

**COUNTY OF KINGS**

**IMPLEMENTATION PROCEDURES**

**for the**

**CALIFORNIA LAND CONSERVATION**  
**“WILLIAMSON” ACT OF 1965**

**INCLUDING**

**FARMLAND SECURITY ZONES**

AS UPDATED: October 20, 2020

ADMINISTERED BY:

KINGS COUNTY COMMUNITY DEVELOPMENT AGENCY  
KINGS COUNTY GOVERNMENT CENTER, BUILDING #6  
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# **OVERVIEW OF CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT OF 1965, AGRICULTURAL PRESERVE IMPLEMENTATION PROGRAM FOR THE KINGS COUNTY**

## **A. INTRODUCTION:**

The *California Land Conservation Act of 1965*, (commonly referred to as the “Williamson” Act after the author of the Act, State Senator Jon C. Williamson) was formulated by the State Legislature in order to protect agricultural, wetland, and scenic areas of the State from unnecessary or premature conversion to urban uses. In Kings County, the program is enforced through provisions of the *California Land Conservation Act of 1965* found in Section 51200 et seq of the State Government Code, and Sections 421 to 429 of the State Revenue and Taxation Code.

## **B. OBJECTIVES:**

The *California Land Conservation Act of 1965* is explicit in its pronouncement of the State’s responsibility for protecting its agricultural industry from stagnation and recession. A major threat to agriculture in the State has resulted from:

- (1) Inharmonious or conflicting land use activities due to the population growth of the State;
- (2) Activities which disrupt the ecological balance of agricultural production; and
- (3) Property tax evaluation methods.

Essentially, these threats represent by-products of California’s rapid urbanization and population growth.

The Williamson Act was drafted to reflect the principles that “first, it is in the public interest to guarantee the future agricultural use of our best agricultural land and second, that farmers who are willing to provide the public with such a guarantee are entitled to protection from forces that might otherwise drive them out of agriculture.” The basis for preferential taxation is indeed justified since the farmer who chooses to enter the Williamson Act in fact guarantees to the people of the State the continual use of land for agricultural or open space activities. It again follows that contrary to the opinion of some, both within and outside the agricultural industry, preferential tax treatment is a valid concept since it results in the perpetuation of agriculture.

The agricultural preserve contract states that a property owner will preserve farmland in Kings County. In return, the owner receives a different method of assessment on their property which is based on its productivity not its market value. Any questions regarding assessments and taxes should be directed to the Kings County Assessor’s Office.

## **C. TERM OF CONTRACTS:**

In general, each *Land Conservation Contract* (Williamson Act Contract) or *Farmland Security Zone Contract* provides that property in an Agricultural Preserve or Farmland Security Zone may only be used by the owner, or their successors, for the production of agricultural products for commercial purposes and those related uses established in *the Uniform Rules of the Preserves in Kings County* found in Appendix A of this Procedure Manual. In addition, the life term of a *Land Conservation Contract* cannot be less than

ten (10) years (Section 51244). *Farmland Security Zone Contracts* cannot be less than twenty (20) years (Section 51296.1(d)). Both types of contracts automatically renew for one additional year on the 1st of January of each year. The automatic renewal will continue indefinitely unless a notice of non-renewal is filed.

#### **D. ASSESSMENT INFORMATION:**

For information about the property tax assessments and potential tax savings, please contact the Kings County Assessor's Office at (559) 852-2486. The Kings County Community Development Agency – Planning Division administers the Land Conservation and Farmland Security Zone program but does not assess property.

#### **E. SPECIFIC PROGRAMS, REGULATION AND PROCEDURES:**

The following general information gives the general requirements for Agricultural Preserves in Kings County under the *California Land Conservation Act of 1965*. This information is intended for use as a guide for preparing application(s) for participation in the Program, or removing land from the program. All new territory entering into either a Williamson Act Contract or Farmland Security Zone Contract must first be located within an established Agricultural Preserve. New Agricultural Preserves can be created simultaneously with a new contract. As Agricultural Preserves are established on a contract by contract basis, not all of the eligible agricultural land within Kings County is within an Agricultural Preserve. Conversion of land from a Williamson Act Contract to a Farmland Security Zone Contract would already be in an established Agricultural Preserve for all territory previously under contract. If proposed Farmland Security Zone territory was not already under a Williamson Act Contract, a new Agricultural Preserve would be required for the non-contracted portion.

##### **1. NEW AGRICULTURAL PRESERVE AND CONTRACT APPLICATION FILING PERIOD:**

Applications for formation of a new Agricultural Preserve or expansion to an existing Preserve are only accepted between August 1st and September 30th of each year. This deadline also applies to new Williamson Act Contract and Farmland Security Zone Contract applications. Kings County may suspend any annual application period whenever the County deems that the State has failed to uphold provisions of the Open Space Subvention Act. The State's failure to make subvention payments to the County, whether temporary or permanent, is sufficient cause for the County to exercise its option to suspend the New Agricultural Preserve and Contract Application Filing Period. The County may suspend the filing period due to non-appropriation of funds by the Legislature, failure of the State to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever.

Suspension of the application period only relates to addition or expansion of Agricultural Preserves, Williamson Act Contracts and Farmland Security Zone Contracts. Suspension of the new application period does not apply to filing of a Non-Renewal or contract modifications due to lot line adjustments or land divisions.

**2. CONTRACT RECORDING DEADLINE:**

**a. WILLIAMSON ACT CONTRACTS (10 Yr.)**

Land must be within an Agricultural Preserve before a Williamson Act Contract can be executed for that land. The formation of the Agricultural Preserve and the contract can be processed simultaneously. Properly executed contracts by the property owners, ready for recording, must be received by the Community Development Agency at least one week before the last day of December each year to ensure proper recording for the contract to be effective for the next assessment period.

**b. FARMLAND SECURITY ZONE AND CONTRACTS (20 Yr.):**

The formation of a Farmland Security Zone (FSZ) and contract shall follow the same procedures used for Agricultural Preserves and Williamson Act Contracts. FSZ Contracts are processed in the same manner as Williamson Act Contracts, however, when converting from a Williamson Act contract to a Farmland Security Zone Contract the Williamson Act Contract will be simultaneously rescinded. Territory not previously under a Williamson Act Contract would also require the establishment of an Agricultural Preserve for the non-contracted portions.

**3. NON-RENEWAL APPLICATION FILING PERIOD:**

Applications for non-renewals, or partial non-renewals, are accepted at any time. However, in order for the non-renewal to become effective in time to stop the next automatic renewal, applications must be received by September 30th. Otherwise the automatic renewal will occur for one more year. If the Board adopts provisions of Assembly Bill 1265 Section 51244 (b) of the *Government Code*, then the deadline for filing a Notice of Non-Renewal shall be extended 60 days from the date of the Board’s final adoption hearing. The extended deadline for calendar year 2020 is February 1, 2021.

**4. APPLICATION FEES:**

New or Enlarged Agricultural Preserves or Farmland Security Zones:	\$551.00
Williamson Act or Farmland Security Zone Contract Fee	\$882.00
Williamson Act or Farmland Security Zone Modification Fee	\$1,324.00
Non-renewal / Partial non-renewal:	\$ 331.00
Cancellation:	\$1060.20*

\*An initial deposit of \$1060.20 for the cancellation application is required and includes a \$67.20 fee for the Kings County Assessor’s Office. The Community Development Agency – Planning Division portion is \$993 from which actual time and materials are charged against. Any unused portion of the deposit will be refunded. However, if Planning Division costs of the cancellation proceedings exceed the initial Planning Division deposit of \$993, the excess will be assessed and must be paid prior to recording of the notice of cancellation.

Recording Fee per document: \$13 for the first page and \$3 for each additional page.

## **5. MINIMUM PARCEL SIZE (AREA):**

The Legislature has declared that it is in the public interest for local officials and landowners to retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts (Section 51222). For purposes of the Act and this program, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is at least:

- (1) 10 acres in size in the case of prime agricultural land, or
- (2) 40 acres in size in the case of land which is not prime agricultural land.

The classification of the land as prime or non-prime is based on the determination of the Kings County Assessor.

Exceptions to the above minimum parcel size may be allowed pursuant to Section 66474.4(c) for certain smaller parcels that meet specific conditions related to immediate family members engaged in the farming operation and jointly managed with other parcels which meet the minimum site area requirement. However, it is the intent of the County to not place undersized parcels in either Williamson Act or Farmland Security Zone Contracts as they may be subject to “material breach” of the contract if no commercial agricultural use is conducted on the parcel. On November 7, 2006, the Kings County Board of Supervisors also directed that Non-Renewals be initiated when approving undersized parcels for farm home retentions and transfers to immediate family members. See E.8 below or contact Kings County Community Development Agency staff for details.

## **6. USE OF THE LAND:**

The land must be in commercial agricultural use or agriculturally related uses (Section 51243(a)). The use must be one of the commercial agricultural uses or compatible uses listed in the *Uniform Rules for Agricultural Preserves in Kings County*, which is found in Appendix A of this Procedure Manual.

## **7. ZONE DISTRICT CLASSIFICATIONS:**

The land must be in one of the Agricultural Zone Districts found in Article 4 of the *Kings County Development Code*:

- (1) Limited Agriculture - 10, (AL-10)
- (2) General Agriculture - 20, (AG-20)
- (3) General Agriculture - 40, (AG-40)
- (4) Exclusive Agriculture, (AX)

## **8. COUNTY INITIATED NON-RENEWAL:**

The Community Development Agency will initiate a notice of non-renewal on undersized parcels (parcels that are less than ten (10) acres in size) whenever a farm home retention, or transfer of title to an immediate family member, is approved, or when a building permit is issued for a structure on an undersized parcel. In addition, the Community Development Agency will initiate a non-renewal when issuing building permits for residences on undersized parcels that were previously created. The non-renewal will cover only the portion of the contract that is within the undersized parcel.

## F. NON-RENEWAL OR CANCELLATIONS:

The Williamson Act provides three mechanisms which allow withdrawal from the contract:

- 1. Notice of Non-renewal** - In order to terminate the yearly renewal of the contract, a written notice of non-renewal may be served either by the property owner or the Board of Supervisors. If served by the property owner, this notice must be filed with the Community Development Agency by September 30th if it is to take effect by the renewal date of January 1st. If the Board adopts provisions of Assembly Bill 1265 Section 51244 (b) of the *Government Code*, then the deadline for filing a Notice of Non-renewal shall be extended 60 days from the date of the Board's final adoption hearing. **The extended deadline for calendar year 2020 is February 1, 2021.** The contract then does not renew itself and begins to phase out of the Agricultural Preserve Program over a ten year period with the application year considered the first year. The property owner should be aware that the tax assessment of their property will gradually be increased over the next ten years with the property taxes increasing back to an amount equal with what would normally be assessed if the property had not been placed in Agriculture Preserve. Our Agency does not determine this assessed value, and applicants are encouraged to contact the Kings County Assessor's Office ((559) 852-2486) for more details on the potential property tax changes. (Example: WLM non-renewal is filed 9/30/2009 would expire 1/1/2019)
- 2. Cancellation** - Under the *Williamson Act* there is a procedure by which the contract may be canceled immediately before the normal 10, or 20, year expiration date. However, the Board of Supervisors may approve a cancellation of a contract only if certain findings as described in Appendix G. The *Williamson Act* establishes a detailed set of criteria which must be met before a request for cancellation of either type of contract can be approved. The findings for cancellation are very difficult to make. These criteria can be found in Sections 51280 to 51287 of the Act for Williamson Act contracts and Section 51297 for *Farmland Security Zone* contracts. (See Appendix G Form 1 for Cancellation application form and Appendix C Form 8 for the *Certificate of Contract Termination*).
- 3. Cancellation upon Annexation** – Between 1969 to 1991, State Law allowed Cities to “Protest” new Williamson Act Contracts that were located within one mile of their existing City limits at the time of contract execution. The Protest had to be upheld by the Local Agency Formation Commission (LAFCo). Valid and upheld protested contracts when annexed to a City can be canceled by the City upon annexation. When a City exercises this option to “not succeed to a contract”, a *Certificate of Contract Termination* must be recorded with LAFCo's *Certificate of Completion* for the annexation. On January 1, 1991, AB 2764, Statutes 1990, Chapter 841 went into effect and eliminated the city provision of the Williamson Act (Government Code Section 51243). For more information, please contact LAFCo of Kings County or Community Development Agency staff.

