



STANISLAUS COUNTY
PLANNING & COMMUNITY DEVELOPMENT

1010 10th Street, Suite 3400
Modesto, CA 95354

<http://www.stancounty.com/planning/index.shtm>

Phone: (209) 525-6330
Fax: (209) 525-5911

NEW WILLIAMSON ACT CONTRACT APPLICATION CHECKLIST:

= Information included

Complete Forms (as provided) in the Williamson Act Information Packet

- Application Form** – Provide a complete list of all buildings and uses on the subject property.
- Contract Form** – Provide Assessor’s Parcel Number, acreage, and site address (if available). Form must be signed by all property owners and security holder(s).
- Indemnification Forms** – Form must be signed by all property owners.

Notarized Signatures

Owner(s) and Security Holder(s) signatures are to be notarized. The All-Purpose Acknowledgement page, provided by the notary, shall bear a notary stamp that will not expire prior to January of the following year.

One Copy of the Current Grant Deed

Must include a legal description of the parcels for which you are requesting enrollment under the Williamson Act. (A legal description is not the same as the Assessor’s Parcel Number (APN))

Proof of Legal Parcel

In order to prove the legal status, you must submit one of the following for each parcel requesting enrollment under the Williamson Act:

- A Grant Deed recorded prior to 1966. (*Exceptions: SMA 66499.34 Permits Granted*)
- A Lot from a recorded Subdivision, recorded after 1893. (*Exceptions: Old Township maps that were not recorded*)
- A Lot created from a recorded Parcel Map. (*Exceptions: SMA Section 66428 to Government/Utilities*)
- A Recorded Certificate of Compliance (*issued by: The Department of Public Works*)

Applicant Statement of Agricultural Uses

The following information must be provided on a separate sheet (no form is provided):

- Type of crop and/or confined animal facility (such as a commercial dairy, cattle feedlot, or poultry operation).
- Irrigation method and water source.
- Total acreage of parcel.
- Total acreage of parcel in agricultural production and/or utilized as part of a confined animal facility.

Applicable to parcels less than 160 acres with any residential development. Identify which one of the following criteria are met. Provide required documents as specified below:

- 90% or more of the parcel is in production agriculture use with its own on-site irrigation infrastructure and water rights to independently irrigate:
 - If surface irrigated, provide a plot plan showing the location of delivery infrastructure including any on-site well pumps.
 - If drip or sprinkler irrigated, provide a plot plan showing the location of well pumps and delivery infrastructure.
- 90% or more of the parcel is in production agriculture use with a shared off-site infrastructure for drip or sprinkler irrigation systems:
 - Provide a plot plan showing the location of all drip or sprinkler system well pumps, filters, and deliver lines.
 - Provide recorded long-term maintenance agreements and irrevocable access easements to the infrastructure are in place.
- Use of the parcel includes a confined animal facility (such as a commercial dairy, cattle feedlot, or poultry operation) or a commercial aquaculture operation.

Please Note: Required plot plans shall show acreage of parcel in production, existing structures (labeled), and irrigation infrastructure.

Written Verification of Gross Annual Income for Parcels Less Than 40 Acres in Size*

Written verification showing an annual gross value of not less than eight hundred dollars (\$800) per acre for three of the previous five years from the production of unprocessed agricultural plan production may need to be provided if the following are determined not to apply:

- The parcel is not planted in irrigated pasture land which supports livestock used for the production of food and fiber.
- The parcel is not planted with fruit- or nut-bearing trees, or bushes.
- The parcel is not improved with a Confined Animal Facility or a commercial aquaculture operation.
- The parcel is not compromised of soils rated as Class I or Class II in the NRCS land use capabilities classification.

*** Verification of Gross Annual income is optional to submit with application – may be required to finalize the application**

Application Fee

WILLIAMSON ACT INFORMATION

WHAT IS THE WILLIAMSON ACT?

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, is a tax relief measure for owners of farmland. The Act permits a landowner, whose land is used for farming, to sign a contract with the County guaranteeing that the land will continue to remain in farming for a period of at least ten years. In return for this guarantee, the County assesses taxes based on the agricultural value of the land rather than the market value. Generally this means that taxes for the farmer are reduced, sometimes greatly.

HOW MUCH WILL I SAVE?

This depends on the amount of taxes currently being paid compared to the amount of taxes based on the agricultural value of the property. The Assessor's Office is responsible for determining both figures according to formulas provided by the State of California. Although exact figures are unavailable, the Assessor's Office may be able to give you an estimate of the potential savings.

HOW DO I QUALIFY FOR THE WILLIAMSON ACT?

