

DOC. NO. 38515
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL.

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RECORDING REQUIRED BY AND
WHEN RECORDS RETURN TO:
CO. CLERK

SEP 27 1976

WILLIAM E. ZIMMER
COUNTY RECORDER
TIME 11:20 A.M.

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Monday, September 13, 1976

PRESENT: Supervisors M. E. Willeford, Howard D. Mankins, Richard J. Krejsa
ABSENT: Supervisors Kurt F. Rupper, Chairman Hans Heilmann
Vice Chairman

RESOLUTION NO. 76-622

RESOLUTION APPROVING CONTRACT PURSUANT
TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965

The following Resolution is hereby offered and read:

WHEREAS, California Government Code Section 51240 provides that
the County may enter into Contracts to limit the use of land within an
Agricultural Preserve and compatible uses, and

WHEREAS, Such a Contract has been presented to this Board by

Robert Romer

owner or owners of the land described therein, which land is within an
Agricultural Preserve previously established by this Board, and

WHEREAS, The Contract presented is in the form previously
approved by this Board, and

WHEREAS, The applicant for the Contract has presented to the
County all necessary supporting documents as required by Rules and
Procedures adopted by this Board, and

WHEREAS, All owners of the property and all trust deed bene-
ficiaries and mortgagees of the property have properly executed said
Contract and their signatures thereto have been notarized, and

WHEREAS, This Board finds that it is in the best interests of
the County of San Luis Obispo that it enter into said Contract,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED By the Board of
Supervisors of the County of San Luis Obispo, State of California, as
follows:

1. The Land Conservation Contract submitted by Robert Romer
is hereby approved.

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2. The Chairman of this Board be and hereby is authorized and directed to execute said Contract on behalf of the County of San Luis Obispo.

3. The Clerk of this Board is instructed to record in the Office of the County Recorder a copy of this Contract.

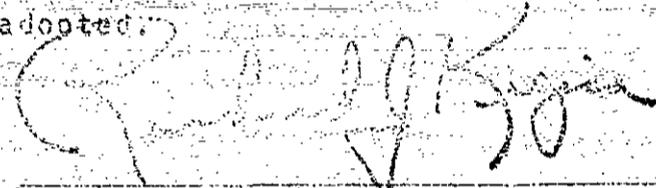
On motion of Supervisor Mankins seconded by Supervisor Willerford and on the following roll call vote to-wit:

AYES: Supervisors Mankins, Willerford, Vice Chairman Krejca

ABSENT: None

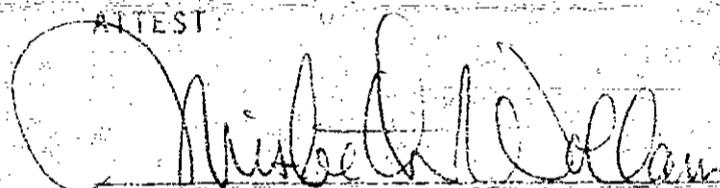
OPPOSED: Supervisors Kupper, Chairman Heilmann

The foregoing Resolution is hereby adopted.



Vice Chairman of the Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

PLANNING
MAR: JM

RECORDED AND INDEXED

FILED

16

1976

MICHAEL WILLAM

County Clerk of the

By Deborah Madden

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LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT, made and entered into this 13 day of September 1976 by and between Robert Romer, hereinafter referred to as OWNER, and the COUNTY OF SAN LUIS OBISPO a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as the subject property, and more particularly described in Exhibit 'A' attached hereto and by this reference incorporated herein, and

WHEREAS the subject property is devoted to agricultural uses and uses compatible thereto, and

WHEREAS said property is located in an agricultural preserve heretofore established by the County, and

WHEREAS both Owner and County desire to limit the use of the subject property to agricultural, related 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 the subject property in an agricultural preserve and the execution and approval of the Contract is deemed to be a determination that the highest

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and best use of the subject property during the term of this Contract or any renewal thereof is for agricultural uses and Owner agrees that the present zoning is the appropriate zoning for said premises, and

WHEREAS, Owner has supplied County with a title company Lot Book Report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the subject property, and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this Contract are substantially similar to the terms, conditions, and restrictions of Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, and

WHEREAS, it is the intent of County and Owner that the continued existence of the within Contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

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. 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 the State of California commencing with Section 51200) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time which are incorporated herein by reference and made a part hereof. This Contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time which are incorporated herein by reference and made a part hereof.

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2. During the term of this Contract, the subject property shall not be used for any purpose other than an agricultural or compatible use as the same is defined in the rules for the agricultural preserve in which said subject property is situated. Said rules have been or are about to be adopted for the lands in said preserve by resolution of the County Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving, and shall be consistent with, the objectives of said Land Conservation Act.

3. The uses, including compatible uses, of the subject property which will be allowed pursuant to this contract are those Uses Permitted and/or Uses Permitted Subject to First Securing a Conditional Use Permit as provided in the Zoning Ordinance of the County of San Luis Obispo for the zoning district in which subject property lies. The parties recognize that said Zoning Ordinance may be amended in accordance with State law and the County Ordinance Code.

The parties further recognize that the allowed uses thus may be changed from time to time by reason of such amendments. The subject property is currently zoned A-3-640-P. A copy of the Regulations for A-3 & P Districts, marked Exhibit B, is attached hereto and incorporated herein to illustrate the uses presently allowed on subject property pursuant to this contract.

4. As to that portion of the land described herein to be condemned in any condemnation action or acquired in lieu of eminent domain for a public improvement by a public agency or person, this Contract shall become null and void and not binding on the parties under the same circumstances under which a contract would become null and void and not binding on the parties under the provisions of Government

Code Section 51295 which is incorporated herein and made a part hereof, provided, however, that the effective date of the termination hereunder shall be one (1) day prior to the date of filing any action in eminent domain with respect to the land, or one (1) day prior to the date of acquisition thereof in lieu of condemnation, to the extent that the condemning agency shall be required to proceed as if this Contract never existed and the determination of the compensation to be paid by the condemning agency for the taking shall be determined as if the Contract never existed.

5. This Contract shall be effective as of the day and year first above written and shall remain in effect for a period of twenty (20) years therefrom; provided, however, that beginning with the first day of January of the year in which the Contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245 of the Government Code of the State of California, subject to the filing deadlines stated therein. A notice of nonrenewal irrespective of which party gives the notice shall be recorded by the County. A copy of the notice of nonrenewal shall be forwarded to the Director of Agriculture. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. This Contract may not be cancelled except pursuant to a request by Owner, and as provided in Article 5 of the Land Conservation Act of 1965; however, no such cancellation shall occur until a notice and protest hearing thereon is conducted in the manner provided by Sections 51284 and 51285 of the California Government Code of the State of California.

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7. The Assessor of the County of San Luis Obispo shall revalue the land to which the request for cancellation applies as soon as possible after the request for cancellation is received, use the request date as the valuation date, and apply the County's announced ratio to the full cash value to determine the cancellation valuation. The Owner shall pay County, as a cancellation fee, an amount equal to 50% (fifty percentum) of the cancellation valuation of the subject property, subject, however, to the provisions for waiver and/or deferment of such payment as the Board of Supervisors may grant pursuant to Section 51283 of the Government Code of the State of California.

8. A Certificate of Cancellation shall be recorded with the County Recorder.

9. Upon receipt of cancellation fee payable pursuant to Paragraph 7, said taxes shall be distributed as provided in Section 51283(d) of said Act.

10. Unless waived or deferred as indicated in Paragraph 7, the cancellation fee due the County must be paid to the satisfaction of County before cancellation becomes final.

11. Owner, upon request of County, shall provide information relating to Owner's obligation under this Contract.

12. This Contract shall be nullified without payments or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution with respect to assessment practices.

13. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the Contract, may be declared void by the County Board of Supervisors; such declaration of

the provisions of this Contract may be enforced by the County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof.

14. The within Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

15. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by the Owner of each parcel created by the division at the time of division.

16. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed by the zoning then on said premises shall constitute a violation of this contract and shall be subject to all the provisions of Paragraph 13 hereof. A lease shall not constitute the creation of a parcel of land for the purposes of this paragraph.

17. The within Contract shall be transferred and binding upon any succeeding County or City acquiring jurisdiction over the subject land, or any portion thereof, except as hereafter provided. On annexation by any City of any of the subject lands, such City shall succeed to all rights, duties and powers of County under this Contract, unless the land being annexed to such City was within one (1) mile of such City at the time of the execution of the within Contract and such City states its intention not to so succeed in its resolution of intention to annex. If such City does not exercise its option to succeed, the Contract shall be null and void as to the land actually being annexed on the date of annexation.

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18. The trust deed beneficiaries and mortgagees, if any, listed on the Lot Book Report referred to above, and whose signatures are affixed hereto, do hereby assent to this Contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this Contract, specifically to the agricultural and compatible uses imposed on the subject property by reason of this Contract.

IN WITNESS WHEREOF, the parties have fixed their hands and seals the day and year first above written.

COUNTY OF SAN LUIS OBISPO

By: [Signature]
Vice Chairman of the Board of Supervisors

ATTEST:

[Signature]
Clerk of the Board of Supervisors
(S. F. A. U.)

