

<p>RECORDING REQUESTED BY:</p> <p>WHEN RECORDED SEND TO:</p> <p>Clerk of the Board of Supervisors 70 West Hedding Street, 10th Floor, E. Wing San Jose, CA 95110</p>	
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**LAND CONSERVATION CONTRACT – AGRICULTURE**

This is a Land Conservation Contract (the “Contract”) between the County of Santa Clara, State of California (the “County”), and [PLEASE PRINT OR TYPE NAMES OF ALL PROPERTY OWNERS IN THE SAME MANNER IN WHICH OWNERSHIP TO THE PROPERTY IS VESTED]

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(collectively, the “Owner”).

NOW THEREFORE, County and Owner agree as follows:

WHEREAS, Owner is the legal owner of certain real property located in the unincorporated area of Santa Clara County in the State of California described in Exhibit A, which is attached hereto and incorporated herein, (the “Property”); and

WHEREAS, the Property is devoted to commercial agricultural use; and

WHEREAS, both Owner and County desire to limit the use of the Property to commercial agriculture and uses compatible with commercial agriculture; and

WHEREAS, the parties have determined that the highest and best use for the Property during the term of this Contract is commercial agriculture and uses compatible with commercial agriculture.

1. **CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965 AND RELATED COUNTY ORDINANCES AND GUIDELINES**

This Contract is entered into pursuant to the California Land Conservation Act of 1965 (also known as the Williamson Act), California Government Code § 51200 *et seq.* (the “Act”) and is subject to all of the provisions of the Act, including any amendments to the Act that may be enacted in the future. This Contract is also subject to County ordinances implementing the Act, County of Santa Clara Ordinance Code § C13-1 *et seq.* (“Ordinances”), including any amendments to the Ordinances that may be enacted in the future. This Contract is also subject to any guidelines adopted by the County Board of Supervisors pertaining to Land Conservation Contracts entered into pursuant to the Act (“Guidelines”), including any amendments to the Guidelines that may be adopted in the future.

2. RESTRICTIONS ON USE OF PROPERTY

During the term of this Contract, the Property may only be used for commercial agriculture and uses compatible with commercial agriculture. A list of potentially compatible uses is set forth in the Ordinances, and criteria for compatible use development are set forth in the Guidelines. The County may from time to time during the term of this Contract modify the Ordinances and Guidelines. The provisions of this Contract shall not limit or supersede the planning, zoning or other regulatory powers of the County.

3. RESTRICTIONS ON SUBDIVISION OR LOT LINE ADJUSTMENT OF THE PROPERTY

In order to be subdivided or lot line adjusted, the Property must meet certain additional requirements and limitations imposed by the Act, the Subdivision Map Act and County Ordinances implementing the Act and the Subdivision Map Act.

4. RESTRICTIONS ON SALE OF THE PROPERTY

If this Contract covers more than one legal parcel, Owner may only sell portions of the Property that meet the minimum acreage requirement of 10 acres for prime agricultural land and 40 acres for non-prime agricultural land. In no case may any portion of the Property be maintained in separate ownership of less than these minimum acreages, even if an existing legal parcel is smaller than these minimum acres. Smaller portions of land may be sold to contiguous property owners if the undersized portions are merged with other parcel(s) covered by a Land Conservation Contract for which no notice of nonrenewal or application for cancellation has been filed as of the date the Property ownership is transferred and the resulting merged parcel(s) meet the minimum size requirements set forth in this paragraph. Any sale or transfer of the Property must also comply with all other legal requirements.

5. TERM OF CONTRACT

This Contract is effective on the date of execution by the County and remains in full force and effect for an initial term of at least ten years, which ten-year term commences on the first day of January following execution of the Contract. Each succeeding first day of January is the annual renewal date of this Contract. This Contract will be renewed automatically on each succeeding January 1 and one additional year will be added automatically to the contract term unless notice of nonrenewal is given in compliance with the Act and Paragraph 6.

6. NOTICE OF NONRENEWAL

- (a) If either party desires not to renew this Contract for an additional year, that party must 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 will be automatically renewed for one additional year as provided in Paragraph 5 above.
- (b) If County serves written notice of nonrenewal of this Contract, the Owner may submit to County a written protest of nonrenewal within ten (10) days after receipt of the notice of nonrenewal. County may withdraw its notice of nonrenewal at any time prior to the next January 1<sup>st</sup> and if the notice is withdrawn, this Contract will continue as if no such notice of nonrenewal had been served.
- (c) If either party serves written notice of nonrenewal in any year within the time limits of (a) above and the notice of nonrenewal is not withdrawn prior to the next January 1<sup>st</sup>, then this Contract will remain in effect for the balance of the term remaining on the Contract as of the last automatic annual

renewal. If the initial term of the Contract was ten (10) years, the remaining term after notice of nonrenewal is nine (9) years from the January 1<sup>st</sup> following the recording of the properly filed notice of nonrenewal.

7. NO COMPENSATION

It is recognized and agreed that the consideration for the execution of this Contract is the substantial benefit to be derived from, and the advantage that may accrue to Owner as a result of, the effect upon the assessed value of the Property from the restrictions on the Property's use as provided herein. Owner will not receive any payment from County in consideration of the obligations imposed under this Contract.

8. SUCCESSORS IN INTEREST

This Contract is binding upon and inures to the benefit of all heirs, executors, administrators, trustees, assigns and successors in interest of the Owner. Whenever any of the Property is divided or sold, the Owner of any parcel of the original Property may exercise, independently of any other Owner of a portion of the Property, any of the rights of the Owner in this Contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the Owner of a portion of the Property will not be imputed to the other Owners of any other portions of the Property. If the Property or any portion thereof is annexed by a city, the city succeeds to all rights, duties and powers of the County under this Contract, except as otherwise provided by the Act.

9. CANCELLATION

This Contract may not be cancelled except pursuant to the provisions of the Act and Ordinances.

10. NOTICES

All notices required or permitted by this Contract, including notice of a change of address, must be in writing and given by personal delivery or sent by United States Mail, postage prepaid, return receipt requested, addressed to the party intended to be notified. Notice will be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any mail receptacle regularly maintained by the United States Postal Service.

Notice to the County must be addressed:

COUNTY OF SANTA CLARA  
Clerk of the Board of Supervisors  
County Government Center, 10<sup>th</sup> Floor, East Wing  
70 West Hedding Street  
San Jose, California 95110

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Notice to Owner must be addressed:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

11. RIGHT OF ENTRY

Pursuant to Ordinances § C13-21, the County has the right to audit and inspect the Property for compliance with this Contract. In furtherance of this purpose, Owner hereby grants the County and its agents, employees and contractors a Right of Entry to enter and inspect the Property.

12. INDEMNITY

Owner and its successors in interest agree to indemnify, defend and hold harmless the County and its officials, employees, and agents from any claim, liability, loss, injury or damage arising out of or in connection with this Contract. Owner shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Owner is obligated to indemnify, defend and hold harmless the County under this Contract.

13. REMEDIES FOR BREACH/WAIVER

If Owner fails to comply with or breaches any provision of this Contract, County may pursue any available rights or remedies at law or equity to address such noncompliance or breach, including but not limited to injunctive or other equitable relief, specific performance, and/or an enforcement proceeding for material breach pursuant to Government Code § 51250. County's failure to exercise its remedies for any noncompliance or breach by Owner shall not be deemed a waiver of that particular noncompliance or breach or any future noncompliance or breach, regardless of whether County had knowledge of the nonperformance or breach.

14. VOLUNTARY EXECUTION

Owner and County acknowledge that they have been furnished with copies of, and have read, this Contract and that this Contract has been freely and voluntarily entered into by them and they agree to be fully bound by the terms of this Contract. Furthermore, this Contract is executed without reliance upon any representation by any person that is not set forth in this Contract.

15. OWNERS OF RECORD

Each signatory to this Contract personally warrants that he/she has full authority to enter into this Contract and, if signing in a representative capacity, that he/she has full authority to sign on behalf of the

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person or entity whom he/she represents. Owner warrants that they are the only owners, in fee title, of the Property, and will continue to be the only owners of the Property until the Contract is recorded in the official records of the County Clerk-Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by Owner on \_\_\_\_\_ and by County on \_\_\_\_\_.

COUNTY OF SANTA CLARA

\_\_\_\_\_  
Ken Yeager, President  
Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Elizabeth Pianca, Deputy County Counsel

PROPERTY OWNER(S):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

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Signature

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Signature

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Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

[NOTE: Each Owner signature must be properly notarized/acknowledged.]

Exhibits to this Contract:

A – Property Description (Legal Description)

B – APN Map

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, East Wing  
70 West Hedding Street  
San Jose, California 95110-1770  
(408) 299-5001 FAX 938-4525 TDD 993-8272



Lynn Regadanz  
Clerk of the Board

## Certificate of Acknowledgment (Civil Code § 1189)

State of California

County of Santa Clara

} ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Deputy Clerk of the  
(date) (Deputy's name)

Board of Supervisors, personally appeared \_\_\_\_\_  
(name of individual signing document)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

**Lynn Regadanz, Clerk of the Board of Supervisors**

By \_\_\_\_\_

Deputy Clerk of the Board of Supervisors