In order to be eligible for the Williamson Act, the land must be zoned A-2 (General Agriculture) and used as permitted by that zoning district. Applications may be filed at any time during the year but are only processed once a year, in December. Consequently, applications received after October 31st will not be processed until the following December. Information concerning completion of the application form can be obtained from the Stanislaus County Department of Planning and Community Development.

IF I APPLY FOR THE WILLIAMSON ACT, HOW WILL IT AFFECT ME?

In most cases, the Williamson Act will lower your property taxes. Those people who purchased their property recently will usually benefit the most. In return for lower taxes, you are guaranteeing that the property will remain zoned A-2 (General Agriculture) for a period of at least ten years. This agreement does not affect your right to sell the property, but if you do so, the contract will continue to affect the use of the property. The people to whom you sell the property will be prevented from using the property for anything that isn't allowed in the A-2 zone. Some uses, however, that are permitted by "Use Permit" may not be consistent with the contract. However, as long as the property is zoned A-2, you (or anyone else who buys the property) have the same rights as anyone else with land zoned A-2, whether they are in the Williamson Act or not. In effect, what you are prevented from doing is rezoning your property to residential, commercial or industrial.

WHAT DO YOU MEAN, "FOR A PERIOD OF AT LEAST 10 YEARS"?

When you sign the contract, it is good for a period of ten years. After the first year of that ten year period, one more year is automatically added to the term of the contract so that it is always valid for ten years. If you do nothing to stop this automatic addition of a year, the contract will go on indefinitely. The contract **does not** run for a period of 10 years and then stop.

WHAT DO YOU MEAN, "FOR A PERIOD OF AT LEAST 10 YEARS"?

When you sign the contract, it is good for a period of ten years. After the first year of that ten year period, one more year is automatically added to the term of the contract so that it is always valid for ten years. If you do nothing to stop this automatic addition of a year, the contract will go on indefinitely. The contract **does not** run for a period of 10 years and then stop.

HOW DO I STOP THIS AUTOMATIC RENEWAL?

The only guaranteed way of stopping the automatic renewal provision is for either the property owner or the County to file a "Notice of Non-Renewal". Once the notice is signed and properly filed with the County, the County will cease to renew the contract and it will expire in approximately ten years. (Depending on the time of year the notice is filed with the County, the contract will expire in as little as nine years and three months or as long as ten years and three months.) Since the County is no longer assured that the property will remain in agriculture for ten years or longer the taxes will start to increase so that at the end of ten years, the taxes will be the same as if the property was never under contract. This increase is generally based on a formula that is part of State Law.

IS THERE ANY OTHER WAY TO GET OUT OF THE CONTRACT?

Yes, there is another other way of getting out of the contract. First, you may apply to cancel the contract, effective immediately. In order for the contract to be canceled, the Board of Supervisors must hold a public hearing on your request and make several findings as required by State Law. These findings are very difficult to make and such requests are seldom approved.

CAN I GET OUT OF THE CONTRACT BY PAYING THE BACK TAXES?

No. This is a common mistake. There is no instance where you will ever be required to pay the back taxes and no instance when paying the back taxes will permit you to get out of the contract. The only "penalty" that is ever charged is in the case of a cancellation as described in the first paragraph of the preceding question. If the Board of Supervisors makes the findings required by State Law and agrees to cancel the contract, this approval is only valid if the property owner pays a cancellation fee of 12½ % of the current market value of the property.

FOR FURTHER INFORMATION CALL:

Planning Department 525-6330
LAFCO 525-7660
Assessor's Office 525-6461

APPLICATION INFORMATION

CALIFORNIA LAND CONSERVATION ACT OF 1965

STANISLAUS COUNTY

1. Obtain the following from the Stanislaus County Department of Planning and Community Development:
 - a. One copy of "**Uniform Rules, Stanislaus County Agricultural Preserve**";
 - b. One copy of the "**Stanislaus County Code, Section 21.20, applying to A-2 (General Agricultural) Districts**";
 - c. One copy of "**Application, California Land Conservation Act of 1965, Stanislaus County**";
 - d. One copy of "**California Land Conservation Contract**";
 - e. One copy of "**Fictitious Land Conservation Contract**".
2. Read the uniform rules and contract forms **VERY CAREFULLY**. The contract (not including the Fictitious Contract) is to be completed as directed below. All signatures need to be notarized.
 - a. **DESIGNATED AGENT** - Enter the names and mailing addresses of the persons to receive the recorded forms and future correspondence.
 - b. Complete the sections on Assessment Number, Code, Area, Acreage and Situs address. The first three are available from the County Assessor's Office. For "Situs Address" use the address of buildings assigned by the County Building Inspections Department (your house number of the property). If no dwelling address is available, describe your location or give the section, township and range numbers.
 - c. **OWNERS AND SECURITY HOLDERS. ALL OWNERS** (partners, wives, husbands, etc.) **MUST SIGN THE FORMS. ALL SECURITY HOLDERS** (mortgage holders, etc.) **MUST ALSO SIGN**. One copy of the contract must have **ALL signatures notarized**. Be certain that all names, dates and city in which the signatures are made have been filled in correctly and clearly. If title is held by a person under 18 years or by persons incapacitated to enter into contract, the contract must be signed by a guardian or conservator who has authority to execute contracts involving real property. A copy of the court order or letters of guardianship or conservatorship, as appropriate, must be attached to the contract.