TRUST DEED BENEFICIARIES and/or MORTGAGEES OWNER



[Signature]
THE FEDERAL LAND BANK OF BERKELEY
Jack A. Cline, Vice President

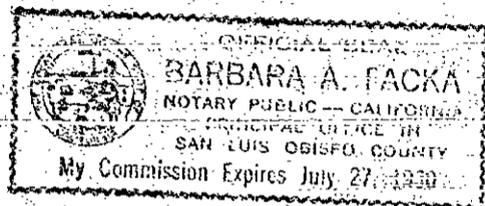
STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) SS.

On this 21 day of October, 1976, before me, the undersigned Notary Public, personally appeared [Signature] and [Signature], known to me to be the ^{Vice} Chairman and Clerk, respectively, of the Board of Supervisors of the

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County of San Luis Obispo, State of California, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Barbara A. Facka
Notary Public in and for said
County and State

(S E A L)

My Commission Expires

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

ss.

On this _____ day of _____ 19____, before me,

_____, a Notary Public in and for said
County and State, residing therein, duly commissioned and
sworn, personally appeared _____

_____, known to me to be the person(s) whose
name(s) (is) (are) subscribed to the within instrument, and
acknowledged that ()he(y) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certificate
first above written.

Notary Public in and for said
County and State

(S E A L)

My Commission Expires

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(PD-Shandon 9/71)

EXHIBIT "A"

PARCEL 1:

The East half of Section 30 in Township 27 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat of the survey of said lands approved by the Surveyor General on June 25, 1856.

EXCEPTING therefrom all oil, gas, and other minerals and mineral rights, whether metallic or non-metallic, therein and thereunder together with the perpetual right of ingress and egress to and from said lands for the purpose of drilling, exploring, and mining and in every way operating for such oil, gas, and minerals, and removing the same.

PARCEL 2:

All of Sections 17, 20, 29, and 33; the West half of Section 21; the West half of the West half of Section 27; the West half of Section 28; the West half of the West half of Section 34; the East half of the West half and the Southeast quarter of Section 19; the Northeast quarter, the East half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section 32, all in Township 27 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat of the survey of said lands approved by the Surveyor General on June 25, 1856.

EXCEPTING therefrom all oil, gas and other minerals and mineral rights, whether metallic or non-metallic, therein and thereunder together with the perpetual right of ingress and egress to and from said lands for the purpose of drilling, exploring and mining and in every way operating for such oil, gas and minerals and removing the same.

PARCEL 3:

The East half of Section 21; the East half of Section 28 and the West half of the West half of Section 22 in Township 27 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California according to the official plat of the survey of said lands approved by the Surveyor General on June 25, 1856.

EXCEPTING therefrom all oil, gas and other minerals and mineral rights, whether metallic or non-metallic, therein and thereunder together with the perpetual right of ingress and egress to and from said lands for the purpose of drilling, exploring and mining and in every way operating for such oil, gas and minerals and removing the same.

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PARCEL 4:

An easement for roadway purposes, including the right to construct, maintain and operate a roadway and any public utilities on, over or under a strip of land 84 feet wide over a portion of Section 22, in Township 27 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said lands approved by the Surveyor General on June 25, 1856 lying 42 feet on each side of the following described center line:

Beginning at the North quarter corner of said Section 22; a line from said quarter corner to the South quarter corner of said Section 22 is assumed to have a bearing of South $01^{\circ}41'31''$ West, for purposes of this description; thence South $01^{\circ}41'31''$ West, 1135.15 feet to the true point of beginning; thence South $33^{\circ}24'28''$ West, 1244.41 feet to the beginning of a tangent curve concave Northwesterly having a radius of 600.00 feet; thence Southwesterly along said curve through a central angle of $29^{\circ}57'22''$ a distance of 313.70 feet; thence tangent to said curve, South $53^{\circ}21'50''$ West, 490.00 feet, more or less to the East line of the West quarter of said Section 22; the sidelines of the described 84 feet wide strip of land to be prolonged or shortened so as to terminate at said East line of said West quarter of said Section 22.

PARCEL 5:

An easement for roadway purposes, including the right to construct, maintain, and operate a roadway and any public utilities on, over or under a strip of land 84 feet wide over a portion of Sections 14, 15, and 22 in Township 27 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said lands approved by the Surveyor General on June 25, 1856 lying 42 feet on each side of the following described center line:

Beginning at the North quarter corner of said Section 22; a line from said quarter corner to the South quarter corner of said Section 22 is assumed to have a bearing of South $01^{\circ}41'31''$ West, for purposes of this description; thence South $01^{\circ}41'31''$ West, 1135.15 feet to the true point of beginning; thence North $33^{\circ}24'28''$ East, 1064.00 feet to the beginning of a tangent curve concave Northwesterly having a radius of 600.00 feet; thence Northeasterly along said curve through a central angle of $23^{\circ}25'44''$ a distance of 245.35 feet; thence tangent to said curve North $09^{\circ}58'44''$ East, 250.81 feet to the beginning of a tangent curve concave Westerly having a radius of 900.00 feet; thence Northerly along said curve through a central angle of $13^{\circ}09'10''$ a distance of 206.60 feet; thence tangent to said curve North $03^{\circ}10'26''$ West, 1027.74 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1120.00 feet thence Northeasterly along said curve through a central angle of $76^{\circ}40'49''$ a distance of 1498.92 feet; thence tangent to said curve North $73^{\circ}30'24''$ East, 1900.00 feet more or less to the Westerly line of the San Luis Obispo County Road; the sidelines of the described 84 feet wide strip of land to be prolonged or shortened so as to terminate at said Westerly line of said County Road.

Shandon Agricultural Preserve
8/31/76

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EXHIBIT "B"

22.18.010 - 22.18.030
(as amended by Ord. 1500
5/14/75)

Chapter 22.18

A-3 (UNRESTRICTED AGRICULTURAL) DISTRICTS

Sections:

- 22.18.010 Intent.
- 22.18.020 Uses Permitted.
- 22.18.030 Departmental Review Uses.
- 22.18.040 Conditional Uses.
- 22.18.050 Building Site Area.
- 22.18.060 Special Requirements.

22.18.010 Intent. It is the intention of this chapter to encourage proper development by promoting and retaining the agricultural uses of the property by establishing the A-3 District. It is also the intention of this chapter that this ordinance constitute an Open Space Zoning Ordinance consistent with the Open Space Plan, pursuant to Government Code Section 65910.

22.18.020 Uses Permitted. Uses permitted shall be as follows:

- (1) One-family dwelling and farm labor quarters or immediate family quarters;
- (2) All agricultural uses except those enumerated in Sections 22.18.030 and 22.18.040 requiring departmental review approval or a Conditional Use Permit;
- (3) Agricultural buildings and accessory uses;
- (4) Commercial or recreational equestrian establishments;
- (5) Breeding, boarding and veterinary establishments;
- (6) Storage of petroleum products used on the premises and not for resale;
- (7) Public utility or public service buildings, structures for uses related to water, power, gas and telephone; including transmission distribution, storage and generating facilities;
- (8) Public or private recreational uses relating to hunting, fishing, riding, and hiking except housing, accessory buildings and other structures;
- (9) Camping areas more than one thousand feet from property lines or public roads and related to recreational uses of the property;
- (10) Home occupations;
- (11) One sign for each property not to exceed forty square feet in area to advertise farm labor employment, products produced or sold on the premises, the sale of property, or to identify the premises or occupants;
- (12) Aircraft private land strip.

22.18.030 Departmental Review Uses. Uses permitted subject to first securing a departmental review approval shall be as follows:

- (1) Oil and gas drilling and production per Planning Commission policy;
- (2) Commercial radio and television towers and related facilities;
- (3) Agribusinesses including packing, processing and sales business for which a business license is required except rendering plants, slaughter houses, and tallow works;
- (4) Farm labor camps;
- (5) Churches, schools, libraries, golf courses, parks, community centers or other public buildings;

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- (6) Sanitary landfills, waste disposal areas and sewerage facilities;
- (7) Feed lots;
- (8) Cemeteries;
- (9) Rendering plants, slaughter houses, and tallow works;
- (10) Camping areas related to recreational uses of the property if less than one thousand feet from property line or public road;
- (11) Housing, mobile homes and mobile home parks, accessory buildings and structures established in connection with recreational activities permitted under Section 22.18.020; provided, however, that the number of housing units permitted shall not exceed one per the minimum lot size of the underlying zone.

22.18.040 Conditional Uses. Uses permitted subject to first securing a Conditional Use Permit shall be as follows:

- (1) Hog ranches;
- (2) Turkey ranches (more than one hundred turkeys);
- (3) Commercial excavation of building or construction materials and the exploration or extraction of minerals or other natural materials; including such accessory processing facilities as rock crushers and asphalt plants when located on the same property;
- (4) Public airports, public heliports and public landing strips for aircraft.

22.18.050 Building Site Area. The minimum building site area required shall be as follows:

- (1) Twenty acres, unless otherwise designated. Veterinary establishments, public utility buildings and uses, churches, libraries, hospitals, community centers and other public agencies are exempt from minimum building site area requirements and shall meet the yard area requirements of the R-1 regulations;
- (2) If a number in parenthesis follows the district designation, the number in parenthesis constitutes the minimum number of acres for a building site or newly created lot, (e.g., A-3 (100) means one hundred acres minimum).

22.18.060 Special Requirements.

- (1) There shall be no offensive odors, fumes, noxious gases, dust, heat, glare or radiation generated by or resulting from a use and detectible at any point at the boundary line of the zone;
- (2) Ground vibrations generated by or resulting from a use shall not be perceptible without instruments at any point at the boundary line of the zone;
- (3) The character and intensity of sound emanating from a use shall be no more offensive nor greater than ordinary street noises at the boundary line of the zone;
- (4) Materials used and products stored shall be adequately housed, or screened so that health, safety and welfare of persons occupying the property or adjacent properties are not jeopardized.

Chapter 22.76

P (AGRICULTURAL PRESERVE) COMBINING DISTRICTS

Sections:

- 22.76.010 Application of regulations.
- 22.76.020 Scope and purpose.
- 22.76.030 A-2 district procedures waived.
- 22.76.040 Requests for preserves or agreements.

22.76.010 Application of regulations. In any A-2 or A-3 Agricultural districts with which is combined any "P" district, this chapter shall apply in addition to those uses and regulations specified for such district provided, however, in the event of a conflict in regulations applicable, the regulations of this chapter shall govern. (Ord. 1004 Sl(part), 1968: prior code S11-465).

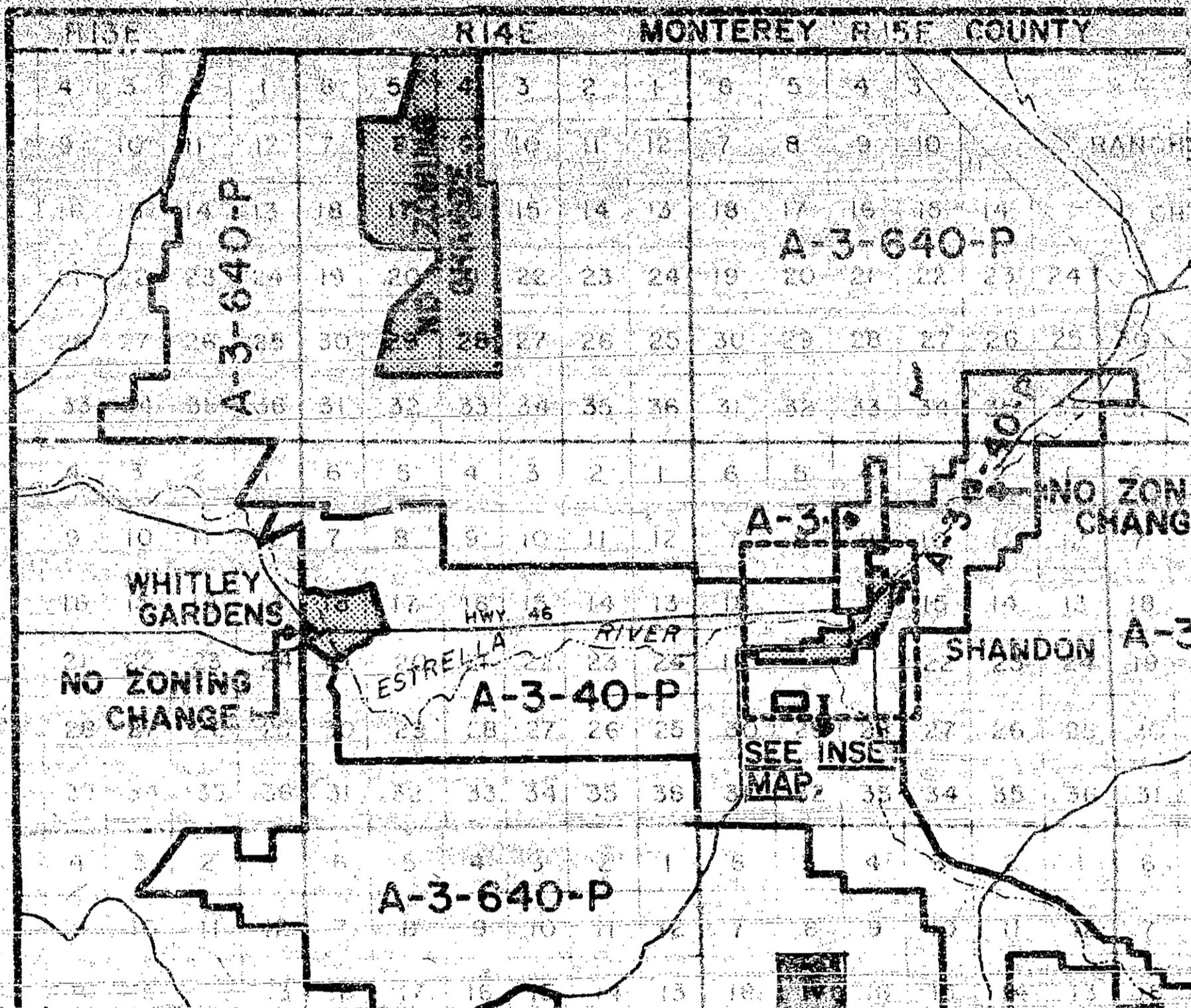
22.76.020 Scope and purpose. It is the intention of this district to encourage and promote the implementation of the state of California Land Conservation Act of 1965 (Chapter 7 of Part 1, Division 1, Title 5 of the Government Code of California). The regulations of this district are designed to be used in conjunction with agricultural preserves and shall be supplementary to existing agricultural districts for the purposes of providing proper enforceable restrictions for negotiating land conservation agreements as provided by the act. (Ord. 1004 Sl(part), 1968: prior code S11-465.1).

22.76.030 A-2 district procedures waived. Provisions in Section 22.16.050 which set forth procedure for establishing or changing A-2 districts, shall herewith be superseded wherethe regulations of this chapter are proposed.

The form and manner for the establishment of or change in an A-2-P district shall follow the normal procedure for the establishment of zoning districts prescribed by Sections 22.94.010 through 22.94.050. (Ord. 1004 Sl(part), 1968: prior code S11-465.2).

22.76.040 Requests for preserves or agreements. Bona fide requests from property owners for the establishment of an agricultural preserve or to negotiate an agreement under the term of the Land Conservation Act of 1965 shall at the same time be considered a petition to institute the procedures for appropriate zoning to an A-2-P or A-3-P district even though said request does not so specifically state. (Ord. 1004 Sl(part), 1968: prior code S11-465.3).

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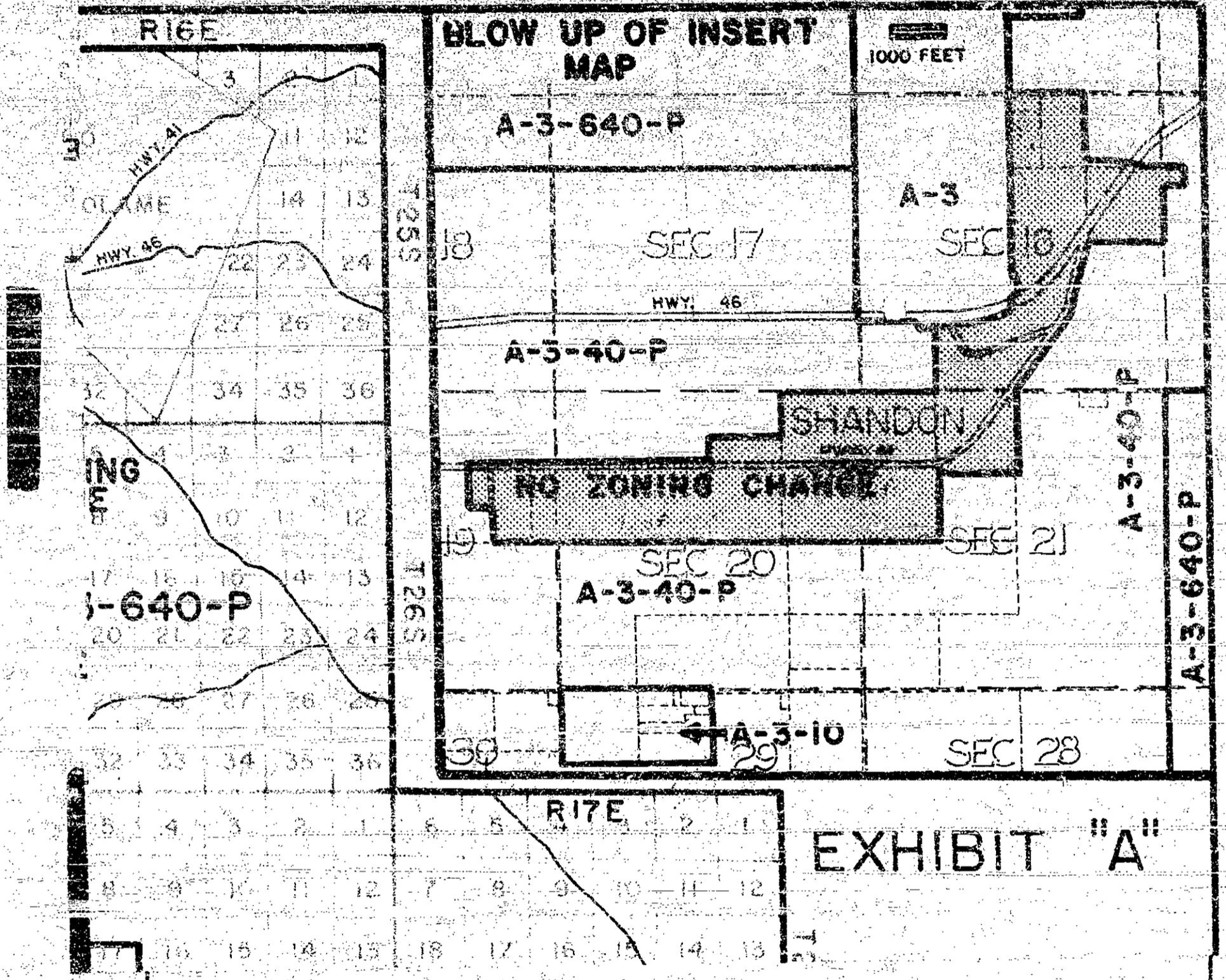
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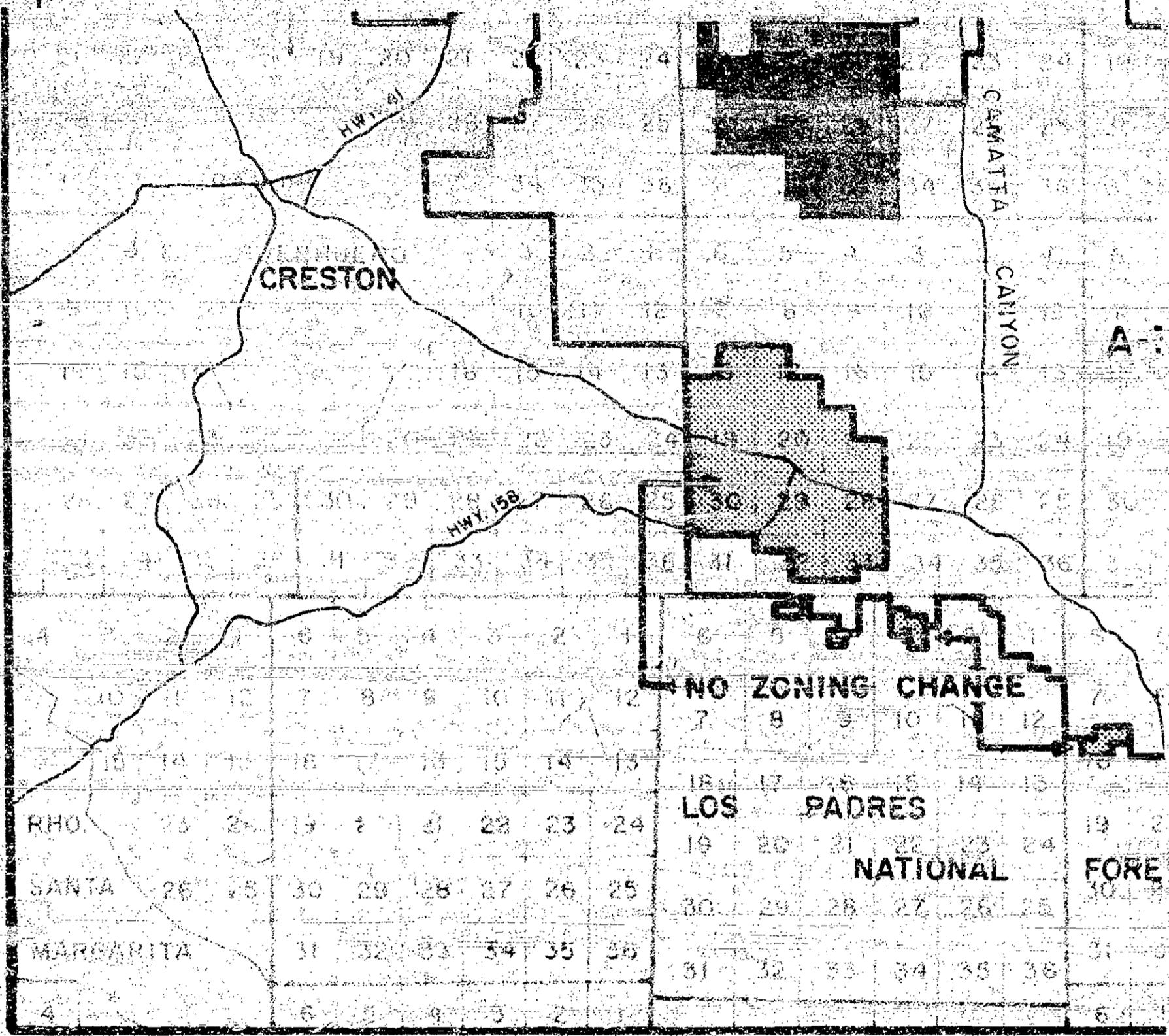
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SHANDON AGRICULTURAL PRESERVE

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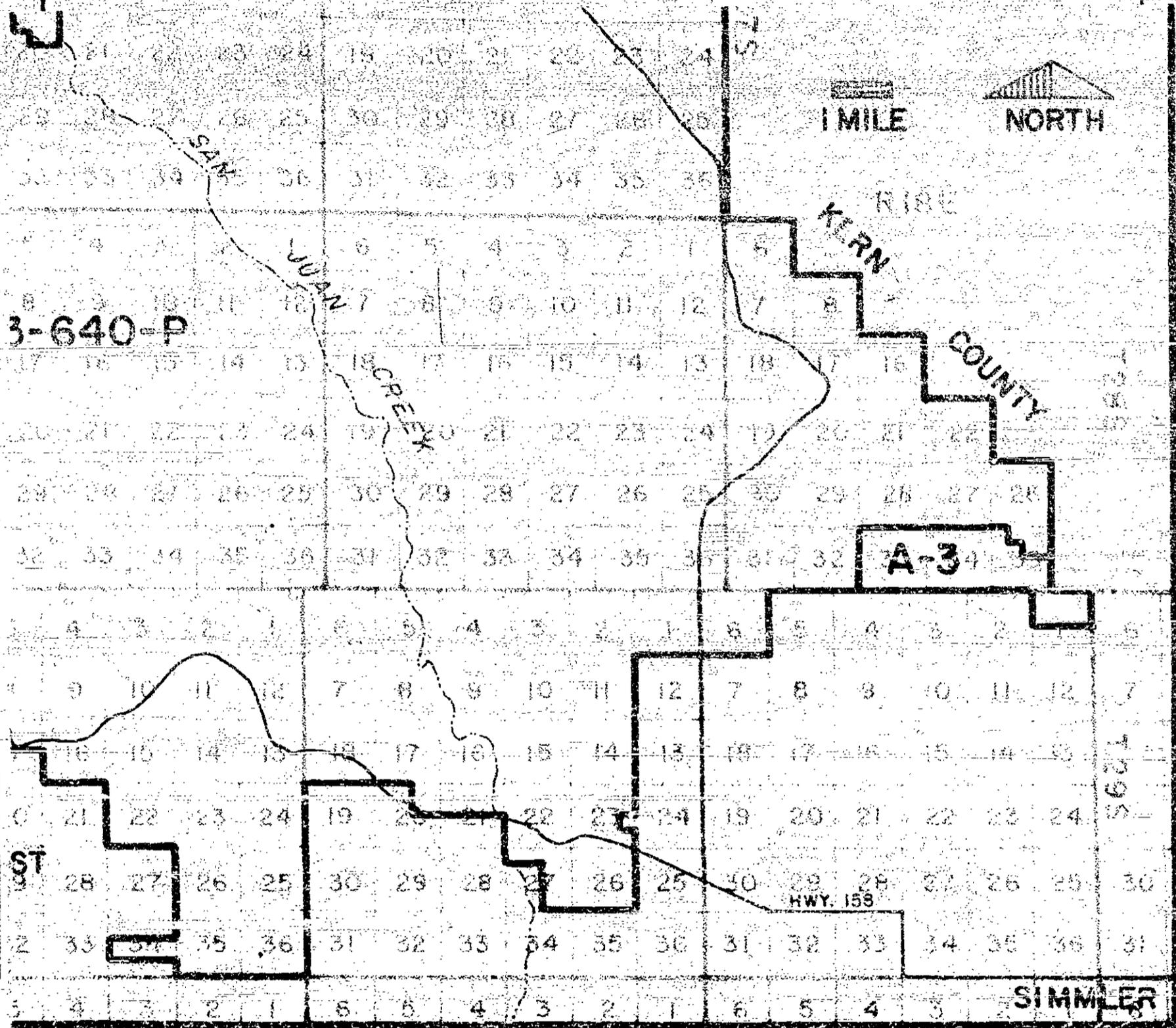
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