## G. DEVELOPMENT GUIDELINES:

The “Development Guidelines” for issuing building permits and approving land divisions and lot line adjustments and zoning permits are found in Appendix H.

## H. APPLICATION FORMS:



Application forms are found in Appendix B.

## **I. UNIFORM RULES FOR AGRICULTURAL PRESERVES:**

The *Uniform Rules for Agricultural Preserves in Kings County* were established, pursuant to Section 51231 of the California Government Code, in 1970 (see Kings County Board of Supervisors Resolution No. 70-15). The rules have been amended by adding various uses since 1970. The current “*Uniform Rules*” are found in Appendix A-1.

Commercial solar photovoltaic system facilities that are designed primarily for the production of electrical energy for third party consumption are not compatible under the provisions of Government Code Section 51238(a)(1). For purposes of determining compatibility, a project must be determined consistent with the principles of compatibility under Section 51238.1(a). Ordinarily, a solar project will be found compatible if the applicant provides a soil reclamation plan and financial assurances, and if the economic output of agricultural operations on the contracted parcel or parcels on which the project is located will be 90-percent of pre-project output. However, on November 26, 2013, the Board of Supervisors adopted Resolution No. 13-058, recognizing that due to reduced surface water deliveries, poor groundwater quality and severe groundwater overdrafts, impaired soil conditions, and regulatory burdens, circumstances exist on agricultural preserves located within that portion of Kings County south of State Route 198, west of State Route 41, and northeast of Interstate 5 that limit the use of much of the land within that territory for agricultural activities, such that it is reasonably foreseeable that certain parcels located there that currently are used for more intensive agricultural activities will be used in the near future for less intensive uses, including dry farm seasonal grazing. Notwithstanding the present agricultural use of the land, solar farming as a concomitant use with dry farm seasonal grazing or a similar commercial agricultural activity may be deemed a compatible use within this region of the County if the applicant provides a soil reclamation plan and financial assurances, and if a finding can be made, based upon substantial evidence, and taking into account surface water availability, ground water quality and availability, and soil conditions, that the proposed concomitant commercial agricultural operation is a reasonably foreseeable use of the land.

To implement these rules and inform property owners of the potential penalties for material breaches of *Williamson Act* contracts (pursuant to Section 51250) a written warning will be included with each building permit issued for construction of one or more structures on land restricted by a *Williamson Act* or *Farmland Security Zone* contract. The warning is attached as Appendix A-2. For all zoning permit and land division approvals for projects on land restricted by *Williamson Act* or *Farmland Security Zone* contracts, a conditional of approval will be added providing the material breach warning. The language of the condition is attached in Appendix A-3.

## APPENDIX A

### UNIFORM RULES FOR AGRICULTURAL PRESERVES IN KINGS COUNTY

During the term of a contract, the only uses permitted upon the land shall be Commercial Agricultural Uses and Compatible Uses as follows:

**A. Commercial Agricultural Uses:** An agricultural use is considered “Commercial” if it meets either of the following criteria:

1. **Prime Farmland** – any parcel restricted by a Land Conservation Contract or Farmland Security Zone Contract that returns an annual gross value of not less than \$200 each year per acre of the entire site (including the farmland and any homesites and/or support areas where farm building, shops, barns, corrals, etc., are located) from the production of agricultural products, as listed in paragraphs A.3.a. through A.3.e. below.
2. **Non-Prime Farmland** – any parcel restricted by a Land Conservation Contract or Farmland Security Zone Contract that returns an annual gross value of not less than \$100 each year per acre of the entire site (including the farmland and any homesites and/or support areas where farm building, shops, barns, corrals, etc., are located) from the production of agricultural products, as listed in paragraphs A.3.a. through A.3.e. below.

In either of the above two cases, any parcel that is larger than the minimum acreage for the zone district within which it is located, that returns the equivalent annual gross value of products grown on the entire parcel that is equal to, or greater than, the annual gross value determined by multiplying the minimum acreage required in the zone district (i.e., 10 acres in AG-10, 20 acres in AG-20, and 40 acres in AG-40 and AX) by the minimum per acre annual gross crop value (\$200 for prime land, and \$100 for non-prime land) shall be considered a “Commercial Agricultural Use”. For example, a 25 acre parcel of prime land in an AG-20 zoned district would require no more than \$4,000 (20 acres X \$200 annual gross value per acre = \$4,000 annual gross value).

3. Commercial agricultural uses include:
  - a. Raising and harvesting of field crops, fruit and nut trees, vines, vegetables, horticultural specialties, and timber.
  - b. Operation of apiaries.
  - c. Grazing and feeding of sheep, goats, horses, mules, swine, bovine animals, and other similar domesticated quadrupeds.
  - d. Operation of dairies and feed lots.
  - e. Raising of poultry, rabbit, and other fur bearing animals.
  - f. Curing, processing, packaging, packing, and shipping of agricultural products produced upon the premises.
  - g. Accessory structures and incidental to a, b, c, d, e, and f above, including barns, airstrips, stables, coops tank houses, storage tanks, wind machines, windmills, silos, and other types of typical farm outbuildings.

## **B. Compatible Uses**

1. a. One one-family residence which is incidental to a commercial agricultural or compatible use, and
  - 1) One temporary additional dwelling unit per site occupied by immediate family members who are 62 years of age or older; or
  - 2) One temporary additional dwelling unit used to care for an infirm parent, grandparent, child, grandchild, or sibling of any age for the period of time necessary to care for the infirm person. When the condition requiring the care of the infirm person no longer exists, the temporary additional dwelling unit shall be removed. A mobile home or a recreational vehicle may be used to temporarily care for an infirm parent, grandparent, child, grandchild, or sibling under this subsection, provided that a recreational vehicle may be used for such temporary additional dwelling unit only for a maximum period of sixty (60) days),and
- b. Farm employee housing which is incidental to a commercial agricultural use, and
- c. One-family residences upon parcels divided pursuant to part C hereof.
2. Accessory structures and uses incidental to B.1. above including private garages and carports, guest houses or accessory living quarters without kitchen for each residence on the site; storehouses, garden structures, green houses, recreation rooms, and hobby shops; storage of petroleum products for the use of persons residing on the site, and other types of typical residential accessory structures.
3. Home occupations incidental to B.1. above.
4. Roadside stands for the sale of agricultural produce grown on the same site.
5. Agricultural service establishments primarily engaged in performing agricultural, animal and horticultural services on a fee or contract basis including cotton gins, corn shelling, hay baling and thrashing services, contract sorting, grading, and packing of fruit and vegetables of the grower; grain storage, horticultural services such as plant nurseries, establishments engaged in performing services such as crop dusting, fruit picking, grain cleaning, land leveling, harvesting, and plowing, offices of veterinarians and animal hospitals, poultry hatcheries, fertilizer manufacturing plants and yards, including organic waste composting, commercial hunting, and the operation of game preserves.
6. Gas and oil wells, including incidental drilling and maintenance operations.
7. Irrigation and flood control facilities; public utility and public service structures including electric transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and reservoirs.
8. Quarrying and extracting of minerals including land excavation in connection with earth borrow pit operations.
9. Public and quasi-public uses of an educational type including public and parochial elementary schools, junior high schools, high schools, and colleges.
10. Public uses of administrative, public service, or cultural type including city, county, state, or federal uses such as parks, police and fire stations, sewage treatment plants, and refuse disposal sites.
11. Riding academies, including such activities as horse shows, and such riding and roping events as barrel racing, cutting, lumping, pole bending, calf roping, team roping, team penning, trail, and similar non-"rough stock" riding and roping activities; guest ranches not exceeding thirty (30) guests.
12. Agricultural produce processing facilities for the processing of food, feed, fiber and fertilizers, and other similar activities, which convert raw agricultural produce that is grown or raised on farmland to a ready-for-market condition by canning, bottling, cooking, drying, mixing, combining, cutting, crushing, packing, packaging, or some other form of processing, on land zoned either AG-20 or AG-40 subject to the approval of a conditional use permit by the Planning Commission including

any environmental review which may be required, and in compliance with the requirements found in Section 51238.1 of the California Government Code.

- C.** Division of land under contract shall be subject to the requirements of the California Land Conservation Act (Williamson Act) of 1965 (Cal. Gov't. Code, Section 51200 et. seq.), Subdivision Map Act (Cal. Gov't. Code Section 66474.4 (b)), and the Kings County Zoning Ordinance (Ordinance No. 269, as amended) (Note: *Zoning Ordinance No. 269. 69* was repealed and replaced when *Development Code No. 668* was adopted on March 3, 2015, and became effective on April 2, 2015. The *Kings County Subdivision Ordinance (Ordinance No. 599)* was repealed and replaced when *Ordinance No. 668-1-16* was adopted by the Kings County Board of Supervisors on January 21, 2016 adding Article 23 to the *Kings County Development Code* pertaining to Land Subdivisions.). In any case where the state regulations and local zoning regulations are not the same, the more restrictive regulation shall apply.
- D.** Upon execution of the contract, the landowner shall waive all claims or rights to any preexisting nonconforming property uses.
- E.** Contracts shall remain in full force and effect until the expiration of the term thereof after notice of non-renewal unless canceled in accordance with law.
- F.** Contracts may be canceled only as provided by law. Requests for cancellations shall be on forms provided by the county and shall be accompanied by a deposit as established by the Board of Supervisors in the County's Fee Ordinance (Ordinance No. 520, as amended). Time and materials cost will be tracked and any unused portion of the deposit will be refunded. Any additional cost of processing the application over the initial deposit will be billed on a time and materials basis.
- G.** All said preserves shall be disestablished, enlarged, and diminished, and all contracts shall be entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of the said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part thereof.

## **APPENDIX B**

### **APPLICATION FORMS**

**FORM 1 - ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE**

**FORM 2 - ESTABLISHMENT OR ENLARGEMENT OF A FARMLAND SECURITY ZONE**

**FORM 3 - NOTICE OF NON-RENEWAL OR PARTIAL NON-RENEWAL**

**FORM 4 - LANDOWNER'S STATEMENT OF COMPLIANCE WITH, AND UNDERSTANDING  
OF, THE WILLIAMSON ACT**

APPLICATION FOR THE ESTABLISHMENT, OR ENLARGEMENT, OF AN  
**AGRICULTURAL PRESERVE**  
COUNTY OF KINGS, STATE OF CALIFORNIA

**For Community Development Agency Use Only**

Date: \_\_\_\_\_ Preserve No.: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Received By: \_\_\_\_\_ Total Acres: \_\_\_\_\_

To the Kings County Community Development Agency;

The undersigned hereby request that the Kings County Board of Supervisors hold a public hearing for the purpose of determining whether or not an Agricultural Preserve shall be established, or enlarged, and approve the associated Land Conservation Contract, for the properties described below pursuant to the *California Land Conservation Act of 1965* (Government Code Section 51200 et seq). A Copy of the deed(s) is/are attached.

**SECTION I - PROPERTY DESCRIPTION:**

(Add additional sheets if necessary.)

