



# COUNTY of VENTURA

## Agriculture/Weights & Measures

Agricultural Commissioner

Korinne Bell

County Sealer

John Beall

Chief Deputy

Greta Varin

### Instructions for Filing an Application for a Landowner-Initiated Non-Renewal of an Entire Land Conservation Act (LCA) Contract

#### Purpose

These instructions are intended to assist applicants in preparing the necessary materials to non-renew an entire Land Conservation Act (LCA) contract. Below is the Declaration of Notice of Non-renewal for an Entire Land Conservation Act contract (collectively, "ENR").

#### Filing Deadline

Completed ENRs may be filed at any time. However, completed forms and documents must be filed by October 1st (or the following business day) pursuant to California State Government Code Section 51245, in order to be effective, the following calendar year. The LCA Contract expires at the end of the remaining contract term, which depending on the provisions of the specific contract is either 9 or 19 years. No public hearing is required for the filing of an ENR.

#### Recordation

If a complete and correct ENR application is filed by the October 1st deadline, the Department of Agriculture/Weights & Measures (AWM) will process the application and assist the applicant in recording the ENR with the County Recorder's Office no later than December 31st of the same calendar year. The applicant is responsible for all applicable recording fees.

ENRs cannot be rescinded once they are recorded. However, property owners of qualifying commercial agricultural lands may apply for a rescission of the non-renewed LCA Contract and simultaneous re-entry into a new LCA Contract.

#### Tax Assessment

There are no fines, assessment fees, or collection of back taxes as a result of non-renewals. However, property taxes will increase during the remaining term of the contract following non-renewal. Upon contract expiration, property taxes will reach the non-LCA value of the property. The AWM recommends that the applicant contact the Ventura County Assessor's Office to determine the effect of contract non-renewal on property taxes prior to filing an ENR.

#### Filing Requirements:

*All of the following documents must be submitted at the time of filing:*

##### 1. Notarized Declaration of Notice of Non-Renewal:

Each contract being non-renewed requires its own Declaration, signed by all current owners as they appear in the Preliminary Title Report and Property Deed. You may attach additional signature sheets, if needed. Each signature must be notarized using a current all-purpose acknowledgement form that is acceptable to the Recorder's office. Signatures must correspond to the ownership type of the



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property (e.g., individual, corporation, trust, or partnership). Please provide three (3) original sets of notarized signatures.

**2. Current Assessor's Parcel Map(s):**

Assessor's Parcel Maps are available online. Indicate the parcel/contract boundary by outlining it in red ink.

**3. Current Preliminary:**

Title Report The title report must be issued by a title company no more than 60 days prior to submittal of the ENR.

**4. Copy of the Property Deed:**

**5. Notarized Consent of Trust Deed Beneficiary:**

This form is only required if a trust deed exists on the property.

**6. Legal Description of the Property being non-renewed:**

If the boundary of the proposed area of non-renewal does not correspond with an existing legal description of the land, then a surveyed map with exact non-renewal boundaries and a certified legal description are required.

**7. Signed Reimbursement Agreement:**

**8. Deposit/Filing Fees:**

The deposit amount is dependent on current fee schedule, available online. Should final processing fees exceed this deposit, the applicant will be billed for the balance of the final cost of processing, which is computed upon actual time expended by all County staff. However, if the final cost for all County staff involved with processing the ENR is less than deposit fees submitted for the ENR, the remaining balance will be refunded to the property owner, as indicated on the signed Reimbursement Agreement.





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## Land Conservation Act (LCA) Contract Reimbursement Agreement

I, \_\_\_\_\_, the undersigned, hereby authorize the County of Ventura to process the above referenced Land Conservation Act (LCA) contract application in accordance with the County of Ventura LCA Guidelines. I am depositing \$ \_\_\_\_\_ to pay for County staff review, coordination and processing costs related to my LCA contract application based on actual staff time expended. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates, which I understand are in the most current fee schedules of each county agency. I also understand that these costs apply even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Staff time from some County of Ventura departments and agencies spent processing my application will be billed against the available deposit. ***“Staff time” includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant’s representatives, neighbors, interested parties, attendance and participation at meetings and public hearings, and preparation of staff reports and other correspondence.***

A \$1,000 reserve amount from the original deposit will be maintained by the County for future charges. The available deposit is the original deposit less the \$1,000 reserve and net of any charges and additional deposits made. The County of Ventura will bill against the available deposit as described above.

2. **If processing costs exceed the available deposit, I will receive periodic invoices payable upon receipt.**

*Please initial to show you have read and understand condition 2.* \_\_\_\_\_

3. If the final cost is less than the available deposit fee, the unused portion of the available deposit, including retention, will be refunded to me.
4. If the final cost is more than the available deposit fee, **I agree to pay the difference according to the terms set by the County.**
5. If an Initial Study Biological Assessment (ISBA) report or similar assessment is submitted as part of my application, the County of Ventura may need to refer such report to a County-contracted biological consultant for review. Should this review occur, I will pay a separate fee for the cost of the consultant review. This fee may vary depending on the size of development footprint and the complexity of the biological resources on the property. Selection of the biological consultant for this work shall be at the sole discretion of the Agricultural Commissioner. This fee is not related to the above deposit fee and shall be



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paid within 10 days of written notice that the County has been billed by the biological consultant.

6. I agree to pay the County of Ventura the cost of placing a legal advertisement (if one is required) in a newspaper of general circulation as required by state law and local ordinance.
7. Upon contract approval, if any, I agree to pay the established County Clerk Recorder filing fees.
8. I may, in writing, request a further breakdown or itemization of invoices, but such a request is independent of the payment obligation and time frames.

### Property Owner/Applicant:

(E.g. Individual Name, Corporation, LLC, Trust, Partnership, as shown on title)

Mailing Address

Telephone Number

Email Address

By: \_\_\_\_\_  
Name Title

: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Name Title

: \_\_\_\_\_  
Signature Date

**\*ATTENTION** — The property owner(s) (or corporate principal) will be held responsible for all charges. All owners must certify this statement. Attach additional signature pages if necessary.

STAFF USE ONLY		
Project No:	Receipt No:	Date:
Staff:	Signed:	

**CONSENT BY TRUST DEED BENEFICIARY(IES) TO ENTER INTO A LAND CONSERVATION ACT  
(LCA) OR FARMLAND SECURITY ZONE LCA (FSZA/LCA) CONTRACT BY  
LANDOWNER(S)/TRUSTOR(S)**

As beneficiary(ies) of that certain Trust Deed dated \_\_\_\_\_, which was recorded on \_\_\_\_\_, as Document No. \_\_\_\_\_ of the Official Records at the Ventura County Recorder's Office, consent is hereby given to \_\_\_\_\_, \_\_\_\_\_ Trustor(s) to execute a Land Conservation Act (LCA) Contract(s) and/or a Farmland Security Zone Area LCA (FSZA/LCA) Contract(s) between Trustors and County of Ventura for the land subject to the said Deed of Trust(s).

Trust Deed Beneficiary (Print)	Signature	Title	Date
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Trust Deed Beneficiary (Print)	Signature	Title	Date
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Trust Deed Beneficiary (Print)	Signature	Title	Date
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Trust Deed Beneficiary (Print)	Signature	Title	Date
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Contract No. \_\_\_\_\_

*Only Original Signature(s) of Trust Deed Beneficiary(ies) shall appear on this document. All signatures must be notarized.*