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BOARD OF SUPERVISORS MEETING

October 10, 2017

FILE NUMBER:	RZ#2017-003 & AA#2017-002
PROPERTY OWNER:	Nobmann Dixie Valley, LLC
TYPE OF APPLICATION:	Rezone and Williamson Act Contract

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County of Lassen
Department of Planning and Building Services

• Planning • Building Permits • Code Enforcement • Surveyor • Surface Mining

September 29, 2017

Maurice L. Anderson, Director
707 Nevada Street, Suite 5
Susanville, CA 96130-3912
Phone: 530 251-8269
Fax: 530 251-8373
email: landuse@co.lassen.ca.us
website: www.co.lassen.ca.us

TO: Board of Supervisors
Agenda Date: October 10, 2017

Zoning & Building
Inspection Requests
Phone: 530 257-5263

FROM: Maurice L. Anderson, Director

SUBJECT: Public Hearing: Rezone lands within Lassen County owned by Nobmann Dixie Valley Ranch, LLC into an Agricultural Preserve Combining District (A-P) and allow these lands to be entered into a new Land Conservation (Williamson Act) contract. If approved, the rezone and contract will affect thirty seven assessor's parcels and approximately 10,393.67 acres of contiguous, partially irrigated land (about 500 irrigated acres). The project is exempt from CEQA under Section 15317 (class 7) of the Guidelines (File RZ#2017-003 and AA#2017-002).

ACTION REQUESTED:

1. Receive the Planning Commission's recommendation on rezoning; and
2. Conduct a public hearing pursuant to County Code Section 18.124.050 (Procedures for Precise Zoning and Amendments); and
3. Introduce (and waive reading) and adopt an Ordinance implementing the rezone of the 10,393.67 acres of property from U-C-2 (Upland Conservation/Resource Management District) to E-A-A-P (Exclusive Agriculture, Agricultural Preserve Combining District), and
4. Receive and consider the Land Conservation Committee recommendation on the establishment of an agricultural preserve; and
5. Adopt resolution establishing an agricultural preserve and authorize the execution of a Williamson Act Contract; or
6. Alternatively, the Board could determine that the lands are not suitable for the purpose of establishing a Williamson Act Contract and deny the applications;

DISCUSSION:

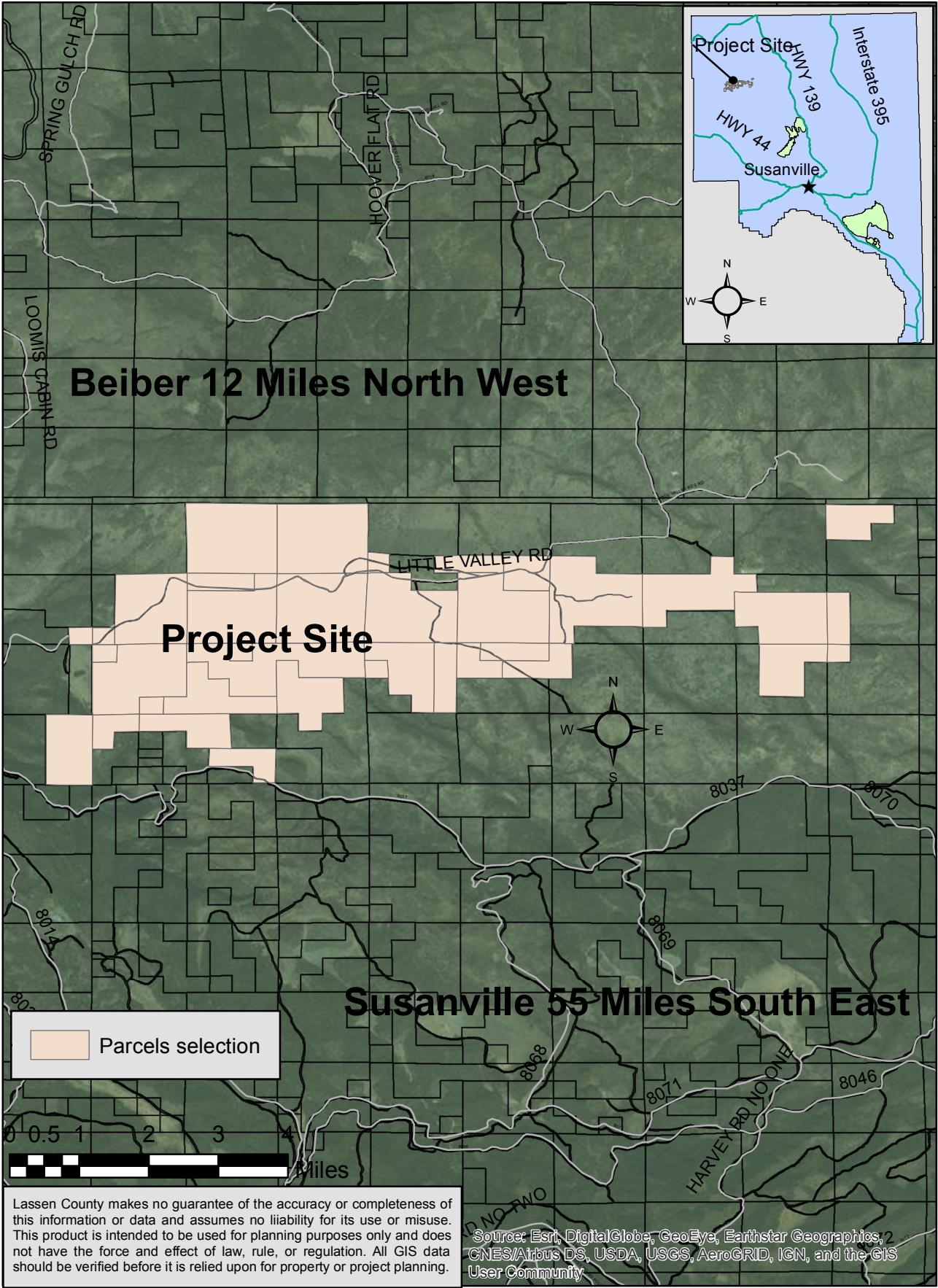
The applicant has proposed that the subject lands be rezoned into an A-P (Agricultural Preserve) Combining District and be entered into a Land Conservation Act (Williamson Act) contract.

On May 22, 2017, the Land Conservation Committee (LCC) met and considered Agricultural Preserve Application #2017-002 and Rezone Application #2017-003, in accordance with Board Resolution 12-050 (Lassen County Policy and Procedures for Administration of the Land Conservation Act of 1965). The LCC considered whether or not the application, and subject lands, meet the minimum requirements for entry into an agricultural preserve combining district (Lassen County Code Section 18.82), and to be offered a Williamson Act Contract. The LCC found that the project site meets the minimum qualifications to be offered a Williamson Act contract and recommended to the Planning Commission and Board of Supervisors that the lands are eligible for both rezone and contract.

At its June 7, 2017, meeting, the Planning Commission reviewed Rezone Application #2017-003 and recommended that the subject lands be rezoned from U-C-2 to E-A-A-P (see attached Resolution 6-05-17). Please also find attached the Planning Commission staff report, which includes the Land Conservation Committee recommended findings and Board Resolution No. 12-050.

S:\PLA\Planning\2017\RZ #2017-003, NDV\BoS

Nobmann Dixie Valley, LLC Proposed Williamson Act Lands



RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF LASSEN, TO
REZONE AND ENTER CERTAIN LANDS INTO AN AGRICULTURAL
PRESERVE COMBINING DISTRICT AND AUTHORIZING EXECUTION OF
CONTRACT IMPOSING LIMITATIONS UPON USE OF SAID LANDS
(FILE RZ#2017-003 and AA#2017-002, NOBMANN DIXIE VALLEY, LLC)**

WHEREAS, Nobmann Dixie Valley, LLC, as owners of certain agricultural lands located within the County of Lassen, have applied or stated their intent to have the same placed into an agricultural preserve pursuant to law; and

WHEREAS, said owners desire to enter into a contract with the County of Lassen to limit the use of such land, pursuant to the Land Conservation Act of 1965; and

WHEREAS, establishment of agricultural preserves is categorically exempt from environmental review pursuant to Section 15317 of the California Environmental Quality Act; and

WHEREAS, the Planning Commission, at its June 7, 2017, meeting, reviewed Rezone Application #2017-003 and recommended that the subject lands be rezoned from U-C-2 to E-A-A-P (Resolution No. 6-05-17).

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors hereby adopts the findings made by the Land Conservation Committee on May 22, 2017 and the findings made by the Planning Commission on June 7, 2017; and

BE IT FURTHER RESOLVED, that the lands hereinafter described in Exhibit "A" and attached hereto are hereby established by ordinance as an Agricultural Preserve pursuant to the California Land Conservation Act of 1965 and Lassen County Resolution 12-050 (Policies and Procedures for Williamson Act), as amended; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors of the County of Lassen is authorized and directs staff to execute a contract with Nobmann Dixie Valley, LLC, imposing limitations upon the use of agricultural lands described in Exhibit "A" in manner and form annexed; and

BE IT FURTHER RESOLVED, that the County Recorder of the County of Lassen is authorized and directed to record this resolution, said contract and any associated documents, without charge.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Lassen, State of California, on the 10th day of October, 2017, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Chairman of the Board of Supervisors
County of Lassen, State of California

Attest:
JULIE BUSTAMANTE
Clerk of the Board

By: _____
MICHELE YDERRAGA, Deputy Clerk of the Board

I, MICHELE YDERRAGA, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, do hereby certify that the foregoing resolution was adopted by the said Board of Supervisors at a regular meeting thereof held on the 10th day of October, 2017.

Deputy Clerk of the County of Lassen Board of Supervisors

Exhibit A
Legal Descriptions

Parcel 1:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 13: The S 1/2 of the SW 1/4.

Section 14: The S 1/2 of the S 1/2.

Section 15: The SW 1/4 of the SW 1/4; and the SE 1/4 of the SE 1/4.

Section 16: All.

Section 17: All.

Section 19: The E 1/2; and the E 1/2 of the W 1/2; and Lot 4.

Section 20: All.

Section 21: All.

Section 22: The W 1/2; the SE 1/4; and the S 1/2 of the NE 1/4.

Section 23: All.

Section 24: The N 1/2; the N 1/2 of the S 1/2; and the SW 1/4 of the SW 1/4.

Section 26: The NW 1/4; and the N 1/2 of the NE 1/4.

Section 27: The E 1/2; the NW 1/4; and the NE 1/4 of the SW 1/4.

Section 28: The W 1/2; the W 1/2 of the E 1/2; and the E 1/2 of the NE 1/4.

Section 29: All.

Section 30: All.

Section 31: Lots 1 and 2; the NE 1/4 of the NW 1/4; and the N 1/2 of the NE 1/4.

Section 32: The NW 1/4; the NE 1/4 of the SW 1/4; the N 1/2 of the SE 1/4; and the SE 1/4 of the SE 1/4.

Section 33: The NE 1/4 of the NW 1/4.

In Township 35 North, Range 9 East, Mount Diablo Meridian, according to the official plat thereof.

Section 16: The NW 1/4; and the NW 1/4 of the NE 1/4.

Section 18: The SE 1/4 of the SE 1/4.

Section 19: Lots 1, 2 and 3; the E 1/2 of the NW 1/4; and the NE 1/4.

Section 20: The NW 1/4 of the NW 1/4; the S 1/2 of the N 1/2; the N 1/2 of the S 1/2; the S 1/2 of the SE 1/4; and the SE 1/4 of the SW 1/4.

Section 21: The W 1/2 of the SW 1/4; and the SW 1/4 of the NW 1/4.

Section 28: The NW 1/4 of the NW 1/4.

Section 29: The E 1/2 of the NW 1/4; the N 1/2 of the NE 1/4; the SW 1/4 of the NE 1/4; the NE 1/4 of the SW 1/4; and the NW 1/4 of the SE 1/4.

Parcel 2:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 25: The W 1/2 of the NW 1/4.

Section 26: The S 1/2 of the NE 1/4.

Parcel 3:

In Township 35 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 24: The SE 1/4 of the SE 1/4.

Section 36: The E 1/2.



Don E. Willis

ORDINANCE NO. _____
(Nobmann Dixie Valley)
File: RZ#2017-003

**RECLASSIFYING CERTAIN LANDS IN THE UNINCORPORATED AREA OF THE
COUNTY OF LASSEN AS TO ZONING REGULATIONS**

The following ordinance, consisting of three sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Lassen, State of California, at a regular meeting of the Board of Supervisors held on the 10th day of October, 2017 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Chairman of the Board of Supervisors,
County of Lassen, State of California

Attest:
JULIE BUSTAMANTE
Clerk of the Board

By: _____
MICHELE YDERRAGA, Deputy Clerk of the Board

I, MICHELE YDERRAGA, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, do hereby certify that the foregoing ordinance was adopted by the said Board of Supervisors at a regular meeting thereof held on the 10th day of October, 2017.

Deputy Clerk of the County of Lassen Board of Supervisors

THE BOARD OF SUPERVISORS OF THE COUNTY OF LASSEN,
STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION ONE: This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage, a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of the County of Lassen, State of California.

SECTION TWO: The following described area, comprising a portion of the area depicted on Zoning Index Map Numbers 293, 294, 295, 296,312, 313, and 314, is hereby rezoned to E-A-A-P, and the uses permitted therein shall be subject to the provisions and restrictions as set forth in Chapters 18.69, 18.82 and the General Provisions of Chapter 18.102, Lassen County Code.

LEGAL DESCRIPTION

The land referred to herein below is situated in the unincorporated area of the County of Lassen, State of California, and is described as follows:

Parcel 1:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 13: The S 1/2 of the SW 1/4.

Section 14: The S 1/2 of the S 1/2.

Section 15: The SW 1/4 of the SW 1/4; and the SE 1/4 of the SE 1/4.

Section 16: All.

Section 17: All.

Section 19: The E 1/2; and the E 1/2 of the W 1/2; and Lot 4.

Section 20: All.

Section 21: The S 1/2.

Section 22: The W 1/2; the SE 1/4; and the S 1/2 of the NE 1/4.

Section 23: All.

Section 24: The N 1/2; the N 1/2 of the S 1/2; and the SW 1/4 of the SW 1/4.

Section 26: The NW 1/4; and the N 1/2 of the NE 1/4.

Section 27: The E 1/2; the NW 1/4; and the NE 1/4 of the SW 1/4.

Section 28: The W 1/2; the W 1/2 of the E 1/2; and the E 1/2 of the NE 1/4.

Section 29: All.

Section 30: All.

Section 31: Lots 1 and 2; the NE 1/4 of the NW 1/4; and the N 1/2 of the NE 1/4.

Section 32: The NW 1/4; the NE 1/4 of the SW 1/4; the N 1/2 of the SE 1/4; and the SE 1/4 of the SE 1/4.

Section 33: The NE 1/4 of the NW 1/4.

In Township 35 North, Range 9 East, Mount Diablo Meridian, according to the official plat thereof.

Section 16: The NW 1/4; and the NW 1/4 of the NE 1/4.

Section 18: The SE 1/4 of the SE 1/4.

Section 19: Lots 1, 2 and 3; the E 1/2 of the NW 1/4; and the NE 1/4.

Section 20: The NW 1/4 of the NW 1/4; the S 1/2 of the N 1/2; the N 1/2 of the S 1/2; the S 1/2 of the SE 1/4; and the SE 1/4 of the SW 1/4.

Section 21: The W 1/2 of the SW 1/4; and the SW 1/4 of the NW 1/4.

Section 28: The NW 1/4 of the NW 1/4.

Section 29: The E 1/2 of the NW 1/4; the N 1/2 of the NE 1/4; the SW 1/4 of the NE 1/4; the NE 1/4 of the SW 1/4; and the NW 1/4 of the SE 1/4.

Parcel 2:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 25: The W 1/2 of the NW 1/4.

Section 26: The S 1/2 of the NE 1/4.

Parcel 3:

In Township 35 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 24: The SE 1/4 of the SE 1/4.

Section 36: The E 1/2.

Note: This legal description was obtained from a Lot Book Guarantee prepared by Chicago Title Insurance Company dated April 19, 2017. The Guarantee Number of said Lot Book Guarantee is FFHO-CTO170072L.

SECTION THREE: If any section, subsection, sentence, clause, or phase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

S:\PLA\Planning\2017\RZ #2017-003, NDV\BoS

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PLANNING COMMISSION MEETING

June 7, 2017

FILE NUMBER: 2017-003
PROPERTY OWNER: Nobmann Dixie Valley Ranch, LLC
TYPE OF APPLICATION: Rezone

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LASSEN COUNTY PLANNING COMMISSION
REZONE STAFF REPORT
June 7, 2017

FILE NUMBERS: Rezone #2017-003
PROPERTY OWNER(S): Nobmann Dixie Valley Ranch, LLC
TYPE OF APPLICATION: Rezone
GENERAL LOCATION: Little Valley
ASSESSOR'S PARCEL NUMBER(S): 039-010-03, 039-010-04, 039-010-06, 039-010-07,
039-010-08, 039-010-09, 039-010-10, 039-020-03,
039-020-06, 039-020-08, 039-020-09, 039-020-10,
039-020-11, 039-030-04, 039-030-06, 039-030-09,
039-030-12, 039-050-01, 039-050-03, 039-050-04,
039-050-05, 039-050-06, 039-050-07, 039-050-12,
039-050-14, 039-050-18, 039-050-19, 039-060-01,
039-060-02, 039-060-03, 039-060-05, 039-060-06,
039-060-08, 039-070-02, 039-070-04, 037-050-23,
037-110-09
CURRENT ZONING: U-C-2 (Upland Conservation/Resource Management),
PROPOSED ZONING: E-A-A-P (Exclusive Agriculture, Agricultural
Preserve Combining District)
GENERAL PLAN DESIGNATION: "Extensive Agriculture and Intensive Agriculture"
ENVIRONMENTAL DOCUMENT: Exempt (see discussion)
ASSIGNED STAFF: Kelly Mumper, Assistant Planner

AUTHORITY FOR APPLICATION:

Lassen County Zoning Ordinance §18.124.010 et seq. (Procedure for Precise Zoning and Amendments).

REGULATING AGENCIES: Regulatory authority for the proposed use includes, but is not limited to the following agencies:

<u>Agency</u>	<u>Required Permits / Approvals</u>
Lassen County Board of Supervisors	Rezone Approval Authorize to Offer Contract

PROJECT DESCRIPTION:

The applicant proposes to rezone 37 parcels into an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract to encompass approximately 10,393.67 acres of contiguous, partially irrigated land.

After the Planning Commission has made a recommendation in regard to the rezone, the Board of Supervisors will consider placing the subject properties into an agricultural preserve and entering the same lands into a Williamson Act Contract. This rezone application, if approved,

would make the zoning consistent with that required by Lassen County Policies and Procedures for Williamson Act contracts (Resolution No. 12-050).

The Williamson Act requires that contract lands be restricted to the production of food or fiber. In Lassen County, Williamson Act lands are so restricted through stipulations of the contract, and through zoning by requiring inclusion into the "A-P" (Agricultural Preserve Combining District).

PROJECT SITE CHARACTERISTICS:

Soils information generated through the NRCS "Web Soil Survey" on May 2, 2017 demonstrate that soils at the project site meet the conditions required to enter Agricultural Preserve. The NRCS Functional Classification at the site ranges from II (irrigated) to VII (nonirrigated).

As stipulated in Lassen County Code Chapter 18.82.010, the AP district classification is intended to be applied in combination with other appropriate districts to establish the precise boundaries of agricultural preserves and to provide such additional restrictions upon the use of land as are necessary to comply with provisions of law which are applicable to agricultural preserves. (Ord. 467 § 15, 1984). When applied in combination with existing Agricultural Preserve Combining Districts, the applicant will have approximately 10,393.67 acres available to enter in to contract; the lands and soils within the project site meet the criteria specified in Board Resolution Number 12-050.

The proposed project meets the acreage requirements for a Williamson Act contract (over 400 nonirrigated acres), as set forth in the adopted Board Resolution Number 12-050, and also meets soil requirements for Williamson Act Contracts, utilizing over 100 acres of Class I equivalent land.

NEIGHBORING PROPERTIES:

Surrounding properties are zoned primarily U-C-2 (Upland Conservation/Resource Management), and are predominately used for agriculture and grazing. Surrounding properties range from about 5 to 585 acres.

GENERAL PLAN:

The subject lands and surrounding properties are located within the area designated by the *Lassen County General Plan, 2000* as "Extensive Agriculture" and "Intensive Agriculture." The *Lassen County General Plan, 2000, Agriculture Element*, includes the following policies and goals:

AG-1 POLICY: The County recognizes that land having the physical characteristics (e.g., soil) for production of agricultural crops and livestock is a resource of significant value which needs to be protected for its economic value, its contribution to the character of the community, and its environmental and scenic values.

GOAL A-2: Maintain area plan policies and related land use and resource management decisions which support the agricultural policies of the Agriculture Element.

AG-15 POLICY: The County supports the consideration of innovative ways to maintain the economic viability of productive agricultural lands, subject to the unique circumstances of each area. Measures may include use of land conservation contracts (e.g., Williamson Act contracts), land banks, transfer of development rights, voluntary conservation easements, and use of buffer areas between agricultural lands and developing areas.

Implementation Measures:

AG-G: The County will continue to implement the Williamson Act and utilize land conservation contracts for qualifying lands

AG-H: The County may place lands in the "A-P", Agricultural Preserve Combining District, to establish the precise boundaries of agricultural preserves and to provide such additional restrictions upon the use of land as are necessary.

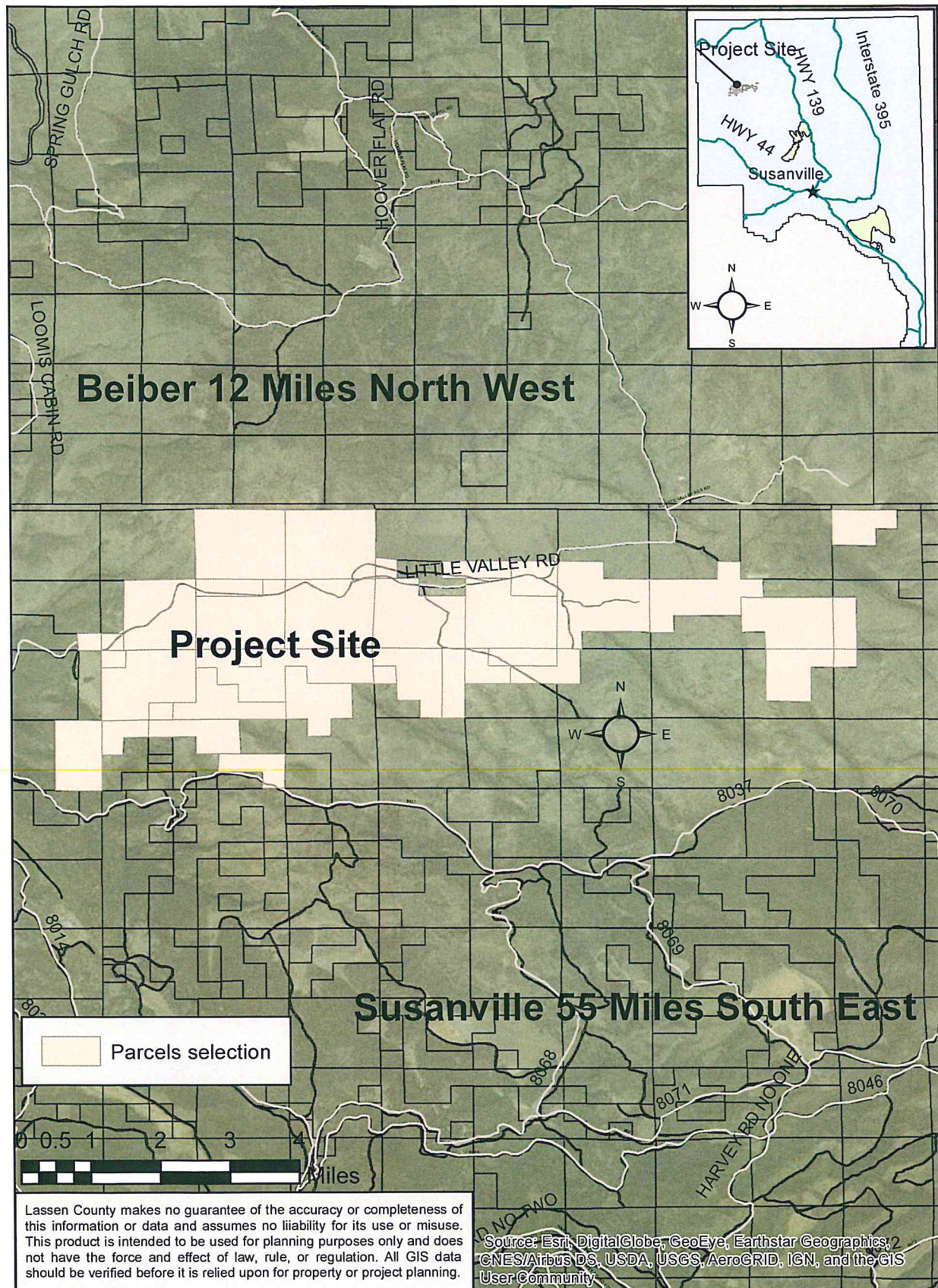
ENVIRONMENTAL DOCUMENT:

This project is categorically exempt from the California Environmental Quality Act (CEQA), under Section 15317 (Class 17) of the CEQA Guidelines, which exempts establishment of agricultural preserves, the making and renewing of open space contracts under Williamson Act, or the acceptance of easements or fee interests in order to maintain the open space character of the area from the provisions of CEQA.