	Assessor's Parcel No.	No. of Acres	Owners name, mailing address, and phone no.
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

**SECTION II - DECLARATION OF OWNERSHIP**

I (We) the undersigned do certify (or declare) under penalty of perjury that I am (we are) the owner(s) of the property(ies) described in this application, and that this application, to the best of my (our) knowledge and belief, is true and correct.

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of partnership, corporation, etc.: \_\_\_\_\_

\_\_\_\_\_

2. Name and title of person authorized to execute this application for the above named organization:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A"**

**LAND CONSERVATION CONTRACT No. \_\_\_\_\_**

1. APN \_\_\_\_\_, described as:



**APPLICATION FOR THE ESTABLISHMENT, OR ENLARGEMENT, OF A  
FARMLAND SECURITY ZONE  
COUNTY OF KINGS, STATE OF CALIFORNIA**

<b>For Community Development Agency Use Only</b>	
Date: _____	Preserve No(s)/Yr.: _____
Receipt No.: _____	Farmland Security Zone No.: _____
Received By: _____	FSZ Contract No.: _____
	Total Acres: _____

**To the Kings County Community Development Agency;**

The undersigned hereby request that the Kings County Board of Supervisors hold a public hearing for the purpose of determining whether or not a Farmland Security Zone shall be established to include land currently within an Agricultural Preserve(s) and under a Land Conservation Contract(s) for the real property described below pursuant to the *California Land Conservation Act of 1965* (specifically Government Code Section 51296). I (We) also request that the Board of Supervisors approve the rescission of the existing Land Conservation Contract(s) and simultaneously place the land subject to that (those) contract(s) under a new contract designating the property as a Farmland Security Zone.

**SECTION I - PROPERTY DESCRIPTION:**

(Add additional sheets if necessary.)

	Assessor's Parcel No.	No. of Acres	Owner's signature, name printed, mailing address, and phone #. (Only 1 owner per application need sign)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

**SECTION II - DECLARATION OF OWNERSHIP:** Signatures on this application are not required to be notarized.

I (We) the undersigned do certify (or declare) under penalty of perjury that I am (we are) the owner(s) of the property described in this application, and that this application, to the best of my (our) knowledge and belief, is true and correct..

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of partnership, corporation, etc.: \_\_\_\_\_  
\_\_\_\_\_

2. Name and title of person authorized to execute this application, and subsequent contracts, for the above named organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT “A”**

**FARMLAND SECURITY ZONE CONTRACT No. \_\_\_\_\_**

1. APN \_\_\_\_\_, described as:

**APPLICATION FOR A  
NON-RENEWAL OR PARTIAL NON-RENEWAL  
OF LAND CONSERVATION CONTRACT(S)**

COUNTY OF KINGS  
STATE OF CALIFORNIA

APPLICATION FOR NOTICE OF NON-RENEWAL OF WILLIAMSON ACT CONTRACT

For Office Use Only

Date: \_\_\_\_\_ Preserve No.: \_\_\_\_\_ Yr. \_\_\_\_\_

Receipt No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Received by: \_\_\_\_\_ Total Acres: \_\_\_\_\_

Partial Non-Renewal:  (Contains a portion of all properties under the contract number)

Non-Renewal:  (Contains all properties under the contract number)

To The Kings County Community Development Agency:

It is hereby requested that the Community Development Agency – Planning Division process this application for Notice of Non-renewal (Partial Non-renewal) for parcel(s) listed below which are in Agricultural Preserve pursuant to the *California Land Conservation Act of 1965* (Government Code Section 51200 et seq.)

**SECTION I - Property Description**

Assessors' Parcel No.	No. of Acres	*REQUIRED Contact Information: Name of Owner ~ Mailing Address ~ Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**SECTION II - DECLARATION OF OWNERSHIP**

I (We) hereby certify (or declare) under penalty of perjury that I am (we are) the owner(s) or authorized agent(s) of the property identified herein and that this application, to the best of my (our) knowledge and belief, is true and correct.

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of corporation trust etc. \_\_\_\_\_

\_\_\_\_\_

2. Name and title of person authorized to execute this application for the above named organization. \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A"**

**NON-RENEWAL OF LAND CONSERVATION CONTRACT No. \_\_\_\_\_**

1. APN \_\_\_\_\_, described as:

COUNTY OF KINGS  
STATE OF CALIFORNIA

APPLICATION FOR NOTICE OF NON-RENEWAL OF FARMLAND SECURITY ZONE CONTRACT

For Office Use Only

Date: \_\_\_\_\_ FSZ Zone No.: \_\_\_\_\_ Yr. \_\_\_\_\_

Receipt No.: \_\_\_\_\_ FSZ Contract No.: \_\_\_\_\_

Received by: \_\_\_\_\_ Total Acres: \_\_\_\_\_

Partial Non-Renewal:  (Contains a portion of all properties under the contract number)

Non-Renewal:  (Contains all properties under the contract number)

To The Kings County Community Development Agency:

It is hereby requested that the Community Development Agency process this application for Notice of Non-renewal (Partial Non-renewal) for parcels listed below which are in Farmland Security Zone, Agricultural Preserve pursuant to the *California Land Conservation Act of 1965* (Government Code Section 51200 et seq.)

**SECTION I - Property Description**

Assessors' Parcel No.	No. of Acres	*REQUIRED Contact Information: Name of Owner Mailing Address Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**SECTION II - DECLARATION OF OWNERSHIP**

I (We) hereby certify (or declare) under penalty of perjury that I am (we are) the owner(s) or authorized agent(s) of the property identified herein and that this application, to the best of my (our) knowledge and belief, is true and correct.

Signed	Date	City and State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the title to the property is other than a single, joint or multiple ownership, please use the following space to state precisely in what manner the title to the property is recorded (i.e., partnership, corporation, trust, estate, etc.)

1. Name of corporation trust etc. \_\_\_\_\_

\_\_\_\_\_

2. Name and title of person authorized to execute this application for the above named organization. \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT "A"**

**NON-RENEWAL OF FARMLAND SECURITY ZONE CONTRACT No. \_\_\_\_\_**

1. APN \_\_\_\_\_, described as:

**LANDOWNER’S STATEMENT OF COMPLIANCE WITH, AND UNDERSTANDING OF, THE CALIFORNIA LAND CONSERVATION “WILLIAMSON” ACT OF 1965**

The Kings County Community Development Agency requires that any application for a land division or a lot line adjustment, a zoning permit, or a building permit on any parcel restricted by a California Land Conservation “Williamson” Act of 1965 (Williamson Act) Contract shall be accompanied by a “Landowners Statement of Compliance with, and Understanding of, the California Land Conservation “Williamson” Act of 1965 (Landowners Statement of Compliance). Excepting there from building permits for the purposes of an agricultural well; the replacement of an existing septic system installed prior to January 1, 2004; the installation of solar equipment upon a structure; the remodeling, repairing, or making of improvements within a structure which does not increase the size of the structure; co-locating cellular communications equipment on an existing structure; or for the Compatible Uses listed in B6 through B12 of the “Uniform Rules for Agricultural Preserves in Kings County”. The “Uniform Rules for Agricultural Preserves in Kings County” states that during the term of a contract, the only uses permitted upon the land shall be Commercial Agricultural Uses and Compatible Uses. Until such time as sufficient evidence is presented to the County that the proposed land division or lot line adjustment, zoning permit, or building permit is compatible with the “Williamson” Act contract such approvals or permits cannot be issued. This document acts as a means for landowners to provide such evidence and to certify that they are in compliance with their “Williamson” Act Contract.

**Permit App. #:** \_\_\_\_\_, **APN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_,

**Applicant’s Name:** \_\_\_\_\_

**Applicant’s Address:** \_\_\_\_\_, \_\_\_\_\_, CA \_\_\_\_\_

**Ag Preserve No/FSZ No:** \_\_\_\_\_, **Effective Date:** \_\_\_\_\_, **Contract No:** \_\_\_\_\_,

**Approx. Acres under contract:** \_\_\_\_\_,

**Project Address:** \_\_\_\_\_, \_\_\_\_\_, CA \_\_\_\_\_.

1. Description of proposed project:

\_\_\_\_\_  
\_\_\_\_\_

2. Describe all existing buildings on the property, including their size, location, and use (include a site plan map):

\_\_\_\_\_  
\_\_\_\_\_

3. Describe the Commercial Agricultural Use or Compatible Use that currently exists, or is being established, on the property: **(A commercial agricultural operation is defined as an agricultural use listed in the “Uniform Rules for Agricultural Preserves in Kings County” that has a gross return of \$200 per acre of prime farmland or \$100 per acre of non-prime farmland per year for each acre of land under contract up to the minimum parcel size for the zone district in which it is located).** List number of acres under cultivation, the Assessor’s Parcel Numbers for the property, the type of crops planted on the land, and/or list the established compatible use.

\_\_\_\_\_  
\_\_\_\_\_

4. If you are not commercially farming this parcel of land, is it a part of a larger farming operation on another parcel or parcels? NO \_\_\_\_\_ YES \_\_\_\_\_ If so, please provide the Assessor's Parcel Number(s) associated with the larger farming operation, list the number of acres under cultivation, and type of crops planted on the land.

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5. Was this a home-site parcel created through a farm home retention or a transfer of title to a family member? NO \_\_\_\_\_ YES \_\_\_\_\_ If so, please provide the recording information below for the Parcel Map which created the parcel and provide the recording information pertaining to the Declaration of Intent and/or Joint Management Agreement if applicable:

Parcel Map, Book/Vol. \_\_\_\_\_ Page \_\_\_\_\_  
Declaration of Intent, Book/Page or Doc No. \_\_\_\_\_ and/or  
Joint Management Agreement, Book/Page or Doc No. \_\_\_\_\_

6. Explain how you intend to locate the proposed development on the property to minimize impacts and not to compromise long-term commercial agricultural operations on this or other parcels under contract.

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7. What is your long-term intent for the property in order to maintain the commercial agricultural viability of the parcel?

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8. We/I, the Landowner(s), make the following representations:
- 8.1 We/I acknowledge that the development as proposed will be conducted in such a way as to maintain the commercial agricultural viability of the parcel.
  - 8.2 We are/I am aware of the provisions of the "Williamson" Act (beginning at Section 51200 of the California Government Code) and of the allowable uses on "Williamson" Act contracted properties as defined by Kings County's "Uniform Rules" regulating "Williamson" Act contracted properties.
  - 8.3 We/I understand that AB1492 (Govt. Code section 51250) defines specific and substantial penalties if construction on the parcel is found by Kings County or the State of California to result in a material breach of the contract provisions. "The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building(s) and any related improvements on the contracted land."
  - 8.4 We/I acknowledge that the Department of Conservation has indicated that:  
"Residences not incidental to a Commercial Agricultural Use or Compatible Use are prohibited, and may trigger material breach of the contract penalties. These may include residences for family members not involved with the Commercial Agricultural Use or Compatible Use, or residences constructed on contracted parcels with no Commercial Agricultural Use or Compatible Use."
  - 8.5 We/I acknowledge that the development as proposed will not adversely affect the on-site or adjacent farming operations, and understand that the County has a "Right To Farm" Ordinance.

- 8.6 We/I understand that it is our/my sole responsibility as the landowner to ensure that all activities, uses, and construction on this parcel are in compliance with the provisions of the “Williamson” Act and Kings County regulations, and that those activities will not result in a breach or material breach of the “Williamson” Act contract.
- 8.7 The evidence we/I have provided in this application or in an attached written statement support the following findings:
- (a) The proposed project will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in Kings County.
  - (b) The proposed project will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted land in Kings County. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.
  - (c) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.
  - (d) A valid Commercial Agricultural Use or Compatible Use, as listed in the “Uniform Rules for Agricultural Preserves in Kings County” currently exists, or is being established, and will be maintained for the life of the land conservation contract.

