

APPENDIX 1

Initiating a Williamson Act Contract

1. Checklist of Required Application Materials
2. Agricultural Preserve and Williamson Act Contract Application Form
3. Commercial Agriculture Determination Form
4. Guidelines for Commercial Agriculture
5. How to Use the NRCS Website to Determine Class I and II (Prime) Soils

Alameda County

**CHECKLIST of REQUIRED APPLICATION MATERIALS
for
An Agricultural Preserve and Williamson Act Contract**

The following checklist is for contracts based on commercial agriculture:

For Clerk of the Board

2 copies of the Application Form

8 copies of Assessor's Map Pages

Deed or Title Report

Filing Fee

For Planning Department

8 copies of Site Map

Commercial Agriculture Determination Form

Schedule F of Federal Income Tax Return (or similar documentation)

Joint Management Agreement, if applicable

Lease Agreement, if applicable

Verification of prime soils, if applicable

**AGRICULTURAL PRESERVE AND WILLIAMSON ACT CONTRACT
APPLICATION FORM**

To the Board of Supervisors of the County of Alameda, California:

I (we) hereby request the Board to consider and take the necessary action to establish my (our) property as an agricultural preserve and to enter into a Williamson Act contract pursuant to the California Land Conservation Act (Williamson Act) of 1965 and the Alameda County Uniform Rules and Procedures.

Application:

- Establish or Annex to an Existing Preserve and enter into Williamson Act Contract
- Enter into Williamson Act Contract through a Joint Management Agreement (include names and contact information for all owners --- use additional sheets as necessary)

Contract Type:

- Agricultural
- Open Space
- Recreation

Date: _____

Name of Owner(s): _____

Mailing Address: _____
(Street) (City) (Zip Code)

Telephone: _____ Email Address: _____

Owner's Representative (if any): _____

Mailing Address: _____
(Street) (City) (Zip Code)

Telephone: _____ Email Address: _____

Assessor's Description of Property to be Included in the Contract:

Assessor Parcel No. (APN)	Acreage	Owner (last name)

Address and/or approximate location of property: (attach sheet for properties under Joint Management)

The farm or ranch is operated by:

Owner Lessee Lessee name: _____

Filing Instructions on Reverse Side

ADD Office Use Only Box

FILING INSTRUCTIONS

Step I. Compile the following information that will be submitted with your application. If any information is missing, your application may be returned to you until such time as all required materials are included.

A. Forms: Two (2) completed copies of this application form.

B. Assessor's Map Pages

Eight (8) - 8 ½" x 11" copies of Assessor's Map Pages showing all properties to be included in the Williamson Act contract; the Assessor's Map Pages may be obtained from the Assessor's Public Records section or online at www.acgov.org/assessor/phone.htm (click on "Assessor's Maps").

Large properties or non-contiguous parcels may be shown on more than one map page. Before filing, please confirm the correctness of these map copies, and the parcel numbers shown on the application form. Even the most recent tax bills occasionally bear superseded designations. The County Assessor's Office, Appraisal Information Section, can provide assistance with this information.

For information about assessments, taxes and/or assessor parcel numbers, call or visit:

Alameda County Assessor
Administration Building
1221 Oak Street, Room 145
Oakland, CA 94612
Telephone: (510) 272-3787

C. Deed or Title Report

A current legal description of the property to be placed under contract.

Step II. Compile the following additional information for review by the Planning Department. Contact the Planning Department for any needed clarification and to arrange a meeting with a planner to review all the material requested. This review will ensure that all the required material has been assembled and that the applicant meets the qualifications for a contract.

Contact information:

Alameda County Community Development Agency
Planning Department
224 West Winton Avenue, Room 111
Hayward, CA 94544
Telephone: (510) 670-5400

A. Site Map

Please prepare an accurate drawing, approximately to scale, of the property to go under contract. The site map (8 copies) must be no smaller than 8 ½" x 11" and include the following information:

- north arrow and scale (e.g. 1" = 1,000 feet)
- exterior boundaries, the dimensions of the property, and the total acreage
- approximate location of all access and interior roads
- the 2-acre building envelope, if one has been designated
- all buildings (please identify their use and provide the approximate square footage of each building)
- use areas and the approximate acreage involved (e.g. 25 acres vineyard, 15 acres pasture)

FILING INSTRUCTIONS (continued)

B. Additional Information Required for an Agricultural Contract

Please complete the **Commercial Agriculture Determination Form**. This form will be used to determine the applicant's eligibility for an agricultural contract.

For information about agricultural practices, call or visit:

Alameda County Agricultural Commissioner
224 West Winton Avenue, Room 184
Hayward, CA 94544
Telephone: (510) 670-5232

Cooperative Extension
131 Harbor Bay Parkway, Rm 131
Alameda, CA 94502
Telephone: (510) 567-6812

C. Additional Information Required for an Open Space Contract

Please submit a description of the property that identifies it as one of the following: a scenic highway corridor, a wildlife habitat area, a saltpond, a managed wetland area, or a submerged area. These categories are specifically defined under Uniform Rule 3 of Alameda County's Uniform Rules and Procedures Governing Agricultural Preserves and Williamson Act Contracts.

D. Additional Information Required for a Recreation Contract

Please submit 1) a report and a site plan detailing the types, locations, and acreage (if applicable) of intended recreational uses and natural features of the property, and 2) a management plan detailing the ongoing and routine maintenance activities expected on the property. Include in the management plan all future maintenance activity such as vegetative management, activities minimizing fire, flood and other hazards, and any changes to the flora or fauna.

Step III. File the Application and Pay Filing Fee. Once the Planning Department reviews the application for completeness and is prepared to make a recommendation to the Board of Supervisor's regarding the applicant's qualifications for a contract, the applicant should file the application (and other materials described in Step I. above) with the Clerk of the Alameda County Board of Supervisors.

The applicant shall file the required materials, including the filing fee, in person or by mail with:

Clerk of the Alameda County Board of Supervisors
Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612
Telephone: (510) 272-3787

The FILING FEE: _____ . Make the check made payable to the Alameda County Treasurer.

ABOUT THE COMMERCIAL AGRICULTURE DETERMINATION FORM

This form will be used to determine your qualification for a Williamson Act contract where the primary use is agriculture. It is recommended that the applicant read through the Eligibility Requirements for Williamson Act Contracts for Agricultural Uses: Guidelines for Commercial Agriculture before filling out the form.

As indicated on the Commercial Agriculture Determination form, applicants must meet a commercial agriculture threshold for the property they wish to place under contract as a demonstration of existing commercial viability. The threshold specifies a minimum gross annual revenue that must be met 3 out of the previous 5 years as indicated on Schedule F of the applicant's federal tax returns. There are, however, certain situations where an applicant does not have to have an existing agricultural operation for a minimum of 3 years before applying for a contract. Exceptions to this requirement are outlined in the Endnotes to the Guidelines for Commercial Agriculture.

Once it is determined that the property qualifies for and is placed under a Williamson Act contract, the applicant will be required to maintain eligibility until such time as the contract is non-renewed and the contract expires. The Planning Department will mail out an annual questionnaire (Annual Declaration of Commercial Agricultural Use) to the contract holder in order to make this determination on a yearly basis. If the contract holder fails to return the annual questionnaire in a timely fashion, a late penalty will be applied; if the annual questionnaire is still not received, the County will take the necessary steps to non-renew the contract.

Required Submittals

1. Schedule F's of your federal income tax return showing gross revenue for a minimum of 3 of the past 5 years. *Social security number and other sensitive information should be blacked out.* Schedule E or Form 4835-Farm Rental Income and Expense may be used for rental income from contracted land when the contracted land is leased out for agricultural production. Form 4797 may be appropriate for a horse breeding operation. Other documentation may be acceptable if the owner has recently acquired an existing agricultural operation. See Endnotes to the Guidelines for Commercial Agriculture for guidance.
2. Copy of the Joint Management Agreement if applicable.
3. Copy of the Lease Agreement if applicable.
4. Verification of Class I and/or Class II (prime) soils if applicable.

The applicant may go to the Natural Resource Conservation Service soil survey website at the following URL to identify the Land Classification of the subject property: <http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>. Press the big green button and you will be taken to the mapping interface. Alternatively, the applicant may ask the Planning Department for assistance.

COMMERCIAL AGRICULTURE DETERMINATION FORM

Name of Owner(s): _____

Check box if this is a Joint Management operation. If a Joint Management operation, please identify the commercial agriculture threshold for which you jointly qualify (Question 1). For Questions 2 and 3, each property owner should provide the information requested.

1. Please check the commercial agriculture threshold, under the Prime Land or Non-Prime Land section, that applies to your agricultural operation.

See attached Commercial Agriculture Guidelines and Endnotes for additional information and definitions.

Thresholds for Prime Land

- Land that is at least 10 acres in size, has a Natural Resource Conservation Service (NRCS) land capability rating of Class I or Class II, and is planted in annual and/or perennial crops:
 - agricultural production must yield “some” gross annual revenue as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - at least 60% of the property under contract must be used for commercial agriculture

- Land that is at least 10 acres in size and is planted in annual and/or perennial crops:
 - agricultural production must yield an annual gross revenue equal to or exceeding \$200 per acre per year as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - at least 60% of the property under contract must be used for commercial agriculture

- Land that is less than 10 acres in size and is planted in annual and/or perennial crops:
 - agricultural production must yield an annual gross revenue equal to or exceeding at least \$3,500 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - at least 75% of the property under contract must be used for commercial agriculture

- Land that is less than 10 acres in size and is planted in annual and/or perennial crops:
 - agricultural production must yield an annual gross revenue equal to or exceeding \$10,000 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - no planting coverage is required unless compatible use development is proposed, in which case at least 50% of the parcel under contract must be used for commercial agriculture to ensure that any development is incidental to the agricultural use

Thresholds for Non-Prime Land

- Land that is at least 40 acres in size and is being used for dryland farming, grazing of livestock or livestock production, the breeding of horses, and/or other types of agricultural pursuits:
 - agricultural production must yield “some” gross annual revenue as substantiated by Schedule F (and/or Form 4797 for a horse breeding operation) of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - at least 60% of the property must be used for commercial agriculture

- Land that is less than 40 acres in size and is being used for dryland farming, livestock production, and/or other types of agricultural pursuits:
 - agricultural production must yield an annual gross revenue equal to or exceeding at least \$2,000 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - at least 75% of the property must be used for commercial agriculture

- Land that less than 40 acres in size and is being used for dryland farming, grazing of livestock or livestock production, and/or other types of agricultural pursuits:
 - agricultural production must yield an annual gross revenue equal to or exceeding \$10,000 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County.
 - if compatible use is proposed, at least 50% of the parcel must be used for commercial agriculture to ensure than any development is incidental to the agricultural use

2. Please provide the following agricultural use information

For Orchards or Vineyards or Other High Value Crops

Orchard: Acreage _____ Year Planted: _____

Vineyard: Acreage _____ Year Planted _____

Rowcrops: Acreage _____ Planted every year? _____

Other: Type _____ Acreage _____

For Dry Farm Grain and Hay

Type of Crop: _____

Acreage: _____

Planted every year? Yes No OR Once every _____ years.

