



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Mark J. Hendrickson
Director

2222 "M" Street
Merced, CA 95340
(209) 385-7654
(209) 726-1710 Fax
www.co.merced.ca.us

Equal Opportunity Employer

Williamson Act - Land Conservation Contract Modification

Application Packet

Attached are instructions and forms needed to submit a Williamson Act Land Conservation Contract Modification.

These include:

1. Application Instructions
2. Williamson Act Land Conservation Contract Application
3. Assessor Parcel Number List Form
4. Income and Production Questionnaire
5. Williamson Act Contract

The following is NOT included in this package:

6. Rules and Procedures for Implementation of the Land Conservation Act of 1965
 - You may request this document from the Planning Department or download it from <http://www.co.merced.ca.us/DocumentView.aspx?DID=3035>

In addition you will need to provide the following materials:

- Assessor's Parcel Map (may be obtained from the County Assessor's Office)
- Plot Plan (Please refer to example)
- Processing Fee (\$400.00 per Contract)
- If ownership is under partnership, trust,* corporation, etc., documentation needs to be provided showing authorization of the signers.

* If your property is held in a trust, remember to bring in the documentation that created it. A copy of the first page, and last pages with the signatures, is sufficient.

Please refer to ***Application Instructions*** for specific requirements.

**ATTENTION: NEW APPLICATIONS (OR EXPANSION OF CONTRACT AREA) ARE
CURRENTLY NOT BEING ACCEPTED**

While we can process this application at any time of year, please note that if you wish to have your property line adjustment recorded in this calendar year, you must submit all required fees and materials no later than September 30 of the same year.

Additional information may be obtained from the Merced County Community and Economic Development Department. Call Pam Navares (209) 385-7654 or email pnavares@co.merced.ca.us

Questions as to the Income and Production Questionnaire, Assessor's Map, and Title Report and Tax Information should be referred to the Merced County Assessors Office. Call (209) 385-7631

Application Instructions

Please review the *Rules and Procedures* and the *Land Conservation Contract* VERY CAREFULLY. These are binding legal documents that restrict the use of contracted lands.

Applications that are incomplete or do not meet the criteria will not be accepted.

Checklist

1. Williamson Act Contract Application Cover Sheet
2. Williamson Act Contract
3. Assessor Parcel Number List
4. Assessor Parcel Map
5. Income and Production Questionnaire
6. Plot Plan (Provided By The Applicant)
7. Processing Fee
8. Title Documentation (If Required By Staff)
9. Trust Papers / Partnership Agreement / Corporate Authorization

Williamson Act Contract Application Cover Sheet

Enter the necessary information of the persons to receive the recorded forms and future correspondence. A separate application is needed for each contract. Whoever prepared the application forms (i.e. agent or primary owner) must sign as to the truth and accuracy of the information provided.

Williamson Act Contract

The original copy of the Land Conservation Contract signed by the applicant-owners must be submitted. Photocopies or facsimiles of signatures or notary blocks will not be accepted. All owners (partners, spouses etc.) must sign and be notarized. If ownership is under trust, partnership, or corporation, documentation must be provided showing authorization of the signers. See *below*.

Assessor Parcel Number (APN) List

Please list each parcel that is to be placed under this contract by its corresponding Assessor Parcel Number(s), one APN per line, up to ten APNs per page. Do not skip lines. Do not put the same number more than once. Number additional pages as follows: 1 of 3, 2 of 3, etc. APNs need to be in this format: 000-000-000. The name of the property owner(s) should be the same as it appears in the Assessors Records. Please list the predominate land use for each parcel (i.e., grazing, row crops, orchard). Shaded areas will be completed by staff.

Assessor Parcel Map

These may be obtained from the Assessors Office. Please submit all parcel maps corresponding to the numbers on your list. Do not include more than one of each map page. Verify the acreage for each parcel and the parcel number so they are consistent with the figures provided on the *APN List* and the *Income and Production Questionnaire*. Please provide a clean, unmarked set as these map pages will be recorded to show the location of the land under contract.

Income and Production Questionnaire

Please complete this section thoroughly, providing as much information as is relevant to your operation. Each APN requires a separate questionnaire. Again, whoever prepared the application (whether agent or primary owner) must sign as to the truth and accuracy of the information provided.

