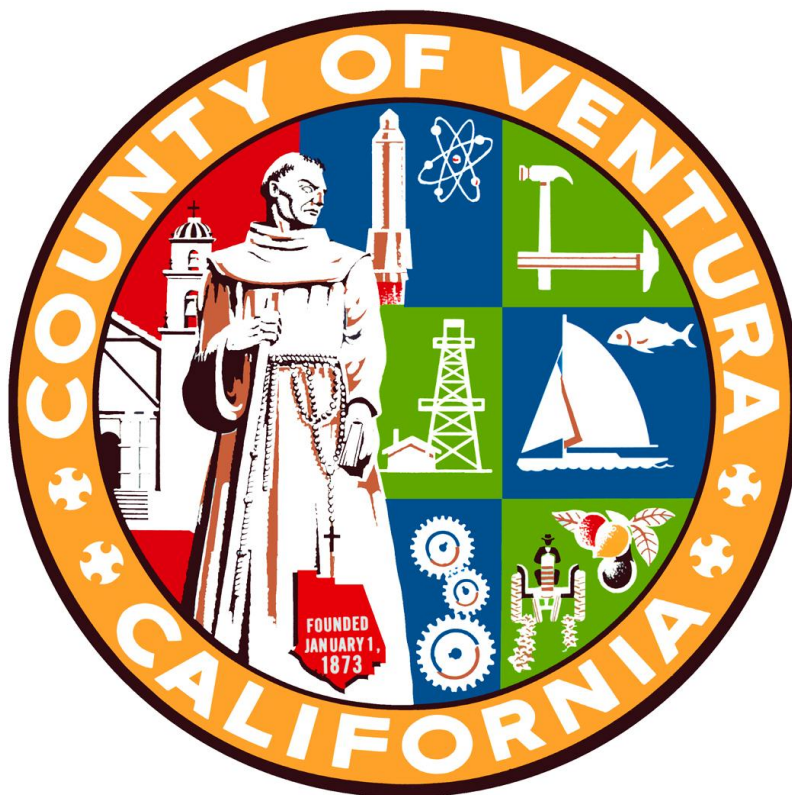


VENTURA COUNTY LAND CONSERVATION ACT GUIDELINES



VENTURA COUNTY BOARD OF SUPERVISORS

ADOPTED NOVEMBER 22, 2011

VENTURA COUNTY

LAND CONSERVATION ACT GUIDELINES

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VENTURA COUNTY LAND CONSERVATION ACT GUIDELINES

I. PURPOSE

The Ventura County Land Conservation Act Guidelines are intended to implement the California Land Conservation Act (LCA), also known as the Williamson Act, which provides tax incentives to protect agricultural and open space land. The Guidelines summarize the provisions of the State LCA that are most relevant to the County LCA program, and set forth the County's procedures for implementing the Act. (see Government Code Section 51200 et seq.)

Ventura County contains thousands of acres of prime agricultural land, characterized by an optimal combination of soils, climate, water, topography, lot size for viable production, and geographic configuration. The County has a long history of General Plan policies and regulations designed to protect this irreplaceable resource, including the Guidelines for Orderly Development, which generally confine urban development within the incorporated cities; a series of greenbelts separating the County's ten cities; and various Save Our Open Space and Agricultural Resources (SOAR) and City Urban Restriction Boundary (CURB) measures. The LCA program is another valuable tool to protect this critical resource.

In addition to preserving agricultural land, the LCA program also assists local governments in protecting non-agricultural open space, when the affected property qualifies as a scenic highway corridor, a wildlife habitat area, a saltpond, a managed wetland area, or a submerged area. Ventura County's program includes open space Contracts specifically for the purpose of protecting significant biological resources that qualify as wildlife habitat areas.

More specifically, the purpose and intent of the Ventura County LCA program is to:

1. Help preserve the limited and diminishing supply of agricultural land in the county through agricultural LCA Contracts;
2. Encourage production of food, fiber, and ornamental crops and commodities for local, regional, state, national and international markets;
3. Discourage premature conversion of agricultural land to nonagricultural land uses;
4. Help sustain and promote the county's commercial agricultural industry and the direct, indirect, and imputed effect on the countywide and state economy;
5. Allow compatible uses within agricultural Contracts that do not hinder or compromise the existing or potential agricultural productivity of agricultural land;
6. Help preserve wildlife habitat areas through open space (wildlife habitat) LCA Contracts;
7. Allow compatible uses within open space LCA Contracts that do not adversely affect the preservation of wildlife habitat areas.

As statutes and ordinance provisions are amended from time to time, those amendments are incorporated herein.

II. DEFINITIONS

The definitions below are provided to assist the reader. Many are a summary of State law. For completeness and accuracy, the specific statutes should be consulted.

Agricultural Policy Advisory Committee (APAC) – The APAC is comprised of five individuals active in the local agricultural industry and appointed by the Board of Supervisors to provide input concerning all matters affecting agriculture, including the County LCA program and contract requests. The APAC specifically provides input to the Board, Ventura Local Agency Formation Commission, County Planning Commission, County staff and other decision makers. Successor committees to the APAC may also be assigned similar functions. Government Code Section 51239 allows the appointment of an advisory committee to advise the Board on the establishment and administration of Agricultural Preserves and contracts.

Agricultural Preserve (AGP) – Agricultural Preserves define the area within which the County may enter into Contracts with landowners. The Board establishes Agricultural Preserves. Only land located within an Agricultural Preserve is eligible for a Contract. As defined in Government Code Section 51201(d), land within an Agricultural Preserve can be devoted to either agricultural, recreational, or open space use, or any combination of these. An Agricultural Preserve must consist of no less than 100 acres, except as described in Section IV below.

Board – Board of Supervisors for Ventura County.

Cancellation – The immediate termination of a Contract (see Section VIII.C below).

Contract – As used in these Guidelines, the term Contract means a LCA Contract, a FSZA/LCA Contract and an OS/LCA Contract, collectively.

Contract Area - The acreage or property which is under a single Contract. For LCA Contracts and FSZA/LCA Contracts, the boundaries of the Contract Area are coterminous with parcel boundaries. For OS/LCA Contracts, the Contract Area may be a portion of one parcel.

