

**COUNTY OF SAN MATEO  
PLANNING AND BUILDING DEPARTMENT**

**DATE:** October 9, 2019

**TO:** Planning Commission

**FROM:** Planning Staff

**SUBJECT:** EXECUTIVE SUMMARY: Consideration of an Agricultural Preserve and California Land Conservation (Williamson) Act Farmland Security Zone Contract

County File Number: PLN 2019-00209 (POST)

**PROPOSAL**

The applicant, Peninsula Open Space Trust (POST), is requesting to establish an Agricultural Preserve and the execution of a California Land Conservation (Williamson) Act Farmland Security Zone contract on a 73.87-acre parcel. The parcel is developed with a barn, greenhouses, two sheds, farm stand, four farm labor housing units, and irrigation pond. Approximately 48 acres of the parcel are currently in agricultural production and include 34 acres of mixed row crops and 14 acres of sheep pasture. The parcel is bordered by La Honda Road to the north and San Gregorio Creek to the south and contains 71 acres of prime agricultural land and 3 acres of non-prime agricultural land.

**RECOMMENDATION**

1. That the Planning Commission recommend to the Board of Supervisors that it find the request to establish an Agricultural Preserve to be consistent with the County General Plan, Planned Agricultural District/Coastal Development District, the California Land Conservation Act, and San Mateo County Land Conservation Act Uniform Rules and Procedures.
2. That the Planning Commission recommend to the Board of Supervisors that it adopt a resolution to establish the subject property as an agricultural preserve and execute a California Land Conservation Contract for the subject property.

**SUMMARY**

General Plan and Local Coastal Plan. The request to place the parcel within an Agricultural Preserve and contract is consistent with the General Plan and Local Coastal Program land use designation of "Agriculture." The establishment of the preserve and contract does not require the issuance of a Coastal Development Permit since this

request does not meet the definition of development of the Local Coastal Program, though the request is consistent with Local Coastal Program policies.

Zoning Regulations. The request is also consistent with the Planned Agricultural District Zoning District which seeks to preserve and foster existing agricultural operations in order to keep in agricultural production the maximum amount of prime agricultural land and all other lands suitable for agriculture. The property contains approximately 71-acres of prime agricultural land that will continue in commercial agricultural operation for the foreseeable future.

California Land Conservation Act and San Mateo County Williamson Act Uniform Rules and Procedures. The request is consistent with the Agricultural Preserve requirements of the California Land Conservation Act (Act) for agricultural preserves of less than 100 acres due to the unique characteristics of the agricultural enterprises in the area. This crop growing operation is surrounded by contracted grazing lands and is identified in the County's Uniform Rules and Procedures Agricultural Enterprise Area where the Board of Supervisors has identified Williamson Act eligible lands. Further, the contract request meets the application and minimum eligibility requirements of the County's Williamson Act Program for parcel size, minimum crop income, land use designation, zoning district, and compatible uses.

As required by the Act, the Local Agency Formation Commission has reviewed the request and noted that no service boundaries, cities, special districts, or school districts are within the immediate area or none would be adversely impacted.

The Agricultural Advisory Committee reviewed the request at their September 9, 2019 public hearing and recommended approval.

Environmental Review. The project is categorically exempt from the California Environmental Quality Act, pursuant to Section 15317, Class 17 Open Space Contracts or Easements, which exempts the establishment of agricultural preserves.

Fiscal Impact. The Assessor's Office has provided the estimated tax loss to the County resulting from approval of the project. The amount of tax loss resulting from this project is offset by the approximate 215 parcels exiting contracts and returning to standard tax assessment, since 2007, as a result of both landowner and County initiated contract non-renewals.

<b>Jurisdiction</b>	<b>Yearly Amount of Tax Loss</b>
San Mateo County	\$31,064.01
Cabrillo Unified School District	\$5,311.00
San Mateo Junior College District	\$2,541.00
County Office of Education	\$1,322.00
<b>Total</b>	<b>\$40,238.01</b>

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**RECOMMENDATION**

1. That the Planning Commission recommend to the Board of Supervisors that it find the request to establish an Agricultural Preserve to be consistent with the County General Plan, Planned Agricultural District/Coastal Development District, the California Land Conservation Act, and San Mateo County Land Conservation Act Uniform Rules and Procedures.
2. That the Planning Commission recommend to the Board of Supervisors that it adopt a resolution to establish the subject property as an agricultural preserve and execute a California Land Conservation Contract for the subject property.