If title is held by an estate in probate, a court order authorizing the administrator or executor to sign must be attached to the contract. If signature is by an agent, a copy of the power of attorney authorizing the agent to act in real property transactions must be attached. Whenever a document has been recorded in Stanislaus County, reference to the recording date will be sufficient in lieu of a copy of the document.

3. Obtain from the County Assessor's Office, one copy of the "parcel maps" showing the land to be included in the contract. Verify the acreage of each parcel and the parcel number to insure that they match the information provided in 2(b) above.
4. Complete the "**Application, California Land Conservation Act of 1965**" form. Applicant may be any owner or the designated agent. Applications made outside of California must be notarized.
5. File the original contract and one copy of the application with the Stanislaus County Department of Planning and Community Development. Each contract must be filed no later than **October 31** and must be accompanied by a non refundable **\$268.00 fee**. Contracts found to be incomplete or with errors will be mailed to the designated agent for correction and may not become effective as of January 1 of the succeeding year.
6. A complete and correct contract will be sent to the Board of Supervisors. On approval, the original will be recorded, with recording date noted on the copy, which will be mailed to the designated agent.

QUESTIONS MAY BE ADDRESSED TO:

Stanislaus County
Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, California 95354
(209) 525-6330

**Stanislaus County Williamson Act Uniform Rules
California Land Conservation Act of 1965**

Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code
(Commencing with Section 51200)
December 18, 2007

History and Background

The California Land Conservation Act of 1965, also known as the Williamson Act, was adopted by the State Legislature in 1965 and voluntarily implemented by the Stanislaus County Board of Supervisors in January of 1969. The Act permits a landowner, whose land is used for agriculture, to enter into a contract with the County guaranteeing that the land will continue to remain in farming for a period of at least ten years. In return for this guarantee, the County assesses taxes based on the agricultural value of the land rather than the market value.

Uniform Rules

As allowed by Government Code, Stanislaus County has adopted Uniform Rules to clearly identify the contract terms for every landowner of agricultural land within the agricultural preserve. These rules are locally adopted and subject to compliance with all applicable State regulations. Provisions of the Williamson Act which are not specifically identified in these rules are still applicable to all contracts located within the Stanislaus County Agricultural Preserve. Since the Williamson Act's initial adoption and implementation, numerous amendments to the Williamson Act have been made by the State Legislature. All existing and future contracts are subject to compliance with all legislative amendments made during any part of the life of the contract.

Stanislaus County Agricultural Preserve

Only parcels that are located within a designated agricultural preserve may be enrolled under a Williamson Act. The Stanislaus County Agricultural Preserve was amended on October 20, 1970 to include all lands within the A-2 (General Agricultural) zoning district.

Life of a Contract

When a contract is signed, it is good for a period of ten years. After the first year of that ten year period, one more year is automatically added to the term of the contract so that it is always valid for ten years. If a person does nothing to stop this automatic addition of a year, the contract will go on indefinitely. The contract does not run for a period of 10 years and then stop. See the Contract Non-Renewal section of these rules for information on stopping the automatic renewal of a contract.

New Contracts

Provided a parcel is within the agricultural preserve and meets the minimum parcel size and compatible uses outlined in these uniform rules, the County and landowners may enter into a Williamson Act contract, subject to the following conditions and procedures:

- Landowners shall file an application for a new contract with the Stanislaus County Planning Department, upon approved forms provided by the County, obtainable from the Planning Department.
- Only one application will be required for all eligible land in the County, which is under identical ownership. However, the landowners may submit separate applications for separate whole parcels or combinations thereof.
- Each application shall be accompanied by the non-refundable filing fee in effect at the time the application is submitted.
- Each application shall be signed by all owners of any interest in the property and all holders of security interest in the property. All signatures are required to be notarized.
- Only whole legal parcels shall be eligible for enrollment in a Williamson Act Contract. A certificate of compliance may be required to determine the legal status of a parcel.
- The initial date and the renewal date for all agreements shall be January 1.
- All applications for contracts shall be submitted prior to November 1st of the year preceding the year in which the landowner desires to effectuate the contract. If the application is not in proper form and is, therefore, not approved until after the lien date in any year, the contract shall be effective as of January 1st of the succeeding year.
- All contracts shall be recorded by the County.

