.

CLTA Preliminary Report Form – Modified (11-17-06)

Parcel 2: (Assessor's Parcel No: 917-290-002 and portion of 917-290-001)

Government Lot 1 and the Northeast Quarter of the Northwest Quarter of fractional Section 19, Township 8 South, Range 1 East, and Government Lot 4 and the Southeast Quarter of the Southwest Quarter of fractional Section 18, Township 8 South, Range 1 East, San Bernardino Base and Meridian, as shown by United States Government Survey.

Excepting therefrom that portion lying Southerly of the Parcel conveyed to the County of Riverside by deed recorded April 5, 1932 in Book 72, Page 189 of Official Records, Riverside County Records.

Said property is also shown on Record of Survey on file in Book 10, Page 33 and in Book 11, Page 19, respectively of Record of Survey, Riverside County Records.

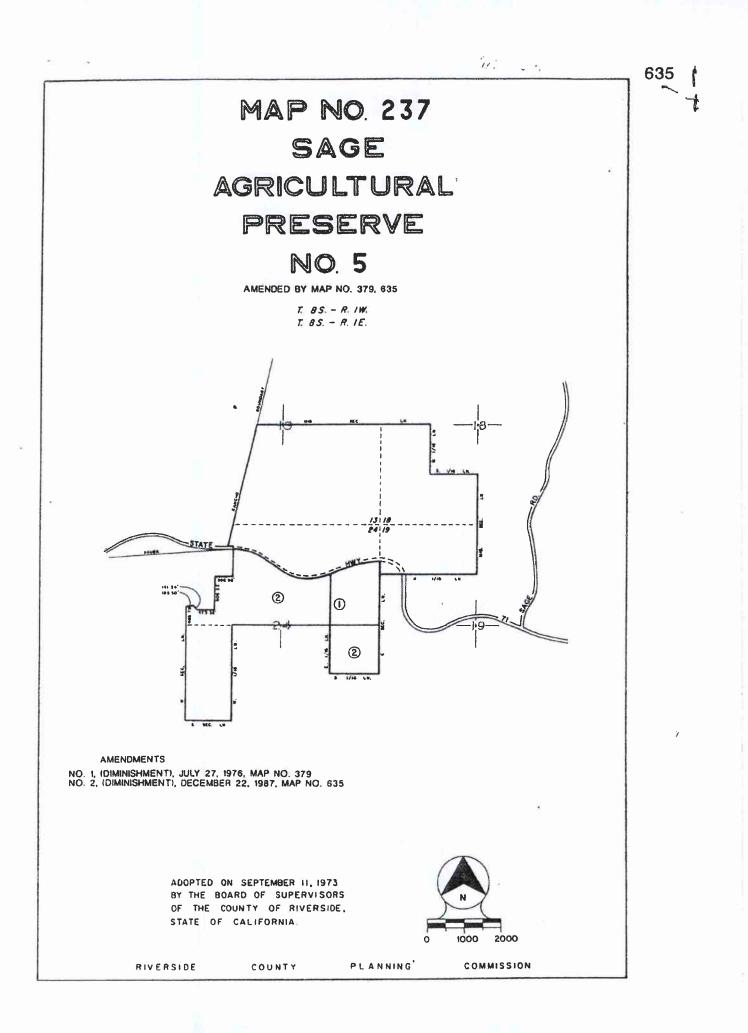
Parcel 3: (Assessor's Parcel No: Portion 917-290-001)

