

**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/Farm Land Security Zone No:** \_\_\_\_\_, **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