**IN WITNESS WHEREOF**, we/I, the Owner and Applicant hereby certify that the information set forth in this “*Landowners Statement of Compliance with, and Understanding of, the “Williamson” Act*” is true and correct, and that we/I have read, understand and agree to perform the obligations under this Statement. We/I, the Owner and Applicant shall indemnify, defend and hold the Kings County Community Development Agency and Kings County, and their officers, agents and employees, harmless from and against any and all claims, damages and liabilities, including, but not limited to the cost of defending against any and all litigation including administrative proceedings and payment of attorney's fees that may arise from the permit process, any challenges to the permit, denial of the permit. The duty shall arise irrespective of whether the applicant, proponent or an opponent initiates such action.

**Property Owner(s):** \_\_\_\_\_  
 Signature Date

**Property Owner(s):** \_\_\_\_\_  
 Signature Date

**Applicant(s):** \_\_\_\_\_  
 (If different from above) Signature Date

FOR OFFICIAL USE ONLY:

**COMMUNITY DEVELOPMENT AGENCY ACKNOWLEDGEMENT OF LANDOWNER’S STATEMENT:**  
 Based on the landowner’s answers and/or evidence provided within this document, the Landowner has stated that they currently operate a Commercial Agricultural Use or a Compatible Use on this, or other land that they own and/or jointly farm and intend to continue that Commercial Agricultural Use or Compatible Use throughout the life of their “Williamson” Act Contract.

\_\_\_\_\_  
 Community Development Agency Representative’s Signature Date

## **APPENDIX C**

### **CONTRACT FORMS**

**FORM 1 - LAND CONSERVATION CONTRACT**

**FORM 2 - FARMLAND SECURITY ZONE CONTRACT outside a City Sphere of Influence  
Section 51296 of the Gov. Code**

**FORM 3 - FARMLAND SECURITY ZONE CONTRACT within a City Sphere of Influence  
Section 51296 of the Gov. Code**

**FORM 4 - RESCISSION AND NEW CONTRACT for a Lot Line Adjustment pursuant to Section  
51257 of the Gov. Code**

**FORM 5 - REINSTATEMENT OF A LAND CONSERVATION CONTRACT**

**FORM 6 - NOTICE OF NON-RENEWAL**

**FORM 7 - NOTICE OF PARTIAL NON-RENEWAL**

**FORM 8: - CERTIFICATE OF CONTRACT TERMINATION**

Recording requested by the  
Kings County Board of Supervisors

When recorded, return to the  
Kings County  
Community Development Agency  
Kings County Government Center  
1400 W. Lacey Blvd, Bldg #6  
Hanford, CA 93230

Space above this line for Recorder's use.

**LAND CONSERVATION CONTRACT**

**CONTRACT NO.** \_\_\_\_\_

**THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Owner" and the COUNTY OF KINGS, a political subdivision of the State of California, hereinafter referred to as the "County";

**WITNESSETH:**

**WHEREAS**, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in Exhibit A, and

**WHEREAS**, Subject Property is now devoted to agricultural uses and uses compatible thereto; and

**WHEREAS**, Subject Property is located in Agricultural Preserve No. \_\_\_\_\_ which was established by the Board of Supervisors of the County by Resolution No. \_\_\_\_\_; and

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

**WHEREAS**, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the *California Land Conservation Act of 1965*.

**WHEREAS**, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

**NOW, THEREFORE, IT IS AGREED** as follows:

1. This Contract is made and entered into pursuant to the provisions of the *California Land Conservation Act of 1965*; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.
2. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.
3. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.
4. There shall be no payment to the Owner by the County.
5. The term of this Contract shall be for ten (10) years, commencing on the 1st day of January, \_\_\_\_\_. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.
6. Subject to the provisions of Section 7, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.
7. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

8. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the subject property, or of less than a fee interest which will prevent the land from being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

10. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

11. This Contract shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By \_\_\_\_\_  
\_\_\_\_\_  
Chairman of the Board of Supervisors  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF CALIFORNIA  
COUNTY OF KINGS**

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board  
\_\_\_\_\_  
Clerk

Notary Public, please attach Certificate of Acknowledgment for owners signature.

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**FARMLAND SECURITY ZONE**

**CONTRACT NO. \_\_\_\_\_**

**INCLUDING A RESCISSION OF CONTRACT NO. \_\_\_\_\_,  
AND A PARTIAL RESCISSION OF CONTRACT NO. \_\_\_\_\_**

**AND ENTERING INTO  
THIS NEW CONTRACT IN ITS PLACE PURSUANT TO GOVERNMENT  
CODE SECTION 51296, FARMLAND SECURITY ZONE**

**THIS FARMLAND SECURITY ZONE CONTRACT, MADE AND EXECUTED THIS** \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, **by and**  
**between** \_\_\_\_\_

hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

**WITNESSETH:**

**WHEREAS**, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in "Exhibit A", and

**WHEREAS**, Subject Property is located in Farmland Security Zone No. \_\_\_\_; established by the Board of Supervisors of the County by Resolution No. \_\_\_\_-\_\_\_\_, and

**WHEREAS**, portions of the Subject Property have previously not been included in an agricultural preserve, but are now devoted to agricultural uses and uses compatible thereto and are now located in Agricultural Preserve No. \_\_\_\_\_, which was established by the Board of Supervisors of Kings County by Resolution No. \_\_\_\_\_; and

**WHEREAS**, the Subject Property has previously been included in Agricultural Preserve No. \_\_\_\_\_ under the provisions of County Resolution No. \_\_\_\_\_ and under the provisions of Land Conservation Contract No. \_\_\_\_\_, hereinafter collectively referred to as the "LCC Contract"; and

**WHEREAS**, pursuant to Government Code 51296 the Owner and County wishes to rescind the LCC Contract, and simultaneously place the Subject Property under new Farmland Security Zone Contract No. \_\_\_\_\_, and

**WHEREAS**, Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

**WHEREAS**, Subject Property is located in Agricultural Preserve No. \_\_\_\_ which was established by the Board of Supervisors of the County by Resolution No. \_\_\_\_-\_\_\_\_, and modified by the Board of Supervisors by Resolution No. \_\_\_\_-\_\_\_\_; and

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

**WHEREAS**, the Subject Property is not within the Sphere of Influence of any City, and

**WHEREAS**, the Subject Property is designated on the Kings County Important Farmland (*latest year*) Series map as predominantly [Prime farmland, Farmland of state wide significance, Unique farmland, Farmland of local importance, **or** other wise qualifies as Prime farmland pursuant to Section 51201(c) of the *California Land Conservation Act of 1965*]

**WHEREAS**, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the *California Land Conservation Act of 1965*, including the Farmland Security Zone provisions of the Act.

**WHEREAS**, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

**NOW, THEREFORE, IT IS AGREED** as follows:



1. The portion of Land Conservation Contract No. \_\_\_\_ as it pertains to that territory described therein is hereby rescinded, and this Farmland Security Zone Contract No. \_\_\_\_\_ is entered into to replace Land Conservation Contract No. \_\_\_\_\_ as part of Farmland Security Zone No. \_\_\_\_\_.

2. This Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolutions establishing the Agricultural Preserve and Farmland Security Zone within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.

5. There shall be no payment to the Owner by the County.

6. The initial term of this Contract shall be for twenty (20) years, commencing on the 1st day of January, and \_\_\_\_\_. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.

7. Subject to the provisions of Section 8, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

8. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

10. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

11. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

12. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KINGS

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

\_\_\_\_\_, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**FARMLAND SECURITY ZONE  
CONTRACT NO. \_\_\_\_\_**

**INCLUDING A RESCISSION OF CONTRACT NO. \_\_\_\_\_, AND ENTERING INTO  
THIS NEW CONTRACT IN ITS PLACE PURSUANT TO GOVERNMENT  
CODE SECTION 51296, FARMLAND SECURITY ZONE**

**THIS FARMLAND SECURITY ZONE CONTRACT, MADE AND EXECUTED THIS** \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

**WITNESSETH:**

**WHEREAS**, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in "Exhibit A", and

**WHEREAS**, pursuant to Government Code 51296 the Owner of the Subject Property wishes to rescind Land Conservation Contract No. \_\_\_\_\_, and simultaneously place the Subject Property under new Contract No. \_\_\_\_\_, thus designation the Subject Property as a Farmland Security Zone; and

**WHEREAS**, Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

**WHEREAS**, Subject Property is located in Agricultural Preserve No. \_\_\_ which was established by the Board of Supervisors of the County by Resolution No. \_\_\_-\_\_\_, and modified by the Board of Supervisors by Resolution No. \_\_\_-\_\_\_; and

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

**WHEREAS**, Subject Property is located in Farmland Security Zone No. \_\_\_\_\_; established by the Board of Supervisors of the County by Resolution No. \_\_\_-\_\_\_, and

**WHEREAS**, the Subject Property is within the Sphere of Influence of the City of \_\_\_\_\_, and

**WHEREAS**, the Subject Property is designated on the Kings County Important Farmland (*latest year*) Series map as [Prime farmland, Farmland of state wide significance, Unique farmland, Farmland of local importance, **or** other wise qualifies as Prime farmland pursuant to Section 51201(c) of the California Land Conservation Act of 1965]

**WHEREAS**, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the California Land Conservation Act of 1965, including the Farmland Security Zone provisions of the Act.

**WHEREAS**, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

**NOW, THEREFORE, IT IS AGREED** as follows:

1. The portion of Land Conservation Contract No. \_\_\_ as it pertains to that territory described therein is hereby rescinded, and this Land Conservation Contract No. \_\_\_\_\_ is entered into to replace Land Conservation Contract No. \_\_\_\_\_ as part of Farmland Security Zone No. \_\_\_\_\_.

2. This Contract is made and entered into pursuant to the provisions of the *California Land Conservation Act of 1965*; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolutions establishing the Agricultural Preserve and Farmland Security Zone within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.

5. There shall be no payment to the Owner by the County.

6. The initial term of this Contract shall be for twenty (20) years, commencing on the 1st day of January, 20\_\_\_. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.

7. Subject to the provisions of Section 8, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

8. This Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

9. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the *California Land Conservation Act of 1965* for the cancellation of Contracts.

10. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the Subject Property, which is so condemned or acquired.

11. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

12. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KINGS

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board  
\_\_\_\_\_, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Building #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**LAND CONSERVATION CONTRACT  
CONTRACT NO. \_\_\_\_\_**

**INCLUDING A RESCISSION OF CONTRACT NO. \_\_\_\_\_, AND ENTERING INTO THIS NEW  
CONTRACT NO. \_\_\_\_\_ IN ITS PLACE PURSUANT TO GOVERNMENT CODE SECTION 51257**

**THIS NEW LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_**

hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

**WITNESSETH:**

**WHEREAS**, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described as follows:

See Exhibit "A"

**WHEREAS**, the Owner of the Subject Property wishes to adjust the property lines between this parcel and another parcel that is not restricted by a Land Conservation Contract; and

**WHEREAS**, pursuant to Government Code Section 51257 the boundary of the contracted land may be adjusted to accommodate such minor boundary changes by rescinding the current contract on the Subject Property and entering into a new contract for the "New Subject Property;" and

**WHEREAS**, the New Subject Property will continue to be devoted to agricultural uses and uses compatible thereto; and

**WHEREAS**, Subject Property is located in Agricultural Preserve No. 301 which was established by the Board of Supervisors of the County by Resolution No. \_\_\_\_-\_\_\_\_, **and modified by the Board of Supervisors by Resolution No. \_\_\_\_-\_\_\_\_;** and

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

**WHEREAS**, both the Owner and the County intend that the terms, conditions and restrictions of this contract be substantially similar to Contracts authorized by the California Land Conservation Act of 1965.

