
 PLANNING DEPARTMENT

GOVERNMENTAL CENTER

 Alvin D. James
 Planning Director


 COUNTY OF SANTA CRUZ

 701 OCEAN STREET - SANTA CRUZ, CALIFORNIA 95060
 FAX (408) 454-2131 TDD (408) 454-2123 PHONE (408) 454-2580

Board of Supervisors Agenda: December 8, 1998

November 23, 1998

BOARD OF SUPERVISORS

 County of Santa Cruz
 701 Ocean Street
 Santa Cruz CA 95060

SUBJECT: Public hearing to consider a proposal to enter various properties in the Bonny Doon and North Coast planning areas into Williamson Act Contracts. The properties are located adjacent to both sides of State Route One beginning at Laguna Creek and extending north to Molino Creek to a pumping station, but excluding the RMC Lone Star Company cement plant and the community of Davenport.

Owner: Coast Dairies and Land, Inc.
 Applicant: Trust for Public Land
 Application No. 98-0605

Members of the Board:

Background

Coast Dairies and Land Company, Inc., wholly owned by The Trust for Public Land, has submitted this application to enter approximately 5,205.642 acres of property located in the Bonny Doon and North Coast planning areas into a Land Conservation Contract in accordance with the Williamson Act. Legal ownership of the properties transferred to the Trust for Public Land October 26, 1998.

The purpose of the Williamson Act is to conserve agricultural land for the production of food and fiber in response to development pressures on farmland and the resulting increasing property tax assessments. The contract's approval allows the County Assessor to assess the value of the land based on commercial production of farmed property rather than its potential real estate value. In return, the owner agrees to continue to produce agricultural commodities during the term of the

contract.

Analysis and Discussion

Not all of the Coast Dairies and Land property is eligible for inclusion in this application because they are either too small to be used for commercial agriculture or in some fashion do not meet the criteria to qualify for benefits under the Williamson Act.

Of the 23 properties that are the subject of this application, 19 are currently zoned "CA," Commercial Agriculture, meet the criteria of prime agricultural land as specified by the Williamson Act, and are engaged in farm production. Two of the parcels, measuring roughly 28 acres and 17 1 acres and presently zoned "PR," Parks and Recreation, and "SU," Special Use, respectively, would meet the criteria of prime agriculture land and for inclusion into the contract provided they are rezoned to the "CA" zone district.

The other two parcels are in the "RA," Residential Agricultural zone district and measure approximately 1 acre each. On their face, it would not appear these two parcels, located on the east side of Davenport Landing Road, would qualify to be included under the contract. However, they lay adjacent to "CA" zoned land (specifically, APN: 058-042-01), which is a part of this application. Provided the parcels were combined with the "CA" zoned parcel, including these parcels in the contract is reasonable and justified. The applicant has agreed to combine these parcels as described.

See Attachment 1 for a list of the properties requested for inclusion in this contract and their current uses.

Under most circumstances, a request to enter into a Land Conservation Contract is accompanied by an application to rezone the property to include a "P," Agricultural Preserve," combining zone on the property. The rezoning and the contract are usually approved concurrently. Due to time constraints, it is recommended that the proposed rezoning application, on file with the Planning Department, be considered by the Planning Commission and scheduled for your Board's consideration at a future date. That application also includes a request to rezone the "RA," "PR," and "SU" zoned parcels described above to the "CA-P" zone district.

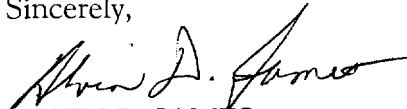
Recommendation

It is therefore RECOMMENDED that your Board:

1. Recognize that the subject properties meet the Williamson Act criteria for prime agricultural land,
2. Approve the determination that the project is Categorically Exempt from the California Environmental Quality Act (Attachment 3),
3. Approve Application No. 98-0605, to enter the subject properties into Williamson Act Contracts, and

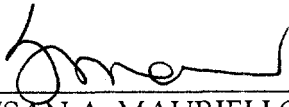
4. Direct the Chairperson of the Board of Supervisors to sign the Land Conservation Contract (Attachment 2).

