

Williamson Act Residential Vacation Rental Landowner Statement

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 zoning clearance, building permit or land use permit application involving a new structure or new land use on a parcel restricted by a Land Conservation Contract until such time as sufficient evidence is presented to the County 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.

Residential Vacation Rentals are allowed on properties subject to land conservation contracts in existing permitted residences if the criteria listed below can be met. In the Inland area residential Vacation Rentals are subject to Title 22 and are processed as a Zoning Clearance. In the Coastal Zone Residential Vacation Rentals are subject to Title 23 and are processed as Minor Use Permit/Coastal Development Permits. (Including TOT and business license.)

- 1) Properties must be in compliance with the provisions of their contracts (when entered into) and have current and ongoing agricultural use as required by the Williamson Act.
- 2) Residential Vacation Rentals must have an on-site resident manager (or other designated off-site manager), be incidental to and in support of the primary agricultural enterprise and be consistent with the 3 Principles of Compatibility in the Williamson Act [Government Code Section 51238.1.(a) through (c)].
- 3) One Residential Vacation Rental is allowed per land conservation contract. A Residential Vacation Rental is not allowed in addition to a Bed and Breakfast (one or the other but not both). Farm Support Quarters cannot be used for Residential Vacation Rentals.
- 4) Guest occupancy (including private parties) is limited to a maximum of 12 overnight guests with the total day time guests and visitors not to exceed 30 people*, excluding children under 5 years of age. Properties with a single residence are limited to 120 days of transient occupancy and no more than 4 tenancies per month. Properties with two or more residences (one vacation rental) are allowed no more than 4 tenancies per month.
- 5) Temporary events are not allowed unless authorized under the appropriate land use permit as required by the respective Land Use Ordinance (Title 22 or Title 23).

*Within Adelaida/Willow Creek Area visitors are limited to 18 (Ordinance No. 3338)

B. Applicant Information

Landowner:

Name _____

Address _____

Telephone Number _____

Applicant (if different from landowner):

Name _____

Address _____

Telephone Number _____

Designated Residential Vacation Rental Manager:

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. Residential Vacation Rental Use and Management

Zoning Clearance Application No. _____

D. Existing Contract Information

Original Contract Name: _____

Contract Recording Information: _____

Contract Resolution Number: _____

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

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:

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:

F. Existing Agricultural Use

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

G. Proposed Measures to Ensure Continued Compliance

What is your long-term intent for the agriculture on your property?

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

Explain how the proposed Residential Vacation Rental will neither restrict nor impede any existing agricultural operations on the existing parcel or on adjoining contracted land:

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

H. Acknowledgements and Representations

The Landowner makes the following representations:

- 1) The proposed Residential Vacation Rental will be managed 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) The proposed Residential Vacation Rental is 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 proposed Residential Vacation Rental will be managed in such a way that:
 - 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 Residential Vacation Rental and any related discretionary or ministerial actions, the Owner and Applicant, jointly and severally, 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.

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

Applicant(s): _____
 (If different from above) Signature Date

Designated Manager(s): _____
Signature Date