Grazing

Type of Livestock _____

Number of head normally grazed on property? _____

Is the property fenced? Yes No

Acreage utilized for livestock: _____

Is the property grazed yearlong? Yes No If no, what months is the land grazed?

Commercial Horse Breeding

Number of horses normally stabled? _____

Acreage utilized for breeding operation: _____

Other Agricultural Uses

Other animal, nursery or specialty uses? Yes No If yes, please describe.

Additional Comments:

I CERTIFY UNDER PENALTY OF PERJURY THAT I am:

- legal owner(s) of the subject property (all individual owners must sign as their names appear on the deed to the land); or
- corporate officer(s) empowered to sign for the corporation; or
- owner's legal agent having Power of Attorney for this action (a notarized "Power of Attorney" document must accompany the application form),

AND THAT THE FOREGOING IS TRUE AND CORRECT.

1. Signature _____ Date _____

Print Name _____

2. Signature _____ Date _____

Print Name _____

3. Signature _____ Date _____

Print Name _____

Alameda County
Eligibility Requirements for Williamson Act Contracts
for Agricultural Uses

GUIDELINES FOR COMMERCIAL AGRICULTURE

Introduction

These Guidelines are intended to summarize the requirements found under Uniform Rule 1 of the Uniform Rules and Procedures governing Agricultural Preserves and Land Conservation (Williamson Act) Contracts in Alameda County. Additional and more detailed information as to how the requirements for commercial agriculture are to be interpreted may be found in the Endnotes at the back of these Guidelines.

Contract Requirements

In order to enter land into a Williamson Act contract, to amend an existing contract, and to maintain continued eligibility during the life of the contract, land must meet all of the following contract requirements:

- Be in an agricultural preserve (*see Uniform Rule 1*);
- Meet minimum parcel size requirements according to whether prime or non-prime agricultural land (*addressed here and in Uniform Rule 1*);
- Be devoted to a commercial agricultural use (*addressed here and in Uniform Rule 1*); and,
- Be restricted to additional uses that are incidental to and compatible with the primary agricultural use of the land (*see Uniform Rule 2*).

These Commercial Agriculture Guidelines outline definitions and thresholds for what constitutes:

- minimum parcel size
- prime and non-prime land
- agricultural use
- commercial agriculture as a viable primary use

Minimum Parcel Size

Establishing and sustaining commercial agricultural production on under-sized parcels is particularly challenging. Therefore, applications for new Williamson Act contracts are limited to properties that meet the statutory minimum size presumption of 10 acres for prime land and 40 acres for non-prime land (see California Government Code Act Section 51222). However, if commercial viability can be demonstrated (see Thresholds for Commercial Agriculture below), contracts on parcels smaller than the 10/40 acres will be allowed.

Definition of Prime Land

In Alameda County, prime agricultural land is land that meets any one of the following criteria:

1. Land that qualifies for rating as Class I or Class II in the Natural Resource Conservation Service land use capability classifications.
2. Irrigated land planted in annual or perennial crops that has produced an annual gross revenue of not less than \$200 per acre when averaged over at least 3 of the previous 5 years; or, in the case of recently planted perennial crops, would produce an annual gross revenue of not less than \$200 per acre when in full commercial bearing.
3. Non-irrigated land planted in perennial crops (such as olives and grapes) that has produced an annual gross revenue of not less than \$200 per acre when averaged over at least 3 or the previous 5 years; or, if recently planted, would produce an annual gross revenue of not less than \$200 per acre when in full commercial bearing.

See Endnotes for further explanation of Agricultural Production Requirements.

Definition of Non-Prime Land

Non-prime agricultural land means land that does not meet any of the criteria for classification as prime agricultural land.

Definition of Agricultural Use

Contracted land must be devoted to commercial agriculture as the primary use of the land (see Government Code Section 51242). Commercial agricultural use means the production and sale of agricultural commodities. Agricultural commodities mean unprocessed plant and animal products of farms, ranches, production nurseries and forests.

Agricultural commodities include, but are not limited to, the following: fruits, nuts, and vegetables; grains, such as wheat, barley, oats, and corn; legumes, such as field beans and peas; animal feed and forage crops, such as grain hay and alfalfa; seed crops; fiber and oilseed crops, such as safflower and sunflower; biofuels; production nursery stock; aquaculture; trees grown for lumber and wood products; turf grown for sod; poultry, such as chickens, ostriches, and emus;

livestock, such as cattle, sheep and swine; rangeland and pasture for livestock production; and commercially-bred horses (see definition in Uniform Rule 1, Section II. C. 2).

It is recognized that the list above is not comprehensive and that new agricultural commodities may be developed under future market conditions. Questions as to whether or not a specific plant or animal product is agricultural in nature will be decided by the County Planning Department in conference with the County's Agricultural Commissioner.

Any other use or development of contracted lands must be compatible with and incidental to the use of the land for the commercial production of agricultural commodities (see Uniform Rule 2).

Thresholds for Commercial Agriculture

For a landowner to qualify as engaged in commercial agriculture, the contracted land must meet minimum annual revenue requirements and in some cases land coverage requirements. Land coverage means the amount of land, as a percentage of the contracted parcel(s), required to be in commercial agricultural use.

Thresholds for Prime Land

For *prime* land to be considered as devoted to commercial production of agricultural commodities, the contracted parcel(s) must meet one of the following conditions:

- 1) Land that is at least 10 acres in size, has a Natural Resource Conservation Service (NRCS) land capability rating of Class I or Class II, and is planted in annual and/or perennial crops:
 - agricultural production must yield "some" gross annual revenue as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - at least 60% of the property under contract must be used for commercial agriculture

Discussion: The property under Option #1 meets the presumptive minimum parcel size for commercial viability (Government Code Section 51222) and has prime soils, which the County seeks to preserve by minimizing the contract requirements; therefore, a specific minimum revenue is not being required. The moderate land coverage requirement ensures that the parcel will be primarily used for agriculture.

- 2) Land that is at least 10 acres in size and is planted in annual and/or perennial crops:
 - agricultural production must yield an annual gross revenue equal to or exceeding \$200 per acre per year as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - at least 60% of the property under contract must be used for commercial agriculture

Discussion: The property under Option #2 does not have prime soils but meets the minimum parcel size requirement as well as the revenue and crop requirement by which it qualified as prime; it must continue to meet the revenue and crop requirement to

maintain the contract. Here the revenue requirement is relatively low, and the moderate land coverage requirement ensures that the parcel will be used primarily for agriculture

- 3) Land that is less than 10 acres in size and is planted in annual and/or perennial crops:
- agricultural production must yield an annual gross revenue equal to or exceeding at least \$3,500 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - at least 75% of the property under contract must be used for commercial agriculture

Discussion: The property under Option #3 is smaller than the minimum parcel size established for prime land; therefore, in order to establish commercial viability, higher thresholds are required: in this option, the revenue requirement per acre is higher than the previous options as is the land coverage requirement. This option allows for small intensive commercial agriculture niche operations.

- 4) Land that is less than 10 acres in size and is planted in annual and/or perennial crops:
- agricultural production must yield an annual gross revenue equal to or exceeding \$10,000 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - no planting coverage is required unless compatible use development is proposed, in which case at least 50% of the parcel under contract must be used for commercial agriculture to ensure that any development is incidental to the agricultural use

Discussion: The property under Option #4 is smaller than the minimum parcel size required for prime land; therefore, in order to establish commercial viability, higher thresholds are required: in this option, the revenue requirement is much higher than the previous option, but a land coverage requirement only goes into effect if compatible use is proposed. This option allows for small intensive commercial agriculture niche operations of higher revenue per acre on less acreage than Option #3.

Thresholds for Non-Prime Land

For *non-prime land* to be considered as devoted to commercial production of agricultural commodities, the contracted parcel(s) must meet one of the following conditions:

- 1) Land that is at least 40 acres in size and is being used for dryland farming, grazing of livestock or livestock production, the breeding of horses, and/or other types of agricultural pursuits:
- agricultural production must yield “some” gross annual revenue as substantiated by Schedule F (and/or Form 4797 for a horse breeding operation) of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - at least 60% of the property must be used for commercial agriculture

Discussion: The property under Option #1 meets the presumptive minimum parcel size for commercial viability (Government Code Section 51222), therefore, a specific

minimum revenue is not being required. While the revenue requirement is minimal, the moderate land coverage requirement ensures that the parcel will be used primarily for agriculture.

- 2) Land that is less than 40 acres in size and is being used for dryland farming, livestock production, and/or other types of agricultural pursuits:
- agricultural production must yield an annual gross revenue equal to or exceeding at least \$2,000 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - at least 75% of the property must be used for commercial agriculture

Discussion: The property under Option #2 is smaller than the minimum parcel size required for non- prime land; therefore, in order to establish commercial viability, higher thresholds are required: in this option, there is a moderate revenue requirement and a high land coverage requirement.