Sincerely,



ALVIN D. JAMES
Planning Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments:

1. List of Properties to be included in the Williamson Act Contract
2. Land Conservation Contract
3. Environmental Exemption
4. Map of Coast Dairies Properties

cc: Debra Geiler, Trust for Public Land, 116 New Montgomery Street - Suite 300,
San Francisco CA 94 105
Robert Bosso, Coast Dairies and Land, P.O. Box 1822, Santa Cruz CA 95061

SAM/ADJ/MJJ

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PROPERTIES TO BE INCLUDED IN THE WILLIAMSON ACT CONTRACT

	Assessor's Parcel Number	Parcel Size (Acres)	Land Use	Zoning
1.	058-021-07	49	Row Crops	"CA"
2.	058-022-11	1,775	Row Crops and Grazing	"CA"
3.	058-122-09	1,470	Row Crops and Grazing	"CA"
4.	059-011-13	290	Row Crops and Grazing	"CA"
5.	058-021-01	125	Row Crops	"CA"
6.	058-021-03	8	Row Crops	"CA"
7.	058-042-01	14	Abalone Cultivation	"CA"
8.	058-121-01	26	Row Crops	"CA"
9.	058-121-02	12	Row Crops	"CA"
10.	058-122-12	76	Row Crops and Grazing	"CA"
11.	059-011-03	418	Grazing	"CA"
12.	059-011-04	580	Grazing	"CA"
13.	059-011-05	78	Grazing	"CA"
14.	059-011-06	7	Row Crops	"CA"
15.	059-011-10	13	Row Crops	"CA"
16.	059-011-11	129	Row Crops and Grazing	"CA"
17.	059-012-02	101	Row Crops	"CA"
18.	059-012-03	16	Row Crops	"CA"
19.	059-012-04	13	Row Crops	"CA"
20.	058-051-05	1	Agricultural Buffer	"RA"
21.	058-051-07	1	Agricultural Buffer	"RA"
22.	059-012-01	28	Coastal Access	"PR"
23.	059-151-01 (formally: 059-011-01)	171	Grazing	"SU"

ATTACHMENT 1

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 19____ by and between Coast Dairies and Land Company, Inc., hereinafter referred to as "OWNER", and the County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

WHEREAS OWNER is the owner of certain real property in the County of Santa Cruz, which property is presently devoted to agricultural use and is described in Exhibit "A" attached hereto; and

WHEREAS said property is located in an agricultural preserve heretofore established by COUNTY; and

WHEREAS both OWNER and COUNTY desire to limit the use of said property to agricultural uses and those compatible uses allowed in the CA (Commercial Agricultural) District and the P (Agricultural Preserve) Combining District in order to discourage premature and unnecessary conversion of such land to urban use, recognizing that such land has substantial public value as open space, and that the preservation of such land in agricultural production constitutes an important physical, social, esthetic, and economic asset to COUNTY; and

WHEREAS the parties have determined that the highest and best use of such land during the life of this contract, or any renewal thereof, is for agricultural purposes;

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom do hereby agree as follows:

1. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Article 3, commencing with Government Code Section 5 1240).

2. During the term of this contract the above described land shall be used for the

commercial production of food and fiber commodities and/or those compatible uses allowed in the CA (Commercial Agricultural) and P (Agricultural Preserve) Combining District of the County Zoning Ordinance. No structures shall be erected upon said land except such structures as may be incidental to and compatible with such uses.

3. In consideration of the execution hereof by OWNER and the execution of similar contracts by other property owners within the same agricultural preserve, COUNTY agrees not to authorize any uses, other than those permitted by the County Zoning Ordinance in the CA (Commercial Agricultural District) and the P (Agricultural Preserve) Combining District, during the term of this contract or any renewal thereof. Nothing herein shall prohibit a change of boundaries of said Agricultural Preserve to omit lands not subject to a contract or to include additional lands.

4. In consideration of the execution hereof by COUNTY, OWNER agrees to restrict his/her property to those uses authorized in the CA (Commercial Agricultural) District and the P (Agricultural Preserve) Combining District. OWNER further agrees that they will not convey any part of the above described property unless any parcel proposed to be conveyed complies in all respects with the provisions of the CA (Commercial Agricultural) District and the P (Agricultural Preserve) Combining District.

5. In the event that an action in eminent domain for the condemnation of any land described herein is hereafter filed by any public agency, or when such land is acquired in lieu of eminent domain for a public improvement, this contract shall be deemed null and void as of the date the action is filed or the land is so acquired, provided that the condemnation or acquisition is of the fee title or other interest less than the fee which would prevent the land from being used for agricultural or compatible uses and provided that the contract shall be null and void only as to land actually so condemned or acquired or as to such land and remaining portion that is rendered unsuitable for agricultural or compatible uses.

6. The initial term of this contract shall be effective commencing on the ____ day of _____, 19____, and shall remain in effect for a period of 10 years therefrom.

This contract shall be automatically renewed at the end of each year for an additional one year period, thus maintaining the term of the contract at ten years, unless notice of non-renewal is given as provided below.

7. Either party hereto may cause this contract to expire at the end of nine years from the next renewal date by serving a written notice of non-renewal on the other party at least ninety days prior to such renewal date, if OWNER is serving notice, and sixty days prior to such renewal date if the COUNTY is serving notice. If OWNER discontinues the use of the majority of the acreage for the production of commodities for food or fiber for a period of three consecutive years, the COUNTY may elect to serve a notice of non-renewal.

8. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the executive of this contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER in the event of any reduction in the assessed value of said property due to the imposition of the limitations on its use contained herein.

9. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assignees of the parties hereto.

10. This contract may not be canceled except upon a petition by the OWNER to the Board of Supervisors of COUNTY, and provided that such Board, after a public hearing held in accordance with the provisions of Sections 5 1280 et. seq. of the Government Code, finds:

- (a) That the cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965; or
- (b) That cancellation is in the public interest.

The existence of an opportunity for another use of the land shall not be sufficient reason

for cancellation. A potential alternative use of the land may be considered only if there is no proximate land not subject to a Land Conservation Act contract or agreement suitable for the use to which it is proposed the subject land be put. The uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall direct the County Assessor to certify to the Board the cancellation valuation of the land based on the current full cash value of the land at the time of the petition for cancellation.

As a condition to the cancellation of the contract, the OWNER shall pay to the COUNTY an amount equal to 12 ½ percent of the cancellation valuation of the land.

The Board of Supervisors of the COUNTY may waive or defer such payment or any portion thereof pursuant to the provisions of Section 51283 of the Covenant Code provided the Board finds:

- (a) It is in the public interest and the best interest of the program to conserve agricultural land that such payment be waived or deferred; and
- (b) The reason for the cancellation is an involuntary transfer or involuntary change in the use of the land and the land is not suitable and will not be immediately used for a purpose which produces a greater economic return to the OWNER; and
- (c) Any waiver is approved by the Secretary of the State Resources Agency.

The Board of Supervisors of the COUNTY may make such waiver or deferral of payment contingent upon the future use made of the land and economic return to the land owner for a

lien shall be on the subject land to secure the performance of the act or acts upon which the waiver or deferral is made contingent.

In addition to the cancellation fee provided for in the foregoing paragraphs, the land owner shall be required to pay additional deferred taxes determined in accordance with the provisions of Section 5 1283.1 of the Government Code unless the Board finds it is in the public interest to waive the payment of the additional deferred tax or any portion thereof.

The additional deferred taxes shall be collected in the same manner and at the same time as the cancellation fee provided for by the foregoing paragraphs.

IN WITNESS WHEREOF, the parties hereto have executed the within contract the day and year first above written.

COUNTY OF SANTA CRUZ, a political
subdivision of the State of California

OWNER

By _____
Jan Beautz
Chairperson of the Board of Supervisors

OWNER

APPROVED AS TO FORM:

