

RECORDING REQUESTED BY

Alameda County Clerk of the Board
1221 Oak Street Room 536
Oakland CA 94612

AND WHEN RECORDED, MAIL TO:

Alameda County Clerk of the Board
1221 Oak Street Room 536 Oakland
CA 94612

Record Per: Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20 ____, by and between _____ doing business as _____ hereinafter referred to as "Owner" and the COUNTY OF ALAMEDA, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

WHEREAS, Owner possesses certain real property located within County and described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, said property is devoted to agricultural and compatible uses; 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 and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, and to assure a food supply for future residents, to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of said property in an agricultural preserve and the execution and approval of this contract is a determination that the highest and best use of said property during the term of this contract or any renewal thereof is for agricultural and compatible uses; and

WHEREAS, the Owner and the County desire to enter into and intend that this contract shall constitute an enforceable restriction to open-space land as defined and used in the California Revenue and Taxation Code;

NOW, THEREFORE, both Owner and County in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. CONTRACT SUBJECT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965.

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 Government Code of California commencing with Section 51200) and is subject to all of the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, or any renewal thereof, the said property shall not be used for any purpose, other than agricultural uses for producing agricultural commodities for commercial purposes and compatible uses, which uses are set forth in Exhibit B attached hereto and incorporated herein by reference.

3. DESIGNATION OF ADDITIONAL COMPATIBLE USES.

The Board of Supervisors of County may, from time to time, during the term of this contract or any renewal thereof, by resolution add to those uses set forth in Exhibit B other uses which are compatible with the agricultural uses within the preserve where said property is located; provided, however, said Board of Supervisors shall not eliminate, without the written consent of Owner, a compatible use during the term of this contract or any renewal thereof. The provisions of this contract and any resolution supplementing the uses permitted in Exhibit B are not intended to limit or supersede the planning and zoning powers of the County.

4. TERM OF CONTRACT.

This contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten years therefrom; provided, however, each first day of January shall be the "annual renewal date" of the contract. This contract shall automatically be renewed on the first day of January next succeeding the date of the commencement hereof and on the first day of January of each year thereafter for an additional one-year period unless notice of nonrenewal is given as provided in paragraph 5. This contract shall be subject to an unlimited number of one-year extensions and each such one-year extension shall be added to the term thereof so as to commence immediately following the termination date or the termination date of the most recently added one-year extension, whichever is later in time.

5. NOTICE OF NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 4 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

6. NO COMPENSATION.

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, it being recognized and agreed that the consideration for the execution of this contract is the substantial public benefit to be derived therefrom, and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. 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 property described in Exhibit A annexed to the city, unless the city has filed, and had approved, a protest to the contract at the time of its execution as provided for in Section 51243.5 of the California Land Conservation Act of 1965. Property described in Exhibit "A" is/is not within one mile of an incorporated city in the County of Alameda on the date of execution of this contract.

8. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title or any lesser estate in any land described in Exhibit A is filed or when such land or any lesser estate therein is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land or any lesser estate therein actually being condemned or so acquired as of the date the action is filed or so acquired.

9. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit "A" is divided. Property described in Exhibit "A" shall not be divided into parcels of less than the minimum parcel size required by the A (Agricultural) Zoning District, existing at the time of the requested division, except as a result of court decree or the intestate or testamentary disposition of land. Owner agrees to submit a proposed division to County for its approval, and for consideration of the conformance of said division to the Subdivision Ordinance of the County of Alameda. County shall, if said division is approved and as a condition of its approval, require the execution by owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

10. CANCELLATION.

This contract may be canceled only pursuant to the request of Owner by petition to the Board of Supervisors of Alameda County to cancel the contract as to all or any part of the property subject hereto. The Board of Supervisors may approve cancellation of this contract only if it finds that cancellation (1) is not inconsistent with the purposes of the California Land Conservation Act of 1965 and (2) is in the public interest.

Owner understands that the existence of an opportunity for another use of said property shall not be sufficient reason for cancellation of this contract and that a potential alternative use of said property may be considered only if there is no proximate nonrestricted land suitable for the use to which it is proposed that said property be put. Owner further understands that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or compatible agricultural use to which said property may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Alameda may adopt a resolution consenting to such request. Prior to the adoption of such a resolution, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the Agricultural Preserve in which property described in Exhibit "A" is located, and which is within one mile of the boundaries of that property, and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Alameda may protest such cancellation.

(b) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors of Alameda County shall record a certificate setting forth the name of Owner of said property at the time of cancellation, the amount of the cancellation fee, as hereinafter provided in paragraph 11, and a legal description of said property. From the date of recording such certificate, this contract shall be finally canceled and, to the extent the cancellation fee is not paid, a lien shall be created and attach against said property and other property owned by Owner in the County of Alameda. Such lien shall have the force, effect and priority of a judgment lien. Nothing shall preclude the Board of Supervisors of Alameda County from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

11. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to the giving of tentative approval to the cancellation of the contract by the Board of Supervisors of Alameda County, the County Assessor shall reassess said property as though it were free of the restriction provided for herein. The amount of the cancellation fee to be paid by Owner upon cancellation shall be an amount equal to 50% of the new equalized assessed valuation of said property; provided, however, if after the date that this contract was initially entered into, the publicly announced County ratio of assessed to full cash value is changed, said percentage payment shall be changed so no greater percentage of full cash value will be paid by Owner than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this contract is executed is 25% of full cash value.

(b) If the Board of Supervisors of Alameda County recommends and finds that it is in the public interest to do so, the County may waive any such payment or any portion thereof, or make any such payments or portion thereof contingent upon the future use to which said property is put and its economic return to the Owner for a period of time not to exceed the unexpired term of the contract had it not been canceled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use to which said property may be put and said property is not immediately suitable, nor will be immediately used for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined that it is in the best interests of the public or the conservation of agricultural land that such payment be either deferred or not required; and (3) the waiver is approved by the State Office of Planning and Research.

12. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of the County, and County's address shall be 1221 Oak Street, Oakland, California 94612, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

COUNTY OF ALAMEDA

President, Board of Supervisors

Print Name of President

APPROVED AS TO FORM RICHARD E. WINNIE,
County Counsel

BY:

Deputy

I hereby certify under penalty of perjury that the President of
the Board of Supervisors was duly authorized to execute this
document on behalf of the County of Alameda by a majority
vote of the Board on _____; and that a copy
has been delivered to the President as provided by
Government Code Section 25103.

Attest: _____
CRYSTAL K. HISHIDA, Clerk, Board of
Supervisors, County of Alameda, State of California

BY:

Deputy's Signature

Print Name

_____/_____
Owner's Signature Print Name

_____/_____
Owner's Signature Print Name

_____/_____
Owner's Signature Print Name

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Owner's Signature Print Name

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Owner Signature Print Name

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Owner's Signature Print Name