

## 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 Numbers 080-380-030 and 080-380-040, which property is located in an agricultural preserve 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 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, or any renewal thereof, continues to be 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 therefrom 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.
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.
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. 2011-123242 on October 18, 2011. This amendment of the Agreement does not alter that status and expiration date.
5. As with the original 1966 Agreement, 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. This 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 cancelation 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 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 canceled.

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

COUNTY OF SAN MATEO

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

By: \_\_\_\_\_  
Stephen E. Abbors, General Manager