

# CALIFORNIA LAND CONSERVATION CONTRACT

NO. \_\_\_\_\_

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## FARMLAND SECURITY ZONE (FSZ/LCA) CONTRACT PROVIDING FOR A MINIMUM OF TWENTY (20) YEAR TERM FOR PARCEL 081-250-020

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THIS CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this DATE day of MONTH, YEAR, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Peninsula Open Space District (POST) or successors thereof, hereinafter referred to as "OWNER";

**WHEREAS**, the OWNER is the legal owner of certain real property herein referred to as the subject property situated in the County of San Mateo, State of California; and

**WHEREAS**, the subject property is described in EXHIBIT "A" which is made a part of this Contract; and

**WHEREAS**, the subject property is located in an Agricultural Preserve which has heretofore been established by the COUNTY and a map of which is on file with the Recorder of San Mateo County; and

**WHEREAS**, the OWNER and the COUNTY desire to limit the use of the subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

**WHEREAS**, the OWNER and the COUNTY recognize that agricultural land has definite public value as open space, that preservation of land in agricultural production will assure an adequate food supply and that such agricultural land constitutes an important social, aesthetic and economic asset to the people of the County and the State of California; and

**WHEREAS**, both the OWNER and the COUNTY intend that this Contract is and shall continue to be, through its initial term and any extension thereof, an enforceable restriction within the meaning of Section 8 of Article XIII of the State Constitution, and that this Contract shall thereby qualify as an enforceable restriction under the provisions of the California Revenue and Taxation Code, Section 422.

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

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT

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 California Government Code commencing with Section 51200), hereinafter referred to as the Act, and is subject to all provisions thereof, including any subsequent amendments thereto. This Contract is also made and entered into pursuant to Resolution 071565 (San Mateo County Land Conservation (Williamson) Act Uniform Rules and Procedures) of the Board of Supervisors of the County of San Mateo, and is subject to all of the provisions of said Resolution incorporated herein by reference, including any subsequent amendments thereto.

2. CONSIDERATION

It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by the COUNTY from the preservation of land in agricultural or compatible uses, and the advantage which will accrue to the OWNER as a result of the effect on the method of determining the assessed value of the subject property, including any reduction thereto due to the imposition of limitations on its use set forth in this Contract. Neither the COUNTY nor the OWNER shall receive any payment in consideration of the obligations imposed herein.

3. SUCCESSORS IN INTEREST

This Contract shall run with the land described herein and shall be binding upon and inure to the benefit of all successors in the interest of the OWNER. This Contract shall also be binding upon and inure to the benefit of any succeeding city or county acquiring jurisdiction over all or any portion of the subject property, except as provided in Section 51296 of the Act in the case of certain annexations to cities.

4. DIVISION OF SUBJECT PROPERTY

In the event the subject property is divided, the OWNER or successors thereof, as the case may be, agree as a condition of such division to execute such Contract or Contracts as will restrict any parcels created by said division to the same extent as the subject property is restricted by the Contract at the time of division. The COUNTY shall, as a condition of

approving the division of the subject property, require the execution of the Contracts provided for in this paragraph.

The OWNER of any parcel created by division of the subject property may exercise, independently of any other OWNER of a portion of the divided property, any of the rights of the OWNER executing this Contract, including the right to give notice of non-renewal as provided in Paragraph 8. The effect of any such action by an OWNER of a parcel created by a division of the subject property shall not be imputed to the owners of the remaining parcels and shall have no effect on the Contracts which apply to the remaining parcels of the divided land.

5. USE OF SUBJECT PROPERTY

During the term of this Contract, or any extensions thereof, the subject property shall not be used for any purpose other than the "Permitted Agricultural Uses" or "Compatible Uses" set forth in EXHIBITS "B" and "C". The OWNER shall be limited to these uses, except that if the ordinances, codes or regulations of the COUNTY are more restrictive as to the use of said property than is the Resolution, the ordinances, codes or regulations shall prevail.

6. ADDITIONAL USES

The Board of Supervisors of the COUNTY may from time to time during the term of this Contract or any extension thereof, by resolution, revise the lists of "Permitted Agricultural Uses" or "Compatible Uses" for the Agricultural Preserve in which the subject property is located; provided that said Board shall not eliminate any such permitted agricultural or compatible use during the term of this Contract or any extension thereof without the written consent of the OWNER or his successors in interest.

7. TERM

This Contract shall be effective on the date first written above, hereinafter the Anniversary Date, and shall remain in effect for a period of twenty (20) years therefrom. On each succeeding anniversary date, one (1) year shall automatically be added to the unexpired term unless notice of non-renewal is given as provided in Paragraph 8. If either party gives notice not to renew, it is understood and agreed that this Contract shall remain in effect for the unexpired term.