- 3) Land that less than 40 acres in size and is being used for dryland farming, grazing of livestock or livestock production, or other types of agricultural pursuits:
- agricultural production must yield an annual gross revenue equal to or exceeding \$10,000 as substantiated by Schedule F of the federal tax returns or other relevant tax form filed in 3 of the past 5 years, if requested by the County
 - if compatible use is proposed outside the building envelope, at least 50% of the parcel must be used for commercial agriculture to ensure that any development is incidental to the agricultural use

Discussion: The property under Option #3 is smaller than the minimum parcel size required for non-prime land; therefore, in order to establish commercial viability, higher thresholds are required: in this option, the revenue requirement per acre (or per operation) is much higher than the previous option, but a land coverage requirement only goes into effect if compatible use is proposed.

ENDNOTES

Agricultural Production and Revenue Requirements

Annual gross revenue refers to gross agricultural income from unprocessed agricultural commodities produced by the property under contract. If annual production for any one year falls below the required value, the annual income requirement may be averaged over up to 3 of the previous 5 years. In the case of dry land farming, for example, hay that is baled but held over for sale for the following year due to current low prices may show no income for one year but double the income the following year which would then be averaged over the two years.

Income from sales of unprocessed agricultural commodities or rent of land used for commercial production of agricultural commodities shall be the only sources of income used to calculate annual revenue.

In the case where the unprocessed commodity (e.g. grapes) is not sold but is processed (e.g. into wine) as part of the landowner's larger operation, annual gross revenue from the unprocessed commodity can be estimated based on current market price using information provided by the Agriculture Commissioner's office

If the property under contract is temporarily fallowed, or there is a change of crop or production method, the applicant must demonstrate that the practice is a typical and appropriate agricultural management strategy in the annual questionnaire sent to all landowners under contract.

Proof of production value will be required at the time of application submittal and when a permit is sought for a compatible use. At the time of application, landowners must show that their agricultural operation has met the annual gross revenue requirement under the threshold they are qualifying for a minimum of three years as substantiated by Schedule F (or other appropriate tax forms) of their federal tax returns. Exceptions to the requirement that the landowner has had an existing operation for a minimum of 3 years on the land to be contracted are as follows:

1. A landowner who has bought an existing agricultural operation that is not under the Williamson Act may qualify for a contract if he/she can demonstrate that the past operation under the past owner was able to meet one of the thresholds for 3 out of the 5 past years, and that the future operation will continue to meet the threshold for which he/she is applying. For example, in the case of non-prime land: if the acquired property was at least 40 acres in size, of which at least 60 % was fenced, and that a grazing lease had been in place for at least the past 3 years and would be in place for the next 3-5 years, the new owner would qualify for a contract. For example, in the case of prime land: if the acquired property was at least 10 acres in size and had records of high value crops yielding an annual gross revenue of at least \$200 per acre for the past 3 years over 60% of the property, and if the capital investment and future sale agreements indicated future success, the new owner would qualify for a contract. For either operation, if after 3 years, the operation fails to show the required revenue, the contract may be non-renewed. Parcels smaller than the presumptive size of 10 acres for prime land or 40 for non-prime land would not qualify for this exception.
2. A landowner with land that has recently been fully planted to commercial standards (as determined by the Agriculture Commissioner's Office) with trees, vines, bushes, or crops but that will not bear fruits or nuts for 2 or more years would qualify for a contract. In this case, the potential production value is to be substantiated by multiplying the average production per acre by the average value of the commodity for the previous five years as determined from the Annual Reports of the Alameda County Department of Agriculture, Weights and Measures. Parcels smaller than the presumptive size of 10 acres for prime land or 40 acres for non-prime land would not qualify for this exception.

As noted, proof of production value, when requested by the Planning Department, must be substantiated by landowners using Schedule F of their federal tax returns, or other relevant tax forms. Proof of production value may be required annually for all contracted land of less than 10 acres in the case of prime land, and for all contracted land of less than 40 acres in the case of non-prime land. The property owner must maintain records of annual productive acreage and its per acre gross revenue, or its gross annual and must provide this information to the County on request and on the annual questionnaires sent out to landowners under contract.

Failure to meet these contract requirements may result in non-renewal of the contract by the County.

Land Coverage Requirement

The Planning Department, in collaboration with the Agricultural Commissioner, shall consider exceptions to the land coverage standards when there are natural land features present, such as streams or rock outcroppings or specimen native trees, which the owner demonstrates are not conducive to the commercial agricultural uses appropriate for the property. If more than 50% of the property is not conducive to commercial agricultural uses which are appropriate for the property, the property may be denied a contract.

In general, the lower the per acre gross revenue, the higher the land coverage required; conversely, the higher the productive value per acre, the lower the land coverage required.

Grazing Land

For livestock production, land that is fenced and available for grazing will be considered as being in agricultural production, even though grazing may only occur on a seasonal basis or be temporarily discontinued due to drought conditions. An exception will be unfenced property that is included as part of a larger operation. Grazing lands temporarily unused may be considered as being in agricultural production if the applicant demonstrates that such practice is a typical and appropriate agricultural management strategy. For parcels 40 acres and larger in size, gross income generated through grazing activities may be limited to an estimate of the annual carrying capacity of the land.

Dryland Farming

As noted for all agricultural operations, if annual production for any one year falls below the required value, the annual income requirement may be averaged over 3 of the previous 5 years. In the case of dryland farming, if drought conditions prevail for an extended period of time such that no income is generated for 3 or more years out of 5, the Agricultural Commissioner shall review the situation. If the Agricultural Commissioner determines that the landowner has acted in good faith, the contract shall remain in force until which time either the income requirement can again be met or the Agricultural Commissioner determines that the situation calls for non-renewal of the contract.

HOW TO USE THE NRCS WEBSITE TO DETERMINE CLASS I AND II (PRIME) SOILS

Natural Resource Conservation soil web site:

<http://www.nrcs.usda.gov/index.asp>: basic NRCS site. Click on Quick Access>>Soils>>Web Soil Survey takes you to...

<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>

Here, press the big green button and you will be taken to the mapping interface (ArcIMS is the underlying technology).

Step 1: Define area of interest (AOI). You can do this by address, PLSS, etc, but it's best to use the map browser. Click on the magnifying glass with a "+" sign and drag a little box around the Bay Area and the map will redraw (takes 10 seconds at DSL speed). Drag another box in east Alameda Co and use the pan tool (little hand) and drag another box... etc. When you are at a good map scale, you need to define your project area. Click on one of the AOI tools: the rectangle one is easier to use, but the polygon one which is more exact. First screenshot (nrcs_map1.jpg) shows an AOI defined as a polygon.

Step 2: Make interactive maps. If you click the "Soil Map" tab you will get a soils series table, acres, and % of AOI which is good and will help you interpret the table made in Step 3. But, what you really need to do is click on the "Soils Data Explorer" tab. This will change the interface and now you will see a "View Soil Information By Use" box. Select the "Cropland" entry. Also, you will see a second row of tabs. The "Suitabilities and Limitations for Use" will give you interactive maps and the "Soil Reports" will give you the best single summary table of Capability ratings (described in step 3). (Curiously, the land capability classes (LCCs) are shown as numbers rather than as Roman numerals which can confuse proper interpretation.) The sub-selection "Land Classifications>>Irrigated Capability Class>>View Rating" will render the AOI by Capability Class for irrigated uses in this example (second screenshot (nrcs_map2.jpg)). You can also see LCC ratings for non-irrigated cropland. There are other useful selections too, e.g., you can select "Land Classifications>>Farmland Classification>>View Rating" to see the AOI rendered by Prime/Statewide Imp./Not... ratings. (no screenshot).

Step 3: Make a table of Capability Classifications. In the second row of tabs, click on the "Soil Reports" tab and pick "Land Classifications>>Land Capability Classifications>>View Soil Report". (Also, it will help to check the "Include Minor Soils" box, which will help make the subsequent table clearer.) This action will generate a table of map units and predominant Land Capability Classes (third screenshot (nrcs_map3.jpg)). Note that minor soils are not rated, but their presence in the table makes it clear that even at large scales (zoomed-in scales) that the soil polygons are mixes of soil types and the LCC ratings are for the predominant soil type.

Web Soil Survey - Windows Internet Explorer

http://websoilsurvey.sc.egov.usda.gov/MapWebClient.nsf/...

File Edit View Favorites Tools Help

USDA National Resources Conservation Service

Web Soil Survey

Contact Us Download Soils Data Archived Soil Surveys Soil Survey Status Glossary Preferences Logout Help

Area of Interest (AOI) | Soil Map | Soil Data Explorer | Shopping Cart (Free)

Search

Area of Interest Properties

Clear AOI

AOI Information

Name:

Map Unit Symbols: Use Soil Survey Area Map Unit Symbols
 Use National Map Unit Symbols

Area (acres): 6,860.3

Soil Data Available from Web Soil Survey

Alameda Area, California (CA609)

Soil Maps Version 1, Feb 3, 2004
Soil Data Version 4, Dec 14, 2007

Clear AOI

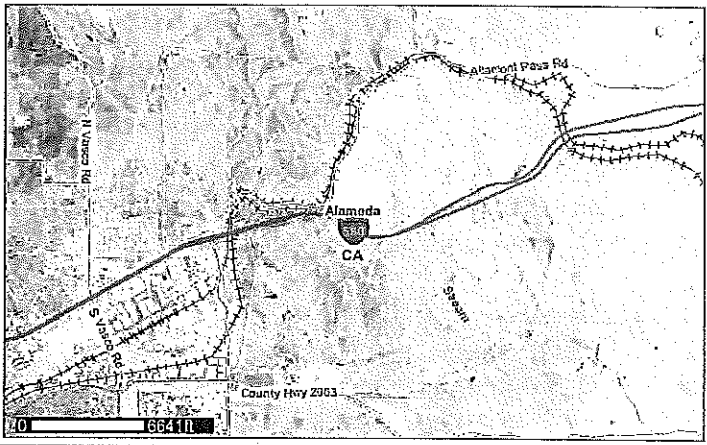
Quick Navigation

Navigate By...

