

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

DATE: March 31, 2023

TO: Agricultural Advisory Committee
FROM: Planning Staff
SUBJECT: Community Development Director's Report

CONTACT INFORMATION: Summer Burlison, Senior Planner, SBurlison@smcgov.org

The following is a list of Planned Agricultural District Permits and Coastal Development Exemptions for the rural area of the County that have been received by the Planning Division from March 2, 2023 to March 31, 2023.

PLANNED AGRICULTURAL DISTRICT (PAD) PERMIT OUTCOMES

No PAD permit applications were heard or considered by the Board of Supervisors and/or Planning Commission during this time period.

UPCOMING PLANNED AGRICULTURAL DISTRICT PERMIT PROJECTS

The following PAD permit applications were received by the Planning Division during this time period.

- a. **Owner:** Mr. Mingo Properties, LLC
Applicant: Water Solutions, Inc.
File Number: PLN2023-00081
Location: 1425 Purisima Creek Road, unincorporated Half Moon Bay (rural midcoast)
Assessor's Parcel No.: 066-190-060

Planned Agricultural District Permit and Coastal Development Permit (CDP) to install a new well for domestic and agricultural water use due to existing poorly performing well. The CDP is appealable to the California Coastal Commission. Application received on March 10, 2023. Project Planner: Samuel Becker, SBecker@smcgov.org.

- b. **Owner:** Ronald Cicornio, Joseph McEvoy
Applicant: Joe McEvoy
File Number: PLN2023-00084
Location: 4931 and 5321 Pescadero Creek Road, Pescadero
Assessor's Parcel No.: 087-110-030 and 088-120-190

Planned Agricultural District Permit, Coastal Development Permit (CDP), and Lot Line Adjustment to transfer approximately 3.45 acres from APN 087-110-030 (77.14 acres) to APN 088-120-190 (16.77 acres) in order align previously built existing ag structures

(barn, well, water tanks) onto the correct property. Application received on March 13, 2023. Project Planner: TBD, PlanningProjects@smcgov.org.

- c. **Owner:** Erik Markegard
Applicant: Erik Markegard
File Number: PLN2023-00112
Location: 350 Madera Lane, San Gregorio
Assessor's Parcel No.: 081-320-030

After-the-Fact Coastal Development Permit (CDP) and Planned Agricultural District Permit to legalize a 1,280 sq. ft., two-story cargo container structure built without permits (VIO2022-00089). The CDP is appealable to the California Coastal Commission. Application received on March 31, 2023. Project Planner: TBD, PlanningProjects@smcgov.org.

COASTAL DEVELOPMENT EXEMPTIONS FOR AGRICULTURAL PROJECTS

Three (3) rural CDX applications were submitted during this time period. Please see the attached status report regarding the applications (Attachment A). The CDX list includes the description of the project and its status. A copy of the CDX is available for public review upon request.

OTHER PROJECTS

- a. **Owner:** James Baker
Applicant: James Thompson
File Number: PLN2016-00515
Location: 900 Seaside School Road, San Gregorio
Assessor's Parcel No.: 081-240-060

Coastal Development Permit (CDP), Planned Agricultural District Permit (PAD), and Grading Permit to construct a replacement single-family residence, fire turnaround, new septic system, and a domestic well on a 43.21-acre parcel. There is no tree removal and 345 cubic yards of grading proposed. The CDP is appealable to the California Coastal Commission. Project Planner: Olivia Boo, OBoo@smcgov.org.

The AAC recommended approval at their March 13, 2023 meeting, and requested a subsequent update to confirm that the property complies with the 75% land grazing utilization requirement of the Land Conservation (Williamson) Act Uniform Rules and Procedures.

The applicant has submitted an updated grazing utilization map for the property which demonstrates that the property utilizes over 91% of the property for grazing. See Attachment B.

- b. **Owner:** Nathan and Tamara Wall
Applicant: Nathan Wall
File Number: PLN2023-00074
Location: 131 Tunitas Creek Road, San Gregorio
Assessor's Parcel No.: 066-340-060, 066-340-070, and 066-340-010

Lot Merger to merge three (3) adjacent parcels into one 18.3-acre lot; the existing single-family residence on 066-340-070 will remain. Application received on March 8, 2023; Project Planner: Katheryne Castro-Rivera, KCastrorivera@smcgov.org.

- c. **Owner:** Jeb Boynton and Katie Barnes
Applicant: Jeb Boynton
File Number: PLN2023-00078
Location: 1000 Bear Gulch Road, San Gregorio
Assessor's Parcel No.: 081-310-140

Agricultural/Land Conservation Act (A/LCA) contract for a 42.23-acre parcel where approximately 39 acres is used cattle grazing. Application received on March 9, 2023; Project Planner: Luis Topete, LTopete@smcgov.org.

