

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

DATE: July 8, 2024

TO: Agricultural Advisory Committee

FROM: Luis Topete, Planning Staff

SUBJECT: Consideration of a California Land Conservation (Williamson) Act Contract for a 42.23-acre parcel located at 1000 Bear Gulch Road in the unincorporated San Gregorio area of San Mateo County.

County File Number: PLN2023-00078 (Boynton)

PROPOSAL

The applicant, Jeb Boynton, is requesting the execution of a California Land Conservation (Williamson) Act contract on a 42.23-acre parcel. The parcel is located on the east side of Bear Gulch Road at 1000 Bear Gulch Road, San Gregorio, CA 94074 (Assessor's Parcel Number 081-310-140).

The parcel is approximately 3.13 acres of prime agricultural land, 39.1 acres of non-prime agricultural land, and is developed with a single-family dwelling, detached garage, 294-square-foot office, 80-square-foot shed, five water tanks, well and septic system. Approximately 39.5 acres is dedicated to agricultural use, and 2.73 acres to compatible use area. The entire property is currently under lease for livestock grazing and has been leased for livestock grazing since January 1, 2020; the current contract term is through December of 2025.

DECISION MAKER

Board of Supervisors

QUESTIONS FOR THE AGRICULTURAL ADVISORY COMMITTEE

1. Does the Agricultural Advisory Committee recommend to the Planning Commission and Board of Supervisors that the County enter into a California Land Conservation (Williamson Act) contract with the landowner?

BACKGROUND

Report Prepared By: Luis Topete, Project Planner, ltopete@smcgov.org

Applicant: Jeb Boynton

Owner: Jeb Boynton and Katie Barnes

Location: 1000 Bear Gulch Road, San Gregorio

APN: 081-310-140

Parcel Size: 42.23 acres

Existing Zoning: Planned Agricultural District/Coastal Development

General Plan Designation: Agriculture

Local Coastal Plan Designation: Agriculture

Williamson Act: Not contracted. Property is within an existing 397-acre Agricultural Preserve approved in 1967 (AP 67-49). Parcel is not identified on the San Mateo County Important Farmland Map (2018) as containing Prime Farmland but is mapped on the County of San Mateo Planning and Building Department Map Viewer as having approximately 3.13 acres of Prime Agricultural Land with a Class II land capability classification.

This parcel was under Williamson Act contract dating back to 1967. On August 9, 2011, the County Board of Supervisors adopted a resolution authorizing a County initiated Notice of Non-Renewal of California Land Conservation Contracts for an en masse non-renewal filing of non-compliant Williamson Act contracted parcels. This was in response to a Department of Conservation audit conducted in 2007 in which 128 parcels were identified as non-compliant based on the following criteria: (1) surveys returned indicating no or insufficient commercial agriculture; (2) surveys not returned; and/or (3) parcel ineligible due to current zoning. The subject parcel was identified and listed. On September 23, 2011, the County recorded the Notice of Non-Renewal which began a nine-year contract phaseout and property tax reassessments. The contract expired on December 31, 2020. The applicant purchased this property in July of 2019. The subject parcel is currently under lease for livestock grazing and has been leased for livestock grazing since January 1, 2020, with a contract term through December of 2025.

Existing Land Use: Grazing land, single-family dwelling, detached garage, 294-square-foot office, 80-square-foot shed, five water tanks, well and septic system.

Water Supply: Existing domestic well

Sewage Disposal: Existing septic system

Flood Zone: Flood Zone X (area of minimal flooding) for a majority of the parcel; and Flood Zone A (1% annual chance of flooding) along the west end of the property near Clear Creek (~0.16 acres) and along the east end of the property along Corte Madera Creek (~3.42 acres). Federal Emergency Management Agency, Flood Insurance Rate Map, Community Panel 06081C0380E, effective October 16, 2012.

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 Bear Gulch Road at 1000 Bear Gulch Road in San Gregorio, approximately 0.72 miles northeast of the intersection of Highway 84 and Bear Gulch Road. The property is surrounded on all sides by lands under Williamson Act contract. Adjacent lands are similarly used for agricultural and rural development. The property is fenced with rolling grassland and is partially wooded with steep terrain and bordered by Corte Madera Creek on the east.

