

# LANDOWNER'S WILLIAMSON ACT STATEMENT

Stanislaus County Department of Planning and Community Development cannot take action on any application for a new structure or use on a parcel restricted by a Williamson Act Contract until such time as sufficient evidence is presented to the County and/or the California State Department of Conservation that the proposed new use is compatible with the Williamson Act contract. This document acts as a guide for landowners to make findings of compliance for their project.

**APN:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_ **Approx. Acreage:** \_\_\_\_\_

**Bld. Permit Application #:** \_\_\_\_\_ **Address:** \_\_\_\_\_

## The proposed project is:(pick one)

First Home - Single Family Dwelling (1st home to be placed upon property ).

Second Home - Single Family Dwelling (2<sup>nd</sup> home to be placed upon property).

Other,(Please describe in detail and explain proposed use):

This projects use will be in support of the agricultural use of the property.

**Yes No**

## Additional information:

1) Is the property currently growing crops or being used for livestock (cattle, hogs, sheep, poultry, etc.) ?

**Yes No**

2) Do you intend to continue farming this parcel ?

**Yes No**

3) Does the site plan submitted for this building project include all existing structures, their location on the parcel, their correct size, and their use ?

**Yes No**

APN: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Approx. Acreage: \_\_\_\_\_

Bld. Permit Application #: \_\_\_\_\_ Address: \_\_\_\_\_

**The Landowner makes the following representations:**

1) I acknowledge that the activity, use, or construction as proposed will be conducted in such a way as to maintain the agricultural viability of the parcel.

**Yes No**

2) I am aware of the provisions of the Williamson Act (Section 51250 of the California Government Code) and of the allowable uses on Williamson Act properties as defined by Stanislaus County Code and the Stanislaus County Uniform Rules governing Williamson Act properties.

**Yes No**

3) I understand that AB1492 (Govt Code section 51250) defines specific and **substantial financial penalties** ( up to 25% of the market value of the land and construction ) if construction on the parcel is found by the County of Stanislaus or State of California to result in a material breach of the contract provisions.

**Yes No**

4) I acknowledge that the Department of Conservation has indicated that: “Residences not incidental to an agricultural use are prohibited, and may trigger AB1492 penalties. These may include residences for family members not involved with the agricultural use, or residences constructed on contracted parcels with no commercial-agricultural use.”

**Yes No**

**LANDOWNERS STATEMENT OF COMPLIANCE WITH THE WILLIAMSON ACT**

1) I acknowledge that the activity, use, or construction as proposed is of size and type that would not adversely affect the on-site or adjacent farming operations and understand that the County has a “right to farm” policy.

**Yes No**

2) I understand that it is 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 Stanislaus County Code, and that those activities will not result in a material breach of the Williamson Act contract.

**Yes No**

(continued)

APN: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Approx. Acreage: \_\_\_\_\_

Bld. Permit Application #: \_\_\_\_\_ Address: \_\_\_\_\_

**LANDOWNERS STATEMENT OF COMPLIANCE WITH THE WILLIAMSON ACT  
(continued from page 2)**

3) The evidence I have provided in this application or in an attached written statement supports the findings 3a, 3b, and 3c below:

**Yes No**

**(3a)** The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in the A-2 zoning district.

**(3b)** The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in the A-2 zoning district. 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.

**(3c)** The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

**Indemnification Agreement**

In consideration of the County’s processing and consideration of this application for approval of the land use project, development, grading, or building permit being applied for (the “Project”), and any related discretionary or ministerial actions, or any related California Environmental Quality Act (CEQA) consideration by the County, the Owner and Applicant, jointly and severally, agree to indemnify the County of Stanislaus (“County”) from liability or loss connected with the Project approvals as follows:

**a)** The Owner and Applicant shall defend, indemnify and hold harmless the County and its agents, officers and employees from any claim, action, or proceeding against the County or its agents, officers or employees to attack, set aside, void, or annul the Project or any prior or subsequent development approvals regarding the Project or Project condition imposed by the County or any of its agencies, departments, commissions, agents, officers or employees concerning the said Project, or to impose liability against such the County and its agents, officers or employees resulting directly or indirectly from approval of the project, including any claim for private attorney general fees claimed by or awarded to any party from County. The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

(continued)

APN: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Approx. Acreage: \_\_\_\_\_

Bld. Permit Application #: \_\_\_\_\_ Address: \_\_\_\_\_

**Indemnification Agreement ( continued from page 3 )**

b) The County will promptly notify Owner and Applicant of any such claim, action, or proceeding that is or may be subject to this Indemnification and, will cooperate fully in the defense.

c) The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, actions, or proceeding in good faith. To the extent that County uses any of its resources responding to such claim, action, or proceeding, Owner and Applicant will reimburse County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel’s time at their regular rate for external or non-County agencies, and any other direct or indirect cost associated with responding to the claim, action, or proceedings.

d) The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

e) The Owner and Applicant shall pay all court ordered costs and attorney fees.

f) This Indemnification represents the complete understanding between the Owner and Applicant and the County with respect to matters set forth herein.

IN WITNESS WHEREOF, by their signature below, the Owner and Applicant hereby certify that the information set forth in this Landowners Statement of Compliance is true and correct, and that they have read, understand and agree to perform the obligations under this Statement and the indemnification.

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

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

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