**NOW, THEREFORE, IT IS AGREED** as follows:

1. The portion of Land Conservation Contract No. \_\_\_\_ as it pertains to the Subject Property is hereby rescinded, and this new Contract No. \_\_\_\_\_ is entered into to replace Land Conservation Contract No. \_\_\_\_\_, and the New Subject Property as a result of a certain lot line adjustment as shown on the **Parcel Map Waiver for Lot Line Adjustment No. \_\_\_\_\_/Parcel Map** recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_/in Book \_\_\_\_\_ at Page \_\_\_\_\_ of **Parcel Maps**, Kings County Records, is described as follows:

See Exhibit “B”

2. This new Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.

3. During the term of this new Contract and any renewals thereof the New Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by Resolution, add to the permissible uses of the New Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the term of the contract and any renewals thereof eliminate any of the permitted uses for the New Subject Property, as set forth in said Resolution, without the prior written consent of the Owner.

4. Nothing in this new Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the New Subject Property.

5. There shall be no payment to the Owner by the County.

6. The initial term of this Contract shall be for ten (10) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Benefits of this contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this contract.

7. This new Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

8. This new Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the subject property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this new Contract shall automatically and immediately become null and void with regard to that portion of the New Subject Property, which is so condemned or acquired.

10. Any notices required to be given to the County under this new Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him or her at the address of the New Subject Property as it is shown on the latest adopted tax roll of Kings County.

11. This new Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

12. This new Land Conservation Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this new Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the new Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. This new Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

**IN WITNESS WHEREOF**, the parties have executed this new Contract as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By: \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board of Supervisors

(owner name here)

\_\_\_\_\_  
(owner name here)

STATE OF CALIFORNIA  
COUNTY OF KINGS

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

\_\_\_\_\_ Clerk

State of California  
County of Kings

On \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, a Notary public personally appeared \_\_\_\_\_, 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 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 \_\_\_\_\_

My commission expires:\_\_\_\_\_

END OF DOCUMENT

Recording requested by the Kings County Board of Supervisors  <hr/> When recorded, return to: Kings County Community Development Agency Kings County Government Center Hanford, CA 93230	
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Space above this line for Recorder's use.

**REINSTATEMENT OF LAND CONSERVATION**

**CONTRACT NO. \_\_\_\_\_**

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter OWNER(S)) and the **County of Kings** (hereinafter COUNTY).

**WHEREAS**, the OWNER(S) and the COUNTY are parties to Land Conservation Contract No. \_\_\_\_\_; and

**WHEREAS**, on about, \_\_\_\_\_, the owners filed a Notice of [Partial] Non-Renewal of said Contract; and

**WHEREAS**, the OWNER(S) desire to rescind said Notice of [Partial] Non-Renewal, and reinstate Land Conservation Contract No. \_\_\_\_\_ to full status on the terms, covenants and conditions below; and

**WHEREAS**, the COUNTY has no objection to said rescission and reinstatement on the terms, covenants and conditions below:

**NOW, THEREFORE, BE IT AGREED** as follows:

1. The OWNER(S) hereby rescinds the Notice of [Partial] Non-Renewal of Land Conservation Contract No. \_\_\_\_\_, and agrees to the full reinstatement thereof upon the same terms, covenants and conditions stated therein, and as provided by the statutes pertaining thereto.
2. The COUNTY hereby consents to said rescission and reinstatement.
3. The OWNER(S) expressly state that to the best of OWNER'S knowledge and belief the OWNER(S) gained no tax, land development or other advantage between the date of the original rescission of Contract No. \_\_\_\_\_, and the date of its reinstatement, except as permitted in the Kings County Uniform Rules for Agricultural Preserves.
4. Land Conservation Contract No. \_\_\_\_\_ shall be reinstated and become effective on January 1, 20\_\_.
5. All documents including the withdrawal of the Notice of Non-Renewal necessary to be executed, filed or recorded in order to reinstate said Contract No. \_\_\_\_\_ shall be executed, filed and recorded by the respective parties.
6. The OWNERS shall pay the ordinary fee charged by the COUNTY for processing a Notice of Non-Renewal for this rescission of said notice, and any recording or other normal fees related thereto.
7. A copy of said Land Conservation Contract No. \_\_\_\_\_ shall be attached hereto as Exhibit "A" and is incorporated herein as if fully set forth.
8. The OWNERS shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees, from any act of omission of any kind related to this Agreement.
9. OWNERS expressly understand and agree that OWNERS have obtained or have had the opportunity to obtain legal and tax advice from an attorney or tax consultant of OWNERS choice on the legal and tax consequences of entering into this Agreement and of the rescission of the Notice of Non-Renewal and of the reinstatement of Land Conservation Contract, and enter into this Agreement freely and fully understanding the legal and tax consequences thereof.
10. The Chairman of the Kings County Board of Supervisors shall execute this agreement on behalf of the Kings County Board of Supervisors.



**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KINGS

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

\_\_\_\_\_, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**NOTICE OF NON-RENEWAL OF LAND CONSERVATION CONTRACT**

**CONTRACT NO.** \_\_\_\_\_

**NOTICE IS HEREBY GIVEN BY "OWNER(S)"** that the Land Conservation Contract No. \_\_\_\_\_, in its entirety, by and between \_\_\_\_\_

\_\_\_\_\_ and the **County of Kings**, recorded \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in Book \_\_\_\_\_, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of said Contract is January 1, \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties have executed this Notice of Non-renewal as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KINGS

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board  
\_\_\_\_\_, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

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**NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT**

**CONTRACT NO.** \_\_\_\_\_

**NOTICE IS HEREBY GIVEN BY "OWNER(S)"** that a portion of Land Conservation Contract No. \_\_\_\_\_, as described in Exhibit "A" attached thereto, by and between \_\_\_\_\_

\_\_\_\_\_ and the **County of Kings**, recorded \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in Book \_\_\_\_\_, of the Official Records of Kings County, California, **IS NOT TO BE RENEWED.** The expiration date of said portion of the Contract is January 1, \_\_\_\_.

**IN WITNESS WHEREOF**, the parties have executed this Partial Notice of Non-renewal as of the date first above written.

**COUNTY OF KINGS**

**OWNERS**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KINGS

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared \_\_\_\_\_, Chairman of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

\_\_\_\_\_, Clerk

Attach Notary Public Certificate of Acknowledgment for owners' signature on separate page:

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd., Bldg. #6 Hanford, CA 93230	

Space above this line for Recorder's use.

## CERTIFICATE OF CONTRACT TERMINATION

Pursuant to section 51243.5(h) of the California Government Code, the City of \_\_\_\_\_ hereby chooses the option to not succeed to the rights, duties, and powers of the County of Kings, and terminates the following described Land Conservation Contract.

In \_\_ (year) \_\_ the owners of certain property described below made an application to the County of Kings to contract with the County, under the *California Land Conservation Act of 1965*. The City exercised its option to protest and not succeed to the rights, duties, and powers of the county under the contract if the territory was annexed in the future. In order for the protest to be valid each of the following actions had occurred:

- (1) The land being annexed was within one mile of the city's boundary when the contract was executed.

The subject contracted land was within one mile of that certain city territory annexed prior to January 1, \_\_\_\_, the effective date of the contract. Said territory is shown on the map recorded in Vol. \_\_, at Page \_\_, Licensed Surveyors Plats, Kings County Records. The most distant point of the contracted property to the nearest point on the city boundary is approximately \_\_\_\_ feet.

- (2) The city had filed with the local agency formation commission a resolution protesting the execution of the contract.

The City of \_\_\_\_\_ adopted Resolution No. \_\_\_\_, protesting the establishment the agricultural preserve and entering into the contract by the Board of Supervisors, on {date}, and filed it with the Kings County LAFCo Executive Officer.

- (3) The local agency formation commission had held a hearing to consider the city's protest to the contract.

Kings County LAFCo held a public hearing to consider the protest at its regular meeting held {date}.

- (4) The local agency formation commission had found that the contract would be inconsistent with the publicly desirable future use and control of the land.

Kings County LAFCo adopted Resolution No. \_\_\_\_ on {date},, which included a finding that the contract would be inconsistent with the publicly desirable future use and control of the land by the City of \_\_\_\_\_.

- (5) The local agency formation commission had approved the city's protest.

Kings County LAFCo adopted Resolution No. \_\_\_\_ on {date},, which upheld the protest by the City of \_\_\_\_\_.

Based on the above, Land Conservation Contract No. \_\_\_\_\_, recorded on {date}, in Book \_\_\_\_\_, Page \_\_\_\_\_ for the following described property:

“Legal description”

is hereby cancelled upon the recording of this certificate.

\_\_\_\_\_, Mayor of the City of \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

## APPENDIX D

### PROCEDURES FOR ESTABLISHING OR ENLARGING AGRICULTURAL PRESERVES AND WILLIAMSON ACT CONTRACTS

#### A. APPLICATION FILING:

Applications will only be accepted between August 1 and September 30 of each year, unless the application period is suspended by the County.

One or more property owners may apply on a single application. However, each separate ownership will require a separate contract.

Applications may be submitted in person at the Kings County Community Development Agency Office, or by mail if they are accompanied by a check for the full amount of the required fees, to:

Kings County Community Development Agency  
Kings County Government Center, Bldg. 6  
1400 W. Lacey Blvd.  
Hanford, CA 93230

#### B. SUPPORTING DOCUMENTATION:

Each application shall be accompanied with the following documentation:

1. Copy of the current deed for each parcel of land in the application with the current Assessor's Parcel Number (APN) reference to that parcel.
2. A list, or lists, of the legal descriptions for each parcel in the application, ready for recording as "EXHIBIT A" of the Land Conservation "Williamson" Contract. Each separate contract must have its own separate list of legal descriptions. The following example is provided as a guide:

#### EXHIBIT "A"

##### LAND CONSERVATION CONTRACT NO. \_\_\_\_\_

1. APN: 006-010-001, containing 359.09 acres, described as:

The North half, and the Northwest quarter of the Northwest quarter of Section 32, Township 18 South, Range 19 East, MDB&M, excepting therefrom the South 30 feet deeded to Kings County for road purposes according to the deed recorded in Book 976, at Page 1021, Kings County records, on January 21, 1994.

2. APN: 014-020-002 and 014-020-003, containing a total of 100 acres, described as:

All of that real property shown as Parcel 1, of that Parcel Map recorded in Volume 15 of Parcel Maps, at page 65, Kings County Records, recorded December 3, 1985.

3. APN: 044-030-004, containing 1,280 acres, described as:

Sections 2 and 3, Township 24 South, Range 22 East, MDB&M.

4. *"Add as many parcel as necessary using this format"*

**C. FEES:**

Each application shall be accompanied by the following fees:

Agricultural Preserve Application filing fee:	\$551
Williamson Act Contract filing fee (for each contract):	\$882
Recording fee for each contract:	\$13 for the 1st page, & \$3 for each additional page

**Example:** Each application shall be accompanied by an application fee and a separate contract fee for each contract. A separate contract will be required for each ownership that is different. For example, if John Jones owns 525 acres, 425 of which is owned as “Jones Farms, Inc.,” and the other 100 acres is owned by “John Jones and Jane Jones, Joint Tenants,” one application, at \$551, and two separate contracts will be required, at \$882 each. The Community Development Agency will estimate the fees for each application. Any additional fees will be required to be paid before the contracts are recorded. Overpayment will be refunded before January 31, of the following year.

**SAMPLE CALCULATION** for the above example:

Application filing fee:	1 application	\$551.00
Contract fee:	2 contracts at \$882 each	\$1764.00
Total for Application:		\$2315.00
Recording fee:	2 contracts @ \$13 for 1st pg. & \$3 for ea. additional page)	\$ 26.00
GRAND TOTAL*		\$3286.25

\* Each application will be calculated separately

Checks shall be made out to the “Kings County ” Cash will only be accepted between 8 a.m. and 4 p.m. Monday through Friday in the Community Development Agency Office. **DO NOT MAIL CASH.**

**D. FOR ADDITIONAL INFORMATION CONTACT:**

Kings County Community Development Agency at (559) 852-2670

Upon request forms will be supplied via e-mail as an attachment to a message. They are in “Word for Windows” format only. Applications will not be accepted for review via e-mail since original signatures are required, and the fee payment must be received in full by the Kings County Community Development Agency with the application before will be processed.

## APPENDIX E

### PROCEDURES FOR NEW FARMLAND SECURITY ZONES AND CONTRACTS

#### A. APPLICATION FILING:

Applications will only be accepted between August 1 and September 30 of each year, unless the application period is suspended by the County.

One or more property owners may apply on a single application. However, each separate ownership will require a separate contract.

Applications may be submitted in person at the Kings County Community Development Agency Offices, or by mail if they are accompanied by a check for the full amount of the required fees, to:

Kings County Community Development Agency  
Kings County Government Center, Bldg. 6  
1400 W. Lacey Blvd.  
Hanford, CA 93230

#### B. SUPPORTING DOCUMENTATION:

Each application shall be accompanied with the following documentation:

1. Copy of the current deed, or other documentation as proof that the applicant owns the property, for each parcel of land in the application with the current Assessor's Parcel Number (APN) reference to that parcel.
2. A list, or lists, of the legal descriptions for each parcel in the application, ready for recording as "EXHIBIT A" of the Farmland Security Zone Contract. Each separate contract must have its own separate list of legal descriptions. The following example is provided as a guide:

#### EXHIBIT "A"

##### FARMLAND SECURITY ZONE CONTRACT NO. \_\_\_\_\_

1. APN: 006-010-001, containing 359.09 acres, described as:  
  
The North half, and the Northwest quarter of the Northwest quarter of Section 32, Township 18 South, Range 19 East, MDB&M, excepting therefrom the South 30 feet deeded to Kings County for road purposes according to the deed recorded in Book 976, at Page 1021, Kings County records, on January 21, 1994.
2. APN: 014-020-002 and 014-020-003, containing a total of 100 acres, described as:  
  
All of that real property shown as Parcel 1, of that Parcel Map recorded in Volume 15 of Parcel Maps, at page 65, Kings County Records, recorded December 3, 1985.
3. APN: 044-030-004, containing 1,280 acres, described as:  
  
Sections 2 and 3, Township 24 South, Range 22 East, MDB&M.
4. *"Add as many parcel as necessary using this format"*

**C. FEES:**

Each application shall be accompanied by the following fees:

Farmland Security Zone Application filing fee:	\$551
Farmland Security Zone Contract filing fee (for each contract):	\$882
Recording fee for each contract:	\$13 for the 1st page, & \$3 for each additional page

**Example:** Each application shall be accompanied by an application fee and a separate contract fee for each contract. A separate contract will be required for each ownership that is different. For example, if John Jones owns 525 acres, 425 of which is owned as “Jones Farms, Inc.,” and the other 100 acres is owned by “John Jones and Jane Jones, Joint Tenants,” one application, at \$551, and two separate contracts will be required, at \$882 each. The Community Development Agency will estimate the fees for each application. Any additional fees will be required to be paid before the contracts are recorded. Overpayment will be refunded before January 31, of the following year.

**SAMPLE CALCULATION** for the above example:

Application filing fee:	1 application	\$551.00
Contract fee:	2 contracts at \$882 each	\$1764.00
<hr/>		
Total for Application:		\$2315.00
Recording fee:	2 contracts @ \$13 for 1st pg. & \$3 for ea. additional page)	\$ 26.00
GRAND TOTAL*		\$3286.25

Checks shall be made out to the “Kings County.” Cash will only be accepted between 8 a.m. and 4 p.m. Monday through Friday in the Community Development Agency Office. **DO NOT MAIL CASH.**

**D. FOR ADDITIONAL INFORMATION CONTACT:**

Kings County Community Development Agency at (559) 852-2670

Upon request forms will be supplied via e-mail as an attachment to a message. They are in “Word for Windows” format only. Applications will not be accepted for review via e-mail since original signatures are required, and the fee payment must be received in full by the Kings County Community Development Agency with the application before will be processed.



## APPENDIX F

### PROCEDURES FOR NON-RENEWAL OR PARTIAL NON-RENEWAL

#### A. APPLICATION FILING:

Applications will be accepted any time of the year. However, in order for the non-renewal to take effect by the next assessment date, January 1, the application must be filled with the Kings County Community Development Agency on or before September 30 to qualify for the following year's assessment.

Each contract will require a separate notice of non-renewal or notice of partial non-renewal. In addition, each separate ownership within a contract will require a separate notice of non-renewal or partial non-renewal.

Applications may be submitted in person at the Kings County Community Development Agency Office, or by mail if they are accompanied by a check for the full amount of the required fees, at:

Kings County Community Development Agency  
Kings County Government Center, Bldg. 6  
1400 W. Lacey Blvd.  
Hanford, CA 93230

#### B. SUPPORTING DOCUMENTATION:

Each application shall be accompanied with the following documentation:

1. Copy of the current deed, or other documentation as proof that the applicant owns the property, for each parcel of land in the application with the current Assessor's Parcel Number (APN) reference to that parcel.
2. A Legal Description Exhibit must be prepared and attached for inclusion with the final Non-Renewal document.

#### C. FEES:

Each application shall be accompanied by the following fees:

Notice of Non-renewal application filing fee:	\$ 331
Notice of Partial Non-renewal application filing fee:	\$ 331
Recording fee for each contract:	\$13 for the 1st page, & \$3 for each additional page

Checks shall be made out to the "Kings County." Cash will only be accepted between 8 a.m. and 4 p.m. Monday through Friday in the Community Development Agency Office. **DO NOT MAIL CASH.**

#### D. FOR ADDITIONAL INFORMATION CONTACT:

Kings County Community Development Agency at (559) 852-2670

Upon request forms will be supplied via e-mail as an attachment to a message. They are in "Word for Windows" format only. Applications will not be accepted for review via e-mail since original signatures are required, and the fee payment must be received in full by the Kings County Community Development Agency with the application before will be processed.

## APPENDIX G

### PROCEDURES FOR CANCELLATION

# ***WILLIAMSON ACT AND FARMLAND SECURITY ZONE CONTRACT CANCELLATION PROCEDURES USED BY THE COUNTY OF KINGS***

The following outline of procedures for cancellation of Williamson Act and Farmland Security Zone Contracts was prepared by Kings County Community Development Agency Staff for use by landowners within Kings County, CA, who wish to petition for cancellation. It should be noted that petitioning for cancellation does not guarantee automatic cancellation. Non-renewal is the preferred method of termination of a contract, not cancellation. Cancellation is only an option if there is no other relief available, and all of the findings required by law can be legitimately made. The *California Land Conservation Act of 1965* as enacted under Chapter 7, Article 5 of Statutes (Government Code Sections 51280-51287) establishes procedures for and a land owner right to apply for cancelation of a Williamson Act or Farmland Security Zone Contract.

- 1. Request by Landowner (51281):** Only the landowner can petition for cancellation (51281). The petition may include all of the contracted land or only a portion (51282.(a)). (See Petition for Cancellation Form 1 at the end of this Appendix)
- 2. Petition filing fees (51281.1):** Section 51281.1 of the Act states that the board may require the payment of a reasonable application fee to be made at the time a petition for cancellation is filed. Kings County has adopted a fee requirement to recover the actual cost of processing the petition. This is done by estimating the cost to process the petition. The applicant shall then deposit the estimated amount to cover the cost of processing the petition with the Community Development Agency at the time the petition is filed. The application is not deemed complete without the deposit. The estimated cost is based on the following method for calculating charges:

Planning:	xx hours @	\$x.xx/hr =	\$xxx.xx
Recording fees:			
@ \$8 for 1st page and \$3 for each additional page:			\$xxx.xx
Pub. Hearing Notice	\$x.xx	=	\$xxx.xx
Assessor:	xx hours @	\$x.xx/hr =	\$xxx.xx
County Counsel:	xx hours @	\$x.xx/hr =	\$xxx.xx
County Auditor Controller:	xx hours @	\$x.xx/hr =	\$xxx.xx
County Treasurer:	xx hours @	\$x.xx/hr =	\$xxx.xx
Total:			\$xxx.xx

Planning staff will keep an accounting of the costs incurred in processing the petition, and refund any money that is unspent. However, if the cost exceeds the estimate, the applicant will be required to make an additional payment covering the additional cost before the project is completed, i.e., prior to the final hearing by the Board of Supervisors.

**Recovery of costs under this article; fees (51287):** The county may impose a fee pursuant to Chapter 8 (commencing with Section 66016) of Division 1 of Title 7 for recovery of costs under this article. The fee shall not exceed an amount necessary to recover the reasonable cost of services provided by the county under this article.

### **3. Home Site Development Policy**

Kings County will continue to enforce the provisions Williamson Act or Farmland Security Zone contracts. This is necessary to maintain the integrity of the Williamson Act program. The restrictions are listed in the “Uniform Rules for Agricultural Preserves in Kings County” and are consistent with sections 51231, 51238, 51238.1, and 51250 of the Act. Due to recent changes to the Act the Kings County Officials responsible for approving or issuing building permits, zoning permits, and land divisions will thoroughly review applications on land restricted by Williamson Act and Farmland Security Zone contracts to ensure the structures or development are incidental to the “Commercial Agricultural Uses” and “Compatible Uses” of the contracted land. A warning will be issued with all such permits and approvals.

**10 Acre Presumption** –The Williamson Act (Section 51222) presumes that a parcel is:

“...large enough to sustain an agricultural use if it is (1) at least 10 acres in size in the case of prime agricultural land, or at least 40 acres in size in the case of land which is not prime agricultural land.”

Therefore, if the farmable portion of the remainder of a parcel meets the above acreage criteria after a home site (a home site is presumed to be not less than one (1) acre in size) is developed, and income is derived from the crops or livestock grown on the site, then the home site will be considered “incidental to the commercial agricultural use of the land.”

If the farmable portion of the parcels remaining after the home site is developed is less than 10 acres for prime land, or 40 acres for non-prime land, the owner will have to provide suitable documentation to demonstrate that farmable acreage after the home site is developed will still support a “commercial agricultural” use.

**Relief from Contract Provisions** – Sections 51280 through 51287 (Section 51297 for Farmland Security Zone contracts) provide for contract cancellation if specified findings can be made (see Section 4 below). These findings are difficult to make and are made on a case by case basis.

**4. Grounds for tentative approval for cancellation (51282):**

The board can only approve cancellation if certain specified findings are made. These findings are not made lightly and only real reasons which conform to the law will be considered. State law requires that at least one of the following two findings must be made:

A. The cancellation is consistent with the purposes of this chapter.

The board can find that cancellation is “consistent with the purposes of this chapter” only if all of the five following findings are made:

1. That the cancellation is for land on which a notice of non-renewal has been served pursuant to Section 51245.
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 city or county general plan.
4. That cancellation will not result in discontinuous patterns of urban development.
5. That there is no proximate non-contracted 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 non-contracted land.

("Proximate, non-contracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.)

("Suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such non-restricted land may be a single parcel or may be a combination of contiguous or discontinuous parcels.)

**OR**

B. That cancellation is in the public interest.

For purposes this paragraph 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 non-contracted 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 non-contracted land.