**BACKGROUND**

Report Prepared By: Melissa Ross, Senior Planner, 650/599-1559

Applicant/Owner: Peninsula Open Space Trust

Location: 950 La Honda Road, San Gregorio

APN: 081-250-020

Size: 73.87 acres

Existing Zoning: PAD/CD (Planned Agricultural District/Coastal Development)

General Plan Designation: Agriculture

Local Coastal Plan Designation: Agriculture

Sphere-of-Influence: None

Williamson Act: Not presently contracted

Existing Land Use: Row crops, sheep pasture, farm labor housing, barn, greenhouse, other ancillary agricultural buildings and structures.

Water Supply: Existing domestic well and irrigation pond.

Sewage Disposal: Existing septic system.

Flood Zone: Multiple. Zone X (area of minimal flooding) for majority of parcel and Zone A (floodplain; no base flood elevations established) along property line adjacent to San Gregorio Creek. FEMA FIRM panel 06081C0359F; effective August 2, 2017.

Environmental Evaluation: Categorically exempt pursuant to California Environmental Quality Act Section 15317, Class 17 *Open Space Contracts or Easements* which exempts the establishment of agricultural preserves.

Setting: The parcel is located approximately 400 feet from the intersection of Stage Road and La Honda Road and bordered by La Honda Road and San Gregorio Creek. Adjacent lands are similarly used for agricultural and rural development. Adjacent lands to the north and southwest of the subject property are currently contracted or had been contracted in the past (non-renewed contracts).

## **DISCUSSION**

### **A. KEY ISSUES**

#### **1. Compliance with General Plan Policies**

The proposed agricultural preserve is consistent with the parcel's General Plan Land Use Designation of "Agriculture."

Policy 9.28 (*Encourage Existing and Potential Agricultural Activities*) seeks to encourage the continuance of existing agricultural and agriculturally-related activities and Policy 9.31 (*Protection of Agricultural Lands*) seeks to apply methods which assist in the retention and expansion of lands with agricultural activities such as density bonuses and enforceable restrictions (e.g., easements, contracts or deed restrictions, or other appropriate methods).

Designating the parcel as an Agricultural Preserve and executing a Farmland Security Zone (FSZ) contract in conformance with the California Land Conservation Act and San Mateo County Williamson Act Program for this property is consistent with these policies. The contract will enforceably restrict the use of the land to ongoing commercial agriculture, agriculturally related uses, and compatible uses in exchange for a property tax benefit that encourages retaining the property in agricultural production.

2. Compliance the Local Coastal Program Policies

The establishment of Agricultural Preserves and execution of Land Conservation Act contracts is not defined as development in the County's Local Coastal Program. Thus, these actions are not subject to the issuance of a Coastal Development Permit, though this request is consistent with Local Coastal Program policies.

3. Compliance with Zoning Regulations

The agricultural preserve and contract request is consistent with the Planned Agricultural District and Coastal Development District regulations which seek to preserve and foster existing agricultural operations in order to keep the maximum amount of prime agricultural land and all other lands suitable for agriculture in agricultural production. As defined in the zoning and Local Coastal Program regulations, the property contains approximately 71 acres of prime agricultural land that will continue in agricultural operation for the foreseeable future.

4. Compliance with the California Land Conservation Act and San Mateo County Williamson Act Uniform Rules and Procedures

a. Agricultural Preserve Requirements

Landowners who desire to enter into Williamson Act contracts with the County must first have their parcel included in an Agricultural Preserve. Agricultural Preserves are areas devoted to agricultural uses and must not be less than 100 acres unless a smaller preserve is necessary due to the unique characteristics of the agricultural

enterprises in the area and that the smaller preserve is consistent with the General Plan (GOV § 51230).

Once included in the Agricultural Preserve, a landowner and the County may enter into a contract processed concurrently with the Agricultural Preserve application.

POST has requested establishment of the Agricultural Preserve and contract. Adjacent lands within existing Agricultural Preserves consist of grazing lands north of La Honda Road and south of Seaside School Road, but these lands do not contain prime soils and no other contracted crop growing lands are adjacent to the subject parcel nor are other lands under common ownership. Establishing an agricultural preserve of less than 100 acres on this property is consistent with the County's Uniform Rules and General Plan (Agricultural land use designation) since no other lands nearby are of similar agricultural operations or under common ownership and the preserve is consistent with the General Plan as described in Section A.1.