8. NOTICE OF NON-RENEWAL

If either the OWNER or the COUNTY desires in any year not to renew this Contract, that party shall serve written notice of non-renewal of the Contract

upon the other party in advance of the anniversary date. Unless such written notice is served by the OWNER at least ninety (90) days prior to the anniversary date or by the COUNTY at least sixty (60) days prior to the anniversary date, the Contract shall be considered renewed as provided in Paragraph 7. Upon receipt by the OWNER of a notice from the COUNTY of non-renewal, the OWNER may protest the non-renewal, provided such protest is made in writing and is filed with the Clerk of the Board of Supervisors of the COUNTY not later than thirty (30) days after receipt of said notice of non-renewal. The COUNTY may withdraw the notice of non-renewal at any time prior to the anniversary date. Upon request by the OWNER, the Board of the Supervisors of the COUNTY may authorize the OWNER to serve a notice of non-renewal on a portion of the subject property, provided that such notice is in accordance with the foregoing provisions of this paragraph.

9. ACTION IN EMINENT DOMAIN TO TAKE ALL OR PART OF THE SUBJECT PROPERTY

Upon the filing of an action in Eminent Domain by an agency or person specified in Section 51297.1 of the Government Code, for the condemnation of the fee title of all or a portion of the subject property or upon the acquisition of the fee in lieu of condemnation, this Contract shall be null and void as provided in said Section 51295.

10. ABANDONMENT OF ACTION IN EMINENT DOMAIN

In the event a condemnation suit is abandoned in whole or in part, or if funds are not provided to acquire the subject property in lieu of condemnation, the OWNER agrees to execute a new Contract for all of the subject property to have been taken or acquired, which Contract shall be identical to the Contract in effect at the time the suit was filed or on the date the land was to have been acquired, provided that: (1) a notice for non-renewal was not given by either party prior to the filing of suit or date the property was to have been acquired, and (2) the property at the time of said execution of a new Contract is within the boundaries of an Agricultural Preserve.

11. REMOVAL OF SUBJECT PROPERTY FROM AGRICULTURAL PRESERVE

In the event any proposal to disestablish or to alter the boundary of an Agricultural Preserve will remove the subject property from such a Preserve, the Board of Supervisors of the COUNTY shall furnish such notice of the proposed alteration or disestablishment to the OWNER as required by Section 51232 of the Act. Removal of any of the property from the Agricultural Preserve in which the subject property is located shall be the equivalent of notice of non-renewal, as provided in Paragraph 8, at least

sixty (60) days prior to the anniversary date following the removal. The COUNTY shall record the notice of non-renewal in the Office of the Recorder of the COUNTY, as required by Paragraph 13 herein; however, the OWNER agrees that a failure of the COUNTY to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. INFORMATION TO COUNTY

The OWNER shall furnish the COUNTY with such information as the COUNTY may require in order to enable it to determine the value of the subject property for assessment purposes and the eligibility of the subject property under the provisions of the Act.

13. RECORDING OF DOCUMENTS

In the event of the termination of this Contract with respect to any part of the subject property, the COUNTY shall record the documents evidencing such termination with the Recorder of the COUNTY.

14. ENFORCEMENT OF CONTRACT

Any conveyance, contract, or authorization (whether written or oral) by the OWNER, or his successors in interest, which would permit use of the subject property contrary to the terms of this Contract or the rules of the Agricultural Preserve in which the subject property is located, will be deemed a breach of this Contract. The COUNTY may bring any action in court necessary to enforce this Contract including, but not limited to, an action to enforce the Contract by specific performance or injunction. It is understood and agreed that the enforcement proceedings provided in this paragraph are not exclusive and that both the OWNER and the COUNTY may pursue their legal and equitable remedies.

15. CANCELLATION

This FSZ/LCA Contract may be cancelled as to all or a part of the subject property only upon the petition of the OWNER to the COUNTY, and after a public hearing has been held and notice thereof given as required by Section 51297 of the Government Code. The Board of Supervisors of the COUNTY may approve cancellation only as provided by Article 7 of the Act.

16. SEVERABILITY

It is understood and agreed by the parties hereto that if any of these provisions shall contravene or be invalid under any law, such contravention or invalidity shall not invalidate the whole Contract, but is shall be construed as if not containing that particular provision or provisions held to be invalid,

and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

17. ASSESSMENT INFORMATION

OWNER agrees to provide COUNTY, upon request, with all information concerning OWNER'S agricultural, recreational or open space and compatible activities upon the subject property, including but not limited to, income derived in the course of OWNER's agricultural pursuits in relation to the subject property. Said information will be necessary to implement the assessment process, pursuant to the California Land Conservation Act of 1965 (as amended) and the San Mateo County Land Conservation Act Uniform Rules and Procedures (as amended).

