

# LANDOWNER STATEMENT

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## LANDOWNERS' STATEMENT OF COMPLIANCE WITH THE WILLIAMSON ACT

### A. Statement of Intent

San Luis Obispo County Department of Planning and Building cannot take action on any building permit or land use permit application involving a new structure or use on a parcel restricted by a Land Conservation 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 in compliance with and is compatible with the Land Conservation Contract.

The purpose of this form is to provide sufficient information to make a determination of compliance and to document that the landowner/applicant is aware of the provisions of Government Code Section 51250 (also known as the Laird Bill, AB 1492) regarding material breaches of land conservation contracts and associated financial penalties.

### B. Applicant Information

#### Landowner:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

#### Applicant (if different from landowner):

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

**Assessors Parcel Number(s)** of all land under land conservation contract affected by the application for a land use permit or building permit:

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

**C. Project Description**

Building Permit Application No. \_\_\_\_\_

Land Use Permit Application No. \_\_\_\_\_

Describe in detail what the project consists of: \_\_\_\_\_

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Explain how you intend to place the proposed structure or establish the use to minimize impacts on the property and to not compromise long-term agricultural operations: \_\_\_\_\_

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**D. Existing Contract Information (Submit a copy of the contract with this form)**

Original Contract Name: \_\_\_\_\_

Contract Recording Information: \_\_\_\_\_

Contract Resolution Number: \_\_\_\_\_

Assessor's Parcel Number(s) subject to the contract: \_\_\_\_\_

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Minimum Parcel Size for Conveyance: \_\_\_\_\_

**E. Existing Buildings and Non-Agricultural Land Uses**

Describe all existing buildings on the property, including their size, location and use and identify the assessors parcel number if there are multiple parcel numbers:

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Describe all existing non-agricultural land uses on the property (if any), including their scope and duration, location and the assessor's parcel number, if there are multiple parcel numbers:

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**F. Existing Agricultural Use**

Describe in detail all current agricultural crops and activities (or the last crop grown and the approximate date planted, if fields are currently fallow):

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**G. Proposed Measures to Ensure Continued Compliance**

What is your long-term intent for the property? \_\_\_\_\_

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Explain how you are maintaining the agricultural viability of the land and how agriculture will remain the primary use of the property:

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Explain how new structures or operations on the parcel will neither restrict nor impede any existing agricultural operations on the existing parcel or on adjoining contracted land:

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Explain how your agricultural operations will not result in any lands being proposed for withdrawal from the Williamson Act:

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## H. Acknowledgement

The Landowner makes the following representations:

- 1) I acknowledge that the activity, use or structures as proposed will be conducted in such a way as to maintain the agricultural viability of the parcel and ensure that agriculture is the primary use of the property.
- 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 San Luis Obispo County Code and the San Luis Obispo County Rules of Procedure To Implement The California Land Conservation Act of 1965.
- 3) I understand that AB1492 (Government Code Section 51250) defines specific and substantial penalties if structures on the parcel are found by the County of San Luis Obispo or the State of California to result in a material breach of the contract provisions.
- 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."
- 5) I acknowledge that the activity, use or structures as proposed are of a size and type that would not adversely affect the on-site or adjacent farming operations and would be incidental to or in support of the primary agricultural use of the property. I understand that the County has a "right to farm" policy.
- 6) I understand that it is my sole responsibility as the Landowner to ensure that all activities, uses and structures on this parcel are in compliance with the provisions of the Williamson Act and San Luis Obispo County Code, and that those activities will not result in a material breach of the Land Conservation Contract.

- 7) The evidence I have provided in this application or in an attached written statement supports the following findings:
- a) 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 Agricultural Preserve.
  - b) 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 vicinity. 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.
- 8) 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 San Luis Obispo ("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 the County and its agents, officers or employees resulting directly or indirectly from approval of the project, including any claim for attorney fees claimed by or awarded to any party from the County. The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
  - 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. 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 costs associated with responding to the claim, action or proceedings, including expert consultant and witness costs.

- 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