- d. **Owner:** Peninsula Open Space Trust (POST)
Applicant: Sandra Sommer, c/o POST
File Number: PLN2023-00089
Location: 4350 Cloverdale Road, Pescadero
Assessor's Parcel No.: 086-270-020

Coastal Development Permit (CDP) and Certificate of Compliance Type B to recognize the legal status of a 1,273-acre parcel. The CDP is appealable to the California Coastal Commission. Application received on March 14, 2023; Project Planner: Samuel Becker, SBecker@smcgov.org.

- e. **Owner:** Peninsula Open Space Trust (POST)
Applicant: Sandra Sommer, c/o POST
File Number: PLN2023-00090
Location: 4309 Cloverdale Road, Pescadero
Assessor's Parcel No.: 086-270-010

Coastal Development Permit (CDP) and Certificate of Compliance Type B for a portion of APN 086-270-010 (469.21 acres). The CDP is appealable to the California Coastal Commission. Application received on March 14, 2023; Project Planner: Kanoa Kelley, KKelley@smcgov.org.

- f. **Owner:** Peninsula Open Space Trust (POST)
Applicant: Sandra Sommer, c/o POST
File Number: PLN2023-00091
Location: 4309 Cloverdale Road, Pescadero
Assessor's Parcel No.: 086-270-010

Coastal Development Permit (CDP) and Certificate of Compliance Type B for a portion of APN 086-270-010 (79.94 acres). The CDP is appealable to the California Coastal Commission. Application received on March 14, 2023; Project Planner: Kanoa Kelley, KKelley@smcgov.org.

- g. **Owner:** N/A
Applicant: PG&E
File Number: PLN2023-00107

Location: Various areas
Assessor's Parcel No.: Various

Vegetation management at PG&E's 12kV distribution lines at 57 work locations (including in Anu Nuevo, Pescadero, San Gregorio, and the rural midcoast of San Mateo County). Vegetation management consists of the removal of 63 trees (between 6" dbh – 99" dbh); no subsurface disturbance proposed. Application received March 29, 2023; Project Planner: TBD, PlanningProjects@smcgov.org.

ADDITIONAL ANNOUNCEMENTS

1. The recruitment for AAC vacancies has closed. Applications are currently under review by the Board of Supervisors.

COUNTY OF SAN MATEO

Count Distinct(RECORD ID)						
3						
PERMIT NUMBER	RECORD NAME	DATE OPENED	DESCRIPTION	APN	ADDR FULL LINE1	RECORD STATUS
PLN2023-00082	AG WELL	3/10/2023	CDX for a new ag well to replace an existing poorly performing ag well.	066330190	22495 Cabrillo Hwy, North San Gregorio	Submitted
PLN2023-00088	AG WELL	3/14/2023	CDX for a new ag well.	066310220	1 Meyn Rd North San Gregorio	Submitted
PLN2023-00110	BARN	3/30/2023	CDX for the addition of a 36'x36' (1,296 SF) agricultural barn with a 12'x36' (432 SF) overhang/patio.	066440010	425 Dehoff Canyon Rd, unincorporated Half Moon Bay	Submitted

Pasture (Grazing) Lease Agreement

Date and names of parties. This lease is entered into on April 1, 2023,
 Between: James Baker, AKA Baker Ranch (Landlords) Lessor(s),
 at (address) 900 Seaside School Road, San Gregorio CA 94070
 and, Peter Ranch Inc. (Tenants) Lessee(s),
 at (address) 2359 Purisima Creek Road, Half Moon Bay, CA 94019.

The parties to this lease agree to the following provisions:

Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of San Mateo and the State of California, and described as follows: The property has approximately of 39 acres of grazing area as shown on the attached Grazing Area Compliance Exhibit. The property has irrigated and natural grazing pastures and miscellaneous structures used for farming, grazing, watering, shelter, feed storage, and doctoring. commonly known as the Baker Ranch consisting of approximately 43.21 acres, together with all buildings and improvements thereon belonging to the Lessor, except the livestock that is described herein which have been branded by Peter Ranch, Inc.

Length of tenure. The term of this lease shall be from April 1, 2023, to April 1, 2028, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 3 months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing in the space provided and the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1. Animal Units

Not more than Fifteen (15) animal units shall be kept in the pasture at any one time without the express written consent of the Lessor. Deliberate violation of this provision shall constitute grounds for termination of this lease. (In general, each 1,000 pounds of average weight shall be one animal unit. If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units; one 1,000-pound cow, 1 animal unit; one yearling steer or heifer, .075 animal unit; calf, 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse, 1.25 animal unit.)

Stocking rate	Number of head	Number of animal units
Bulls	<u>1</u>	<u>1.25</u>
Cows	<u>5</u>	<u>5.00</u>
Yearling steers	<u>1-3</u>	<u>2.25</u>
Yearling heifers	<u>1-5</u>	<u>3.75</u>
Calves, 6 to 12 mos.	<u>1-3</u>	<u>1.50</u>
Calves, 3 to 6 mos.	<u>1-3</u>	<u>0.90</u>
Other	_____	_____
Other	_____	_____

Section 2. Lessor and Lessee Responsibilities

Lessor and Lessee agree to divide and assume the following responsibilities: (Use X or initials to indicate responsibility.)

	Lessor	Lessee
Inspect fences not less than once per 30 Days .	<u> X </u>	<u> X </u>
Furnish labor for repair of fences.	<u> </u>	<u> X </u>
Furnish materials for repair of fences.	<u> X </u>	<u> </u>
Supervise supply of water to livestock.	<u> </u>	<u> X </u>
Furnish labor for repair of water system.	<u> X </u>	<u> X </u>
Furnish materials for repair of water system.	<u> </u>	<u> X </u>
Furnish salt & mineral.	<u> </u>	<u> X </u>
Count livestock not less than once per 100 Days .	<u> </u>	<u> X </u>
Return stray animals to pasture.	<u> </u>	<u> X </u>
Call veterinarian in case of emergency.	<u> </u>	<u> X </u>
Pay veterinary expenses.	<u> </u>	<u> X </u>
Provide loading and unloading facilities.	<u> X </u>	<u> X </u>
Furnish supplementary feed, if needed.	<u> </u>	<u> X </u>
Notify other party of shortage in count N/A .	<u> </u>	<u> </u>
Provide facilities for fly control.	<u> </u>	<u> X </u>
Keep fly-control facilities in working order.	<u> </u>	<u> X </u>
Additional agreements:		

Note: All labor for fence repair and fence and all ground improvements shall be the responsibility of the Lessee.

Section 3. Lessee's Obligations and Duties

The Lessee further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

A. Activities required:

1. To furnish health certificates as follows: N/A

2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds cut.
3. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
4. To comply with pollution control, water quality, and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
5. Insurance: For the term of the lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on these premises hereunder for the following types and in stated minimum amounts:
 - i) Liability Insurance: \$ N/A per person
 - ii) Property Damage: \$ N/A per occurrence
 - iii) Workers Compensation: Full Statutory LimitsLessee shall furnish a Certificate of Insurance and agrees that all applicable insurance policies name the Lessor as an additional insured and to receive notice of termination of coverage.
6. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation.

7. To be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

B. Activities restricted. The Lessee further agrees:

1. Not to pasture livestock that continue to break through fences. Should any animal be found outside the pasture on at least three occasions, the Lessor may request its removal.
2. Not to put any cattle in pasture without getting specific approval from the Lessor in advance regarding number, health, sex, breed, and age.
3. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
4. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
5. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here: N/A

6. Not to cut live trees for sale purposes or personal uses.
7. Not to erect or permit to be erected any commercial advertising signs on the farm.
8. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

C. Additional agreements: _____



900 SEASIDE SCHOOL ROAD MINIMUM GRAZING AREA FOR WILLIAMSON ACT COMPLIANCE APN 081-240-060		
PARCEL AREA	43.21	ACRES
COMPLIANCE RATIO	75%	
MINIMUM GRAZING AREA	32.41	ACRES
GRAZING AREAS	SF	ACRES
GRAZING AREA 1	312,034.82	7.16
GRAZING AREA 2	385,121.19	8.84
GRAZING AREA 3	20,683.71	0.47
GRAZING AREA 4	495,990.91	11.39
GRAZING AREA 5	77,216.01	1.77
GRAZING AREA 6	13,841.55	0.32
GRAZING AREA 7	410,784.21	9.43
TOTALS	1,715,672.40	39.39
GRAZING AREA RATIO	91.15%	
DEVELOPED AREA	166,555.20	3.82
PARCEL AREA	1,882,227.60	43.21



JET ENGINEERING
CONSULTING CIVIL ENGINEERS
1048 EL CAMINO REAL, SUITE C
REDWOOD CITY, CA 94063

LANDS OF BAKER
900 SEASIDE SCHOOL RD
SAN GREGORIO, CA 94074

WILLIAMSON ACT
GRAZING AREA COMPLIANCE EXHIBIT

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	03/13/23	AAC MEETING COMMENTS	JET

JOB NO. **R900-S-19**
DATE: **03/14/23**
DRAWN: **DC**
CHECKED: **JET**
SCALE: **1" = 100'**

SHEET NO.
EX-1
1 OF 1 SHEETS