Pursuant to Government Code Section 51233, a notice of the proposal to establish an agricultural preserve for this property was sent to the Local Agency Formation Commission (LAFCo) on August 15, 2019. The response from LAFCo is found under Section C.3. of this report.

b. Farmland Security Zone

Pursuant to Article 7 of the California Land Conservation Act and Uniform Rule 2.B of the San Mateo County Williamson Act Program, a landowner may request a FSZ designation and contract instead of a standard Williamson Act contract in order to further protect farmland with a longer duration contract provided the land is placed in an Agricultural Preserve and predominately contains one or more of the following as identified on the State of California Important Farmland Series map for San Mateo County: Prime Farmland, Farmland of Statewide Significance, Unique Farmland, or Farmland of Local Importance. Approximately 56.6 acres of Prime Farmland and 3.3 acres of Farmland of Statewide Importance are mapped within the property.

Farmland Security Zone contracts have an initial term of 20 years as opposed to the standard 10-year Williamson Act contract. Farmland Security Zone contracts may be non-renewed pursuant to the same process as a standard Williamson Act contract. Cancellation of FSZ contracts are also processed similar to cancellation of standard contracts. However, the cancellation fee is greater, at 25% of property valuation as determined by the Assessor's Office based on Tax and

Revenue Code with valuation certified by the Board of Supervisors. A determination of tentative contract cancellation is also determined by the Board of Supervisors, but approval of the cancellation rests with the Director of the California Department of Conservation.

c. Contract Application and Minimum Eligibility Requirements

As required by Uniform Rule 3 *Application Procedure*, the applicant has submitted a legal parcel description; site plan identifying parcel boundaries, agricultural uses; location and uses of all existing buildings; existing utilities; and watercourses and water impoundments. The parcel is legal with development occurring on the parcel in the early 1900s, prior to the County’s authority over building permits, and in subsequent years with approved building permits. Additionally, the Statement of Agricultural Uses, including gross parcel acreage, acreage of agricultural production by operation, water source and irrigation methods, compatible use calculations, and gross agricultural income (Schedule F) were submitted or verified by staff.

Staff has reviewed the applicable documents for minimum eligibility requirements, see below. The application is compliant with these requirements and qualifies under Crop Income as the agricultural use for the contract.

	<b>Williamson Act/Farmland Security Zone Program Requirements</b>	<b>Planning Review</b>	<b>Compliance</b>
Important Farmland Series Map	Mapped: Prime, Statewide Importance, Unique, or Local Importance.	Prime Farmland and Statewide Importance	Yes
Land Use Designation	Open Space or Agriculture	Agriculture	Yes
Zoning <sup>1</sup>	PAD, RM, or RM-CZ	PAD	Yes
Parcel Size <sup>2</sup>	40	73.87 acres	Yes
Prime Soils <sup>3</sup>	--	71 acres	--
Non-Prime Soils	--	3 acres	--
Crop Income <sup>4,5</sup>	\$17,862.50	Completed	Yes
1. Zoning designations: "PAD" (Planned Agricultural District), "RM" (Resource Management), and "RM-CZ" (Resource Management-Coastal Zone).			
2. Parcel size taken from the San Mateo County Assessor's Office records.			
3. Prime soils: Class I or Class II (U.S. Department of Agriculture Soil Conservation Service Land Use Capability Classification), Class III lands capable of growing artichokes or Brussels sprouts, and lands qualifying for an 80-100 Storie Index Rating taken from the Planning and Building Department GIS data.			
4. Required income calculated per Income Requirements for Crops (Uniform Rule 2.A.6).			
5. Crop income and grazing data taken from Assessor's Office Agricultural Preserve Questionnaire response using the highest income and grazing acreage of the previous three years for purposes of this review.			

The parcel is compliant with the minimum income for the commercial agricultural operation and meets the mapping requirements to qualify for a Farmland Security Zone contract.

