

Created By: glautsen\Path: G:\Projects\Russian_Ridge\MindegoGatewayProject\MindegoAct.mxd

Exhibit A: Parcel Map

- Proposed Staging Area Location
- Proposed New Trail
- Mindego Williamson Act Contract Area (Expires 12/31/18)
- Proposed Commemorative Site Location
- Coastal Protection Area
- Silva/Kenyon Williamson Act Contract Area (Expires 12/31/20)

Midpeninsula Regional
Open Space District
April, 2012

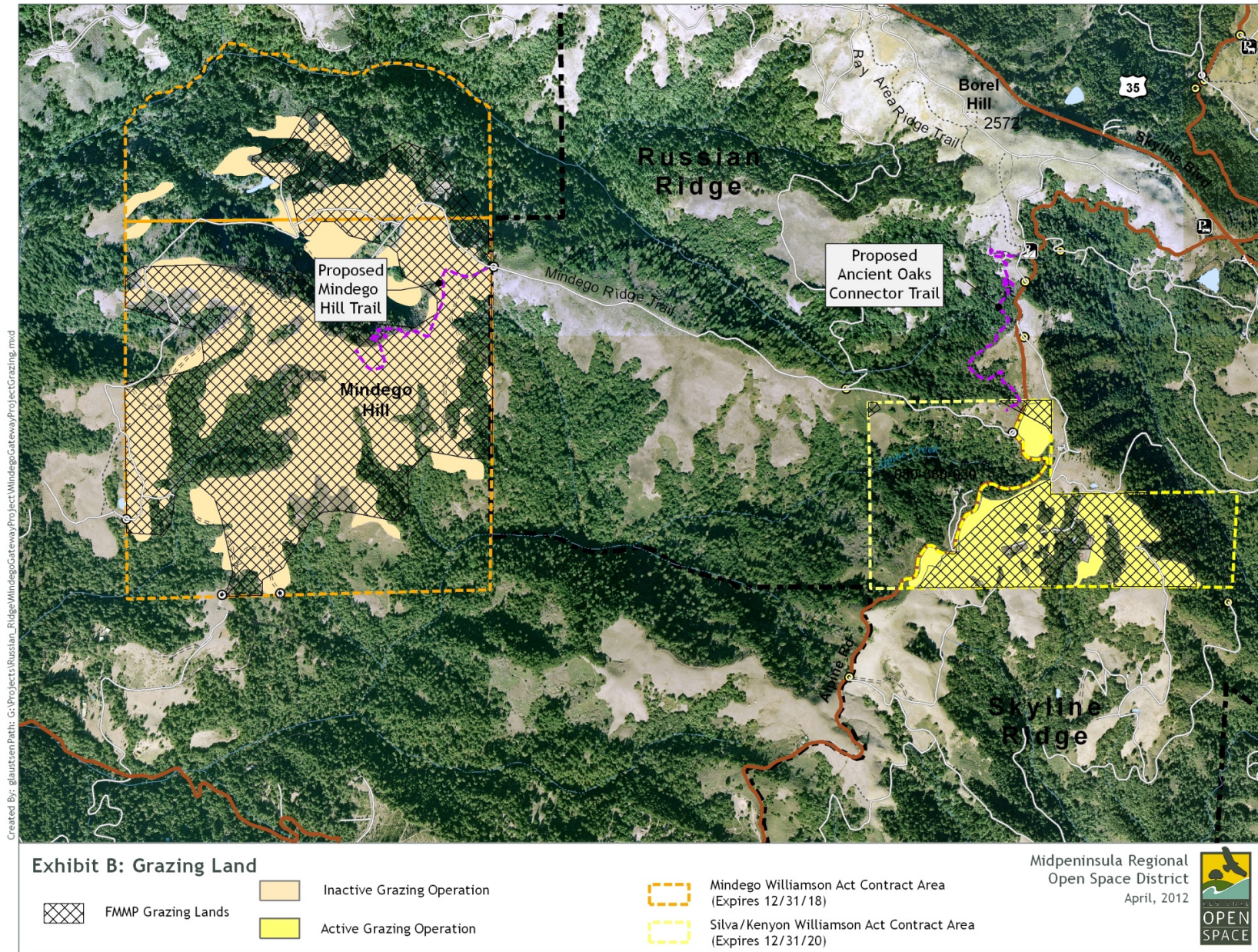


San Mateo County Board of Supervisors Meeting

Owner/Applicant:

