

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

**DATE:** October 9, 2024

**TO:** Planning Commission

**FROM:** Planning Staff

**SUBJECT:** Consideration of an Agricultural Preserve and a California Land Conservation (Williamson) Act Contract for a 151-acre parcel located at 7000 Stage Road in the unincorporated San Gregorio area of San Mateo County.

County File Number: PLN2024-00094 (Catuiza)

**PROPOSAL**

The applicant, Rachel Catuiza, is requesting to establish an Agricultural Preserve and the execution of a California Land Conservation (Williamson) Act contract on a 151-acre parcel. The parcel is located on the east side of Stage Road at 7000 Stage Road, San Gregorio, CA 94074 (Assessor's Parcel Number 081-240-050).

The parcel consists of approximately 4.3 acres of prime agricultural land located on the northeastern corner of the lot and approximately 146.7 acres of non-prime agricultural land and is undeveloped. The entire parcel is dedicated to cattle grazing, and agricultural use. The entire property is currently under lease for commercial cattle grazing.

**RECOMMENDATIONS**

That the Planning Commission recommend that the Board of Supervisors:

1. 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. Adopt a resolution establishing an agricultural preserve and authorizing execution of a California Land Conservation (Williamson) Act Contract for APN 081-240-050.

## **BACKGROUND**

Report Prepared By: Tiffany Gee, Project Planner, [TGee@smcgov.org](mailto:TGee@smcgov.org)

Applicant: Rachel Catuiza

Owner: MoonRock 2023 LLC

Public Notification: Ten (10) day advanced notification for the hearing was mailed to property owners within 300 feet of the project parcel and a notice for the hearing posted in a newspaper (San Mateo County Times) of general public circulation on September 28, 2024.

Location: 7000 Stage Road, San Gregorio

APN: 081-240-050

Size: 151.00 acres

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

General Plan Designation: Agriculture

Local Coastal Plan Designation: Agriculture

Sphere-of-Influence: N/A

Williamson Act: Not contracted; not within an Agricultural Preserve.

Existing Land Use: Commercial cattle grazing on fenced pastureland.

Water Supply: Pond on property and access to agricultural wells on adjacent parcels (APN 081-270-020 and 081-270-010), owned by the same owner. The agricultural wells were permitted with Coastal Development Permit Exemptions (CDXs), PLN2021-00401 and PLN2021-00402, respectively.

Sewage Disposal: None. No existing residential uses.

Flood Zone: Flood Zone X (Area of Minimal Flooding), pursuant to Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map, Community Panels 06081C0260E, effective October 16, 2012, and 06081C0359F, effective August 2, 2017.

Environmental Evaluation: Categorically exempt from review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15317, Class 17 "Open Space Contracts or Easements," which exempts the establishment of

agricultural preserves, the making and renewing of open space contracts under the Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area.

Setting: The subject parcel is located on the east side of Stage Road at 7000 Stage Road in San Gregorio, approximately 0.63 miles south of the intersection of Highway 84 and Stage Road. The property is adjacent to lands under Williamson Act contract to the north, east, and south. The parcel to the west is not under Williamson Act contract and is owned by the State of California. Adjacent lands to the northwest and west are undeveloped, lands to the south are similarly used for agricultural grazing, and lands to the northeast and east are developed with rural residential uses. The entire parcel is fenced with a pond located in the northern portion of the parcel.

Chronology:

<u>Date</u>	<u>Action</u>
March 21, 2024	- Subject Application for an Agricultural Preserve, PLN2024-00094, submitted.
August 26, 2024	- Subject Application deemed complete.
September 9, 2024	- Agricultural Advisory Committee recommended establishment of the Agricultural Preserve and entry into a California Land Conservation (Williamson) Act contract with the landowner to the Planning Commission.
October 9, 2024	- Planning Commission public hearing.
TBD	- Board of Supervisors public hearing.

## **DISCUSSION**

### A. KEY ISSUES

#### 1. Compliance with the General Plan:

The proposed Agricultural Preserve and Agricultural Land Conservation Act (LCA) Contract are 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. 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, deed restrictions, or other appropriate methods).

Designating the parcel as an Agricultural Preserve and executing a LCA 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 restrict the use of the land to ongoing commercial agriculture, agriculturally related uses, and compatible uses in exchange for a property tax benefit that requires the property to be retained in agricultural production for the duration of the contract.

2. Compliance with Local Coastal Program (LCP) Policies:

The establishment of Agricultural Preserves and execution of LCA Contracts are 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 no permit is needed, this request is consistent with Local Coastal Program agricultural policies, which seeks to preserve and protect rural areas in productive agricultural use, which the subject establishment of an Agricultural Preserve and Williamson Act Contract enrollment would achieve.

3. Compliance with Zoning Regulations:

The establishment of an Agricultural Preserve and request to execute a LCA Contract are 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 by the Zoning Regulations and Local Coastal Program policies, the property contains approximately 4.3 acres of prime agricultural land that would be placed under contract and continue to be in agricultural operation.

4. Compliance with the Williamson Act:

a. Agricultural Preserve Requirements

Consistent with the provisions of Government Code Section 51230, if a property owner wishes to enter into a Williamson Act contract, the property in question must be located in an Agricultural Preserve (AGP). An AGP shall not consist of less than 100 acres, unless the Board determines that an Agricultural Preserve of less than 100 acres is necessary due to the unique characteristics of the agricultural enterprises in the area, and that the establishment of preserves of less than 100 acres is consistent with the General Plan. Once included in

the AGP, a landowner and the County may enter into a contract processed concurrently with the AGP application. The Board shall establish an AGP after a public hearing has been held on the matter and notice thereof given as provided in Section 6061 of the Government Code.

The applicant has requested the establishment of an Agricultural Preserve and Williamson Act contract. Establishing an agricultural preserve on the subject parcel is consistent with the County’s General Plan (“Agricultural” land use designation) since the parcel is larger than 100 acres and is capable of, and currently used for, cattle grazing, an agricultural use. The majority of the adjacent lands are within existing Agricultural Preserves and contain mostly nonprime land with a small portion of Class II prime agricultural soils located in the northeastern portion of the subject parcel and the parcel east of the subject parcel. The two parcels adjacent to the south are under common ownership.

b. 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 and agricultural use areas; location, size, and use of all existing buildings and structures; existing utilities; water courses; and water impoundments. The parcel has a recorded Certificate of Compliance Type B, COC92-0005, in accordance with Uniform Rule 3.A.2.b to prove parcel legality. Additionally, the Statement of Agricultural Uses, including gross parcel acreage, acreage of the grazing operation by heads of livestock and area grazed, and water sources was submitted and verified by staff. The compatible use calculations were not required as there are no compatible uses on the property.

Staff has reviewed the applicable documents for minimum eligibility requirements (see below). The application is compliant with the requirements and qualifies under Grazing as the agricultural use for the proposed contract.

	<b>Williamson Act Program Requirements</b>	<b>Planning Review</b>	<b>Compliance</b>
Agricultural Enterprise Area <sup>1</sup>	Mapped: Agricultural Enterprise Area	Yes	Yes
Important Farmland Series Map <sup>2</sup>	Mapped: Prime, Statewide Significance, Unique, or Local Importance	Local Importance, Grazing Land	--
Land Use	Open Space or Agriculture	Agriculture	Yes

Designation			
Zoning <sup>3</sup>	PAD, RM, or RM-CZ	PAD	Yes
Parcel Size <sup>4</sup>	40 acres	151 acres	Yes
Prime Soils <sup>5</sup>	Class II	4.3 acres	--
Non-Prime Soils	--	146.7 acres	--
Crop Income <sup>6</sup>	None required	N/A	--
Acreage Used for Grazing <sup>7</sup>	75% of the parcel	100% of the parcel	Yes
<p>1. <i>In San Mateo County, there is a region in which the County intends to preserve the agricultural character and use of the land. The Board of Supervisors has adopted an Agricultural Enterprise Area (AEA) which identifies privately owned lands that meet zoning designation and general land use criteria for eligibility under the Williamson Act.</i></p> <p>2. <i>Minimum requirements of land designated on the Important Farmland Series Map only applies to Farmland Security Zone Area Contracts.</i></p> <p>3. <i>Zoning designations: "PAD" (Planned Agricultural District), "RM" (Resource Management), and "RM-CZ" (Resource Management-Coastal Zone).</i></p> <p>4. <i>Parcel size taken from San Mateo County Assessor's Office records.</i></p> <p>5. <i>Class II land capability classification.</i></p> <p>6. <i>No minimum income is required for commercial grazing operations.</i></p> <p>7. <i>Areas dedicated to grazing must be fenced and adequate water must be available within the fenced area.</i></p>			

