

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Glenn County Planning Division  
125 South Murdock Avenue  
Willows, CA 95988

FARMLAND SECURITY ZONE CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_,

BY AND BETWEEN

\_\_\_\_\_ herinafter referred to as the "Owner"

AND

COUNTY OF GLENN, a political subdivision  
of the State of California, hereinafter referred to as  
"the County"

RECITALS

WHEREAS, Owner possesses certain real property situated in the County, which property is presently devoted to agriculture and uses compatible with agriculture and is generally described in Exhibit "A" attached hereto ("the Property") and made a part hereof which is a description of the Property prepared for Owner by a reputable title company; and

WHEREAS, the Property is located within the boundaries of a Farmland Security Zone established by the County pursuant to Section 51296 of the California Government Code and County Resolution No. \_\_\_\_\_; and

WHEREAS, both the Owner and the County desire to limit the use of the Property to agriculture and uses compatible with agriculture in order to deter and discourage its premature conversion to urban use, recognizing that such land has substantial value to the public for the production of

8/1/2002

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food or fiber and as open space and that the preservation of such land in agricultural production constitutes an

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important physical, social, aesthetic, and economic asset to the County to maintain the agricultural economy of the County and the State of California; and

WHEREAS, both parties have determined that the highest and best use of the Property is agriculture. Both the Owner and the County desire to commit the use of the Property to agricultural pursuits and uses compatible therewith, subject to the conditions, terms, and restrictions set forth in the Contract and in the California Land Conservation Act of 1965, as amended; and

WHEREAS, the Owner desires to have applied to the property the benefits of Section 423.4 of the California Revenue and Taxation Code and other provisions of law, now or hereafter in effect, relating to the valuation and assessment of open-space land subject to enforceable restrictions.

### AGREEMENT

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

1. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT FARMLAND SECURITY ZONE:

This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as Amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200) sometimes referred to herein as “the Act”, and is subject to all of the provisions thereof.

- a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility as stated in Government Code Section 51238.1:
- 1) 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 agricultural preserves.
  - 2) The use will not significantly displace or impair current or reasonable foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be

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- 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.
- 3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use. In evaluating compatibility a board or council shall consider the impacts on noncontracted lands in the agricultural preserve or preserves.
  - b) A board or council may include in its compatible use rules or ordinance conditional uses which, without conditions or mitigations, would not be in compliance with this section. These conditional uses shall conform to the principles of compatibility set forth in subdivision (a) or, for nonprime lands only, satisfy the requirements of subdivision (c).
  - c) In applying the criteria pursuant to subdivision (a), the board or council may approve a use on nonprime land which, because of onsite or offsite impacts, would not be in compliance with paragraphs (1) and (2) of subdivision (a), provided the use is approved pursuant to a conditional use permit that shall set forth findings, based on substantial evidence in the record, demonstrating the following:
    - 1) Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in paragraphs (1) and (2) of subdivision (a) to the greatest extent possible while maintaining the purpose of the use.
    - 2) The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations.
    - 3) The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcel in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2.
    - 4) The use does not include a residential subdivision.

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For the purposes of this section a board or council may define nonprime land as land not defined as “prime agricultural land” pursuant to subdivision (a) of Section 21060.1 of the Public Resources Code. Nothing in this section shall be constructed to overrule, rescind, or modify the requirements contained in Sections 51230 and 51238 related to noncontracted lands within agricultural preserves.

### 2. CONTRACT MADE IN CONFORMITY WITH ORDINANCES ADOPTED BY COUNTY:

- a. This Contract is also made and entered into pursuant to the provisions of the Ordinances and Resolutions adopted by the Board of Supervisors of the County governing the administration of farmland security zones, including but not limited to, the land use restrictions and enumeration and definition of compatible uses therein contained as follows:
  - A. One single-family residence or mobilehome for each parcel of land (Refer to Minimum Residential Construction Standards).
  - B. Accessory buildings to the single-family residence such as garages, carports, greenhouses, gardening sheds, recreation rooms and other structures which are customarily used in conjunction with a single-family residence.
  - C. Home Occupations as defined in Chapter 19.64 of the Glenn County Code.
  - D. Growing and harvesting of fruit and nut trees, vines, vegetables, horticultural specialties and timber.
  - E. Growing and harvesting of field crops, grain and hay crops, and the growing of grass for pasture and grazing.
  - F. Livestock farming, including the raising, feeding, maintaining and breeding of horses, cattle, sheep, goats and similar livestock.
  - G. Operation of apiaries and dairies. (Refer to dairy standards).
  - H. Curing processing, packaging, packing, storage and shipping of agricultural products.
  - I. Accessory buildings or structures required for the storage of any crops, products, equipment or uses lawfully permitted or produced on the premises. Structures such as barns, stables, coops, tank

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- houses, storage tanks, wind machines, windmills, silos, and other farm buildings.
- J. Game preserves and hunting clubs, that do not include permanent facilities or buildings.
  - K. Temporary landing of aircraft engaged in agricultural uses.
  - L. Seasonal Farmworker Housing which meets the Seasonal Farmworker Housing Standards as set forth in Chapter 19.67 and approved for such use pursuant to Title 25 of the California Code of Regulations.

### Uses Permitted with a Conditional Use Permit

The following uses and structures may be permitted in the "FS" zone only if a conditional use permit has first been secured:

- A. Irrigation and flood control facilities; public utility and public service structures including electric transmission and distribution sub-stations, gas regulator stations, communications equipment buildings, public service pumping stations and reservoirs over 50 acre feet or over twenty-five (25) feet high.
- B. Agricultural labor camps.
- C. Injection wells
- D. Power generation

### Uses Permitted with and Administrative Permit

The following uses and structures may be permitted only if an administrative permit has first been secured:

- A. One additional residence or mobilehome for each parcel of land. (Refer to Minimum Residential Construction Standards).
- B. Natural gas wells.
  - b. It is expressly understood and agreed that during the term of this Contract and any renewals thereof, the Board of Supervisors of the County may add to those agricultural and compatible uses specified in the Ordinances and Resolutions governing the administration of the Farmland Security Zone within which the

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Property is located and may otherwise modify those Ordinances and Resolutions.

c. The Ordinances and Resolutions applicable to the Farmland Security Zone which the Property is situated are incorporated herein by reference, including those Ordinances and Resolutions in effect at the date of execution of this Contract and, subject to the limitations aforementioned in this Article, those amendments or additions thereto which may be subsequently adopted.

### 3. EXCLUSION OF USES OTHER THAN AGRICULTURE AND COMPATIBLE USES:

During the term of this Contract the Property shall not be used for any purpose other than an agricultural or compatible use, as defined in the Glenn County Zoning Ordinance, as that ordinance exists at the time this contract is executed or as it may thereafter be amended, and in the aforementioned Ordinances and Resolutions for the Farmland Security Zone in which the Property is situated, all of which are incorporated here by reference.

### 4. MERGER OF SEPARATE PARCELS:

Recordation of this Contract will merge all legally separate and contiguous parcels less than eighty acres in size described at Exhibit A into a single parcel for purposes of sale, lease, financing or subdivision or other development of the Property. Parcels are deemed to be contiguous if they may reasonable be used together to create a single subdivision or other development project.

### 5. EFFECT ON PLANNING AND ZONING POWERS:

It is mutually understood and agreed that neither the provisions of this Contract nor of any Ordinances or Resolutions adopted by the Board of Supervisors of the County shall in any manner affect, limit or supersede the planning and zoning powers of the County. It shall be further understood that, if necessary, all lands under the provisions of this Contract shall be rezoned in accordance with County zoning regulations and County soils data.

### 6. EFFECT ON DIVISION OF LAND:

If the Property is divided, the Owner of any parcel of such divided land may exercise, independent of any other Owner, of any other portion of such divided land, any rights of the Owner in the

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original Contract, including the right to give notice of nonrenewal. The effect of any such action by the Owner of a parcel created by such division of land under this Contract shall not be imputed to the Owners of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of the divided land.

### 7. LIMITATION ON STRUCTURES:

During the term of this contract or any renewals thereof, no structure shall be erected upon said land except such structures as may be directly related to agricultural uses and those uses compatible with agricultural uses.

### 8. EFFECT OF REMOVAL OF LAND FROM FARMLAND SECURITY ZONE:

Removal of the Property or any portion of it from a farmland Security Zone shall be equivalent to a notice of nonrenewal by the County, for the purposes of Section 426 of the Revenue and Taxation Code, as now in effect or as it may from time to time be amended, and applicable provision of the Act.

### 9. EFFECT OF EMINENT DOMAIN OR OTHER ACQUISITION OF LAND:

a. If any action of eminent domain for the condemnation of the fee title of the entire Property is filed, or if such land is acquired in lieu of eminent domain for a public improvement by a public agency, including the Federal government or any person, instrumentality or agency acting under authority of a public agency, this Contract shall be deemed null and void only as to that portion of the Property actually condemned or so acquired. Upon the termination of such a proceeding, this Contract shall be deemed to be null and void for all land actually, taken or acquired as of the date the action was filed or the date the land was acquired, if no such action was filed.

b. If such an action is commenced to condemn or acquire less than all of the Property, this Contract shall be deemed null and void as to the land actually so condemned or acquired.

c. The land actually taken or acquired by a public agency shall be removed from this Contract. Under no circumstances shall

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land not actually taken or acquired by such means be removed from this Contract, except as otherwise provided in the Act.

### 10. WAIVER OF PAYMENTS:

The Owner hereby waives any obligations of the County to make any payments to Owner under this Contract and Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantages which will accrue to Owner as a result of the effect on the method of determining the assess value of land described herein and any reduction therein due to the imposition of the limitations on its use contained in this Contract.

### 11. OWNER TO FURNISH INFORMATION:

a. Owner agrees to furnish the County upon request all information the County requires to determine the continuing status of the Property as enforceable restricted with respect to the terms of the Act, the provisions of this Contract, and the Ordinances and Resolutions relating to the agricultural preserve in which the Property is situated.

b. The Owner agrees that a copy of this Contract shall be recorded by the County and agrees to have properly acknowledged all signatures needed for such purpose.

### 12. NOTICES, MANNER OF GIVING:

a. Notices to be given to the Owner pursuant to this Contract or the Act may be sent by first-class United States Mail addressed to the Owner at the address shown below the Owner's signature hereinbelow, and the Owner expressly waives any other method of giving notice to him.

b. Notices to be given to County pursuant to this Contract may be sent by first-class United States Mail addressed to Board of Supervisors, County of Glenn, Courthouse, 525 West Sycamore Street, Willows, California 95988.

c. Such notices may also be given by one party to the other by personal service.

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d. By means mentioned in this Article a party may give notice to the other party of a new address, after which the new address shall be used for all notices to be given.

### 13. HOLD HARMLESS CLAUSE:

The Owner declares under penalty of perjury that the person(s) signatory to this Contract are the only landowners of the property referred to herein, and agrees to hold the County harmless from any loss caused by priority claims of other landowners or holders of security interests in the Property, regardless of the nature of those interests.

### 14. INCORPORATION OF PROVISIONS OF ACT BY REFERENCE; SUBSEQUENT AMENDMENTS:

a. The provisions of the Act, including any amendments enacted on or before the date of this Contract, are incorporated herein and made a part of this Contract by reference, and all of the provisions of this Contract shall be subordinate thereto and construed harmoniously therewith.

b. Any amendment to the Act enacted subsequent to the date of this Contract which alters a substantive right or obligation of either party to this Contract shall not be deemed incorporated herein, except by amendment to this Contract or as otherwise provided in this Contract. Such substantive rights or obligations include, but are not limited to, the following:

- 1) increasing or decreasing the term of the Contract;
- 2) eliminating or altering the right of or grounds for nonrenewal of the Contract;
- 3) or eliminating, adding or modifying any land use restriction or compatible use of land.

### 15. AMENDMENT BY MUTUAL AGREEMENT:

This Contract may be amended by a writing signed by the parties and recorded in the same manner as this Contract was recorded, provided that no such amendment shall be deemed or construed to be effective if the result of the amendment would nullify the eligibility of the Property under the Act for inclusion in this Contract.

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16. TERM OF CONTRACT; AUTOMATIC EXTENSION; NOTICE OF INTENT NOT TO RENEW:

a. This Contract shall be effective as of the first day of January next succeeding the date of execution of this Contract and shall remain in effect for an initial term of twenty years from and including the effective date and during renewals of this Contract.

b. Each first day of January of each year during which this Contract is in effect shall be deemed to be anniversary date and the annual renewal date of this Contract, as specified in Sections 51214 and 51215 of the Act. On the annual renewal date a year shall be added automatically to remainder of the initial twenty year term, and the term of this Contract shall be thereby renewed and extended, unless notice of nonrenewal has been given as provided in Section 51245 of the Act. Any notice of nonrenewal shall be served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date.

c. If the County or the Owner gives notice of intent in any year not to renew this Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the original execution or the last renewal of the Contract, as the case may be. The Owner acknowledges that nonrenewal of full subvention by the State of California is sufficient reason for the County to nonrenew this Contract.

17. ENFORCEABLE RESTRICTION:

a. It is mutually agreed that this Contract is and shall be an enforceable restriction within the meaning and for the purpose of Article XXVIII of the Constitution of the State of California, the Land Conservation Act, and Sections 421 through 430.5, inclusive, of the Revenue and Taxation Code as are now or may be from time to time in effect. To this end, this Contract shall be enforced and administered by the County in such a manner as to accomplish the purposes of Article XXVIII of the California Constitution and the aforementioned statutes.

b. It is mutually understood that County may bring any judicial action or proceeding necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or injunction.

18. CONTRACT RUNS WITH LAND:

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- a. All provisions of this Contract is and shall be deemed and construed to be a covenant running with the Property.
- b. This Contract shall be binding upon, and inure to the benefit of, all successors in interest of the Owner.

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

OWNER:

NAME:

ADDRESS:

SIGNATURE (All to be acknowledged before a notary public):

\_\_\_\_\_ Date:\_\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

COUNTY OF GLENN

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
VINCE T. MINTO  
County Clerk and exofficio  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM:

\_\_\_\_\_  
BELINDA BLACKETER  
COUNTY COUNSEL

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ACKNOWLEDGMENT

Owner or Owners

STATE OF CALIFORNIA

COUNTY OF Glenn County

On \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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.

WITNESS my hand and official seal

\_\_\_\_\_

Signature