FINDINGS and/or RECOMMENDATIONS BY LCC:

On May 22, 2017, the Land Conservation Committee found that the project site meets the minimum qualifications to be offered a Williamson Act contract. The LCC recommended that the Board of Supervisors approve the rezone and that they offer the applicant a Williamson Act Contract.

Nobmann Dixie Valley, LLC Proposed Williamson Act Lands



Nobmann Dixie Valley Ranch, LLC
855 Lakeville Street Suite 200 Petaluma CA 94952

RECEIVED

May 30, 2017

MAY 30 2017

*Lassen County Department of
Planning and Building Services*

Kelly Mumper
Lassen County Department of Planning & Building Services
707 Nevada Street Suite 5
Susanville CA 96130

Reference: Williamson Act Application
Nobmann Dixie Valley Ranch, LLC.

Dear Mr Mumper:

Nobmann Dixie Valley Ranch, LLC is in agreement to excluding the northern half of Parcel #039-010-10 from the contract. The northern half of the parcel includes the structures, ranch buildings and residences. The southern half of 039-010-10 would remain in the contract (approximately 300 acres).

Thank you for your assistance in this matter.

Sincerely.

Lee Nobmann

Lee Nobmann
Manager

RESOLUTION NO. _____

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE REZONE
APPLICATION #2017-003, AND ADOPT AN ORDINANCE EFFECTING THE
REZONE.

WHEREAS, the Planning Commission of Lassen County, after due notice, and public hearing conducted June 7, 2017, has considered Rezone Application #2017-003, filed by Nobmann Dixie Valley Ranch, LLC, to enter 37 parcel numbers in Lassen County totaling approximately 10,393.67 acres, in to an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract on approximately 10,393.67 acres; rezone of said lands is from U-C-2 (Upland Conservation Resource Management District) to E-A-A-P (Exclusive Agriculture, Agricultural Preserve Combining District)

After the Planning Commission has made a recommendation in regard to the rezone, the Board of Supervisors will consider placing the subject properties into an agricultural preserve and entering the same lands into a Williamson Act Contract. This rezone application, if approved, would make the zoning consistent with that required by Lassen County Policies and Procedures for Williamson Act contracts (Resolution No. 12-050); and

WHEREAS, the Board of Supervisors will consider the placement of the subject property in to an Agricultural Preserve and entering of this land into a Williamson Act Contract at a future date; and

WHEREAS, the Land Conservation Committee has determined that the subject lands meet the minimum qualifications to be placed into an agricultural preserve; and

WHEREAS, the Environmental Review Officer of the County of Lassen has determined that this proposal is exempt from the California Environmental Quality Act under Section 15317, class 17 of the Guidelines.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Planning Commission finds as follows:
 - a. That rezoning the subject parcels from “U-C-2” to “E-A-A-P” is consistent with the “Extensive Agriculture” land use designation and all applicable goals and policies set forth in the Lassen County General Plan.
 - b. The proposed project is exempt from the provisions of the California Environmental Quality Act under Section 15317, class 17 of the guidelines.

RESOLUTION_____

- c. The project site is physically suitable for the uses allowed within the “A-P” District.
- d. The rezoning of the subject properties to “E-A-A-P” will not adversely affect the health, welfare, and safety of the public.

Based on the foregoing, the Planning Commission hereby makes the following recommendations to the Lassen County Board of Supervisors:

- 1. That the Board of Supervisors adopts findings (a) through (d) as set forth above.
- 2. That the Board of Supervisors approve Rezone Application #2017-003 and adopt an ordinance rezoning the subject properties from “U-C-2” to “E-A-A-P”.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the County of Lassen, State of California, on the 7th day of June, 2017, by the following vote:

AYES:_____

NOES:_____

ABSTAIN:_____

ABSENT:_____

Commission

Chairmen
Lassen County Planning

ATTEST:

Maurice L. Anderson, Secretary
Lassen County Planning Commission

RESOLUTION NO. _____

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS DISSAPPROVE
REZONE APPLICATION #2017-003.

WHEREAS, the Planning Commission of Lassen County, after due notice, and public hearing conducted June 7, 2017, has considered Rezone Application #2017-003, filed by Nobmann Dixie Valley Ranch, LLC, to enter 37 parcel numbers in Lassen County totaling approximately 10,393.67 acres, in to an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract on approximately 10,393.67 acres; rezone of said lands is from U-C-2 (Upland Conservation Resource Management District) to E-A-A-P (Exclusive Agriculture, Agricultural Preserve Combining District)

After the Planning Commission has made a recommendation in regard to the rezone, the Board of Supervisors will consider placing the subject properties into an agricultural preserve and entering the same lands into a Williamson Act Contract. This rezone application, if approved, would make the zoning consistent with that required by Lassen County Policies and Procedures for Williamson Act contracts (Resolution No. 12-050); and

WHEREAS, the Board of Supervisors will consider the placement of the subject property in to an Agricultural Preserve and entering of this land into a Williamson Act Contract at a future date; and

WHEREAS, the Land Conservation Committee has determined that the subject lands meet the minimum qualifications to be placed into an agricultural preserve; and

WHEREAS, the Environmental Review Officer of the County of Lassen has determined that this proposal is exempt from the California Environmental Quality Act under Section 15317, class 17 of the Guidelines.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Planning Commission finds as follows:
 - a. That rezoning the subject parcels from “U-C-2” to “E-A-A-P” is inconsistent with the “Extensive Agriculture” land use designation and all applicable goals and policies set forth in the Lassen County General Plan.
 - b. The proposed project is exempt from the provisions of the California Environmental Quality Act under Section 15317, class 17 of the guidelines.

RESOLUTION NO. _____

- c. The project site is not physically suitable for the uses allowed within the "A-P" District.
- d. The rezoning of the subject properties to "E-A-A-P" will adversely affect the health, welfare, and safety of the public.

Based on the foregoing, the Planning Commission hereby makes the following recommendations to the Lassen County Board of Supervisors:

- 1. That the Board of Supervisors adopts findings (a) through (d) as set forth above.
- 2. That the Board of Supervisors disapprove Rezone Application #2017-003.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the County of Lassen, State of California, on the 7th day of June, 2017, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Commission

Chairmen
Lassen County Planning

ATTEST:

Maurice L. Anderson, Secretary
Lassen County Planning Commission

Exhibit A
Legal Descriptions

Parcel 1:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 13: The S 1/2 of the SW 1/4.

Section 14: The S 1/2 of the S 1/2.

Section 15: The SW 1/4 of the SW 1/4; and the SE 1/4 of the SE 1/4.

Section 16: All.

Section 17: All.

Section 19: The E 1/2; and the E 1/2 of the W 1/2; and Lot 4.

Section 20: All.

Section 21: All.

Section 22: The W 1/2; the SE 1/4; and the S 1/2 of the NE 1/4.

Section 23: All.

Section 24: The N 1/2; the N 1/2 of the S 1/2; and the SW 1/4 of the SW 1/4.

Section 26: The NW 1/4; and the N 1/2 of the NE 1/4.

Section 27: The E 1/2; the NW 1/4; and the NE 1/4 of the SW 1/4.

Section 28: The W 1/2; the W 1/2 of the E 1/2; and the E 1/2 of the NE 1/4.

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Section 31: Lots 1 and 2; the NE 1/4 of the NW 1/4; and the N 1/2 of the NE 1/4.

Section 32: The NW 1/4; the NE 1/4 of the SW 1/4; the N 1/2 of the SE 1/4; and the SE 1/4 of the SE 1/4.

Section 33: The NE 1/4 of the NW 1/4.

In Township 35 North, Range 9 East, Mount Diablo Meridian, according to the official plat thereof.

Section 16: The NW 1/4; and the NW 1/4 of the NE 1/4.

Section 18: The SE 1/4 of the SE 1/4.

Section 19: Lots 1, 2 and 3; the E 1/2 of the NW 1/4; and the NE 1/4.

Section 20: The NW 1/4 of the NW 1/4; the S 1/2 of the N 1/2; the N 1/2 of the S 1/2; the S 1/2 of the SE 1/4; and the SE 1/4 of the SW 1/4.

Section 21: The W 1/2 of the SW 1/4; and the SW 1/4 of the NW 1/4.

Section 28: The NW 1/4 of the NW 1/4.

Section 29: The E 1/2 of the NW 1/4; the N 1/2 of the NE 1/4; the SW 1/4 of the NE 1/4; the NE 1/4 of the SW 1/4; and the NW 1/4 of the SE 1/4.

Parcel 2:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 25: The W 1/2 of the NW 1/4.

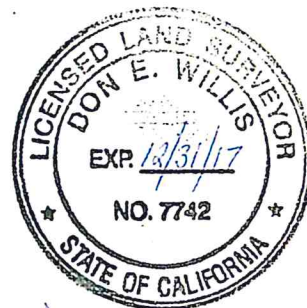
Section 26: The S 1/2 of the NE 1/4.

Parcel 3:

In Township 35 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 24: The SE 1/4 of the SE 1/4.

Section 36: The E 1/2.



Don E. Willis



County of Lassen
Department of Planning and Building Services

• Planning • Building Permits • Code Enforcement • Surveyor • Surface Mining

Maurice L. Anderson, Director
707 Nevada Street, Suite 5
Susanville, CA 96130-3912
Phone: 530 251-8269
Fax: 530 251-8373
email: landuse@co.lassen.ca.us
website: www.co.lassen.ca.us

May 18, 2017

Zoning & Building
Inspection Requests
Phone: 530 257-5263

TO: Land Conservation Committee
Agenda Date: May 22, 2017

FROM: Maurice L. Anderson, Director

RE: Williamson Act application (Rezone and Contract) RZ#2017-003 and AA#2017-002,
Nobmann Dixie Valley Ranch, LLC.

AGRICULTURAL PRESERVE #2017-002 AND REZONE #2017-003, NOBMANN DIXIE VALLEY RANCH, LLC. The Land Conservation Committee will consider an application by Nobmann Dixie Valley Ranch, LLC, requesting to rezone and enter lands within Lassen County into a new Land Conservation (Williamson Act) contract. If approved the contract would affect 37 parcel numbers, and approximately 10,393.67 acres of contiguous, partially irrigated land (500 acres). Assessor's Parcel Numbers: 039-010-03, 039-010-04, 039-010-06, 039-010-07, 039-010-08, 039-010-09, 039-010-10, 039-020-03, 039-020-06, 039-020-08, 039-020-09, 039-020-10, 039-020-11, 039-030-04, 039-030-06, 039-030-09, 039-030-12, 039-050-01, 039-050-03, 039-050-04, 039-050-05, 039-050-06, 039-050-07, 039-050-12, 039-050-14, 039-050-18, 039-050-19, 039-060-01, 039-060-02, 039-060-03, 039-060-05, 039-060-06, 039-060-08, 039-070-02, 039-070-04, 037-050-23, and 037-110-09 are all zoned U-C-2 (Upland Conservation/Resource Management), and are designated Extensive and Intensive Agriculture by the *Lassen County General Plan, 2000*. The project site is located Little Valley CA, 12 miles south of Highway 299, and approximately 55 miles north west of Susanville CA. Staff Contact: Kelly Mumper, Assistant Planner.