Attachment: A

File Numbers:



San Mateo County Board of Supervisors Meeting

Owner/Applicant:

Attachment:

File Numbers:

VCL 5238 PAGE 633

9657AA

RECORDED AT NIDBARI W

Kent C. Swanson

Nov 15 4 12 PM 1966 District Attorney

OFFICE OF THE
SAN MATEO COUNTY
CLERK

Recd. 11/15/66

LAND CONSERVATION AGREEMENT

VCL 5238 PAGE 633

THIS AGREEMENT, made and entered into this 15 day of SEPTEMBER, 1966, by and between HARRIET MILLER FRANK KENYON, hereinafter referred to as "Owner", and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Owner is the owner of certain real property in the County of 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, aesthetic 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

DA-MEO:K
2/5/669645AA to 9656AA
manage

9657AA

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. 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 9th day of November, 1966, and shall remain in effect for a period of ten (10) years thereafter.

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 51243 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 agree

96574

96574

Vol 5238 Mex 635

ment of all 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.

Harriet Miller

Frank Canyon
"Owner"

COUNTY OF SAN MATEO

ATTEST:

By AC "Bud" Harris
PRO TEM Chairman, Board of Supervisors

John C. Reising
Clerk of said Board

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } ss
On September 17, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared Harriet Miller and Frank Canyon

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

WITNESS my hand and official seal.

Robert J. Costello
Robert J. Costello
Notary (Typed or Printed)

9851106



965746

5238 636

DESCRIPTION

All that certain real property situate in the County of San Mateo, State of California, described as follows:

The South one-half of the Southeast one-quarter and the Southwest one-quarter of Section 21, Township 7 South, Range 3 West, Mount Diablo Base and Meridian.

Very truly yours,

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

BY

WHAVER

2 April.
1 A.D.

IMPORTANT NOTICE

A lender or purchaser for his protection must:

- a. Inquire into the rights or claims of parties in possession, and possible encumbrances or other interests not of record.
- b. Examine and determine the exact boundaries and area of the property, the location of improvements, and have a survey made if necessary.
- c. Determine whether there are any taxable claims for labor done or materials furnished.
- d. Determine whether there are any pending proceedings for street or other improvements which may result in loss.
- e. Determine whether there are any state or local ordinance restrictions, or other governmental regulations affecting the property.

895121

EXHIBIT A

965704
IF

AMENDED LAND CONSERVATION AGREEMENT

THIS AMENDED AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between Midpeninsula Regional Open Space District, a public District formed pursuant to Article 3 of Division 5 of the California Public Resources Code, hereinafter referred to as "Owner", and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is the owner of certain real property in the County of San Mateo and commonly known as Assessor's Parcel Number 080-380-030 and 080-380-040, which property is ~~presently devoted to agricultural use and is described in Exhibit "A" attached hereto; and~~ WHEREAS, as said property is located in an agricultural preserve that the County proposes to establish or has heretofore established by a Land Conservation Contract (Contract) recorded November 15, 1966 between Harriet Miller; and Frank Kenyon, and the County of San Mateo, a copy of said Contract is attached as Exhibit "A" hereto; and

WHEREAS, both Owner and County desire to amend the Contract as provided for in section 51253 of the State of California's Government Code, to provide for Land Conservation Compatible uses to include open space and recreational use while maintaining~~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 ~~Agreement within contract~~, or any renewal thereof, continues to be~~is~~ for agricultural purposes, and compatible open space and recreational uses:

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

1. The within Agreement is made and entered into pursuant to the California Land Conservation Act (Act) of 1965, and all subsequent amendments to the Act, including specifically the 1969 Amendments as they address compatible uses 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 compatible open space and recreational uses such as low intensity public trails and their supporting facilities, no structures shall be erected upon said land except such structures as may be directly related to and compatible with these uses ~~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 be binding on any party hereto.

4. A Notice of Non-Renewal for the California Land Conservation Contract amended by this Agreement was recorded in San Mateo County Records as Document No. 2008-131697 on December 5, 2008. This amendment of the Agreement does not alter that status and expiration date.