Chronology:

| <u>Date</u> | - | <u>Action</u> |
|---------------|---|--|
| March 9, 2023 | - | Application submitted. |
| June 14, 2024 | - | Application deemed complete. |
| July 8, 2024 | - | Agricultural Advisory Committee meeting. |
| TBD | - | Planning Commission public hearing. |
| TBD | - | Board of Supervisors public hearing. |

Will the project be visible from a public road?

No, development is proposed with this application for a Williamson Act contract.

Will any habitat or vegetation need to be removed for the project?

No.

Is there prime soil on the project site?

Yes, approximately 3.13 acres.

DISCUSSION

A. KEY ISSUES

Planning staff has reviewed this proposal and has concluded the following:

1. Compliance with the General Plan

The proposed Agricultural Land Conservation Act (LCA) Contract 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. 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).

Executing the 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 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 with Local Coastal Program (LCP) Policies:

The execution of the LCA Contract is not defined as development in the County's Local Coastal Program. Thus, this action is not subject to the issuance of a Coastal Development permit. Though no permit is needed, this request is consistent with LCP agricultural policies.

3. Compliance with Zoning Regulations:

The request to execute a LCA Contract 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 by the Zoning and

Local Coastal Program Regulations, the property contains approximately 3.13- acres of prime agricultural land that would be placed under contract.

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 may be expanded or reduced by an action of the Board of Supervisors and 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 Agricultural Preserve, a landowner and the County may enter into a contract processed concurrently with the Agricultural Preserve application. If a landowner whose property is included in an AGP wishes to have that property excluded from the AGP, he/she may apply to disestablish or alter the boundaries of the preserve. The Board shall establish, disestablish or alter 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 property was placed in an AGP at the time it concurrently entered into an LCA Contract in 1967. On August 9, 2011, the County Board of Supervisors authored a County initiated Notice of Non-Renewal for this property which was recorded on September 23, 2011, beginning a nine-year contract phaseout and property tax reassessments. The contract expired on December 31, 2020. No action to disestablish or alter the boundaries of the existing AGP was taken. Thus, the property is within an existing 397-acre Agricultural Preserve approved in 1967 (AP 67-49). The majority of the adjacent lands are within existing Agricultural Preserves, with Class II prime agricultural soils located along Clear Creak to the north and the south. There are no contiguous lands 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; and existing utilities. The parcel is legal with all structures either built by permit or currently going through the County building permit process. Additionally, the Statement of

Agricultural Uses, including gross parcel acreage, acreage of the grazing operation by heads of livestock and area grazed, water sources, and compatible use calculations were submitted and verified by staff.

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.

| | Williamson Act Program Requirements | Planning Review | Compliance |
|---|--|------------------------|-------------------|
| Agricultural Enterprise Area ¹ | Mapped: Agricultural Enterprise Area | Yes | Yes |
| Important Farmland Series Map ² | Mapped: Prime, Statewide Significance, Unique, or Local Importance | Grazing Land | -- |
| Land Use Designation | Open Space or Agriculture | Agriculture | Yes |
| Zoning ³ | PAD, RM, or RM-CZ | PAD | Yes |
| Parcel Size ⁴ | 40 acres | 42.23 acres | Yes |
| Prime Soils ⁵ | -- | 3.13 acres | -- |
| Non-Prime Soils | -- | 39.1 acres | -- |
| Crop Income ⁶ | None required | N/A | -- |
| Acreage Used for Grazing ⁷ | 75% of the parcel | 93.5% of the parcel | Yes |
| <p>1. 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.</p> | | | |
| <p>2. Minimum requirements of land designated on the Important Farmland Series Map only applies to Farmland Security Zone Area Contracts.</p> | | | |
| <p>3. Zoning designations: "PAD" (Planned Agricultural District), "RM" (Resource Management), and "RM-CZ" (Resource Management-Coastal Zone).</p> | | | |
| <p>4. Parcel size taken from San Mateo County Assessor's Office records.</p> | | | |
| <p>5. Class II land capability classification.</p> | | | |
| <p>6. No minimum income is required for commercial grazing operations.</p> | | | |
| <p>7. Areas dedicated to grazing must be fenced and adequate water must be available within the fenced area.</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. The entire property is currently under lease for livestock grazing and has been leased for livestock grazing since January 1, 2020; the current contract term is through December of 2025.

Agricultural Uses

Approximately 39.5 acres of the site can support grazing operations. Currently, there are 14 head of cattle rotated, including six cow-calf pairs. This number fluctuates. The parcel is not irrigated.

Compatible Uses

Existing development on the parcel consists of a one-family dwelling, detached garage, 294-square-foot office, 80-square-foot shed, five water tanks, well and septic system, as identified in the table below:

| Existing Development | |
|--|---------------|
| Building | Size |
| Main Ranch House | 2,486 sq. ft. |
| Detached Garage | 720 sq. ft. |
| Office ¹ | 294 sq. ft. |
| Shed | 80 sq. ft. |
| (3) 2,500-gallon Water Tanks | -- |
| (2) 5,000-gallon Water Tanks | -- |
| Well | -- |
| Septic System | -- |
| Total | 3,580 |
| <p>1. With regard to detached accessory buildings within the Planned Agricultural District (PAD), the County maintains a policy wherein the PAD is classified as a residential area. Consequently, detached accessory building location criteria applicable to residential districts apply within the PAD.</p> | |

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

% of the 42.23-acre project parcel is approximately 10.56 acres. Approximately 39.5 acres is dedicated to agricultural use, and 2.73 acres to compatible use area. The maximum allowance of compatible uses for this parcel is not exceed.

In calculating the maximum allowance of compatible uses permitted on a parcel, the following are excluded: unpaved roads, farm labor housing, building/structures used to support the agricultural use (e.g., barns), and underground utilities. The access driveway is an unpaved road. Further, new small structure construction of 500 sq. ft. or less, such as the office, are exempt from a determination of compatibility and is deemed a compatible use, provided that the proposed use does not significantly reduce the amount of land being used for agricultural purposes or interfere with existing agricultural activities. The office is behind the residence in the 2.73 acres designated on the site plan as the compatible uses area.

All development on the parcel is in compliance with the criteria for compatible uses on contracted lands under the Williamson Act Program (Uniform Rule 2.A.5.b), including the provisions of Government Code Sections 51238-51238.1 and the underlying land use designation and zoning of the parcel. A Determination of Compatibility by the Agricultural Advisory Committee is not required per the provisions found in Uniform Rule 2.A.5.b.2. All existing compatible uses are compliant with the Williamson Act Program.

B. STAFF EVALUATION

Based on the information submitted by the landowner, staff recommends the parcel be encumbered by a Williamson Act contract.

ATTACHMENTS

- A. Vicinity Map
- B. Site Plan
- C. USDA Soils Map
- D. Statement of Agricultural Uses
- E. Resolution Executing a Land Conservation Act Contract
- F. Legal Description



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT A



San Mateo County

VICINITY MAP - PLN2023-00078: AG PRESERVE / LCA CONTRACT



0.28



WGS_1984_Web_Mercator_Auxiliary_Sphere
 © Latitude Geographics Group Ltd.

1:9,028



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 B

BUILDINGS

FIRE

REVISIONS

| | |
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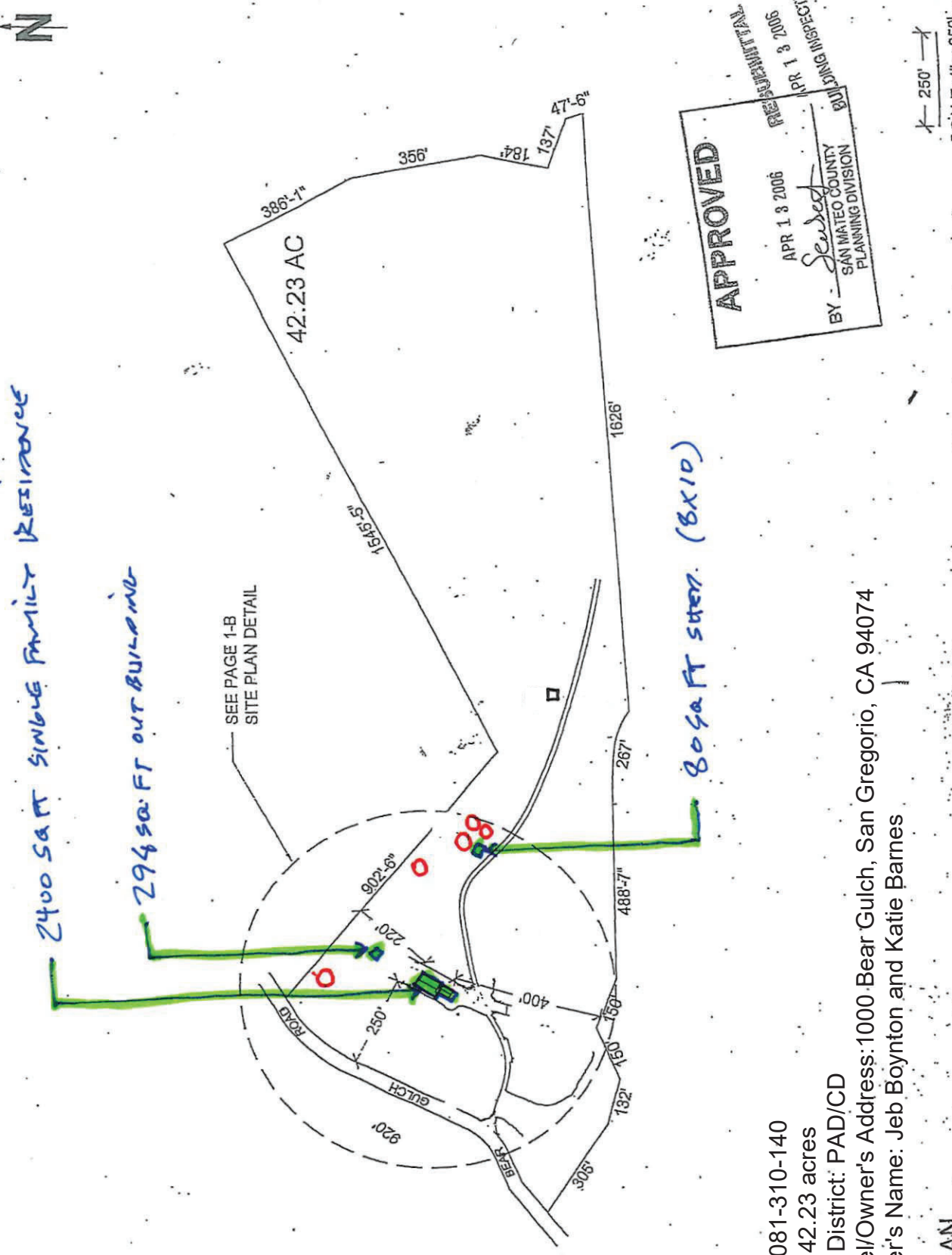
WALDEN RESIDENCE
1000 BEAR GULCH ROAD
SAN GREGORIO, CA

DATE: 06/08/06
DRAWN BY: [Signature]

SCALE: AS NOTED
PAGE

APR 13 2006
SAN MATEO COUNTY
PLANNING DIVISION

SCALE: 1" = 250'



2400 SA FT SINGLE FAMILY RESIDENCE

29450 FT OUT BUILDING

8050 FT STAIR (8x10)

APPROVED
APR 13 2006
BY: [Signature]
SAN MATEO COUNTY
PLANNING DIVISION

APN: 081-310-140
Size: 42.23 acres
Zone District: PAD/CD
Parcel/Owner's Address: 1000 Bear Gulch, San Gregorio, CA 94074
Owner's Name: Jeb Boynton and Katie Barnes

THE PLAN

081-310-140 7-19-05 4-1-06 4-12-06

081-310-140

WELL / WATER IMPROVEMENTS

FIRE

REVISIONS:



WALDEN RESIDENCE
1000 BEAR GULCH ROAD
SAN GREGORIO, CA

DATE: 06/08/06
DRAWN BY:

All drawings and information herein constitute the original unexpired work of the drafter and shall not be used for any other purpose without the written consent of the drafter.

SCALE: AS NOTED
PAGE

APPROVED
APR 18 2006
BY: *Seubert*
SAN MATEO COUNTY
PLANNING DIVISION
BUILDING INSPECTION
APR 13 2006
REGISTRATION # 15747

SCALE: 1" = 250'
1" = 250'

(2) 2500 GALLON

SEE PAGE 1-B
SITE PLAN DETAIL

(2) 5000 GALLON

2500 GALLON



APN: 081-310-140
Size: 42.23 acres
Zone District: PAD/CD
Parcel/Owner's Address: 1000 Bear Gulch, San Gregorio, CA 94074
Owner's Name: Jeb Boynton and Katie Barnes

TE PLAN

081-310-140 7-19-05 4-1-06 4-12-06

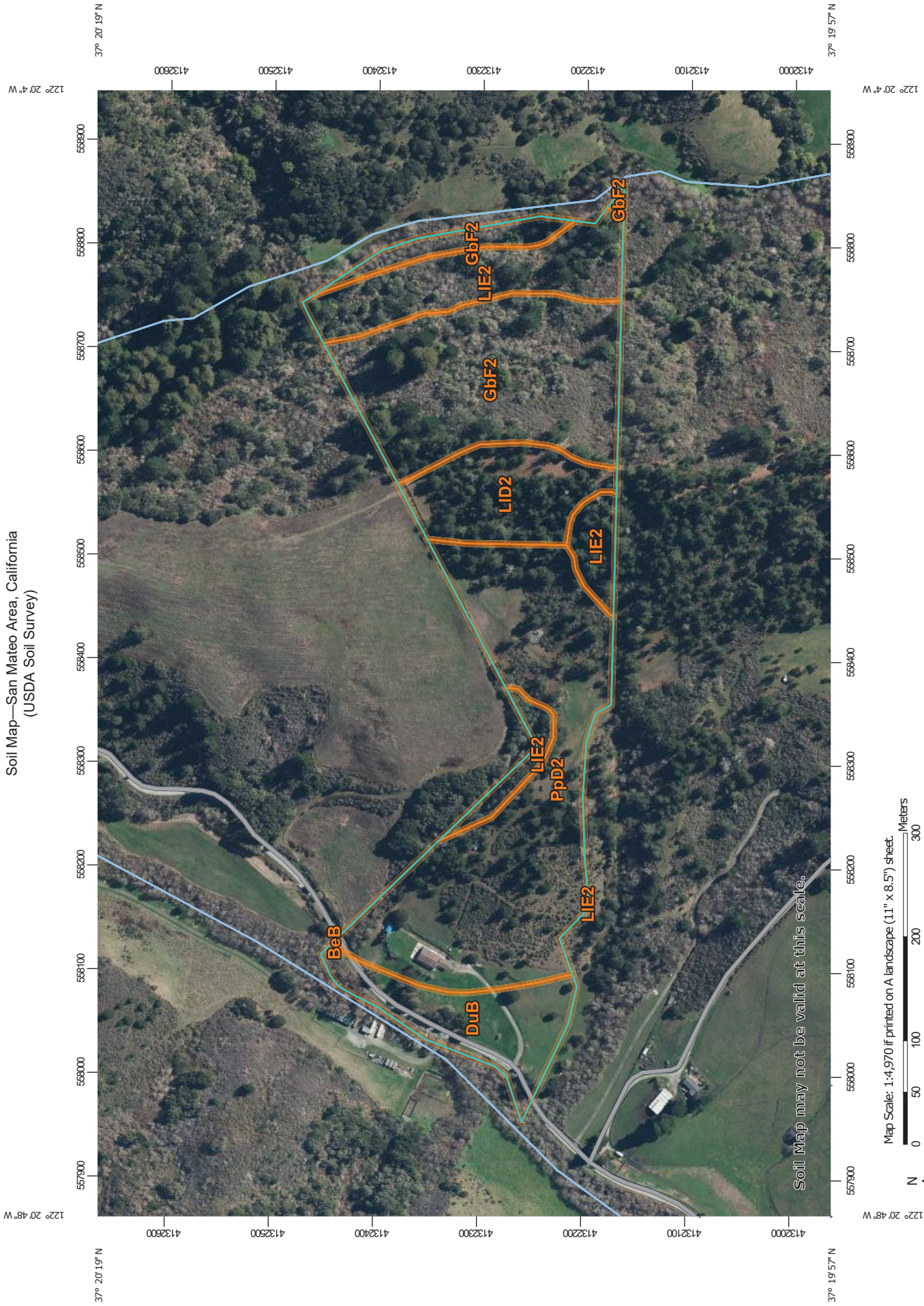
081-310-140



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT C

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



Map Scale: 1:4,970 if printed on A landscape (11" x 8.5") sheet.








































Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

| | |
|--|---|
|  Area of Interest (AOI) |  Spoil Area |
|  Soil Map Unit Polygons |  Stony Spot |
|  Soil Map Unit Lines |  Very Stony Spot |
|  Soil Map Unit Points |  Wet Spot |
|  Special Point Features |  Other |
|  Blowout |  Special Line Features |
|  Borrow Pit | Water Features |
|  Clay Spot |  Streams and Canals |
|  Closed Depression | Transportation |
|  Gravel Pit |  Rails |
|  Gravelly Spot |  Interstate Highways |
|  Landfill |  US Routes |
|  Lava Flow |  Major Roads |
|  Marsh or swamp |  Local Roads |
|  Mine or Quarry | Background |
|  Miscellaneous Water |  Aerial Photography |
|  Perennial Water | |
|  Rock Outcrop | |
|  Saline Spot | |
|  Sandy Spot | |
|  Severely Eroded Spot | |
|  Sinkhole | |
|  Slide or Slip | |
|  Sodic Spot | |

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 16, Sep 14, 2022

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 |
|------------------------------------|--|--------------|----------------|
| BeB | Botella loam, 2 to 9 percent slopes, MLRA 14 | 0.0 | 0.0% |
| DuB | Dublin clay, gently sloping | 3.6 | 9.7% |
| GbF2 | Gazos loam, very steep, eroded | 10.3 | 28.0% |
| LID2 | Lobitos loam, moderately steep, eroded | 3.7 | 10.0% |
| LIE2 | Lobitos loam, steep, eroded | 6.0 | 16.2% |
| PpD2 | Pomponio loam, moderately steep, eroded | 13.3 | 36.0% |
| Totals for Area of Interest | | 36.9 | 100.0% |



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT D

2.c. A/LCA – Statement of Agricultural Uses

Parcel 081-310-140

- 1) Total gross acreage of each parcel and aggregate acreage for multiple parcels, if applicable:
 - a. 42.23ac

- 2) Total acreage of each parcel currently in agricultural production and acreage by each crop type, and grazing operation by heads of livestock and area grazed:
 - a. About 39.5 acres are available for grazing, currently there are 14 head of cattle rotated, including 6 cow/calf pair. This number fluctuates. Some of the agricultural use area is steep and wooded

- 3) Water source and irrigation method:
 - a. Well, as located on map and stock tank. Parcel is not irrigated.

- 4) Calculations and supporting compliance with Uniform Rule 2 A.5.2.b (Maximum Allowance of Compatible Uses). There are no DOC exceptions on parcel.
 - a. Existing 2300sq ft single family residence with detached garage
 - b. (1) 294 sq ft out building (located in compatible use area, see map)
 - c. (1) 80sq ft shed (located in agricultural use area, see map)
 - d. Compatible Use Area calculation = approx. 2.73 acres / 42.23 acres = approx. 6%, 94% agricultural use

- 5) Gross Agricultural Income Documentation:
 - a. N.A. – no income requirements for grazing



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT E

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION TO AUTHORIZE EXECUTION OF A CALIFORNIA LAND
CONSERVATION (WILLIAMSON ACT) CONTRACT**

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

WHEREAS, Jeb Boynton and Katie Barnes, owners of certain land in the County of San Mateo used for agricultural purposes within the concept of the California Land Conservation Act of 1965, have requested to enter into an Agricultural Land Conservation Act Contract on a properly executed contract form heretofore approved by this Board, for execution by the Board; and

WHEREAS, said property is located in an Agricultural Preserve established by the County in 1967; 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 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

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as

follows:

1. That the form of the Land Conservation Contract presented to this Board be, and the same is hereby, approved.

2. 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 their signature hereto.

3. 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"

**RESOLUTION AUTHORIZING EXECUTION OF A CALIFORNIA LAND
CONSERVATION (WILLIAMSON ACT) CONTRACT**

APN: 081-310-140

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE SAN GREGORIO RANCHO, BEING A PORTION OF THAT CERTAIN 397.057 ACRE, MORE OR LESS TRACT OF LAND DESCRIBED IN DECREE OF DISTRIBUTION OF THE ESTATE OF JOHN V. SOUZA, DECEASED, RECORDED JULY 7, 1943 IN BOOK 1070 OF OFFICIAL RECORDS AT PAGE 119, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE LANDS CONVEYED TO KEITH L. JOHNSON, ET UX, BY THAT CERTAIN DEED RECORDED ON NOVEMBER 2, 1971 IN BOOK 6039 OF OFFICIAL RECORDS AT PAGE 265 (FILE NO. 59447AE), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; SAID WESTERLY CORNER BEING IN THE CENTER LINE OF RIGHT OF WAY DESCRIBED IN DEED TO THE COUNTY OF SAN MATEO, RECORDED NOVEMBER 9, 1938 IN BOOK 818 OF OFFICIAL RECORDS AT PAGE 71, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID CENTER LINE OF SAID RIGHT OF WAY, SOUTH 60° WEST 58.49 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 400 FEET, THROUGH A CENTRAL ANGLE OF 33° 30' AN ARC DISTANCE OF 233.87 FEET; THENCE SOUTH 26° 30' WEST 310.64 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 200 FEET THROUGH A CENTRAL ANGLE OF 41° 30', AN ARC DISTANCE OF 144.86 FEET; THENCE SOUTH 68° WEST 43.69 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 200 FEET THROUGH A CENTRAL ANGLE OF 14° 30' 15", AN ARC DISTANCE OF 50.63 FEET THENCE LEAVING SAID CENTERLINE OF THE AFORESAID RIGHT OF WAY (BOOK 818 OF OFFICIAL RECORDS AT PAGE 71) AND RUNNING SOUTH 57° 16' 23", EAST 304.76 FEET; AND THENCE SOUTH 67° 24' 25" EAST 131.97 FEET TO THE JUNCTION OF THE CENTERLINE OF TWO DRAWS; RUNNING THENCE ALONG THE CENTERLINE OF THE MOST NORTHERLY OF THE TWO DRAWS NORTH 73° 19' 45" EAST 150.07 FEET; THENCE SOUTH 55° 06' 55" EAST 149.93 FEET; THENCE SOUTH 89° 33' 37" EAST 488.59 FEET; THENCE SOUTH 71° 43' 46" EAST 92.57 FEET; THENCE SOUTH 55° 43' 20" EAST 98.03 FEET; THENCE SOUTH 25° 59' 22" EAST 71.22 FEET TO THE POINT OF INTERSECTION THEREOF WITH A POINT WHICH BEARS SOUTH 37° 57' 40" EAST 1296.97 FEET FROM THE MOST WESTERLY CORNER OF THE AFORESAID LANDS CONVEYED TO KEITH L. JOHNSON, ET UX (FILE NO. 59447AE); THENCE LEAVING SAID CENTER LINE OF SAID NORTHERLY DRAW AND RUNNING NORTH 87° 00' 18"

EAST 1626 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF CORTE MADERA CREEK; THENCE UP THE CENTER LINE OF CORTE MADERA CREEK IN A NORTHERLY DIRECTION TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF THE AFORESAID LANDS CONVEYED TO KEITH L. JOHNSON, ET UX (FILE NO. 59447AE); RUNNING THENCE ALONG THE BOUNDARY LINES OF SAID LANDS OF JOHNSON SOUTH 63° 17' 15" WEST 1545.41 FEET, MORE OR LESS, TO AN ANGLE POINT THEREON; THENCE CONTINUING NORTH 49° 41' 40" WEST 902.50 FEET AT THE POINT OF BEGINNING.

* * * * *

EXHIBIT "B"

**RESOLUTION AUTHORIZING EXECUTION OF A 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"

RESOLUTION AUTHORIZING EXECUTION OF A 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, electrical, water, communication, or agricultural laborer housing facilities.
 - b. Non-residential development customarily considered accessory to agricultural uses including but not limited to barns, storage/equipment sheds, water wells, well covers, pump houses, water storage tanks, water impoundments, and water pollution control facilities for agricultural purposes.
 - c. Soil dependent and non-soil dependent greenhouses and nurseries.
 - d. Dairies.
 - e. Temporary road stands for seasonal sale of produce grown in San Mateo County.
 - f. Permanent road stands for the seasonal sale of produce.
 - g. Single-family residences, including repairs, alterations, and additions.
 - h. Keeping of pets in association with a single-family dwelling and the limited keeping of pets in association with a farm labor housing unit or multi-family dwelling unit.

- i. Animal fanciers.
- j. Aquacultural activities.
- k. 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. _____

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**CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT CONTRACT
PROVIDING FOR A MINIMUM OF TEN (10) YEAR TERM FOR PARCEL 081-310-140**

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 Jeb Boynton and Katie Barnes or successors thereof, hereinafter referred to as "OWNER"; and

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

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 No. 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 it 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)

JEB BOYNTON

By
President,
"Owner"

KATIE BARNES

By
President,
"Owner"

COUNTY OF SAN MATEO

By
President, Board of Supervisors
"County"

ATTEST: _____

Clerk of Said Board of Supervisors

(NOTARIAL ACKNOWLEDGMENT)

* * * * *



COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT

ATTACHMENT F

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 081-310-140

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE SAN GREGORIO RANCHO, BEING A PORTION OF THAT CERTAIN 397.057 ACRE, MORE OR LESS TRACT OF LAND DESCRIBED IN DECREE OF DISTRIBUTION OF THE ESTATE OF JOHN V. SOUZA, DECEASED, RECORDED JULY 7, 1943 IN BOOK 1070 OF OFFICIAL RECORDS AT PAGE 119, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE LANDS CONVEYED TO KEITH L. JOHNSON, ET UX, BY THAT CERTAIN DEED RECORDED ON NOVEMBER 2, 1971 IN BOOK 6039 OF OFFICIAL RECORDS AT PAGE 265 (FILE NO. 59447AE), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; SAID WESTERLY CORNER BEING IN THE CENTER LINE OF RIGHT OF WAY DESCRIBED IN DEED TO THE COUNTY OF SAN MATEO, RECORDED NOVEMBER 9, 1938 IN [BOOK 818 OF OFFICIAL RECORDS AT PAGE 71](#), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID CENTER LINE OF SAID RIGHT OF WAY, SOUTH 60° WEST 58.49 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 400 FEET, THROUGH A CENTRAL ANGLE OF 33° 30' AN ARC DISTANCE OF 233.87 FEET; THENCE SOUTH 26° 30' WEST 310.64 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 200 FEET THROUGH A CENTRAL ANGLE OF 41° 30', AN ARC DISTANCE OF 144.86 FEET; THENCE SOUTH 68° WEST 43.69 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 200 FEET THROUGH A CENTRAL ANGLE OF 14° 30' 15", AN ARC DISTANCE OF 50.63 FEET THENCE LEAVING SAID CENTERLINE OF THE AFORESAID RIGHT OF WAY ([BOOK 818 OF OFFICIAL RECORDS AT PAGE 71](#)) AND RUNNING SOUTH 57° 16' 23", EAST 304.76 FEET; AND THENCE SOUTH 67° 24' 25" EAST 131.97 FEET TO THE JUNCTION OF THE CENTERLINE OF TWO DRAWS; RUNNING THENCE ALONG THE CENTERLINE OF THE MOST NORTHERLY OF THE TWO DRAWS NORTH 73° 19' 45" EAST 150.07 FEET; THENCE SOUTH 55° 06' 55" EAST 149.93 FEET; THENCE SOUTH 89° 33' 37" EAST 488.59 FEET; THENCE SOUTH 71° 43' 46" EAST 92.57 FEET; THENCE SOUTH 55° 43' 20" EAST 98.03 FEET; THENCE SOUTH 25° 59' 22" EAST 71.22 FEET TO THE POINT OF INTERSECTION THEREOF WITH A POINT WHICH BEARS SOUTH 37° 57' 40" EAST 1296.97 FEET FROM THE MOST WESTERLY CORNER OF THE AFORESAID LANDS CONVEYED TO KEITH L. JOHNSON, ET UX (FILE NO. 59447AE); THENCE LEAVING SAID CENTER LINE OF SAID NORTHERLY DRAW AND RUNNING NORTH 87° 00' 18" EAST 1626 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF CORTE MADERA CREEK; THENCE UP THE CENTER LINE OF CORTE MADERA CREEK IN A NORTHERLY DIRECTION TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF THE AFORESAID LANDS CONVEYED TO KEITH L. JOHNSON, ET UX (FILE NO. 59447AE); RUNNING THENCE ALONG THE BOUNDARY LINES OF SAID LANDS OF JOHNSON SOUTH 63° 17' 15" WEST 1545.41 FEET, MORE OR LESS, TO AN ANGLE POINT THEREON; THENCE CONTINUING NORTH 49° 41' 40" WEST 902.50 FEET AT THE POINT OF BEGINNING.

JPN 081-031-310-14