Please contact the Assessors Office if you have any questions regarding this form.

Plot Plan

Please provide a plot plan, showing property dimensions, approximate size and location of improvements and land use, i.e. row crops, orchards, etc. The plot plan need not be engineered to professional survey standards, but it must be drawn to scale, legible, and capable of being copied in black and white. The Assessor's Office may have a copy of a plot plan for your property already on file.

Processing Fee

A *non-refundable* application fee of \$400.00 is required at the time of submittal for *each* contract. Checks should be made payable to the *County of Merced*.

Title Report

A Preliminary Title Report may need to be submitted for all the land to be put under contract if there are questions as to ownership. If a title report is required you will be notified.

Trust Declaration & Certification Pages

Usually the first and last pages of the trust document, copies of the declaration and certification pages will be used to identify the applicants to the property if it is held in a trust. If the property is owned in a trust, partnership or corporation, documentation **MUST** be provided showing the authorization for the signers.

Some Important Points To Consider

- You may submit as many parcels as you wish for a single contract as long as they are all owned by the same person or entity. Conversely, you don't need to have all your parcels under a single contract. You may wish to submit some parcels under one contract and others under another. However, each contract is a separate application and requires an additional \$400.00 fee.
- **If your property is within a growth boundary of a city it could be annexed. Williamson Act Contracts will limit urbanization. Be aware of your options and limitations before signing.**
- Applications need to be complete and meet the criteria in the *Rules and Procedures* in order to be accepted.
- Applications not included within the Agricultural Preserve, but that otherwise meet the approval criteria, will be acted upon at a special meeting by the Board of Supervisors later in the year.
- Actions such as a zone change, parcel line adjustment, or other will need to be completed before an application is accepted.
- Applications for properties in violation of the Merced County Zoning Code will not be accepted until the violations are corrected.



Williamson Act Conservation Contract Application

Mark J. Hendrickson
Community and Economic
Development Director

2222 "M" Street
Merced, CA 95340
(209) 385-7654
(209) 726-1710 Fax
www.co.merced.ca.us

Equal Opportunity Employer

Submittal Date: _____ WA Application No. _____

Owner(s): _____

Address: _____
City: _____ State: _____ Zip Code: _____

Telephone Number: () _____ Cell Phone: () _____
E-mail _____

Agent: _____

Address: _____
City: _____ State: _____ Zip Code: _____

Telephone Number: () _____ Cell Phone: () _____
E-mail _____

I depose and say that I am the (an) owner of the land(s) to be placed under Williamson Act Contract, or an approved agent of the owner(s), and that I have the authority to act in this matter and that the information submitted for this application is true and correct to the best of my knowledge.

THE OWNER OR AGENT WHO FILLED OUT THE APPLICATION MUST SIGN THIS STATEMENT

Signature of Owner or Agent _____ Date _____

FOR STAFF USE ONLY

Check List

Item	Complete		Comments
	Yes	No	
Contract	<input type="checkbox"/>	<input type="checkbox"/>	
APN List (Exhibit A)	<input type="checkbox"/>	<input type="checkbox"/>	
NEW APN Map (Exhibits B & D)	<input type="checkbox"/>	<input type="checkbox"/>	
Previous WA Contract (Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	
Recorded C of C for the PLA	<input type="checkbox"/>	<input type="checkbox"/>	
Trust\Corporate Papers Required	<input type="checkbox"/>	<input type="checkbox"/>	
Income & Expense	<input type="checkbox"/>	<input type="checkbox"/>	
Application Accepted	<input type="checkbox"/>	<input type="checkbox"/>	WA Application No. _____
Fees Paid	<input type="checkbox"/>	<input type="checkbox"/>	Receipt No. _____

Comments:

Processing

Phase _____ Date _____ Staff Member _____

Planning Clearance:
Assessor Clearance:
Board Action:
Recordation:

EXHIBIT A

County of Merced

Land Conservation Contract

Assessor Parcel Number List

Submittal Date _____

Contract No.: _____

Sheet _____ of _____

Owner _____

Address _____

City _____ State _____ Zipcode _____

Telephone _____ E-Mail _____

Shaded Columns are for Staff Use Only

Assessors Parcel Number	Verified	Property Owner	Verified	Land Use	Verified	Parcel Size	Verified	Agricultural Preserve	Accepted
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Use Additional Sheets as Necessary