- Address
- State and County
- Soil Survey Area
- Latitude and Longitude
- PLSS (Section, Township, Range)
- Bureau of Land Management
- Department of Defense
- Forest Service

Area of Interest Interactive Map

View Extent: Contiguous U.S. Scale



Legend

Local intranet 100%

nrcs_map11.jpg

Web Soil Survey - Windows Internet Explorer

http://websoilsurvey.nrcs.usda.gov/egp/.../soilsurvey.es.cgi

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Web Soil Survey

USDA Natural Resources Conservation Service

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Area of Interest (AOI) | Soil Map | Soil Data Explorer | Shopping Cart (Free)

View Soil Information By Use: Cropland

Printable Version | Add to Shopping Cart

Intro to Cropland | Suitabilities and Limitations for Use | Soil Properties and Qualities | Ecological Site Assessment | Soil Reports

Search

Suitabilities and Limitations Ratings

Open All | Close All

- Building Site Development
- Construction Materials
- Disaster Recovery Planning

Land Classifications

- California Revised Store Index (CA)
- Conservation Tree and Shrub Group
- Farmland Classification
- Forage Suitability Group ID (Component Table)
- Hydric Rating by Map Unit

Irrigated Capability Class

View Description | View Rating

View Options

- Map
- Table
- Description of Rating
- Rating Options
- Detailed Description

Advanced Options

View Description | View Rating

Irrigated Capability Subclass

Nonirrigated Capability Class

Nonirrigated Capability Subclass

Map - Irrigated Capability Class

Tables - Irrigated Capability Class - Summary By Map Unit

Summary by Map Unit - Alameda Area, California

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AaC	Altamont clay, 3 to 15 percent slopes	3	23.4	0.3%
AaD	Altamont clay, 15 to 30 percent slopes	4	1,826.3	26.6%
AmE2	Altamont clay, moderately deep, 30 to		1,548.5	22.6%

Local intranet 100%

nrcs_map21.jpg

Web Soil Survey

Area of Interest (AOI) | Soil Map | Soil Data Explorer | Shopping Cart (Free)

View Soil Information By Use: **Cropland** | Printable Version | Add to Shopping Cart

Intro to Cropland | Suitabilities and Limitations for Use | Soil Properties and Qualities | Ecological Site Assessment | **Soil Reports**

Search

Soil Reports

Open All | Close All

AOI Inventory

Land Classifications

California Revised Stone Index Rating (CA)
 Conservation Tree and Shrub Suitability Groups
 Hydric Soils
 Hydric Soils (CA)

Land Capability Classification

View Description | View Soil Report

Options

Include Minor Soils

View Description | View Soil Report

Prime and other Important Farmlands
 Prime and other Important Farmlands (IA)
 Taxonomic Classification of the Soils

Land Management

Basin, Border, and Furrow Irrigation (CA)
 Sprinkler and Drip Irrigation (CA)

Soil Chemical Properties
 Soil Erosion
 Soil Physical Properties
 Soil Qualities and Features
 Vegetative Productivity
 Waste Management
 Water Features

Soil Map

Report - Land Capability Classification

Alameda Area, California

Map unit symbol and name	Pct. of map unit	Component name	Land Capability Subclass	
			Nonirrigated	Irrigated
AaC--Altamont clay, 3 to 15 percent slopes				
	85	Altamont	4e	3e
	5	Diablo	-	-
	5	inna	-	-

Local Intranet | 100%

nrcs_map31.jpg

APPENDIX 2

Sample Williamson Act (Land Conservation) Contract and Resolution

1. Sample Contract
2. Exhibit B: Compatible Use List – A District
3. Exhibit B: Compatible Use List – CA District (SLVAP)
4. Exhibit C: Joint Management Agreement
5. Resolution of Approval of Agricultural Preserve and Williamson Act Contract
6. Notary Public Certificate of Acknowledgement



RECORDING REQUESTED BY:

Clerk, Board of Supervisors
1221 Oak Street, Room 536
Oakland CA 94612

AND WHEN RECORDED MAIL TO:

Clerk, Board of Supervisors
1221 Oak Street Room 536
Oakland, CA 94612

Agricultural Preserve Number: _____
Williamson Act Contract Number: _____

LAND CONSERVATION/WILLIAMSON ACT CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 20___, by and between _____ doing business as _____ hereinafter referred to as "Owner" and the COUNTY OF ALAMEDA, a political subdivision of the State of California, hereinafter referred to as "County":

W I T N E S S E T H:

WHEREAS, Owner possesses certain real property located within County and described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Owners are under a Joint Management Agreement as set forth in Exhibit "C"; and

WHEREAS, said property is devoted to agricultural, open space and compatible uses; and

WHEREAS, said property is located in an agricultural and open space preserve heretofore established by County; and

WHEREAS, both Owner and County desire to limit the use of said property to agricultural, open space and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, and to assure a food supply for future residents, to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of said property in an agricultural and open space preserve and the execution and approval of this contract is a determination that the highest and best use of said property during the term of this contract or any renewal thereof is for agricultural, open space and compatible uses; and

WHEREAS, the Owner and the County desire to enter into and intend that this contract shall constitute an enforceable restriction to agriculture and open-space land as defined and used in the California Revenue and Taxation Code;

NOW, THEREFORE, both Owner and County in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. CONTRACT SUBJECT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965.

This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) and is subject to all of the provisions thereof including any amendments thereto that may hereafter be enacted.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, or any renewal thereof, the said property shall not be used for any purpose, other than agricultural uses for producing agricultural commodities for commercial purposes, open space for protection of land in its natural state for benefit of public or wildlife, and compatible uses, which uses are set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3. MODIFICATION OF THE COMPATIBLE USES.

The Board of Supervisors of County may, from time to time, during the term of this contract or any renewal thereof, by, resolution modify those uses set forth in Exhibit "B" within the preserve where said property is located. The provisions of this contract and any resolution supplementing the uses permitted in Exhibit "B" are not intended to limit or supersede the planning, zoning or other regulatory powers of the County, including the County's adopted Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts.

4. TERM OF CONTRACT.

This contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten years therefrom; provided, however, each first day of January shall be the "annual renewal date" of the contract. This contract shall automatically be renewed on the first day of January next succeeding the date of the commencement hereof and on the first day of January of each year thereafter for an additional one-year period unless notice of nonrenewal is given as provided in paragraph 5. This contract shall be subject to an unlimited number of one-year extensions and each such one-year extension shall be added to the term thereof so as to commence immediately following the termination date or the termination date of the most recently added one-year extension, whichever is later in time.

5. NOTICE OF NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 4 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

6. NO COMPENSATION.

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, 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 advantage that will accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit "A" and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit "A". On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit "A" annexed to the city, unless the city has filed, and had approved, a protest to the contract at the time of its execution as provided for in Section 51243.5 of the California Land Conservation Act of 1965.

8. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title or any lesser estate in any land described in Exhibit "A" is filed or when such land or any lesser estate therein is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land or any lesser estate therein actually being condemned or so acquired as of the date the action is filed or so acquired.

9. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit "A" is divided. Property described in Exhibit "A" shall not be divided into parcels of less than the minimum parcel size required by the A (Agricultural) Zoning District, existing at the time of the requested division, except as a result of court decree or the intestate or testamentary disposition of land as outlined in Government Code Section 51243(b). Owner agrees to submit a proposed division to County for its approval, and for consideration of the conformance of said division to the Subdivision Ordinance of the County of Alameda and to the findings to be made by the Board of Supervisors described in Uniform Rule 1. II. F. County shall, if said division is approved and as a condition of its approval, require the execution by owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

10. BOUNDARY ADJUSTMENT.

The boundaries of Property described in Exhibit "A" may be adjusted to facilitate the agricultural use or management of the land. Owner agrees to submit a proposed boundary adjustment to County for its approval, and for consideration of the conformance of said boundary adjustment to the findings to be made by the Board of Supervisors described in Government Code Section 51257 and Section 66412(d), and Uniform Rule 1. II. F. County shall, if said boundary adjustment is approved and if the outer perimeter of the contracted land has been modified and as a condition of its approval, require the execution by owner of a contract identical to this contract on the

modified parcel created by the boundary adjustment in accordance with Uniform Rule 6. II. C. (1c). Owner agrees to execute such contract.

11. CANCELLATION.

This contract may be canceled only pursuant to the request of Owner by petition to the Board of Supervisors of Alameda County to cancel the contract as to all or any part of the property subject hereto. The Board of Supervisors may approve cancellation of this contract only if it finds that cancellation (1) is not inconsistent with the purposes of the California Land Conservation Act of 1965 and or (2) is in the public interest, as defined by Government Code Section 51282. Note: With this revision, only one set of findings is required. This option was recommended by the DOC at a Williamson Act Workshop.

Owner understands that the existence of an opportunity for another use of said property shall not be sufficient reason for cancellation of this contract and that a potential alternative use of said property may be considered only if there is no proximate nonrestricted land suitable for the use to which it is proposed that said property be put. Owner further understands that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or compatible agricultural use to which said property may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Alameda may adopt a resolution consenting to such request. Prior to the adoption of such a resolution, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the Agricultural Preserve in which property described in Exhibit "A" is located, and which is within one mile of the boundaries of that property, and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Alameda may protest such cancellation.

(b) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors of Alameda County shall record a certificate setting forth the name of Owner of said property at the time of cancellation, the amount of the cancellation fee, as hereinafter provided in paragraph 11, and a legal description of said property. From the date of recording such certificate, this contract shall be finally canceled and, to the extent the cancellation fee is not paid, a lien shall be created and attach against said property and other property owned by Owner in the County of Alameda. Such lien shall have the force, effect and priority of a judgment lien. Nothing shall preclude the Board of Supervisors of Alameda County from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

11. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to the giving of tentative approval to the cancellation of the contract by the Board of Supervisors of Alameda County, the County Assessor shall reassess said property as though it were free of the restriction provided for herein. The amount of the cancellation fee to be paid by Owner shall be calculated pursuant to the California Land Conservation Act of 1965, Government Code Section 51283 et seq.

12. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of the County,

and County's address shall be 1221 Oak Street, Oakland, California 94612, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

ATTEST: CRYSTAL HISHIDA-GRAFF

COUNTY OF ALAMEDA

Clerk of the Board of Supervisors

President, Board of Supervisors

Owner Sign Name

APPROVED AS TO FORM
DONNA ZEIGLER, County Counsel

Print Name

BY _____
Deputy

Owner Sign Name

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board _____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Print Name

Attest: _____
Clerk, Board of Supervisors, County of Alameda, State of California

BY: _____

EXHIBIT B

COMPATIBLE USE LIST – A-DISTRICT

Some of the compatible uses in this list are subject to the standards and requirements of Rule 2 of the Uniform Rules and Procedures, in which case they are more restrictive than the Zoning Ordinance.