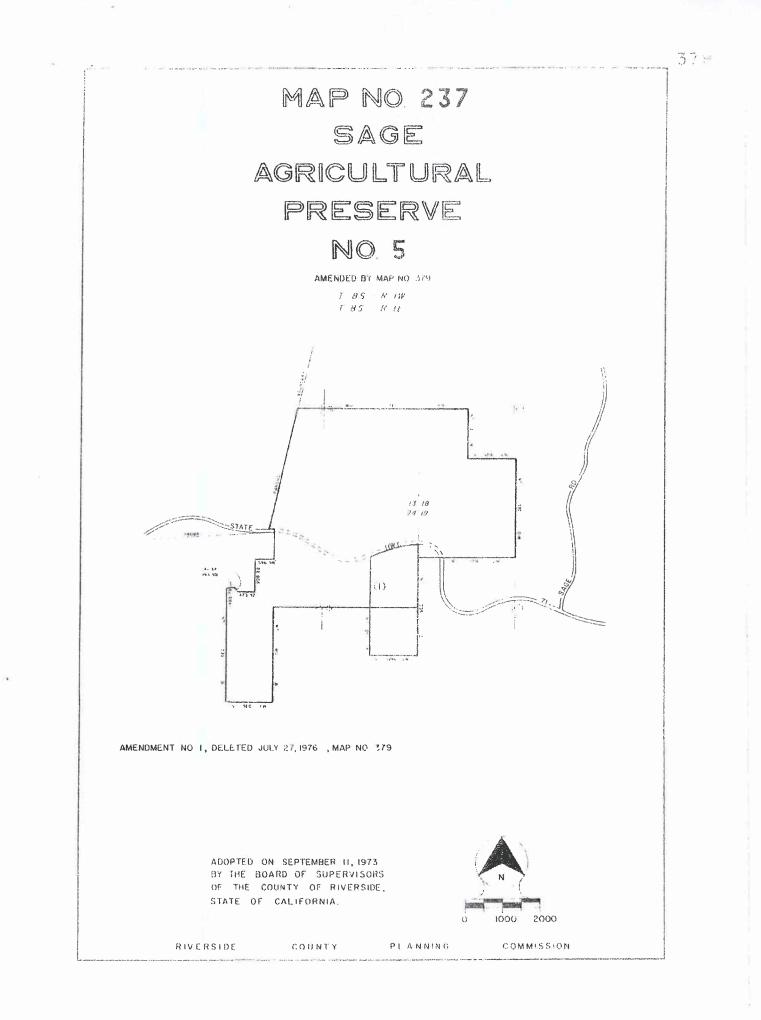
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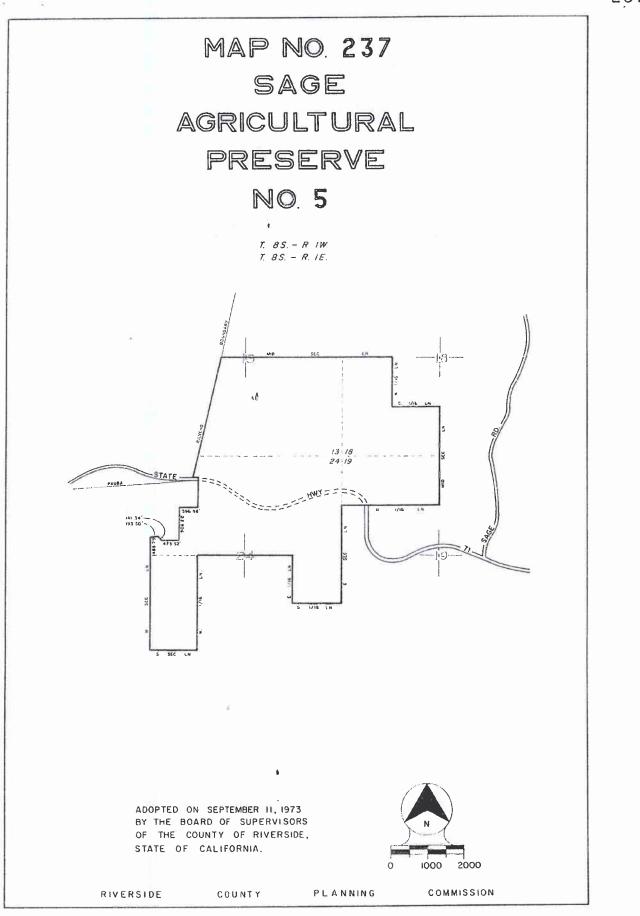
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When recorded, return to:

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No fee, 6103 Government Code

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- 6. In consideration of the execution hereof by County, and the execution by County and other owners within the preserve of similar contracts, the Owner, during the term of this contract, including any renewal period, agrees to use the described land only for agricultural uses and such compatible uses as are permitted by or pursuant to the Uniform Rules established for the administration of agricultural preserves by Riverside County Ordinance Number No. 509. Said Uniform Rules are by this reference incorporated in and made a part of this contract.
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9. 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.

Dated as of: January 1,	STATE OF CALIFORNIA COUNTY OF RIVERSIDE
ATTEST: Clerk of the Riverside County Board of Supervisors	BY Chairman, Board of Supervisors
By (Seal) Deputy	FORM APPROVED COUNTY OUNSEL
12	URE AND ADDRESS
Owner:	
Owner:	
Mailing Address: 41750 HWY 79, Acoun	NGA, CA. 92536
NOTARY ACK	NOWLEDGMENT
A notary public or other officer completing this certificate verifies only the i attached, and not the truthfulness, accuracy, or validity of that document.	dentity of the individual who signed the document to which this certificate is
STATE OF CALIFORNIA COUNTY OF)
On <u>1-14-2015</u> before me, <u>JOKA</u>	(Name and Title of officer)
personally appeared ROBERT J. YMIK	, who
	(Name(s) of signer(s)) be the person(s) whose name(s) is/are subscribed to the

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	{SEAL}	JOHN H. JOHNSON COMM. # 2016310 Notary public • California Riverside Country Comm. Exp. APRil 18, 2017
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1

Page 2 of 2

File No: 614674525

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CLTA Preliminary Report Form - Modified (11-17-06)

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