TO: HONORABLE CITY COUNCIL

DATE: October 6, 2008

SUBJECT: Notice of Nonrenewal of Land Conservation Contract and annual report of Williamson Act contracts within the City of Palo Alto

RECOMMENDATION

The City Clerk recommends that the City Council acknowledge the receipt of the Notice of Nonrenewal of Land Conservation Contract with Midpeninsula Regional Open Space District for Assessor's Parcel Numbers 351-04-031, 351-06-017, 351-12-043, and 351-25-014.

The City Council review and direct the City Clerk to file the current listing of properties in Palo Alto that are contracted under the California Land Conservation (Williamson) Act.

BACKGROUND

The California Land Conservation Act of 1965, commonly known as the Williamson Act, is a State law that creates a preservation incentive for agricultural properties. This act provides for property tax relief to owners of agricultural land who agree to limit the use of the property to agricultural operations, or other approved uses that are compatible with agricultural operations. The purpose of this Act is to allow an incentive for the voluntary conservation of agriculturally viable land. Once a contract has been entered into, the property owner may use the land only for agriculturally related uses, regardless of the underlying zoning designation of the property. In exchange for agreeing to the land use restrictions, the property owner is given a reduction in property taxes for the property involved in the contract.

The minimum length of each Williamson Act contract is ten years, and each year the contract is renewed for one year. In the event the property is sold, the Williamson Act contract remains in place, so that the new property owner is subject to the same conditions and restrictions placed on the original property owner.

On December 31, 2007 L. Craig Britton, General Manager, of the Midpeninsula Regional Open Space District submitted a letter noting the intent to file a Notice
of Nonrenewal of their Land Conservation contract with the City of Palo Alto. The Assessor’s Parcel Number for the properties are 351-04-31, 351-06-017, 351-12-043, and 351-25-014. Ordinance No. 2663 states that the City Clerk shall report to the Council any valid Notice of Nonrenewal of a contract received from a landowner. The City Clerk must record the Notice of Nonrenewal and file a copy with the Assessor in Santa Clara County. Attached please find a copy of the original contracts with a map of the location of the site. The City Clerk will record and file the Notice of Nonrenewal for this property, to be effective January 1, 2009.

Ordinance No. 2663 requires an annual report to the Council on all land conservation contracts and to advise the City Council of their right to issue a Notice of Nonrenewal for any contract. The Department of Planning and Community Environment has provided the attached list of Williamson Act contracts. The City presently has 24 Williamson Act contracts. This list will be filed in the City Clerk’s Office.

On January 1st of each year the contracts are automatically extended for another year, unless the landowner or the City has sent a valid Notice of Nonrenewal. The City must receive a landowner’s Notice of Nonrenewal by September 30th of each year.

CITY CLERK APPROVAL:

[Signature]
DONNA J. GRIDER, MMC
CITY CLERK

ATTACHMENTS:
Letter from Midpeninsula Regional Open Space District
Copy of Original Contracts for Parcels Noticed for Non Renewal
List of Williamson Act Properties
Ordinance No. 2663

Please Note: Due to the volume of paper involved with the attachments and the efforts of the City Clerk Department to conserve the amount of paper in the packet, the attachments can be viewed either online attached to the agenda or in the libraries or in the City Clerk Department.
December 13, 2007

Ms. Donna Rogers
City Clerk, City of Palo Alto
250 Hamilton Avenue, 7th Floor
Palo Alto, CA 94301

Subject: Nonrenewal of Williamson Act Contracts

Dear Ms. Rogers:

Over the years, the Midpeninsula Regional Open Space District (District) has purchased several properties restricted by land conservation contracts with the City of Palo Alto pursuant to the California Land Conservation Act of 1965 (Government Code § 51200 to 51297), also known as the Williamson Act. Under the Paragraph 4 of the contract and state law (Government Code § 51245), if the landowner desires in any year not to renew a Williamson Act contract, the landowner must file written notice of nonrenewal with the City Clerk. At their December 12, 2007 meeting, the District Board of Directors adopted a resolution (copy attached) authorizing the General Manager to file a notice of nonrenewal for District land currently covered by Williamson Act Contracts with the City of Palo Alto, and determined that this action is categorically exempt from the California Environmental Quality Act.

Accordingly, the District hereby transmits this notice of nonrenewal for the parcels, or portions of parcels, of land owned by the District currently subject to Williamson Act Contracts as set out on Attachment 1, a copy of which is attached hereto and incorporated by this reference. Since the County numbers are not indicated on certain contracts, we have listed the city resolution number as an alternate reference. Please provide us with a recorded copy or copies of this nonrenewal notice.

Since the annual renewal date of all contracts is January 1, it is our understanding that given the date of this nonrenewal request (being after the October 1, 2007 deadline), the scheduled annual renewal will occur as usual on January 1, 2008, and the Williamson Act contracts will terminate ten years later (January 1, 2018). Feel free to contact Sandy Sommer, Senior Real Property Planner, if you require further information to process this notice.

Sincerely,

L. Craig Britton
General Manager
LCB/sgs

cc: Bob Blanford, California Department of Conservation, Land Protection Division

Attachment 1: Table of District Williamson Act Contracts with the City of Palo Alto
Attachment 2: Resolution 07-37
<table>
<thead>
<tr>
<th>Current APN</th>
<th>Preserve</th>
<th>Grantor to MROSD</th>
<th>APN at Time of Purchase by MROSD</th>
<th>Resolution No.</th>
<th>County Contract No.</th>
<th>Contract Date</th>
<th>Contract Name</th>
<th>Acreage</th>
<th>Renewal Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>351-04-031 (portion)</td>
<td>Foothills</td>
<td>Aine</td>
<td>351-04-022</td>
<td>5657</td>
<td>--</td>
<td>2/27/1979</td>
<td>Aine</td>
<td>10.00</td>
<td>January 1</td>
</tr>
<tr>
<td>351-04-031 (portion)</td>
<td>Foothills</td>
<td>DeRijke</td>
<td>351-04-013</td>
<td>5658</td>
<td>--</td>
<td>2/27/1979</td>
<td>DeRijke</td>
<td>10.00</td>
<td>January 1</td>
</tr>
<tr>
<td>351-06-017</td>
<td>Monte Bello</td>
<td>Grainger</td>
<td>same</td>
<td>4708</td>
<td>--</td>
<td>2/28/1973</td>
<td>Smith, Darlene</td>
<td>20.73</td>
<td>January 1</td>
</tr>
<tr>
<td>351-12-043</td>
<td>Monte Bello</td>
<td>Smith, William</td>
<td>same</td>
<td>4706</td>
<td>--</td>
<td>2/28/1973</td>
<td>Smith, William</td>
<td>8.72</td>
<td>January 1</td>
</tr>
<tr>
<td>351-25-014</td>
<td>Monte Bello</td>
<td>Swanson</td>
<td>same</td>
<td>5067</td>
<td>75.911</td>
<td>2/26/1975</td>
<td>Likens, R. et al.</td>
<td>10.72</td>
<td>January 1</td>
</tr>
</tbody>
</table>

**TOTAL ACRES** 60.17
RESOLUTION NO. 07-37

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT PURSUANT TO GOVERNMENT CODE SECTION 51245 APPROVING THE FILING OF NOTICES OF NONRENEWAL OF WILLIAMSON ACT CONTRACTS PERTAINING TO DISTRICT LANDS IN THE CITY OF PALO ALTO

WHEREAS, the Midpeninsula Regional Open Space District ("District") owns various parcels of land within incorporated limits of the City of Palo Alto, all or portions of which are subject to Land Conservation Contracts under the California Land Conservation Act of 1965 known as the Williamson Act; and

WHEREAS, the mission of the District includes preservation of open space and agricultural lands in perpetuity so that acquisition of such contracted lands accomplishes the purposes of the Williamson Act; and

WHEREAS, the procedures established by the City of Palo Alto for administering such contracts serve no useful purpose when land is owned by a park or open space agency preserving such lands' open space and agricultural resources, yet such procedures can impose a procedural and financial burden on the District's ability to efficiently carry out its operations; and

WHEREAS, the benefits of reduced property tax in exchange for such land preservation is no longer relevant once the District has acquired such lands as the District is exempt from property tax in most situations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby:

2. Authorizes the General Manager of the District, pursuant to Government Code Section 51245, to file notices of nonrenewal with the City Council of Palo Alto for the parcels, or portions of parcels, of lands owned by the District currently subject to Land Conservation Contracts as set out on Attachment One, a copy of which is attached hereto and incorporated by this reference; and

2. Authorizes the General Manager as agent of the District to execute and submit all documents and take such actions as may be necessary or convenient to accomplish the purpose of this Resolution, or to comply with the requirements of the Palo Alto Ordinance Code or the State Williamson Act, in order to accomplish the nonrenewal of the contracts set out in Attachment One.
RESOLUTION NO. 07-37

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on December 12, 2007 at a Regular and Special Meeting thereof, by the following vote:

