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County of San Mateo  
Planning and Building Department

## CALIFORNIA LAND CONSERVATION CONTRACT (AMENDMENT)

On June 15, 2012, the County of San Mateo Planning and Building Department received a request from the property owner of APN 066-310-080 to amend the existing California Land Conservation Contract (File No. AP67-39) entered into on March 29, 1967 and recorded in Volume 5502, page 686.

This is an amendment to said contract between the County of San Mateo, a political subdivision of the State of California (the "County"), and Gary Jay Arata, Trust ("Owner").

### WITNESSETH:

WHEREAS, Owner is the Owner of certain real property in the County of San Mateo, which property is presently devoted to agricultural use and is described in Exhibit "A" attached hereto; and

WHEREAS, said property is located in an agricultural preserve that the County proposes to establish or has heretofore established; and

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

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

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. The within Agreement is made and entered into pursuant to the California Land Conservation Act of 1965.
2. During the term of this Agreement the above described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and certain compatible uses of the underlying land use designation and zoning of the parcel and subject to applicable permits, as follows: structures that are directly related to and compatible with agricultural use; residence buildings for such individuals as may be engaged in the management of said land, and their families; and agriculturally related seasonal visitor serving uses such as pony rides, hayrides, a farm animal petting zoo, a children's play area (including up to two inflatable play structures), a seasonally decorated barn, a farm-themed children's train ride, and a hay bale maze. Regardless of the applicability of permit requirements, any seasonal installation of compatible use structures and other materials on the parcel is subject to the timely approval by the Community Development Director of a site plan to ensure that annual agricultural productivity of the parcel is not substantially affected by seasonal activities. Nothing in this Agreement shall prohibit the use of the property as a farm education center pursuant to permits issued by the County so long as the farm continues to be dedicated to the production of agricultural commodities for commercial purposes. No structures shall be erected upon said land except such structures as may be directly related to and compatible with agricultural use, and residence buildings for such individuals as may be engaged in the management of said land, and their families.
3. In the event that an action in eminent domain for the condemnation of any land described herein is hereafter filed by any public agency, the within contract shall be null and void upon the filing of such action and shall not thereafter be binding on any party hereto.
4. This Agreement shall be effective commencing on the 28th day of August, 2012, and shall remain in effect for a period of ten (10) years therefrom.

This Agreement shall be automatically renewed at the end of each year for an additional ten (10) year period, unless notice of non-renewal is given as provided in Section 51245 of the California Government Code.

5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the

consideration for the execution of the within Agreement is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of any reduction in the assessed value of said property due to the imposition of the limitations on its use contained herein.

6. The within Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the parties hereto.
7. This Agreement may be canceled by mutual agreement of parties to the contract after a public hearing has been held in accordance with the provisions of Section 51284 of the Government Code. Upon such cancellation and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County an amount equal to fifty percent of the new assessed valuation of the property. If at the date of cancellation the Agreement has less than ten years to run, the amount due shall be reduced in proportion to the number of years that the Agreement would have remained in effect had it not been cancelled.

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

COUNTY OF SAN MATEO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Adrienne J. Tissier, President  
Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
John L. Maltbie  
County Manager/Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
John C. Beiers  
County Counsel

PROPERTY OWNER:

GARY JAY ARATA, TRUST

By: \_\_\_\_\_  
Gary Jay Arata, Trustee

Dated: \_\_\_\_\_

Exhibits:

A – Property Map and Description