Agriculture

1. Annual or perennial crops, vine or tree farm, truck garden, horticulture (*Zoning Ordinance 17.06.030-B*);
2. Plant nursery, greenhouse, apiary, aviary, hatchery (*17.06.030-B*);
3. Raising or keeping of poultry, fowl, rabbits, sheep or goats or similar animals (*17.06.030-C*);
4. Grazing of cattle (*17.06.030-D*);
5. Fish hatcheries and rearing ponds (*17.06.030-F*);
6. Hog ranch (*17.06.040-G*);
7. Commercial breeding and training of horse (*17.06.030-D*) *Allowed only on non-prime soils.*

Residential Uses

8. Primary single-family dwelling unit (*17.06.030-A*);
9. Additional single-family dwelling unit (*17.06.030-H*);
10. Agricultural employee housing (*17.06.030-I*).

Supportive Agricultural Uses

11. Winery or olive oil mill as accessory (*17.06.030-E*) *Allowed only in the Large Parcel Agriculture General Plan designation;*
12. Winery or olive oil mill not as accessory (*17.06.030-E*) *Allowed only in the Large Parcel Agriculture General Plan designation;*
13. Winery or olive oil mill related uses (*17.06.040-Q*) *Allowed only in the Large Parcel Agriculture General Plan designation;*
14. Flight strip and helipad (*17.06.035-B and 17.06.040-F*);
15. Killing and dressing of poultry, rabbits and other small livestock raised on the premises as an accessory use, but not including an abattoir for sheep, cattle or hogs (*17.06.050-C*);
16. Breeding or training of horses as part of ranch or farm operations (*17.06.030-D*);
17. Packing house for fruit or vegetables not raised on the premises, but not including a cannery, or a plant for food processing or freezing (*17.06.040-E*);
18. Building or rooms for packing or handling products raised on the premises (*17.06.050-B*);
19. Administrative offices accessory to the principal use on the premises including activities by the same occupancy which are not related to the principal use providing such activities not so related are accessory to the administrative office activity (*17.06.040-L*);
20. Accessory farm buildings, including stable, barn, pen, maintenance shops, corral, or coop (*17.06.050-A*);
21. Stand for the sale at retail of items produced or raised on the premises having a ground coverage not in excess of four hundred (400) square feet (*17.06.050-D*);
22. Accessory business signs not exceeding an aggregate area of twenty (20) square feet; having no moving parts or illumination (*17.06.050-E*).

EXHIBIT B (Continued)

Recreation

23. Horse boarding and training, riding academies, public and private riding stables, and the non-commercial breeding and training of horses owned by landowner but not part of the agricultural operation *(17.06.030-D and 17-06-030-J)*;
24. Public or private riding or hiking trails and other forms of passive recreation *(17.06.030-G)*;
25. Public or private hunting of wildlife or fishing, and public or private hunting clubs and accessory structures *(17.06.040-D)*;
26. Outdoor recreation facility *(17.06.040-B)*

Composting Facilities and Land Reclamation Fill

27. Commercial composting facility *(17.06.035-D)*;
28. Non-commercial composting as accessory to agriculture *(17.06.035-D)*;
29. Land reclamation fill as accessory to agriculture.

Gas, Electric, Water, and Communication Facilities

30. Public utility building or uses, excluding such uses as a business office, storage garage, repair shop or corporation yard *(17.06.040-J)*;
31. Erection, construction, alteration, or maintenance of gas, electric, water, and communication facilities *(17.06.040-J)*;
32. Radio and television transmission facilities *(17.06.040-I)*;
33. Privately owned wind-electric generators to generate power primarily for onsite use *(17.06.040-O)*;
34. Commercial wind turbines *(17.06.040-O)*;
35. Solar panels *(17.06.040-O)*.

Oil and Gas Drilling and Production Facilities

36. Drilling for and removal of oil, gas or other hydrocarbon substances *(17.06.040-H)*.

Special Events

37. Special Events *(17.52.480 and 17.52.490)*.

Other

38. Remote testing facility *(17.06.040-P)*

USES NOT ALLOWED ON CONTRACTED LAND IN THE A-DISTRICT

1. Killing and dressing of livestock when not raised on the property *(17.06.040-C)*;
2. Administrative support and service facilities of a public regional recreation district *(17.06.040-N)*;
3. Sanitary landfill including the processing of salvaged material *(17.06.035-A)*;
4. Cemetery *(17.06.035-C)*;
5. Non-compatible outdoor recreation facilities include outdoor facilities that are oriented to active recreation such as golf courses, playing fields, and motorized activities *(17.06.040-B)*.

EXHIBIT B

COMPATIBLE USE LIST – CA-DISTRICT (SLVAP)

Some of the compatible uses in this list are subject to the standards and requirements of Rule 2 of the Uniform Rules and Procedures, in which case they are more restrictive than the Zoning Ordinance.

Agriculture

1. Annual or perennial crops, vine or tree farm, truck garden, horticulture (*Zoning Ordinance 17.06.030-B*);
2. Plant nursery, greenhouse, apiary, aviary, hatchery (*17.06.030-B*);
3. Raising or keeping of poultry, fowl, rabbits, sheep or goats or similar animals (*17.06.030-C*);
4. Grazing of cattle (*17.06.030-D*);
5. Fish hatcheries and rearing ponds (*17.06.030-F*);
6. Commercial breeding and training of horse (*17.06.030-D*);

Residential Uses

7. Primary single-family dwelling unit (*17.06.030-A*);
8. Additional single-family dwelling unit (*17.06.030-H*);
9. Agricultural employee housing (*17.06.030-I*);

Supportive Agricultural Uses

10. Winery or olive oil mill as accessory (*17.06.030-E*);
11. Winery or olive oil mill not as accessory (*17.06.030-E*);
12. Winery or olive oil mill related uses (*17.06.040-Q*);
13. Killing and dressing of poultry, rabbits and other small livestock raised on the premises as an accessory use, but not including an abattoir for sheep, cattle or hogs (*17.06.050-C*);
14. Breeding or training of horses as part of ranch or farm operations (*17.06.030-D*);
15. Packing house for fruit or vegetables not raised on the premises, but not including a cannery, or a plant for food processing or freezing (*17.06.040-E*);
16. Building or rooms for packing or handling products raised on the premises (*17.06.050-B*);
17. Administrative offices accessory to the principal use on the premises including activities by the same occupancy which are not related to the principal use providing such activities not so related are accessory to the administrative office activity (*17.06.040-L*);
18. Accessory farm buildings, including stable, barn, pen, maintenance shops, corral, or coop (*17.06.050-A*);
19. Stand for the sale at retail of items produced or raised on the premises having a ground coverage not in excess of four hundred (400) square feet (*17.06.050-D*);
20. Accessory business signs not exceeding an aggregate area of twenty (20) square feet; having no moving parts or illumination (*17.06.050-E*);

Agricultural Tourism

21. Bed and Breakfast establishment (*17.30.170-F.2*);
22. Restaurant (*17.30.170-F.2*);
23. Bicycle rental and other small scale recreational uses (*17.30.170-F.2*);

EXHIBIT B (Continued)

Recreation

24. Horse boarding and training, riding academies, public and private riding stables, and the non-commercial breeding and training of horses owned by landowner but not part of the agricultural operation *(17.06.030-D and 17-06-030-J)*;
25. Public or private riding or hiking trails and other forms of passive recreation *(17.06.030-G)*;
26. Public or private hunting of wildlife or fishing, and public or private hunting clubs and accessory structures *(17.06.040-D)*;
27. Outdoor recreation facility *(17.06.040-B)*;

Composting Facilities and Land Reclamation Fill

28. Non-commercial composting as accessory to agriculture *(17.06.035-D)*;
29. Land reclamation fill as accessory to agriculture.

Gas, Electric, Water, and Communication Facilities

30. Public utility building or uses, excluding such uses as a business office, storage garage, repair shop or corporation yard *(17.06.040-J)*;
31. Erection, construction, alteration, or maintenance of gas, electric, water, and communication facilities *(17.06.040-J)*;
32. Privately owned wind-electric generators to generate power primarily for onsite use *(17.06.040-O)*;
33. Solar panels *(17.06.040-O)*;

Special Events

34. Special Events *(17.52.480 and 17.52.490)*;

Other

35. Remote testing facility *(17.06.040-P)*.

USES NOT ALLOWED ON CONTRACTED LAND IN THE CA-DISTRICT

1. Hog ranch *(17.30.170-F.1)*
2. Flight strip and helipad *(17.30.170-F.1)*
3. Killing and dressing of livestock when not raised on the property *(17.30.170-F.1)*;
4. Administrative support and service facilities of a public regional recreation district *(17.06.040-N)*;
5. Sanitary landfill including the processing of salvaged material *(17.30.170-F.1)*;
6. Cemetery *(17.30.170-F.1)*;
7. Non-compatible outdoor recreation facilities include outdoor facilities that are oriented to active recreation such as golf courses, playing fields, and motorized activities *(17.06.040-B)*;
8. Commercial composting facility *(17.06.035-D)*;
9. Radio and television transmission facilities *(17.30.170-F.1)*;
10. Commercial wind turbines *(17.30.170-F.1)*;
11. Drilling for and removal of oil, gas or other hydrocarbon substances *(17.06.040-H)*.

EXHIBIT C

**WILLIAMSON ACT
JOINT MANAGEMENT AGREEMENT**

WE (collectively "Owners"),

_____, and

own the following properties which are collectively referred to as the "Property" in this Agreement:

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

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

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

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

The Property is subject to a joint Land Conservation (Williamson Act) Contract 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 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 the individual properties.

