

**Glenn County
Planning & Public Works Agency
125 South Murdock Avenue
Willows, CA 95988
(530) 934-6540 FAX (530)694-6713
www.countyofglenn.net**

**WILLIAMSON ACT
APPLICATION INSTRUCTIONS**

1. Application Form must be filled out and signed by owner(s) of property.

All Property owners must sign (husband and wife) of a Power-of-Attorney must be submitted specifically authorizing a designated person to sign this application. If a corporation is the property owner a resolution from the corporation authorizing this application shall be submitted.

2. Application: \$562.00
3. A Title Report issued within the previous 90 days and deeds.
4. One copy of the current County Assessor's Map with the property of the proposed change of zone delineated must be submitted with the application.
5. Signatures on the Contract shall be **notarized**. All property owners listed on the Title Report shall sign the Contract.
6. Voluntary Merger Application

WHERE TO FILE:

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

WHEN TO FILE:

JULY 1 TO SEPTEMBER 28, 2007

Last day to submit application is **SEPTEMBER 28, 2007 at 3:00 PM**

WHAT TO FILE

1. Application Form, Fee
2. Title Report, Deeds, Assessor's Maps
3. Contract with notarized signatures.
4. Voluntary Merger Application and Notice of Merger

GLENN COUNTY
PLANNING & PUBLIC WORKS AGENCY
125 SOUTH MURDOCK AVENUE
WILLOWS, CA 95988
530.934.6540 FAX 530.934.6713

APPLICATION FOR WILLIAMSON ACT

NOTE:

- A. *Failure to answer applicable questions and required attachments could delay the processing of your application.*
- B. *Pursuant to a Resolution by the Board of Supervisors, your property shall be rezoned to an Agricultural Preserve Zone.*
- C. *It is the request of the Board of Supervisors that each property owner thoroughly acquaint himself with all the advantages and disadvantages that may result to him as a result of his particular situation from signing a contract; that he thoroughly acquaint himself with all of the effects, if any there may be on assessed valuation as a result of signing the Contract.*

1. Applicant:

Name: _____

Address: _____

Phone: (Business) _____ (Home) _____

2. Property Owner:

Name: _____

Address: _____

Phone: (Business) _____ (Home) _____

3. Name and address of property owner's duly authorized agent who is to be furnished with notice of hearing. (Section 65091 California Government Code).

Name: _____

Address: _____

4. Address and location of Project: _____

5. Current Assessor's Parcel Number: _____

6. Existing Zoning: _____

7. Existing and Proposed Use of Property: _____

8. Proposed Zoning Request: _____

9. Number of acres: _____

10. Surrounding Land Uses:	Surrounding Zoning:
North: _____	_____
East: _____	_____
South: _____	_____
West: _____	_____

11. Topography: _____

12. Vegetation: _____

13. Water Supply:	Source or Type	Provider
Existing: _____	_____	_____
Proposed: _____	_____	_____

14. Sewage Disposal:		
Existing: _____	_____	_____
Proposed: _____	_____	_____

15. Fire Protection:		
Existing: _____	_____	_____
Proposed: _____	_____	_____

16. Schools District(s): _____

17. Natural hazards: _____

18. Is there a Deed of Trust on this property? Yes _____ No _____

Total Acreage in Farm or Ranch	
--------------------------------	--

22. USE

Check Use	Use	Acres
	Single Family Dwelling for Owner or Employees and Accessory Buildings	
	Farm Labor Camps	
	Aircraft Landing Strips	
	Public Utility Installations	
	Communication Facilities	
	Pistol and Rifle Ranges	
	Riding Academy	
	Other (Describe)	

23. Number of Dwelling Units on Each Parcel

Parcel Number	Number of Dwelling Units

24. Consent to Merge Parcels

As part of my our Williamson Act application I (We) hereby consent to merging all legally separate parcels of land into parcels meeting the minimum parcel sizes of 80 acres on the valley floor and 160 acres in the foothills as required by the Glenn County General Plan and Zoning Ordinance.

