

# Attachment D

DOC. NO. **4577**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL

096537 65 000000.00 REC  
096537 65 000000.00

FEB 6 1976

WILLIAM E. ZIMARIK  
COUNTY RECORDER

TIME 2:45 P.M.

RECORDS REQUESTED BY AND  
RECORDED RETURN TO:  
CO. CLERK

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

Mon day, January 26, 1976

PRESENT: Supervisors **M. E. Willeford, Kurt P. Kupper, Howard D. Mankins**  
ABSENT: **Richard J. Krejca, and Chairman Hans Heilmann**  
None

RESOLUTION NO. 76-81

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

The following Resolution is hereby offered and read:

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

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

**Angelo F. Mainini and Anna J. Mainini**

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

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

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

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

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

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

1. The Land Conservation Contract submitted by **Angelo F. Mainini**  
and **Anna J. Mainini**  
is hereby approved.

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

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

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

AYES: Supervisors Mankins, Kupper, Willeford, Krejsa, Chairman Heilmann

NOES: None

ABSENT: None

the foregoing Resolution is hereby adopted.

*James Heilmann*  
Chairman of the Board of Supervisors

ATTEST:

*Misbeth Wollan*  
Clerk of the Board of Supervisors

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PLANNING  
BAR: jm

WITNESSES, my hand and seal of said County of Supervisors this 22 day of January 1976  
MISBETH WOLLAN  
County Clerk  
By *Diane R. Madley*

ORIGINAL

LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT, made and entered into this 26 day of January, 1976, by and between Angelo F. <sup>Mainini</sup> ~~Maini~~ and Anna J. Mainini, hereinafter referred to as "OWNER", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

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

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

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of the Contract is deemed to be a determination that the highest and best use of the property during the term of this Contract

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or any renewal thereof is for agricultural uses and Owner agrees that the present zoning is the appropriate zoning for said premises, and

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

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

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

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

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of the State of California commencing with Section 51200), and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time which are incorporated herein by reference and made a part hereof. This Contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time which are incorporated herein by reference and made a part hereof.

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

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

The parties further recognize that the allowed uses thus may be changed from time to time by reason of such amendments. The subject property is currently zoned A-3-320-P. A copy of the Regulations for A-3 & P Districts, marked Exhibit "B", is attached hereto and incorporated herein to illustrate the uses presently allowed on subject property pursuant to this Contract.

4. As to that portion of the land described herein to be condemned in any condemnation action or acquired in lieu of eminent domain for a public improvement by a public agency or person, this Contract shall become null and void and not binding on the parties under the same circumstances under which a contract would become null and void and not binding on the parties under the provisions of Government Code Section 51295 which is incorporated herein and made a

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

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

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

7. The Assessor of the County of San Luis Obispo shall revalue the land to which the request for cancellation

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

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

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

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

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

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

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

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an action filed in the ~~Superior Court of the County~~ for the purpose of compelling compliance or restraining breach thereof.

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

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

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

17. Any transfer by Owner of any portion of the property which is the subject of this Contract shall be a violation of this Contract, if the portion transferred is smaller in size than the minimum lot size prescribed by the zoning on the property at the time of the transfer. Such a violation shall be subject to all the provisions of Paragraph 13 hereof; provided, however, that a transfer to an abutting property owner, which results in an addition to an already existing parcel of property, shall not be a violation of the provisions of this paragraph.

18. The within Contract shall be transferred and binding upon any succeeding County or City acquiring jurisdiction over the subject land, or any portion thereof, except as hereafter provided. On annexation by any City of any of the subject lands, such City shall succeed to all rights,

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duties and powers of County under this Contract, unless the land being annexed to such City was within one (1) mile of such City at the time of the execution of the within Contract and such City states its intention not to so succeed in its resolution of intention to annex. If such City does not exercise its option to succeed, the Contract shall be null and void as to the land actually being annexed on the date of annexation.

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

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

COUNTY OF SAN LUIS OBISPO

By: Hans Heilmann  
Chairman, Board of Supervisors

ATTEST:  
Musbeth Wollan  
Clerk of the Board of Supervisors

(S.F.A.L.)

TRUST DEED BENEFICIARIES OWNER  
and/or MORTGAGEES

Angela J. Marinari \_\_\_\_\_  
Anna J. Marinari \_\_\_\_\_

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

On this 5<sup>th</sup> day of February, 1976, before me, the undersigned Notary Public, personally appeared HANS HEILMANN and HUBERT WOLLAD, known to me to be the Chairman and Clerk, respectively, of the Board of Supervisors of the County of San Luis Obispo, State of California, and know to me to be the persons who executed the within instrument on behalf of the County of San Luis Obispo therein named, and acknowledged to me that such County of San Luis Obispo executed the same.

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



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

My Commission Expires

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

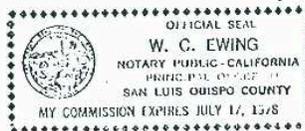
On this 19<sup>th</sup> day of January, 1976, before me, W. C. Ewing, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Angelo F. Mainini and Anna J. Mainini, known to me to be the person(s) whose name(s) (is) (are) subscribed to the within instrument, and acknowledged that (t)he(y) executed the same.

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

W. C. Ewing  
Notary Public in and for said  
County and State

(S F A L)

My Commission Expires



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EXHIBIT "A"

The Southwest quarter being Government Lots 1 and 2, the Southeast quarter being Government Lots 5 and 6; and Government Lots 3, 4, 7 and 8 of Section 35, in Township 28 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

Excepting from Government Lot 1 of said Section 35, all that portion thereof described as follows:

Beginning at a stake marked No. 3 at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 34, and running thence North  $65 \frac{1}{2}^{\circ}$  East, 38.38 chains to post marked S.5 in an old fence line; thence along said fence line South  $23^{\circ}$  East, 15.68 chains to a post marked S.6; South  $64^{\circ}$  East, 3.40 chains; South  $72 \frac{1}{2}^{\circ}$  East, 64 links to the South line of the South half of the Northeast quarter of said Section 34; thence leaving fence line and running South  $72 \frac{1}{2}^{\circ}$  East, 24.26 chains to post marked S.4 in West line of public road; thence crossing road North  $71 \frac{1}{2}^{\circ}$  East, 65 feet to stake marked S.3 in East line of said road; thence North  $77 \frac{1}{2}^{\circ}$  East, 30.85 chains to post marked S.1 in old fence on the South line of the Northwest quarter of said Section 35; thence North  $89 \frac{3}{4}^{\circ}$  West, along said line, 38.98 chains to the quarter Section corner on the line between said Sections 34 and 35; thence North along said line 20 chains; thence North  $89 \frac{3}{4}^{\circ}$  West, 60 chains; thence South 20 chains to point of beginning.

Also excepting from Government Lots 4, 7 and 8 in said Section 35 that portion thereof described as follows:

Beginning at the closing corner to Sections 35 and 36 in Township 28 South, Range 10 East, Mount Diablo Base and Meridian, and the Rancho Morro & Cayucos, and running thence North 38 links to line of old fence; thence following line of old fence North  $82^{\circ}$  West, 10 chains; thence North  $81 \frac{1}{4}^{\circ}$  West, 5 chains; thence North  $82^{\circ}$  West, 20 chains; thence North  $80 \frac{3}{4}^{\circ}$  West, 5 chains; thence North  $80 \frac{1}{2}^{\circ}$  West, 5 chains; thence North  $83 \frac{1}{2}^{\circ}$  West, 5 chains; thence North  $82^{\circ}$  West, 2.54 chains to stake S.1 in fence line; thence leaving fence line South  $70 \frac{3}{4}^{\circ}$  West, 1.18 chains to Stake S.2 in the line between Section 35 and said Rancho from which a stake C.K.2 in last named line bears North  $82^{\circ}$  West, 11.36 chains distant; thence on last named line South  $82^{\circ}$  East, 53.64 chains to the point of beginning.

Also excepting from Government Lots 1, 2, 3, 4 and 5 that portion condemned by the State of California, being a portion of Parcel 3A in Final Order of Condemnation, a certified copy of which was recorded May 15, 1959 in Book 1000 at Page 315 of Official Records.

Cayucos Agricultural Preserve No. 16  
01/19/76

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**EXHIBIT "B"**

Chapter 22.18

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

A-3 (UNRESTRICTED AGRICULTURAL) DISTRICTS

Sections:

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

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

22.18.020 Uses Permitted. Uses permitted shall be as follows:

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

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

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

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(6) Sanitary landfills, waste disposal areas and sewerage facilities:

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

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

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

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

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

22.18.060 Special Requirements.

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

22.76.010 - 22.76.040

Chapter 22.76

P (AGRICULTURAL PRESERVE) COMBINING DISTRICTS

Sections:

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

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

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

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

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

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

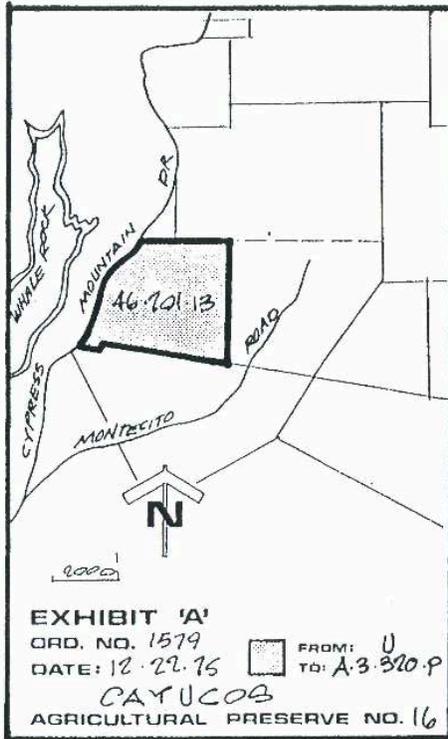


EXHIBIT 'A'  
 ORD. NO. 1579 FROM: U  
 DATE: 12-22-75 TO: A-3-320-P  
 CAYUCOS  
 AGRICULTURAL PRESERVE NO. 16

EXHIBIT A AGRICULTURAL PRESERVE  
 Cayucos Preserve No. 16  
 Resolution No. 75-765 Date 12/22/75  
 APZ751008:8

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END OF DOCUMENT

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