If, in the future, the commercial agricultural use(s) on any one of the properties is proposed to be operated independently from the other properties under this Joint Management Agreement ("Agreement"), this Agreement may be amended. An amendment to the Agreement would require the owner of the property that is proposed to be operated independently to demonstrate to the satisfaction of the County of Alameda

Planning Department and the County of Alameda Agricultural Commissioner's Office, that the independent operation can by itself function as a viable commercial agricultural unit

Once any portion of the Property is no longer under the joint Williamson Act contract, this Agreement will terminate with respect to that portion of the Property, but the Agreement will remain in effect for any properties remaining under the joint Williamson Act contract if they can continue to function as a viable commercial agricultural unit. Owners acknowledge that termination of the joint Williamson Act contract for a portion of the Property may cause the County to issue a notice of nonrenewal for the Williamson Act contract applicable to the remainder of the Property.

This Agreement constitutes a covenant running with the land 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 Alameda is a third party beneficiary to this Agreement and may enforce the Agreement through any lawful means available to the County.

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

OWNERS

Dated: _____ Signature: _____

Dated: _____ Signature: _____

Dated: _____ Signature: _____

All owner signatures must be notarized. Please attach certification.



**THE BOARD OF SUPERVISORS OF THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA**

THE FOLLOWING RESOLUTION WAS ADOPTED: Number _____

**ALAMEDA COUNTY AGRICULTURAL PRESERVE AND
WILLIAMSON ACT (LAND CONSERVATION) CONTRACT 2006-01**

WHEREAS, the Alameda County Planning Department did submit to this Board of Supervisors its report recommending the establishment of an Agricultural Preserve; and

WHEREAS, this Board of Supervisors did hold a public hearing and did review the recommendation of the County Planning Department; and

WHEREAS, said public hearing was properly notified; and

WHEREAS, this Board of Supervisors did, by Resolution Number _____, adopted on the ____ day of _____, 20____, establish an Agricultural Preserve described in Exhibit "A" and delineated on maps entitled, "Exhibit "____" - Alameda County Agricultural Preserve 2006-01"; and

WHEREAS, this Board of Supervisors and the property owner did enter into negotiations for a Williamson Act Contract for the lands included within said Agricultural Preserve and did approve a form of Williamson Act contract; and

WHEREAS, this parcel will be used for commercial agricultural purposes; and

WHEREAS, all compatible uses as described in Exhibit "B" may be allowed if said uses directly relate or are subordinate to the commercial agricultural use of the contracted property as defined under the Alameda County Uniform Rules and Procedures Governing Agricultural Preserves and Williamson Act Contracts and if said uses are consistent with all of the principles of compatibility as defined in Government Code Section 51238.1; and

WHEREAS, this action is categorically exempt from the provision of the California Environmental Quality Act, Class 17, Open Space Contracts or Easements (Section 15317), in that it reflects the establishment of an agricultural preserve and contract under the Williamson Act; and

ALAMEDA COUNTY AGRICULTURAL PRESERVE CONTRACT 2006-01

Name of Contract Holder

Page 2 of 2

WHEREAS, establishing a preserve of slightly less than 100 acres is necessary due to the unique characteristics of agricultural enterprises in the area and is consistent with the County's general plan [OR, establishing a preserve of 100 acres or more meets pertinent State and County requirements regarding establishment of Agricultural Preserves and is consistent with the County's general plan];

NOW, THEREFORE, BE IT RESOLVED, that the President of this Board of Supervisors be and is hereby authorized and directed to execute on behalf of the County of Alameda that certain Williamson Act Contract approved by this Board of Supervisors, by and between the County of Alameda and _____ covering lands located within said Alameda County Agricultural Preserve 2006-01, described in Exhibit "A" and shown on those certain maps marked Exhibit "___" attached hereto and made a part hereof.

COUNTY OF ALAMEDA

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____; and that a copy of a Resolution has been delivered to the President as provided by Government Code Section 25103.

Attest: _____
Clerk, Board of Supervisors, County of Alameda, State of California

BY: _____

NOTARY PUBLIC CERTIFICATE OF ACKNOWLEDGEMENT
For Owner's Signature:

State of California
County of Alameda

On _____, 20____, before me, _____, a Notary public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My commission expires: _____

APPENDIX 3

Compatible Use Determination

1. Compatible Use Determination Process and Checklist of Required Materials
2. Application Form for a Compatible Use Determination

COMPATIBLE USE DETERMINATION PROCESS

The Compatible Use Determination is an evaluation of proposed development on property under a Williamson Act contract in order to ensure compliance with Williamson Act requirements pertaining to compatible uses.

Williamson Act contracts in Alameda County are intended to promote agricultural productivity and to preserve agricultural land from premature and unnecessary conversion to uses other than agriculture and open space. The presence of commercial agriculture is a precondition to compatible development on land restricted by a Williamson Act contract. Please consult the Guidelines for Commercial Agriculture for further reference.

Proposed development on contracted land must be both “compatible with” and “incidental to” the documented agricultural use of the property. Please consult Uniform Rule 2 of the Alameda County Uniform Rules and Procedures Governing Agricultural Preserves and Williamson Act Contracts (adopted October 11, 2011) for further reference.

The Compatible Use Determination involves a two-part determination:

1. Whether there is an existing commercial agricultural use that meets one of the thresholds established in Uniform Rule 1 and the Guidelines for Commercial Agriculture; and,
2. Whether the proposed development meets the required findings of compatibility as outlined in Uniform Rule 2.

The following page is a checklist of documentation required by the Planning Department in order to process your application for a Compatible Use Determination. Your application will **not** be accepted unless: 1) it is signed by the property owner or authorized representative, 2) accompanied by the current filing fee, and 3) includes **all** the pertinent application materials.

Landowners should confer with the Planning Department prior to applying for a Use Permit in order to ensure that the permit application will be approved as submitted.

Following initial review of submitted materials, additional information may be required.

Questions? Contact the Planning Department at (510) 670-5400

CHECKLIST OF REQUIRED APPLICATION MATERIALS
For a Compatible Use Determination

The information listed below is required to process your Compatible Use Determination Application. Submit 3 copies of all of the following:

- Commercial Agriculture Determination Form** (filled out and signed)
- Site Plans (3 copies)**

All plan sets must be legibly drawn to an appropriate scale, sheet size is 18" x 24" minimum to 24" x 36" maximum, and be consistent with submitted plans for related land development or building permit applications. The plan must label all uses on the subject property and identify the locations, acreage, and approximate footprint of the following:

- Existing commercial agricultural use(s)
 - Existing structures
 - Use areas (e.g. a garden, vineyard, pasture), including the 2-acre building envelope
 - Proposed use and development of the subject property
 - If applicable, the 10% of the contracted property, or 10 acres, (whichever is less) dedicated to non-agricultural non-building uses (i.e., an area for uses free of impervious surfaces)
 - If applicable, the development envelopment dedicated to a preparation or processing facility (see Uniform Rule 2, II.B.)
- Square Footage Calculations**
- Square footage calculations shall be included on the site plan.
- Square footage of the footprints of all existing structures and any hardscape and associated improvements
 - Square footage of the footprint of all proposed structures and any hardscape and associated improvements
- Draft Copy of the Application for a Use Permit (when the proposed use requires Planning or Building Inspection approvals) for the initial review by the Planning Department.**
- Copy of the Use Permit Application for sign-off by the Planning Department.**
- Application Fee**

Compatible Use Determination Instructions for Planner

- This process is written up in the Rules at the end of Rule 2.
- The planner reviewing the compatible use determination application should refer to the Endnotes in the Guidelines for Commercial Agriculture that provide detailed guidance in assessing whether or not the commercial agriculture requirement has been met.
- In addition to confirming a commercial agricultural use of the contracted property under one of the threshold options, the planner needs to review the proposed use for consistency with the Uniform Rules and Regulations, specifically: 1) the location by types of use, 2) the siting criteria, 3) the total area of the non-agricultural uses to make sure they don't cumulatively exceed the 10% or 10 acre rule, 4) the standards for the proposed use (if any), and 5) the Principles of Compatibility. This analysis will enable the planner to make the required two part Compatible Use Determination (findings).
- There needs to be some procedure whereby the approval of the compatible use application is forwarded on to the Building Department (or to other planning staff handling the actual permit processing) so that what is approved by the Compatible Use Determination is what ends up on the Use Permit application. Note the two checklist boxes under Required Application Materials. Maybe all Use Permit Application Forms should have a field that can be checked if the property is under the WA and if the use has been approved as compatible.

WILLIAMSON ACT
APPLICATION FOR COMPATIBLE USE DETERMINATION
for Agricultural Contracts

Preserve No: _____ Contract No. _____ Date of Contract: _____

Assessor Parcel Number(s) of Contracted Land (if known): _____

Under Joint Management Agreement? Yes No

Name of Owner(s): _____

Owner's Representative (if any): _____

Contact Mailing Address: _____
(Street) (City) (Zip Code)

Contact Telephone: _____ Contact Email Address: _____

The farm or ranch is operated by:

Owner Manager Lessee Lessee name: _____

Acreage of Contracted Land: _____ Prime Land Non-Prime Land

Proposed Use: Parcel Map Tract Map Boundary Adjustment
 CUP SDR Zoning Building Other

Detailed Description of Proposed Use: _____

Owner Signature: _____ Date: _____

See Checklist of Required Application Materials on the Following Page

Final Determination:

- Approved
- Not Approved

Application Processed By: _____
[Signature of Reviewing Planner]

APPENDIX 4

Sample Rescission and Replacement Contract

1. Sample Rescission and Replacement Contract



RECORDING REQUESTED BY:

Clerk, Board of Supervisors
1221 Oak Street, Room 536
Oakland CA 94612

AND WHEN RECORDED MAIL TO:

Clerk, Board of Supervisors
1221 Oak Street Room 536
Oakland, CA 94612

Agricultural Preserve Number: _____

WILLIAMSON ACT (LAND CONSERVATION) CONTRACT

INCLUDING A RESCISSION OF CONTRACT NO. _____ AND ENTERING INTO THIS NEW CONTRACT NO. _____ IN ITS PLACE PURSUANT TO GOVERNMENT CODE SECTION 51254

Note: Govt Code 51254 is general authorization to rescind and reenter; while Govt Code 51257 specifically relates to rescission in the case of boundary line adjustments.

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between _____ doing business as _____ hereinafter referred to as "Owner" and the COUNTY OF ALAMEDA, a political subdivision of the State of California, hereinafter referred to as "County":

W I T N E S S E T H:

WHEREAS, Owner possesses certain real property located within County and currently described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Owners are under a Joint Management Agreement as set forth in Exhibit "D"; and

WHEREAS, The owner of said property wishes to adjust the property lines between these parcels and another parcel that is not restricted by a Williamson Act Contract (*or for the purpose of individual replacement contracts where previously one contract number was shared by multiple landowners; or for the purpose of dissolving a Joint Management Agreement; or for the purpose of transfer of ownership; or for the purpose of subdivision; or for the purpose of including additional acreage; see Uniform Rule 6 II.C*); and

WHEREAS, pursuant to Government Code Section 51257 (51254) the boundary of the contracted land may be adjusted to accommodate such minor boundary changes (OR one of the other reasons) by rescinding the current contract on the subject property and entering into a new contract for the new said property; and

WHEREAS, said property will continue to be devoted to agricultural, open space and compatible uses; and

WHEREAS, said property is located in Agricultural Preserve No. _____ which was established by the Board of Supervisors of the County by Resolution No. _____, and modified by the Board of Supervisors by Resolution No. _____; and

WHEREAS, both Owner and County desire to limit the use of said property to agricultural, open space and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, and to assure a food supply for future residents, to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the continued placement of said property in an agricultural and open space preserve and the execution and approval of this contract is a determination that the highest and best use of said property during the term of this contract or any renewal thereof is for agricultural, open space and compatible uses; and

WHEREAS, the Owner and the County desire to enter into and intend that this contract shall constitute an enforceable restriction to agriculture and open-space land as defined and used in the California Revenue and Taxation Code;

NOW, THEREFORE, both Owner and County in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. CONTRACT RESCINDED AND NEW CONTRACT ENTERED

The portion of Williamson Act Contract No. ____ as it pertains to that territory described therein, is hereby rescinded, and this new Contract No. _____ is entered into to replace Williamson Act Contract No. _____. The new contracted area, including the additional area added to the territory as a result of that certain lot line adjustment/Parcel Map (REVISE AS NEEDED), as shown on the Parcel Map Waiver for Lot Line Adjustment No. _____ (REVISE AS NEEDED), recorded in Book _____, at Page _____, of Parcel Maps, as Document No. _____, Alameda County Official Records, is now hereby described in Exhibit "B" attached hereto and made a part hereof; and

2. CONTRACT SUBJECT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965.

This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) and is subject to all of the provisions thereof including any amendments thereto that may hereafter be enacted.

3. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, or any renewal thereof, the said property shall not be used for any purpose, other than agricultural uses for producing agricultural commodities for commercial purposes, open space for protection of land in its natural state for benefit of public or wildlife, and compatible uses, which uses are set forth in Exhibit "C" (NOTE CHANGE OF EXHIBIT FROM "B" TO "C") attached hereto and incorporated herein by reference.

4. MODIFICATION OF THE COMPATIBLE USES.

The Board of Supervisors of County may, from time to time, during the term of this contract or any renewal thereof, by, resolution modify those uses set forth in Exhibit "C" within the preserve where said property is located. The provisions of this contract and any resolution supplementing the uses permitted in Exhibit "C" are not intended

to limit or supersede the planning, zoning or other regulatory powers of the County, including the County's adopted Uniform Rules and Procedures Governing Agricultural Preserves and Williamson Act Contracts.

5. TERM OF CONTRACT.

This contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten years therefrom; provided, however, each first day of January shall be the "annual renewal date" of the contract. This contract shall automatically be renewed on the first day of January next succeeding the date of the commencement hereof and on the first day of January of each year thereafter for an additional one-year period unless notice of nonrenewal is given as provided in paragraph 6. This contract shall be subject to an unlimited number of one-year extensions and each such one-year extension shall be added to the term thereof so as to commence immediately following the termination date or the termination date of the most recently added one-year extension, whichever is later in time.

6. NOTICE OF NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 4 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

7. NO COMPENSATION.

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, 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 advantage that will accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

8. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit "B" and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit "B". On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit "B" annexed to the city, unless the city has filed, and had approved, a protest to the contract at the time of its execution as provided for in Section 51243.5 of the California Land Conservation Act of 1965.

9. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title or any lesser estate in any land described in Exhibit "A" is filed or when such land or any lesser estate therein is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal

government, this contract becomes null and void as to the land or any lesser estate therein actually being condemned or so acquired as of the date the action is filed or so acquired.

10. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit “B” is divided. Property described in Exhibit “B” shall not be divided into parcels of less than the minimum parcel size required by the A (Agricultural) Zoning District, existing at the time of the requested division, except as a result of court decree or the intestate or testamentary disposition of land as outlined in Government Code Section 51243(b). Owner agrees to submit a proposed division to County for its approval, and for consideration of the conformance of said division to the Subdivision Ordinance of the County of Alameda and to the findings to be made by the Board of Supervisors described in Uniform Rule 1. II. F. County shall, if said division is approved and as a condition of its approval, require the execution by owner of a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

11. BOUNDARY ADJUSTMENT.

The boundaries of Property described in Exhibit “A” may be adjusted to facilitate the agricultural use or management of the land. Owner agrees to submit a proposed boundary adjustment to County for its approval, and for consideration of the conformance of said boundary adjustment to the findings to be made by the Board of Supervisors described in Government Code Section 51257 and Section 66412(d), and Uniform Rule 1. II. F. County shall, if said boundary adjustment is approved and if the outer perimeter of the contracted land has been modified and as a condition of its approval, require the execution by owner of a contract identical to this contract on the modified parcel created by the boundary adjustment in accordance with Uniform Rule 6. II. C. (1c). Owner agrees to execute such contract.

12. CANCELLATION.

This contract may be canceled only pursuant to the request of Owner by petition to the Board of Supervisors of Alameda County to cancel the contract as to all or any part of the property subject hereto. The Board of Supervisors may approve cancellation of this contract only if it finds that cancellation (1) is not inconsistent with the purposes of the California Land Conservation Act of 1965 and or (2) is in the public interest, as defined by Government Code Section 51282. *Note: With this revision, only one set of findings would be required. This option was recommended by the DOC at a Williamson Act Workshop.*

Owner understands that the existence of an opportunity for another use of said property shall not be sufficient reason for cancellation of this contract and that a potential alternative use of said property may be considered only if there is no proximate nonrestricted land suitable for the use to which it is proposed that said property be put. Owner further understands that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or compatible agricultural use to which said property may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Alameda may adopt a resolution consenting to such request. Prior to the adoption of such a resolution, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the Agricultural Preserve in which property described in Exhibit “A”

is located, and which is within one mile of the boundaries of that property, and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Alameda may protest such cancellation.

(b) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors of Alameda County shall record a certificate setting forth the name of Owner of said property at the time of cancellation, the amount of the cancellation fee, as hereinafter provided in paragraph 11, and a legal description of said property. From the date of recording such certificate, this contract shall be finally canceled and, to the extent the cancellation fee is not paid, a lien shall be created and attach against said property and other property owned by Owner in the County of Alameda. Such lien shall have the force, effect and priority of a judgment lien. Nothing shall preclude the Board of Supervisors of Alameda County from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

13. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to the giving of tentative approval to the cancellation of the contract by the Board of Supervisors of Alameda County, the County Assessor shall reassess said property as though it were free of the restriction provided for herein. The amount of the cancellation fee to be paid by Owner shall be calculated pursuant to the California Land Conservation Act of 1965, Government Code Section 51283 et seq.

(b) If the Board of Supervisors of Alameda County recommends and finds that it is in the public interest to do so, the County may waive any such payment or any portion thereof, or make any such payments or portion thereof contingent upon the future use to which said property is put and its economic return to the Owner for a period of time not to exceed the unexpired term of the contract had it not been canceled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use to which said property may be put and said property is not immediately suitable, nor will be immediately used for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined that it is in the best interest of the public or the conservation of agricultural land that such payment be either deferred or not required; and (3) the waiver is approved by the State Office of Planning and Research.

14. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of the County, and County's address shall be 1221 Oak Street, Oakland, California 94612, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

ATTEST: CRYSTAL HISHIDA-GRAFF

COUNTY OF ALAMEDA

Clerk of the Board of Supervisors

President, Board of Supervisors

APPROVED AS TO FORM
DONNA ZEIGLER, County Counsel

Owner Sign Name

Print Name

BY _____
Deputy

Owner Sign Name

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board _____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Print Name

Attest: _____
Clerk, Board of Supervisors, County of Alameda, State of California

BY: _____

APPENDIX 5

Notices of Non-Renewal

1. Notice of Non-Renewal by Contract Holder
2. Notice of Non-Renewal by Alameda County



NOTICE OF NON-RENEWAL OF WILLIAMSON ACT CONTRACT

(Government Code § 51245)

Williamson Act Contract Owner:

If it is your intention **NOT** to renew your Williamson Act Contract you must complete this document and the attached "Notice of Non-renewal of Williamson Act Contract" and return to the **Clerk, Board of Supervisors, 1221 Oak Street, Room 536, Oakland, CA 94612, no later than October 2, of this year.** If your documents are complete and filed timely, your non-renewal will become effective the following January 1. You are required to file **one original and one copy** of each of these two (2) forms.

WILLIAMSON ACT CONTRACT NO. _____ / _____

County Recorder's Recording Reference No. to Ag Pres Contract

AGRICULTURAL PRESERVE NO. _____

ASSESSOR'S PARCEL NO(S). _____

CONTACT PERSON (completing this form – Type/Print Name) _____

Address: _____

Phone No. Day: (____) _____ Evening/Cell: (____) _____

Email Address: _____

Your "Notice of Non-renewal" will be recorded and requires the **notarized signature(s) of all current owners.** If these forms are received **after October 2nd**, or are incomplete as of October 2nd, the non-renewal will be effective beginning the second January 1st after the date received.

Note: These forms will **NOT** be considered to be filed with the Clerk of the Board of Supervisors until **ALL** information requested has been supplied and is deemed complete. Most of the information is available from contracts, title reports and deeds. You may also contact the Assessor's Office to verify Assessor Parcel Number(s), etc. or for past-recorded information.

Return completed forms to: Clerk, Board of Supervisors Office, 1221 Oak Street, Suite 536, Oakland, CA 94612

FOR CLERK'S USE ONLY

Receipt of this notification is hereby acknowledged:

By: _____ Date: _____

RECORDING REQUESTED BY

Alameda County Clerk of the Board
1221 Oak Street Room 536
Oakland CA 94612

AND WHEN RECORDED, MAIL TO:

Alameda County Clerk of the Board
1221 Oak Street Room 536
Oakland CA 94612

Re: Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF NONRENEWAL

NOTICE is hereby given to the County of Alameda that the Williamson Act Contract described below will not be renewed as of January 1, _____.

WILLIAMSON ACT CONTRACT NO. _____ / _____
County Recorder's Recording Reference No. to Ag Pres Contract

AGRICULTURAL PRESERVE NO. _____

ASSESSOR'S PARCEL NO(S). _____

OWNER(S): (Original owner(s) and ALL current owners must be listed - type/print clearly)

a. Original Owner(s) _____

b. Current Owner(s) _____

SIGNATURES: The notarized signature and mailing address of each of the above current owners must be included. Use additional pages if necessary

Date: _____ / _____
Signature Print Name

Date: _____ / _____
Signature Print Name

Date: _____ / _____
Signature Print Name

Dated: _____ / _____
Signature Print Name

This document must be notarized by a Notary Public

President, Alameda County Board of Supervisors

ATTEST: Alameda County Clerk of the Board

Print Name of President

Print Name of Clerk



NOTICE OF NON-RENEWAL OF WILLIAMSON ACT CONTRACT

(Government Code § 51245)

Williamson Act Contract Owner:

NOTICE IS HEREBY GIVEN BY the COUNTY OF ALAMEDA that the Contract entered into between the ORIGINAL CONTRACTING OWNER(s) identified below and the COUNTY OF ALAMEDA, pursuant to the California Land Conservation Act (a.k.a. Williamson Act), California Government Code §51200, and recorded on [insert date], as Recording Reference No. to the Agriculture Preserve Contract [insert number] of the Official Records of Alameda County, California, IS NOT TO BE RENEWED.

The expiration date of said contract is the last day of December 20 __. The above referenced contract enforceably restricts land identified as follows:

WILLIAMSON ACT CONTRACT NO. _____ / _____

AGRICULTURAL PRESERVE NO. _____

ASSESSOR'S PARCEL NO(S). _____

The ORIGINAL CONTRACTING OWNER(s): _____

The CURRENT OWNER(s): [Mailing Address/Phone/Email address for each current owner]

This Notice of Non-Renewal is authorized by Board of Supervisors Resolution No. _____, dated _____

COUNTY OF ALAMEDA
Clerk of the Board of Supervisors

By: _____ Date: _____

APPENDIX 6

Bridging to an Open Space Easement Agreement

1. Application for Open Space Easement Agreement
2. Sample Open Space Easement Agreement

APPENDIX 7

Annual Declaration of Commercial Agricultural Use

1. Annual Declaration of Commercial Agricultural Use

Annual Declaration of Commercial Agricultural Use

PROVIDE COVER LETTER

- Describe what the annual questionnaire is and why it's necessary
- Failure to return the questionnaire will result in non-renewal by the County
- County will send a first reminder notice if not received within ____ days; if still not received after an additional ____ days, a second reminder notice will be sent and a late penalty will be levied; if still failure to respond, the county will initiate non-renewal
- Include a copy of the Commercial Agriculture Guidelines

Contract No.: _____

ANNUAL DECLARATION OF COMMERCIAL AGRICULTURAL USE
for property under a Williamson Act Contract – Tax Year _____

Date: _____

Name(s) of Owner(s): _____

Address or road location of contracted property: _____

Assessor Parcel Numbers of contracted property (if known): _____

Total Gross Acreage under Contract: _____

Check box if this is a Joint Management operation. If a Joint Management operation, please identify the commercial agriculture threshold for which you jointly qualify (PART I). For PART II, each property owner should provide the information requested.

Yes No **Has a portion of the contracted property been sold in the past year?**

If the answer is "Yes", the existing contract will have to be rescinded and replaced with a new contract for each owner. Please contact the Planning Department.

Yes No **Has the contracted property been non-renewed? If the answer is "Yes", please indicate the years remaining on the contract: _____.**

PART I

Please check the commercial agriculture threshold, under the Prime Land or Non-Prime Land section, that applies to your agricultural operation, and indicate whether or not you have met the threshold's requirements for the past tax year. If you have not met the gross annual revenue requirement (and land coverage requirement, if applicable), please explain in the space provided (e.g. drought, replanted, etc). **See attached Commercial Agriculture Guidelines and Endnotes for information that may assist you in the response to this section of the questionnaire.**

*****Contract holders must meet a commercial agriculture threshold for their contracted land. The threshold specifies a minimum gross annual revenue that must be met 3 out of the previous 5 years as substantiated by Schedule F(or other relevant tax forms) of the landowner's federal tax returns. Be advised that your Schedule F's are not required as part of this annual questionnaire. However, the Planning Department may request such proof at any time, and tax records will be required at the time of application for a conditional use permit, building permit, or Site Development Review.*****

THRESHOLDS FOR PRIME LAND

1. Land that is at least 10 acres in size, has a Natural Resource Conservation Service (NRCS) land capability rating of Class I or Class II, and is planted in annual and/or perennial crops:

Yes No My/our agricultural operation yielded "some" gross revenue this past tax year.

If you answered "no" to the question above, has your operation yielded "some" gross revenue in 3 of the previous 5 years? Yes No

Yes No At least 60% of my/our contracted property was used for commercial agriculture.

If you have not met one or both of these threshold requirements, please explain:

2. Land that is at least 10 acres in size and is planted in annual and/or perennial crops:

Yes No My/our agricultural operation yielded a gross revenue equal to or exceeding \$200 per planted acre this past tax year.

If you answered "no" to the question above, has your operation yielded at least \$200 per planted acre as averaged over 3 of the previous 5 years? Yes No

Yes No At least 60% of my/our contracted property was used for commercial agriculture.

If you have not met one or both of these threshold requirements, please explain:

3. Land that is less than 10 acres in size and is planted in annual and/or perennial crops:

Yes No My/our agricultural operation yielded a gross revenue equal to or exceeding \$3,500 this past tax year.

If you answered "no" to the question above, has your operation yielded at least \$3,500 as averaged over 3 of the previous 5 years? Yes No

Yes No At least 75% of my/our contracted property was used for commercial agriculture.

If you have not met one or both of these threshold requirements, please explain:

Annual Declaration of Commercial Agricultural Use

4. **Land that is less than 10 acres in size and is planted in annual and/or perennial crops:**

Yes No My/our agricultural operation yielded a gross revenue equal to or exceeding \$10,000 this past tax year.

If you answered "no" to the question above, has your operation yielded at least \$10,000 as averaged over 3 of the previous 5 years? Yes No

If you have not met the annual gross revenue requirement, please explain:

Yes No Have you applied for a non-agricultural conditional use permit or building permit in the past year? If yes, please describe:

THRESHOLDS FOR NON-PRIME LAND

5. **Land that is at least 40 acres in size and is being used for dryland farming, grazing of livestock or livestock production, the breeding of horses, and/or other types of agricultural pursuits:**

Yes No My/our agricultural operation yielded "some" gross revenue this past tax year.

If you answered "no" to the question above, has your operation yielded "some" gross revenue in 3 of the previous 5 years? Yes No

Yes No At least 60% of my/our contracted property was used for commercial agriculture.

If you have not met one or both of these threshold requirements, please explain:

6. **Land that is less than 40 acres in size and is being used for dryland farming, livestock production, and/or other types of agricultural pursuits:**

Yes No My/our agricultural operation yielded a gross revenue equal to or exceeding \$2,000 this past tax year.

If you answered "no" to the question above, has your operation yielded at least \$2,000 as averaged over 3 of the previous 5 years? Yes No

Yes No At least 75% of my/our contracted property was used for commercial agriculture.

If you have not met one or both of these threshold requirements, please explain:

Annual Declaration of Commercial Agricultural Use

7. Land that **less than 40 acres in size and is being used for dryland farming, grazing of livestock or livestock production, and/or other types of agricultural pursuits:**

Yes No My/our agricultural operation yielded a gross revenue equal to or exceeding \$10,000 this past tax year.

If you answered "no" to the question above, has your operation yielded at least \$10,000 as averaged over 3 of the previous 5 years? Yes No

If you have not met the annual gross revenue requirement, please explain:

Yes No Have you applied for a non-agricultural conditional use permit or building permit in the past year? If yes, please describe:

PART II

Please provide the following agricultural use information for the contracted property.

For Orchards or Vineyards or Other High Value Crops

Orchard: Acreage _____ Year(s) Planted: _____

Vineyard: Acreage _____ Year(s) Planted _____

Rowcrops: Acreage _____ Planted every year? _____

Other: Type _____ Acreage _____

For Dry Farm Grain and Hay

Type of Crop: _____

Acreage: _____

Planted every year? Yes No OR Once every _____ years.

Annual Declaration of Commercial Agricultural Use

Grazing

Type of Livestock _____

Number of head normally grazed on property? _____

Is the property fenced? Yes No

Acreage utilized for livestock: _____

Is the property grazed yearlong? Yes No If no, what months is the land grazed?

Commercial Horse Breeding

Horses bred for what use? _____

Number of horses normally stabled? _____

Acreage utilized for breeding operation: _____

Other Agricultural Uses

Yes No Other animal, nursery or specialty uses? If yes, please describe.

Change in Agricultural Uses

Yes No Has there been a change in the past year in how the contracted land has been used for agriculture or are there proposed changes in the near future? If the change in agricultural use changes or will change the commercial agricultural threshold by which you qualify for a Williamson Act contract, please briefly describe the change and identify the new commercial agricultural threshold that you will meet.

If you have additional comments, please attach.

Annual Declaration of Commercial Agricultural Use

As the owner(s) of contracted property, I am/we are submitting this declaration that we have met the commercial agriculture threshold for our contracted land under the Williamson Act for the year _____. If requested, we can furnish proof of gross annual revenue using Schedule F, or other applicable tax forms, of the federal tax returns.

I/we declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Dated: _____ Owner Signatures: _____