County Counsel

EXHIBIT "A"**Assessor's Parcel Numbers:**

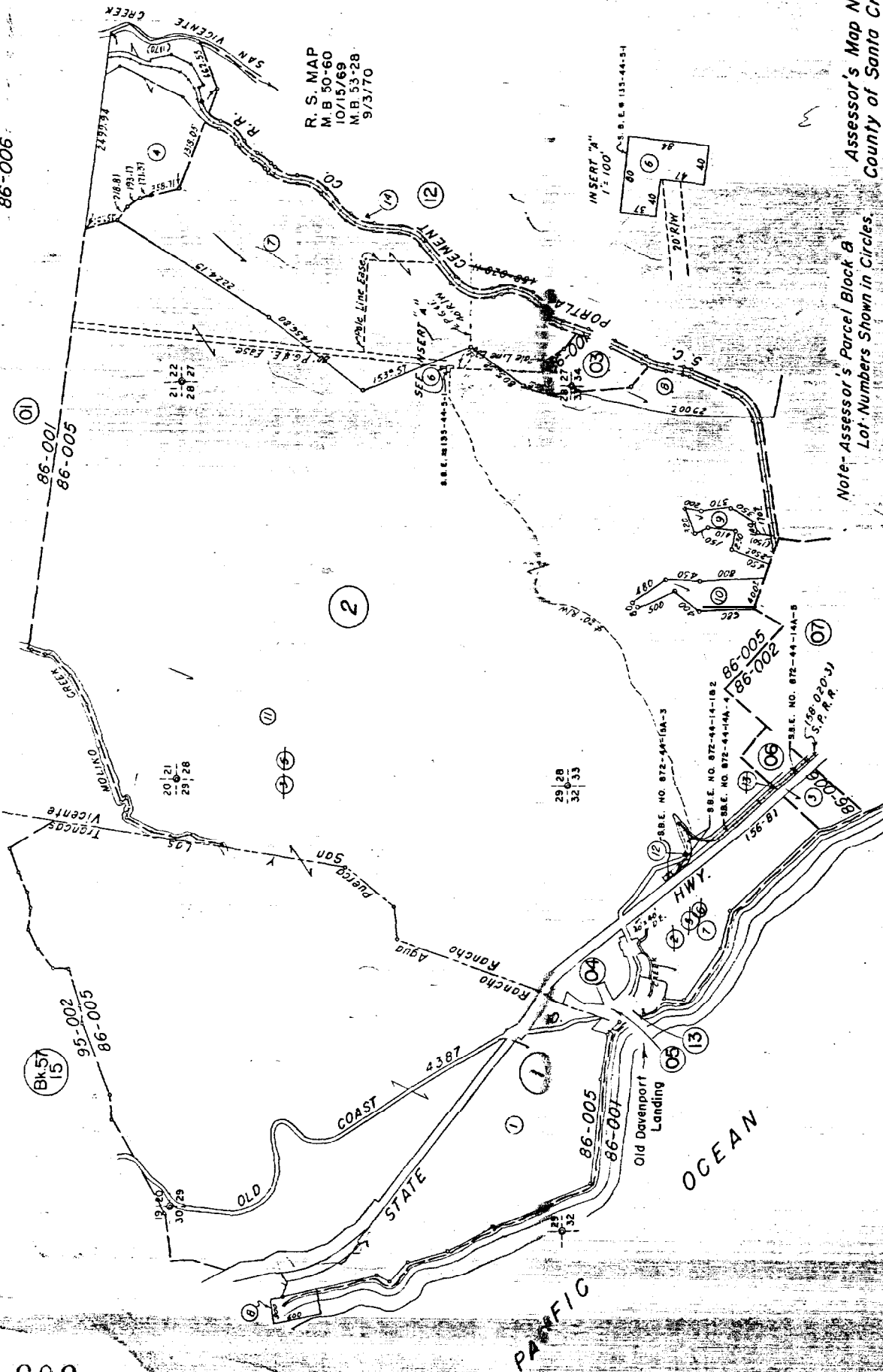
058-021-07
058-022-11
058-122-09
058-021-01
058-021-03
058-042-01
058-121-01
058-121-02
058-122-12
059-011-03
059-011-04
059-011-05
059-011-06
059-01 I-10
059-01 I-1 1
059-011-13
059-012-02
059-012-03
059-012-04
058-051-05
058-051-07
059-012-01
059-151-01 (formally: 059- 01 I-01)

POR. RO. PUERCA Y LAS TRANCAS & RO. SAN VICENTE
SEC 28 & ADJ., T. 10S., R. 3W., M.D.B.&M. PROJECTED

Tax Area Code
86-001 86-005
86-006

58-02

*Note- Assessor's Parcel Block &
Lot Numbers Shown in Circles.*

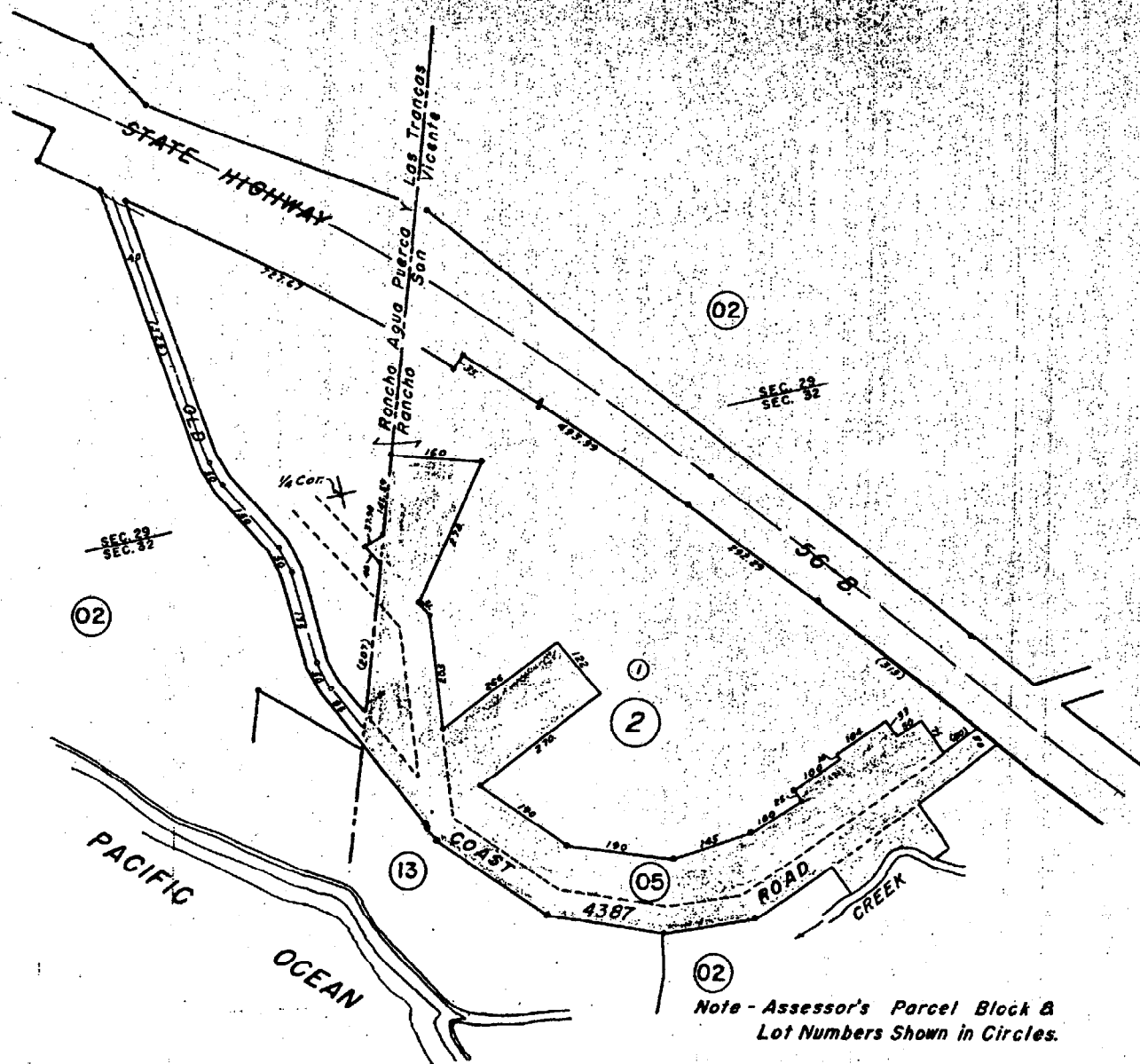


FOR TAX PURPOSES
ONLY

506

RANCHOS AGUA PUERCA Y LAS TRANCAS & SAN VICENTE
POR SEC. 29 & 32, T.10S., R.3W., M.D.B. & M. PROJECTED.

Tax Area Code 58-0
86-005



Note - Assessor's Parcel Block &
Lot Numbers Shown in Circles.

Assessor's Map No. 58-04
County of Santa Cruz, Calif.
May 1954

58-05
Tax Area Code
86-001 86-005

72 NC

SAN VICENTE RANCHO
POR N.E. 1/4 SEC. 32, T.10-S, R.3-W, M.D.B. & M. PROJECTED

STATE HIGHWAY

56-B

R.S. MAP - LOTS OF A.B.S. BOVET
M.B. 48-20 9-8-67

TOWN OF DAVENPORT
M.B. 12-2

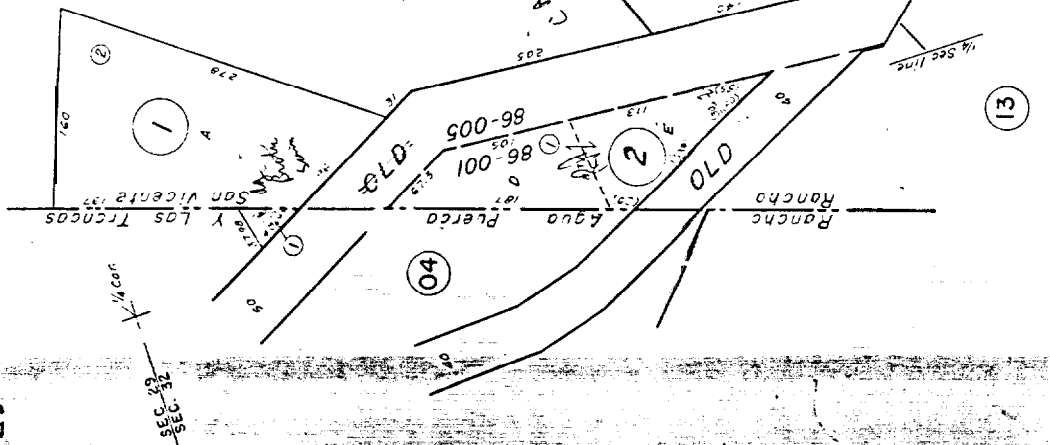
COAST

Note - Assessor's Parcel Block &
Lot Numbers Shown in Circles.

Assessor's Map No. 50
County of Santa Clara

FOR TAX PURPOSES ONLY

50



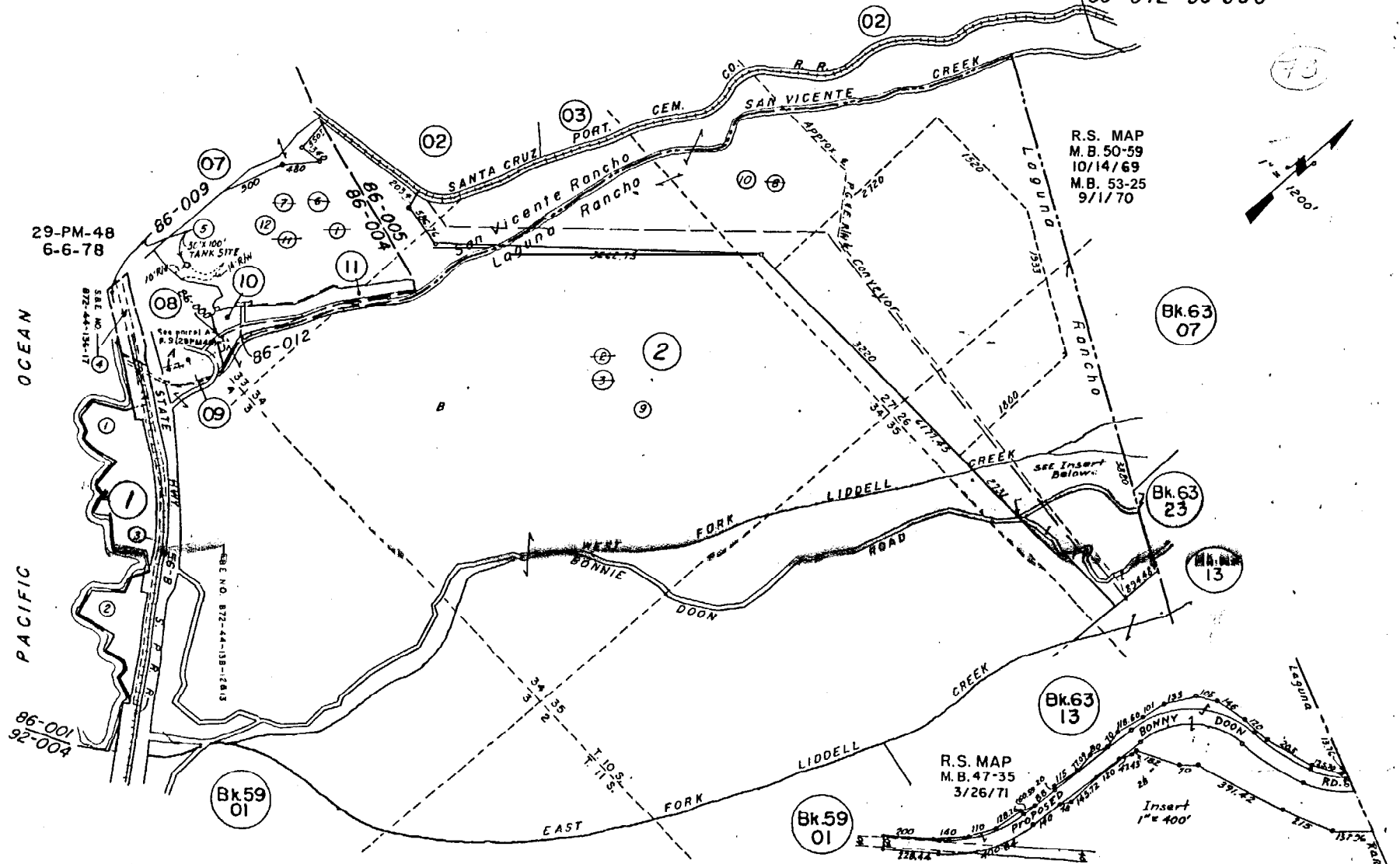
FOR TAX PURPOSES ONLY

LAGUNA RANCHO & SAN VICENTE RANCHO

POR. SEC. 26, 27, 33, 34 & 35, T.10 S., SEC. 2 & 3, T.11 S., R.3 W., M.D.B & M. PROJECTED

Tax Area Code 58-12
86-005 86-004
86-012 86-000

508



Note- Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 58-12
County of Santa Cruz, Calif.
May 1954

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Tax Area Code

~~SEC.36,T.10S.~~
~~SEC.1,T.11S.~~

59-~~1~~

Bk. 58

Bk. 52
14

1" = 1200'

Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 59-01
County of Santa Cruz, Calif
March, 1997

Electronically Redrawn 3/20/97 rw
Rev 3/20/97 (Por to 59-15) rw

FOR TAX PURPOSES ONLY

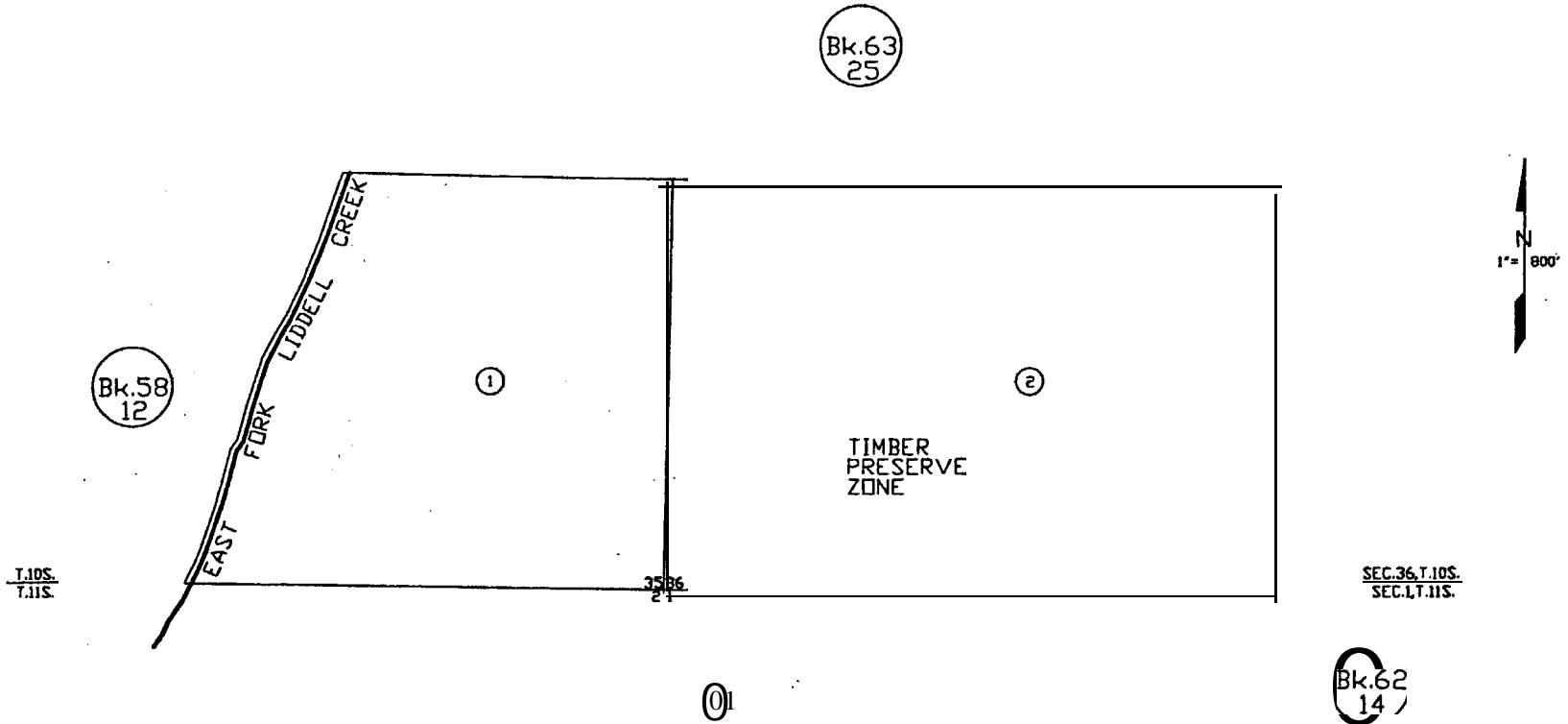
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LAGUNA RANCHO
POR. SECS. 35 & 36, T.10S, R.3W.