The parcel is compliant with the minimum requirements that must be demonstrated by owners seeking a Williamson Act contract resulting from a viable commercial grazing operation in three of the five previous years, which the applicant has confirmed. The entire property is currently under a 10-year lease for commercial cattle grazing. The current lessee has been using the property for cattle grazing for the last three years. Prior to that, the property was known as Arata Ranch, a long-time cattle ranch.

### Agricultural Uses

Approximately 151 acres of the site can support grazing operations. Currently, there are 40 heads of cattle rotated. This number fluctuates as some areas are steep and full of brush. The parcel is not irrigated.

### Compatible Uses

There are no structures and no compatible uses on the parcel.

As required by Uniform Rule 2A *Eligibility Requirements for Land Conservation Act Contracts*, the percentage of a parcel's total area used for compatible uses on contracted lands cannot exceed the percentage used for agricultural uses (e.g., crop production, grazing

operation, and horse breeding) and the portion of the parcel used for compatible uses cannot exceed 25 % of the parcel size. Twenty-five percent of the 151-acre project parcel is approximately 37.75 acres. The entire parcel is dedicated to agricultural use with no compatible use area, so this project is compliant.

B. ENVIRONMENTAL REVIEW

The project is categorically exempt from the California Environmental Quality Act, (CEQA), pursuant to CEQA Guidelines Section 15317, Class 17 (Open Space Contracts or Easements), which exempts the establishment of agricultural preserves and the making and renewing of open space contracts under the Williamson Act.

C. REVIEWING AGENCIES

1. San Mateo County Agricultural Advisory Committee

The Agricultural Advisory Committee heard this item at its September 9, 2024 public meeting and unanimously recommended approval of the Agricultural Preserve and Williamson Act contract.

2. San Mateo County Assessor's Office

Comments from the Assessor's Office are found under Section D of this report.

3. San Mateo County Controller's Office

Comments from the Controller's Office are found under Section D of this report.

4. San Mateo County Agricultural Commissioner's Office

The Agricultural Commissioner's Office verified that the subject property is being utilized in commercial agriculture operations.

5. Local Agency Formation Commission

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

The property is located within the boundaries of the Cabrillo Unified School District, San Mateo County Harbor District, San Mateo Flood Control and Sea Level Resiliency District, San Mateo Resource Conservation District, and Midpeninsula Regional Open Space District. The loss of property tax to all agencies in the tax rate area is evaluated in Section D, including impact to the County of San Mateo, County Structural Fire, school district, and property taxing special districts.

**D. FISCAL IMPACT**

The Assessor’s and Controller’s Offices were a sent a referral requesting the estimated tax loss to the County resulting from approval of the project. Their calculations are presented in the two tables below, respectively. Prior to the 2009-2010 State budget, the State annually appropriated funds to partially offset the property tax loss to local government. 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 the 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 concluded by 2020).

<b>Assessor’s Tax Loss Calculation</b>				
	<b>2025 – Factored Base Year Value (FBYV)</b>	<b>2025 - Williamson Act</b>	<b>Difference</b>	<b>Taxes 1%</b>
<b>Land</b>	\$961,454	\$124,410	\$837,044	
<b>Improvements</b>	-	-	-	
<b>Subtotal</b>	\$961,454	\$124,410	\$837,044	
<b>Exemption</b>	-	-	-	
<b>Total</b>	\$961,454	\$124,410	\$837,044	<b>(\$8,370)</b>
<b>Notes:</b>	* WM act estimate is based on market rent of cattle grazing as of 01/01/2024. This value could change in 2025.			
	*This WM act estimate is based on an interest component that is provided/ derived from the State Board of Equalization. This factor has not been published for the 2025 tax year, so the estimate is subject to be slightly off depending on the inflation factor.			