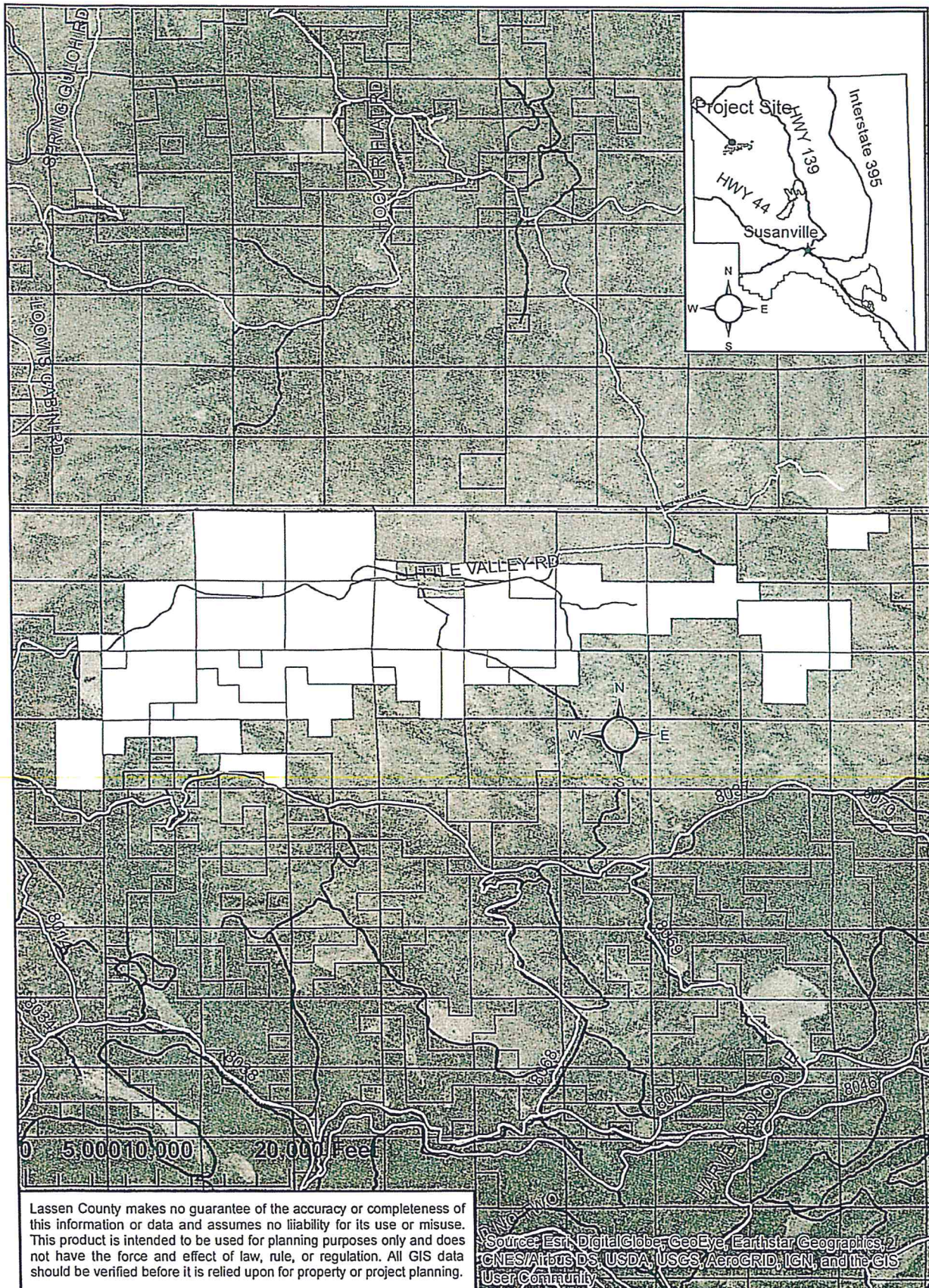
The Lassen County Department of Planning and Building Services recommends that the Land Conservation Committee adopt the following findings:

1. A land conservation (Williamson Act) contract application, affecting approximately 10,300.67 acres of contiguous, partially-irrigated land has been submitted for consideration by Lassen County.
2. Agricultural commodities include 9,300.67 acres of grazing and 800 acres of hay production.
3. The project site is currently unrestricted by any Land Conservation Contract.
4. All of the project site (10,303.67 acres) is in a qualifying agricultural zoning district (U-C-2) None of the parcels are currently in an Agricultural Preserve Combining District (A-P); inclusion in an A-P is required to enter into a Williamson Act Contract pursuant to Exhibit A (1)(a) of Board Resolution 12-050.
5. An application to rezone all 37 parcels into the County's required Agricultural Preserve Combining District, has also been submitted; both the rezone and Williamson Act Contract will be forwarded

by the Lands Conservation Committee to the Planning Commission for recommendation to the Board.

6. The subject applications facilitate the same project proposal and approval of the Williamson Act Contract cannot be finalized by the Board without the approval of the rezone.
7. Because a rezone of the parcels is required, a recommendation will be made to the Board by the Planning Commission after they consider said rezone.
8. Soils information generated through the NRCS "Web Soil Survey" on May 2, 2017 demonstrates that the soils at the project site meet the requirements to enter into an Agricultural Preserve. The NRCS Functional Classification ranges from II (irrigated) to VII (non-irrigated), with over 100 acres of Class I equivalent soil.
9. The proposed project meets the acreage requirements for a Williamson Act contract, as set forth in the adopted Board Resolution Number 12-050, and there are no soil requirements for Williamson Act Contracts utilizing over 400 acres of non-irrigated land.
10. The proposed project is exempt from the provisions of the California Environmental Quality Act under section 15317, class 17, of the guidelines.
11. The Lassen County Land Conservation Act Policies and Procedures, Board Resolution Number 12-050, direct the Land Conservation Committee to determine if an application is eligible for an Agricultural Preserve and/or for contract and to make a recommendation to the Planning Commission and Board of Supervisors [Lassen County Land Conservation Act Policies and Procedures 1(d)].
12. The Board of Supervisors will determine if this project is consistent with the *Lassen County General Plan, 2000*.

Nobmann Dixie Valley, LLC Proposed Williamson Act Lands



AGRICULTURAL LAND CONSERVATION APPLICATION

FILING FEE: \$.476.00

AA# 2017-002

Application includes the filing of: (a) Soils Map
(b) Lot Book Guarantee

Check Lines Requested

ZONING DISTRICTS:

Agricultural Preserve "AP"	<u> x </u>
Exclusive Agricultural "EA"	<u> x </u>
Upland Conservation "UC"	<u> </u>
Agricultural Forest "AF"	<u> </u>

RECEIVED

APR 26 2017

Lassen County Department of
Planning and Building Services

AGREEMENT:

NAME OF LANDOWNER: Nobmann Dixie Valley Ranch

ADDRESS: 855 Lakeville Street Suite 200 Petaluma CA 94952

Agricultural Land:	Use	Acres
	<u>Grazing</u>	<u>11,000</u>
	<u>Hay Production</u>	<u>800</u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u>Total Acreage:</u>	<u>12,093</u>

County Assessor's Description of Property (ATTACH COPY OF ASSESSOR'S MAP):

<u>Code Area No.</u>	<u>Assessor's Parcel No.</u>	<u>Assessed Value-Land</u>
<u> </u>	<u>See Attached</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Certification:

I hereby certify that the above information is true to the best of my knowledge.

LANDOWNER'S SIGNATURE: Lee P. Nobmann

4/17/17
Date

(To add information for any part, use additional copies of this form).

Planning Department Information:

Present Designation in General Plan: Extensive / Intensive Agriculture
Present Zoning: U-C-2

Nobmann Dixie Valley Ranch, LLC
855 Lakeville Street Suite 200 Petaluma CA 94952

May 16, 2017

RECEIVED

MAY 17 2017

Lassen County Department of
Planning and Building Services

Kelly Mumper
Lassen County Department of Planning & Building Services
707 Nevada Street Suite 5
Susanville CA 96130

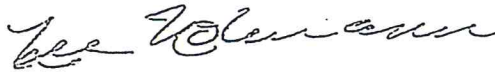
Reference: Williamson Act Application
Nobmann Dixie Valley Ranch, LLC.

Dear Mr Mumper:

Nobmann Dixie Valley Ranch, LLC is in agreement to excluding the parcels referenced (highlighted) in the attached Lot Book Guarantee Schedule A.

Thank you for your assistance in this matter.

Sincerely.



Lee Nobmann
Manager

ISSUING OFFICE:	
Title Officer: Angela Delcarlo-Maxfeldt Chicago Title Company 2940 Riverside Drive, Suite B Susanville, CA 96130 Phone: (530)250-3068 Main Phone: (530)257-4161 Email: angela.delcarlo@ctt.com	RECEIVED MAY 17 2017 Lassen County Department of Planning and Building Services

SCHEDULE A

Liability	Fee	Title Officer
\$1,000.00	\$600.00	Angela Delcarlo-Maxfeldt

1. Name of Assured: Nobmann Dixie Valley Ranch, LLC, a California Limited Liability Company

2. Date of Guarantee: April 19, 2017 at 08:00 AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

For APN/Parcel ID(s): 025-050-15, 025-090-04, 027-010-20, 027-010-21, 027-020-09, 027-060-04, 027-110-07, 027-110-08, 039-010-03, 039-010-04, 039-010-06, 039-010-07, 039-010-08, 039-010-09, 039-010-10, 039-020-03, 039-020-06, 039-020-08, 039-020-09, 039-020-10, 039-020-11, 039-030-04, 039-030-06, 039-030-09, 039-030-12, 039-040-04, 039-050-01, 039-050-03, 039-050-04, 039-050-05, 039-050-06, 039-050-07, 039-050-12, 039-050-14, 039-050-18, 039-050-19, 039-060-01, 039-060-02, 039-060-03, 039-060-05, 039-060-06, 039-060-08, 039-060-12, 039-070-02, 039-070-04, 051-020-02, 051-020-12, 051-050-06, 051-050-11, 051-050-17, 051-060-07, 037-050-23, 037-110-09 and 027-050-02.

= 1 parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LASSEN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

In Township 34 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 2: Lots 2, 3 and 4; the S 1/2 of the NW 1/4; and the SW 1/4 of the NE 1/4.

Section 3: Lot 1 and the SE 1/4 of the NE 1/4.

Section 12: The N 1/2 of the NW 1/4; the SE 1/4 of the NW 1/4; and the SW 1/4 of the NE 1/4.

Section 16: The W 1/2 of the SW 1/4; the NE 1/4 of the SW 1/4; the SE 1/4 of the NW 1/4; the S 1/2 of the NE 1/4; and the NE 1/4 of the NE 1/4.

Section 17: The SW 1/4 of the NW 1/4; and the NW 1/4 of the SW 1/4.

Section 21: The SE 1/4 of the NE 1/4.

Excepting therefrom the right to cut and remove any and all timber now or hereafter situated on said land, as reserved in the deed to Lillian Bognuda Lambert, recorded July 15, 1952, in Book 79 of Official

CLTA LOT BOOK

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FFHO-CTO170072L

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE.

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Chicago Title Company
2940 Riverside Drive, Suite B
Susanville, CA 96130

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

ISSUING OFFICE:

Title Officer: Angela Delcarlo-Maxfeldt
 Chicago Title Company
 2940 Riverside Drive, Suite B
 Susanville, CA 96130
 Phone: (530)250-3068
 Main Phone: (530)257-4161
 Email: angela.delcarlo@ctt.com

SCHEDULE A

Liability	Fee	Title Officer
\$1,000.00	\$600.00	Angela Delcarlo-Maxfeldt

1. Name of Assured: Nobmann Dixie Valley Ranch, LLC, a California Limited Liability Company

2. Date of Guarantee: April 19, 2017 at 08:00 AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LASSEN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

In Township 34 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 2: Lots 2, 3 and 4; the S 1/2 of the NW 1/4; and the SW 1/4 of the NE 1/4.

Section 3: Lot 1 and the SE 1/4 of the NE 1/4.

Section 12: The N 1/2 of the NW 1/4; the SE 1/4 of the NW 1/4; and the SW 1/4 of the NE 1/4.

Section 16: The W 1/2 of the SW 1/4; the NE 1/4 of the SW 1/4; the SE 1/4 of the NW 1/4; the S 1/2 of the NE 1/4; and the NE 1/4 of the NE 1/4.

Section 17: The SW 1/4 of the NW 1/4; and the NW 1/4 of the SW 1/4.

Section 21: The SE 1/4 of the NE 1/4.

Excepting therefrom the right to cut and remove any and all timber now or hereafter situated on said land, as reserved in the deed to Lillian Bognuda Lambert, recorded July 15, 1952, in Book 79 of Official

SCHEDULE A
(continued)

Records, at Page 322, which deed provides as follows: "Together with rights of ingress, egress and easements for road and other purposes reasonably necessary to cut and remove said timber."

Section 22: The SW 1/4 of the NW 1/4; and the NW 1/4 of the SW 1/4.

Excepting therefrom the right to cut and remove any and all timber now or hereafter situated on said land, as reserved in the deed to Lillian Bognuda Lambert, recorded July 15, 1952, in Book 79 of Official Records, at Page 322, which deed provides as follows: "Together with rights of ingress, egress and easements for road and other purposes reasonably necessary to cut and remove said timber."

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 35: The SE 1/4 of the SE 1/4.

In Township 35 North, Range 9 East, Mount Diablo Meridian, according to the official plat thereof.

Section 15: The SE 1/4 of the NW 1/4; the N 1/2 of the SW 1/4; and the SE 1/4 of the SW 1/4.

In Township 36 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 11: Lots 15 and 16.

Section 12: The S 1/2 of the SW 1/4.

Section 13: The N 1/2 of the NW 1/4.

Section 14: Lots 1 and 2.

In Township 36 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 5: The W 1/2 of the SW 1/4.

Section 10: The SW 1/4 of the NW 1/4.

Section 17: The NE 1/4 of the NE 1/4.

Section 22: The SW 1/4 of the NW 1/4.

In Township 36 North, Range 9 East, Mount Diablo Meridian, according to the official plat thereof.

Section 33: The NE 1/4 of the SW 1/4; and the SW 1/4 of the SE 1/4.

Parcel 2:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 13: The S 1/2 of the SW 1/4.

Section 14: The S 1/2 of the S 1/2.

Section 15: The SW 1/4 of the SW 1/4; and the SE 1/4 of the SE 1/4.

Section 16: All

SCHEDULE A
(continued)

Excepting therefrom 1/16 all coal, oil, gas and other mineral deposits, as reserved in the Patent from the State of California to Jas Snell, recorded July 15, 1924, in Book "L" of Patents, at Page 63.

Section 17: All.

Section 19: The E 1/2; and the E 1/2 of the W 1/2; and Lot 4.

Section 20: All.

Section 21: All.

Section 22: The W 1/2; the SE 1/4; and the S 1/2 of the NE 1/4.

Section 23: All.

Section 24: The N 1/2; the N 1/2 of the S 1/2; the SW 1/4 of the SW 1/4.

Section 26: The NW 1/4; and the N 1/2 of the NE 1/4.

Section 27: The E 1/2; the NW 1/4; and the NE 1/4 of the SW 1/4.

Section 28: The W 1/2; the W 1/2 of the E 1/2; and the E 1/2 of the NE 1/4.

Section 29: All.

Section 30: All.

Section 31: Lots 1 and 2; the NE 1/4 of the NW 1/4; and the N 1/2 of the NE 1/4.

Section 32: The NW 1/4; the NE 1/4 of the SW 1/4; the N 1/2 of the SE 1/4; and the SE 1/4 of the SE 1/4.

Section 33: The NE 1/4 of the NW 1/4.

In Township 35 North, Range 9 East, Mount Diablo Meridian, according to the official plat thereof.

Section 16: The NW 1/4; and the NW 1/4 of the NE 1/4.

Excepting from the NW 1/4 of the NE 1/4; and the S 1/2 of the NW 1/4 of Section 16, 1/16 all coal, oil, gas and other mineral deposits, as reserved in the Patent from the State of California to Jas Snell, recorded July 15, 1924, in Book "L" of Patents, at Page 63.

Section 18: The SE 1/4 of the SE 1/4.

Section 19: Lots 1, 2 and 3; the E 1/2 of the NW 1/4; and the NE 1/4.

Section 20: The NW 1/4 of the NW 1/4; the S 1/2 of the N 1/2; the N 1/2 of the S 1/2; the S 1/2 of the SE 1/4; and the SE 1/4 of the SW 1/4.

Section 21: The W 1/2 of the SW 1/4; and the SW 1/4 of the NW 1/4.

Section 28: The NW 1/4 of the NW 1/4.

Section 29: The E 1/2 of the NW 1/4; the N 1/2 of the NE 1/4; the SW 1/4 of the NE 1/4; the NE 1/4 of the

SCHEDULE A

(continued)

SW 1/4; and the NW 1/4 of the SE 1/4.

Parcel 3:

In Township 35 North, Range 8 East, Mount Diablo Meridian, according to the official plat thereof.

Section 25: The W 1/2 of the NW 1/4.

Section 26: The S 1/2 of the NE 1/4.

Parcel 4:

In Township 35 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 24: The SE 1/4 of the SE 1/4.

Section 36: The E 1/2.

Excepting from the NE 1/4 of Section 36, and reserving to the State of California 1/16 of all coal, oil, gas and other mineral deposits as reserved in the Patent from the State of California, to Jas Snell, recorded July 15, 1924, in Book "L" of Patents, at Page 63.

A. The last recorded instrument purporting to transfer title to said land is:

Grant Deed recorded June 11, 2014 as Instrument No. 2014-02418, of Official Records

To: Nobmann Dixie Valley Ranch, LLC, a California Limited Liability Company

B. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Fiscal Year:	2016-2017
1st Installment:	\$57,705.24
2nd Installment:	\$57,705.24
Land:	\$9,198,965.00
Improvements:	\$1,453,974.00
Personal Property:	\$94,300.00
Code Area:	052001,058003,052002,058005,052020,058001,058006

SCHEDULE A
(continued)

025-050-15, 025-090-04, 027-010-20, 027-010-21, 027-020-09, 027-060-04, 027-110-07, 027-110-08, 039-010-03, 039-010-04, 039-010-06, 039-010-07, 039-010-08, 039-010-09, 039-010-10, 039-020-03, 039-020-06, 039-020-08, 039-020-09, 039-020-10, 039-020-11, 039-030-04, 039-030-06, 039-030-09, 039-030-12, 039-040-04, 039-050-01, 039-050-03, 039-050-04, 039-050-05, 039-050-06, 039-050-07, 039-050-12, 039-050-14, 039-050-18, 039-050-19, 039-060-01, 039-060-02, 039-060-03, 039-060-05, 039-060-06, 039-060-08, 039-060-12, 039-070-02, 039-070-04, 051-020-02, 051-020-12, 051-050-06, 051-050-11, 051-050-17, 051-060-07, 037-050-23, 037-110-09, 027-050-02

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$5,000,000.00
Dated: June 5, 2014
Trustor/Grantor: Nobmann Dixie Valley Ranch, LLC, a California Limited Liability Company
Trustee: Rabobank, N.A.
Beneficiary: Rabobank, N.A.
Recording Date: June 11, 2014
Recording No.: Instrument No. 2014-02419, of Official Records

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Nobmann Dixie Valley Ranch, LLC, a California Limited Liability Company
Recording Date: March 27, 2017
Recording No.: Instrument No. 2017-01185, of Official Records

END OF SCHEDULE A

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule A and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A or in Part 2;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

(continued)

10. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

END OF CONDITIONS AND STIPULATIONS

4 Accruals listed as prepared and checked with available information and is for

25-05
TRA - 52001

$$I'' = 1200$$

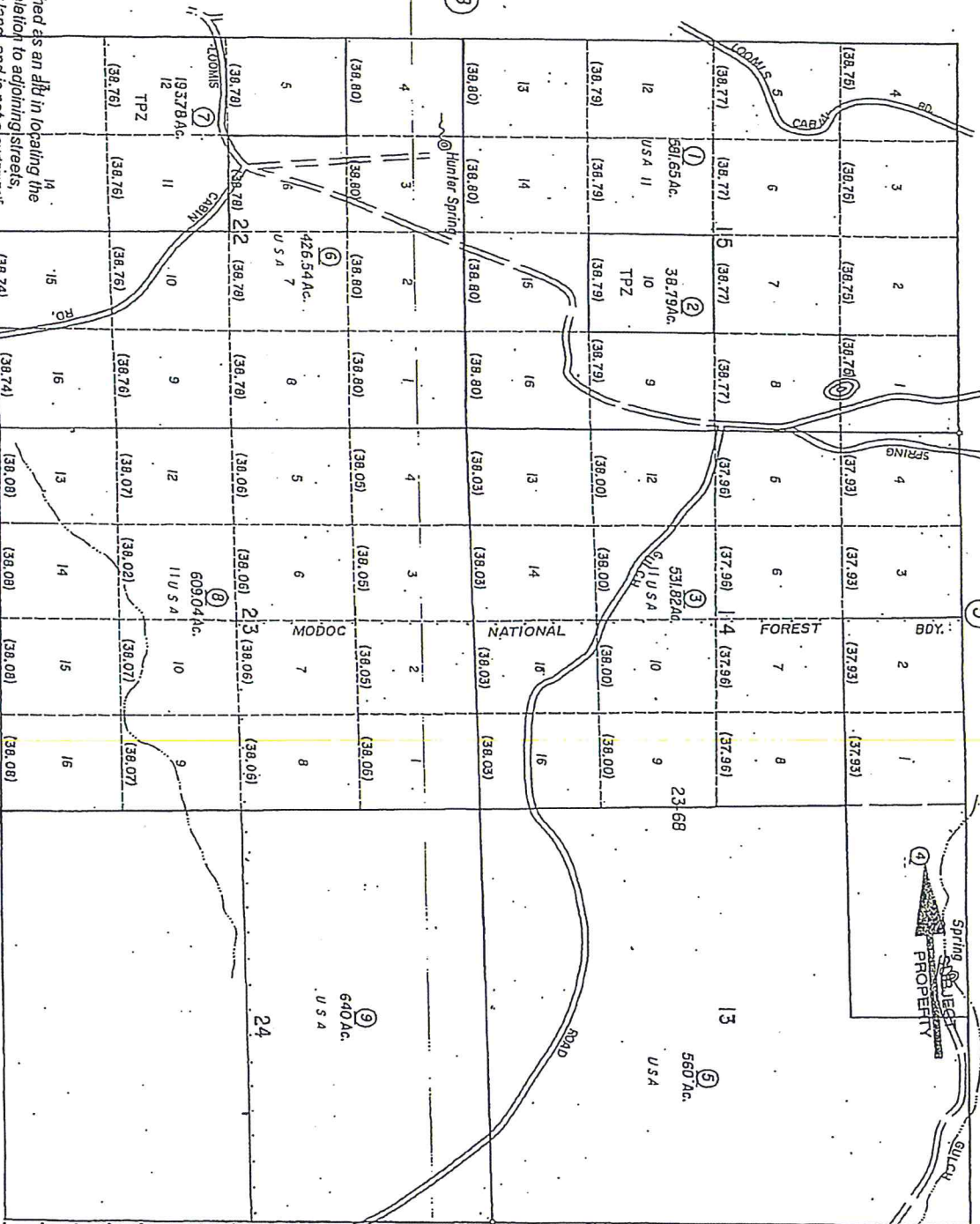

Assessor's Map Bk.25 -Pg.05
County of Lassen, Calif.

POR. T-36N, R.7E, M.D.B. & M.

25-09

28
39

Acreage Listed is prepared and checked with available information and is for Assessor's Office use only.



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land and is not a substitute for the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

R.S. MAP BK. 23 Pgs. 68, 69 MODOC NATIONAL FOREST

NOTE - Assessor's Block Numbers Shown in Ellipses. Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 25 - Pg. 09
County of Lassen, Calif.

T.36N.
R.8E.
TRA - 52001

Bk.
15
Pg. 9

T.36N., R.8E., M.D.B.&M.

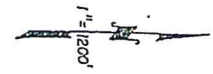
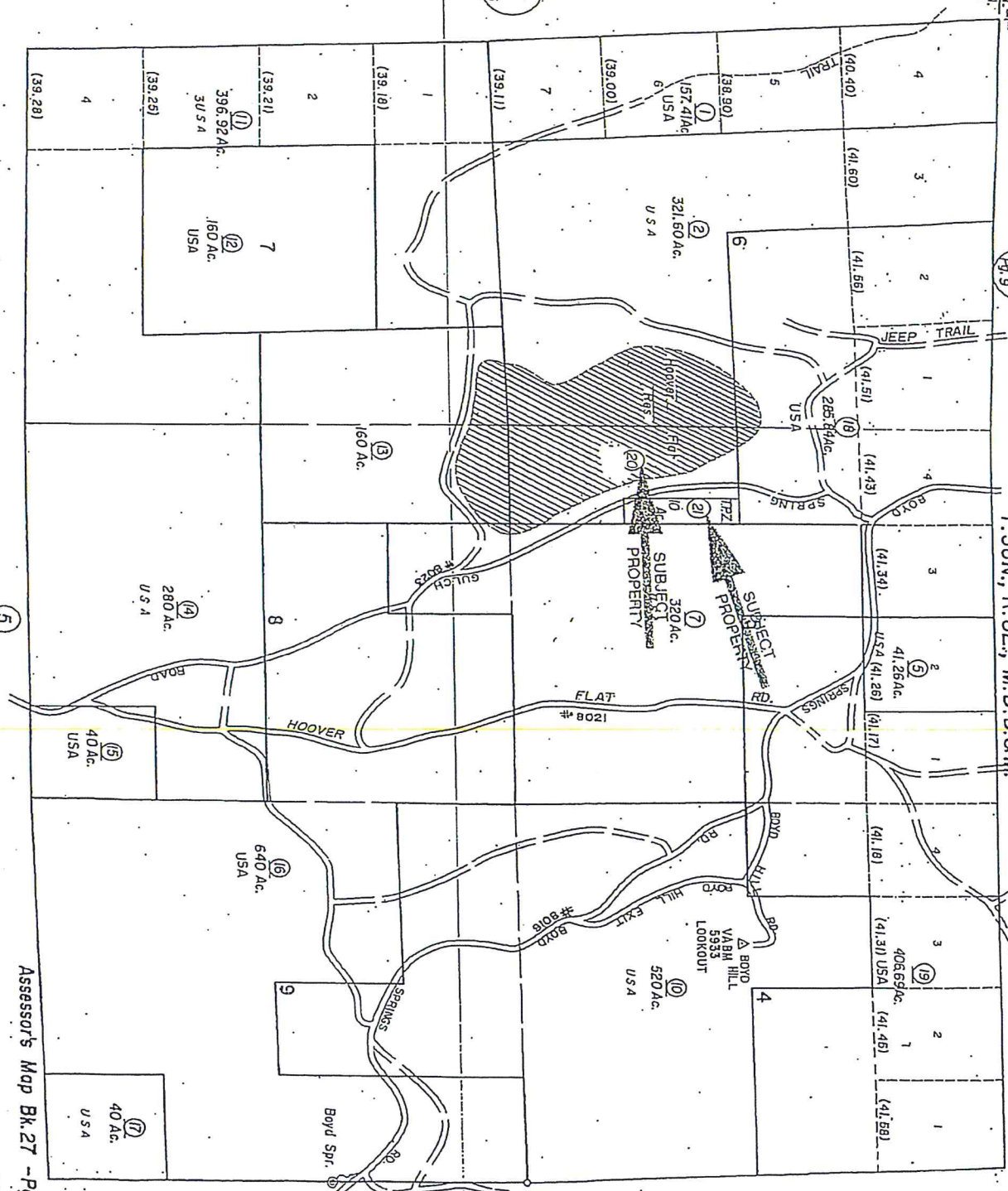
27-01

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40

Average listed is prepared and checked
with available information and is for
Assessor's Office use only.

This map/plat is being furnished as an aid in locating the
herein described Land in relation to adjoining streets,
natural boundaries and other land, and is not a survey of
the land depicted. Except to the extent a policy of title
insurance is expressly modified by endorsement, if any,
the Company does not insure dimensions, distances,
location of easements, acreage or other matters shown
thereon.

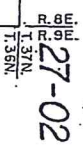
Bk.
25
Pg. 5



NOTE - Assessor's Block Numbers Shown in Ellipses,
Assessor's Parcel Numbers Shown in Circles.

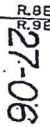
Assessor's Map Bk. 27 - Pg. 01
County of Lassen, Calif.

Ageage listed is prepared and checked with available information and is for Administrator's Office use only.



Assessor's Map Bk. 27 -Pg. 02
County of Lassen, Calif..

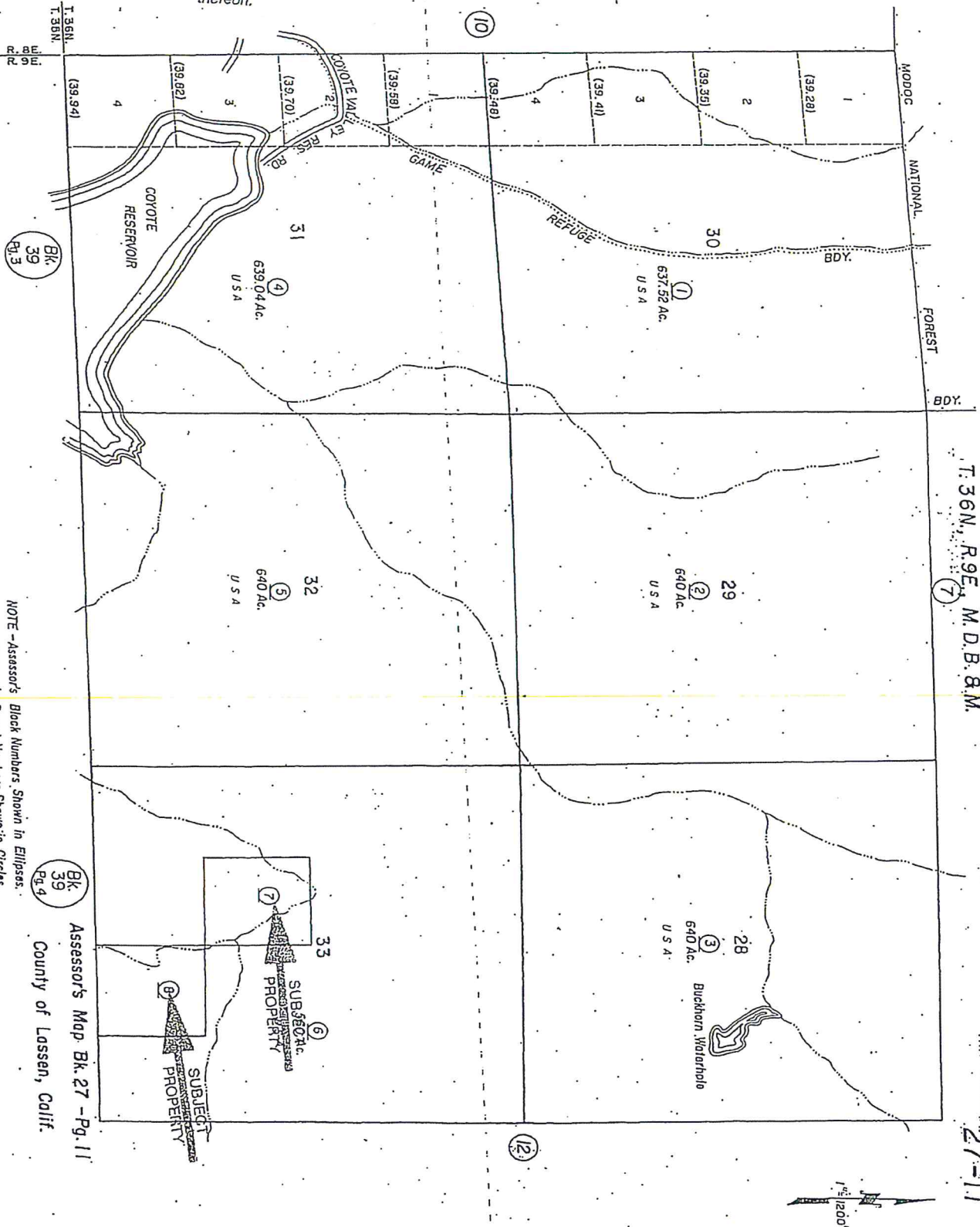
Acresage listed is prepared and checked with available information and is for Assessor's Office use only.



Assessor's Map Bk.27 -Pg.06
County of Lassen, Calif.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Acreage listed is prepared and checked with available information and is for Assessor's Office use only.



T. 36N., R. 9E., M. D. B. 8.M.

TRA - 52002

27-11

32

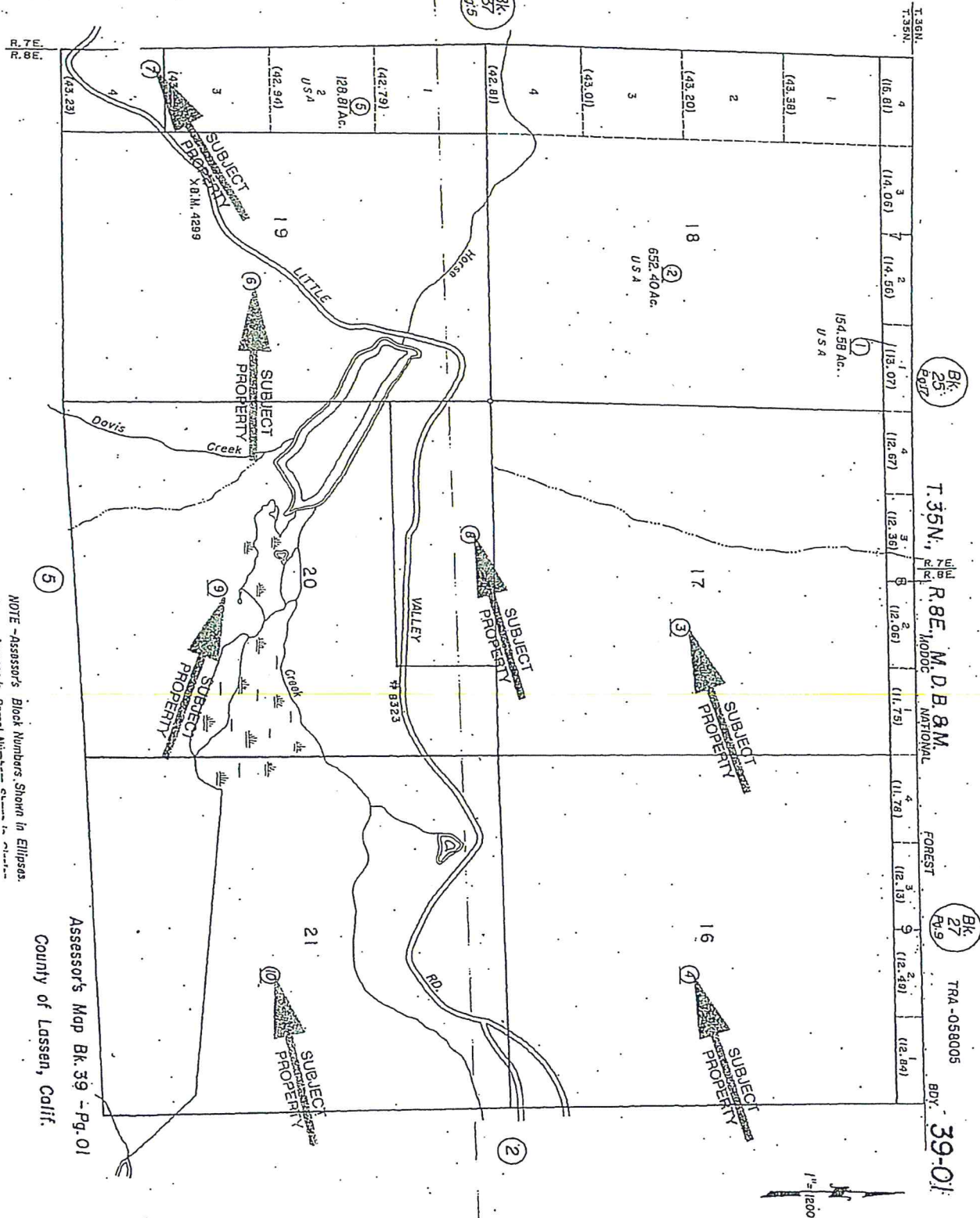
43

NOTE - Assessor's Black Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 27 - Pg. 11
County of Lassen, Calif.

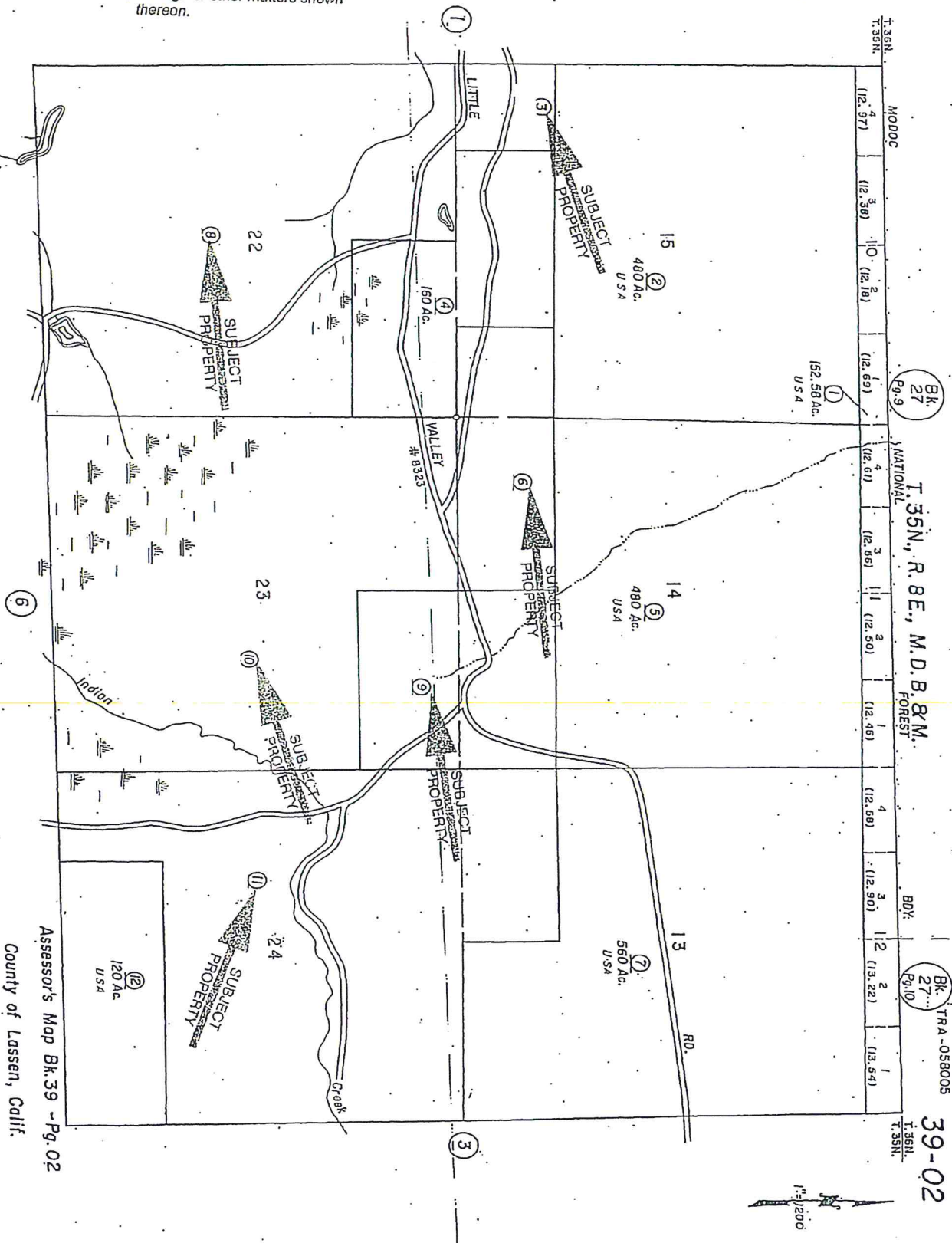
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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Acreage listed is prepared and checked with available information and is for Assessor's Office use only.



NOTE - Assessor's Block Numbers Shown in Ellipses. Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 39 - Pg. 02
County of Lassen, Calif.

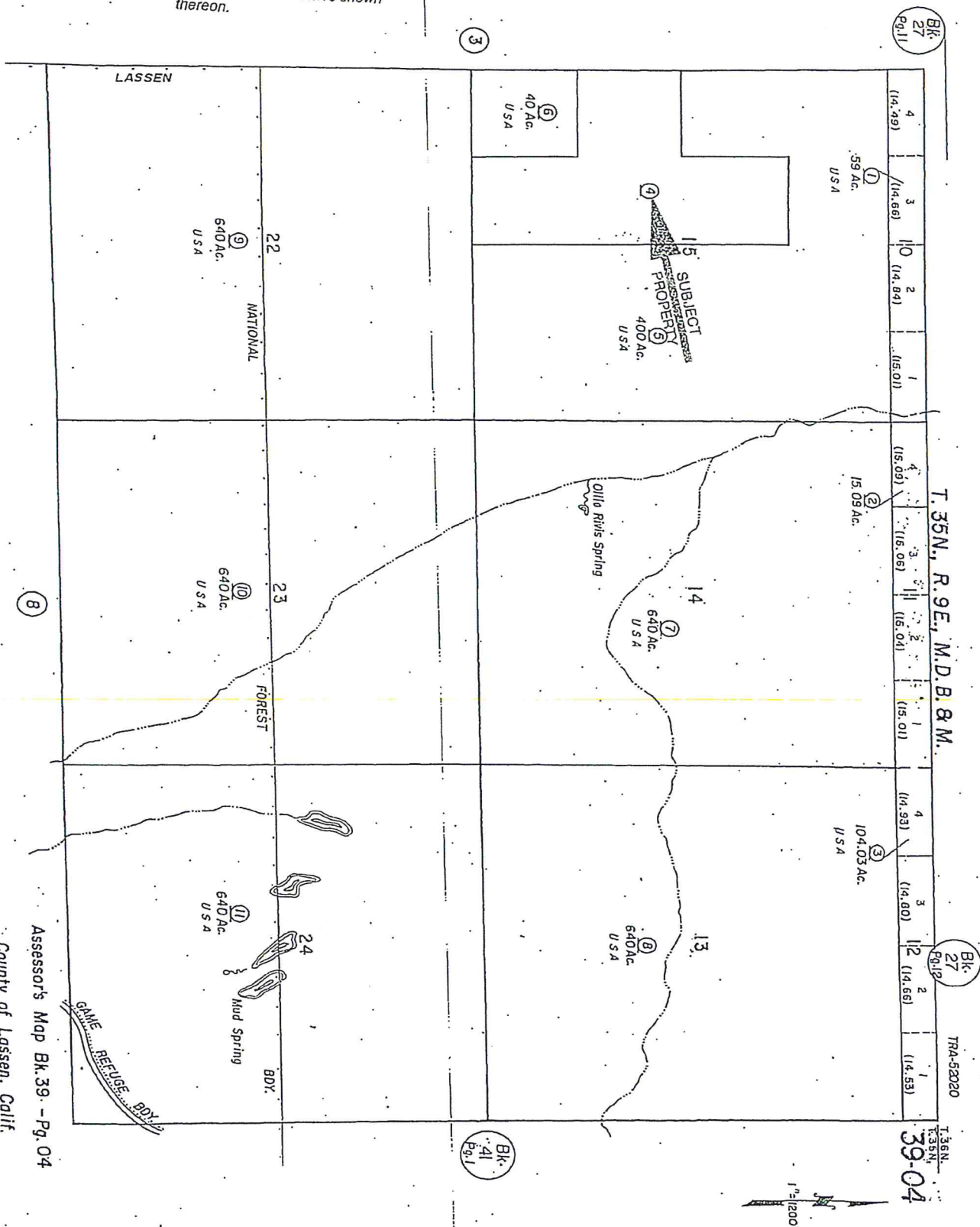
Acres listed is prepared and checked with available information and is for Assessor's Office use only.



Assessor's Map Bk. 39. - Pg. 03.
County of Lassen, Calif.

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Acreage Listed is prepared and checked with available information and is for Assessor's Office use only.

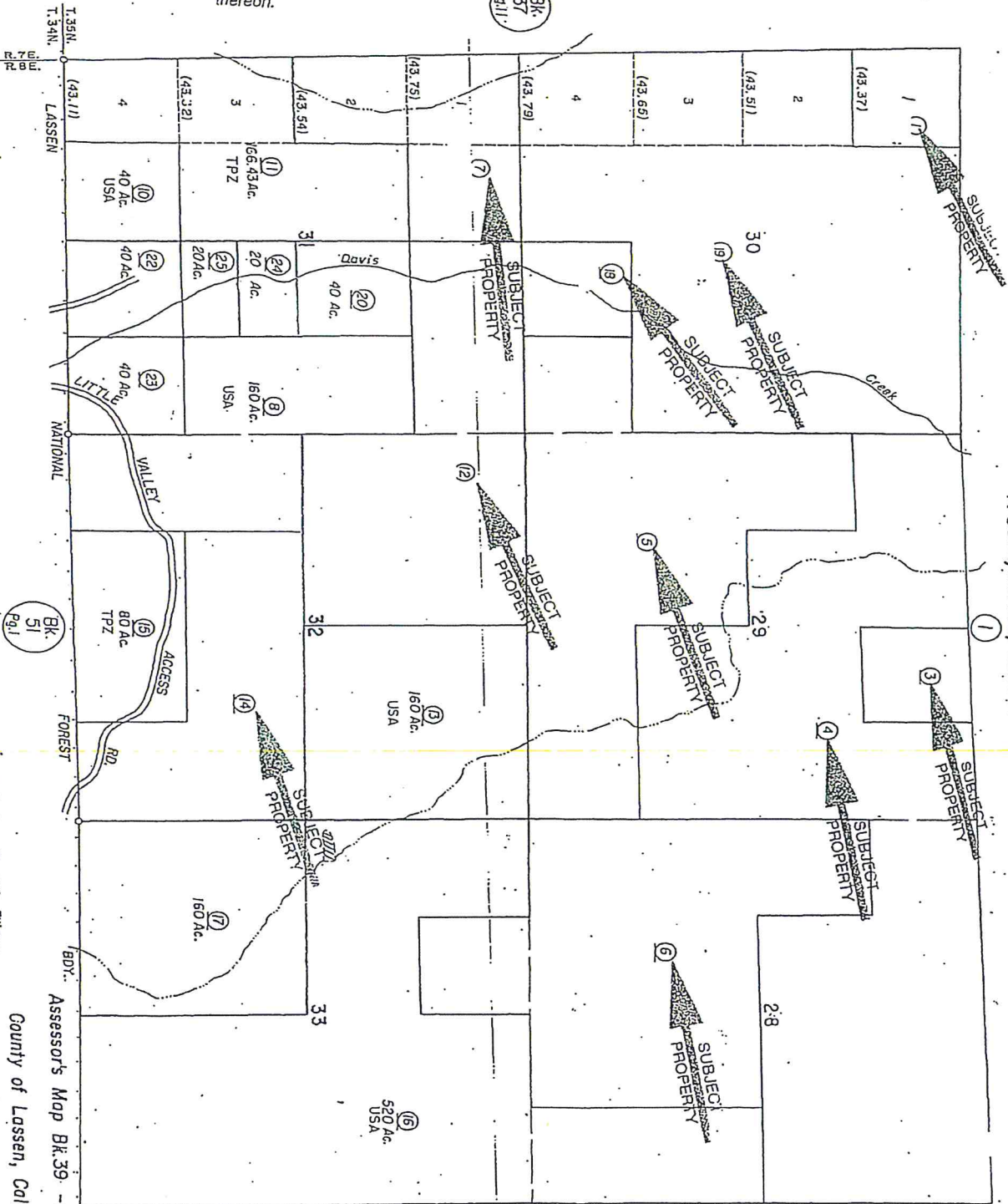


NOTE - Assessor's Block Numbers Shown in Ellipses.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Acreage listed is prepared and checked with available information and is for Assessor's Office use only.

Bk. 37
Pg. 11



T. 35N., R. 8E., M.D. B. & M.

39-05

37

48

Bk. 51
Pg. 1

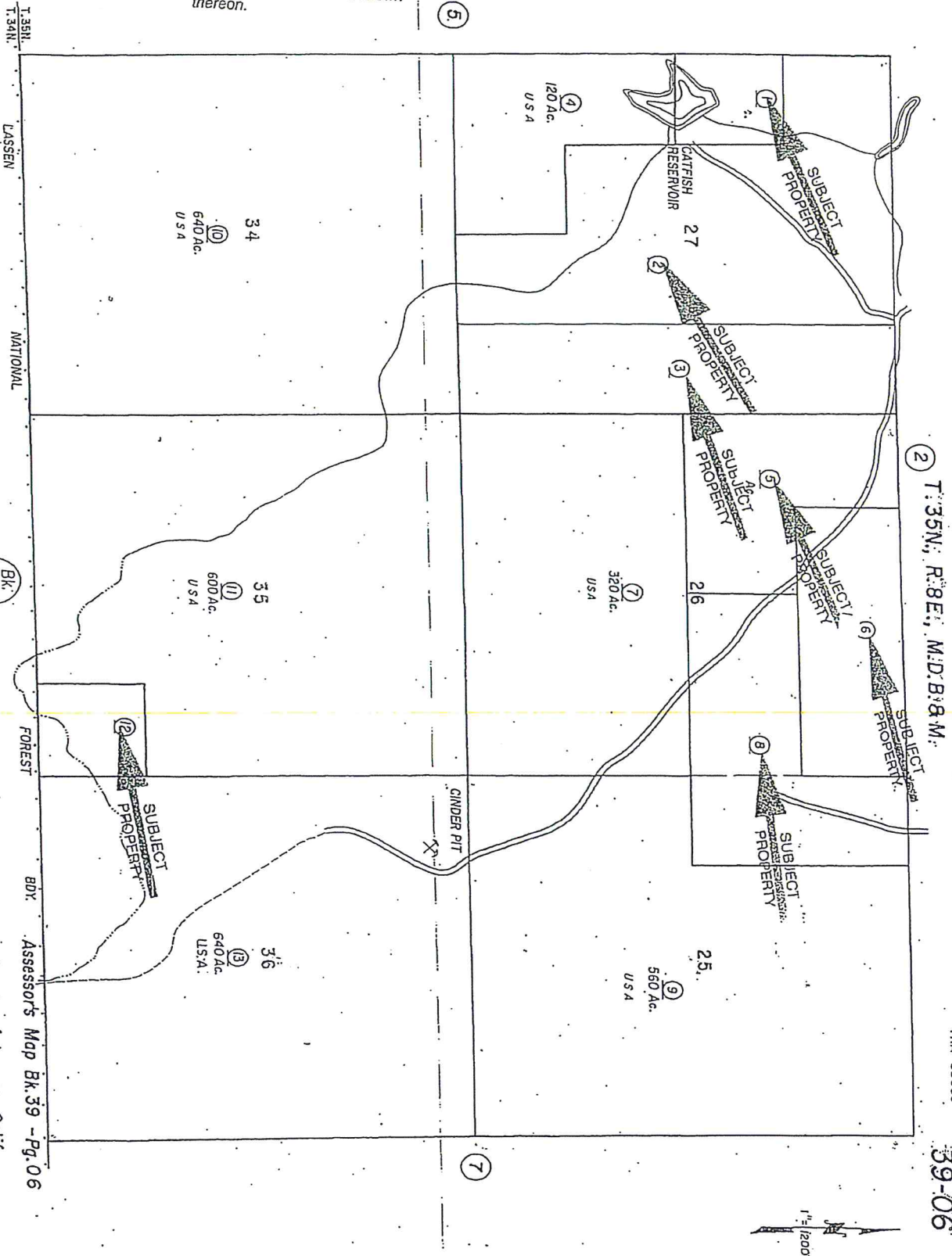
NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

County of Lassen, Calif.

Assessor's Map Bk. 39 - Pg. 05

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Acreage listed is prepared and checked with available information and is for Assessor's Office use only.