Tax Area Code.
9 2 - 0 0 7

59-15

510



Note - Assessor's Parcel Block & Lot Numbers Shown in Circles.

Assessor's Map No. 59-15
County of Santa Cruz, Calif
March, 1997

**NOTICE OF EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

511

The County of Santa Cruz has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15329 of CEQA for the reason(s) which have been checked on this document.

Application No. 98-0605

Project Location: Adjacent to both sides of State Route One beginning at Laguna Creek and extending north to Molino Creek to a pumping station, but excluding the RMC Lone Star Company cement plant and the community of Davenport.

Project Description: Proposal to enter various parcels into Agricultural Preserve Contracts.

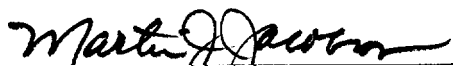
Person or Agency Proposing Project: Trust for Public Land

Phone Number: (415) 495-5660

- A. _____ The proposed activity is not a project under CEQA Guidelines, Sections 1928 and 501.
- B. _____ Ministerial Project involving only the use of fixed standards or objective measurements without personal judgement.
- C. _____ Statutory Exemption other than a Ministerial Project.
Specify type:

D. Categorical Exemption

- | | |
|---|--|
| 1. Existing Facility | <u>XX</u> 17. Open Space Contracts or Easements |
| 2. Replacement or Reconstruction | 18. Designation of Wilderness Areas |
| _____ 3. New Construction of Small Structure | 19. Annexation of Existing Facilities/Lots for Exempt Facilities |
| _____ 4. Minor Alterations to Land | 20. Changes in Organization of Local Agencies |
| 5. Alterations in Land Use Limitations | 21. Enforcement Actions by Regulatory Agencies |
| 6. Information Collection | 22. Educational Programs |
| _____ 7. Actions by Regulatory Agencies for Protection of the Environment | 23. Normal Operations of Facilities for Public Gatherings |
| _____ 8. Actions by Regulatory Agencies for Protection of Nat. Resources | 24. Regulation of Working Conditions |
| 9. Inspection | 25. Transfers of Ownership of Interests in Land to Preserve Open Space |
| 10. Loans | |
| 11. Accessory Structures | 26. Acquisition of Housing for Housing Assistance Programs |
| 12. Surplus Govt. Property Sales | 27. Leasing New Facilities |
| 13. Acquisition of Land for Wild-Life Conservation Purposes | 28. Small Hydroelectric Projects at Existing Facilities |
| 14. Minor Additions to Schools | 29. Cogeneration Projects at Existing Facilities |
| 15. Minor Land Divisions | |
| 16. Transfer of Ownership of Land to Create Parks | |



Martin J. Jacobson, AICP
Project Planner

Date: Nov. 23, 1998