AYES:  Jed Cyr, Mary Davey, Nonette Hanko, Larry Hassett, Curt Riffle, Ken Nitz, Pete Siemens

NOES:  None

ABSTAIN: None

ABSENT: None

ATTEST:  

[Signature]
Mary Davey
Secretary
Board of Directors

APPROVED:

[Signature]
President
Board of Directors

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

[Signature]
District Clerk
RESOLUTION NO. 5657

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO
ESTABLISHING AN AGRICULTURAL PRESERVE WITHIN THE
CITY OF PALO ALTO AND AUTHORIZING THE EXECUTION OF
A LAND CONSERVATION CONTRACT (HARRY E. AINE) OFF
UPPER PAGE MILL ROAD

WHEREAS, HARRY E. AINE is the owner of a certain parcel of land in
the City of Palo Alto, Santa Clara County, California; has applied to
have such land designated an agricultural preserve under the provisions
of the Land Conservation Act of 1965; and has submitted a contract ex-
cuted by him, as owner, acceptable to the City Council; and

WHEREAS, the City Council has received and reviewed the report of
the Director of Planning and Community Environment concerning the re-
quest to establish this preserve; hereby finds that the establishment of
this preserve is consistent with the Comprehensive Plan of the City
of Palo Alto; and further finds that the establishment of this preserve
(which includes an area of approximately ten acres) is necessary due to
the characteristics of the agricultural enterprises in the area and that
the establishment of a preserve of such size is consistent with the
Comprehensive Plan of the City of Palo Alto for the following reasons:

1. Historically, agricultural and rural-operations in the area
have been conducted on comparatively small holdings, and an
imposition of a 100-acre size on agricultural preserves
would unreasonably prevent the maintenance of land in an
agricultural or rural status; and

2. The terrain is such that the appearance and substance of an
agricultural or rural environment would be maintained on
parcels of less than 100 acres;

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE
as follows:

SECTION 1. A Land Conservation Contract, a copy of which is
attached hereeto, is incorporated by reference herein, as though fully
set forth. Said contract hereby is approved, and the Mayor is au-
thorized and directed to execute said contract on behalf of the City.

SECTION 2. The area described in said contract and as shown on
the map attached to said contract hereby is designated and established
as an agricultural preserve under the provisions of the California
Land Conservation Act of 1965 ("Williamson Act"), adopted by the City
Council.

SECTION 3. The City Clerk is directed to perform any act neces-
sary for the attestation of said contract, the filing of a copy of this
resolution and of said contract in the Office of the County Recorder of
the County of Santa Clara, and such other filings and acts as are re-
quired by law.

SECTION 4. The Council finds that this project is categorically
exempt from environmental assessment under Class 17, CEQA.

INTRODUCED AND PASSED: February 20, 1979

AYES: Brenner, Carey, Clay, Eyerly, Fazzino, Fletcher, Henderson, Sher, Witherspoon

NO FEE FOR RECORDATION PER GOVT. CODE SECTION 6103
NOES: None
ABSTENTIONS: None
ABSENT: None
ATTEST: Sr. Assistant City Attorney
CITY OF
APPROVED:

Mayor

City Manager

Kenneth J. Sheehan
Director of Planning and Community Environment

PROPERTY DESCRIPTION APPROVED:

Department of Public Works, Engineering
This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and HARRY E. AINE, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51201) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2643 including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution; and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured
commencing as of the first day of January next succeeding the date of execution if the date of execution is between March 2, and December 31. The initial term of ten years shall be measured commencing as of the first day of January of the year of execution if the date of execution is between January 1 and March 1. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, the successors in interest of the Owners. Whenever any of the property described in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall not be imputed to the owners of the remaining parcels and shall have no effect on this contract as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

8 NOTICES.

All notices required or permitted by this contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
Notice to Owner shall be addressed:

Name: HARRY E. AINE
Address: 2 PALO ALTO SQUARE
City and State: PALO ALTO, CA

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on Dec. 29, 1978 and by City on Feb. 27, 1979.

CITY OF PALO ALTO, a municipal corporation,

By: Mayor

And: City Manager

[Signature]

OWNER

[Signature]

On this the 29th day of DECEMBER 1978, before me, SHIRLEY J. POITRAS the undersigned Notary Public, personally appeared

HARRY E. AINE

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
COMPATIBLE USES

A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works; improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land within an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(o); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District," provisions of the zoning ordinance of the City.
ADDENDUM TO PROPOSAL TO ESTABLISH
AN AGRICULTURAL PRESERVE AND/OR
APPLICATION FOR LAND CONSERVATION
CONTRACT FOR INCLUSION OF LAND IN
AN AGRICULTURAL PRESERVE IN THE
CITY OF PALO ALTO

Applicant, HARRY E. AINE, hereby acknowledges that the subject property is a portion of a larger contiguous parcel of property totaling approximately thirty acres, which has not received subdivision approval from the City of Palo Alto. This proposal relating to a portion of that parcel of land shall not be deemed a subdivision of the larger parcel nor evidence nor acknowledgment by the City of Palo Alto of any prior lawful subdivision of the parcel. It is also hereby acknowledged that concurrent herewith Johan E. de Rijke and Ruiberdine De Rijke have submitted a similar proposal for a parcel of land also a portion of that larger parcel, and that the fact that separate proposals have been submitted for those two parcels shall not be deemed a subdivision of any property nor evidence nor acknowledgment by the City of Palo Alto of any prior lawful subdivision of the parcel.

IN WITNESS WHEREOF the parties hereto have caused this addendum to be executed this 27th day of January, 1979.

ATTEST:  

CITY OF PALO ALTO, a municipal corporation,

BY Mayor

City Manager

Senior Assistant City Attorney

HARRY E. AINE, Owner
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 15th day of February, 1979, before me, a Notary Public
in and for said County and State, personally appeared HARRY E. AINE,
known to me to be the person whose name is subscribed to the
within instrument and acknowledged that he executed the same for the
purposes therein contained.

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 Seal]

[Signature]
Notary Public in and for said County and State

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 27th day of February, 1979, before me,
a Notary Public in and for said County and State, personally appeared
SCOTT T. CAREY, known to me to be the Mayor of the City of Palo Alto, the
municipal corporation that executed the within instrument on behalf of
said municipal corporation and acknowledged to me that said municipal
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.

[Notary Seal]

[Signature]
Notary Public in and for said County and State
(1) The North one-half of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 10, Township 7 south, Range 3 West, M.D.B. & M.

(2) The North one-half of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 10, Township 7 south, Range 3 West, M.D.B. & M.

(3) The North one-half of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 10, Township 7 south, Range 3 West, M.D.B. & M.

(4) The North one-half of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 10, Township 7 south, Range 3 West, M.D.B. & M.

(5) The North one-half of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 10, Township 7 south, Range 3 West, M.D.B. & M.
RESOLUTION NO. 5658

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO
ESTABLISHING AN AGRICULTURAL PRESERVE WITHIN THE
CITY OF PALO ALTO AND AUTHORIZING THE EXECUTION OF
A LAND CONSERVATION CONTRACT (JOHAN E. DE RIJKE
AND HUIBERDINE DE RIJKE) - OFF UPPER PAGE MILL ROAD

WHEREAS, JOHAN E. DE RIJKE AND HUIBERDINE DE RIJKE are owners of
a certain parcel of land in the City of Palo Alto, Santa Clara County,
California; have applied to have such land designated an agricultural
preserve under the provisions of the Land Conservation Act of 1965;
and have submitted a contract executed by them, as owners, acceptable
to the City Council; and

WHEREAS, the City Council has received and reviewed the report of
the Director of Planning and Community Environment concerning the re-
quest to establish this preserve; hereby finds that the establishment
of this preserve is consistent with the Comprehensive Plan of the City
of Palo Alto; and further finds that the establishment of this preserve
(which includes an area of approximately ten acres) is necessary due to
the characteristics of the agricultural enterprises in the area and
that the establishment of a preserve of such size is consistent with
the Comprehensive Plan of the City of Palo Alto for the following rea-
sons:

1. Historically, agricultural and rural operations in the area
   have been conducted on comparatively small holdings, and an
   imposition of a 100-acre size on agricultural preserves
   would unreasonably prevent the maintenance of land in an
   agricultural or rural status; and

2. The terrain is such that the appearance and substance of an
   agricultural or rural environment would be maintained on
   parcels of less than 100 acres;

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE
as follows:

SECTION 1. A Land Conservation Contract, a copy of which is
attached hereto, is incorporated by reference herein, as though fully
set forth. Said contract hereby is approved, and the Mayor is autho-
rized and directed to execute said contract on behalf of the City.

SECTION 2. The area described in said contract and as shown on
the map attached to said contract hereby is designated and established
as an agricultural preserve under the provisions of the California Land
Conservation Act of 1965 ("Williamson Act"), adopted by the City
Council.

SECTION 3. The City Clerk is directed to perform any act necessary
for the attestation of said contract, the filing of a copy of this reso-
lution and of said contract in the Office of the County Recorder of
the County of Santa Clara, and such other filings and acts as are re-
quired by law.

SECTION 4. The Council finds that this project is categorically
exempt from environmental assessment under Class 17, CEQA.

INTRODUCED AND PASSED: February 20, 1979

NO FEE FOR RECORDATION PER GOVT. CODE SECTION 6103
AYES:  Brenner, Carey, Clay, Eyerly, Fazzino, Fletcher, Henderson, Sher, Witherspoon
NOES:  None
ABSTENTIONS: None
ABSENT: None
ATTEST:  

City Clerk

APPROVED AS TO FORM:

St. Assistant City Attorney

PROPERTY DESCRIPTION APPROVED:

Department of Public Works/Engineering

APPROVED:

Mayor

City Manager

Director of Planning and Community Environment

E 308-88-180
UNIFORM LAND CONSERVATION CONTRACT

This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and Johan E. De Rijke and Haiberdine De Rijke, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2819, including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution; and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may, from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured...
commencing as of the first day of January next succeeding the date of execution if the date of execution is between March 2, and December 31. The initial term of ten years shall be measured commencing as of the first day of January of the year of execution if the date of execution is between January 1 and March 1. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, the successors in interest of the Owner. Whenever any of the property described in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall not be imputed to the owners of the remaining parcels and shall have no effect on this contract as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

8 NOTICES.

All notices required or permitted by this contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
Notice to Owner shall be addressed:

Name: Johan E. de Rijke and Huiberdina de Rijke
Address 19782 Bixby Drive,
City and State Cupertino, CA 95014

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on Dec. 29, 1978, and by City on Feb. 22, 1979.

CITY OF PALO ALTO, a municipal corporation,

By
Mayor

And
City Manager

[Signatures]

OWNER

[Signature]

[Stamp: City Clerk]

[Stamp: Approved as to form]

[Stamp: City Attorney]

State of CALIFORNIA

County of SANTA CLARA

On this the 29th day of DECEMBER 1978, before me, Shirely J. Poitras, the undersigned Notary Public, personally appeared

Johan E. de Rijke
Huiberdina E. de Rijke

Known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Shirely J. Poitras
COMPATIBLE USES

A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works; improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land within an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(o); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District," provisions of the zoning ordinance of the City.
ADDENDUM TO PROPOSAL TO ESTABLISH
AN AGRICULTURAL PRESERVE AND/OR
APPLICATION FOR LAND CONSERVATION
CONTRACT FOR INCLUSION OF LAND IN
AN AGRICULTURAL PRESERVE IN THE
CITY OF PALO ALTO

Applicants, JOHAN E. De RIJKE and HUIBERDINE De RIJKE, hereby
acknowledge that the subject property is a portion of a larger con-
tiguous parcel of property totaling approximately thirty acres,
which has not received subdivision approval from the City of Palo
Alto. This proposal relating to a portion of that parcel of land
shall not be deemed a subdivision of the larger parcel nor evidence
nor acknowledgment by the City of Palo Alto of any prior lawful sub-
division of the parcel. It is also hereby acknowledged that con-
current herewith HARRY E. AINE has submitted a similar proposal for
a parcel of land also a portion of that larger parcel, and that the
fact that separate proposals have been submitted for those two par-
cels shall not be deemed a subdivision of any property nor evidence
nor acknowledgment by the City of Palo Alto of any prior lawful sub-
division of the parcel.

IN WITNESS WHEREOF the parties hereto have caused this addendum
to be executed this 27th day of FEBRUARY, 1979.

ATTEST:  CITY OF PALO ALTO, a municipal
corporation,

CITY CHAIRMAN

Mayor

APPROVED AS TO FORM:

City Manager

Sr. Assistant City Attorney

JOHAN E. De RIJKE, Owner

HUIBERDINE De RIJKE
STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA  

On this 15th day of February, 1979, before me, a Notary Public in and for said County and State, personally appeared JOSHAN E. DE RIJKE and RUHBERDE A. DE RIJKE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

[Signature]
Notary Public in and for said County and State

---

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA  

On this 22nd day of February, 1979, before me, a Notary Public in and for said County and State, personally appeared SCOTT T. CAREY, known to me to be the Mayor of the City of Palo Alto, the municipal corporation that executed the within instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

[Signature]
Notary Public in and for said County and State
351-4-13

The South half of the North half of the Northeast quarter of the southeast quarter (Sl/2 of the Nl/2 of the NE1/4 of the SE1/4) of Section 10, Township 7 South, Range 3 West, M.D.B. & M., according to the Official Maps thereof approved on April 26, 1867 and September 24, 1919 on file in the Office of the Federal Bureau of Land Management.

351-4-13

The South half of the North half of the Northeast quarter of the southeast quarter (Sl/2 of the Nl/2 of the NE1/4 of the SE1/4) of Section 10, Township 7 South, Range 3 West, M.D.B. & M., according to the Official Maps thereof approved on April 26, 1867 and September 24, 1919 on file in the Office of the Federal Bureau of Land Management.

351-4-13

The South half of the North half of the Northeast quarter of the southeast quarter (Sl/2 of the Nl/2 of the NE1/4 of the SE1/4) of Section 10, Township 7 South, Range 3 West, M.D.B. & M., according to the Official Maps thereof approved on April 26, 1867 and September 24, 1919 on file in the Office of the Federal Bureau of Land Management.

351-4-13

The South half of the North half of the Northeast quarter of the southeast quarter (Sl/2 of the Nl/2 of the NE1/4 of the SE1/4) of Section 10, Township 7 South, Range 3 West, M.D.B. & M., according to the Official Maps thereof approved on April 26, 1867 and September 24, 1919 on file in the Office of the Federal Bureau of Land Management.
RESOLUTION NO. 4708

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO
ESTABLISHING AN AGRICULTURAL PRESERVE WITHIN THE CITY
OF PALO ALTO AND AUTHORIZING THE EXECUTION OF LAND
CONSERVATION CONTRACT (DARLENE DAWN SMITH)

WHEREAS, Darlene Dawn Smith is the owner of land in the City of Palo Alto, Santa Clara County, California, and has applied to have such land designated as an agricultural preserve under the provisions of the Land Conservation Act of 1965, and has submitted a contract executed by her, as owner, acceptable to the City Council; and

WHEREAS, the City Council has received and reviewed the report of the Director of Planning concerning the request to establish this preserve and hereby finds that the establishment of this preserve is consistent with the General Plan of the City of Palo Alto, and further finds that the establishment of this preserve (which includes an area of approximately 20.73 acres) is necessary due to the characteristics of the agricultural enterprises in the area and that the establishment of a preserve of such size is consistent with the General Plan of the City of Palo Alto, for the following reasons:

1. Historically, agricultural and rural operations in the area have been conducted on comparatively small holdings and an imposition of 100 acre size on agricultural preserves would unreasonably prevent the maintenance of land in an agricultural or rural status.

2. The terrain is such that the appearance and substance of an agricultural or rural environment would be maintained on parcels of less than 100 acres.

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE as follows:

SECTION 1. The area described in the attached EXHIBIT "A" is hereby designated and established as an agricultural preserve under the provisions of the California Land Conservation Act of 1965 ("Williams Act"), subject to the policies and rules heretofore and hereafter adopted by the City Council.

SECTION 2. The Land Conservation Contract, a copy of which is attached hereto, is approved and the Mayor is authorized and directed to execute the contract on behalf of the City.

SECTION 3. The City Clerk is directed to perform any act necessary for the attestation of the contract and the filing of a copy of this resolution and of the contract in the Office of the County Recorder of the County of Santa Clara and such other filings

No. 4461237, Official Records
of Santa Clara County, Calif.
and acts as are required by law.


NOES: None.

ABSENT: None.

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED:

[Signature]
City Manager

APPROVED:

[Signature]
Director of Planning

CO: See Contract # 3506
Assessor # Parcel #: 351-06-07
LEGAL DESCRIPTION

The real property referred to is described as:

That parcel of land partly within the County of San Mateo and partly within the County of Santa Clara, State of California, described as follows:

Commencing at a point on the property line common to the lands now or formerly owned by Hugh Lambert Ross and the land now or formerly owned by Donberger, which point bears Northwesterly along said common line 297 feet from a post marked "D-4", said point lying on the centerline of Skyline Boulevard (100 feet wide) at Engineer's Station "L" 39+51.00 point on tangent of the Department of Public Works survey for the State Highway between Alpine Road and Saratoga Gap, Road No. S-CL-05-55, as described in that Certain Grant Deed from Edwin F. and Barbara R. Alberts to the State of California, as filed in Volume 825 of Official Records of San Mateo County, Page 119; thence from said point of commencement along said property line common to the lands of Ross and Donberger North 54° 22' 20" East 55.05 feet to a point on the Northwesterly line of said Skyline Boulevard, said point being the true point of beginning of the parcel to be described:

Thence from said true point of beginning along said Northwesterly line of Skyline Boulevard South 60° 23' 30" East 731.75 feet; thence leaving said Northwesterly line of Skyline Boulevard North 30° 00' 43" East 319.81 feet; thence North 31° 51' 28" East 1347.78 feet; thence North 62° 43' 40" West 375 feet; thence North 27° 16' 20" East 305.45 feet to a point on the centerline of Stevens Creek; thence along the centerline of Stevens Creek; the following courses and distances; North 24° 50' 40" West 97.75 feet; South 4° 55' 00" West 80.38 feet; South 49° 58' 00" West 37.60 feet and North 41° 45' 00" West 153.43 feet to the Northwest corner of that certain 182.64 acre tract described as Parcel 1 in the deed to Charles S. Howard, recorded August 4, 1944, in Book 1212 of Official Records of Santa Clara County, Page 296; thence leaving the centerline of Stevens Creek and along the Northwesterly line of said 182.64 acre tract South 30° 00' 43" West 1566.40 feet to an iron pipe monument; thence continuing along said Northwesterly line South 51° 22' 30" West 423.51 feet to the True Point of beginning.

Containing 24.000 acres of land, more or less.
UNIFORM LAND CONSERVATION CONTRACT

This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and DARLENE DAVID SMITH, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2663, including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution; and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured
commencing as of the first day of January next succeeding the date of execution if the date of execution is between March 2, and December 31. The initial term of ten years shall be measured commencing as of the first day of January of the year of execution if the date of execution is between January 1 and March 1. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, the successors in interest of the Owner. Whenever any of the property described in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall not be imputed to the owners of the remaining parcels and shall have no effect on this contract as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

8. NOTICES.

All notices required or permitted by this contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
Notice to Owner shall be addressed: DARLENE DAWN SMITH

c/o Name: Adam von Dioszeghy, Esq.

Address P.O. 5216

City and State San Jose, California

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on December 15, 1972 and by City on February 28, 1973

CITY OF PALO ALTO, a municipal corporation,

By __________________________
Mayor

And __________________________
City Manager

______________________________
DARLENE DAWN SMITH

______________________________
OWNER

ATTEST:

______________________________
Ann J. Larson
City Clerk

APPROVED AS TO FORM:

______________________________
Peter J. Blinn
City Attorney

STATE OF CALIFORNIA,

Santa Clara County

On this 15th Day of December in the year one thousand nine hundred and 72 before me, Adam von Dioszeghy a Notary Public, State of California, duly commissioned and sworn, personally appeared

______________________________
DARLENE DAWN SMITH

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal to the above by me decreed.

______________________________
Notary Public, State of California

September 27, 1972
COMPATIBLE USES

A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works; improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land within an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(n); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(o); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District," provisions of the zoning ordinance of the City.
NOTES AND LEGEND
All distances and dimensions are shown in feet and decimals thereof.
• Indicates 3-dim pipe set.
• Indicates 6-in. iron stake found or as noted.
• Indicates 1½-in. stake set.
• Indicates 6 x 6 concrete monument found.
Kn. D. 18W. 2099.57 indicates deed course and distance.

BASIS OF BEARINGS
The bearing, 5.60° 22.30'E, of the centerline of State Highway Route 35,
(Skyline Blvd.) as described in the Deed from Edwin E. Albertsworthy, et al., to
the State of California dated November 25, 1930 and recorded January 28,
1931, in Book 22 of Official Records at page 119, San Mateo County Records,
and recorded February 1, 1931 in Book 21 of Official Records at page 339,
Santa Clara County Records, being rotated 5.00° 30'E to the bearing,
5.60° 22.30'E, was taken as the basis of bearings shown on this map.

RECORD OF SURVEY
OF A PORTION OF SECTION 15 AND 22, TOWNSHIP 7 SOUTH,
RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF PALO ALTO, SANTA CLARA COUNTY AND SAN MATEO COUNTY, CALIFORNIA.

SCALE: 1" = 200'

SEPTEMBER, 1966
LAWRENCE G. BRIAN AND CO.
CONSULTING CIVIL ENGINEERS
595 PRICE AVENUE, REDWOOD CITY, CALIFORNIA.
RESOLUTION NO. 4706

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO
ESTABLISHING AN AGRICULTURAL PRESERVE WITHIN THE CITY
OF PALO ALTO AND AUTHORIZING THE EXECUTION OF LAND
CONSERVATION CONTRACT (WILLIAM H. AND PATRICIA M. SMITH)

WHEREAS, William H. and Patricia M. Smith are owners of land in the City of Palo Alto, Santa Clara County, California, and have applied to have such land designated an agricultural preserve under the provisions of the Land Conservation Act of 1965, and have submitted a contract executed by them as owners acceptable to the City Council; and

WHEREAS, the City Council has received and reviewed the report of the Director of Planning concerning the request to establish this preserve and hereby finds that the establishment of this preserve is consistent with the General Plan of the City of Palo Alto, and further finds that the establishment of this preserve (which includes an area of approximately 8.722 acres) is necessary due to the characteristics of the agricultural enterprises in the area and that the establishment of a preserve of such size is consistent with the General Plan of the City of Palo Alto, for the following reasons:

1. Historically, agricultural and rural operations in the area have been conducted on comparatively small holdings and an imposition of 100 acre size on agricultural preserves would unreasonably prevent the maintenance of land in an agricultural or rural status.

2. The terrain is such that the appearance and substance of an agricultural or rural environment would be maintained on parcels of less than 100 acres.

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE as follows:

SECTION 1. The area described in the attached EXHIBIT "A" is hereby designated and established as an agricultural preserve under the provisions of the California Land Conservation Act of 1965 ("Williamson Act"), subject to the policies and rules heretofore and hereafter adopted by the City Council.

SECTION 2. The Land Conservation Contract, a copy of which is attached hereto, is approved and the Mayor is authorized and directed to execute the contract on behalf of the City.

SECTION 3. The City Clerk is directed to perform any act necessary for the attestation of the contract and the filing of a copy of this resolution and of the contract in the Office of the County Recorder of the County of Santa Clara and such other filings

No. 4461235, Official Records
of Santa Clara County, Calif.
and acts as are required by law.


NOES: None.

ABSENT: None.

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED:

[Signature]
City Manager

APPROVED:

[Signature]
Director of Planning

[Signature]
Mayor

THE PRESENT DOCUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL ON FILE IN THE MUNICIPAL COURT OF LC. CITY OF... DATED: [Signature]

Cc: Lee Contract File #3507
All that certain real
property situated in the County of Santa Clara and the
County of San Mateo, State of California, more particular,
described as follows:

COMMENCING at a granite monument at the
corner common to Sections 23, 24, 25 and 26,
Township 7 South, Range 3 West, Mount Diablo
base & Meridian; thence from said point of
commencement North $87^\circ 57' 50''$ West along the
line dividing said Section 23 and Section 26,
1,768.40 feet to a 1-1/2 inch iron pipe; thence
on the arc of a curve to the left (a radial
bearing from said 1-1/2 inch iron pipe bears
North $89^\circ 45' 11''$ West) with a radius of 1,400
feet, through a central angle of $20^\circ 15' 19''$
for an arc distance of 494.93 feet; thence
tangent to said last-mentioned curve North
$20^\circ 00' 30''$ West 724.74 feet; thence on the
arc of a tangent curve to the left with a
radius of 1,900 feet, through a central angle
of $7^\circ 38' 22''$ for an arc distance of 253.33
feet to the true point of beginning of the
parcel to be described;

THENCE FROM SAID TRUE POINT OF BEGINNING along
a line radial to said last-mentioned curve
South $62^\circ 21' 06''$ West 850.00 feet to a point
on the Northeasterly line of Skyline Boulevard
(being 100 feet wide); thence along said
Northeasterly line of Skyline Boulevard on the
arc of a curve to the left (from which said
last-mentioned course is radial) with a radius
of 1,650 feet, through a central angle of
$17^\circ 21' 47''$ for an arc distance of 315.20 feet;
thence leaving Skyline Boulevard on a line
radial to said last-mentioned curve North
$44^\circ 59' 21''$ East 850.00 feet; thence on the
arc of a curve to the right (from which said
last-mentioned course is radial) with a
radius of 1,900 feet, through a central
angle of $17^\circ 21' 47''$ for an arc length
of 575.76 feet to the true point of
beginning.