Farmland Security Zone Area (FSZA) - A Farmland Security Zone is an area created within an Agricultural Preserve by the Board upon request by a landowner or group of landowners. Once the designation has been made, the property owner may enter into a FSZA/LCA Contract. (Government Code Section 51296 et seq.)

Farmland Security Zone Area Contract (FSZA/LCA Contract) - A contract between a private landowner and the County that enforceably restricts land to agricultural or open space uses. The minimum initial term is 20 years. FSZA/LCA Contracts automatically self-renew annually unless either party files a Notice of Nonrenewal. In return, restricted parcels are assessed for property tax purposes in accordance with Revenue and Taxation Code Section 421, et seq.

Land Conservation Act (LCA) - The California Land Conservation Act, also known as the Williamson Act (Government Code Section 51200 et seq.), allows private landowners to contract with counties and cities to voluntarily restrict their land to agricultural and open space uses in exchange for potential property tax benefits.

Land Conservation Act Contract (LCA Contract) - A contract between a private landowner and the County that enforceably restricts land to agricultural or open space uses. The minimum initial term is 10 years. LCA Contracts automatically self-renew annually unless either party files

a Notice of Nonrenewal. In return, restricted parcels are assessed for property tax purposes in accordance with Revenue and Taxation Code Section 421, et seq.

Legal Lot - A lot that met all local Subdivision Ordinance and Subdivision Map Act requirements when it was created, and still exists, and can lawfully be conveyed in fee as a discrete unit separate from any contiguous lot. "Legal Lot" also means a lot for which a Certificate of Compliance or Conditional Certificate of Compliance has been issued under the State Subdivision Map Act and the Ventura County Subdivision Ordinance and the boundaries of which have not been subsequently altered by merger or further subdivision. For the purposes of these Guidelines, the word "parcel" shall have the same meaning as the word "lot". (Ventura County Non-Coastal Zoning Ordinance, December 2005.)

Lien Date - Date upon which a Contract becomes effective. The lien date is always January 1 of the year following recordation of the Contract. It also is the date upon which the Assessor determines the value of property for property tax purposes each year.

Material Breach of Contract - Construction of a building on property under Contract when both of the following conditions are met: (1) the building is not allowed under these Guidelines, the County General Plan or Zoning Ordinances, and is not related to an agricultural or compatible use; and (2) the total area of the building(s) exceeds 2,500 square feet. (Government Code Section 51250.)

Nonrenewal – Withdrawal of land under Contract whereby the Contract stops self-renewing each year, but remains in effect for the remainder of the term (i.e., 9 years for a LCA Contract, 19 years for a FSZA Contract, or both for a OS/LCA Contract).

Open Space (Wildlife Habitat Area) Contract (OS/LCA Contract) - A contract between a private landowner, including a non-profit conservation organization, and the County that enforceably restricts land to open space (wildlife habitat area) uses (see Section VI below). The minimum initial term for OS/LCA contracts is 10 or 20 years. OS/LCA Contracts automatically self-renew annually unless either party files a Notice of Nonrenewal. In return, restricted parcels are assessed for property tax purposes in accordance with Revenue and Taxation Code Section 421, et seq.

Public Improvement – Facilities or interests in real property, including easements, rights -of-way, and interests in fee title, owned by a public agency or person. (Government Code Section 51290.5).

Rescission/Reentry - The process of simultaneously voiding an existing Contract(s) and entering into new Contract(s) where there is no reduction in the amount of land under Contract. (see Section VIII.A below).

Special Area Contract - A LCA Contract or FSZA/LCA Contract which does not comply with the minimum legal lot size and Contract Area, contract boundaries or agricultural utilization required by these Guidelines.

Subject Property - The property for which an application for a Contract has been filed.

Wildlife Habitat Area - A land or water area designated by the Board, after consulting with and considering the recommendation of the California Department of Fish and Game, as an area of great importance for the protection or enhancement of the wildlife resources of the state.(Government Code Section 51201(j); see Section VI below)

III. GENERAL POLICIES

There are a number of policies and requirements established in State Law, local ordinance and these Guidelines which direct the County's implementation of the California Land Conservation Act.

A. Conformance with State Law and County Ordinances and Resolutions

All applications for: (1) the establishment or termination of AGPs, FSZAs, and Contracts; (2) Zone Changes associated with entering into a Contract; and (3) entitlements on contracted land, shall be made and decided in accordance with the requirements of the Land Conservation Act, applicable County ordinances and resolutions, and these Guidelines as amended. Recommendations of the APAC (for LCA and FSZA/LCA contracts) and the County Planning Commission (for OS/LCA contracts) shall also be considered in processing such applications. These Guidelines shall be interpreted in a manner consistent with the overall intent expressed above. If any provision of the Guidelines is found to be invalid, it shall not invalidate the remaining provisions.

B. Consistency of Entitlements with State Law and LCA Guidelines

Where a property proposed for a Contract has an existing discretionary permit, the permit must be reviewed to determine consistency with the proposed Contract.

Whenever a land use entitlement including, but not limited to, zone changes, subdivisions and conditional use permits is requested for land subject to a Contract, or about to enter a Contract, the entitlement should not be approved unless it is consistent with the provisions of State law and these Guidelines. Entitlement requests that are inconsistent with these Guidelines may be considered and acted upon only after the Contract has expired or is terminated.

No entitlement, subdivision of land, rescission/re-entry, portion nonrenewal, or portion cancellation shall be approved which would result in Contracts or lots under Contracts which do not meet the standards and requirements of these Guidelines and State law.

C. Contracts Which Become Inconsistent with State Law and LCA Guidelines

When changes in existing uses on contracted land result in agricultural utilization or uses which are inconsistent with State law or these Guidelines, making the land ineligible for the type of Contract that is in effect, the landowner or the County may record a Notice of Nonrenewal for that Contract. (Government Code Section 51245.) Further, if a Material Breach of Contract is determined to exist, the County shall either (1) order the property owner to eliminate the conditions that created the Material Breach of Contract within 60 days; or (2) assess a monetary penalty and terminate the Contract on that portion of the property that has been made incompatible by the material breach. (Government Code Section 51250(i).)

D. Property Tax Reduction

In exchange for agreeing to restrict the use of property by entering into a Contract, special rules are applied by the Assessor in assessing the contracted property (see

California Revenue and Taxation Code Sections 421-430.5 referred to as the “LCA Tax Provisions”). The LCA Tax Provisions are complex and should be consulted; these Guidelines are only intended to provide an overview.