Agricultural Uses

Existing commercial agricultural operations include five fields on a total of 48.12 acres (Attachment C):

Field No.	Acres	Agricultural Commodity
Field 1	12.48	Squash, Beans, Onions
Field 2	21.61	Brussels Sprouts, Artichokes, Strawberries
Field 3	7.21	Sheep Pasture (100 Sheep)
Field 4	2.88	Sheep Pasture (100 Sheep)
Field 5	3.94	Sheep Pasture (100 Sheep)

Compatible Uses

All development on the parcel (barns, greenhouses, farm stand, farm labor housing, sheds, and irrigation pond) are compatible uses under the Williamson Act Program but are exempt from the Maximum Allowance of Compatible Uses calculation (Uniform Rule 2.A.5.b.3.), which excludes agricultural support structures and farm labor housing from this calculation. As such, all Compatible Uses are compliant with the Williamson Act Program.

B. ENVIRONMENTAL REVIEW

The project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15317, Class 17 *Open Space Contracts or Easements*, which exempts the establishment of agricultural preserves.

C. REVIEWING AGENCIES

1. San Mateo County Agricultural Advisory Committee

The Agricultural Advisory Committee heard the item at its September 9, 2019 public hearing and recommended approval of the agricultural preserve and FSZ contract.

2. San Mateo County Assessor's Office

The Assessor's Office comments are found under Section D of this report.

3. Local Agency Formation Commission

The project was referred to the Local Agency Formation Commission pursuant Government Code Section 51233 for the establishment of the agricultural preserve. The property is located within a rural area of San Mateo County and not located within the service boundaries a city or special district, nor is it within a sphere of influence of a city of special district. The subject property is zoned for agriculture use, which is proposed to be continued on the property.

The property is within the Cabrillo Unified School District and it would be anticipated that the reduction in property tax to the District, due to the Williamson Act Contract, would be minimal.

D. FISCAL IMPACT

The Assessor's Office was sent a referral requesting the estimated tax loss to the County resulting from approval of the project, refer to table below. Prior to the 2009-2010 State budget, the State annually appropriated funds to partially offset the property tax loss to local governments. Since that time, subvention funds have been eliminated from the budget. Although the State no longer provides subventions to local jurisdictions, the amount of tax loss resulting from this project is offset by the approximately 215 parcels exiting contracts and returning to standard tax assessment since 2007 as a result of both landowner and County initiated contract non-renewals (the majority of contract non-renewals will have concluded by 2020).

<b>Jurisdiction</b>	<b>Yearly Amount of Tax Loss</b>
San Mateo County	\$31,064.01
Cabrillo Unified School District	\$5,311.00
San Mateo Junior College District	\$2,541.00
County Office of Education	\$1,322.00
<b>Total</b>	<b>\$40,238.01</b>

**ATTACHMENTS**

- A. Findings
- B. Vicinity Map
- C. Statement of Agricultural Operations
- D. Statement of Agricultural Operations Map
- E. Resolutions Establishing Agricultural Preserve and Execution of Land Conservation Contract

MR:pac - MARDD0503\_WPU.DOCX

County of San Mateo  
Planning and Building Department

**RECOMMENDED FINDINGS OF APPROVAL**

Permit or Project File Number: PLN 2019-00209      Hearing Date: October 9, 2019

Prepared By: Melissa Ross, Senior Planner      For Adoption By: Planning Commission

**RECOMMENDED FINDINGS**

1. That the Planning Commission recommends to the Board of Supervisors that it find the request to establish an Agricultural Preserve to be consistent with the County General Plan, Planned Agricultural District/Coastal Development District, the California Land Conservation Act, and the San Mateo County Land Conservation Act Uniform Rules and Procedures.
2. That the Planning Commission recommend to the Board of Supervisors that it adopt a resolution to establish the subject property as an agricultural preserve and execute a California Land Conservation contract for the subject property.

