

## **Santa Clara County Williamson Act Program**

### **GUIDELINE FOR PROCEDURES FOR COUNTY NON-RENEWAL OF WILLIAMSON ACT-CONTRACTED PARCELS SUBSTANDARD IN SIZE**

County recognizes that there are situations where substandard sized parcels held in common ownership and operated as a single business entity, whether or not such parcels are contiguous, may meet Williamson Act requirements. In this light, prior to initiating the non-renewal process, the County will identify such parcels to determine if the aggregate parcels meet Williamson Act requirements. If the land is in compliance with state statute, no action will be taken. If the land is not in compliance, the land will be non-renewed according to the following procedures.

#### **Procedures**

1. County files and records (within 20 days of filing) notices of non-renewal of Williamson Act contracts for parcels that are less than minimum acreage required for a Williamson Act contract (10 acres prime land, 40 acres non-prime land). County sends copy of the notice of non-renewal to property owners and the Department of Conservation. County provides property owners with pertinent information regarding non-renewal, including the difference between non-renewal and contract cancellation, resulting tax increase, claim for reassessment exclusion for transfer between parent and child, and right to protest (including information about 3 year delay of tax increase).
2. Property owner has 60 days to protest the non-renewal in writing by submitting the following:
  - a. Proof that there is an existing commercial farm business on the substandard parcel and the contracted land is in commercial agricultural production based on criteria adopted by the Board of Supervisors.
  - b. Where the existing farm operation is located on substandard parcels, the owner(s) must enter into and submit a copy of a recorded joint management agreement for the life of the Williamson Act contract that formally establishes a joint farming operation on the aggregate parcels.
3. County sends property owner acknowledgement that written protest has been received.
4. Planning and Development staff, in conjunction with the Agricultural Commissioner, reviews documentation provided by the property owner(s) and makes a final determination.
5. County files and records withdrawal of notice of non-renewal prior to end of calendar year if such a determination has been made.

## **Tentative Schedule**

### ***Phase I (March - May 2006)***

- Two subdivisions called out in State audit (Golden Heights Estates in Gilroy – Contract 68.084; and San Martin Estates in San Martin – Contract 75.004)
- Prime and nonprime land parcels less than 5 acres

### ***Phase II (June - August 2006)***

- Prime and nonprime land parcels 5 acres to 9.99 acres

### ***Phase III (September - October 2006)***

- Nonprime land parcels less than 40 acres

Adopted 3/14/06

**SAMPLE JOINT MANAGEMENT AGREEMENT**

Return Document to:

[Insert Owner name/address]

---

**WILLIAMSON ACT  
JOINT MANAGEMENT AGREEMENT**

\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively, “Owners”) own the following properties which are collectively referred to as the “Property” in this Agreement:

APN: _____	Acreage (approx.): _____
APN: _____	Acreage (approx.): _____
APN: _____	Acreage (approx.): _____

The Property currently is used collectively for the following agricultural use(s):

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

The Property is subject to Land Conservation (Williamson Act) Contract(s) pursuant to the Williamson Act, Government Code § 51200 *et seq.* Although the individual properties do not meet the minimum acreage that the Williamson Act presumes is necessary to sustain commercial agricultural use, the properties are able to sustain agricultural use when jointly used and managed for agricultural use. Therefore, Owners agree that the commercial agricultural use(s) on the properties comprising the Property will be operated collectively and under the joint management of the owners of all of the properties for so long as any portion of the Property remains under Williamson Act contract.

If in the future the commercial agricultural use(s) on any of the properties is proposed to be operated independently from the other lots under this Joint Management Agreement (“Agreement”), this Agreement may be amended if the owner of the lot that is proposed to be operated independently submits documentation demonstrating, to the satisfaction of the County of Santa Clara Planning Office and County of Santa Clara Agricultural Commissioner’s Office, that the independent operation can by itself function as a viable

commercial agricultural unit and that the lots that remain under the Joint Manage Agreement can continue to function as a viable commercial agricultural unit.

This Agreement will remain in effect for so long as the Property, or any portion thereof, remains under Williamson Act contract. Once any portion of the Property is no longer under Williamson Act contract, this Agreement will terminate with respect to that portion of the Property, but the Agreement will remain in effect for any portion(s) of the Property remaining under Williamson Act contract. Owners acknowledge that termination of the Williamson Act contract for a portion of the Property may cause the County to issue a notice of nonrenewal for the Williamson Act contract(s) applicable to the remainder of the Property.

This Agreement constitutes a covenant running with the land pursuant to Civil Code § 1468 and is binding on Owners and their successors in interest including, but not limited to, their heirs, executors, administrators, trustees and assigns.

The County of Santa Clara is a third party beneficiary to this Agreement and may enforce the Agreement through any lawful means available to County.

The effective date of this Agreement is the latest date of any of the Owner signatures below.

**Owners**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

[Note: All owner signatures must be notarized]

3/14/06