~~4. This Agreement shall be effective commencing on the ___ day of _____, 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. As with the original 1966 Agreement, Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, ~~itis~~ 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. ~~This~~~~The within~~ Agreement shall continue to 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 all 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 twelve and half~~fifty~~ percent (12.5%) of the new assessed valuation of the property. If at the date of the cancelation, 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.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

Stephen E. Abbors, General Manager

"Owner"_____

ATTEST:

COUNTY OF SAN MATEO

Clerk of said Board

By _____

State of California

County of _____

| On _____, ~~201220~~ before me, _____, notary public,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
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 official seal.

SIGNATURE OF NOTARY

[SEAL]

RECORDER'S OFFICE
SAN MATEO COUNTY

5180-532 76450Z

VOL. 5180 PAGE 532

RECORDED IN RECORDS OF
KATH C. GORANSON
District Attorney

JUN 24 11 46 AM 1966

OFFICE OF THE
SAN MATEO COUNTY

Ruth H. Hines
San Mateo

LAND CONSERVATION AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day
of JUNE, 1966, by and between Arnold J. True
and Corinne A. True, hereinafter referred to as
"Owner", and the COUNTY OF SAN MATEO, 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 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 dis-
courage 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, aesthetic and economic asset to County; and

WHEREAS, the parties have ascertained that the most
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 sub-
stantial public benefits to be derived therefrom do hereby agree

Vol. 5180 Page 533

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. 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 23rd day of June, 1966, 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 agree-

VOL 5180 PAGE 534

ment of all 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.

[Signature]

Caroline A. Jones

"Owner"

COUNTY OF SAN MATEO

ATTEST:

By

Thomas C. Jones
Chairman, Board of Supervisors

[Signature]
Clerk of said Board

STATE OF CALIFORNIA

COUNTY OF SAN MATEO
ON *April 4, 1966* before me, the undersigned, a notary public in and for the State of California, personally appeared

Caroline A. Jones

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that *she* executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this *4th* day of *April*, 1966.

[Signature] NOTARY PUBLIC

[Signature] Notary Public for the State of California, Commission Expires *March 1, 1970*

RECORDER'S OFFICE
SAN MATEO COUNTY

5180 535

All that certain real property situate in the County of
San Mateo, State of California, described as follows:

All of Section 19 and all of that portion of the South 1/2 of
Section 18, lying south of the center line of Mindogo Creek,
all in Township 7 South, Range 3 West, Mount Diablo Base and
Meridian; and
The Northwest 1/4 of Section 21, Township 7 South, Range 4
West, Mount Diablo Base and Meridian.

TOGETHER WITH a right of way for road purposes over that portion
of the Northwest 1/4 of Section 21, now traversed by the road
leading from Alpine Road in the Southwest 1/4 of said Section 21,
in a general northwesterly direction, across the Southwest 1/4
and the Northwest 1/4 of said Section 21 to Section 20 and
continuing over and across said Section 20 to said Section 19.
(Said Sections 19, 20 and 21 being in Township 7 South, Range
3 West, Mount Diablo Base and Meridian).

AMENDED LAND CONSERVATION AGREEMENT

THIS AMENDED AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2012, by and between Midpeninsula Regional Open Space District, a public District formed pursuant to Article 3 of Division 5 of the California Public Resources Code, hereinafter referred to as “Owner”, and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, Owner is the owner of certain real property in the County of San Mateo and commonly known as Assessor’s Parcel Number 080-320-060 and 080-340-010 ~~(the portion of the contract pertaining to Parcel 083-310-060, which is zoned TPZ and therefore is no longer under contract pursuant to Government Code section 51246(b) Stats. 1976, eff. May 24, 1976, is not included in this amendment)~~, which property is ~~presently devoted to agricultural use and is described in Exhibit “A” attached hereto; and~~ WHEREAS, ~~as said property is~~ located in an agricultural preserve ~~that the County proposes to establish or has heretofore established~~ by a Land Conservation Contract (Contract) recorded June 24, 1966 between Arnold E. True; and Corinna A. True, and the County of San Mateo, a copy of said Contract is attached as Exhibit “A” hereto; and