Generally speaking, the Assessor applies the LCA Tax Provisions to determine the property’s value as of the Lien Date (January 1) of each year (the “LCA Value”). The LCA Value may be different than it would have been had the property not been subject to a Contract. For 10-year LCA Contracts, a certain percentage reduction is applied to the factored Proposition 13 base year value and then compared to the LCA Value. The lower of those values is enrolled. For 20-year FSZA Contracts, the percentage reduction is applied to both the factored Proposition 13 base year value and the LCA Value and the lower of those values is enrolled. The percentage reduction is never applied to the prior year’s value to derive the present year’s value.

The percentage reductions do not apply to the value of the residence or residential site on the Subject Property. The reduction also does not apply to the value attributable to farm labor housing, pipelines, pumps, wind machines, buildings and the like.

The amount of the percentage reduction depends on several factors, including the length and type of Contract (e.g., LCA [10 year] or FSZA/LCA [20 year]), the type of land (e.g., prime agricultural or non-prime), the use of land (e.g., crop production or grazing) and the location of the land. Depending upon the situation, the LCA Tax Provisions authorize the following range of percentage reductions:

10-year LCA and OS/LCA Contracts:

Prime land utilized for agricultural production	20 to 30%
Non-Prime land	10%

20-year FSZA/LCA Contract:

Prime or non-prime land	35%
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Due to the numerous factors discussed above and the rules involved in assessing property subject to a Contract, it is not possible to state in advance what, if any, tax benefit would inure to the property owner.

E. Acquisition of Land in AGP or FSZA for Public Improvement

Prior to the County acquiring land in an AGP or FSZA for a public improvement, the County shall comply with the noticing procedures and make the findings required by Government Code Sections 51290 through 51295. Acquisition of land under a Contract by eminent domain or in lieu of eminent domain for a public improvement shall cause the Contract to be deemed null and void as to the land actually condemned or acquired. (Government Code Section 51295.)

F. Annexation of Land Subject to FSZA and FSZA/LCA Contracts

Pursuant to Government Code Sections 51296.3 and 51297.3, notwithstanding any provision of Government Code Section 56000 et seq., the Ventura Local Agency Formation Commission (LAFCO) is prohibited from annexing land within a designated FSZA to a city, except under any of the following circumstances:

1. If the FSZA is located within a designated, delineated area that has been approved by the voters as a limit for existing and future urban facilities, utilities, and services (e.g., City Urban Restriction Boundary--CURB).
2. If annexation of a parcel or a portion of a parcel is necessary for the location of a public improvement except as provided in Government Code Section 51296.5 or 51296.6 as follows:
 - a. A school district shall not render inapplicable the County Coastal or Non-Coastal Zoning Ordinances to the use of land by the school district if the land is within a designated FSZA; or
 - b. A school district shall not acquire any land that is within a designated FSZA.
3. If the landowner consents to the annexation.
4. During the three-year period preceding the termination of a FSZA/LCA contract.

Also, pursuant to Government Code Sections 51296.4 and 51297.3, LAFCO is prohibited from annexing land within a designated FSZA to a special district that provides sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under the contract and the landowner consents to the annexation. However, this provision shall not apply during the three-year period preceding the termination of FSZA/LCA Contracts.

IV. AGRICULTURAL PRESERVES

All land designated "Agricultural" by the County General Plan is located within an AGP (see Appendix "A"). Land designated "Open Space" by the County General Plan, while potentially eligible for a Contract, may or may not be located within an AGP. If a property owner wishes to enter into a Contract, and the property is not within the boundaries of a previously established AGP, the owner must request the Board to expand the AGP or establish a new AGP simultaneously with the approval of the Contract.

Government Code Section 51230 requires that an AGP consist of no less than 100 acres, unless the Board determines that the unique characteristics of the agricultural operations in the area call for smaller preserves, and that the establishment of the preserve is consistent with the General Plan. AGPs may be made up of land in one or more ownerships. Property owners with less than 100 acres may combine two or more contiguous parcels to form standard-size preserves. Owners of parcels smaller than 100 acres, who are unable to combine their properties with adjacent parcels to create a standard-size AGP, may request the establishment of a substandard AGP contingent upon meeting the requirements of the Land Conservation Act. (Government Code Section 51230.) Substandard-size AGPs shall be considered only for unincorporated areas comprised of a number of contiguous parcels currently in crop production. Land isolated from existing agricultural production areas is not eligible for a substandard-size AGP.

V. AGRICULTURAL CONTRACTS

The eligibility of agricultural land for a LCA Contract and a FSZA/LCA Contract shall be determined pursuant to the requirements of the Land Conservation Act; County General Plan and Coastal and Non-Coastal Zoning Ordinances; these Guidelines; and the findings of the County APAC, and Board of Supervisors.

A. Requirements for LCA and FSZA/LCA Contracts

Property owners may request to enter into a LCA Contract or FSZA/LCA Contract. The requirements are as follows:

1. Land Designation

Property must be designated “Agricultural” or “Open Space” under the County General Plan and be located within an AGP.

2. Zoning

Property must be zoned AE-40 ac (Agricultural Exclusive, 40 acre minimum parcel size), or if in the Coastal Zone, CA (Coastal Agricultural). If the property is not zoned appropriately at the time the request for a new Contract is submitted to the County, then a Zone Change must be processed in conjunction with the Contract. Approval of a Zone Change is contingent on the approval and execution of the new Contract by all parties.

Properties that are currently zoned OS (Open Space) with a required minimum parcel size (e.g., OS-80 ac) shall be rezoned to AE-40 ac with a minimum parcel size consistent with the average density of the surrounding parcels (e.g., AE-80 ac where the average size of the parcels is 80 acres and used primarily for grazing, AE-160 ac where the average size of the parcels is 160 acres, with OS-160 ac zoning). However, if the property is in irrigated crop production, it may be rezoned to AE-40 ac, regardless of the average surrounding parcel size.

3. Lot Size

The applicable minimum legal lot size identified in Table 1 must be met. The minimum acreage requirement applies to both the parcel size and the Contract Area (i.e., neither the parcel size nor the Contract Area may be less than the required acreage). Further, the boundaries of each Contract shall be the same as the legal lot boundaries. Special Area Contracts, discussed in Section IX below, would allow limited exceptions to these requirements.