18. CONTRACT SUBJECT TO EXERCISE OF POLICE POWER

Nothing in this Contract shall limit or supersede the planning, zoning, health, safety and other police powers of the COUNTY, and the right of the COUNTY to exercise such powers with regard to the subject property.

19. EXCULPATORY CLAUSE

The OWNER shall hold the COUNTY harmless from any demand, claim, cause of action or action for damages involving the OWNER'S interest or rights in and to the real property described herein. Person or persons signing this Contract represent that they are OWNERS of the real property entitled to and possessing the authority to enter into this Contract and to bind the real property in accordance with this Contract.

20. COSTS OF LITIGATION

In case the COUNTY shall, without any fault on its part, be made a party to any litigation commenced by or against OWNER, the OWNER shall and will pay all costs together with reasonable attorney's fees incurred by or imposed upon COUNTY by or in connection with such litigation; further, OWNER shall and will pay all costs and reasonable attorney's fees which may be incurred or paid by COUNTY in enforcing the covenants and agreements of this Contract.

21. ANNEXATION

This Contract shall be transferred from COUNTY to any succeeding City or County acquiring jurisdiction over the subject property in the manner provided for in Section 51296 of the California Government Code. On the completion of annexation proceedings by a City, that City shall succeed to all

rights, duties and powers of the County under this Contract for that portion of the subject property annexed to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

(NOTE: OWNERS SIGNATURES MUST BE NOTARIZED)

PENINSULA OPEN SPACE  
DISTRICT

\_\_\_\_\_  
By  
President,  
"Owner"

COUNTY OF SAN MATEO

\_\_\_\_\_  
By  
President, Board of Supervisors  
"County"

ATTEST: \_\_\_\_\_

Clerk of Said Board of Supervisors

(NOTARIAL ACKNOWLEDGMENT)

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## EXHIBIT "A"

To

### RESOLUTION ESTABLISHING AN AGRICULTURAL PRESERVE AND AUTHORIZING EXECUTION OF FARMLAND SECURITY ZONE CONTRACT

APN: 081-250-020

The land referred to is situated in the unincorporated area of the County of San Mateo, State of California, and is described as follows:

Beginning at a point at the intersection of the center line of the county road running from San Gregorio to La Honda, with the center line of a small creek emptying into San Gregorio Creek, said point being the common corner of Lots No. 1 and 3 as shown on the Map of the Quentin Ranch, surveyed and subdivided in January, 1899 by D. Bromfield; thence along said center line of said county road North 73° West 3 chains; South 70° West 17 chains; South 32° West 3.40 chains; South 23° West 7 chains; South 33° West 1 chain; South 51° West 4 chains; South 43° West 5 chains; South 54° West 1 chain; South 66° West 5 chains to a stake marked "Q.R.-2" standing at the intersection of the center line of the county road; running from La Honda to San Gregorio with the Easterly line of the county road leading from Half Moon Bay to San Gregorio; thence South 09° 59' East along the East line of said last mentioned county road 2.33 chains; thence continuing South 00° 25' East 5.30 chains along said Easterly line of said county road to a point where the East line of the county road leading from Spanishtown to Pescadero intersects the center line of San Gregorio Creek; said point being distant 20 feet Easterly from a line drawn perpendicularly through the center longitudinally of the East line of the present bridge over said creek, and at which point is an iron spike driven in the creek bed; thence from said last named point up and along the center line of said San Gregorio Creek South 67° East 3.00 chains; South 37° East 4.40 chains; South 66° East 3.00 chains; South 89° East 3.00 chains; South 65° East 3.50 chains, North 88° East 6.00 chains, North 33° East 3.00 chains; North 18° East 17.30 chains; North 38° East 5.00 chains, North 60° East 2.00 chains; North 86° East 2.00 chains to a point where the centerline of the creek running South through the Quentin Ranch near the late residence of James Quentin, deceased, intersects the same; thence leaving said San Gregorio Creek and following up and along the center line of said small creek North 54° East 2.80 chains and South 82° East 2.00 chains to a point from which a redwood stake marked "Q.R.17" bears South 15° East distant 1.00 chains and from which stake a cotton wood tree 18 inches to diameter marked "Q.R." bears South 2-1/2° West distant 23 links and a willow tree 18 inches in diameter marked "Q.R." bears North 26-1/2° East distant 42 links; thence continuing up and along the center line of said small creek North 15° West 2.00 chains; North 25° West 2.00 chains; North 09° East 3.00 chains; North 24° West 5.51 chains; North 7-1/2° East 1.55 chains to a point under the center of a bridge on the county road leading from San Gregorio to La Honda and point of beginning.

Being all of Lot No. 1 as shown on the Map aforesaid.