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COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

# ATTACHMENT B



# VICINITY MAP

**Project Site**

PAD/CD

081250020

STAGE RD

C-1/S-7/DR/CD

R-1/S-10/DR/CD

STATE HIGHWAY 1



**San Mateo County**

Owner/Applicant:

File Numbers:

Attachment:



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

# ATTACHMENT C

# Williamson Act Application Supporting Statement

## Calculations and supporting compliance with Uniform Rule 2, Section A.5.b.2 (Maximum Allowance of Compatible Uses).

1. Agricultural Uses – See Statement of Agricultural Uses Map for approximate acreage of agricultural uses.
2. Compatible Uses -- the following uses are listed as per se compatible uses. The existing structures are approximately 17,400 square feet and the proposed structures are approximately 3,640 square feet (see site plans for additional detail). These square footage calculations exclude the fences
  - a. 4 Units of Farm Labor Housing
  - b. Packing Shed for agricultural processing and storage
  - c. Farm Stand
  - d. 3 Greenhouses
  - e. Underground utilities
  - f. Domestic well for Farm Labor Housing
  - g. Deer fencing around perimeter of property and building center
  - h. Barn (proposed)
  - i. Tractor Shed (proposed)
3. The remaining uses of the property include an irrigation reservoir and a riparian buffer which separates the farm fields from San Gregorio Creek.

## Gross Agricultural Income documentation (e.g., Federal Tax Return Schedule F) substantiating compliance with Uniform Rule 2, Section A.6 (Income Requirements for Crops).

The property has 71 acres of prime soil and 3 acres of non-prime soil. According to Uniform Rule 2, Section A.6 (Income Requirements for Crops), the minimum annual gross income shall equal or exceed \$250.00 per acre for prime soils and \$37.50 per acre for non-prime soils.

Prime Soils:  $71 \times \$250 = \$17,750$

Nonprime soils:  $3 \text{ acres} \times \$37.50 = \$112.50$

Total Income Threshold for the property = \$17,862.50

Owner/Applicant and tenant farmer meet the required thresholds for 3 of the past 5 years (2016, 2017, and 2018) and respectfully request a meeting with the project

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San Mateo County  
Planning and Building Department

**PLN2019-00209**

planner and Agricultural Commissioner in order to substantiate these requirements without releasing personal income information to the public.

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COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

# ATTACHMENT D

APN: 081-250-020  
 73.87 Acres  
 Zoned: PAD, CD  
 Site Address: 950 La Honda Road  
 San Gregorio CA 94074  
 Owner: Peninsula Open Space Trust  
 222 High Street Palo Alto CA 94301

**Field 1**  
 ~12.48 ac  
 Mixed Row Crops  
 Squash, Beans, Onions  
 Overhead Irrigation

**Field 2**  
 ~21.61 ac  
 Mixed Row Crops  
 Brussels sprouts, Artichokes, Strawberries  
 Overhead Irrigation

**Field 3**  
 ~7.21 ac  
 Pasture for Grazing  
 Sheep 100  
 Overhead Irrigation

**Field 4**  
 ~2.88 ac  
 Pasture for Grazing  
 Sheep 100  
 Overhead Irrigation

**Field 5**  
 ~3.94 ac  
 Pasture for Grazing  
 Sheep 100  
 Overhead Irrigation

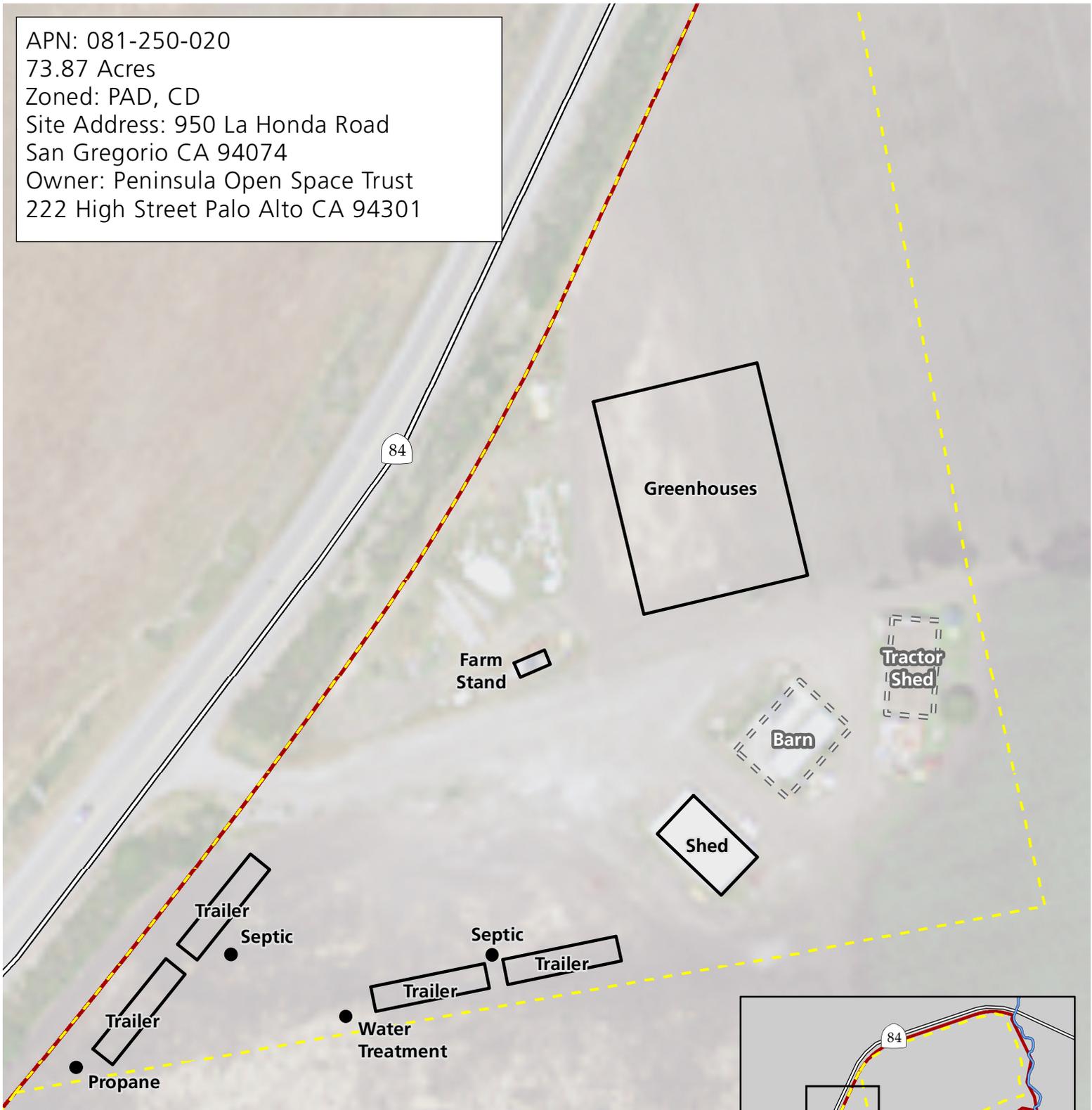
Domestic Water Well

SAN GREGORIO CREEK

**Statement of Agricultural Uses**

-  Property Boundary (APN)
-  Currently in Agricultural Production (Approximate - 48.1 acres)
-  Centerline of San Gregorio Creek (Irrigation Source)
-  Fence
-  Farm Road
-  Domestic Water Well
-  Reservoir
-  Riparian Vegetation

APN: 081-250-020  
 73.87 Acres  
 Zoned: PAD, CD  
 Site Address: 950 La Honda Road  
 San Gregorio CA 94074  
 Owner: Peninsula Open Space Trust  
 222 High Street Palo Alto CA 94301



**Existing and Proposed Structures**

- Property Boundary (APN)
- Existing Structures (~17,400 sf)
- Proposed Structures (~3,640 sf)
- Fence



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

# ATTACHMENT E

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

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

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

**WHEREAS**, Peninsula Open Space District (POST) 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. 071565 have been followed; and

**WHEREAS**, this Board of Supervisors, has received and reviewed the report of the Planning Commission establishing 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 on 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:

1. Establishment, Disestablishment, Alterations. The procedures set forth in Resolution No. 071565 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 it 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 spaces to urban uses is a matter of public interest, and will be of benefit to urban dwellers themselves in that it will discourage discontinuous 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. Within this Preserve, the lands shall be used only for the commercial production of agricultural commodities and other compatible uses herein designated.
  
- e. 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. Permitted Agricultural Uses. Permitted agricultural uses are defined in EXHIBIT “B” hereto, which is incorporated herein and made a part of this Resolution.
4. Compatible Uses. Compatible uses are defined in EXHIBIT “C” hereto, which is incorporated herein and made a part of this Resolution.
5. Limitation on Uses. 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.
6. Continuation of Preserve. Pursuant to the California Land Conservation Act, this Preserve shall continue in full effect following any 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:**

1. 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 Chair 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 her 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 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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**CALIFORNIA LAND CONSERVATION CONTRACT**

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

\* \* \* \* \*

**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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