	RESO	LUTION NO	•		•
BOARD OF	SUPERVISORS	. COUNTY OF	SAN MATE	D. STATE O	E CALIFORNIA

RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE WITHIN SAN MATEO COUNTY AND TO AUTHORIZE EXECUTION OF LAND CONSERVATION CONTRACT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, Richard A. Cordes is the owner of certain land in the County of San Mateo used for agricultural purposes within the concept of the California Land Conservation Act of 1965, and has requested to have said land designated as an Agricultural Preserve, and has submitted such request with a properly executed contract form heretofore approved by this Board, for execution by this Board; and

WHEREAS, the County of San Mateo is authorized to establish Agricultural Preserves by the California Land Conservation Act; and

WHEREAS, all procedural requirements of the Land Conservation Act and Board of Supervisors of San Mateo County Resolution No. 44396 have been followed; and

WHEREAS, this Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in EXHIBIT "A"; and

WHEREAS, this Board of Supervisors, having received the recommendation from the Planning Commission and reviewed the report of the Planning and Building Department as to the request to establish that this Preserve is consistent with the General Plan of San Mateo County; and

WHEREAS, this Board deems it desirable to enter into land conservation contracts, under the provisions of the California Land Conservation Act of 1965, with owners of land which is appropriately used for agriculture or other purposes authorized by said Act, or purposes left within the discretion of the Board of Supervisors under the terms of the Act; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

- Establishment, Disestablishment, Alterations. The procedures set forth in Resolution No. 44396 of the Board of Supervisors of San Mateo County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.
- 2. Policy. This Board recognizes that:
 - a. The preservation of a maximum amount of the limited supply of agricultural land is necessary for the conservation of the State's economic resources, and is necessary not only for the maintenance of the agricultural economy of the State, but also for the assurance of adequate, healthful and nutritious food for future residents of this State and Nation.
 - b. The discouragement of premature and unnecessary conversion of agricultural and open space lands to urban uses is a matter of public interest, and will be of benefit to urban dwellers themselves in that it will discourage discontiguous urban development patterns which unnecessarily increase the costs of community services to community residents.

- c. In a rapidly urbanizing society, agricultural and other open space lands have a definite public value as open space, and the preservation in agricultural production of such lands, the use of which may be limited under the provisions of the Williamson Act, constitutes an important physical, social, aesthetic, and economic asset to existing or pending urban or metropolitan developments.
- d. Land within a Scenic Highway Corridor or Wildlife Habitat Area, as defined in the Williamson Act, has a value to the State because of its scenic beauty and its location adjacent to or within view of the State Scenic Highway, or because it is of great importance as habitat for wildlife and contributes to the preservation or enhancement thereof.
- e. Within this Preserve, the lands shall be used only for the commercial production of agricultural commodities and open space and other compatible uses herein designated.
- f. Property owners executing a contract for property within this Preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.
- 3. <u>Permitted Agricultural Uses</u>. Permitted agricultural uses are defined in EXHIBIT "B" hereto, which is incorporated herein and made a part of this Resolution.
- 4. <u>Compatible Uses</u>. Compatible uses are defined in EXHIBIT "C" hereto, which is incorporated herein and made a part of this Resolution.
- 5. <u>Limitation on Uses</u>. If a contract is entered into, incorporating the agricultural and compatible uses specified in EXHIBITS "B" and "C" hereto, the property owner shall be limited to said uses even though the Zoning Ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances or regulations are or should become more restrictive than the uses authorized by the contract, the codes, ordinances or regulations shall prevail.

Continuation of Preserve. Pursuant to the California Land Conservation Act, this
Preserve shall continue in full effect following annexation, incorporation or
disincorporation of the land described in EXHIBIT "A", except as provided for in
Subsection 51243(b) of the Government Code.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

- That the area of San Mateo County described in EXHIBIT "A" of this Resolution is hereby designated and established as an Agricultural Preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.
- 2. That the form of the Land Conservation Contract presented to this Board be, and the same is hereby, approved.
- 3. That the President of this Board of Supervisors be, and is hereby authorized and directed to execute, said contract for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature hereto.
- 4. That a copy of this Resolution, and a Map of the property described in EXHIBIT "A" hereof, be filed with the County Recorder of San Mateo for said County Recorder and Director of Agriculture, State of California, and that said Resolution and Map be kept current by the County of San Mateo for said County Recorder and Director of Agriculture.

* * * * * *

EXHIBIT "A"

To

RESOLUTION ESTABLISHING AGRICULTURAL PRESERVE AND TO AUTHORIZE EXECUTION OF LAND CONSERVATION CONTRACT

The following property bears Assessor's Parcel Number(s): 086-191-070 and 086-191-080.