EXCEPTING THEREFROM, however, from the above described property that certain parcel of land conveyed by Arthur F. Rousseau to George C. Ross, by Deed dated October 16, 1916, and described as follows:

Beginning at a stake marked "Q.R.2" standing at the intersection of the center line of the County Road running from La Honda to San Gregorio with the Easterly line of the county road leading from Half Moon Bay to San Gregorio; running thence Easterly along the center line of said La Honda road about 5-1/4 chains to a point where a fence which forms in part the Easterly boundary of the parcel of land on which stand the farm house, horse barn and out-buildings of what is commonly known as and called the Dora Wilson Ranch near San Gregorio, would, if extended, intersect the said center line of said road; thence Southerly in a straight line to a point distant three feet East of the most Easterly of said out-buildings, and continuing on same line to a point in the center of the San Gregorio Creek; thence down the center of said San Gregorio Creek to its intersection with the Easterly line of the county road from San Gregorio to Half Moon Bay; thence Northerly along the Easterly line of said road to the point of beginning.

Being a portion of what is known as Lot No. 1 of the Quentin Ranch as surveyed and subdivided in January, 1899 by D. Bromfield, C.E.

ALSO EXCEPTING THEREFROM the lands acquired by the County of San Mateo, by that certain Final Order of Condemnation No. 46282 issued out of the Superior Court of the State of California, in and for the County of San Mateo, entitled "County of San Mateo, a Political Subdivision of the State of California, Plaintiff, vs. William J. Debenedetti, Angie Francis, Ross Estate Company, a corporation, First Doe, Second Doe, and John Doe Corporation, a corporation, Defendants," dated April 20, 1950, and recorded April 20, 1950, under File No. 52109-I, in Book 1841 of Official Records, at Page 253, records of San Mateo County, California.

FURTHER EXCEPTING THEREFROM the lands conveyed to the County of San Mateo by that certain Deed recorded April 22, 1953, under File No. 75863-K, in Book 2404 of Official Records, at Page 507, records of San Mateo County, California.

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## EXHIBIT "B"

To

### RESOLUTION ESTABLISHING AN AGRICULTURAL PRESERVE AND AUTHORIZING EXECUTION OF FARMLAND SECURITY ZONE CONTRACT

"PERMITTED AGRICULTURAL USES" are defined as follows:

- A. Commercial production of agricultural commodities, as defined in the San Mateo County Land Conservation Act Regulations. Agricultural commodities shall mean an unprocessed product of farms, ranches, production nurseries and forests.

Agricultural commodities shall include fruits, nuts and vegetables; grains, such as wheat, barley, oats and corn; mushrooms; legumes, such as field beans and peas; animal feed and forage crops, such as grain, hay and alfalfa; seed crops; fiber, bio-fuel and oilseed crops, such as safflower and sunflower; nursery stock, such as Christmas trees, ornamentals and cut flowers; trees grown for lumber and wood products; turf grown for sod; livestock, such as cattle, sheep, alpacas, llamas and swine; poultry, such as chickens, ostriches and emus.

- B. Commercial grazing operation for the purpose of pasturing livestock such as cattle, sheep, alpacas, and llamas.

- C. Commercial horse breeding provided the annual breeding operation consists of a minimum of 15 broodmares. The keeping of horses does not constitute an agricultural use.

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## **EXHIBIT “C”**

**To**

### **RESOLUTION ESTABLISHING AN AGRICULTURAL PRESERVE AND AUTHORIZING EXECUTION OF FARMLAND SECURITY ZONE CONTRACT**

“COMPATIBLE USES” are defined as follows:

1. Compatible uses include and shall comply with the provisions of Government Code Section 51238-51238.1 and the underlying San Mateo County land use designation and zoning of the parcel, including permitting requirements. The following uses are identified as “Compatible Uses”:
  - a. The erection, construction, alteration, or maintenance of gas, electric, water, communication, or agricultural laborer housing facilities.
  - b. Non-residential development customarily considered accessory to agricultural uses.
  - c. Soil dependent and non-soil dependent greenhouses and nurseries.
  - d. Temporary roadstands for seasonal sale of produce grown in San Mateo County.
  - e. Permanent roadstands for the seasonal sale of produce.
  - f. Single-family residences, including repairs, alterations and additions.
  - g. Keeping of pets in association with a one-family dwelling and the limited keeping of pets in association with a farm labor housing unit or multiple-family dwelling unit.

- h. Animal fanciers.
- i. Public recreation/shoreline access trail, commercial recreation.
- j. Onshore oil and gas exploration, production, and minimum necessary related storage.
- k. Multi-family residences if for affordable housing.
- l. Schools, fire stations.
- m. Aquacultural activities.
- n. Wineries.
- o. Timber harvesting, commercial woodlots and log storage.
- p. Facilities for the processing, storing, packaging, and shipping of agricultural products.
- q. Kennels or catteries.
- r. Scientific/technical research and test facilities.
- s. Some uses not listed could be considered as “Compatible Uses” upon determination by the Planning Commission and Board of Supervisors.

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