Minimum Parcel Sizes for Enrollment of Land into a New Contract

Stanislaus County recognizes a minimum parcel sizes of (10) ten gross acres for prime agricultural land and (40) forty gross acres of non-prime agricultural land as suitable for enrollment of land into a new contract provided a parcel less than 160-acres in size with any residential development meets one or both of the following criteria before enrollment:

- 90% or more of the parcel shall be in production agriculture use with its own on-site irrigation infrastructure and water rights to independently irrigate. For land which is not irrigated by surface water, on-site irrigation infrastructure may include a self-contained drip or sprinkler irrigation system. Shared off-site infrastructure for drip or sprinkler irrigation systems, such as well pumps and filters, may be allowed provided recorded long-term maintenance agreements and irrevocable access easements to the infrastructure are in place.
- Use of the parcel includes a confined animal facility (such as a commercial dairy, cattle feedlot, or poultry operation) or a commercial aquaculture operation.

Definition of Prime Agricultural Land for Stanislaus County:

1. All land that qualifies for rating as class I or class II in the Natural Resource Conservation Service land use capability classification.
2. Land which qualifies for rating of 80 through 100 in the Storie Index Rating.
3. Irrigated pasture land which supports livestock used for the production of food and fiber.
4. Land planted with fruit- or nut-bearing trees, vines, bushes or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than eight hundred dollars (\$800) per acre.

5. Land which has returned from the production of unprocessed agricultural plant productions an annual gross value of not less than eight hundred dollars (\$800) per acre for three of the previous five years.

Definition of Non-Prime Agricultural Land for Stanislaus County:

Non-Prime Agricultural land means any lands within the Agricultural Preserve not meeting the definition of Prime Agricultural Land for Stanislaus County.

Compatible Use of Land Enrolled Under Contract

During the term of a contract, enrolled land shall not be used for any purpose other than the production of agricultural commodities and the compatible uses permitted in the A-2 (General Agriculture) zoning district. Any legal non-conforming uses, excluding setback and height standards, of the property shall be abandoned prior to approval of a contract. All existing structures and uses of the property shall be clearly identified as part of a new contract application.

The following uses which may be permitted in the A-2 (General Agriculture) zoning district, but are not specifically identified as permitted uses within Chapter 21.20 - General Agriculture District of the County Zoning Ordinance shall be considered compatible uses:

- Temporary mobile home as regulated by Chapter 21.72 of the County Zoning Ordinance.

Division of Land Under Contract

Stanislaus County recognizes the following minimum parcel sizes for the division of land under contract to be presumed large enough to sustain their agricultural uses provided a “no build” restriction on the creation of any residential development is placed on each of the newly created parcels and each of the newly created parcels meets or exceeds the minimum zoning parcel size:

Prime Agricultural Land: (10) ten gross acres
Non Prime Agricultural Land: (40) forty gross acres

‘No Build’ Restriction on Land Under Contract

Any newly created parcel of less than 160-acres in size resulting from the subdivision of land enrolled under contract shall be required to meet one or both of the following criteria before the construction of any residential development may occur:

- 90% or more of the parcel shall be in production agriculture use with its own on-site irrigation infrastructure and water rights to independently irrigate. For land which is not irrigated by surface water, on-site irrigation infrastructure may include a self-contained drip or sprinkler irrigation system. Shared off-site infrastructure for drip or sprinkler irrigation systems, such as well pumps and filters, may be allowed provided recorded long-term maintenance agreements and irrevocable access easements to the infrastructure are in place.
- Use of the parcel includes a confined animal facility (such as a commercial dairy, cattle feedlot, or poultry operation) or a commercial aquaculture operation.

Lot Line Adjustment on Land under Contract

Lot line adjustments involving land under contract shall be primarily created and properly designed for agricultural purposes without materially decreasing the agricultural use of the project site. In no case shall a parcel of prime agricultural land under contract be reduced to a size smaller than (10) ten gross acres or a parcel of non-prime agricultural land under contract be reduced to a size smaller than (40) forty gross acres.

To facilitate a lot line adjustment, pursuant to the Subdivision Map Act Section 61412 and Government Code Section 51257, and notwithstanding any other provision of the Williamson Act, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to the Williamson Act, provided that the Board finds all of the following:

- The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
- There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, the findings will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
- At least 90 percent of the land under a former contract or contracts remains under a new contract or contracts.
- After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use by complying with the minimum parcel requirements specified in the County's Uniform Rules for enrollment of land into a new contract.
- The lot line adjustment will not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

Rescinding a Contract

Notwithstanding any other provision of the Williamson Act, the parties may upon their mutual agreement rescind a contract in order simultaneously to enter into a new contract pursuant to the Williamson Act, which new contract would enforceably restrict the same property for an initial term at least as long as the unexpired term of the contract being so rescinded but not less than 10 years. Such action may be taken notwithstanding the prior serving of a notice of nonrenewal relative to the former contract.

Contract Non-Renewal

The only guaranteed way of stopping the automatic renewal provision is for either the property owner or the County to serve notice of "Notice of Non-Renewal". Once written notice is served and recorded in accordance with the California Land Conservation Act of 1965, the County will cease to renew the contract and it will expire in approximately ten

years. (Depending on the time of the year the notice is filed with the County, the contract will expire in as little as nine years and three months or as long as ten years and three months.) Once a notice is recorded the taxes may start to increase so that at the end of ten years the taxes will be the same as if the property was never under contract.

Notice of Non-Renewal Served by Landowner:

- Landowners must serve notice at least 90 days prior to the annual renewal date of the contract. (*Annual Renewal Date is January 1st*) The notice of nonrenewal must be upon approved forms provided by the County, obtainable from the Planning Department.
- Each notice shall be accompanied by the non-refundable filing fee in effect at the time the notice is submitted.

Notice of Non-Renewal Served by County:

- County must serve notice at least 60 days prior to the annual renewal date of the contract. (*Annual Renewal Date is January 1st*)
- Upon receipt by the owner of a notice from the County of Non-Renewal, the owner may make a written protest of the Notice of Non-Renewal. A protest shall be processed as an appeal of staff determination to the Planning Commission.
- The county may, at any time prior to the renewal date, withdraw the Notice of Non-Renewal.

Contract Cancellation - Landowner Petition:

The landowner may petition the Board for cancellation of any contract as to all or any part of the subject property. The landowner's petition must be accompanied by a proposal for a specified alternative use of the land and a Notice of Non-Renewal shall be recorded prior to the petition being submitted for consideration. The Board may grant tentative approval for cancellation of a contract only if it makes the following findings as required by Government Code Section 51282:

1. That the cancellation is consistent with the purposes of the Williamson Act (California Government Code Sections 51200-51207); and
2. That cancellation is in the public interest.

A contract cancellation shall be consistent with the purposes of the Williamson Act only if the Board makes all of the following findings:

1. That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Government Codes Section 51242.
2. That cancellation is not likely to result in the removal of adjacent lands from agricultural use.
3. That cancellation is for an alternative use which is consistent with the applicable provisions of the county general plan.
4. That cancellation will not result in discontinuous patterns of urban development.
5. That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

Cancellation of a contract shall be in the public interest only if the board makes the following findings:

1. That other public concerns substantially outweigh the objectives of this chapter; and
2. That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

Cancellation Process:

- Cancellation requests shall be filed with the Stanislaus County Planning Department, upon approved forms provided by the County, obtainable from the Planning Department. The request shall include any necessary applications for the alternative use of the land.
- Each application shall be accompanied by the non-refundable filing fee in effect at the time the application is submitted.
- Prior to any action by the Board of Supervisors, the county assessor shall determine the current fair market value of the land as though it were free of the contractual restriction. A cancellation request will not be scheduled for public hearing until the county assessor has determined the current fair market value. The landowner shall be responsible for any fee required by the county assessor to determine the value.
- Prior to giving tentative approval to the cancellation of any contract, the Board of Supervisors shall determine and certify to the county auditor the amount of the cancellation fee that the landowner shall pay the county treasurer upon cancellation. The fee shall be an amount equal to 12 ½ percent of the cancellation valuation of the property. The cancellation fee shall be paid in full before a certificate of cancellation is recorded.

Material Breach of Contract:

In accordance with Government Code Section 51250, a material breach of contract shall be remedied by either a contract cancellation petitioned by the landowner or the alternative remedy specified within the section. The alternative remedy shall be initiated by the county if it determines a material breach exists and the landowner does not petition for cancellation. If a material breach is determined to exist by the county, the landowner may be subject to: 1) removal of the conditions that resulted in the material breach within 60 days of determination or 2) payment of a monetary penalty in the amount of 25% of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25% of the value of the incompatible building and any related improvements on the contracted land.

Annexation

If a city annexes land subject to a land conservation contract, the city succeeds to all rights, duties and powers of the county under contract, unless specific provisions of the Government Code addressing contracts executed prior to January 1, 1991 have been met and a protest of the contract by the city was upheld by the Local Agency Formation Commission.

Public Acquisition

Land conservation contracts become void that are acquired by a federal, state, or local government agency for necessary public use and facilities. The California Land Conservation Act of 1965 contains policies and restrictions to avoid public acquisition of lands in agricultural preserves, with special emphasis on restricting acquisition of land subject to land conservation contracts or containing prime agricultural land. State and local government agencies are required to refer proposals to acquire land in agricultural preserves to the State Department of Conservation for their review and response prior to acquisition.

**FICTITIOUS
CALIFORNIA LAND
CONSERVATION CONTRACT**

Recorded February 1, 1979

Instrument No. 48604

Book 3151, Page 132

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into _____, by and between the County of Stanislaus, a political subdivision of the State of California hereinafter referred to as "County" and the undersigned landowners or the successors thereof, hereinafter referred to as "Owner" as follows:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Stanislaus, State of California; and

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

WHEREAS, subject property is located in an agricultural preserve heretofore established by County by Resolution dated October 20, 1970; and

WHEREAS, both Owner and County desire to limit the use of subject property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such land from agricultural uses, recognizing that such land has definite public value as open space, that the preservation of such land in agricultural production constitutes an important physical, social, esthetic, and economic asset to the County to maintain the agricultural economy of County and the State of California and that the common interest is served by encouraging and making feasible the orderly expansion of development of the urban and commercial sectors of the County to avoid the disproportionate expense involved in providing municipal services to scattered development; and

WHEREAS, both Owner and County intend that the Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution and thereby qualify as an enforceable restriction as defined in Revenue and Taxation Code Section 422;

NOW THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

- (1) The 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 California Government Code, commencing with Section 51200), hereinafter referred to as the Act, as such Act has been amended or may hereafter be amended, and is subject to all the provisions thereof specifically made applicable to the Contract.

- (2) The Contract shall remain in effect for a period of ten (10) years from the effective date stated in paragraph 17 hereof. The anniversary date shall be January 1 of each year following the effective date. On each anniversary date the Contract shall be renewed, and one (1) year shall be added automatically to the term of the contract unless notice of nonrenewal is served by Owner at least ninety (90) days prior to the anniversary date or by County at least sixty (60) days prior to the anniversary date as provided in Government Code Section 51245. If either party gives notice of nonrenewal, it is understood and agreed that the Contract shall remain in effect for the unexpired term. A notice of nonrenewal, irrespective of which party gives the notice, shall be recorded by the County. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property. Notice of nonrenewal by the County shall be served on the designated agent.
- (3) During the term of the Contract or any renewal thereof, the subject property shall not be used for any purpose other than the production of agricultural commodities and the compatible uses permitted by A-2, General Agriculture District, zoning as set forth in the Ordinance Code of Stanislaus County and as included within this contract. Owner forever waives all claim or right to any pre-existing non-conforming property uses that may have been exempt from the A-2- zoning requirements applicable to the subject property.
- (4) Upon the filing of an action in eminent domain by an agency or persons specified in Government Code Section 51295 for the condemnation of the fee title to all the subject property or upon the acquisition of the fee in lieu of condemnation, the Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or persons shall proceed as if the Contract never existed.

Upon filing of an action in eminent domain by an agency or persons specified in Government Code Section 51295 for the condemnation of the fee title to a portion of the subject property, or upon the acquisition of the fee in lieu of condemnation, the Contract shall be null and void on the date of filing suit or upon the date of acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to the Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to the Contract. Under no circumstances shall any of the subject property be removed from the provisions of the Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

In the event a condemnation suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute such a Contract for a term of as long as the Contract would have remained in effect had the condemnation suit or acquisition never taken place.

- (5) It is agreed that the consideration for the execution of the Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in the Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.
- (6) The Contract shall run with the land described herein and, upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. The Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or any portion of subject property. If a city acquires jurisdiction over all or a portion of the subject property by annexation proceedings, the city shall succeed to all rights, duties and powers of County under the Contract; provided, however, that if the subject property or a portion thereof was within one mile of the city at the time the Contract was initially executed and the city protested the execution of the Contract and the Local Agency Formation Commission upheld the protest pursuant to Section 51243.5 of the Government Code, the city may state its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city states its intent not to succeed to the rights, duties and powers of County under the Contract, the Contract becomes null and void as to the subject property actually annexed on the date of annexation. If only part of the land under Contract was within one mile of the city, the Contract shall become null and void only to the extent of that part.
- (7) The Contract may be canceled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve the cancellation only if they find cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965 and that cancellation is in the public interest. It is understood by the parties hereto that there is no right to cancellation and that the existence of an opportunity for another use of subject property shall not be sufficient reason for cancellation of the Contract. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in Paragraph 3 of the Contract. Parties hereto agree that (1) computation of the cancellation valuation, (2) determination, assessment, and payment of the cancellation fee, (3) waiver of payment of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of Certificate of Cancellation, and (6) the creation, attachment, and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the California Land Conservation Act of 1965.
- (8) The Contract may be canceled by mutual agreement of County and Owner without payment of a cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

- (9) The Contract shall be enforced and administered in such a manner as to accomplish the purposes of the Act. Use of the property in any manner inconsistent with the provisions herein is a breach of the Contract. Any conveyance, contract, authorization, or other act, inter vivos or testamentary, by Owner or a successor in interest which permits or purports to permit use of the subject property contrary to the terms of the Contract may, at County option, be deemed to be a breach of the Contract. In the event of breach, the County may bring any action in court necessary to enforce the Contract including, but not limited to, an action to enforce the Contract by specific performance or injunction. Owner agrees to pay to County reasonable attorney's fees and costs or suit together with any other costs necessary for enforcement of the provisions of the Contract. The parties agree that in an action by the County for damages for breach of Contract, it will be impractical or extremely difficult to fix the actual damages such breach will cause to County's California Land Conservation Act program; therefore, an amount equal to seventy-five percent (75%) of the increase in appraised value or fifteen percent (15%) of the appraised value, whichever is greater at the date of filing suit, is hereby fixed as liquidated damages for said breach.
- (10) County may declare the Contract terminated if it, or another substantially similar contract, is declared invalid or ineffective in any court adjudication accepted by County as final, but no cancellation fee or other penalty shall be assessed against Owner upon such termination.
- (11) In the event the subject property is transferred so that title to the whole is no longer held by a single owner or group of owners, the new owner or group of owners of each parcel, as successors in interest of Owner, shall execute a new Contract in identical terms and conditions so that at all times each parcel separately owned will be under individual Contract executed by all owners of, and holders of security interests in, the particular parcel. Owner agrees to make such requests and to perform such other acts as may be necessary to have County, any other political entity, or any court having jurisdiction require the execution of the separate contracts required by this paragraph before making an order dividing ownership or recognizing divided ownership. The owner of any parcel created by the division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of Owner executing the Contract to give notice of nonrenewal or to petition for cancellation as provided herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

The parties to the contract agree that the benefits to be derived herefrom will be lost by excessive division of the land subject hereto; accordingly, it is further agreed that owner shall not, without the written approval of county, take any action by sale or other transfer which will create a parcel after transfer of ownership which cannot qualify to be subject to a separate contract under the provisions of the uniform rules of the Stanislaus County Agricultural Preserve. It is further understood that county approval shall be preceded by notice and hearing in the manner provided in Government Code Section 51284 and upon finding that approval is not inconsistent with the Act and that approval is in the public interest. Owner further agrees to take all reasonable and necessary steps to enforce this provision in the event any political entity or any court having jurisdiction proposes to take an action which will divide the property in violation hereof.

- (12) Owner agrees to provide information requested by County to determine the value of the property for assessment purposes, to establish compliance with the terms and conditions of the Contract or for any other purpose necessary for the proper administration of the Act.
- (13) Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the next renewal date of the Contract following removal, serve notice of nonrenewal as provided in Paragraph 2 hereof. County shall record the notice of nonrenewal as required by Section 51284; provided, however, that Owner agrees that failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.
- (14) Owner declares, under penalty of perjury, that the persons signing below are the only persons with legal and security interests in the subject property and agrees to indemnify, defend and save harmless the County from any and all claims, suits, or losses caused by prior claims of other owners or security holders. This declaration and hold harmless clause are binding only upon Owner. Signatures of holders of security interests shall only be evidence of notice of the Contract and acceptance by the holders of security interests of the binding restrictions herein.

APPLICATION

CALIFORNIA LAND CONSERVATION ACT OF 1965

STANISLAUS COUNTY

The undersigned hereby requests the County of Stanislaus, California, to enter into the California Land Conservation Contract attached hereto.

The persons who have signed the contract are the only persons with legal and security interests in the subject property.

Each person who has signed the contract is an adult who is not incapacitated to contract, or the signature is by an authorized guardian or conservator.

The following are the only buildings and uses on the subject property. (List all structures, such as houses, barns, mobile homes, billboards, etc. Also list all agricultural uses such as trees, row crops, pasture, etc., and businesses or commercial uses such as huller, repair shops, home occupations, store, etc.)

I declare under penalty of perjury that the foregoing is true and correct and this application was executed on _____, 20____, at _____, California.

Signature of Applicant
(Any owner or designated agent)

(Application must be sworn to and signed before a notary if executed outside California.)