4. Land Uses

Two types of uses are permitted on contracted property:

- a. Agricultural uses, as defined in Government Code Section 51201(b). These uses include the production of plants and floricultural crops in nurseries, whether in open fields or in greenhouses. However, uses which produce animal products for commercial purposes, but which generally are not dependent on the soils,

topography, water or climate at the site, do not qualify land for LCA or FSZA/LCA Contracts (e.g., worm, algae, fur and fish farms, and feed lots). These uses may be located on land within a Contract, but outside of the area used to meet the agricultural utilization (production) requirements in Table 1.

- b. In accordance with Government Code Sections 51231, 51238, and 51238.1, “compatible uses” are those which are permitted, or conditionally permitted by the Ventura County Zoning Ordinance in the AE-40 ac or CA zones.

5. Agricultural Utilization

One goal of the County LCA program is to promote the full utilization of all potentially useable land under Contract. Therefore, the acreage within a Contract must meet the minimum agricultural utilization standards for crop production or animal husbandry/grazing set forth in Table 1 below. Special Area Contracts, discussed in Section IX below, would allow limited exceptions to these requirements. Land not used to meet the utilization requirement may be devoted to compatible uses.

Table 1. Minimum Utilization of Land for LCA and FSZA/LCA Contracts

LEGAL LOT/CONTRACT SIZE	UTILIZATION PERCENTAGE* FOR LCA (10-YEAR) CONTRACTS	UTILIZATION PERCENTAGE* FOR FSZA/LCA (20-YEAR) CONTRACTS
9** To 15 Acres	90%	90%
15.1 To 25 Acres	75%	80%
25.1 To 40 Acres	65%	75%
Over 40 Acres	50%	70%
Animal Husbandry/Grazing - 80 Acre Minimum	75%	No Animal Husbandry/Grazing Contracts

*Onsite water recycling ponds and other facilities required by a permitting authority shall be included in the calculation of utilization percentage for nurseries (open fields or in greenhouses).

**The Board has determined that prime agricultural lands in Ventura County are highly productive due to the combination of soils, climate, and water availability; are suitable to a variety of orchard, row, and horticultural crops; and are capable of supporting commercially viable agricultural operations on minimum 9 acre parcels. Therefore, these parcels are contract eligible.

6. Standards for Agricultural Operations

LCA and FSZA/LCA Contracts include two types of agricultural operations--crop production and animal husbandry/grazing. To be eligible for a Contract, agricultural property must meet the standards outlined below.

- a. Crop Production

- 1) The following criteria for irrigated plant products must be met:

- i. The land must be producing plant products for commercial purposes for three (3) of the previous five (5) years **or** be planted to as yet non-bearing fruit or nut trees, vines, bushes or crops which have a non-bearing period of less than five (5) years; and
 - ii. The land must be irrigated; and
 - iii. The land must have grossed no less than \$500 per acre per year for at least three (3) of the previous five (5) years, or reasonably be expected to gross no less than \$500 per acre per year for three (3) out of five (5) years when the bearing period begins.
- 2) The following criteria for non-irrigated plant products must be met:
- i. The land must be cultivated and producing plant products for commercial purposes for three (3) of the previous five (5) years **or** be planted to as yet non-bearing fruit or nut trees, vines, bushes or crops which have a non-bearing period of less than five (5) years; and
 - ii. The land must have grossed no less than \$50 per acre per year for at least three (3) of the previous five (5) years, or reasonably be expected to gross no less than \$50 per acre per year for three (3) out of five (5) years when the bearing period begins.
- b. Animal Husbandry/Grazing. To qualify for a Contract, animal husbandry/grazing operations must meet the requirements below.
- i. The land must have supported twenty (20) animal units per year (as defined in Table 2) and as determined by personal property taxes paid on the animals by the owner or operator, or other evidence such as rent receipts, as may be required for the previous five (5) years and be reasonably expected to continue to support such animals on a bona fide commercial basis. The selling of animals or their food or fiber products annually shall constitute raising animals on a commercial basis; and
 - ii. The land must be fenced, bounded by barriers or other acceptable method so as to contain the animals; and
 - iii. There shall be adequate corrals and facilities as appropriate for animal husbandry of specific breeds and/or grazing of livestock.

Table 2. Animal Unit Equivalency

ANIMAL	20-ANIMAL EQUIVALENCY*
ALPACAS	40
BISON, BUFFALO, BEEFALO	20
BOVINE (COW, COW WITH CALF, BULL, OXEN)	20
CHICKENS (HEN, ROOSTER)	200
DEER	40
DUCKS	200
EMUS	67
EQUINE (INCLUDING DONKEYS, BURROS, AND MULES)	
SMALL – UNDER 36 inches at the withers	67
MEDIUM – 36 TO 58 inches at the withers	40
LARGE - OVER 58 inches at the withers	20
GOATS	100
GEESE	125
GUINEA FOWL	40
HOGS/SWINE	40
LLAMAS	20
OSTRICHES, RHEAS	40
PEAFOWL	40
PHEASANTS	125
PIGEONS/SQUABS/QUAIL	200
PYGMY GOATS	80
RABBITS	400
SHEEP	100
TURKEYS	125

*Based on animal unit factors from Ventura County Non-Coastal Zoning Ordinance

B. Farmland Security Zone Area (FSZA/LCA) Contracts – Additional Requirements

Property owners may request to enter into a 20-year Farmland Security Zone Area (FSZA/LCA) Contract. (Government Code Section 51296 et seq.) Also, property owners already subject to a 10-year LCA Contract or OS/LCA Contract may request to rescind the existing contract and enter into a new FSZA/LCA Contract. FSZA/LCA Contracts self-renew each year like other Contracts. To qualify for a FSZA/LCA Contract, all of the requirements set forth in Section V.A above (i.e., land use designation, zoning, minimum

legal lot/contract size, land uses, agricultural utilization, and standards for agricultural operations) must be met.

In addition, the subject property must be designated by the Board as a FSZA. FSZAs shall meet all the following requirements (Government Code Sections 51296.1, 51296.8.):

1. The land must be within an AGP.
2. The land must be designated on the Important Farmland Series Map ("Map") as predominantly one of the following:
 - a. Prime Farmland,
 - b. Farmland of Statewide Significance,
 - c. Unique Farmland, or
 - d. Farmland of Local Importance.