The real property is situated in the County of San Mateo, State of California, and is described as follows:

PARCEL 1:

Lot 26, as shown on that certain map entitled "Peninsula Farms Company's Subdivision No. 1, being part of Rancho Butano and Punta Del Año Nuevo, near Pescadero, San Mateo County, State of California," on January 8, 1923, in Book 11 of Maps, at pages 18, 19, 20, 21, 22, 23, 24, 25 and 26.

Excepting therefrom so much of the above-described lands that lie westerly of the easterly line of the Coast Highway, as described in Parcel 2 of the Deed from Shoreland Properties, Inc., a corporation to the State of California, dated February 29, 1940, and recorded March 1, 1940, in Book 877 of Official Records, at page 354 (File No. 82275-D), Records of San Mateo County, California.

Also excepting therefrom 1/2 of any and all mineral, oil or natural gas rights in or under the above-described lands, and also the right to remove same, for a period of twenty years from and after January 5, 1954, as reserved by Shoreland Properties, Inc., in that certain Deed recorded on January 22, 1954, in Book 2527 of Official Records, at page 570 (File No. 31926-L), Records of San Mateo County, California.

PARCEL 2:

Lot 30, as shown on that certain map entitled "Peninsula Farms Company's Subdivision No. 1, being part of Rancho Butano and Punta Del Año Nuevo, near Pescadero, San Mateo County, State of California," on January 8, 1923, in Book 11 of Maps, at pages 18, 19, 20, 21, 22, 23, 24, 25 and 26.

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EXHIBIT "B"

To

RESOLUTION ESTABLISHING AGRICULTURAL PRESERVE AND TO AUTHORIZE EXECUTION OF LAND CONSERVATION CONTRACT

"PERMITTED AGRICULTURAL USES" are defined as follows:

- A. Land used for the purpose of producing an agricultural commodity for commercial purposes is an agricultural use. An agricultural commodity is any and all plant and animal products produced in the County for commercial purposes. Reference is made to Section 51201 of the Government Code for further detail on the definition of "Prime Agricultural Land."
- B. The following as defined in the California Land Conservation Act:
 - 1. A "Scenic Highway Corridor."
 - 2. A "Wildlife Habitat Area."
 - 3. A "Saltpond Area."
 - 4. A "Managed Wetland Area."
 - 5. A "Submerged Area."
 - 6. "Open Space Use."
 - 7. "Recreational Use."

EXHIBIT "C"

To

RESOLUTION ESTABLISHING AGRICULTURAL PRESERVE AND TO AUTHORIZE EXECUTION OF LAND CONSERVATION CONTRACT

"COMPATIBLE USES" shall meet the following criteria:

- 1. It is a permitted use under County Zoning Regulations Sections 6352 and 6353, and has the benefit of all necessary permits, AND
- 2. It is consistent with the principles of compatibility established by the Williamson Act, California Government Code Sections 51220.5, 51238.1, 51238.2 and 51250.

Specifically, any new uses approved on the subject contracted parcel(s) shall be consistent with the following principles of compatibility:

- The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel(s) or on other contracted lands in agricultural preserves;
- 2. The use will not significantly displace or impair current or reasonable foreseeable agricultural operations on the subject contracted parcel(s) or on other contracted lands in agricultural preserves;
- 3. The use will not result in the significant removal of adjacent contracted lands from agricultural or open space use.

No new commercial, industrial or residential use shall be allowed if it would constitute a material breach of the subject contract within the meaning of California Government Code Section 51250. In the event such use occurs in violation of this contract or Section 51250, the County reserves the right to seek all contractual and statutory remedies for such breach.

CALIFORNIA LAND CONSERVATION CONTRACT

No. _____

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OF TEN (10) YEARS AND ALLOWING IMMEDIATE CANCELLATION OF THE CONTRACT

THIS CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this 8th day of April, 2008, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and

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

Richard A. Cordes or successors thereof, hereinafter referred to as "OWNER";

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.

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 insure to the benefit of all successors in the interest of the OWNER. This Contract shall also be binding upon and insure 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 51234(b) 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.

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 herein. 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.

A. "Permitted Agricultural Uses" are defined as follows:

- (1) Land used for the purpose of producing an agricultural commodity for commercial purposes is an agricultural use. An agricultural commodity is any and all plant and animal products produced in the County for commercial purposes. Reference is made to Section 51201 of the Government Code for further detail on the definition of "Prime Agricultural Land."
- (2) The following as defined in the California Land Conservation Act: (a) a "Scenic Highway Corridor," (b) a "Wildlife Habitat Area," (c) a "Saltpond Area," (d) a "Managed Wetland Area," (e) a "Submerged Area," (f) "Open Space Area," and (g) "Recreational Use."