**5. Uneconomic character of the existing agricultural use (51282(d)):** The uneconomic character of an existing agricultural use shall not by itself be sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

**6. Proposed alternative use of the site (51282(e)):** The landowner's petition shall be accompanied by a proposal for a specific alternative use of the land. The proposal for the specific alternative use shall list those governmental agencies known by the landowner to have permit authority related to the proposed alternative use, and the provisions and requirements of Section 51283.4 shall be fully applicable thereto (see Section 9 of these procedures). The level of

specificity required in a proposal for a specified alternate use shall be determined by the board as that necessary to permit them to make the findings required.

**7. Findings and Environmental Review (51282(f)):** In approving a cancellation, the board is not required to make any findings other than those expressly set forth in the Act, and those required by CEQA (environmental review). However, the proposed alternative use of the site must meet all general plan, zoning, land division, or other development regulations that are in place.

**8. Cancellation fee; amount; waiver or extension of time; disposition; operative date (51283(a), (b), and (c)):**  
**Assessor's duties:** Prior to any action by the board giving tentative approval to the cancellation of any contract, the county assessor shall determine the current fair market value of the land as though it were free of the contractual restriction. The assessor shall certify to the board the cancellation valuation of the land for the purpose of determining the cancellation fee.

**Deferred tax payment:** Prior to giving tentative approval to the cancellation of any contract, the board shall determine and certify to the county auditor the amount of the cancellation fee which the landowner shall pay the county treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 12½ percent of the cancellation valuation of the property. (51283(b))

**Deferred tax waiver or extension of payment time:** If the board finds that it is in the public interest to do so, it may waive any payment or any portion of a payment by the landowner, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of the contract, had it not been canceled, if all of the following occur:

- (1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to the owner.
- (2) The board has determined that it is in the best interests of the program to conserve agricultural land use that the payment be either deferred or is not required.
- (3) The waiver or extension of time is approved by the Secretary of the Resources Agency. The secretary shall approve a waiver or extension of time if the secretary finds that the granting of the waiver or extension of time by the board is consistent with the policies of this chapter and that the board complied with this article. In evaluating a request for a waiver or extension of time, the secretary shall review the findings of the board, the evidence in the record of the board, and any other evidence the secretary may receive concerning the cancellation, waiver, or extension of time. (51283(c))

**9. Payment to the State Controller (51283(e)):** When deferred taxes required by this section are collected, they shall be transmitted by the county treasurer to the [State] Controller and deposited in the [State] General Fund. The funds collected by the county treasurer with respect to each cancellation of a contract shall be transmitted to the [State] Controller within 30 days of the execution of a certificate of cancellation of contract by the board, as specified in subdivision (b) of Section 51283.4.

**10. Petition accompanied by proposal for specified alternative use; certificate of tentative cancellation; recordation; notice; certificate of cancellation of contract or withdrawal of tentative approval; execution (51283.4)**

**Certificate of tentative cancellation:** Upon tentative approval of a petition accompanied by a proposal for a specified alternative use of the land, the clerk of the board shall record in the office of the county a certificate of tentative cancellation, which shall set forth the following:

1. Name of the landowner requesting the cancellation,
2. The fact that a certificate of cancellation of contract will be issued and recorded at such time as specified conditions and contingencies are satisfied,
3. A description of the conditions and contingencies which must be satisfied, and
4. A legal description of the property.

**Conditions:** Conditions to be satisfied shall include:

1. Either
  - a. Payment in full of the amount of the fee computed under the provisions of Sections 51283 (Paragraph 7 above) and 51283.1 (repealed in 1986), together with a statement that unless the fee is paid, or
  - b. A certificate of cancellation of contract is issued within one year from the date of the recording of the certificate of tentative cancellation, (**NOTE:** such fee shall be recomputed as of the date the landowner notifies the board that he has satisfied the conditions and contingencies enumerated in the certificate of tentative cancellation).

2. Any provisions related to the waiver of such fee or portion thereof shall be treated in the manner provided for in the certificate of tentative cancellation.
3. Contingencies to be satisfied shall include a requirement that the landowner obtain all permits necessary to commence the project. The board or council may, at the request of the landowner, amend a tentatively approved specified alternative use if it finds that such amendment is consistent with the findings made pursuant to subdivision (f) of Section 51282.1 or subdivision (a) of Section 51282, whichever is applicable. (51283.4(a))
4. The landowner shall notify the board when he has satisfied the conditions and contingencies enumerated in the certificate of tentative cancellation. Within 30 days of receipt of such notice, and upon a determination that the conditions and contingencies have been satisfied, the board shall execute a certificate of cancellation of contract and cause the same to be recorded. (51283.4(b))

**Failure to complete conditions and contingencies:** If the landowner has been unable to satisfy the conditions and contingencies enumerated in the certificate of tentative cancellation, the landowner shall notify the board of the particular conditions or contingencies he is unable to satisfy. Within 30 days of receipt of such notice, and upon a determination that the landowner is unable to satisfy the conditions and contingencies listed, the board shall execute a certificate of withdrawal of tentative approval of a cancellation of contract and cause the same to be recorded.

**No return of fees:** If the landowner is unable to satisfy the conditions for cancellation, he or she, shall not be entitled to the refund of any of the expended portion of the cancellation fee previously paid. (51283.4(c))

#### 11. Notice and hearing (51284)

**Hearing:** No contract may be canceled until after the county has given notice of, and has held, a public hearing on the matter.

Notice of the hearing shall be:

- a. Published pursuant to Section 6061, and
- b. Shall be mailed to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the land upon which the contract is proposed to be canceled, and
- c. At least 10 working days prior to the hearing, a notice of the hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation.

**Post hearing notice:** Within 30 days of the tentative cancellation of the contract, the county shall publish a notice of its decision, including the date, time, and place of the public hearing, a general explanation of the decision, the findings made pursuant to Section 51282, and a general description, in text or by diagram, of the land under contract, as a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the city or county.

In addition, within 30 days of the tentative cancellation of the contract, the city or county shall deliver a copy of the published notice of the decision, as described above, to the Director of Conservation. The publication shall be for informational purposes only, and shall create no right, standing, or duty that would otherwise not exist with regard to the cancellation proceedings.

**12. Protest (51285):** The owner of any property located in the county in which the agricultural preserve is situated may protest such cancellation to the county conducting the hearing.

**13. Review; limitation of actions (51286):** Any action or proceeding which, on the grounds of alleged noncompliance with the requirements of this chapter, seeks to attack, review, set aside, void, or annul a decision of the board to cancel a contract shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure.

The action or proceeding shall be commenced within 180 days from the board order acting on a petition for cancellation filed under this chapter.

A PETITION FOR THE  
CANCELLATION OF

LAND CONSERVATION CONTRACT(S) UNDER THE CALIFORNIA LAND CONSERVATION  
(WILLIAMSON) ACT OF 1965)

TO THE BOARD OF SUPERVISORS OF THE )  
COUNTY OF KINGS, STATE OF CALIFORNIA)

I (We), the undersigned, owner(s) of the land described in Land Conservation Contract(s) No. \_\_\_\_\_, or Farmland Security Zone Contract(s) No. \_\_\_\_\_, recorded in Official Kings County Records as Document (Instrument) No. \_\_\_\_\_ in Book \_\_\_\_\_, Page(s) \_\_\_\_\_, do hereby petition for the cancellation of said contract(s) in accordance with Article 5 (commencing with Section 51280 of the Government Code).

The following sets forth in detail the reasons for the request for cancellation, and why the owner(s) believe the contract(s) should be canceled (attach additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s) of the Owner(s)

I, one of the owners named above, declare under penalty of perjury that the above is true and correct.

Executed at \_\_\_\_\_, California, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

## APPENDIX H

### Guidelines for Issuing or Approving Development Permits on Land Restricted by Williamson Act Contracts

Kings County will continue to enforce the provisions of the *California Land Conservation (Williamson) Act of 1965* (including Farmland Security Zone) contracts when development of the restricted land is proposed. This is necessary to maintain the integrity of the Williamson Act program, and to ensure that property owners do not fall into material breach of the Williamson Act contract restricting the use of the land because of the improvement they make. The restricted uses of land under contract are listed in the “*Uniform Rules for Agricultural Preserves in Kings County*.” Those uses are consistent with sections 51231, 51238, 51238.1, and 51250 of the Williamson Act. Due to recent changes to the “Williamson Act,” the Kings County Officials responsible for issuing or approving land divisions and lot line adjustments, zoning permits, and building permits will thoroughly review applications on land restricted by Williamson Act and Farmland Security Zone contracts to ensure the proposed structure(s) or development(s) are incidental to the “Commercial Agricultural Use” and/or “Compatible Use” of the contracted land. A warning will be issued with all such permits and approvals.

**10 Acre Presumption** –The Williamson Act (Section 51222) presumes that a parcel is:

“...large enough to sustain an agricultural use if it is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land.”

#### A. BUILDING PERMIT POLICY

The Kings County Building Official will issue building permits for structures, i.e., dwellings and related home site structures, on land restricted by Williamson Act or Farmland Security Zone contracts, which is in commercial agricultural production, under any of the following circumstances:

1. A dwelling, and its related home site structures, on a parcel less than 10 acres in size which is classified as prime agricultural land (or less than 40 acres for non-prime agricultural land) upon which the owner receives an economic return from the production of crops or livestock, or is occupied by a compatible use listed in Paragraphs B4, B5, B8, B11, and B12 of the “*Uniform Rules for Agricultural Preserves in Kings County*”, on that parcel which also meets the following criteria:
  - a. Such buildings and structures must be arranged in such a manner so as to minimize the impact on the property and not compromise the long-term commercial agricultural use of the contracted parcel or other contracted land in the vicinity.
  - b. The dwelling is occupied by the owner of the land or by a person who is an actual farm employee on the subject parcel or land farmed by the owner of the land.
  - c. The owner must provide documented evidence that the parcel will continue in commercial agricultural use and generate income from the crops or livestock grown on the parcel, or is occupied by a compatible use listed in Paragraphs B4, B5, and B8 through B12 of the “*Uniform Rules for Agricultural Preserves in Kings County*”, after the dwelling and its related home site structures are built.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provided by use of the attached

“*Owners Statement of Compliance with, and Understanding of, the Williamson Act*” (See Appendix B, Application Form 4, of this Procedures Manual) that is submitted with the project application.

2. Before a building permit is issued for a dwelling and its related home site structures on a restricted parcel that is 10 acres or greater in size which is classified as prime agricultural land (or 40 acres or greater for non-prime agricultural land), the owner will be required to provide documented evidence that the parcel will continue in commercial agricultural use and generate income from the crops or livestock grown on the parcel after the dwelling and its related home site structures are built.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provide by use of the attached “*Owners Statement of Compliance with, and Understanding of, the Williamson Act*” (See Appendix B, Application Form 4, of this Procedures Manual) that is submitted with the project application.

Under the above two circumstances, the dwelling and related home site structures are considered incidental to the commercial agricultural use of the land.

3. In the case where a “Petition for Cancellation” is approved, and a “Certificate of Contract Termination” is recorded, to remove the home site area from a contract, and the cancellation would result in a remainder of the parcel still restricted that is less than 10 acres in size which is classified as prime agricultural land (or less than 40 acres for non-prime agricultural land), then the findings under Paragraph A1 above will be required, or the entire parcel must be removed from contract before a building permit for the dwelling and its related home site structures can be issued.
4. A dwelling, and its related home site structures, on a home site parcel (a home site parcel is presumed to be not less than one (1) acre in size) which was created as result of either a farm home retention or a transfer of title to an immediate family member, provided that the property is in compliance with both the Declaration of Intent and the Joint Management Agreement that were required to be recorded as a condition of approving the transfer of title.