(Note: the Important Farmland Series Map (also referred to as the Important Farmlands Inventory) generally evaluates farmland based on its productive capabilities and soil conditions. The first three designations were identified by the State Department of Conservation, in cooperation with the United States Department of Agriculture, Soil Conservation Service. "Farmland of Local Importance" was designated by local advisory committees comprised of members of the agricultural community, citizen groups, and concerned public agencies. The Map may be viewed on the County Geographic Information System.)

If the proposed FSZA is not designated on the Map, the land shall qualify if it is predominately prime agricultural land as defined in Government Code Section 51201 (c). (Government Code Section 51296.8.)

3. No land shall be included in an FSZA unless expressly requested by the owner.
4. Any land located within a city sphere of influence shall not be included in an FSZA, unless the creation of the FSZA has been approved by resolution by the city with jurisdiction within the sphere.
5. If more than one owner of contiguous properties requests the creation of an FSZA, the County shall place those properties in the same FSZA.
6. Upon termination of a FSZA/LCA contract, the FSZA shall simultaneously be terminated.

VI. OPEN SPACE (WILDLIFE HABITAT) CONTRACTS

The eligibility of land for Open Space (Wildlife Habitat) Land Conservation Act (OS/LCA) contracts shall be determined pursuant to the requirements of the Land Conservation Act; the Ventura County General Plan and Zoning Ordinance; these Guidelines; and the recommendations of the California Department of Fish and Game and the Planning Commission. The Board must approve an OS/LCA Contract.

To qualify for an OS/LCA Contract, all of the following criteria and requirements must be met.

A. Land Designation

The Subject Property must be designated Open Space or Agricultural in the General Plan. Additionally, it must be located within an AGP.

B. Wildlife Habitat Area Designation Requirements

To qualify for an OS/LCA Contract, the Subject Property must be designated by the Board as a Wildlife Habitat Area, which is defined as “an area of great importance for the protection or enhancement of the wildlife resources of the state.” (Government Code Section 51201 (j).) The criteria in the County *Initial Study Assessment Guidelines* for Significant Biological Resources shall be used to determine if the Subject Property qualifies. The Subject Property must either have, or be capable of being restored to have, significant biological resources which include, but are not limited to, the following:

1. Habitats of endangered, threatened or rare species;
2. Sensitive Plant Communities;
3. Waters and Wetlands;
4. Environmentally Sensitive Habitat Area (ESHA);
5. Wildlife Movement Corridor.

These are defined as:

Endangered:

- a. Listed on State or federal endangered species lists, or
- b. A species whose survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factor.

Threatened:

- a. Listed on State or federal threatened species lists, or
- b. Any species which is likely to become endangered in the foreseeable future throughout all or a significant portion of its range.

Rare:

- a. Listed on State or federal rare species lists, or
- b. Although not presently threatened with extinction, the species is existing in such small numbers throughout all or a significant portion of its range that it may become endangered if its environment worsens.

Sensitive Plant Communities:

Plant Communities that are: a) ranked through the Natural Heritage Program and the Natural Diversity Database as critically imperiled, imperiled, or vulnerable; b) oak woodlands; or c) a locally important plant community as defined in the Ventura County General Plan.

Waters and Wetlands:

Areas that meet the definition for waters, wetlands or streambeds used by the U.S Army Corps of Engineers, California Department of Fish & Game, or as defined in the Ventura County General Plan. Wetland habitats include plant communities that are associated with lands which are transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is periodically covered with shallow water. The frequency of occurrence of water is sufficient to support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands include marshes, bogs, sloughs, vernal pools, wet meadows, river and stream overflows, mudflats, ponds, springs and seeps.

Environmentally Sensitive Habitat Areas:

Areas in the Coastal Zone, including coastal waters, intertidal areas, estuaries, lakes, wetlands and sand dunes, which support plant or animal life or their habitats that are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or harmed by human activities and development.

Wildlife Movement Corridor:

A space, identifiable by the species using it, which facilitates the movement of animals and plants over time between two or more patches of otherwise disjunct habitat. Examples include riparian pathways along streams and creeks and remaining pathways of natural vegetation between developed areas that are frequented by wildlife moving between habitats.

The existence of Significant Biological Resources on the Subject Property may be established by (1) identification on a County Significant Biological Resources map, or (2) a survey performed by a qualified biological consultant. If the Contract Area is found by a qualified biological consultant to be an area where significant biological resources do not presently exist, but which is capable of being restored to have such resources, then the OS/LCA Contract shall include a Restoration Plan which will re-establish the significant biological resources within a reasonable time frame.

Before the Board may make the Wildlife Habitat Area designation, it shall first consider the recommendations of the Planning Commission and it shall consult with and consider the recommendations of the California Department of Fish and Game, who uses its own set of criteria.

C. Contract Area Size Standard

The Contract Area size requirement for OS/LCA Contracts is different than for LCA Contracts, since there is no need for an area large enough to be an economically feasible commercial agricultural operation. The viability of wildlife habitats is affected by the nature of the habitat—in some circumstances, very small areas can provide valuable habitat—and by the presence of adjacent open space areas whether or not that land is under the same ownership. Therefore, unlike LCA Contracts where the Contract Area is coterminous with parcel boundaries, the Contract Area of an OS/LCA contract may be a portion of one parcel. For these reasons, the minimum Contract Area for OS/LCA Contracts shall be determined on a case-by-case basis.

Factors to be considered in determining the appropriate Contract Area include:

1. High value of wildlife habitat. Features including, but not limited to, vernal pools, wildlife corridors, streams, sensitive plant communities, and habitats of rare and endangered species may be small in area but have high value as wildlife habitat. A small Contract Area may be permitted if the subject property includes high value wildlife habitat features.
2. Proximity to other wildlife habitat. A small area may be permitted if the Subject Property is adjacent to other open space land which is:
 - a. privately-owned and restricted to maintaining its use as a wildlife habitat or which is subject to other enforceable restrictions such as open space easements; or
 - b. publicly-owned open space.

D. Compatible Uses

Under the State Land Conservation Act (LCA) statutes, compatible uses are defined primarily by their compatibility with agriculture. However, the County may provide for restrictions, terms, and conditions that are more restrictive than or in addition to those required by the LCA statutes. (Government Code Section 51240.) These Guidelines establish more restrictive standards for compatible uses of property subject to OS/LCA Contracts to ensure that the Contract Area is compatible with wildlife habitat and protected from incompatible agriculture uses.

It is not possible to list the entire range of permitted compatible uses, or the prohibited incompatible uses, given the wide variety of potential Wildlife Habitat Areas. In some cases, healthy habitats may be maintained while allowing passive recreational human activities such as hiking. In other cases, preservation of sensitive species may require minimal human activity. The standards below provide guidelines for determining what uses shall be allowed, on a case-by-case basis. The OS/LCA Contract for each individual property shall specify in greater detail the permitted and prohibited uses.

1. Primary Use. The primary use of the Contract Area shall be the preservation of natural habitats and systems such as wetlands, native grass lands, native woodlands, individual species, and wildlife corridors. The property owner shall use appropriate management practices that enhance the natural attributes of the land.

2. Compatible Uses. Compatible uses are those which improve wildlife habitat and support conservation of identified endangered, threatened, rare, or locally important species and other biological resources. Permitted compatible activities may include (a) removal of existing structures and non-native species; (b) restoration of the land to its natural state; (c) re-introduction of native species; (d) passive recreational uses such as hiking trails, trailheads, and parking areas; and (e) structures such as information kiosks/signboards.
3. Prohibited Uses. Agricultural uses, introduction of non-native species, and construction of habitable structures or water-conveyance infrastructure are examples of activities that should not be permitted in Wildlife Habitat Areas. Motorized vehicles and equipment are prohibited except when approved for use in conjunction with restoration work and/or conservation-related land management. If existing uses or structures on the property do not meet the above compatible use standards, the OS/LCA Contract may include a timetable for removal of these uses or structures.

In all cases, the needs of the specific type of wildlife habitat present within the Contract Area shall determine the permitted compatible uses. An OS/LCA Contract may also require that permitted compatible uses be restricted to specified areas within the contract boundaries.

VII. APPLICATION PROCEDURES

In order to enter into a Contract, applicants must follow the following procedures.

A. Application Requirements

1. Application Form

There are two Contract application forms: one for LCA and FSZA/LCA Contracts and one for OS/LCA Contracts. Applicants must submit the appropriate completed application form and other required information prior to the deadlines set forth in Section VII.B-1 below.

2. Agricultural Preserve/Farmland Security Zone Area

Prior to entering into a 10- year LCA contract or OS/LCA Contract, the Subject Property must be within an AGP. If the applicant, in consultation with County Planning Division staff, determines that the property is not within an existing AGP, the application shall include a request to establish or expand an AGP to include the property.

Prior to entering into a 20-year FSZA/LCA contract, the Subject Property must be within an AGP and a Farmland Security Zone Area (FSZA). If the applicant, in consultation with Planning staff, determines that the property is not within an existing AGP or FSZA, the application shall include a request to establish or expand an AGP or FSZA to include the property.

3. Ownership Report

A preliminary title report prepared by a Title Company shall be filed with an application for a Contract. The report submitted must have been issued no earlier than sixty (60) days prior to the application submittal date. If any changes in the ownership of the property occur between the date of the Ownership Report and the Planning Commission hearing, or Board of Supervisors hearing, the applicant shall notify the Planning Director in writing of such changes, and must provide an updated title report.

4. Signature of Owners

All persons, corporations, associations, partnerships, or other entities (except public utilities and public entities) having any right, or title or interest of any kind (except easement interest) in or affecting the surface use (extending to two hundred (200) feet below the surface) of the property proposed for a Contract, are required to sign the application as owners.

B. Processing Applications

1. Filing Deadline

Applications to establish, disestablish, alter or expand the boundary of an AGP or a FSZA, and for new Contracts must be filed with the Planning Division by the first Friday in June. The application must include the required fee deposit in accordance with the most recently adopted Fee Schedule, together with a completed Fee Reimbursement Agreement. All required information must be received, and all Contract Area boundaries finalized, by the first Friday in July (or the following Monday if it falls on a holiday) to allow sufficient time to review and process the Contracts prior to the end of the year. Applications/information received after these deadlines may be returned to the applicant, and the unused balance of the fee deposit refunded. These deadlines may be extended by the Planning Director on written request by the applicant showing that circumstances beyond the applicant's control prevented submittal of the required application materials by the above deadlines.

2. Review and Approval Process

- a. Agricultural Policy Advisory Committee. All applications for agricultural LCA and FSZA/LCA_Contracts and associated AGP or FSZA boundary changes shall be reviewed by the Agricultural Policy Advisory Committee (APAC) prior to the Board of Supervisors hearing. Applications for OS/LCA Contracts are not reviewed by APAC. However, when an agricultural LCA or FSZA/LCA Contract is associated with a companion OS/LCA Contract (such as contracts involving a rescission/reentry), the APAC shall review the LCA or FSZA/LCA Contract component prior to the Planning Commission hearing on the OS/LCA Contract.

- b. California Department of Fish and Game. Applications for OS/LCA Contracts shall be reviewed by the California Department of Fish and Game (DFG), to assess the Subject Property's suitability as a wildlife habitat area. The recommendation of the DFG shall be included in the staff report to the Planning Commission and the Board of Supervisors. Applications for agricultural LCA and FSZA/LCA Contracts are not reviewed by the DFG.
- c. Planning Commission. The Planning Commission shall hold a public hearing on and review all OS/LCA Contracts. Agricultural LCA or FSZA/LCA contracts are not subject to review by the Planning Commission unless they are associated with a companion OS/LCA Contract (such as contracts involving a rescission/reentry). After the hearing, the Planning Commission shall make a recommendation to the Board of Supervisors to approve, partially approve, or deny each individual Contract and associated AGP or FSZA boundary changes.
- d. Board of Supervisors. The Board of Supervisors shall hold a public hearing on the Contracts, and make a final decision to approve, partially approve, or deny each individual Contract, associated AGP or FSZA boundary changes and, if applicable, the designation of a wildlife habitat area.
- e. Public Notice. The legal notice requirements for entitlements shall apply to both the Planning Commission and Board of Supervisor hearings for the processing of Contracts. If the applications include a proposal to establish, disestablish, alter or expand the boundary of an AGP or FSZA, at least two weeks notice of the hearing shall be given to the Local Agency Formation Commission (LAFCO) and to every city in the County within one mile of the exterior boundaries of the Preserve. (Government Code Section 51233.)

3. Completion of Contracts

- a. Signature of Owners. All persons, corporations, associations, partnerships, or other entities (except public utilities and public entities) having any right, or title or interest of any kind (except easement interest) in or affecting the surface use (extending to two hundred (200) feet below the surface) of the contract property are required to sign the Contract as owners.
- b. Recordation of Contracts. After the owners and the County have signed the Contracts, the case planner shall cause them, as well as any resolution(s) for associated AGP or FSZA boundary changes, to be recorded in the Office of the County Recorder.
- c. Submission of Information on Contracted Property. Upon the request of the County, each owner shall provide information relating to owner's obligations under the Contract, including but not limited to a description of existing and planned land uses, structures or agricultural utilization on the contracted property.

- d. Submission of Completed Agricultural Preserve Questionnaire. In addition to complying with the information request described in (c) above, each owner shall complete an annual Agricultural Preserve Questionnaire and submit it to the County Assessor by the required deadline. The owner shall also provide any additional information requested by the County related to the assessment of the property.

VIII. RESCISSION/REENTRY, NONRENEWAL AND CANCELLATION REQUESTS

A. Rescission/Reentry

1. Applicability

From time to time, situations will arise in which a landowner wishes to add non-contracted land to an existing Contract(s), transfer contracted land from one type of Contract to another, or subdivide property that is under an existing Contract(s). This is accomplished by rescinding the existing Contract(s) and simultaneously reentering into a new Contract(s) pursuant to Government Code Section 51254, referred to colloquially as “rescission/reentry.” For example, a rescission/reentry may be used to transfer land from an agricultural LCA Contract to an open space OS/LCA Contract. Where property under an existing Contract(s) is subdivided into new lots, the Contract(s) must be rescinded and new Contracts must be entered into and the boundaries of the new Contract(s) coincide with the boundaries of the subdivided lots. Another instance where a rescission/reentry would be used is where property(ies) under an existing Contract is subdivided, adjusted, or merged, even if the outer boundary of the existing Contract remains unchanged. This ensures that the boundaries of the new Contract(s) coincide with the boundaries of the new lot(s). New Contract boundaries, and all rescission/reentries must be in compliance with the current Government Code provisions and these Guidelines, and shall not be for less aggregate acreage than originally contracted.

2. Lot Line Adjustments

Government Code Section 51257 authorizes through January 1, 2013, unless extended, rescission/reentry as an appropriate method to facilitate a parcel map waiver/lot line adjustment (PMW/LLA), pursuant to Government Code Section 66412, involving contracted land. Such PMW/LLA requests often involve the exchange of contracted land for previously non-contracted land, or an exchange of land between Contracts. In a typical case, the County and landowners mutually agree to rescind a LCA or FSZA/LCA Contract(s), and simultaneously reenter into a new Contract(s) to coincide with, or be contained within, the new legal lot boundaries.

To approve a rescission/reentry and prior to recording a PMW/LLA, and pursuant to Government Code Section 51257 and these Guidelines, the Board of Supervisors must make **all** of the following findings:

- a. The new Contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for LCA Contracts, at least twenty (20) years for FSZA/LCA Contracts, or either period for OS/LCA Contracts.
- b. There is no net decrease in the amount of the aggregate acreage (total Contract acreage combined between the parcels involved in the lot line adjustment) subject to the existing and proposed Contract(s).
- c. At least ninety percent (90%) of the originally contracted land is included within a new Contract(s).
- d. The resulting legal lot area subject to Contract is large enough to sustain qualifying agricultural uses.
- e. The lot line adjustment would not compromise the long-term agricultural production of land within the proposed legal lots or other agricultural lands subject to Contract(s).
- f. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural uses.
- g. The lot line adjustment does not result in a greater number of developable legal lots than existed prior to the adjustment or an adjusted lot that is inconsistent with the County General Plan.

Rescission/reentries to accommodate PMW/LLAs on contracted land are subject to Board approval and action. (Government Code Section 51257.)

3. Filing Deadline

Applications for rescission/reentries must be filed with the Planning Division in accordance with Section VII.B-1 of these Guidelines.

B. Nonrenewal

Because Contracts automatically renew each year, if either the landowner or the County desires to not renew the Contract, that party must serve on the other party a written "Notice of Nonrenewal." An application for a Notice of Nonrenewal, including all required materials and processing fees, must also be filed with the Planning Division. The signature requirements described in Section VII.B above apply to a Notice of Nonrenewal. If the County serves the notice, the landowner may protest. (Government Code Section 51245.)

Once a Notice of Nonrenewal is recorded, the Contract shall remain in effect for the balance of the period remaining since its previous renewal (9 years - LCA Contract; 19 years - FSZA/LCA Contract; or 9 or 19 - depending on type of OS/LCA Contract). (Government Code Section 51246.)

Either the entire Contract or a portion of the Contract may be nonrenewed.

1. Notice of Nonrenewal of Entire Contract (ENNR)

An application for an ENNR must be submitted by October 1 (or the following Monday, if October 1 falls on a weekend) to become effective on the Contract renewal date, January 1. (Government Code Section 51245.) Because no property would remain under Contract, an ENNR does not require APAC or Planning Commission review, nor does it have to be approved by the Board.

2. Notice of Nonrenewal of Portion of Contract (PNNR)

An application for a PNNR must be submitted by the first Friday in June, in accordance with the application requirements described in Section VII of these Guidelines. Because a portion of the property will remain under Contract, the size and agricultural utilization of that remaining portion must be found to be consistent with state law and these Guidelines before the Board approves the PNNR. Accordingly, a PNNR is subject to the same public review process as a new Contract (see Section VII.B above).

C. Cancellation

A landowner who wishes to terminate a Contract without waiting for the nonrenewal period to expire may petition the Board to cancel (terminate) the Contract pursuant to Government Code Section 51280 et seq. Either the entire Contract may be cancelled, or just a portion of the Contract. Cancellation requests are often filed in conjunction with applications for land use entitlements, and can be submitted at any time. Cancellation of a Contract is difficult. The procedures and requirements for cancellation are briefly summarized below.

The petition for cancellation of a Contract must include a proposal for a specified alternative use and the required fee deposit. The Board reviews the petition to determine whether it can make one of the following findings necessary to tentatively approve a cancellation: (1) that the cancellation is consistent with the purposes of the Land Conservation Act, or (2) that cancellation is in the public interest. Government Code Section 51282 elaborates further on specific determinations that must be made to make either of these two overall findings. If cancellation of a portion of a Contract is requested, the Board must determine that the portion of the property that would remain under Contract complies with the Government Code and these Guidelines.

Upon tentative approval by the Board, a Certificate of Tentative Cancellation (CTC) is executed and recorded. The CTC shall state the conditions that must be satisfied before the Contract may be cancelled. Once the conditions are met, the landowner must notify the Board. Within thirty days of the notice and upon determination that the conditions stated in the CTC are satisfied, the Board shall execute and cause a Certificate of Cancellation (CC) to be recorded. The CC is then sent to the State Department of Conservation. (Government Code Section 51283.4.) If the Board determines the landowner did not satisfy the conditions, it shall execute and cause a Certificate of Withdrawal of Tentative Approval to be recorded. In addition to these provisions, the requirements of Government Code Section 51297 apply to cancellation of a FSZA/LCA Contract.

Cancellation of a Contract also requires the property owner to pay a “cancellation fee.” (Government Code Sections 51283 and 51297.) The required cancellation fee for a 10 year LCA Contract is 12½ percent of the current fair market value of the property, determined as if the property were free of the Contract restriction. The cancellation fee for a 20-year FSZA/LCA Contract is 25 percent of the current fair market value of the property.

IX. SPECIAL AREA CONTRACTS

These Guidelines require that land proposed for new LCA Contracts and FSZA/LCA Contracts meet certain eligibility criteria (see Section V.A). However, under certain specified circumstances, agricultural contracts which do not comply with the requirements set forth in Section V.A-3 and V.A-5 (i.e., minimum legal lot size and Contract Area, contract boundaries, or agricultural utilization requirements) may nonetheless be consistent with the purpose of the Land Conservation Act and these Guidelines. For these limited situations, the Board of Supervisors may approve a Special Area Contract if it meets **all** of the following eligibility criteria:

1. The proposed Contract Area must be used for crop production (land used for animal husbandry/grazing is not eligible for a Special Area Contract);
2. The proposed Contract Area must be located adjacent to parcels primarily in crop production on a minimum of two sides. Land isolated from existing agricultural production is not eligible for a Special Area Contract. Although not required, a Special Area Contract will be more favorably considered if it is located either adjacent to or in proximity to existing LCA Contracts or FSZA/LCA Contracts, or if it establishes a buffer between existing urban uses and land in agricultural production;
3. The proposed Contract Area is no less than 80 percent of the size of the legal lot;
4. The agricultural utilization is a minimum 85 percent of the proposed Contract Area (e.g., if the Contract Area is 8 acres, the agricultural utilization must be at least 6.8 acres);
5. The proposed contract furthers the primary goal of the Land Conservation Act and these Guidelines—to preserve commercially viable agricultural land.

Situations where a Special Area Contract may be appropriate include, but are not limited to, the following:

- The agricultural utilization requirements in Section V.A-5 could not be met because the agricultural use of the parcel consists of discrete pocket(s) surrounded by non-agricultural uses or separated by topographical features;
- The agricultural utilization requirements in Section V.A-5 could not be met because portions of the parcel include area(s) that cannot be utilized for crop production, such as a steep hillside or barranca running through the property;
- The proposed Contract Area seeks to exclude the portion of the parcel with General Plan land use designations other than “Open Space” or “Agricultural” or zoning other than AE-40 ac or CA.

APPENDIX “A”

BACKGROUND

The California Land Conservation Act, also known as the Williamson Act (Government Code Section 51200 et seq.), was adopted by the State Legislature in 1965. The State continues to amend, revise, and add sections to the Government Code and Revenue and Taxation Code that directly affect the Ventura County Land Conservation Act program.

In 1969, the County Board of Supervisors adopted “Guidelines for Implementation of the Land Conservation Act of 1965/the Williamson Act” (the LCA Guidelines). These Guidelines and subsequent revisions established criteria for eligibility for Agricultural Preserves (AGPs) and LCA Contracts in the unincorporated areas of the county. AGPs were established or expanded in conjunction with the approval of new LCA Contracts, and assigned specific numbers based on county census tract numbers.

In 1984, the Board adopted revised Guidelines and a resolution creating an AGP that encompassed all areas designated “Agricultural” by the County General Plan. The Board recognized that the system of establishing AGPs concurrently with LCA Contracts prevented some growers with land designated “Agricultural” from entering into a Contract only because their land was not adjacent to an existing AGP and was not large enough to qualify for a new AGP. Establishment of an AGP containing all land designated “Agricultural” eliminated this inequity, as well as the need to create new or expand existing AGPs with each new LCA Contract request. As a result, any commercial agricultural operation designated “Agricultural” is potentially eligible for a LCA Contract. The Board still must establish or expand existing numbered AGPs in conjunction with approval of individual LCA Contracts for property designated “Open Space” by the County General Plan.

Some of the areas designated “Agricultural” are not located within previously established numbered preserves and have not been assigned individual numbers. The unnumbered areas designated “Agricultural” are referred to by the County Planning Division as the “de facto” AGPs for purpose of identification.

In 1998, the State legislature adopted Government Code Section 51296 to allow 20-year Farmland Security Zone Area/Land Conservation Act (FSZA/LCA) Contracts to expand options available to landowners for the preservation of agricultural land. The Government Code authorizes landowners to petition the Board to enter into new FSZA/LCA Contracts or rescind existing ten-year LCA Contracts and simultaneously re-enter into FSZA/LCA Contracts. Additional land use and annexation restrictions and potential increased property tax reductions make FSZA/LCA Contracts a more powerful tool than LCA Contracts for long term protection of farmlands in the county.

In 2005, the State legislature adopted Assembly Bill 365, which clarified that for the purpose of the Land Conservation Act and Contracts established under the Act, as well as the State Food and Agricultural Code, “agricultural use” includes plants and floricultural crops produced by nurseries, whether in open fields or in greenhouses.