

[THE FOLLOWING IS AN EXAMPLE OF AN URBAN AGRICULTURE INCENTIVE ZONES ACT AGREEMENT. DO NOT SIGN THIS SAMPLE AGREEMENT. THE DEPARTMENT OF REGIONAL PLANNING WILL PROVIDE AN AGREEMENT FOR SIGNATURE AFTER INITIALLY APPROVING YOUR APPLICATION.]

**URBAN AGRICULTURE INCENTIVE ZONES ACT
PROPERTY AGREEMENT
[STREET NUMBER AND STREET NAME]
("[NAME OF PROPERTY, IF ANY]")
LOS ANGELES COUNTY , CALIFORNIA**

THIS AGREEMENT is entered into by and between the County of Los Angeles, a political subdivision of the state of California ("County") and [NAME(S)] ("Owner(s)").

RECITALS

Owners are the owners of the property located at [ADDRESS], in Los Angeles County, California (Block [BLOCK NUMBER], Lot [LOT NUMBER]). The Los Angeles County Department of Regional Planning and Agricultural Commissioner have determined that the property located at [ADDRESS] ("Property") is eligible under the California Urban Agriculture Incentive Zones Act for an urban agriculture incentive zones contract. Owners desire to implement a small-scale urban agricultural use project for the Property.

The State of California has adopted the "Urban Agriculture Incentive Zones Act" (California Government Code Sections 51040, et seq., and California Revenue & Taxation Code, Article 1.5 [Section 422.7 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for a commitment to a sustainable urban farm enterprise in an urban area. The County has adopted enabling legislation, in its Title 22, authorizing it to participate in the Urban Agriculture Incentive Zones Act program.

Owners desire to enter into an Urban Agriculture Incentive Zones Act Agreement (also referred to as "Agreement") with the County to help mitigate expenditures for the use of the Property for small-scale urban agricultural use. The County is willing to enter into such Agreement to promote the use of vacant, undeveloped land for sustainable urban agricultural use and to provide public benefits to the County such as connecting residents to the broader food system, providing green space and recreational opportunities, building community, and promoting food access, public health, and economic development potential.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Urban Agriculture Incentive Zones Act. The benefits, privileges, restrictions and obligations provided for in the California Urban Agriculture Incentive Zones Act and Los Angeles County Code Section 22.____ shall be applied to the Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.
2. Use of the Property. Owners shall dedicate the entire Property to an agricultural use and shall undertake and complete the work set forth in Exhibit A ("Site Plan") attached hereto. Owners shall proceed diligently in commencing agricultural use as set forth in the Site Plan and shall commence such use not less than thirty (30) days after recordation of this Agreement if not already using the Property for agricultural use. No dwelling units shall be permitted on the Property. Failure to timely commence agricultural use, or the presence or construction of any dwelling unit(s) on the Property may result in cancellation of this Agreement per the procedure set forth in the ordinance.
3. Cessation of Agricultural Use. Owners shall report in writing to the Department of Regional Planning any cessation of agricultural use for any reason or any other change in use from that approved under the attached Site Plan within two (2) weeks of the cessation of activity. Owners shall resume agricultural activity consistent with the Site within three (3) months of any such cessation. Failure to timely resume agricultural use may result in cancellation of this Agreement, per the procedure set forth in the ordinance.
4. Inspections. Owners shall permit periodic examination of the Property by representatives of the City's Assessor-Recorder, the Department of Building Inspection, the Planning Department, and the Agricultural Commissioner, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Property demonstrating compliance with this Agreement as requested by any of the above-referenced entities.
5. Term. This Agreement is effective upon the date of execution by the County and remains in full force and effect for a term of five (5) years, which commences on the first day of January following execution and recordation of the Agreement ("Initial Term").
6. Valuation. This Agreement must have been executed and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Property to be valued under the taxation provisions of the Urban Agriculture Incentive Zones Act for that fiscal year.
7. Renewal and Extension. Owners may apply for an extension of the Agreement for an additional term of up to five (5) years, provided that the California Urban Agriculture Incentive Zones Act and Los Angeles County Code Section 22.____ permit such an extension. Any such extension shall be subject to the same requirements as an initial application as set forth in Los Angeles County Code Section 22.____ , and shall follow the process for the initial UAIZ contract, including recordation..
8. Default. An event of default under this Agreement may be any one of the following:
 - (a) Owners' failure to conduct the agricultural use set forth in Exhibit A;
 - (b) Owners' failure to resume agricultural use after cessation in accordance with the requirements of Paragraph 3 herein;

- (c) Owners' failure to allow any inspections as provided in Paragraph 6 herein;
- (d) Owners' termination of this Agreement during the Term;
- (e) Owners' failure to be current on property taxes for the parcel; or
- (f) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in cancellation of this Agreement and the process for cancellation as set forth in the ordinance will control.

9. Cancellation by Owner. In the event Owners cancels this Agreement during the Term, Owners shall provide written notice to the Department of Regional Planning and the process for cancellation as set forth in the ordinance will control.

10. Cancellation by County. County may cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement or have defaulted and the process for cancellation as set forth in the ordinance will control.

11. Cancellation Payment of Taxes. If the County cancels this Agreement as set forth in Paragraph 11 above or Owners cancel the Agreement as set forth in Paragraph 10 above, Owners shall receive a secured property tax bill equal to the cumulative value of the tax benefit received during the duration of the Agreement, as determined by the Assessor, as set forth in Government Code Section 51042(a)(2)(B). This tax bill shall include the cumulative tax owed, including any penalties and interest. The tax bill shall be paid to the County Treasurer and Tax Collector at such time and in such manner as prescribed by State law. The Director of Regional Planning may waive payment of the tax, or any portion thereof, pursuant to section 22._____ of the UAIZ ordinance, if it determines that the cancellation was caused by extenuating circumstances despite the good faith effort by Owners to comply with the provisions of the Agreement. Upon satisfaction of any such tax bill described above, the Director of Regional Planning shall execute a cancellation document at Owners' request. Owners are responsible for recordation of the cancellation document and any and all related recording fees.

12. Indemnification. Owners shall indemnify, defend, and hold harmless the County and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "County") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Property; (b) the use or occupancy of the Property by Owners, their Agents or Invitees; (c) the condition of the Property; (d) any construction or other work undertaken by Owners on the Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the County and all indemnified parties specified in this Paragraph and the County's cost of investigating any claim. In addition to Owners' obligation to indemnify County, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend County from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to

Owners by County, and continues at all times thereafter. Owners' obligations under this Paragraph shall survive termination of this Agreement.

13. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land throughout its duration and shall be binding upon and inure to the benefit of all successors and assigns in interest of Owners.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

15. Recordation. Within 20 days from the date of execution of this Agreement, Owners shall cause this Agreement to be recorded with the Office of the Registrar Recorder of the County of Los Angeles. Following recordation, the Owners shall submit a certified copy of the recorded Agreement to the Assessor. Owners are responsible for any and all related recording and indexing fees.

16. Amendments. This Agreement may be amended in whole or in part only by a written instrument executed by the parties hereto in the same manner as this Agreement and recorded pursuant to Paragraph 15, above.

17. No Implied Waiver. No failure by the County to insist on the strict performance of any obligation of Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the County's right to demand strict compliance with any terms of this Agreement.

18. Authority. If Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that Owners have full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Owners are authorized to do so.

19. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Signatures. This Agreement may be signed and dated in parts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

COUNTY OF LOS ANGELES:

By: _____
Regional Planning Director

DATE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: _____
[NAME],

DATE: _____

OWNERS

By: _____
[NAME], Owner

DATE: _____

[IF MORE THAN ONE OWNER, ADD ADDITIONAL SIGNATURE LINES. ALL OWNERS MUST SIGN AGREEMENT.]

EACH OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED. ATTACH PUBLIC NOTARY FORMS HERE.