Comments: _____



Barbara J. Levey
Merced County Assessor

WILLIAMSON ACT
INCOME AND PRODUCTION
GENERAL INSTRUCTIONS

2222 M Street Phone: (209) 385-7631
Merced, CA 95340 Fax: (209) 725-3956

- Please complete all documents to the best of your ability.
- The Rangeland form is for non-irrigated, dry native pasture only. If you do not have rangeland, write “**None**” across the top of the Rangeland form.
- Please be sure to complete the Williamson Act Production Report table, located herein.
- Please use a separate form for each parcel you are putting under contract. You may request additional forms from the Planning Department or Assessor’s Office and/or make copies.assessor directions.doc



BARBARA J. LEVEY
Assessor-Clerk-Recorder-ROV

WILLIAMSON ACT
INCOME AND PRODUCTION
QUESTIONNAIRE

2222 M Street Phone: (209) 385-7631
Merced, CA 95340 Fax: (209) 725-3956

OFFICIAL REQUEST

This official request is made in accordance with Section 441 of the Revenue and Taxation Code. This statement must be completed according to instructions and filed with the Assessor.

Failure to file this statement, when requested, may result in county initiated non-renewal.

This statement is not a public document. The information contained herein will be held secret by the Assessor (Sec. 451, Rev & Tax Code); it can be disclosed only to the district attorney, grand jury, and other agencies specified in Sec. 408 of the Rev. & Tax Code. Attached schedules are considered to be part of the statement.

CONTRACT NO. PARCEL NO.
NAME: _____

ADDRESS: _____

CONFIDENTIAL

CONFIDENTIAL

Dear Property Owner:

Please use a separate form for each parcel you are putting under contract. You may make copies or ask for additional forms.

As you know, the law requires the Assessor to review all Williamson Act properties each year on the basis of earning ability. To do this, it is necessary that we annually obtain current data on income, rentals, expenses and production for the particular type of operation involved. Your cooperation is requested by furnishing this data on the above described parcel. Please complete this questionnaire and return it with the rest of the forms in the packet.

If you have any questions concerning the form or the Williamson Act, please telephone (209) 385-7631. Thank you for your cooperation.

PLEASE ANSWER EACH QUESTION. If a question does not apply, indicate "N/A" (Not Applicable). Where necessary, attach schedules or lists to explain any answer in further detail. Remarks may be entered on the back of this form.

1. Please check the current use(s) occurring on this property and the acreage of each.

- A. Irrigated Land, Orchard, Vineyard, Dry Land, Other (describe), Homesite, Dairy, Dairy Site, Poultry. Includes fields for no. acres, no. of cows milked, and no. of birds.

B. If this is a grazing property, please indicate the type of operation:

- Cow-Calf, Stock-feeder, Sheep, Dairy, Other

2. Do you lease or rent all or any portion of this property? Yes No If yes, please answer the following for the past crop year:

A. Name of tenant Address

B. Number of net farmable acres rented or leased

C. Length of lease: From (month) (year) to (month) (year)

D. Is rent based upon: Crop share, or Cash amount per acre.

E. Total annual rent to owner for most recent year \$

F. If rental is based on crop share, show share percentage

G. Does landowner pay the following expenses?

Irrigation water: Yes No \$ _____ per acre year. Fence/structure expense: Yes No
Improvement Dist. Assessment: Yes No \$ _____ per year. Real property taxes: Yes No
Pump/pipeline expense: Yes No Other (describe) _____
Insurance (deduct owner's home) Yes No

H. Does rent include structural improvements? Yes No If yes, please indicate annual rent allocated to the following, if known

Residence \$ _____ Dairy \$ _____ Other _____ \$ _____
 Irrigation Pump Pipeline Sprinklers

3. If you are an owner-operator, give us your best estimate of the rent per acre which you could receive _____

4. Please indicate type(s) of irrigation system and estimate number of acres if more than one system.

Dirt Ditch _____ Concrete Ditch _____ Concrete Pipeline _____ Permanent Set _____ Pull Hose _____
 Drip _____ Micro Sprinklers _____ PVC _____ Other (describe) _____

5. If income from subjected property is derived from any non-farming activity, please answer the following:

A. Source Oil or Gas Rights Hunting rights Recreational Quarrying Mining CRP
 Tower Other (explain) _____

B. Gross income per acre per year for each source:

Source: _____ \$ _____ Length of lease: From _____, _____ to _____, _____.
(month) (year) (month) (year)
Source: _____ \$ _____ Length of lease: From _____, _____ to _____, _____.
(month) (year) (month) (year)
Source: _____ \$ _____ Length of lease: From _____, _____ to _____, _____.
(month) (year) (month) (year)
Source: _____ \$ _____ Length of lease: From _____, _____ to _____, _____.
(month) (year) (month) (year)

6. If production is either more or less than what would be considered "typical" for the area, would you please explain.

7. Please indicate any additional information you feel may help us make a fair assessment of your property.

I certify (or declare) under penalty of perjury under the Laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct and complete to the best of my knowledge and belief.

Signed in _____ California, this _____ day of _____, _____.
(month) (year)

Signature of Owner, or Corporate Officer Title, if Corporate Officer/Partner Telephone Number (8am-5pm)

GRAZING LAND

A. Grazing Land Production: Number of Acres _____ Estimated Carrying Capacity _____ Acres/animal unit

B. Rental Data:

Was any portion of the ranch leased or rented for grazing within the past year?

Yes _____ No _____ (If "No" go to "C")

Rental for grazing: \$ _____ per acre, \$ _____ per head, \$ _____ per animal unit

Total cash rent \$ _____ Other _____

Please show five year income rental history: Current _____ 2002 _____ 2001 _____

2000 _____ 1999 _____

Date current rent was negotiated _____ Length of Lease: _____ years

Name of tenant _____ Phone: _____

Lease terms _____

Does the lease include a house? Yes _____ No _____

If yes, do you require extra rent? Yes _____ No _____ How much per year? _____

C. Number of Animals and Months Grazed: Please complete this section if rent is NOT based on a \$ per animal unit basis.

KIND	Number	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL DAYS
Example: COWS	<u>50</u>	<u>1</u>				<u>15</u>						<u>15</u>	<u>31</u>	<u>182</u>

<u>Bulls</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Cows</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Cows w/ calves</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Replacement Heifers</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Stockers</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Stockers:	Weight in: _____	Weight out: _____												
Sheep:	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Please check months on supplemental feed and percent of feed that was from supplemental sources:

<u>Item</u>	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<u>Months on Suppl. Feed</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Percent Supplemental*</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

* Your best estimate – 10%, 25%, 50%, 75%, etc.

What and how much was fed per day (or week, month)? _____

D. For Landlords Only:

As the owner, how much did you spend for the following during the past year?

Landlord Expense

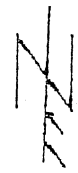
Taxes	\$ _____
Insurance	\$ _____
Fence, Road Repairs	\$ _____
Water Supply Maint./Development	\$ _____
Building Maintenance	\$ _____
Range Renovation, Fertilizer	\$ _____
Other (list) _____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL \$ _____

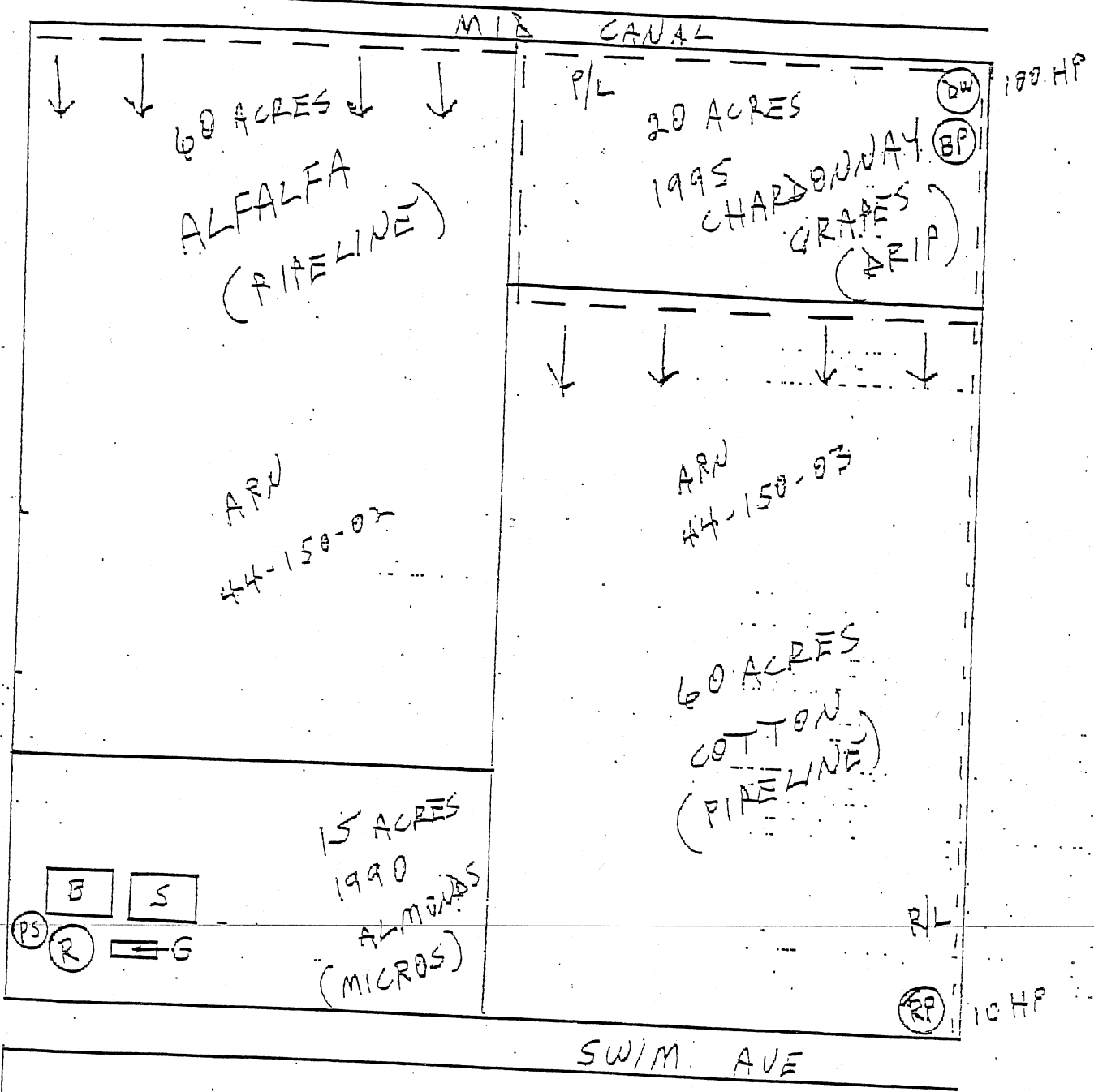
Does the insurance expense include the owner's home? Yes _____ No _____

If yes, estimate the expense for the home insurance: \$ _____

SAMPLE



Ⓛ 5 HP



S
I
N
K
S
T

- R - RESIDENCE
- PS - PRESSURE SYSTEM
- B - BARN
- S - SHOP
- G - GARAGE

- P/L - PIPELINE
- R/L - RETURN LINE
- DW - DEEP WELL
- RP - RETURN PUMP
- Ⓛ - LOW LIFT

**NOTICE OF RESCISSION AND
SIMULTANEOUS RE-ENTRY INTO
CALIFORNIA LAND CONSERVATION
CONTRACT NO. _____**

THIS SPACE FOR RECORDERS ONLY

RECORDED AT REQUESTED OF
MERCED COUNTY BOARD OF
SUPERVISORS

WHEN RECORDED RETURN TO
MERCED COUNTY COMMUNITY
AND ECONOMIC DEVELOPMENT DEPARTMENT

LAND CONSERVATION CONTRACT NO. _____

(Williamson Application No. WA__ - _____)

**INCLUDING A RESCISSION OF LAND CONSERVATION CONTRACT NO. _____
AND ENTERING INTO THIS CONTRACT IN ITS PLACE PURSUANT TO GOVERNMENT
CODE SECTION 51257**

THIS LAND CONSERVATION CONTRACT is made and entered into this ____ day of _____
20__ by and between:

hereinafter referred to as "Owner", and the COUNTY OF MERCED, a political subdivision of the
State of California, hereinafter referred to as "County".

WITNESSETH:

The purpose of this Contract is to qualify the land subject hereto for land assessment
purposes as provided in the Land Conservation Act of 1965 (Williamson Act), as amended, as
said Act existed at the time of execution of this Contract.