	<i>*The calculation of net operating income assumes a 3% management fee. However, cattle grazing may typically require a fee less than 3%, so this factor is subject to change in 2025.</i>
<b>Conclusion:</b>	<i>Based on calculations, the estimated loss in tax dollars equates to <u>\$8,370.</u></i>

<b><u>Controller's Tax Loss Breakdown</u></b>	
<b>Account Description/Jurisdiction</b>	<b>Net Impact</b>
GENERAL COUNTY TAX	\$ 1,623.00
FREE LIBRARY	\$ 322.00
COUNTY FIRE PROTECTION STRUCTURE	\$ 648.00
CABRILLO UNIFIED GEN PUR	\$ 3,878.00
SM JR COLLEGE GEN PUR	\$ 685.00
BAY AREA AIR QUALITY MANAGEMENT	\$ 21.00
COUNTY HARBOR DISTRICT	\$ 29.00
RESOURCE CONSERVATION DISTRICT	\$ 4.00
COUNTY EDUCATION TAX	\$ 356.00
<b>Total Annual Revenue Loss</b>	<b>\$ 7,567.00</b>

**ATTACHMENTS**

- A. Recommended Findings
- B. Location and Vicinity Map
- C. Site Plan
- D. USDA Soils Map
- E. Statement of Agricultural Uses
- F. Resolution Establishing Agricultural Preserve and Executing a Land Conservation Act Contract

County of San Mateo  
Planning and Building Department

**RECOMMENDED FINDINGS**

Permit or Project File Number: PLN2024-00094      Hearing Date: October 9, 2024

Prepared By: Tiffany Gee, Project Planner      For Adoption By: Planning Commission

**RECOMMENDED FINDINGS**

That the Planning Commission recommend that the Board of Supervisors:

1. 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. Adopt a resolution establishing an agricultural preserve and authorizing execution of a California Land Conservation (Williamson) Act Contract for APN 081-240-050.



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

# **ATTACHMENT B**



0.48 0 0.24 0.48 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

1: 15,361



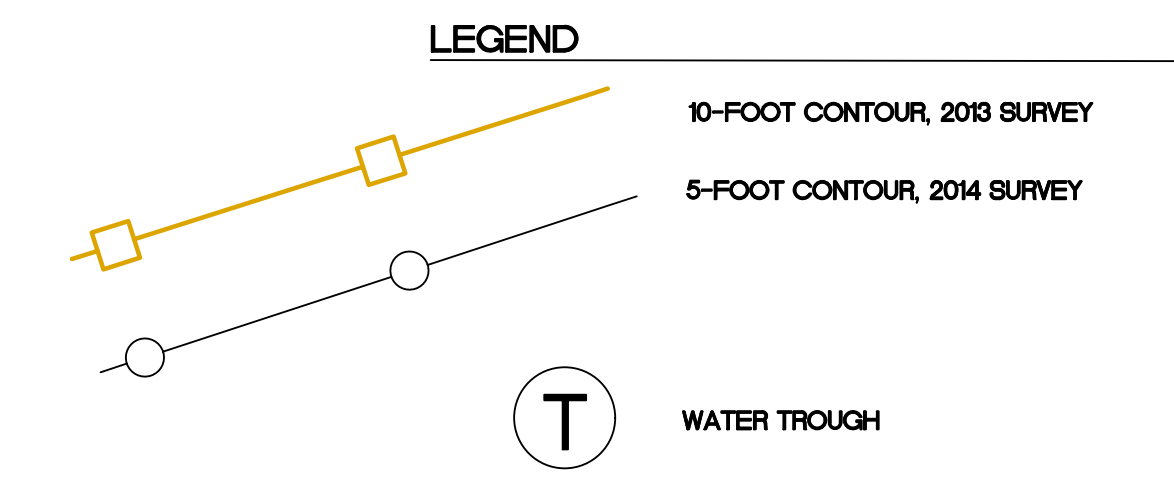
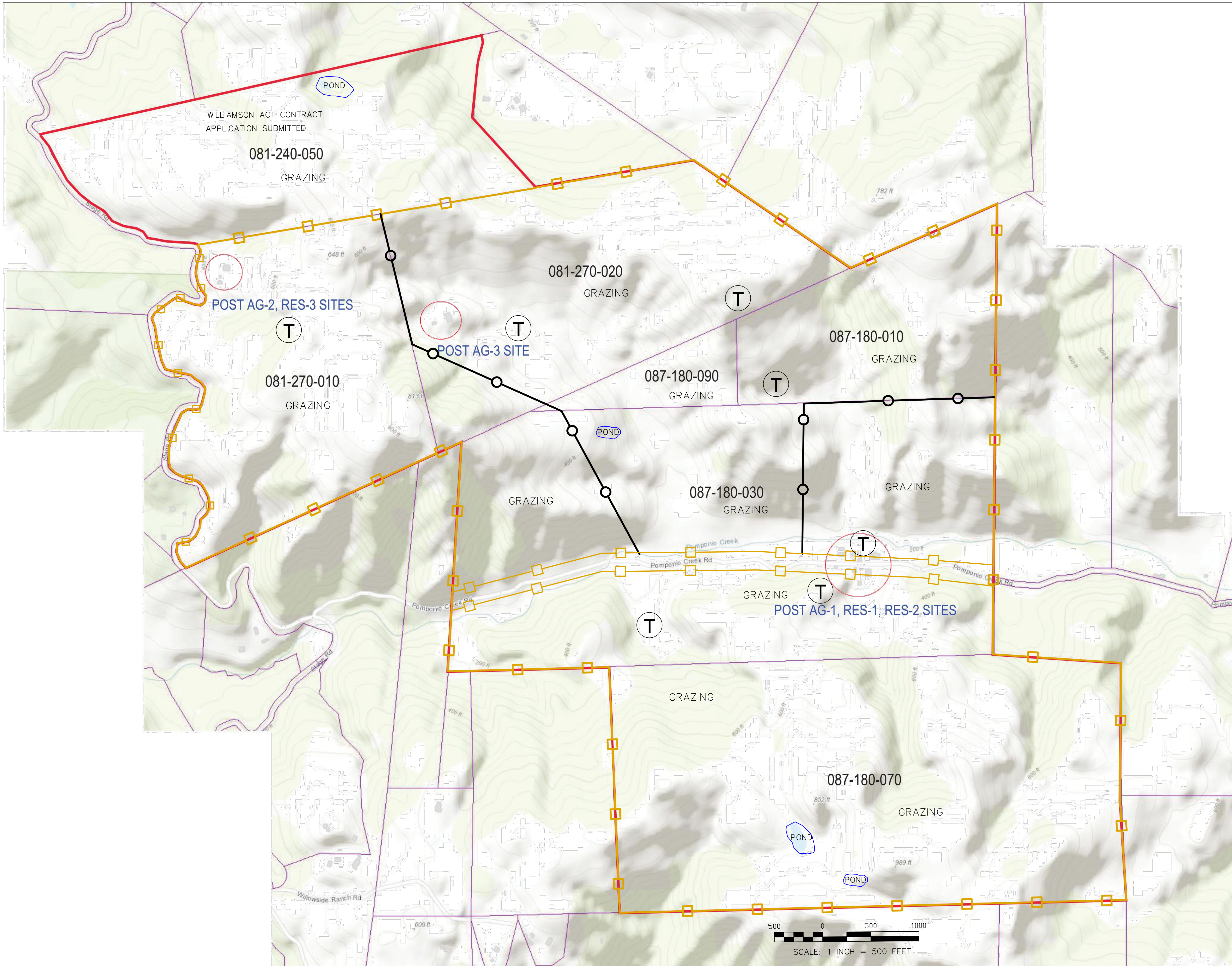
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



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

# **ATTACHMENT C**



Sigma Prime Geosciences, Inc.  
 SIGMA PRIME GEOSCIENCES, INC.  
 332 PRINCETON AVENUE  
 HALF MOON BAY, CA 94019  
 (650) 728-3590  
 FAX: 728-3593