**NOTE:** In every case above the proposed structure or use must also be allowed under the regulations of the Kings County Zoning Ordinance and Building Code. (Note: *Zoning Ordinance No. 269. 69* was repealed and replaced when *Development Code No. 668* was adopted on March 3, 2015, and became effective on April 2, 2015.)

## **B. LAND DIVISION APPROVAL POLICY**

Division 1 and Division 2 of the Kings County Advisory Agency for Parcel Maps and Subdivisions will approve land divisions and lot line adjustment for land restricted by Williamson Act contracts under either of the following circumstances:

1. Land Divisions:
  - a. Divisions which meet the requirements of Section 66474.4 of the Subdivision Map Act, as implemented by Kings County.
  - b. Divisions of land resulting in parcels or lots which meet the minimum area requirement of the Agricultural zone district that the parcel or parcels are located, and are at least 10 acres in size or larger for land which is classified as prime agricultural land (or 40 acres or larger for non-prime agricultural land).



- c. Divisions of land resulting in parcels or lots smaller than those in Paragraph B1b immediately above, the owner will be required to provide documented evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel, or is occupied by a compatible use listed in Paragraphs B4, B5, and B8 through B12 of the “*Uniform Rules for Agricultural Preserves in Kings County.*”

2. Lot line adjustments:

- a. Restricted parcels after the adjustment must meet the criteria listed in Paragraphs B1a through B1c immediately above.
- b. When the adjustment of a lot line or lines is between parcels that include both contracted and non-contracted land, the land in any resulting parcel which contains restricted land must contain at least 10 acres of restricted land if it is classified as prime agricultural land (or 40 acres or larger for non-prime agricultural land). If a resulting parcel or parcels do not contain at least 10 acres of contracted land (or 40 acres for non-prime land) the owner must provide documented evidence that the restricted portion of the parcel or parcels can never the less sustain a commercial agricultural operation.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provided by use of the attached “*Owners Statement of Compliance with, and Understanding of, the Williamson Act*” that is submitted with the project application.

This policy applies only to the division of land or adjustment of lot lines, not to any proposed development or improvement after the division or adjustment is completed. The development or improvement of the land is restricted by the “*Uniform Rules for Agricultural Preserves in Kings County*” and terms of the Williamson Act contract restricting the land. The improvement and development will be considered separately by the official or agency responsible for the review and approval of a permit or authorization granted by that official.

### **C. ZONING PERMIT APPROVAL POLICY**

The Kings County Planning Commission and Zoning Administrator will approve zoning permits (conditional use permits, site plan reviews, planned unit developments, and variances) on land restricted by Williamson Act contracts under the following circumstances:

1. A use allowed by the zoning ordinance will only be approved if the use is found to be consistent with the “*Commercial Agricultural Uses*” and “*Compatible Uses*” listed in the “*Uniform Rules for Agricultural Preserves in Kings County.*” However, a use allowed in the “*Uniform Rules*” but not allowed in the zoning ordinance will not be allowed, e.g., dairies are listed in the “*Uniform Rules*”, but not in the Limited Agricultural zone district.
2. Before a zoning permit is issued for a development or improvement on a restricted parcel, the owner will be required to provide documented evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel, or is occupied by a compatible use listed in Paragraphs B4, B5, and B8 through B12 of the “*Uniform Rules for Agricultural Preserves in Kings County,*” after the development or improvement is built.

Documentation of the evidence that the parcel will continue to generate income from the crops or livestock grown on the parcel after the permit is issued shall be provided by use of the attached “*Owners Statement of Compliance with, and Understanding of, the Williamson Act.*”

#### **D. RELIEF FROM CONTRACT PROVISIONS**

Sections 51280 through 51287 (Section 51297 for Farmland Security Zone contracts) provide for contract cancellation if specified findings can be made (see Section E below). These findings are made on a case by case basis.

1. **Description of Cancellation Area** – The Certificate of Cancellation is a legal document recorded in the County’s Official Records which describes the territory upon which the contract is no longer in force. This is a legal document which includes a legal description that modifies the area which is restricted by the original contract. The legal description in the original contract is generally based on either a deed or series of deeds which include a previously recorded legal description, a recorded Parcel or Tract Map, or some other description based on a previous survey. The description of the territory being excluded from the contract must be based on a survey or other legal document which describes the excluded area. In addition, this policy is intended for removing home sites from the area restricted by a contract. The Building Official can require a survey “... to verify that a structure is located in accordance with the approved plans” (2001 California Building Code, Section 108.1). This will also be necessary in order to assure that the residence is built on the portion of the parcel where the cancellation was approved.

The preparation of the legal description and associated survey will be required as a condition that must be met once tentative approval of the cancellation is given by the Board. A general description can be used in the Petition for Cancellation.

2. **Farm Home Retention Standards** – It is recommended, but not mandatory, that territory that is the subject of the cancellation complies with the requirements for a “farm home retention” found in Article 4 Section 409 of the *Kings County Development Code*. This will facilitate an application for a “farm home retention” at some future date if the owner so desires. These conditions are:
  - a. The site is at least one (1) acre in size;
  - b. The site has a minimum width of one hundred twenty-five (125) feet;
  - c. The site meets all of the yard and setback requirements of the zone district within which it is located.

#### **E. CANCELLATION FINDINGS**

Section 51282 of the Williamson Act lists the required findings that must be made in order to cancel a contract or portion of a contract. These are:

**“Section 51282.**

- “(a) The landowner may petition the board or council for cancellation of any contract as to all or any part of the subject land. The board or council may grant tentative approval for cancellation of a contract only if it makes one of the following findings:
- (1) That the cancellation is consistent with the purposes of this chapter; or
  - (2) That cancellation is in the public interest.

- “(b) For purposes of paragraph (1) of subdivision (a) cancellation of a contract shall be consistent with the purposes of this chapter only if the board or council makes all of the following findings:
- (1) That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245.
  - (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 city or 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.

“As used in this subdivision "proximate, noncontracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.

“As used in this subdivision "suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such nonrestricted land may be a single parcel or may be a combination of contiguous or discontinuous parcels.

- “(c) For purposes of paragraph (2) of subdivision (a) cancellation of a contract shall be in the public interest only if the council or 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.

“As used in this subdivision "proximate, noncontracted land" means land not restricted by contract pursuant to this chapter, which is sufficiently close to land which is so restricted that it can serve as a practical alternative for the use which is proposed for the restricted land.

“As used in this subdivision "suitable" for the proposed use means that the salient features of the proposed use can be served by land not restricted by contract pursuant to this chapter. Such nonrestricted land may be a single parcel or may be a combination of contiguous or discontinuous parcels.

- “(d) For purposes of subdivision (a), the uneconomic character of an existing agricultural use shall not by itself be sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

- “(e) The landowner's petition shall be accompanied by a proposal for a specified alternative use of the land. The proposal for the alternative use shall list those governmental agencies known by the landowner to have permit authority related to the proposed alternative use, and the provisions and requirements of Section 51283.4 shall be fully applicable thereto. The level of specificity required in a proposal for a specified alternate use shall be determined by the board or council as that necessary to permit them to make the findings required.

- “(f) In approving a cancellation pursuant to this section, the board or council shall not be required to make any findings other than or in addition to those expressly set forth in this section, and, where applicable, in Section 21081 of the Public Resources Code.”

## **ATTACHMENTS:**

- A.** Owners Statement of Compliance with, and Understanding of, the Williamson Act
- B.** Warning statement
- C.** Zoning and Land Division approval condition

**Attachment A**

**LANDOWNER'S STATEMENT OF COMPLIANCE WITH, AND  
UNDERSTANDING OF, THE WILLIAMSON ACT**

See Appendix B, Application Form 5, of this Procedures Manual.

## Attachment B

# WARNING

To land owners proposing to develop land that is restricted by either *California Land Conservation Williamson Act* or *Farmland Security Zone* contracts. Before you build a structure or change the use on your land, be sure that your improvements or changes of use do not cause a material breach of your *Williamson Act* or *Farmland Security Zone Contract*.

Pursuant to Government Code Section 51250, as of January 1, 2004, any construction of a new building or buildings on land restricted by a *Williamson Act* or *Farmland Security Zone* contract that are found to be in material breach of the contract may result in severe penalties. These penalties may be monetary penalties up to 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building(s) and any related improvements on the contracted land, and termination of the contract on the land rendered incompatible.

### Exhibits:

- A. Uniform Rules for Agricultural Preserves in Kings County
- B. California Government Code Section 51250 (Material Breach of Contract)

**Exhibit A**

**UNIFORM RULES FOR AGRICULTURAL PRESERVES IN KINGS COUNTY**

See Appendix A of this Procedures Manual.

## Exhibit B

### CALIFORNIA GOVERNMENT CODE

#### **CA Gov Code Section 51250 –**

#### **Identification of structures constituting material breaches of contract:**

(a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decision-making and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.

(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter, and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.

(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining whether it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract. If either the landowner or the department objects to the preliminary determination of the city or county, the board or council shall schedule a public hearing as provided in subdivision (g).

(f) Within 60 days of receiving notice that it is likely a material breach, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner and the department, as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may



request that the city or county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine whether a material breach exists. The city or county shall support its determination with findings, made on the record and based on substantial evidence, that the property does or does not meet the conditions specified in subdivision (b).

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach. If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if any of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or a building for which a permit was issued by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280), or a city terminates a contract pursuant to Section 51243.5, or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

(u) The department and the city or county may agree to extend any deadline to act under this section, upon the request of the city and county, and the written approval of the director of the department.

(v) In order to promote the reasonable and equitable resolution of a potential material breach, if a potential material breach involves extenuating circumstances, the city or county and the landowner may agree to request that the department meet and confer with them for the purpose of developing a resolution of the potential material breach. If the department agrees to meet and confer with the landowner and city or county, the time requirements specified in this section shall be tolled. The resolution may include remedies authorized by law or not prohibited by law that are

agreed to by the landowner, city or county, and department. If the resolution resolves all outstanding issues under this section, the city or county shall terminate all proceedings pursuant to this section upon execution by the landowner, city or county, and department. The agreement executing the resolution shall be recorded in the county in which the affected parcel is located.

(w) A city or county shall not cancel a contract pursuant to Article 5 (commencing with Section 51280) to resolve a material breach except pursuant to this section.

**CA Gov Code Section 51251 – Enforcement of Contracts:**

The county, city, or landowner may **bring any action in court** necessary to enforce any contract, including, but not limited to, an action to enforce the contract by specific performance or injunction. An owner of land may bring any action in court to enforce a contract on land whose exterior boundary is within one mile of his land. An owner of land under contract may bring any action in court to enforce a contract on land located within the same county or city.

## APPENDIX C

### **Zoning and Land Division Condition Related to Material Breaches of *California Land Conservation “Williamson” Act and Farmland Security Zone Contracts***

The following condition will be inserted as a condition of approval for all approvals for zoning permits and land divisions for land that is subject to a *California Land Conservation “Williamson” Act* and *Farmland Security Zone* contracts approved by Kings County.

1. The land upon which this project is located is subject to California Land Conservation (*or Farmland Security Zone*) Contract No. \_\_\_\_\_, in Agricultural Preserve (*or Farmland Security Zone*) No. \_\_\_\_–\_\_\_\_\_, recorded at ( *document number or book and page* ), on ( *date* ), Kings County Records. All land uses and structures located on this contracted land must comply with the “*Uniform Rules for Agricultural Preserves in Kings County*” and the requirement of the “*California Land Conservation ‘Williamson’ Act*”, specifically sections 51231, 51238, 51238.1, and 51250. Failure to comply with said *Uniform Rules* and *Act* may result in action taken by Kings County or the State of California to enforce the conditions of the contract. Such enforcement may result in substantial monetary penalties and termination of that portion of the *Williamson Act* Contract rendered incompatible.