WHEREAS, Owner possesses certain real property located within the County, which
property is presently devoted to agricultural use and is described in Exhibit A, and Exhibit B
attached herewith; and

WHEREAS, said real property of Owner is a portion of Land Conservation Contract
_____ approved on _____ and recorded on _____ as shown
in _____ of the Official Merced County Records as shown in Exhibit C; and

WHEREAS, the property lines of the parcels, as described in Exhibit D, were redrawn as
a result of Property Line Adjustment _____ approved on _____ and completed

upon recordation of Certificate of Compliance No. _____ recorded on _____ as Document Number _____ of the Official Merced County Records; and

WHEREAS, Owner possesses land within Land Conservation Contract No. _____ as shown in Exhibit B; and

WHEREAS, pursuant to Government Code Section 51257 the parties may upon their mutual agreement rescind a contract to simultaneously enter into a new contract for the property as described in Exhibits A and B attached herewith ; and

WHEREAS, the Owner and the County desire to rescind Land Conservation Contract No. _____, for the area shown in Exhibits A and B, and enter a new Contract for the land described in Exhibits A and B; and

WHEREAS, both Owner and County desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of land to urban use, recognize that such land has substantial value to the public as open space and the preservation of such land in such use constitutes an important physical, social, aesthetic, and economic asset to County; and

WHEREAS, said property is situated within an area the County has heretofore identified as within the Merced County Agricultural Preserve.

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

1. The area of Land Conservation Contract No. _____, as shown in Exhibits A and B, is hereby rescinded as of January 1, 201_ and, simultaneously this Contract is entered into commencing the 1st day of January 201_, for the land described in Exhibits A and B.

2. This Contract is made and entered into pursuant to the Land Conservation Act of 1965, as amended, and is subject to the applicable provisions thereof.

3. During the term of this Contract the above described land shall not be used for any purpose, other than agricultural and compatible uses. No structures shall be erected upon said land except structures, as may be directly related to and compatible with allowed uses hereunder. Owner waives any right to a non-conforming use if such use is not listed on the Application for Land Use Contract.

4. If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of condemnation, the provisions of Section 51290-51295 of the California Government Code shall apply.

5. This Contract shall remain in effect for an initial period of ten (10) years or as otherwise amended by the California State Legislature. Each year, on the anniversary date of this Contract, one year shall be automatically added to the initial term or as otherwise amended by the California State Legislature, unless notice of non-renewal is given as provided in Section 51245 of the California Government Code. County shall record the notice of nonrenewal as required by Section 51284; provided, however, that Owner agrees that failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

6. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to owner as a result of the method of calculating the assessed value of the subject land due to the restrictions placed thereon.

7. This Contract may not be canceled except in the manner provided in Sections 51280 through 51285 of the Government Code of California. In the event a Contract cancellation is approved, the owner shall pay a cancellation penalty equal to twenty-five (25) percent of the current fair market value of the land as if free from contractual restriction. Twelve and one-half (12-1/2) percent of said penalty shall go to the County and twelve and one-half (12-1/2) percent of said penalty shall be forwarded by the County to the State.

8. The Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto. In the event the land under this Contract is divided, the Contract identical to the Contract then covering said land shall be executed by the Owner(s) of each parcel created by the division at the time of the division. Any such division shall be made only upon approval of County and upon condition that each parcel after division meets the requirements of the agricultural preserve. County shall require, as a condition of the approval, the execution of the Contracts provided for in this paragraph.

9. The Owner agrees no additional, separate legal parcels currently exist within the property that may be recognized by a certificate of compliance during the term of the Contract pursuant to Government Code Section 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys. The owners will not apply for or otherwise seek recognition of additional legal parcels within the property based on certificates of compliance during the term of the Contract.

10. Owner agrees to furnish to the Merced County Assessor all requested information necessary to value this property in accordance to the California Land Conservation Act and this Contract. Noncompliance may result in the County of Merced initiating non-renewal.

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

OWNERS:

Signature

Print Name

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

James Brown, Clerk

COUNTY OF MERCED

By: _____
Deputy

By: _____
Chairman of the Board of Supervisors

APPROVED AS TO FORM:

Forrest Hansen,
Merced County Counsel