I (We) also hereby consent to merge all legally separate parcels not meeting the minimum sizes above in accordance with 66410 of the Subdivision Map Act.

I (We) agree to file a complete application for a Merger Map along with the appropriate fees prior to recording the Williamson Act Contract with the County.

I (We) agree and consent to record or have the Merger Map recorded by the County along with payment of recording fees within six (6) months.

As further consideration I (We) agree that language be included in the Contract that the county will non-renew the Williamson Act Contract if the merger map is not recorded with six (6) months after its approval by the County.

25. I (We) declare under penalty of perjury that the foregoing is true and correct.

All Property owners must sign:

_____	_____
_____	_____
_____	_____

26. Attach one complete and executed copy of the Land Conversion Contract.

27. File with:

Glenn County Planning & Public Works Agency
Planning Division
125 South Murdock Avenue
Willows, CA 95988.

Date _____

Case _____

**GLENN COUNTY PLANNING DIVISION
125 SOUTH MURDOCK AVENUE
WILLOWS, CA 95988
(530) 934-6540 FAX (530) 934-6713
www.countyofglenn.net**

ENVIRONMENTAL INFORMATION FORM

To be completed by applicant or engineer.

Use extra sheets if necessary.

This list is intended to meet the requirements of State of California Government Code Section 65940.

I. GENERAL INFORMATION

1. Name: _____

Address, City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

2. Name: _____

Address, City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

3. Address and Location of Project: _____

4. Assessor's Parcel No. _____

5. Existing Zoning: _____

6. Existing Use: _____

7. Proposed use of site (project for which this form is prepared) _____

-
8. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required: _____

II. ENVIRONMENTAL SETTING

1. Describe the project site as it exists before the project. Include the following information on topography, soil stability, plants and animals, and any cultural historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

(A) Drainage; Include a statement and tests explaining percolation rates, soil types, and suitability for any onsite sewage disposal systems which may be required.

2. Describe the surrounding properties, including information on plants and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.) Attach photographs of the vicinity. Snapshots or Polaroid photos will be accepted.

North: _____

East: _____

South: _____

West: _____

III. SPECIFIC ITEMS OF IMPACT

1. Solid waste collection (individual disposal, private carrier, city): _____

2. Liquid waste disposal (septic tank-leach line system, see page pit): _____

3. Water supply (domestic well, irrigation district, private water company): _____

4. Source of energy (electricity, propane): _____

IV. FOR ZONE CHANGE, ZONE VARIANCE, AND SPECIAL USE PERMIT APPLICATION:

1. Size and number of structures (include square footage): _____

2. Amount of off-street parking provided: _____

3. Will the project be constructed in phases? If so, describe each phase briefly:

4. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected: _____

5. If commercial, indicate type, estimated employment per shift, and loading facilities:

6. If industrial, indicate type, estimated employment per shift, and loading facilities:

7. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:

CERTIFICATION I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: _____ Signature: _____

Case No. _____ For: _____

Environmental Information Form

According to Section 65943 for the California Government Code your application will be reviewed within 30 days and you or your agent will receive written notice regarding the completeness of your application. The Technical Advisory Committee or other reviewing agencies may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.

According to Section 65944 (C), additional information may be requested in order to comply with Division 13 of the State of California Public Resources Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Glenn County
Planning & Public Works Agency
125 South Murdock Avenue
Willows, CA 95988

WILLIAMSON ACT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____,

BY AND BETWEEN

_____ hereinafter 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 an Agricultural Preserve established by the County pursuant to Section 51230 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 food or fiber and as open space and that the preservation of such land in agricultural production constitutes an 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 limit 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 421 et seq 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:

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

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.

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 agricultural preserve 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 for each parcel of land (Refer to minimum residential construction standards in the Glenn County Code).
- B. Second residence per each parcel of land (Refer to minimum residential construction standards) may be permitted providing that such residence may only be occupied by relatives of the owner or by employees who work on the property.
- C. Accessory buildings such as garages, carports, greenhouses, gardening sheds, recreation rooms, storage of petroleum products for the use of persons residing on the property and any other structures that are customarily used in conjunction with and incidental to a principal use or structure.
- D. Home occupations as defined in Chapter 15.780 of the Glenn County Code.
- E. Growing and harvesting of fruit and nut trees, vines, vegetables, horticultural specialties and timber.
- F. Growing and harvesting of field crops, grain and hay crops, and the growing of grass for pasture and grazing.
- G. Livestock farming, including the raising, feeding, maintaining and breeding of horses, cattle, sheep, goats and similar livestock.
- H. Operation of apiaries and dairies.
- I. Curing, processing, packaging, packing, storage and shipping of agricultural products, however, those particular operations, uses and structures which create smoke, fumes, dust, odor and other hazards may be permitted only if a conditional use permit is first secured.

- J. 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 houses, storage tanks, wind machines, windmills, silos, and other farm buildings.
- K. Game preserves and hunting clubs, private or public, but shall not include permanent facilities such as hotels, motels, restaurants, club houses.
- L. Agricultural service establishments primarily engaged in performing agricultural animal husbandry services or horticultural services to farms.
- M. Temporary landing of aircraft engaged in agricultural uses.
- N. Dehydrators but not for the general public on a commercial basis.
- O. Stands for the purpose of displaying and selling agricultural, floricultural or farming products which are grown or produced on the premises, provided that there shall not be more than one stand per parcel of land. The stand shall be set back from the street or highway right-of-way a distance of at least 20 feet. Such stand must be of good frame construction.
- P. Seasonal Farmworker Housing which meets the Seasonal Farmworker Housing Standards as set forth in Chapter 15.800 and approved for such use pursuant to Title 25 of the California Code of Regulations. Seasonal Farmworker Housing shall also conform to such public health, building, and fire safety criteria as may be established by resolution or ordinance of the Board of Supervisors. (Adopted January 4, 2006-Ordinance No. 1183)

Uses Permitted With a Conditional Use Permit:

The following uses and structures may be permitted in the "AP" 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. Confined animal facility.

Uses Permitted With an Administrative Permit:

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

- A. Natural gas wells.
 - B. Home occupation not in residential dwelling for parcels of at least 10 acres or more in size.
 - C. Agricultural Homestay Establishment.
- 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 agricultural preserve within which the Property is located and may otherwise modify those Ordinances and Resolutions.
 - c. The Ordinances and Resolutions applicable to the agricultural preserve 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 agricultural preserve 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 reasonably 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 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. ANNEXATION TO CITY:

If the Property is annexed to a city, the city shall succeed to all rights, duties and powers of the County under this Contract, except as otherwise provided in the Act.

9. EFFECT OF REMOVAL OF LAND FROM AGRICULTURAL PRESERVE:

Removal of the Property or any portion of it from an agricultural preserve 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.

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

11. 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.

12. 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.

13. 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.
- 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.

14. 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.

15. 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.

16. 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.

17. 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 ten 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 ten 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 non-renew this Contract.

18. CANCELLATION: This Contract may only be canceled in accordance with the provisions of Sections 51280-51286 of the Act.

19. 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.

20. CONTRACT RUNS WITH LAND:

- a. All provisions of this Contract are 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.

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:
David Shoemaker
Clerk of the Board of Supervisors

By:_____
Deputy

APPROVED AS TO FORM:

THOMAS C. AGIN
COUNTY COUNSEL

ACKNOWLEDGMENT

Owner or Owners

STATE OF CALIFORNIA

COUNTY OF GLENN

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

DRAFT

ABC FARMS, INC. A CALIFORNIA CORPORATION

UNANIMOUS WRITTEN CONSENT OF DIRECTORS AND OFFICERS TO CORPORATE ACTION

We, Person A, Person B, and Person C are all members of and together constitute, the Board of Directors and all officers of ABC Farms, Inc. A California Corporation, and by this writing approve the following resolution and consent to its adoption:

RESOLVED, that Person C, as President of the corporation is herewith and hereby authorized and directed to take all steps and prepare, execute and deliver all documents and pay such pay such fees on behalf of the corporation necessary to make application for placing the corporation's hereinafter designated real property in the California Land Conservation Act (Williamson Act, Farmland Security Zone) in connection with the corporation's real property under Glenn County current assessor parcel numbers 00-000-0, 00-000-0 and 00-000-00 and to sign the Williamson Act Contract and/or Farmland Security Zone for and on behalf of the corporation, any other documents to accomplish placing the corporation's real property identified by said assessor's parcel number into the Williamson Act.

This consent is executed pursuant to Subdivision (b) of Section 307 of the California Corporation's and is filed with the minutes of the Board meetings and may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

DATED: Month, Date

PERSON A Signature
President

DATED: Month, Date

PERSON B Signature
Vice President

DATED: Month, Date

PERSON C Signature
Secretary/Treasurer

**GLENN COUNTY
PLANNING & PUBLIC WORKS AGENCY
SERVICES AGENCY
125 SOUTH MURDOCK AVENUE
WILLOWS, CA 95988
(530) 934-6540 FAX (530) 934-6713
www.countyofglenn.net**

**INSTRUCTIONS FOR FILING APPLICATION
FOR VOLUNTARY MERGER**

This list is intended to meet the requirements of the State of California Government code Section 65940.

1. Application form must be properly filled out and signed by owner(s) of property. All property owners must sign (husband and wife) or a Power-of-Attorney must be submitted specifically authorizing a designated person to sign this application. If a corporation is the property owner, a Resolution from the corporation authorizing this application shall be submitted.

2. Application Fee: \$686.00

(not applicable when included with Williamson Act or Farmland Security Zone Application)

3. One copy of the current County Assessor's Map with the property of the proposed voluntary merger delineated must be submitted with the application.

4. Title Report and Current Deed(s).

5. Legal description of the merged parcel prepared by a licensed land surveyor.

The Technical Advisory Committee may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.

Voluntary Merger # _____

GLENN COUNTY
PLANNING & PUBLIC WORKS AGENCY
125 SOUTH MURDOCK AVENUE
WILLOWS, CA 95988
(530) 934-6540 FAX: (530) 934-6713
www.countyofglenn.net

APPLICATION FOR VOLUNTARY MERGER

Note: Failure to answer applicable questions and required attachments could delay the processing of your application.

1. Landowner:

Name: _____

Address: _____

Phone: (Home) _____ (Business) _____ Fax: _____

E-mail: _____

2. Site Locations: _____

3. Assessor's Parcel Number: _____

4. Existing Zoning: _____

5. Existing Use of Property: _____

6. Size of merged lot: _____

7. Is there a deed of trust on the property?
Explaining which part of the property is covered by the deed of trust:

DECLARATION UNDER PENALTY OF PERJURY

(Must be signed by the Applicant and the Property Owner)

I am (We are) the owner(s) of property involved in this application and I (We) have completed this application and all other documents required.

I am (We are) the owner(s) of the property consenting to the preparation and submission of this application.

I (We) declare under penalty of perjury that the foregoing is true and correct.

The Property Owner(s) and (or) Applicant(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

Property Owner(s):

Signed: _____

Address: _____

Date: _____

Applicant(s):

Signed: _____

Address: _____

Date: _____

Applicant(s):

Signed: _____

Address: _____

Date: _____

After Recordation Please Return to:

Glenn County
Planning & Public Works Agency
125 South Murdock Avenue
Willows, CA 95988

NOTICE OF VOLUNTARY MERGER

I (We) hereby certify that the land described below is voluntarily merged into one parcel of land according the Section 66499.20-3/4 of the California Government code and Section 17.26.020 B of the Glenn County Code.

The County does not represent that the issuance of any entitlement such as a building permit, zoning clearance, environmental health approval or any other permit is guaranteed by the recording of the Notice of Voluntary Merger.

Signed: _____

Name: _____

Signed: _____

Name: _____

Date: _____

Assessor's Parcel No: _____

County of Glenn: _____ Date: _____

Daniel A. Obermeyer
Director

PARCEL DESCRIPTION

All that certain real property situate in the County of Glenn, State of California, described as follows:

Attached Exhibit A: