
PLANNING DEPARTMENT

GOVERNMENTAL CENTER

Alvin D. James
Planning Director

COUNTY OF SANTA CRUZ

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697

December 8, 1998

Agenda: December 15, 1998Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: Public hearing to consider the proposal to convert properties from Williamson Act Contract to Farmland Securities Contract. Properties located throughout the County.

Members of the Board:

Senate Bill 1182, which is an amendment of the California Land Conservation Act of 1965, was signed into law on August 28, 1998. This Bill allows landowners to convert existing Williamson Act contracts to Farmland Security contracts. The intent of the law is to provide greater protection for California's agricultural lands by creating incentives for landowners to maintain their land in agricultural use and by eliminating certain threats to the continued use of agricultural land. On October 6, 1998, your Board adopted Ordinance No. 45 14 - Interim Zoning Regulations Regarding Farmland Security Zones. This action was necessary to implement the 1998 amendments to the California Land Conservation Act of 1965. On November 20, 1998, your Board extended this ordinance for an additional 10.5 months while the formal processing of the ordinance amendments is conducted. Elsewhere on today's agenda is a corrected ordinance for your adoption.

The Bill was adopted as urgency legislation and went into effect upon signing by the Governor. Through the direction of your Board, the Planning Department has notified property owners with existing Williamson Act contracts that they have option to rescind their current contracts for conversion to the Farmland Securities contracts. In order for landowners to take advantage of this new legislation in 1999, they must be under a valid Williamson Act Contract and have an approved Farmland Security contract prior to January 1, 1999. To take advantage of the opportunity, property owners of 8 separate parcels have submitted applications to the Planning Department for the contract conversion; these application are presented in a group and are before your Board for consideration.

Description of Properties Requested for Conversion to Farmland Security Contracts.

* APN: 052-23 1-34 - A 30.1 acre parcel located at the southeast corner of the intersection of Thurwatcher Road and Beach Road. Primary use on the property is row crop production. An Agricultural Preserve contract was established in 1981.

* APN: 106-211-13 - A 13.2 acre parcel located on the southeast corner of the intersection of **Raptor** Road and Old Hazel Dell Road. Primary use on the property is orchard production. An Agricultural Preserve contract was established in 1974.

* APN: 106-211-21 - A 13.2 acre parcel located at the end of a private right-of-way, about 600 feet west of the intersection of Old Hazel Dell Road and **Raptor** Road. Primary use on the property is orchard. An Agricultural Preserve contract was established in 1974.

* APN: 106-211-22 - A 12.4 acre parcel located on the northwest corner of the intersection of **Raptor** Road and Old Hazel Road. Primary use on the property is orchard. An Agricultural Preserve contract was established in 1974.

* APN: 110-101-05 - A 20.3 acre parcel located on the south side of **Peckham** Road, about .4 mile northeast from the intersection with **Carlton** Road. Primary use on the property is berry production. An Agricultural Preserve contract was established in 1991.

* APN 110-101-06 - A 26.2 acre parcel located on the south side of **Peckham** Road, about .4 mile northeast from the intersection with **Carlton** Road. Primary use on the property is berry production. An Agricultural Preserve Contract was established in 1991.

* APN: 110-102-04 - A 20.7 acre parcel located on the east side of a private right-of-way, about .4 mile east of the intersection with **Carlton** Road and Thompson Road. Primary use on the property is berry production. An Agricultural Preservation contract was established in 1978.

* APN: 110-121-12 - A 21.4 acre parcel located on the northeast side of Thompson Road, about .8 mile north from the intersection with **Carlton** Road. Primary use of the property is berry production. An Agricultural Preserve contract was established in 1988.

** Parcel maps for the above properties are included with Attachment 2.

The above parcels are currently designated in the County General Plan as Agriculture and zoned Commercial **Agriculture/Agricultural** Preserve, "CA-P". Owners of these parcels continue to maintain their property use for agricultural production and are in compliance with the elements of their Agricultural Preserve contracts. Finally, conversion to the Farmland Securities contract is consistent with the purposes, objectives and policies of the County General Plan and Local Coastal Program.

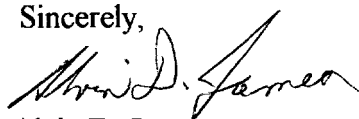
Due to the compressed **timeline** for this process, we have not yet obtained signatures from all

property owners on the new contracts. Therefore, we are asking for your Boards approval of the properties for conversion, subject to ratification by the Chair once the individual owners have signed their contracts. A model contract is included as Attachment 1.

It is, therefore, RECOMMENDED that your Board:

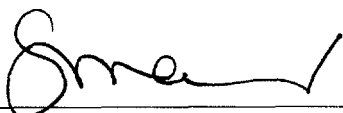
1. Approve the conversion from the Agricultural Preserve Contracts to the Farmland Security Contracts for APN's: 052-231-34, 106-211-13, 106-211-21, 106-211-22, 110-101-05, 110-101-06, 110-102-04, 110-121-12.
2. Authorize the Chair to sign the Contracts on Behalf of your Board.

Sincerely,



Alvin D. James
Planning Director

RECOMMENDED



Susan A. Mauriello
County Administrative Officer

Attachments: 1. Farmland Security Contracts Model
2. Assessor Parcel Maps

cc: County Counsel
Agricultural Policy Advisory Commission
Santa Cruz Farm Bureau
Tax Assessor

FARMLAND SECURITY CONTRACT

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THIS CONTRACT, made and entered into this _____ day of _____,
 19____ by and between _____,
 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 7, commencing with Government Code Section 5 1296).
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 20 years therefrom.

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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 twenty 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 nineteen 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 nonrenewal.

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 51280 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 5 1283 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 USC 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 period of time not to exceed the unexpired period of contract, had it not been canceled, and 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.

704

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 1253.1 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 _____
Chairperson of the Board of Supervisors

OWNER

APPROVED AS TO FORM:



County Counsel

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BOLSA DEL PAJARO
18 & 19, T. 12S, R. 2E, M.D.B. & M. PROJECTED

PUBLIC
Tax Area Code
69-083 69-261
69-262

SAN ANDREAS RD.
1014

ROAD

AGRICULTURE
PRESERVE
EST. 1981

Palajo
Cayetano
WATSON

5-26-92
85 RS 38

APN:
D52-231-34

COUNTY

76-RS-31
1-14-87

83-RS-3
11-16-90

25
24
30
19

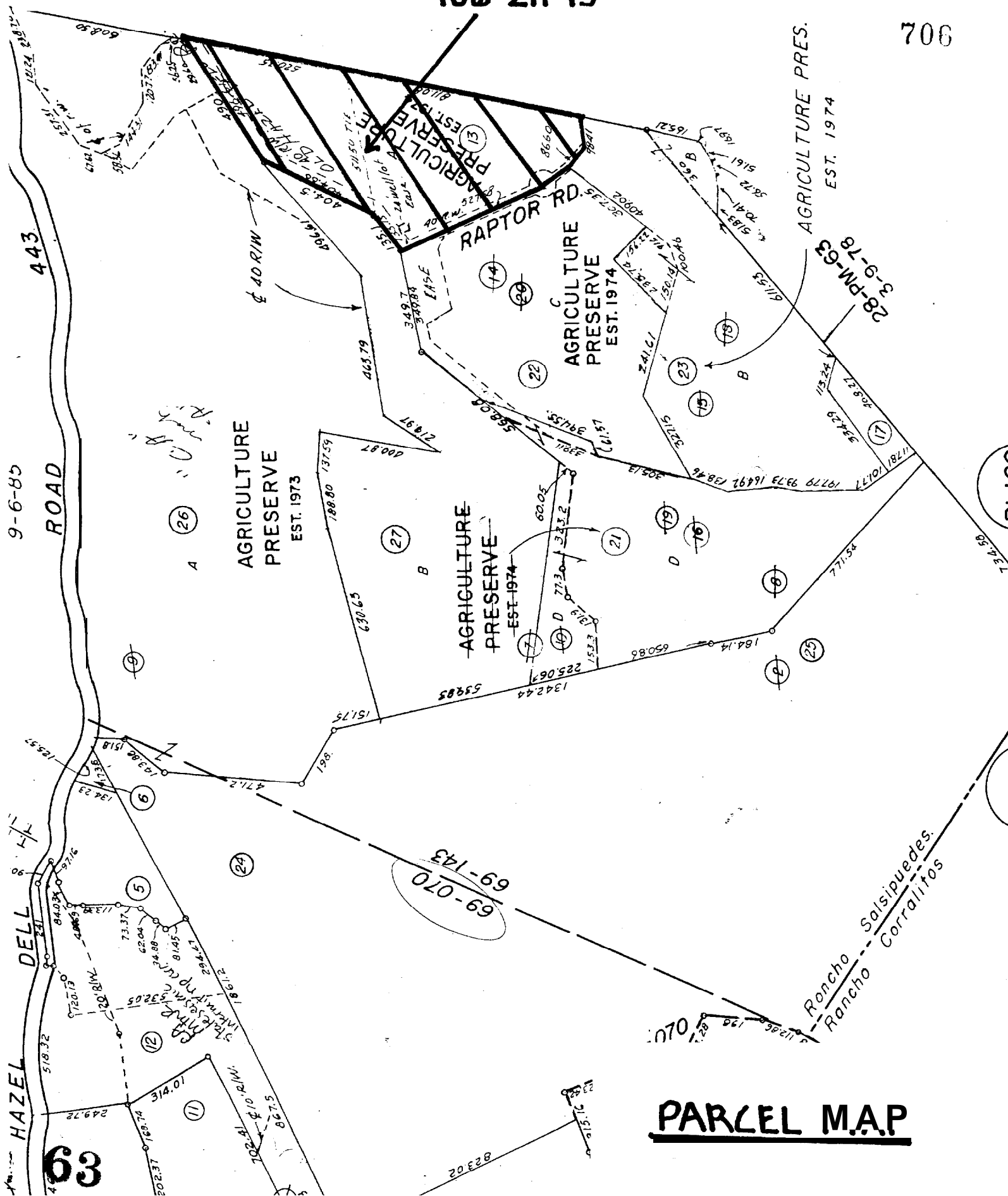
AGRICULTURE
PRESERVE
EST. 1968

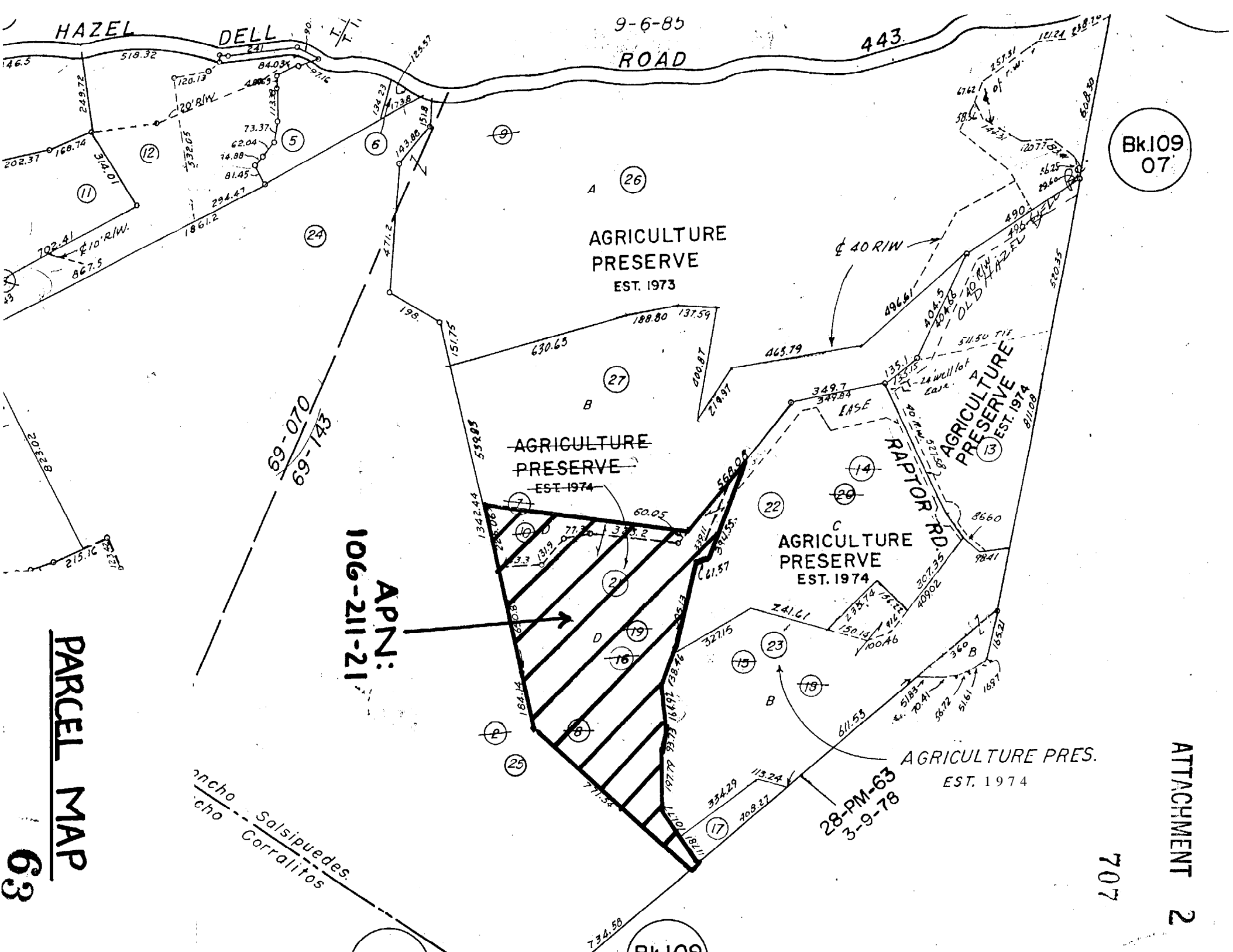
AGRICULTURE
PRESERVE
EST. 1961

ATTACHMENT 2

706

APN:
106-211-13





HAZEL

DELL

9-6-85

ROAD

443

Bk. 109
07

AGRICULTURE
PRESERVE
EST. 1973

AGRICULTURE
PRESERVE
EST. 1974

AGRICULTURE
PRESERVE
EST. 1974

AGRICULTURE
PRESERVE
EST. 1974

AGRICULTURE PRES.
EST. 1974

APN:
106-211-21

28-PM-63
3-9-78

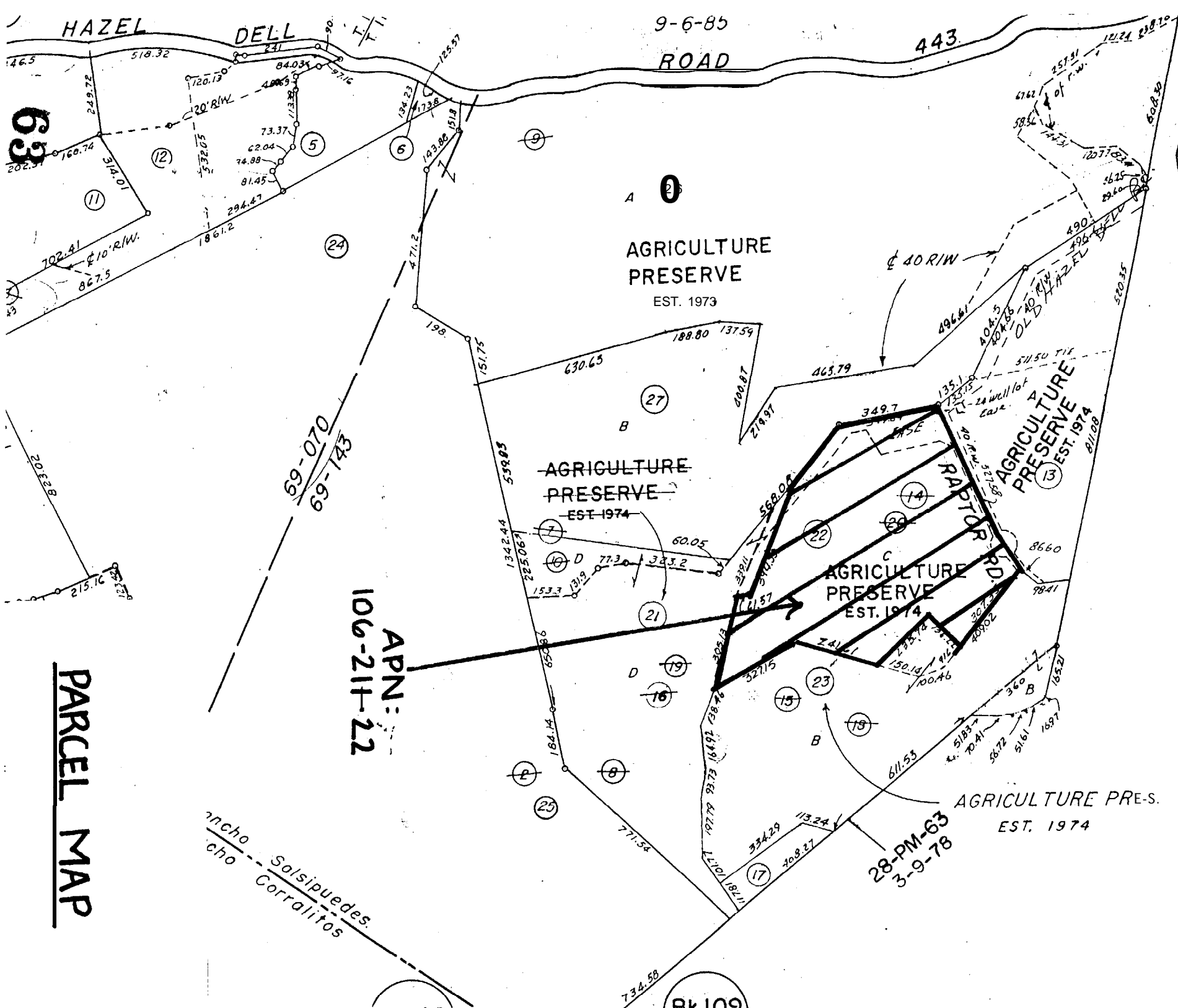
PARCEL MAP

63

ATTACHMENT 2

707

Salsipuedes
Corralitos

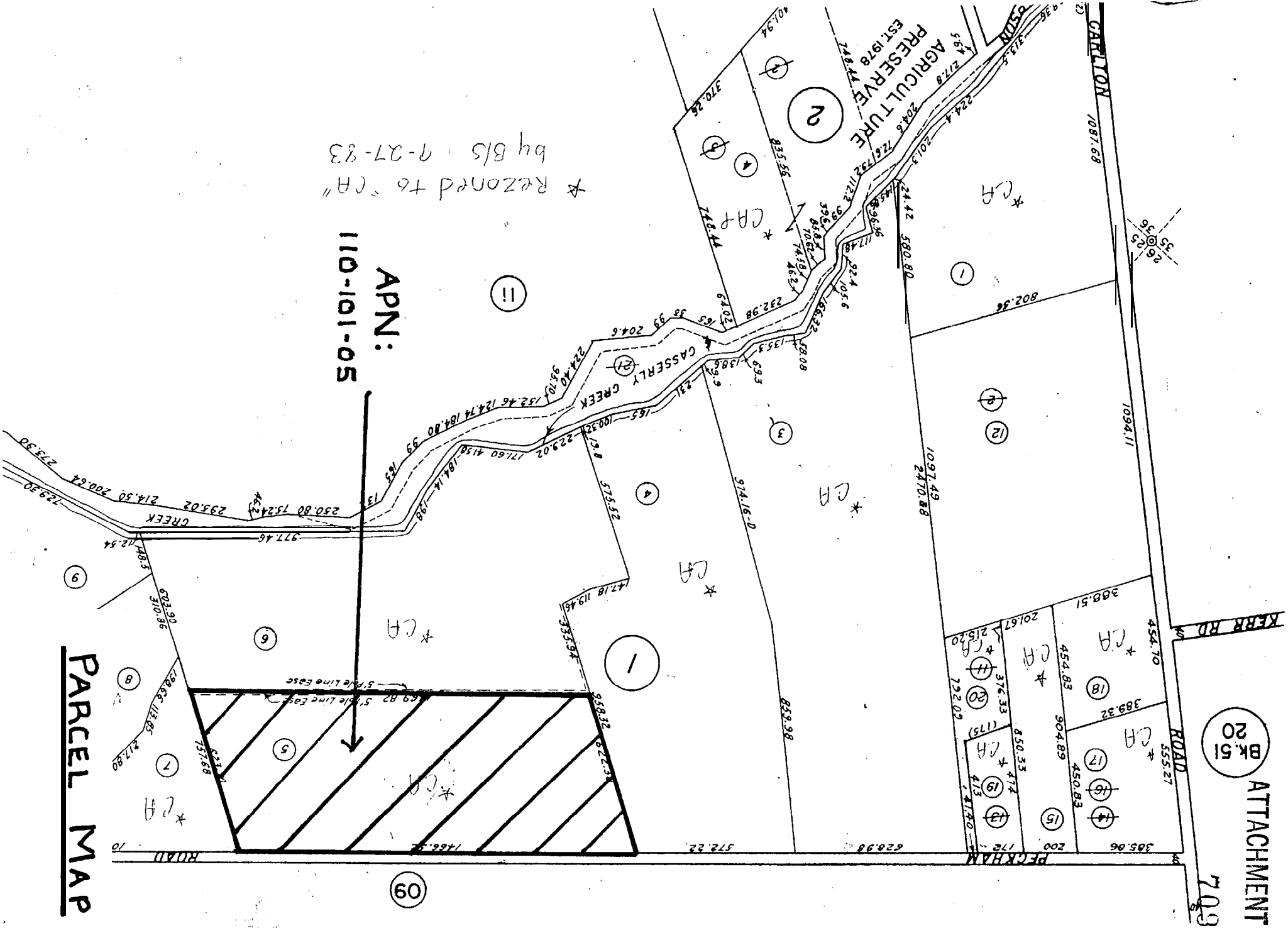


Bk. 109
07

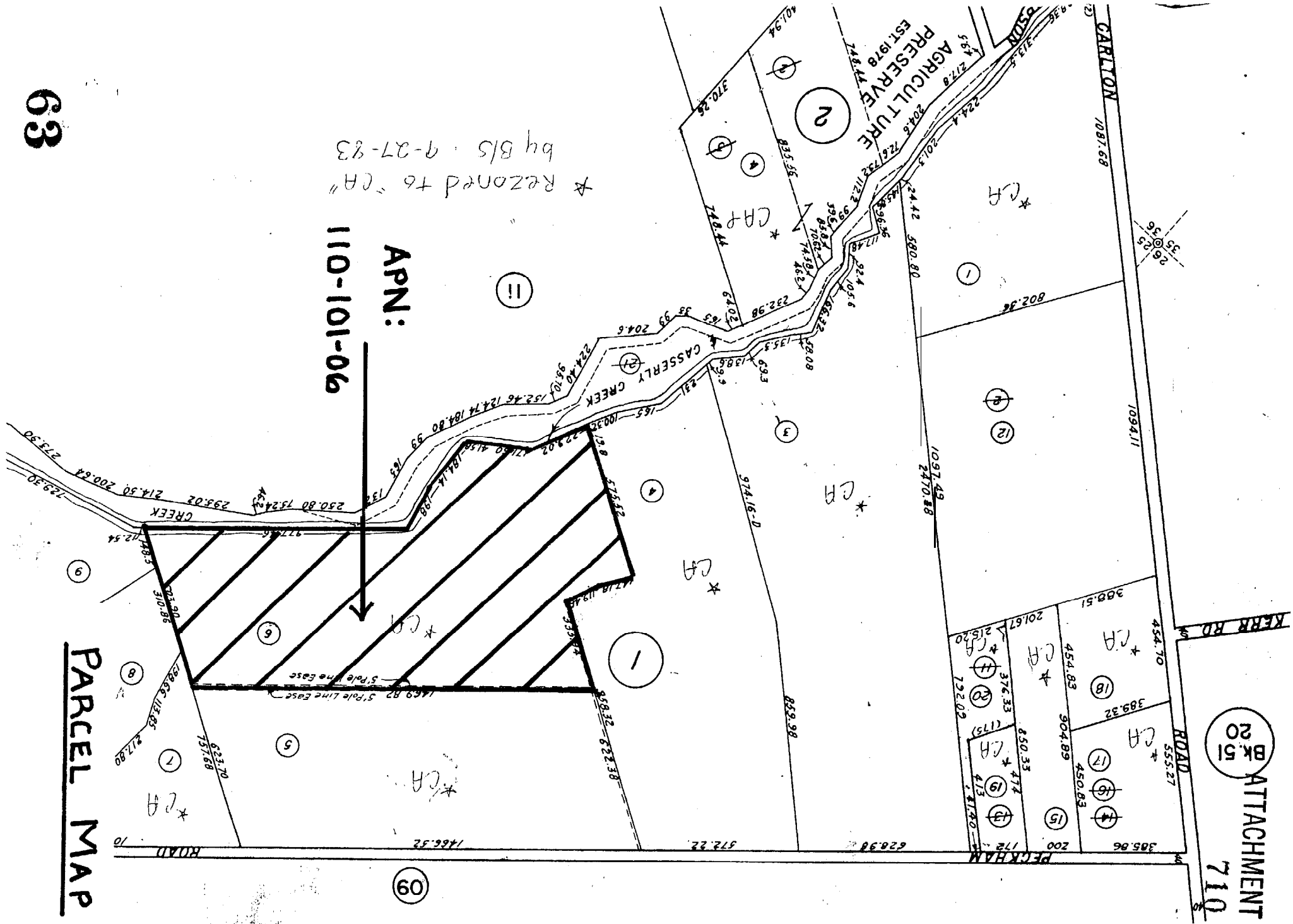
PARCEL MAP

SALSIPUEDES RANCHO
POR. SECS. 25&26, T.11S, R.2E. M.D.B. & M. PROJECTED

PARCEL MAP



SALSIPUEDES RANCHO
POR. SECS. 25&26, T.11S., R.2E. M.D.B.A.M. PROJECTED



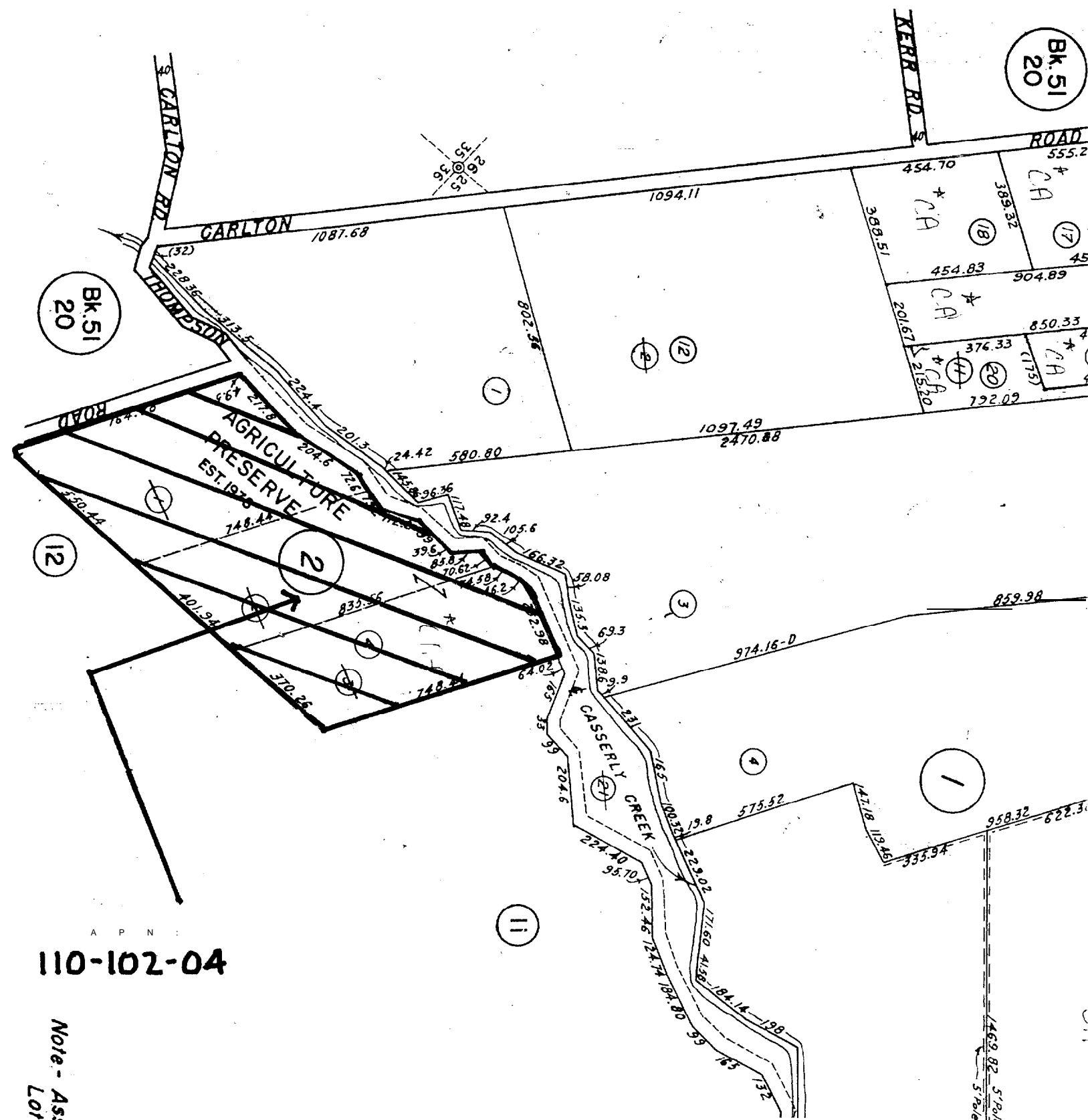
PARCEL MAP

APN:
110-101-06

* REZONED to "CA"
by B/S. 9-27-83

711

P. J.A.R.
 1. APRIL '55 S.J.
 8/23/68 J.W.
 6/24/71 R.F.
 1-11-74 R.S.T.
 5-16-76 J.B.
 7/7/77 S.H.
 9/10/81 S.H.
 3/31/83 K.J. (PC)



110-102-04

PARCEL MAP

Note - Assessor's Parcel Numbers

712

APN:

110-121-12

BK.51
20

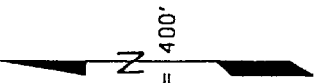
SALSIPUEDES RANCHO
POR SECS. 25 & 36, T.11S., R.2E., N

Tax Area (69-258
B. & M.
SEC. 36
SEC. 25

SEC. 36
SEC. 25

69-258

110-12

$$1' = \frac{400'}{1}$$


PARCEL MAP

