

## West Sacramento Municipal Code

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**Chapter 8.28 AGRICULTURE, RIGHT TO FARM**

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**8.28.010 Definitions.**

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As used in this chapter the following words and terms shall have the following meanings:

“Agricultural land” means those land areas of the city specifically classed and zoned as Agricultural General (A-1) as defined in the city zoning ordinance and those land areas currently in agricultural operation at the time of the adoption of the ordinance codified in this chapter.

“Agricultural operation” means and includes, but is not limited to, the cultivation and tillage of the soil; the production, irrigation, frost protection, cultivation, growing, harvesting and processing of any commercial agricultural commodity, including farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, animal and poultry husbandry, and timber; the raising of livestock, fur-bearing animals, fish or poultry, and any practices performed by a farmer and on a farm incidental to or in conjunction with such operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market, and all activities or facilities related thereto. (Ord. 92-5 § 2 (part))

**8.28.020 Properly operated farm not a nuisance.**

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A. No agricultural operation, or appurtenances thereof, conducted or maintained on agricultural lands for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition to a nonagricultural use in or about the locality, after the same has been in operation and if it was not a nuisance at the time it began.

B. Subsection A shall not apply if the agricultural operation, or appurtenance thereof obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal or basin, or any public park, square, street or highway.

C. This section shall not invalidate any provision contained in the [Health and Safety Code](#), city weed abatement ordinance, [Fish and Game Code](#), [Food and Agricultural Code](#), or Division 7 (commencing with Section 13000) of the [Water Code](#) if the agricultural operation, or appurtenance thereof, constitute a nuisance, public or private, as specifically defined or described in any such provision.

D. Notwithstanding any provision of this section, no action, alleging that an agricultural operation in the city has interfered with private property within the city or personal wellbeing, shall be maintained unless the plaintiff has sought and obtained a decision of the city’s hearing officer as provided in Section [8.28.050](#) of this chapter, or a decision has been sought but no decision is rendered within the time limits provided in said section. This subsection shall not prevent a public agency from enforcing the provisions of other applicable laws without first resorting to the grievance procedure. (Ord. 03-21 § 1 (part); Ord. 92-5 § 2 (part))

**8.28.030 Notice to purchasers of property near agricultural operations.**

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A. Upon any subdivision or later transfer of real property adjacent to or within one thousand feet of the exterior boundary of agricultural land by map, sale, exchange, installment land sale contract, lease with an option to purchase, any other option to purchase, ground lease coupled with improvements, or residential stock cooperative, the party requesting recording of a subdivision map and any transferor shall require that a statement

of the form described in subsection B be recorded with the map or be signed by the purchaser or lessee and recorded with the county recorder in conjunction with the deed or lease conveying the interest in real property.

B. The disclosure required by subsection A shall be made in a form substantially similar to the following:

**Real Estate Transfer  
Disclosure Statement**

This disclosure statement concerns the real property located in the City of West Sacramento, State of California, described as \_\_\_\_\_. This statement is a disclosure of the condition of the above described property in compliance with Section 8.28.030 of the West Sacramento Municipal Code. It is not a warranty of any kind by the seller(s) or any agent(s) representing any principal(s) in this transaction, and is not a substitute for any inspection or warranties the principal(s) may wish to obtain.

I. Seller's Information

The seller discloses the following information with the knowledge that even though it is not a warranty, prospective buyers may rely upon this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the seller as required by the City of West Sacramento and are not the representations of the agent(s), if any. This information is a disclosure and is not intended to be part of any contract between the buyer and seller.

The City of West Sacramento supports operation of properly conducted agricultural operations within the City. If your property is adjacent to or near property used for agricultural operations, or on agricultural lands, you may be subject to inconveniences or discomforts arising from such operations, including but not limited to noise, odors, fumes, smoke, dust, the operation of machinery of any kind during any 24-hour period (including aircraft), the storage and disposal of manure, and the ground or aerial application of fertilizers, soil amendments, herbicides and pesticides. The City has determined that the use of real property for agricultural operations shall be protected in accordance with the General Plan and will not consider to be a nuisance those inconveniences or discomforts arising from such agricultural operations, if such operations are consistent with accepted customs and standards. The City has established a grievance process to assist in the resolution of any disputes which might arise between residents and farmers in the City regarding agricultural operations.

Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date by the Seller.

Seller \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

II. Buyer(S) And Seller(S) May Wish To Obtain Professional Advice And/Or Inspections Of The Property

I/we acknowledge receipt of a copy of this statement.

Seller \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Agent (Broker Representing Seller):

\_\_\_\_\_

By \_\_\_\_\_

(Broker) (Signature)

Date \_\_\_\_\_

Agent (Broker Obtaining Offer):

\_\_\_\_\_

By \_\_\_\_\_

(Broker) (Signature)

Date \_\_\_\_\_

A real estate broker is qualified to advise on real estate. If you desire legal advice, consult your attorney.

(Ord. 92-5 2 (part))

#### **8.28.040 Refusal to sign disclosure statement.**

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If a buyer refuses to sign the disclosure statement set forth in Section [8.28.030](#), the transferor may comply with the requirements of this chapter by delivery of the statement to the buyer as provided in Section [8.28.030](#) and affixing and signing the following declaration to the statement prior to recording it:

#### **Real Estate Transfer Declaration—Refusal To Sign**

I, \_\_\_\_\_ (transferor's name), have delivered a copy of the foregoing disclosure statement as required by law to \_\_\_\_\_ (buyer's name), who has refused to sign.

I declare the foregoing to be true.

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

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

Print Name: \_\_\_\_\_

(Ord. 92-5 2 (part))

#### **8.28.050 Resolution of disputes.**

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A. Should any controversy arise regarding any inconvenience or discomfort occasioned by agricultural operations which cannot be settled by direct negotiation of the parties involved, the parties shall submit the controversy to the city's hearing officer as set forth in subsection B in an attempt to resolve the matter prior to the filing of any court action.

B. Any controversy between the parties shall be submitted in writing to the city's hearing officer within thirty days of the date of the occurrence of the particular activity giving rise to the controversy or of the date a party became aware of the occurrence. The written grievance shall state in detail the basis for such grievance and identify the properties and owner(s) involved. The party filing the written grievance shall provide a copy of the grievance to all other parties by certified mail, within five working days of the date the grievance is filed. The effectiveness of the city's hearing officer as a forum for resolution of disputes is dependent upon full discussion and complete presentation of all pertinent facts concerning the dispute in order to eliminate any misunderstandings. The parties are encouraged to cooperate in the exchange of pertinent information concerning the controversy.

C. Upon receipt of a written grievance, the city's hearing officer shall investigate the facts of the controversy but must, within thirty days, hold a meeting to consider the merits of the matter and within twenty days after the meeting, render a written decision to the parties. At the time of the meeting both parties shall have an opportunity to present what each considers to be pertinent facts. No party bringing a complaint to the city's hearing officer for settlement or resolution may be represented by counsel unless the opposing party is also represented by counsel.

D. A decision of the city's hearing officer pursuant to this section shall be advisory only, nonbinding, but final in all other respects notwithstanding any other provision of this code. Service of the decision shall be made in the same manner as provided in Section [8.04.240](#) of this title.

E. Any reasonable costs associated with the functioning of the city's hearing officer process shall be borne by the participants. The city council may, by resolution, prescribe fees to recover these costs.

F. Except as provided herein, the city's hearing officer shall be appointed, function, and otherwise operate as provided in Sections [8.04.100](#), [8.04.150](#), [8.04.170](#), [8.04.180](#), [8.04.190](#), [8.04.210](#), and [8.04.220](#) (Sections [8.04.110](#), [8.04.120](#), [8.04.130](#), [8.04.140](#), [8.04.160](#), [8.04.200](#), [8.04.230](#), [8.04.240](#), [8.04.250](#) and [8.04.260](#) intentionally omitted) of this title and shall be given additional jurisdiction over the matters set forth in this chapter. (Ord. 92-5 2 (part))

#### **[8.28.060 Wilful damage to agricultural property.](#)**

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Any person found by a criminal or civil court to have wilfully or deliberately caused damage or injury to agricultural property, including, but not limited to, vandalism to or theft of farm machinery, irrigation equipment, fences and buildings, death, injury or illness to livestock, may be held liable to the owner of such property for an award of three times the actual monetary damage suffered by the owner of such agricultural property. (Ord. 92-5 2 (part))