CONTAINING 8.722 acres of land, more or less.
UNIFORM LAND CONSERVATION CONTRACT

This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and William H. & Patricia M. Smith hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 3; Division 2; Title 3 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 214-3, including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution; and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and any renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured Count Assigned No. 73-907

County Assigned No. 73.907
commencing as of the first day of January next succeeding the date of execution if the date of execution is between March 2, and December 31. The initial term of ten years shall be measured commencing as of the first day of January of the year of execution if the date of execution is between January 1 and March 1. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, the successors in interest of the Owner. Whenever any of the property described in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall not be imputed to the owners of the remaining parcels and shall have no effect on this contract as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

8 NOTICES.

All notices required or permitted by this contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works; improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land within an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(o); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District," provisions of the zoning ordinance of the City.
All that certain real property situated in the County of Santa Clara and the County of San Mateo, State of California, more particularly described as follows:

COMMENCING at a granite monument at the corner common to Sections 23, 24, 25 and 26, Township 7 South, Range 3 West, Mount Diablo base & Meridian; thence from said point of commencement North 87° 57' 50" West along the line dividing said Section 23 and Section 26, 1,768.40 feet to a 1-1/2 inch iron pipe; thence on the arc of a curve to the left (a radial bearing from said 1-1/2 inch iron pipe bears North 89° 45' 11" West) with a radius of 1,400 feet, through a central angle of 20° 15' 19" for an arc distance of 494.93 feet; thence tangent to said last-mentioned curve North 20° 00' 30" West 724.74 feet; thence on the arc of a tangent curve to the left with a radius of 1,900 feet, through a central angle of 7° 38' 22" for an arc distance of 253.33 feet to the true point of beginning of the parcel to be described;

TENENTS FROM SAID TRUE POINT OF BEGINNING along a line radial to said last-mentioned curve South 62° 21' 08" West 850.00 feet to a point on the Northeasterly line of Skyline Boulevard (being 100 feet wide); thence along said Northeasterly line of Skyline Boulevard on the arc of a curve to the left (from which said last-mentioned course is radial) with a radius of 1,050 feet, through a central angle of 17° 21' 47" for an arc distance of 318.20 feet; thence leaving Skyline Boulevard on a line radial to said last-mentioned curve North 44° 59' 21" East 850.00 feet; thence on the arc of a curve to the right (from which said last-mentioned course is radial) with a radius of 1,900 feet, through a central angle of 17° 21' 47" for an arc length of 575.78 feet to the true point of beginning.

CONTAINING 8.722 acres of land, more or less.
RESOLUTION NO. 5067

RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO

ESTABLISHING AN AGRICULTURAL PRESERVE WITHIN THE

CITY OF PALO ALTO AND AUTHORIZING THE EXECUTION OF

LAND CONSERVATION CONTRACTS (LIKENS PROPERTY AND

HARRINGTON PROPERTY - PAGE MILL ROAD AND MONTEBELLO

ROAD)

WHEREAS, Thomas Harrington, Rodger G. Likens, and Bette J. Likens are the owners of contiguous land in the City of Palo Alto, Santa Clara County, California; have applied together to have such land designated an agricultural preserve under the provisions of the Land Conservation Act of 1965; and have submitted contracts executed by them, as owners, acceptable to the City Council; and

WHEREAS, the City Council has received and reviewed the report of the Director of Planning concerning the request to establish this preserve; hereby finds that the establishment of this preserve is consistent with the General Plan of the City of Palo Alto; and further finds that the establishment of this preserve (which includes an area of approximately 21,720 acres) is necessary due to the characteristics of the agricultural enterprises in the area and that the establishment of a preserve of such size is consistent with the General Plan of the City of Palo Alto for the following reasons:

1. Historically, agricultural and rural operations in the area have been conducted on comparatively small holdings, and an imposition of a 100-acre size on agricultural preserves would unreasonably prevent the maintenance of land in an agricultural or rural status; and

2. The terrain is such that the appearance and substance of an agricultural or rural environment would be maintained on parcels of less than 100 acres;

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE as follows:

SECTION 1. Two Land Conservation Contracts, copies of which are attached hereto and designated as EXHIBIT "A" and EXHIBIT "B", are incorporated by reference herein as though fully set forth. Said contracts hereby are approved, and the Mayor is authorized and directed to execute each contract on behalf of the City.

SECTION 2. The area described in the documents designated as EXHIBIT "B" to each of said contracts and as shown on the map attached hereto is designated and established as an agricultural preserve under the provisions of the California Land Conservation Act of 1965 ("Williamson Act"), subject to the policies and rules heretofore and hereafter adopted by the City Council.
SECTION 3. The City Clerk is directed to perform any act necessary for the attestation of said contracts, the filing of a copy of this resolution and of said contracts in the Office of the County Recorder of the County of Santa Clara, and such other filings and acts as are required by law.

SECTION 4. The Council finds that none of the provisions of this resolution will have a significant environmental impact.

INTRODUCED AND PASSED: February 24, 1975

AYES: Berwald, Clay, Comstock, Henderson, Pearson, Rosenbaum, Sher

NOES: None

ABSENT: Beahre, Norton

ATTEND: 

APPROVED:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

APPROVED:

City Manager

APPROVED:

Director of Planning

PROPERTY DESCRIPTION APPROVED:

Public Works Department
UNIFORM LAND CONSERVATION CONTRACT

This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and RODGER G. and BETTE J. LIKENS, his wife, as joint tenants, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2663 including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution; and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible use permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured
commencing as of the first day of January next succeeding the date of execution if the date of execution is between March 2, and December 31. The initial term of ten years shall be measured commencing as of the first day of January of the year of execution if the date of execution is between January 1 and March 1. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, the successors in interest of the Owner. Whenever any of the property described in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall not be imputed to the owners of the remaining parcels and shall have no effect on this contract as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

8. NOTICES.

All notices required or permitted by this contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
Notice to Owner shall be addressed:

Name: Rodger G. and Bette J. Likens
Address: 323 Kellogg Way
City and State: Santa Clara, California 95051

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 19, 1975 and by City on

CITY OF PALO ALTO, a municipal corporation,

By ____________________________
Mayor

And ____________________________
City Manager

______________________________
OWNER

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and alarm lines, structures, works, improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land with an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51203; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "D-S Open Space District," "F Flood Plain District," or "P-P Public Facilities District," provisions of the zoning ordinance of the City.
EXHIBIT "B"

Likens Property
Page Mill Road and Montebello Road
Assessor's Parcel No. 351-25-14

BEGINNING at the Southeasterly corner of that certain parcel of land conveyed to Harry J. Beyer, Jr., et al, by Deed recorded on June 20, 1963, in Book 6071 of Official Records, page 412; thence along the Southerly line of said parcel, North 89° 10' 07" West 1200.00 feet; thence leaving said Southerly line North 4° 00' 00" West 510.00 feet; thence South 79° 35' 45" East 881.96 feet to a point in the Easterly line of said lands; last said point lying on the arc of a 50 foot radius curve, the center of which lies North 10° 24' 15" East 50.00 feet from last said point; thence along said Easterly line the following courses and distances: Easterly along the arc of said 50 foot radius curve to the left, tangent to a line bearing South 79° 36' 44" East, through a central angle of 29° 22' 41" for an arc distance of 25.64 feet; thence North 71° 01' 34" East 50.28 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 80.00 feet, through a central angle of 88° 36' 55" for an arc distance of 123.73 feet to an iron pipe; thence South 20° 21' 31" East 41.75 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the left, having a radius of 205.00 feet, through a central angle of 25° 37' 10" for an arc distance of 91.66 feet to an iron pipe; thence South 45° 58' 42" East 45.30 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 185.00 feet, through a central angle of 22° 49' 15" for an arc distance of 73.69 feet to an iron pipe; thence South 23° 09' 26" East 141.68 feet to the point of beginning.

EXCEPTING THEREFROM any and all mineral rights of every kind and nature (including water) without the right of surface entry.
EXHIBIT "A"
COMPATIBLE USES

A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works, improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51295 of the Act to be compatible with or to enhance land with an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(c); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District," provisions of the zoning ordinance of the City.
UNIFORM LAND CONSERVATION CONTRACT

This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and THOMAS E. HARRINGTON, a single man, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2663, including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution: and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured
commencing as of the first day of January next succeeding the date of execution if the date of execution is between March 2 and December 31. The initial term of ten years shall be measured commencing as of the first day of January of the year of execution if the date of execution is between January 1 and March 1. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, the successors in interest of the Owner. Whenever any of the property described in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall not be imputed to the owners of the remaining parcels and shall have no effect on this contract as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

8. NOTICES.

All notices required or permitted by this contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
Notice to Owner shall be addressed:

Name: Thomas E. Harrington
Address: 2620 Emerson Street
City and State: Palo Alto, California 94306

IN WITNESS HEREOF the parties hereto have caused this contract to be executed: by Owner on February 19, 1975 and by City on ________________________.

CITY OF PALO ALTO, a municipal corporation,

By ________________________
Mayor

And ________________________
City Manager

________________________
OWNER

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Attorney
EXHIBIT "B"

Harrington Property
Page Mill Road and Montebello Road
Assessor's Parcel No. 351-25-13

A PORTION of the Northwest 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 7 South, Range 3 West, M.D.B. & M., and being more particularly described as follows:

BEGINNING at an iron pipe in the centerline of Page Mill Road (40.00 feet wide) on the North line of the South 1/2 of the Northeast 1/4 of said Section 15; thence along said North line, South 89° 10' 07" East 1041.62 feet to an iron pipe on the Easterly line of a private road (20.00 feet in width) known as Montebello Road; thence along said Easterly line with the following courses and distances: Southerly along the arc of a curve to the right, the tangent of which bears South 24° 32' 08" East having a radius of 170 feet through a central angle of 24° 57' 27" an arc distance of 74.05 feet to an iron pipe; thence South 0° 25' 19" West 193.74 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the left, having a radius of 440 feet, through a central angle of 11° 49' 15" an arc distance of 90.78 feet to an iron pipe at a point of compound curvature; thence along the arc of a compound curve to the left, having a radius of 50 feet, through a central angle of 97° 34' 30" an arc distance of 85.15 feet to an iron pipe; thence North 71° 01' 34" East 50.28 feet to an iron pipe at the beginning of a curve, thence along the arc of a curve to the right, having a radius of 80.00 feet, through a central angle of 88° 36' 55" an arc distance of 123.73 feet to an iron pipe; thence South 20° 21' 31" East 41.75 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 205.00 feet; through a central angle of 25° 37' 10" an arc distance of 91.66 feet to an iron pipe; thence South 45° 58' 41" East 45.38 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 185.00 feet, through a central angle of 22° 49' 15" an arc distance of 73.69 feet to an iron pipe; thence South 23° 09' 26" East 141.68 feet to an iron pipe; thence leaving said Easterly line of Montebello Road, North 89° 10' 07" West 1698.76 feet to an iron pipe in the centerline of said Page Mill Road; thence along said centerline with the following courses and distances: North 40° 21' 34" East 116.35 feet to a 3/4 inch iron pipe; North 20° 54' 34" East 179.86 feet to a 3/4 inch iron pipe; North 13° 34' 04" East 230.20 feet to a 3/4 inch iron pipe; and North 6° 54' 43" East 273.98 feet to the point of beginning.

EXCEPTING THEREFROM any and all mineral rights of every kind and nature (including water) without the right of surface entry.
ALSO EXCEPTING THEREFROM:

BEGINNING at the Southeasterly corner of that certain Parcel of land conveyed to Harry J. Beyer, Jr., et al, by Deed recorded on June 20, 1963, in Book 607 of Official Records, page 412; thence along the Southerly line of said parcel North 89° 10' 07" West 1200.00 feet; thence leaving said Southerly line North 4° 00' 00" West 510.00 feet; thence South 79° 35' 45" East 881.96 feet to a point in the Easterly line of said lands; last said point lying on the arc of a 50 foot radius curve, the center of which lies North 10° 24' 15" East 50.00 feet from last said point; thence along said Easterly line the following courses and distances: Easterly along the arc of said 50 foot radius curve to the left, tangent to a line bearing South 79° 36' 44" East, through a central angle of 29° 22' 41" for an arc distance of 25.64 feet; thence North 71° 01' 34" East 50.28 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 80.00 feet, through a central angle of 88° 36' 55" for an arc distance of 123.73 feet to an iron pipe; thence South 20° 21' 31" East 41.75 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the left having a radius of 205.00 feet, through a central angle of 25° 33' 10" for an arc distance of 91.66 feet to an iron pipe; thence South 45° 58' 41" East 45.38 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 185.00 feet, through a central angle of 22° 49' 15" for an arc distance of 73.69 feet to an iron pipe; thence South 23° 09' 26" East 141.68 feet to the point of beginning.

ALSO EXCEPTING THEREFROM:

BEGINNING at the Northwesterly corner of that certain 20.285 acre parcel of land as shown on that certain Record of Survey of a portion of the N. 1/2 of the S.E. 1/4 of the N.E. 1/4 of Section 15, T. 7S., R. 3 W., M.D.B. & W., a map of which was recorded on September 22, 1961, in Book 138 of Maps at page 17, Records of Santa Clara County, California, said point also being an iron pipe set in the center line of Page Mill Road (40 feet wide); thence S. 89° 10' 07" E. along the northerly line of said parcel 30.17 feet; thence S. 6° 54' 43" W. 278.91 feet; thence S. 13° 34' 04" W. 233.65 feet; thence S. 20° 54' 34" W. 186.93 feet; thence S. 40° 21' 34" W. 96.74 feet; thence N. 89° 10' 07" W. 38.99 feet to a point on the centerline of said Page Mill Road; thence along said centerline the following courses and distances; N. 40° 21' 34" E. 118.35 feet to a 3/4" iron pipe; N. 20° 54' 34" E. 179.86 feet to a 3/4" iron pipe; N. 13° 34' 04" E. 230.20 feet to a 3/4" iron pipe; and N. 6° 54' 43" E. 273.98 feet to the point of beginning, and being a portion of said Section 15.
RESOLUTION OF THE COUNCIL OF THE CITY OF PALO ALTO

ESTABLISHING AN AGRICULTURAL PRESERVE WITHIN THE CITY OF PALO ALTO AND AUTHORIZING THE EXECUTION OF LAND CONSERVATION CONTRACTS (LIKENS PROPERTY AND HARRINGTON PROPERTY - PAGE MILL ROAD AND MONTEBELLO ROAD)

WHEREAS, Thomas Harrington, Rodger G. Likens, and Bette J. Likens are the owners of contiguous land in the City of Palo Alto, Santa Clara County, California; have applied together to have such land designated an agricultural preserve under the provisions of the Land Conservation Act of 1965; and have submitted contracts executed by them, as owners, acceptable to the City Council; and

WHEREAS, the City Council has received and reviewed the report of the Director of Planning concerning the request to establish this preserve; hereby finds that the establishment of this preserve is consistent with the General Plan of the City of Palo Alto; and further finds that the establishment of this preserve (which includes an area of approximately 21.720 acres) is necessary due to the characteristics of the agricultural enterprises in the area and that the establishment of a preserve of such size is consistent with the General Plan of the City of Palo Alto for the following reasons:

1. Historically, agricultural and rural operations in the area have been conducted on comparatively small holdings, and an imposition of a 100-acre size on agricultural preserves would unreasonably prevent the maintenance of land in an agricultural or rural status; and

2. The terrain is such that the appearance and substance of an agricultural or rural environment would be maintained on parcels of less than 100 acres;

NOW, THEREFORE, the Council of the City of Palo Alto does RESOLVE as follows:

SECTION 1. Two Land Conservation Contracts, copies of which are attached hereto and designated as EXHIBIT "A" and EXHIBIT "B", are incorporated by reference herein as though fully set forth. Said contracts hereby are approved, and the Mayor is authorized and directed to execute each contract on behalf of the City.

SECTION 2. The area described in the documents designated as EXHIBIT "B" to each of said contracts and as shown on the map attached to each of said contracts hereby is designated and established as an agricultural preserve under the provisions of the California Land Conservation Act of 1965 ("Williamson Act"), subject to the policies and rules heretofore and hereafter adopted by the City Council.
SECTION 3. The City Clerk is directed to perform any act necessary for the attestation of said contracts, the filing of a copy of this resolution and of said contracts in the Office of the County Recorder of the County of Santa Clara, and such other filings and acts as are required by law.

SECTION 4. The Council finds that none of the provisions of this resolution will have a significant environmental impact.

INTRODUCED AND PASSED: February 24, 1975

AYES: Berwald, Clay, Comstock Henderson, Pearson, Rosenbaum, Sher

NOES: None

ABSENT: Beahrs, Norton

ATTEST:

______________________________
/Ann J. Tanner
City Clerk

APPROVED AS TO FORM:

______________________________
/Marilyn Morak Takara
Senior Assistant
City Attorney

APPROVED:

______________________________
/Jay C. Rounds for
City Manager

APPROVED:

______________________________
/Kenneth E. Schreiber for
Director of Planning

PROPERTY DESCRIPTION
APPROVED:

______________________________
/Bernard L. Pawloski
Public Works Department
This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and RODGER G. and BETTE J. LIKENS, his wife, as joint tenants, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2662, including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution; and that he has read and understands the provisions thereof.

2. **RESTRICTION ON USE OF PROPERTY.**

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. **TERM OF CONTRACT.**

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured

Santa Clara County
Land Conservation Contract No. 75.911.
commencing as of the first day of January next succeeding the date of execution if the date
of execution is between March 2, and December 31. The initial term of ten years shall be
measured commencing as of the first day of January of the year of execution if the date of
execution is between January 1 and March 1. Each succeeding first day of January shall be
deemed to be the annual renewal date of this contract. This contract shall be renewed on each
succeeding January 1 and one additional year shall be added automatically to the initial term
unless notice of nonrenewal is given as provided in paragraph 4.

4. 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 City at least 60 days prior to the renewal date, this contract
shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits
of 4(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.

5. NO COMPENSATION.

Owner shall not receive any payment from City 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 benefit to be derived therefrom.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall be binding upon, and inure to
the benefit of, the successors in interest of the Owner. Whenever any of the property described
in Exhibit B is divided, the owner of any parcel may exercise, independent of any other owner
of a portion of the divided 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 parcel created by the division of land described in Exhibit B shall
not be imputed to the owners of the remaining parcels and shall have no effect on this contract
as it applies to the remaining parcels of the divided property.

7. CANCELLATION.

This contract may be cancelled and a cancellation fee imposed pursuant to the applicable
provisions of the Act.

8. NOTICES.

All notices required or permitted by this contract, including notice of a change of address,
shall be in writing and given by personal delivery or sent by United States Mail addressed to
the party intended to be notified. Notice shall be deemed given as of the date of delivery in
person or as of the date when deposited in any post office or any post office box regularly
maintained by the United States Government.

Notice to the City shall be addressed:

City Clerk
City of Palo Alto
Civic Center
250 Hamilton Avenue
Palo Alto, California 94301
Notice to Owner shall be addressed:

Name: Rodger G. and Bette J. Likens
Address: 323 Kellogg Way
City and State: Santa Clara, California 95051

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 19, 1975 and by City on February 24, 1975.

CITY OF PALO ALTO, a municipal corporation,

By: s/ Byron D. Sher
Mayor

And s/ George Sipe
City Manager

OWNER

ATTEST:

s/ Ann J. Tanner
City Clerk

APPROVED AS TO FORM:

s/ Robert Booth
City Attorney

[Stamp] City of Palo Alto
2-26-75
A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works, improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT.

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land with an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreational use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice and hearing that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(a); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(c); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "F-F Public Facilities District," provisions of the zoning ordinance of the City.
EXHIBIT "B"

Likens Property
Page Mill Road and Montebello Road
Assessor’s Parcel No. 351-25-14

BEGINNING at the Southeasterly corner of that certain parcel of land conveyed to Harry J. Beyer, Jr., et al., by Deed recorded on June 20, 1963, in Book 6071 of Official Records, page 412; thence along the Southerly line of said parcel, North 89° 10’ 07” West 1200.00 feet; thence leaving said Southerly line North 4° 00’ 00” West 510.00 feet; thence South 79° 35’ 45” East 881.96 feet to a point in the Easterly line of said lands; last said point lying on the arc of a 50 foot radius curve, the center of which lies North 10° 24’ 15” East 50.00 feet from last said point; thence along said Easterly line the following courses and distances: Easterly along the arc of said 50 foot radius curve to the left, tangent to a line bearing South 79° 36’ 44” East, through a central angle of 29° 22’ 41” for an arc distance of 25.64 feet; thence North 71° 01’ 34” East 50.28 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 80.00 feet, through a central angle of 88° 36’ 55” for an arc distance of 123.73 feet to an iron pipe; thence South 20° 21’ 31” East 41.75 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the left, having a radius of 205.00 feet, through a central angle of 25° 37’ 10” for an arc distance of 91.66 feet to an iron pipe; thence South 45° 58’ 41” East 45.38 feet to an iron pipe at the beginning of a curve; thence along the arc of a curve to the right, having a radius of 185.00 feet, through a central angle of 22° 49’ 15” for an arc distance of 73.69 feet to an iron pipe; thence South 25° 09’ 26” East 141.68 feet to the point of beginning.

EXCEPTING THEREFROM any and all mineral rights of every kind and nature (including water) without the right of surface entry.
This is an agreement between the CITY OF PALO ALTO, a municipal corporation of the State of California, hereinafter called "City," and THOMAS E. HARTINGTON, a single man, hereinafter called "Owner."

WHEREAS, Owner possesses certain real property located within the City of Palo Alto, County of Santa Clara, State of California, which is presently devoted to agricultural use and is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the property is located in an agricultural preserve heretofore established by City; and

WHEREAS, both Owner and City desire to limit the use of the property to agricultural and compatible uses; and

WHEREAS, the parties have determined that the highest and best use for the property during the term of this contract, or any renewal thereof, shall be for agricultural and compatible uses.

NOW, THEREFORE, City and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 2, Title 4 of the Government Code, which is known as the California Land Conservation Act of 1965, hereinafter called "Act." This contract is subject to all of the provisions of the Act and City Ordinance No. 2663 including any amendments thereto which may hereafter be enacted. The provisions of the Act are incorporated herein by this reference. Owner declares that he has received from City a copy of the Act, as amended in 1971, relevant sections of the Revenue and Taxation Code, as amended in 1971, and Article XXVIII of the California Constitution, and that he has read and understands the provisions thereof.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit B shall not be used by Owner, or Owner's successors in interest, for any use other than those agricultural uses and compatible uses which are determined by the Council of the City of Palo Alto as the agricultural and compatible uses permitted in the preserve in which the land is located. A list of all such compatible uses is set forth in Exhibit A, attached hereto and by this reference incorporated herein. City, by uniform rule adopted by the City Council, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit B is located; provided, however, City may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to and shall not limit or supersede the planning and zoning powers of City.

3. TERM OF CONTRACT.

This contract shall become effective on the date of execution and shall remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured

Santa Clara County
Land Conservation Contract No. 75.912
## Properties enrolled in the Williamson Act 2007-2008

<table>
<thead>
<tr>
<th>Assessor Parcel #</th>
<th>Site Acreage</th>
<th>2007 Assessed Land Value</th>
<th>Property Owner</th>
<th>Land Classification</th>
</tr>
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<tbody>
<tr>
<td>1. 120-31-001</td>
<td>0.69</td>
<td>$8,492</td>
<td>Leland Stanford Jr., Univ Board of Trustees, PO Box 10250, Palo Alto, CA 94303</td>
<td>Prime</td>
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<td>2. 120-31-009</td>
<td>9.60</td>
<td>$118,153</td>
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<td>3. 182-33-014</td>
<td>13.27</td>
<td>$0⁴</td>
<td>City of Palo Alto, 1305 Middlefield Rd., Palo Alto, CA 94301</td>
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<td>4. 182-35-008</td>
<td>5.52</td>
<td>$45,735</td>
<td>Palo Alto Hills Golf &amp; Country Club, Inc., 3000 Alexis Drive, Palo Alto, CA 94304</td>
<td>Prime</td>
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<td>5. 182-35-035</td>
<td>120.06</td>
<td>$1,260,337</td>
<td>Palo Alto Hills Golf &amp; Country Club, Inc., 3000 Alexis Drive, Palo Alto, CA 94304</td>
<td>Prime</td>
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<td>6. 351-04-031</td>
<td>20.00 (portion)</td>
<td>$0⁴</td>
<td>Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA 94022</td>
<td>Non-Prime</td>
</tr>
<tr>
<td>7. 351-05-006</td>
<td>14.24 (13.24)¹</td>
<td>$72,606</td>
<td>Richard G. Geiger, Trustee, 714 E. Charleston Road, Palo Alto, CA 94303</td>
<td>Non-Prime</td>
</tr>
<tr>
<td>8. 351-05-024</td>
<td>8.75 (7.75)¹</td>
<td>$46,091</td>
<td>Judith A. Block, Trustee, 412 Webster St., Palo Alto, CA 94301</td>
<td>Non-Prime</td>
</tr>
<tr>
<td>9. 351-05-042</td>
<td>10.00 (9.00)¹</td>
<td>$350,581</td>
<td>David P. Lantzenheiser, Trustee, 3837 Page Mill Road, Los Altos, CA 94022</td>
<td>Non-Prime</td>
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<td>10. 351-05-043</td>
<td>20.00</td>
<td>$923</td>
<td>Richard Guhse, Trustee, 37 Barbars Ct., Hollister, CA 95023</td>
<td>Non-Prime</td>
</tr>
<tr>
<td>11. 351-05-044</td>
<td>6.11 (5.11)¹</td>
<td>$992,375</td>
<td>Arthur Michelson Trustee, 3492 Murdoch Court, Palo Alto, CA 94022</td>
<td>Non-Prime</td>
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<tr>
<td>12. 351-05-045</td>
<td>10.00 (9.00)¹</td>
<td>$223,370</td>
<td>Lawrence Markosian, 635 Wildwood Lane, Palo Alto, CA 94303</td>
<td>Non-Prime</td>
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</table>

1. one acre deducted from those properties in contract with homesites
2. notice of non-renewal filed on September 28, 1999
3. Letter of Notice of Non Renewal received December 13, 2007
4. Public Parcel – Tax Assessment Valuation cancelled
ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO
ADOPTING RULES GOVERNING THE ADMINISTRATION OF
AGRICULTURAL PRESERVES UNDER THE CALIFORNIA LAND
CONSERVATION ACT OF 1965, AS AMENDED, PRESCRIBING
THE PROCEDURE FOR INITIATING, FILING AND PROCESSING
REQUESTS TO ESTABLISH, DISESTABLISH, ENLARGE OR DIMINISH
THE SIZE OF AN AGRICULTURAL PRESERVE; AND DETERMINING AND
ENUMERATING THOSE USES WHICH ARE CONSIDERED COMPATIBLE
USES WITHIN CERTAIN DESIGNATED AGRICULTURAL PRESERVES

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. GENERAL. This ordinance sets forth the rules governing the administration of agricultural preserves in the City of Palo Alto and contracts entered into between landowners and the City of Palo Alto pursuant to Chapter 7 (commencing with Section 51200), Part 1, Division 1, Title 5 of the Government Code known as the California Land Conservation Act of 1965 or Williamson Act, hereinafter called "Act", and includes procedures for initiating, filing and processing requests to establish agricultural preserves. Except as they may be modified by this ordinance, all of the provisions of the Act shall remain applicable.

SECTION 2. METHODS OF ESTABLISHING AGRICULTURAL PRESERVES. Agricultural preserves shall be established by either of the following two methods: (1) A proposal, hereinafter called "proposal" initiated by the City Council or staff to establish one or more agricultural preserves defining the boundaries of those areas within which the City will be willing to enter into contracts pursuant to the Act and this ordinance after establishment of such preserve. (2) A proposal, hereinafter called "application" by an owner of land in the City, which is devoted to agricultural use, to establish an agricultural preserve not previously established pursuant to Subsection (1), the boundaries of which are coextensive with the boundaries of the land included in the landowner's application. Applications under Subsection (2) shall automatically be treated as a simultaneous application by the landowner for inclusion of his land within the agricultural preserve to be established upon approval of such application under the rules hereinafter set forth; provided, however, that if such application involves land contiguous to an agricultural preserve, such application may be treated as a simultaneous application by the landowner for an enlargement of the boundaries of such preserve and for inclusion of his land therein, or for establishment of a new preserve.

SECTION 3. PROPOSALS TO ESTABLISH, AND APPLICATION FOR INCLUSION IN AGRICULTURAL PRESERVE. Proposals to establish, and applications for the inclusion of land within an agricultural preserve may be filed with the City Clerk on forms provided by the City. An executed and acknowledged Land Conservation Contract, together with a property description, shall be filed with application. All owners of the land must sign the Contract. Only the "Uniform Land Conservation Contract," hereinafter called "contract" provided by the City shall be used.
A copy of said contract is attached hereto as Exhibit A and incorporated herein by reference. As a part of the application the owner shall also complete a property rental questionnaire on a form prepared by the Assessor of the County of Santa Clara and shall return the completed questionnaire to said Assessor.

If any land included in the application is not located within an "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District" of the City of Palo Alto, the application shall include a written request to the City Council to initiate a change of zone to either of those classifications. The application shall not be accepted absent such request.

No application shall be accepted for filing unless an application fee of $100.00 is paid at the time such application is filed; said fee shall be required to partially defray the City’s cost and expense of investigating, handling and processing.

SECTION 4. TIME FOR FILING PROPOSALS AND APPLICATIONS. Proposals to establish an agricultural preserve may be filed at any time. Applications to include land within an agricultural preserve on or before the 1st day of March of any year shall be filed no later than the fifteenth (15) day of December immediately preceding such year.

SECTION 5. REPORT OF PLANNING DEPARTMENT. The City Clerk shall transmit to the City Planning Department a copy of the completed proposal or application. Within thirty (30) days after its receipt thereof from the Clerk, or any extension of time granted by the City Council not to exceed an additional thirty (30) days, the Planning Department shall prepare and submit a report to the City Council showing the location, size, present uses, zoning and soil classification of the land included within the proposal or application. The report shall include a statement that the proposed agricultural preserve is consistent or inconsistent with the General Plan of the City, and may include such other information or recommendation as the Planning Department deems necessary or appropriate.

SECTION 6. PUBLIC HEARING. Upon receipt of the report from the Planning Department, or upon the failure of the Planning Department to submit such report within said thirty (30) days, or any extension thereof as hereinabove provided, the City Clerk shall set the proposal or application for public hearing. Notice of the hearing to establish an agricultural preserve and to consider the execution of a contract shall be given by publication pursuant to Government Code Section 6061 and by written notice to the landowner who filed the application. Said notice shall include a legal description, or the Assessor’s parcel number or numbers, of the land involved.

At the conclusion of the public hearing, the City Council shall determine whether or not to adopt a resolution to establish an agricultural preserve and/or to include the land within an agricultural preserve. The Council shall not establish an agricultural preserve unless it first finds it consistent with the General Plan. The City Council may decline to adopt a resolution to include land within an agricultural preserve if the County Assessor reports to the City Council that he has not received a completed property rental questionnaire from the owner of the land. If it adopts a resolution including land within an agricultural preserve, it may also authorize the execution of a contract restricting the land in an agricultural preserve to the agricultural and compatible uses determined appropriate to the agricultural preserve.
SECTION 7. LAND AREA. An agricultural preserve shall consist of no less than 100 acres; provided, that in order to meet this requirement two or more parcels may be combined if they are contiguous or if they are in common ownership; and provided, further, that an agricultural preserve may consist of less than 100 acres if the Council finds that a smaller preserve is necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of the preserve of less than 100 acres is consistent with the General Plan.

SECTION 8. RECORDING. The City Clerk shall file a map of the agricultural preserve, together with a copy of the resolution of the City Council establishing an agricultural preserve with the County Recorder and the Director of Agriculture. No later than twenty (20) days after the City enters into a contract, the City Clerk shall record with the County Recorder copies of the contract, which shall describe the land subject thereto, together with a reference to the map showing the location of the agricultural preserve in which the property lies.

SECTION 9. NOTICE OF NONRENEWAL OF CONTRACTS. The City Clerk shall report to the Council any valid notice of nonrenewal of a contract received from a landowner. The Clerk shall record the notice of nonrenewal and file a copy with the Assessor of Santa Clara County.

The City Clerk shall submit to the Council at least 80 days prior to the annual renewal date of each contract a request for a determination of the Council whether or not it desires to serve a notice of nonrenewal of a contract upon the landowner. If the notice of nonrenewal is adopted by the Council, the Clerk shall serve such notice upon the landowner, record it and file it with the County Assessor.

The provisions of paragraph 4 of the contract shall apply to renewals and nonrenewals.

SECTION 10. CANCELLATION OF CONTRACTS. Contracts may be cancelled and a cancellation fee imposed pursuant to the applicable provisions of the Act.

SECTION 11. COMPATIBLE USES. The following uses are hereby determined by the Council of the City of Palo Alto to be compatible with the use of land within agricultural preserves and subject to contract:

A. PUBLIC AND PUBLIC UTILITY USES.

(1) The construction, reconstruction, installation, re-installation, removal, alteration, repair, maintenance and use of: (i) public streets and street improvements; (ii) public water, storm and sanitary sewer, communication, transportation, traffic control and fire alarm lines, structures, works, improvements, systems and facilities; (iii) public uses, buildings, structures, improvements, parking areas, and their appurtenances.

(2) The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities, including radio, television or microwave antennas, transmitters and incidental facilities related thereto; unless the City Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.
B. IMPROVEMENTS DETERMINED COMPATIBLE BY THE ACT

The location or construction of the following types of improvements which have been determined by Government Code Section 51293 of the Act to be compatible with or to enhance land within an agricultural preserve:

(1) Public Works required for fish and wildlife enhancement and preservation.

(2) Improvements for the primary benefit of the land within the preserve.

C. "Agricultural use" (but excluding "recreation use" and "open space use") as defined in the California Land Conservation Act, Government Code Section 51201(b), and excluding the meaning ascribed thereto in Government Code Section 51205; unless the City Council finds after notice that such agricultural use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

D. "Recreational use" as defined in the California Land Conservation Act, Government Code Section 51201(n); unless the City Council finds after notice and hearing that such recreational use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

E. "Open space use" as defined in the California Land Conservation Act, Government Code Section 51201(o); unless the City Council finds after notice and hearing that such open space use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract.

F. Uses permitted by the regulations of the "O-S Open Space District," "F Flood Plain District," or "P-F Public Facilities District," provisions of the zoning ordinance of the City.

SECTION 12. PROCEDURE TO DISESTABLISH, ENLARGE OR DIMINISH. The same procedure required by this ordinance to establish an agricultural preserve shall be used to disestablish, or to enlarge or diminish its size.

SECTION 13. ZONING LAWS. Land within an agricultural preserve shall be devoted to agricultural, open space, and compatible uses as set forth herein. The authorization for such uses and contracts entered hereunder shall not be deemed to, nor shall it modify or take the place of any restrictions imposed upon the land, or any portion thereof, within the agricultural preserve by any zoning requirements. In no event may the uses permitted by contract be less restrictive than applicable existing zoning requirements; provided, however, that restrictions imposed by contracts may be more restrictive than zoning requirements.
SECTION 14. This ordinance shall become effective upon the expiration of thirty days from its passage.

INTRODUCED: July 10, 1972
PASSED: July 24, 1972
AYES: UNANIMOUS
NOES: NONE
ABSENT: BERWALD, NORTON

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED AS TO CONTENT:

[Signature]
Department of Planning and Community Development

APPROVED:

[Signature]
City Manager

APPROVED:

[Signature]
Mayor

CC: Attorney - 3
Planning Manager
Gen. File