PLEASE NOTE THAT THE FOLLOWING MUST BE PROVIDED IN ORDER TO RECORD YOUR CONTRACT:

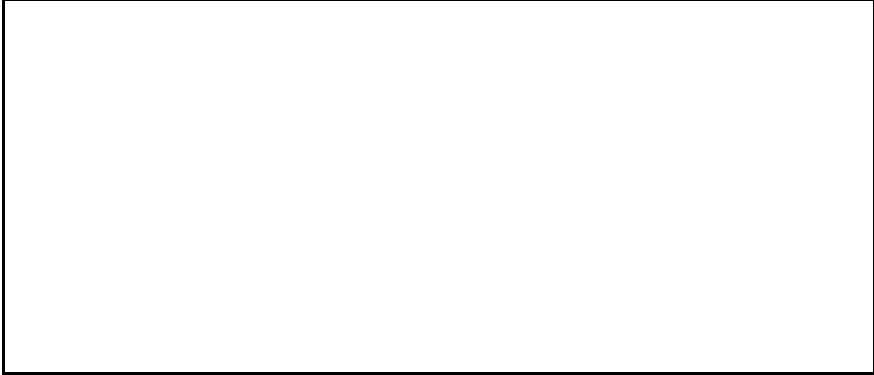
1. Completed Application Form;
2. Legal Description of property to be covered under the contract;
3. Completed Contract Form including Assessors Parcel Number, acreage, Site Address (if available), and Notarized signatures of all Owners and Security Holders (Please provide a separate Acknowledgment Page from the Notary)

THIS SPACE FOR RECORDER ONLY

CALIFORNIA LAND CONSERVATION
CONTRACT NO. _____

RECORDED AT REQUEST OF
STANISLAUS COUNTY BOARD OF
SUPERVISORS

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT



THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into _____, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and the undersigned landowners or the successors thereof, hereinafter referred to as "Owner" as follows:

The recitals and paragraphs 1 through 14, inclusive, of a certain Fictitious California Land Conservation Contract, recorded on February 1, 1979, as Instrument Number 48604, Book 3151, Page 132, in the Office of Recorder of the County of Stanislaus, State of California, are incorporated herein as if specifically set forth.

(15) Owner and holders of security interests designate the following persons as the Agent for Notice to receive any and all notices and communications from County during the life of the Contract. Owner will notify County in writing of any change of designated persons or change of address for him.

DESIGNATED AGENT:

Name

Address

City, State, Zip

Phone Number

(16) Owner desires to place the following parcels of real property under Contract:

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)

(17) The effective date of this Contract shall be January 1, 20_____.

(18) Uses on the subject property are limited to those specifically described in Chapter 21.20 of the Stanislaus County Code - General Agriculture District (A-2), as effective each year upon renewal of the contract, which is herein incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECURITY HOLDERS:

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTACHMENTS:

- (1) Legal description of Parcel covered under contract

COUNTY: Stanislaus County

Dated _____

Chairman, Board of Supervisors

INDEMNIFICATION:

In consideration of the County's processing and consideration of this application for approval of the land use project being applied for (the "Project"), and the related California Environmental Quality Act (CEQA) consideration by the County, the Owner and Applicant, jointly and severally, agree to indemnify the County of Stanislaus ("County") from liability or loss connected with the Project approvals as follows:

1. The Owner and Applicant shall defend, indemnify and hold harmless the County and its agents, officers and employees from any claim, action, or proceeding against the County or its agents, officers or employees to attack, set aside, void, or annul the Project or any prior or subsequent development approvals regarding the Project or Project condition imposed by the County or any of its agencies, departments, commissions, agents, officers or employees concerning the said Project, or to impose personal liability against such agents, officers or employees resulting from their involvement in the Project, including any claim for private attorney general fees claimed by or awarded to any party from County.

The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

2. The County will promptly notify Owner and Applicant of any such claim, action, or proceeding that is or may be subject to this Indemnification and, will cooperate fully in the defense.
3. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, actions, or proceeding in good faith. To the extent that County uses any of its resources responding to such claim, action, or proceeding, Owner and Applicant will reimburse County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at their regular rate for external or non-County agencies, and any other direct or indirect cost associated with responding to the claim, action, or proceedings.
4. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.
5. The Owner and Applicant shall pay all court ordered costs and attorney fees.
6. This Indemnification represents the complete understanding between the Owner and Applicant and the County with respect to matters set forth herein.

IN WITNESS WHEREOF, by their signature below, the Owner and Applicant hereby acknowledge that they have read, understand and agree to perform their obligations under this Indemnification.

Property Owner(s): _____
Signature

Date

Signature

Date

Applicant(s): _____
(If different from above) Signature

Date

Signature

Date

(Attach additional sheets as necessary)