B. A "Compatible Use" is a use that meets the following criteria:

- It is a permitted use under County Zoning Regulations Sections
 6352 and 6353, and has the benefit of all necessary permits, AND
- (2) It is consistent with the principles of compatibility established by the Williamson Act, California Government Code Sections 51220.5, 51238.1, 51238.2 and 51250.

Specifically, any new uses approved on the subject contracted parcel(s) shall be consistent with the following principles of compatibility:

- (1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel(s) or on other contracted lands in agricultural preserves;
- (2) The use will not significantly displace or impair current or reasonable foreseeable agricultural operations on the subject contracted parcel(s) or on other contracted lands in agricultural preserves;
- (3) The use will not result in the significant removal of adjacent contracted lands from agricultural or open space use.

No new commercial, industrial or residential use shall be allowed if it would constitute a material breach of the subject contract within the meaning of California Government Code Section 51250. In the event such use occurs in violation of this contract or Section 51250, the County reserves the right to seek all contractual and statutory remedies for such breach.

7. <u>TERM</u>

This Contract shall be effective on the date first written above, hereinafter the Anniversary Date, and shall remain in effect for a period of ten (10) 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 51295 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. <u>INFORMATION TO COUNTY</u>

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 Class A 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 51284 of the Government Code. The Board of Supervisors of the COUNTY may approve cancellation only as provided by Article 5 of the Act.

ATTEST:

Clerk of Said Board of Supervisors

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

Richard A. Cordes
"Owner"

COUNTY OF SAN MATEO

By
President, Board of Supervisors
"County"

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(NOTARIAL ACKNOWLEDGMENT)

California Notary Acknowledgement

STATE OF CALIFORNIA	
Contra Costa)ss:
COUNTY OF COUNTY OF	
On this the 31St day of YY X Y CV	, 20 () before me, (name and title of officer).
personally appeared Richard +1	ords
subscribed to the within instrument and acknowledge his/her/their authorized capacity(ies), and that by his/person(s), or the entity upon behalf of which the person l certify under PENALTY OF PERJURY under the law paragraph is true and correct.	on(s) acted, executed the instrument.
WITNESS my hand and official seal.	Modelic Chasses
(Place Notary Seal Here)	Notary Public
	Notary Public Name (Printed or Typed)
NATALIE R. GUERRERO Commission # 1708061	My Commission Expires CC 2,2010

EXHIBIT "A"

PARCEL 1:

Lot 26, as shown on that certain map entitled "Peninsula Farms Company's Subdivision No. 1, being part of Rancho Butano and Punta Del Año Nuevo, near Pescadero, San Mateo County, State of California," on January 8, 1923, in Book 11 of Maps, at pages 18, 19, 20, 21, 22, 23, 24, 25 and 26.

Excepting therefrom so much of the above-described lands that lie westerly of the easterly line of the Coast Highway, as described in Parcel 2 of the Deed from Shoreland Properties, Inc., a corporation to the State of California, dated February 29, 1940, and recorded March 1, 1940, in Book 877 of Official Records, at page 354 (File No. 82275-D), Records of San Mateo County, California.