DATE: 2-27-24
DRAWN BY: AZG
CHECKED BY: CMK
REV. DATE:
REV. DATE:

**AGRICULTURE PLAN**  
**HAMM RANCH**  
 6090 STAGE ROAD  
 SAN GREGORIO

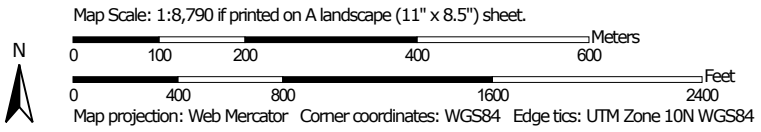
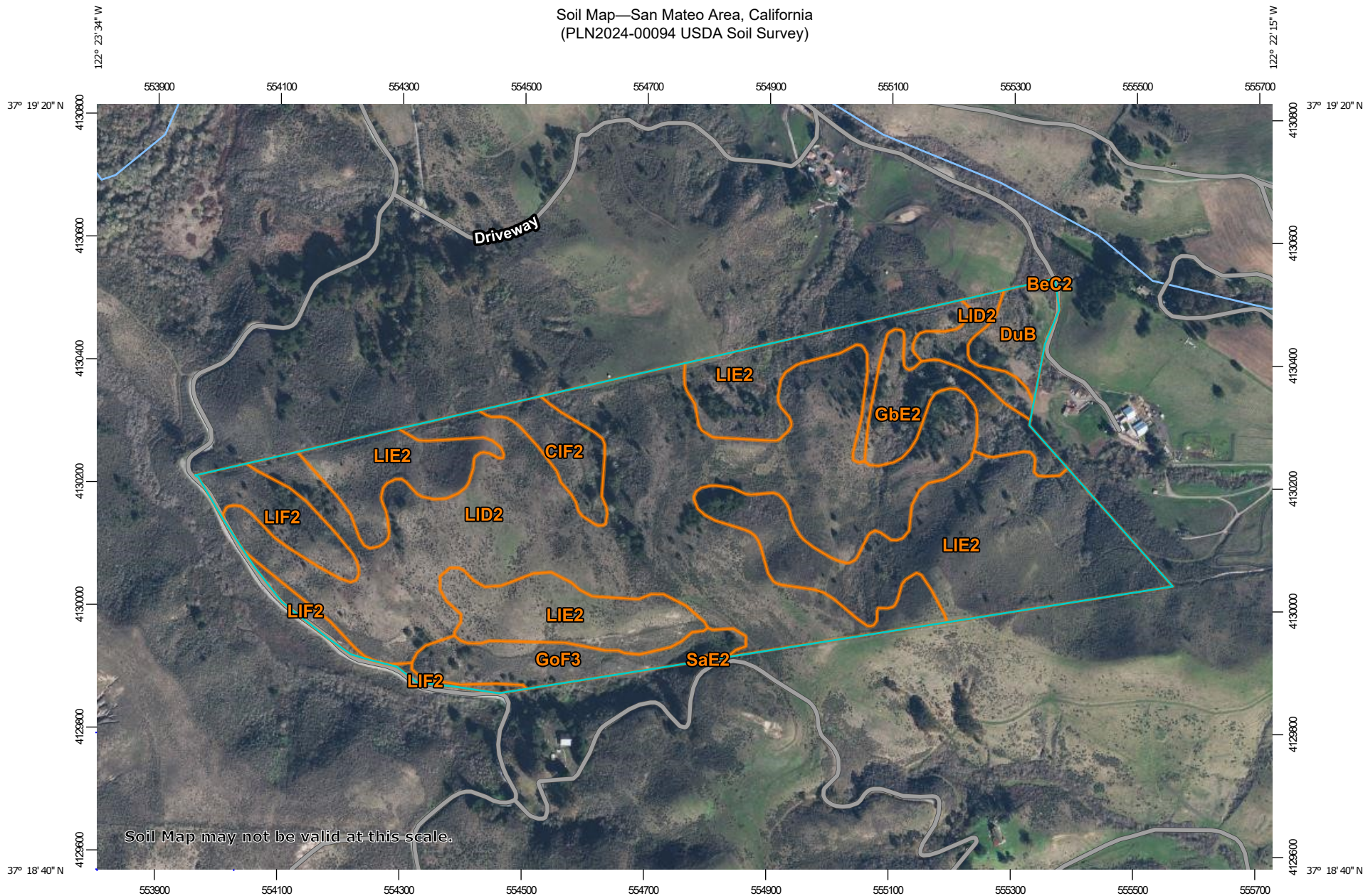
**SHEET**  
**AG-1**



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

**ATTACHMENT D**

Soil Map—San Mateo Area, California  
(PLN2024-00094 USDA Soil Survey)





## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: San Mateo Area, California  
Survey Area Data: Version 17, Sep 11, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 17, 2021—Feb 21, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BeC2	Botella loam, sloping, eroded	0.1	0.0%
CIF2	Colma loam, very steep, eroded	4.1	2.6%
DuB	Dublin clay, gently sloping	3.9	2.5%
GbE2	Gazos loam, steep, eroded	7.2	4.6%
GoF3	Gazos and Lobitos soils, steep and very steep, severely eroded	7.1	4.6%
LID2	Lobitos loam, moderately steep, eroded	73.8	47.6%
LIE2	Lobitos loam, steep, eroded	52.5	33.9%
LIF2	Lobitos loam, very steep, eroded	6.4	4.1%
SaE2	Santa Lucia loam, steep, eroded	0.1	0.0%
<b>Totals for Area of Interest</b>		<b>155.1</b>	<b>100.0%</b>



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

**ATTACHMENT E**

**2. c. A/LCA- Statement of Agricultural Uses**

**Parcel 081-240-050**

**1) Total gross acreage of each parcel and aggregate acreage for multiple parcels, if applicable:**

- a. 151 acres are used for commercial cattle grazing. The parcel is completely fenced

**2) Total acreage of each parcel currently in agricultural production by each crop type and grazing operation by heads of livestock and area grazed**

- a. About 151 acres are available for grazing; 40 heads of cattle are currently rotating. This number fluctuates as some areas are steep and full of brush.

**3) Water source and irrigation methods**

- a. Access to a well on an adjacent parcel
- b. Existing pond on the parcel



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

**ATTACHMENT F**

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

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

\* \* \* \* \*

**RESOLUTION ESTABLISHING AN AGRICULTURAL PRESERVE  
AND AUTHORIZING EXECUTION OF CALIFORNIA LAND CONSERVATION  
(WILLIAMSON) ACT CONTRACT FOR APN 081-240-050**

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

**WHEREAS**, MoonRock 2023 LLC 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 in 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 director 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 CALIFORNIA LAND CONSERVATION  
(WILLIAMSON) ACT CONTRACT**

APN: 081-240-050

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

Parcel 1, as delineated upon that certain Parcel Map filed for Record in the Office of the Recorder of the County of San Mateo, State of California, on January 18th, 1993 in Book 67 of Parcel Maps, at Page 30.

\* \* \* \* \*

## **EXHIBIT “B”**

**To**

### **RESOLUTION ESTABLISHING AN AGRICULTURAL PRESERVE AND AUTHORIZING EXECUTION OF CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT 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.

\* \* \* \* \*

## **EXHIBIT “C”**

**To**

### **RESOLUTION ESTABLISHING AN AGRICULTURAL PRESERVE AND AUTHORIZING EXECUTION OF CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT 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.

\* \* \* \* \*



**CALIFORNIA LAND CONSERVATION CONTRACT**

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

\* \* \* \* \*

**CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT CONTRACT PROVIDING FOR A MINIMUM OF TEN (10) YEAR TERM FOR PARCEL 081-240-050**

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 MoonRock 2023 LLC 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 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 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 California Land Conservation (Williamson) Act 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)

MoonRock 2023 LLC

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By  
President,  
"Owner"

COUNTY OF SAN MATEO

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By  
President, Board of Supervisors  
"County"

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

Clerk of Said Board of Supervisors

(NOTARIAL ACKNOWLEDGMENT)

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