WHEREAS, both Owner and County desire to amend the Contract as provided for in section 51253 of the State of California’s Government Code, to provide for Land Conservation Compatible uses to include open space and recreational use while maintaining ~~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 ~~Agreement within contract~~, or any renewal thereof, continues to be ~~is~~ for agricultural purposes, and compatible open space and recreational uses;

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

1. The within Agreement is made and entered into pursuant to the California Land Conservation Act (Act) of 1965, and all subsequent amendments to the Act, including specifically the 1969 Amendments as they address compatible uses 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 compatible open space and recreational uses such as low intensity public trails and their supporting facilities, no structures shall be erected upon said land except such structures as may be directly related to and compatible with these uses ~~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 be binding on any party hereto.

4. A Notice of Non-Renewal for the California Land Conservation Contract amended by this Agreement was recorded in San Mateo County Records as Document No. 2008-131697 on December 5, 2008. This amendment of the Agreement does not alter that status and expiration date.

~~4. As with the original 1966 Agreement, This Agreement shall be effective commencing on the ___ day of _____, 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. As with the original 1966 Agreement, Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it is 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. ~~This~~~~The within~~ Agreement shall continue to 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 all 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 twelve and half~~fifty~~ percent (12.5%) of the new assessed valuation of the property. If at the date of the cancelation, 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.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

Stephen E. Abbors, General Manager

“Owner”_____

ATTEST:

COUNTY OF SAN MATEO

Clerk of said Board

By _____

State of California

County of _____

| On _____, ~~2012~~²⁰before me, _____, notary public,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
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 official seal.

SIGNATURE OF NOTARY

[SEAL]

*Chronology of MROSD's Proposed Amendment to Williamson Act Contracts for
Mindego Gateway and Mindego Ranch Properties*
September 4, 2012

<u>Date</u>	<u>Action</u>
1966	- Project parcels are placed under Williamson Act contract by previous property owners. Approved contracts restrict uses on the properties to "the production of agricultural commodities for commercial purposes."
2009	- <i>Mindego Ranch Property</i> : At the applicant's request, the contract for the two project parcels was non-renewed by the Board of Supervisors in 2009, with the contract expiring in 2018.
2011	- <i>Mindego Gateway Property</i> : At the applicant's request, the contract was non-renewed by the Board of Supervisors in 2011. Contract expires in 2020.
December 2011	- Applicant submits applications for recreational improvements at both properties, including a 20-space asphalt-paved parking lot (PLN 2011-00372) and a commemorative site (PLN 2011-00354) at the Mindego Gateway property and a 3,970-foot pervious public trail for hiking and equestrian use at the Mindego Ranch property (PLN 2011-00384).
February 17, 2012	- Initial Study/Mitigated Negative Declaration (IS/MND), prepared by the applicant, analyzing potential environmental impacts of proposed improvements at the two properties and other properties, are released for a public review period from February 17, 2012 to March 19, 2012.
April 2012	- County staff determines that the proposed improvements conflict with the Williamson Act contracts for the properties, which only permit agricultural uses and residential uses accessory to agricultural use. County staff informs applicant that conflict must be resolved prior to further processing of applications for improvements.
May 17, 2012	- Applicant submits applications to amend Williamson Act contracts for both properties that will be applicable to the properties until contract expiration.

- | | |
|--------------------|--|
| May 22, 2012 | - Applicant submits Response to Comments document responding to comments received on the IS/MND and revising the IS/MND to include the proposed amendments to Williamson Act contracts for the properties. |
| June 4, 2012 | - Per a Memorandum of Understanding (MOU) between the two parties, the applicant consults with the San Mateo County Farm Bureau. |
| June 11, 2012 | - Project is reviewed, discussed, and continued by the Agricultural Advisory Committee to provide time for Planning staff to address legal questions (as described in Section A.2 of the staff report). |
| June 13, 2012 | - MROSD Board certifies IS/MND. |
| August 13, 2012 | - Project is reviewed by the Agricultural Advisory Committee along with a supplemental staff report from Planning staff responding to legal questions from the Committee from its June 11, 2012, meeting. The Committee recommends project approval by the Board of Supervisors. |
| September 11, 2012 | - Board of Supervisors' public hearing. |