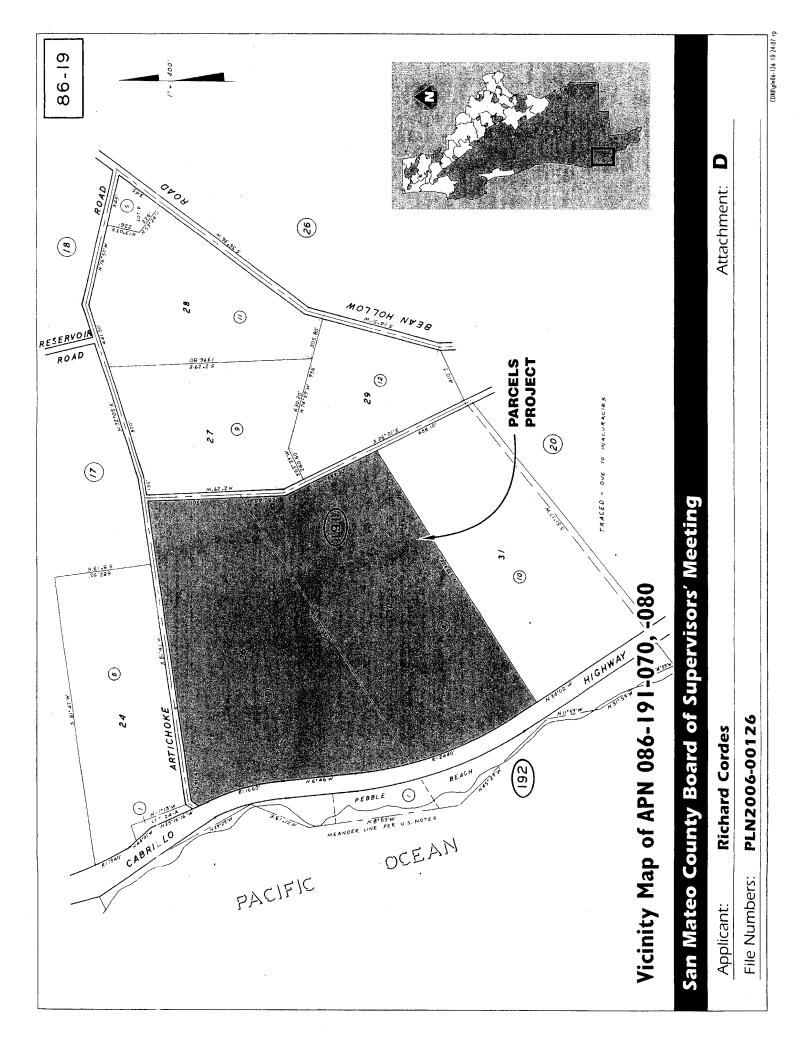
Also excepting therefrom 1/2 of any and all mineral, oil or natural gas rights in or under the above-described lands, and also the right to remove same, for a period of twenty years from and after January 5, 1954, as reserved by Shoreland Properties, Inc., in that certain Deed recorded on January 22, 1954, in Book 2527 of Official Records, at page 570 (File No. 31926-L), Records of San Mateo County, California.

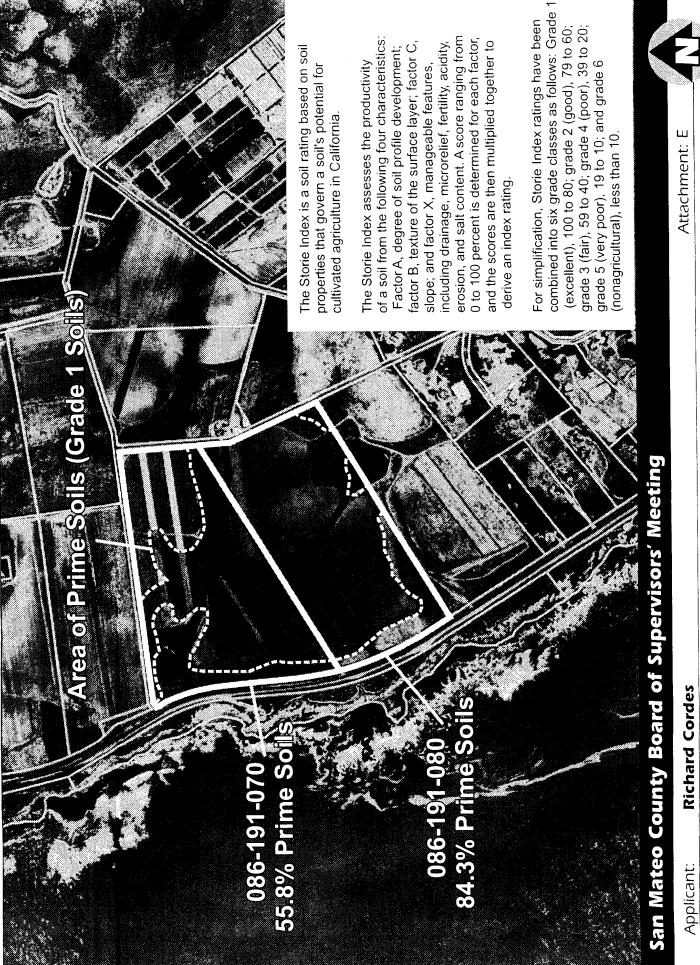
PARCEL 2:

Lot 30, as shown on that certain map entitled "Peninsula Farms Company's Subdivision No. 1, being part of Rancho Butano and Punta Del Año Nuevo, near Pescadero, San Mateo County, State of California," on January 8, 1923, in Book 11 of Maps, at pages 18, 19, 20, 21, 22, 23, 24, 25 and 26.

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PLN2006-00126

File Numbers: