

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Los Angeles Department of City Planning

Name: _____

Address: _____

SPACE ABOVE THIS LINE IS
RESERVED FOR RECORDER'S USE

**URBAN AGRICULTURE INCENTIVE ZONES CONTRACT
BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND**

(PRINT NAME OF EACH OWNER AS LISTED ON TITLE)

FOR THE PROPERTY LOCATED AT

(STREET NUMBER AND STREET NAME)

THIS AGREEMENT is made and entered into by and between the **CITY OF LOS ANGELES**, a
municipal corporation (hereinafter referred to as the "City") and

_____ (hereinafter referred to as
the "Owner(s)").

WITNESSETH:

- (i) 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.

- (ii) The County of Los Angeles adopted Los Angeles County Code Sections 22.52.3400 et seq. to allow property owners of eligible properties within the county and cities located within the county to participate in the program authorized under the Urban Agriculture Incentive Zones Act;
- (iii) Owners are the owners of the hereinafter legally described property located in the City of Los Angeles, County of Los Angeles, State of California.

Legal Description (lot, block, tract)

Site Address

(hereinafter referred to as the "Property"). The City of Los Angeles Department of City Planning has determined that the Property is eligible under the California Urban Agriculture Incentive Zones Act for an Urban Agriculture Incentive Zones Contract.

- (iv) The County Assessor has determined that secured property tax obligations are current and paid according to installments determined by State law, as reflected in Exhibit A. Owners desire to enter into an Urban Agriculture Incentive Zones Contract (hereinafter referred to as "Agreement" or "UAIZ Contract") with the City to help mitigate expenditures for the use of the Property for small- scale urban agricultural use. The City 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 City 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.
- (v) For purposes of this Agreement, the City's Designated Administrative Agency ("DAA") is the Department of City Planning. In this capacity, the DAA has been given administrative responsibility pursuant to the City Administrative Code, Division 19, Chapter 17, Sections 19.170 et seq.

NOW, THEREFORE, City and Owner, in consideration of the mutual obligations, covenants, and conditions set forth herein, do hereby agree as follows:

1. **Effective Date and Term of Agreement.** This Agreement is effective upon January 1, 20__, and remains in full force and effect for a term of five (5) years, which commences on the effective date, unless earlier terminated. ("Initial Term").
2. **Use of the Property.** Owners shall dedicate the entire Property to an agricultural use consistent with Chapter 1 of the Los Angeles Municipal Code, as amended from time to time ("Zoning Code") and shall undertake and complete the work set forth in Exhibit B ("Site Plan"), attached hereto as approved by the City. Owners shall proceed diligently in commencing agricultural uses, as set forth in the Site Plan, and shall commence such use no later than the effective date of this Agreement. No dwelling units shall be permitted on the Property, except as to other permitted structures set forth in State law. 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. [If applicable: The use of pesticides or fertilizers are prohibited on this Property, except those permitted by the United States Department of Agriculture's National Organic Program, pursuant to California Government Code Section 51042(d).]

3. **Cessation of Agricultural Use.** Owners shall report in writing to the Department of City 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.
4. **Inspections.** Owners shall permit periodic examination of the Property by representatives of the County's Assessor-Recorder, the City Department of Building and Safety, the Department of City Planning, and the County 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. **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.
6. **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 22.52.3400 et seq. permits such an extension. Any such extension shall be subject to the same requirements as set forth under the initial application as well as any new requirements imposed by DAA regulation, or law or ordinance, and shall follow the DAA's then current process for approving and executing UAIZ contracts or amendments, including, but not limited to recordation.
7. **Enforcement.** Any violation of this Chapter constitutes a material breach and the City may terminate the Agreement and pursue any legal remedies available.
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 4 herein;
 - d. Owners' failure to comply with the DAA's rules and regulations, California Government Code Sections 51040, et seq., or California Revenue & Taxation Code, Article 1.5 Section 422.7 et seq., the County of Los Angeles' adopted Los Angeles County Code Sections 22.52.3400 et seq., and Chapter 17 of the City's Administrative Code, all of which may be amended from time to time;
 - e. Owners' failure to be current on property taxes for the parcel; or
 - f. Owners' failure to comply with any provision of this Agreement.
9. **Notice and Opportunity to Cure Default.** If the Owner breaches or fails to perform any of the provisions of the Agreement, the City may give Owner written notice of such default with

a reasonable opportunity to cure. If the Owner does not cure such default or provide a plan to cure such default, which is acceptable to the City within the time permitted by the City, then the City may cancel this Agreement due to Owner's breach of this Agreement.

The DAA may establish any such rules and regulations as are necessary to administer the Agreement cancellation process.

All notices required or permitted by this Agreement, including notice of a change of address, must be in writing and given by personal delivery to sent by United States Mail, return receipt requested, addressed to the party intended to be notified. Notice will be deemed given as of the date of delivery in person or the date of receipt of the notice if mailed by First Class Mail or some other delivery method.

Notice to the city must be addressed:

City of Los Angeles, Department of City Planning
Re: UAIZ Program
200 N. Spring Street
Los Angeles, California 90012-2601

Notice to the Owners must be addressed:

Name: _____
Address: _____
City, State, Zip: _____

10. **Cancellation by City.** City may cancel this Agreement if the DAA makes a reasonable determination that Owner has breached any condition or covenant contained in this Agreement. Upon City's cancellation of the Agreement, the DAA shall execute a cancellation document and record it with the Registrar-Recorder/County Clerk and notify the Agricultural Commissioner and Assessor. The process for cancellation as set forth in this Agreement and the DAA's rules and regulations will control.
11. **Cancellation by Owner.** In the event Owner cancels this Agreement during the Term, Owner shall provide written notice to the Department of City Planning within 10 business days of the cancellation date. Upon Owner's cancellation of the Agreement, Owner shall execute a cancellation document and record it with the Registrar-Recorder/County Clerk and notify the Agricultural Commissioner and Assessor. The process for cancellation as set forth in this Agreement and the DAA's rules and regulations will control.
12. **Cancellation Payment of Taxes.** If the City cancels this Agreement as set forth in Paragraph 10 above or Owners cancel the Agreement as set forth in Paragraph 11 above, Owners shall pay a fee, in the form of a secured property tax bill, equal to the cumulative value of the tax benefit received during the duration of the Agreement prior to cancellation of the UAIZ Contract, 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 City Planning or his designee may waive the fee, or any portion thereof, pursuant to section 22.52.3510(B)

of the County Planning Code, 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 City 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.

13. **Indemnification.** Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") 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 City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City 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 City, and continues at all times thereafter. Owners' obligations under this Paragraph shall survive termination of this Agreement.
14. **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.
15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
16. **Recordation.** Within twenty (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 Department of City Planning. The City will provide an electronic version of the recorded Agreement to the County Assessor, unless the City informs the Owner that the City is unable to perform that service. Owners are responsible for any and all related recording and indexing fees.
17. **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 16, above.

18. **No Implied Waiver.** No failure by the City 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 City's right to demand strict compliance with any terms of this Agreement.
19. **Authority.** If Owners sign as a corporation, limited liability company, 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.
20. **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.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:

ATTEST: HOLLY WOLCOTT, City Clerk/Executive Officer

By: _____

Deputy
Date

By: _____

VINCENT P. BERTONI, AICP, Director of Planning
Date

[SIGNATURES TO FOLLOW ON NEXT PAGE]

By: _____
Owner Signature*

Print Name _____ Date _____

By: _____
Owner Signature*

Print Name _____ Date _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Assistant/Deputy City Attorney, Office of the City Attorney _____ Date _____

* Approved Recording Signature Method: The contract signature(s) and printed names(s) above MUST BE IDENTICAL to the printed names(s) on the first page of the contract and the Notary Acknowledgement Form. If not, the contract will be rejected by the County Recorder.