

Recorded in Official Records
County of Santa Barbara

JOSEPH E. HOLLAND
County Clerk-Recorder

DOC # 2023-0031764

Recording Requested by)
County of Santa Barbara)
_____)
When Recorded Return to the)
Clerk of the Board of Supervisors)
County of Santa Barbara)
105 East Anapamu Street)
Santa Barbara, California 93101)

10/24/2023 Titles: 1 Pages: 12
12:50 PM
SBC Fees: \$0.00
 Taxes: \$0.00
E18 CA SB2 Fee: \$0.00
 Total: \$0.00

FARMLAND SECURITY ZONE CONTRACT

Incorporating California Land Conservation Act of 1965 and

County of Santa Barbara Uniform Rules by Reference

22AGP-00000-00011

THIS LAND CONSERVATION CONTRACT is made by and between Matthew T. Roberts, hereinafter referred to as "OWNER," and the COUNTY OF SANTA BARBARA, 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 Santa Barbara, State of California, presently devoted to agricultural uses and uses compatible therewith, hereinafter referred to 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 the subject of an existing contract between OWNER and the COUNTY intended to limit the use of the property to agricultural production and compatible uses under the provisions of the California Land Conservation Act of 1965 (hereinafter "Land Conservation Act" or "the Williamson Act"), as amended, at Chapter 7 (commencing with Section 51200), Part I, Division I, Title 5 of the Government Code; and

WHEREAS, the legislature of the State of California has found and declared that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted legislation to encourage the creation of longer term voluntary enforceable restrictions within agricultural preserves by authorizing counties to establish Farmland Security Zones under Article 7 of the Williamson Act commencing with Section 51296; and

WHEREAS, OWNER desires to continue to limit the use of the property to agricultural and compatible uses for a period greater than is now required under the existing contract with the County and expressly requested THE SUBJECT PROPERTY be placed in a Farmland Security Zone; and

WHEREAS, the property meets one or all of the criteria specified in Government Code Section 51296.8 for Farmland Security Zone property;

WHEREAS, the parties hereto desire to create a Farmland Security Zone, consisting of THE SUBJECT PROPERTY, to be established by COUNTY by resolution and by this Contract, and to be designated as the Roberts Farmland Security Zone, Preserve Number 22AGP-00000-00011, Assessor Parcel Number 155-140-075, 53.45 acres; replacing a portion of (69-AP-038) with zoning of Agriculture I (AG-I-40) and AC Comprehensive Plan designation restrictions.

NOW, THEREFORE, both OWNER and COUNTY, in consideration of the mutual promises, covenants and conditions to which reference is made herein and substantial public benefits to be derived therefrom, do hereby agree as follows:

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- 1. Contract Made Pursuant to Land Conservation Act and County Uniform Rules, Which Are Incorporated Herein by Reference, Including Subsequent Amendments.** This Contract is entered into pursuant to Article 7 of the Williamson Act, “Farmland Security Zones” (commencing with Section 51296). THE SUBJECT PROPERTY is subject to all of the provisions and restrictions in the Williamson Act applicable to Farmland Security Zones, including any amendments thereto which may be enacted from time to time. This Contract is also entered into pursuant to the provisions of the Uniform Rules adopted by the Board of Supervisors of the COUNTY, which govern the administration of agricultural preserves, including, but not limited to, the land use restrictions and enumeration and definition of compatible uses therein contained. It is mutually agreed that the conditions and restrictions set forth in in the provisions of the Williamson Act applicable to Farmland Security Zones and in the Uniform Rules, including any future amendments thereto, are adopted and incorporated herein by reference, and all of the provisions of this Contract shall be subordinate thereto and construed in harmony therewith.
- 2. Rescission of Existing Williamson Act Contract.** The existing Williamson Act contract that applies to THE SUBJECT PROPERTY shall be rescinded on the effective date of this Contract as it applies exclusively to the property described in this Contract. If the existing Williamson Act contract includes properties that are not included as a part of this Farmland Security Zone contract, the Williamson Act contract shall remain in effect for those remaining properties. In the event this Contract is subsequently found by a court of competent jurisdiction to be void or unenforceable, the rescission of the previously existing Williamson Act contract shall become null and void ab initio.
- 3. Effective Date and Term.** This Contract shall be effective as of the first day of January, 2024 and shall remain in effect for a period of twenty (20) years from each succeeding January first. This Contract shall be automatically renewed on each succeeding January first and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and COUNTY’s Uniform Rules. If COUNTY or OWNER gives notice of intent in any year not to renew the

Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the last renewal of the Contract.

4. **Limitation on the Use of Land.** During the term of this Contract, the land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes, or other uses, determined by County to be compatible therewith. Agricultural and compatible uses are defined in the Uniform Rules, which may be amended from time to time. No structures shall be erected upon the land except such structures as may be directly related to and compatible with allowed uses hereunder. Such structures may require a permit.
5. **Consideration.** OWNER shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of any reduction in the assessed value of the property due to the imposition of the limitations on its use contained in this Contract.
6. **Contract Runs With the Land.** This Contract and the restrictions imposed hereunder shall run with THE SUBJECT PROPERTY and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of OWNER. Each owner who succeeds to ownership of the aforesaid property shall be obliged to execute an assumption of the Contract in order to perfect their rights under the Williamson Act.
7. **Cancellation.** This Contract may be cancelled only in accordance with the provisions of the Williamson Act (Government Code Sections 51280 et seq.) and the Uniform Rules.
8. **Enforcement.** It is mutually understood that County may bring any action in Court necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or injunction.
9. **Effect of Condemnation.** If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of

condemnation, the provisions of Government Code Section 51295, which are herein incorporated by reference, shall apply.

- 10. Separability and Incorporation by Reference.** If any provisions of the Land Conservation Act or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the provisions of this Contract which can be given effect without the invalid provisions, and to this end the provisions of this Contract are severable.
- 11. Valuation.** It is hereby agreed and understood by and between COUNTY and OWNER that the valuation of the County Assessor's office of OWNER's real property during the full effectiveness of this Contract shall be determined in accordance with Sections 421 et seq. of the Revenue and Taxation Code.
- 12. Owner to Furnish Information.** OWNER agrees to furnish COUNTY with such information as COUNTY shall require in order to enable it to determine the continuing eligibility of THE SUBJECT PROPERTY with respect to the terms of the Land Conservation Act, the provisions of this Contract, and under COUNTY's Uniform Rules, from time to time when requested by COUNTY.
- 13. Removal of Land Equivalent to a Notice of Nonrenewal.** The transfer of ownership of any portion or parcel of land subject to this Contract shall be subject to the transfer procedures and regulations set forth in COUNTY's Uniform Rules, and the COUNTY shall serve and record notices of nonrenewal as to any resulting nonqualifying lands. In addition, the provisions of Government Section 51236, concerning the effect of removal of land under contract, shall apply.
- 14. Indemnity.** In consideration of the promises made herein, OWNER shall indemnify and save harmless COUNTY from and against any and all claims, liability, suits, damages, costs including reasonable attorney's fees, losses and expenses in any manner resulting from, arising out of, or connected with this Contract and the creation of the Farmland Security Zone, the use of any Surveyor's Map depicting the preserve, and the description of THE SUBJECT PROPERTY attached hereto.

- 15. Effect of Termination.** Upon termination of the Farmland Security Zone Contract, the Farmland Security Zone designation for THE SUBJECT PROPERTY shall simultaneously be terminated.
- 16. Notices.** Any notices required to be given hereunder or required to be given by law upon COUNTY shall be given by United States certified mail, return receipt requested, to COUNTY in care of the Clerk of the COUNTY Board of Supervisors.

IN WITNESS WHEREOF, the County of Santa Barbara has executed this Contract

on _____.

COUNTY OF SANTA BARBARA

BOARD OF SUPERVISORS

By: _____

Das Williams, Chair

Attest:

MONA MIYASATO

Count Executive Officer

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Approved As To Form:

RACHEL VAN MULLEM

County Counsel

By: _____

Callie Patton Kim, Deputy County Counsel

OWNER

OWNERS

Matthew T. Roberts

By: *Matthew T. Roberts*

Matthew T. Roberts

Farmland Security Zone Contract

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

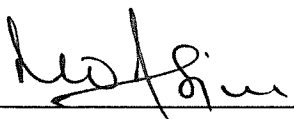
State of California
County of SANTA BARBARA)

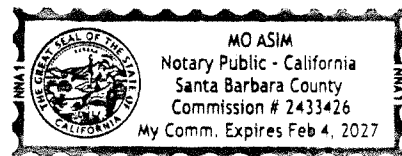
On JUNE 28, 2023 before me, MO ASIM, NOTARY PUBLIC
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

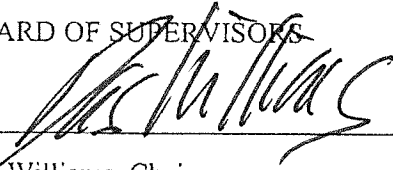


IN WITNESS WHEREOF, the County of Santa Barbara has executed this Contract

on September 19, 2023.

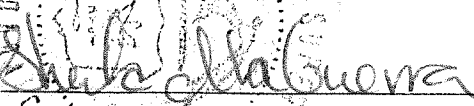
COUNTY OF SANTA BARBARA

BOARD OF SUPERVISORS

By: 
Das Williams, Chair


Attest:

MONA MIYASATO
County Executive Officer
Clerk of the Board of Supervisors

By: 
Deputy Clerk, Sheila de la Guerra

Approved As To Form:

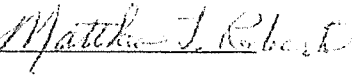
RACHEL VAN MULLEM
County Counsel

By: 
Callie Patton Kim, Deputy County Counsel

OWNER

OWNERS

Matthew T. Roberts

By: 
Matthew T. Roberts

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA BARBARA

On, September 19, 2023 before me, Sheila de la Guerra, a Deputy Clerk, personally appeared SUPERVISOR DAS WILLIAMS, CHAIR OF THE BOARD OF SUPERVISORS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature Sheila de la Guerra

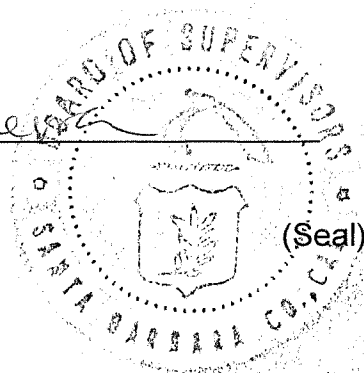


EXHIBIT "A"
Agricultural Preserve
22AGP-00000-00011
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE OUTSIDE PUEBLO LANDS OF THE CITY OF SANTA BARBARA; GOVERNMENT LOTS 6 AND 7 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF STATE HIGHWAY 192 (FOOTHILL ROAD) AS GRANTED TO THE COUNTY OF SANTA BARBARA BY A DEED RECORDED SEPTEMBER 14, 1920 IN BOOK 187, PAGE 39 OF DEEDS WITH THE WESTERLY LINE OF THE LAND DESCRIBED IN A DEED GRANTED TO LUA THURMOND SAFWENBERG RECORDED MARCH 5, 1956 IN BOOK 1365, PAGE 324 OF OFFICIAL RECORDS, SAID LAND IS SHOWN TOGETHER WITH OTHER LAND ON A RECORD OF SURVEY RECORDED IN BOOK 46, PAGE 30 OF RECORDS OF SURVEY; THENCE THE FOLLOWING COURSES ALONG THE CENTERLINE OF SAID LAND GRANTED TO THE COUNTY OF SANTA BARBARA, 1ST, NORTH 78°23' 10" EAST, 143.43 FEET; THENCE 2ND, NORTH 70°24'10" EAST, 191.19 FEET, SAID POINT BEARS NORTH 7° EAST, 17.9 FEET FROM NAIL IN 18 INCH LIVE OAK TREE; THENCE 3RD, SOUTH 17°52'10" WEST, 183.18 FEET; THENCE 4TH, SOUTH 13°30'10" WEST, 225.00 FEET; THENCE CROSSING CREEK 5TH, SOUTH 60°53' WEST, 201.83 FEET; THENCE CROSSING CREEK 6TH, SOUTH 26°44' WEST, 224.48 FEET; THENCE 7TH, SOUTH 50°53' WEST, 50.92 FEET; THENCE 8TH, SOUTH 43°25' WEST, 96.61 FEET; THENCE 9TH, SOUTH 36°46' WEST, 31.59 FEET TO ITS INTERSECTION WITH SAID WESTERLY LINE; THENCE 10TH, SOUTHERLY ALONG SAID WESTERLY LINE TO ITS INTERSECTION WITH SAID CENTERLINE; THENCE 11TH, SOUTH 16°02' EAST, 9.91 FEET TO AN ANGLE POINT IN SAID CENTERLINE; THENCE 12TH, SOUTH 20°54' EAST, 208.57 FEET; THENCE 13TH, SOUTH 57°59' EAST, 108.35 FEET; THENCE 14TH, SOUTH 76° 13'EAST, 76.23 FEET; THENCE 15TH, SOUTH 68°14' EAST, 78.79 FEET TO A POINT 20 FEET NORTH OF THE PROPERTY LINE BETWEEN PROPERTIES OF R. S. SMITH AND R. F. THURMOND, JR.; THENCE 16TH, NORTH 89°30' EAST, 675.73 FEET ALONG A LINE PARALLEL WITH AND 20.00 FEET NORTHERLY OF SAID LAST MENTIONED PROPERTY LINE TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID LAND GRANTED TO LUA THURMOND SAFWENBERG; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE NORTHERLY LINE OF SAID LAND GRANTED TO LUA THURMOND SAFWENBERG, WEST 952 FEET MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN A DEED TO ALFRED THURMOND A SINGLE MAN AND LUA M. THURMOND A SINGLE WOMAN, RECORDED IN BOOK 385, PAGE 381 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED, SOUTH 14°12' WEST TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF THE ABOVE DESCRIBED LAND WITHIN THE BOUNDARIES OF THE FORTY (40.00) FOOT WIDE STRIP OF LAND GRANTED TO THE COUNTY OF SANTA BARBARA BY A DEED RECORDED SEPTEMBER 14, 1920 IN BOOK 187, PAGE 39 OF DEEDS.

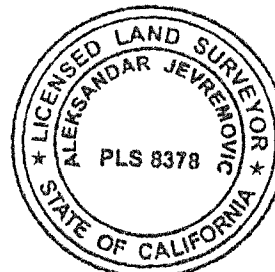
ALSO EXCEPT THEREFROM THAT PORTION OF LOT 7 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, GRANTED TO BEULAH L. FLORES BY A DEED RECORDED NOVEMBER 26, 1924 IN BOOK 27, PAGE 287 OF OFFICIAL RECORDS THAT LIES NORTHERLY OF THE 1ST AND 2ND COURSES DESCRIBED IN THE DEED TO THE COUNTY OF SANTA BARBARA RECORDED SEPTEMBER 14, 1920 IN BOOK 187, PAGE 39 OF DEEDS.

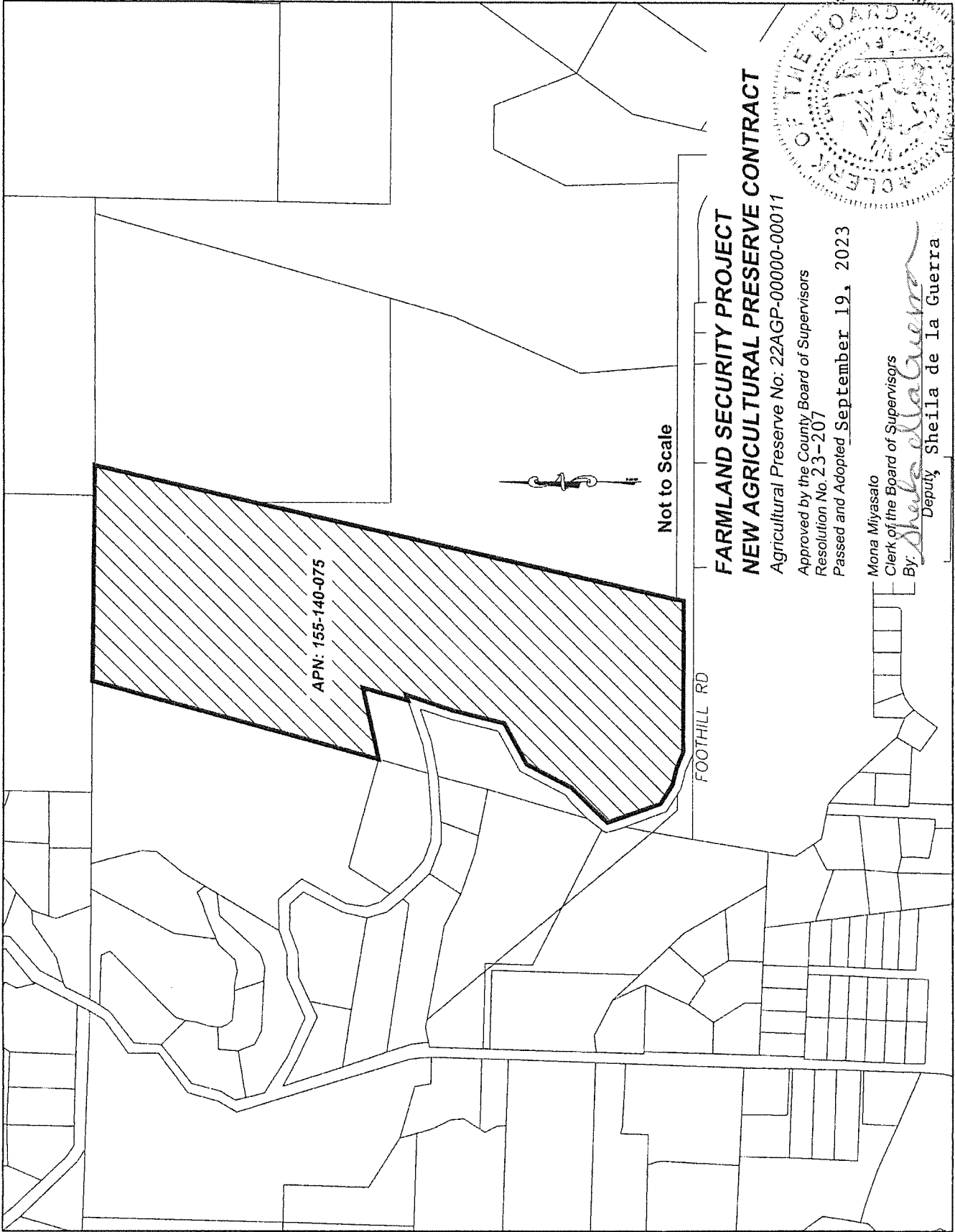
SAID LEGAL DESCRIPTION IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED MAY 23, 2001 AS INSTRUMENT NO. 2001-0040321, OFFICIAL RECORDS.

APPROVED AS TO FORM
AND SURVEY CONTENT.

Ajevremov

ALEKSANDAR JEVREMONIC
COUNTY SURVEYOR
LICENSE EXP. 12/31/2023





APN: 155-140-075

Not to Scale

FOOTHILL RD

**FARMLAND SECURITY PROJECT
NEW AGRICULTURAL PRESERVE CONTRACT**

Agricultural Preserve No: 22AGP-00000-00011

Approved by the County Board of Supervisors
Resolution No. 23-207

Passed and Adopted September 19, 2023

Mona Miyasato
Clerk of the Board of Supervisors
By: *Sheilla de la Guerra*
Deputy, Sheilla de la Guerra