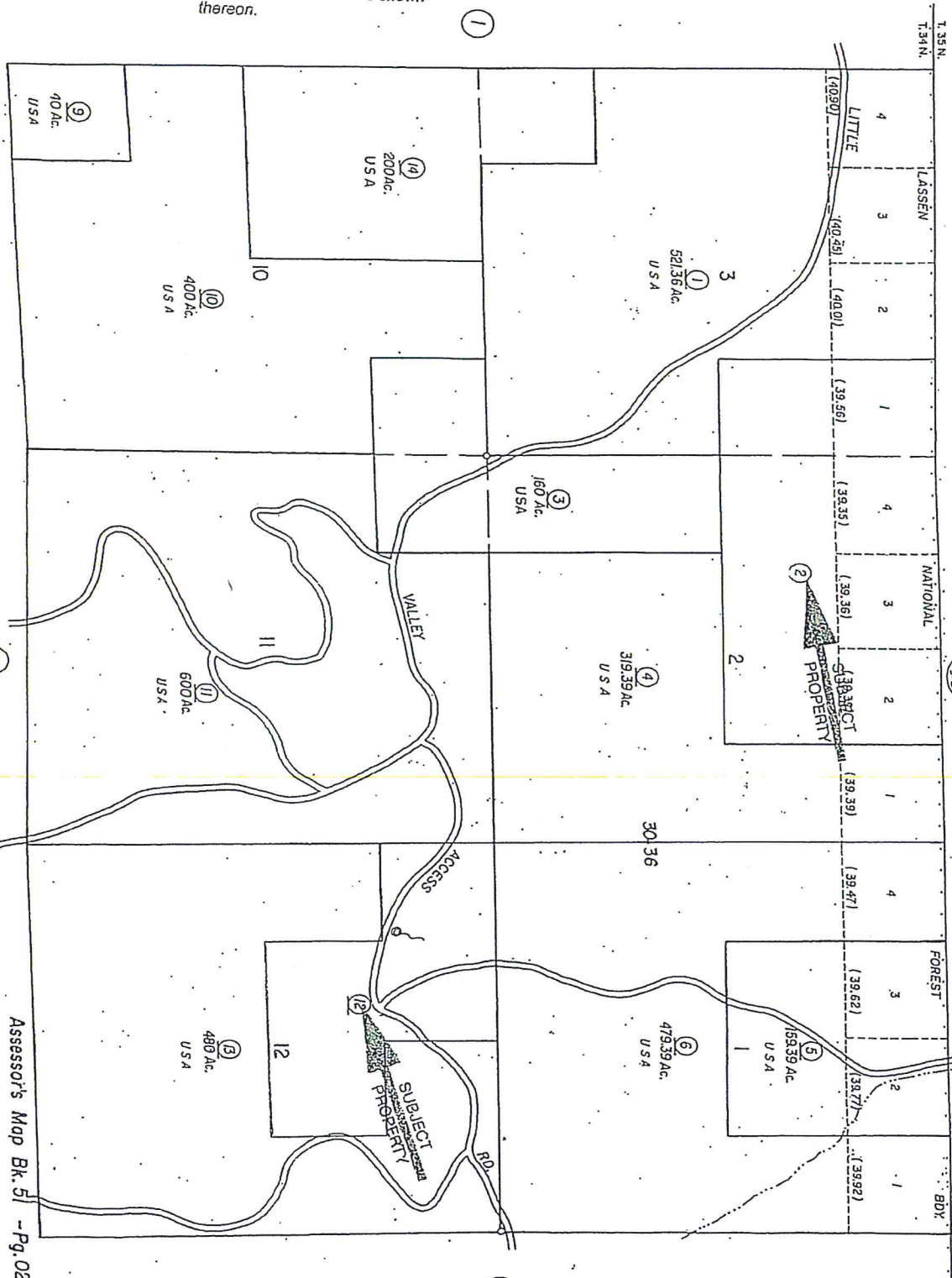


Acres listed is prepared and checked with available information and is for Assessor's Office use only.



Assessor's Office use only.
 With available information and is for
 Assessor's Office use only.

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 the land depicted. Except to the extent a policy of title
 insurance is expressly modified by endorsement, if any,
 the Company does not insure dimensions, distances,
 location of easements, acreage or other matters shown
 thereon.



T. 34 N., R. 8 E., M. D. B. 8 M.

Bk. 39
 Pg. 6

R. 8 E.
 R. 9 E.

51-02

RS MAP BK. 30 PG. 36-40 USDA FOREST SERVICE

NOTE - Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.

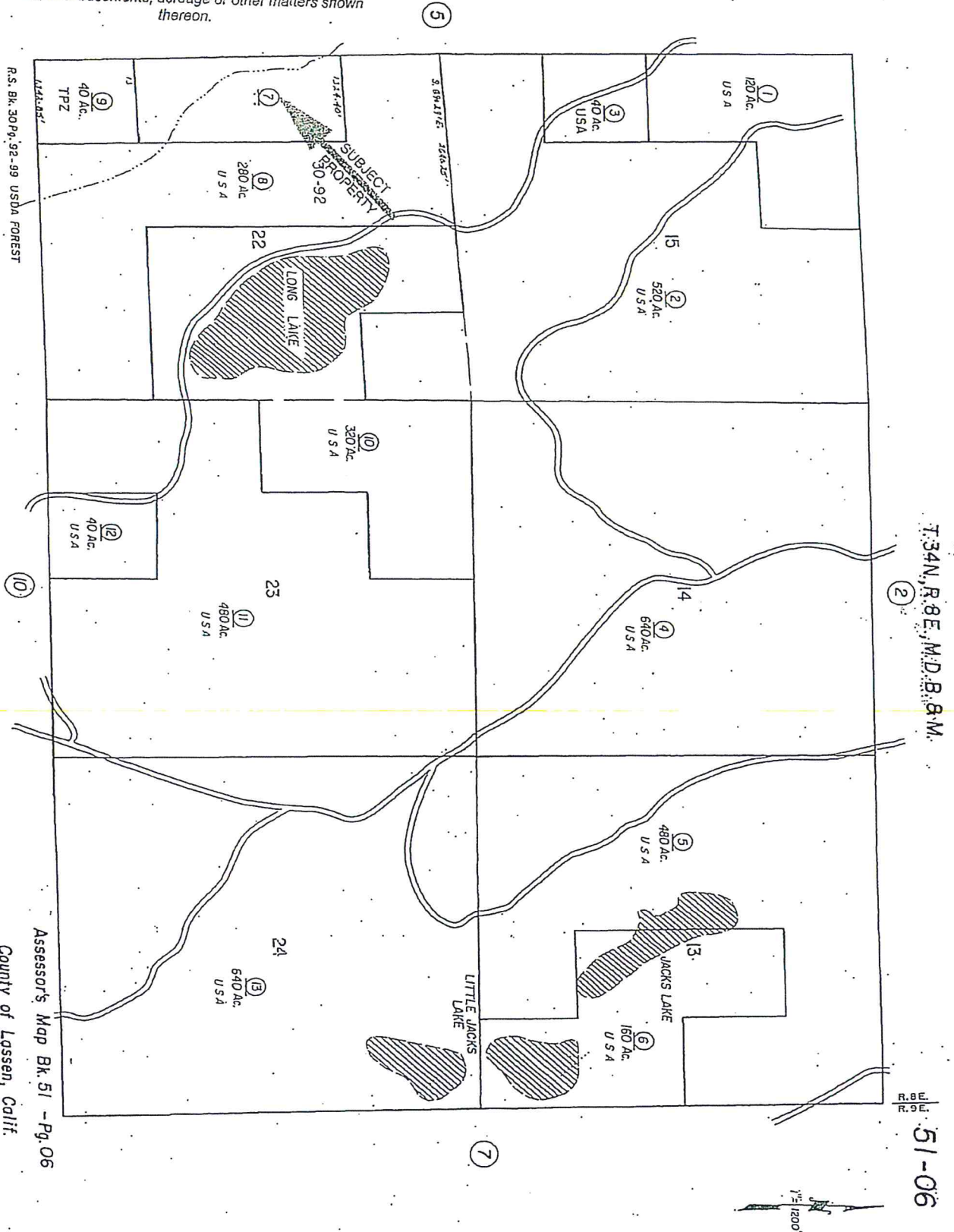
Assessor's Map Bk. 51 - Pg. 02
 County of Lassen, Calif.

Message listed as prepared and checked with available information and is for Assessor's Office use only.



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Acreage listed is prepared and checked with available information and is for Assessor's Office use only.



NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

R. 8 E.
R. 9 E.
51-06

Bk. 25
Pg. 12

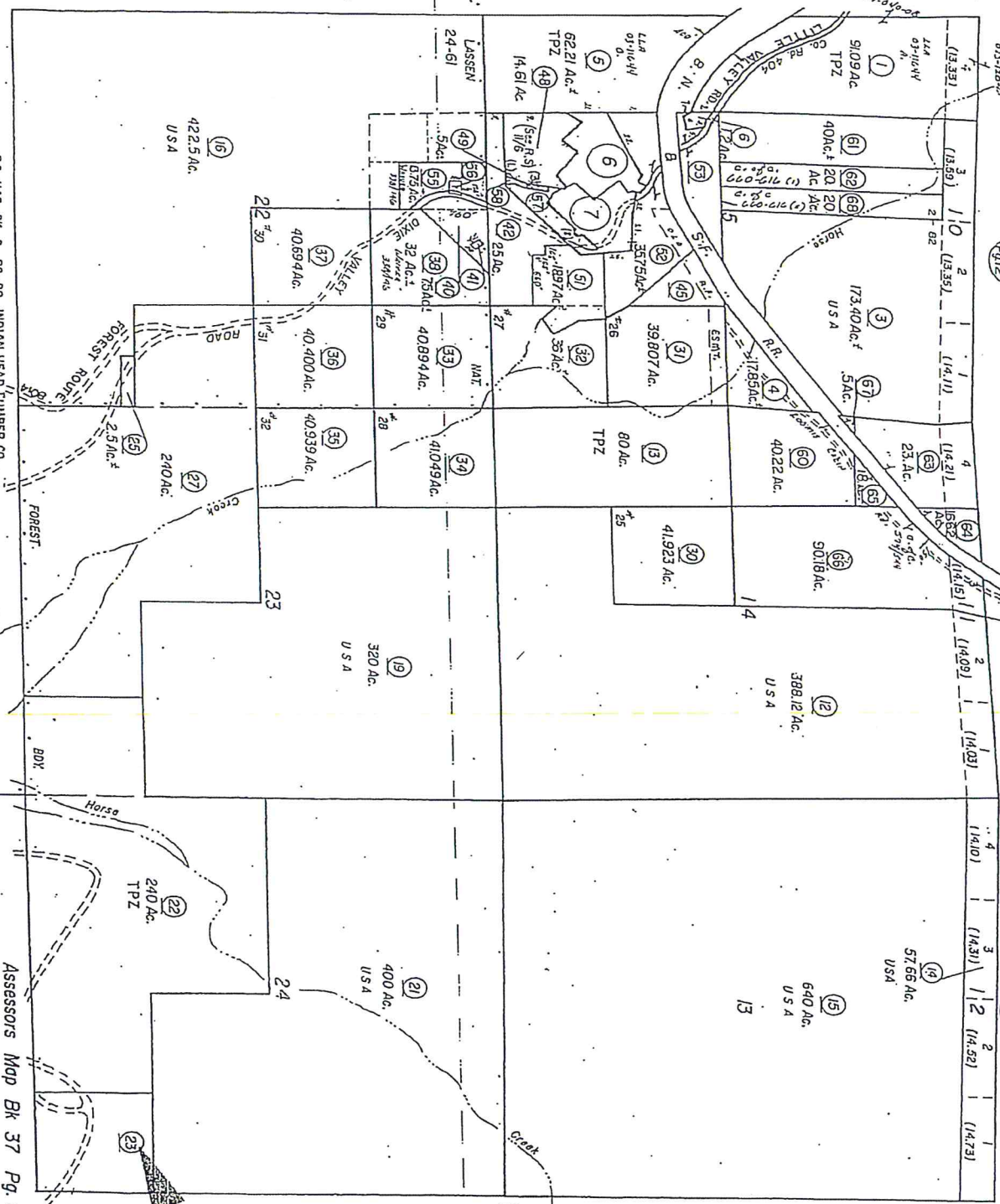
T 35 N., R 7 E., MDB 8 M

Bk. 25
Pg. 17

37-05

4

Bk. 39
Pg. 1



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, the Company does not insure dimensions, location of easements, acreage or other conditions thereon.

R.S. MAP Bk. 2, Pg. 82 INDIAN HEAD TUNER CO.
R.S. MAP Bk. 8, Pg. 5 LITTLE VALLEY RANCH UNIT NO. 2
R.S. MAP Bk. 11, Pg. 6 HINDS ET AL.
R.S. MAP Bk. 19, Pg. 27 CITIZENS UTILITIES
R.S. MAP Bk. 24, Pg. 61 LASSEN NAT. FOREST

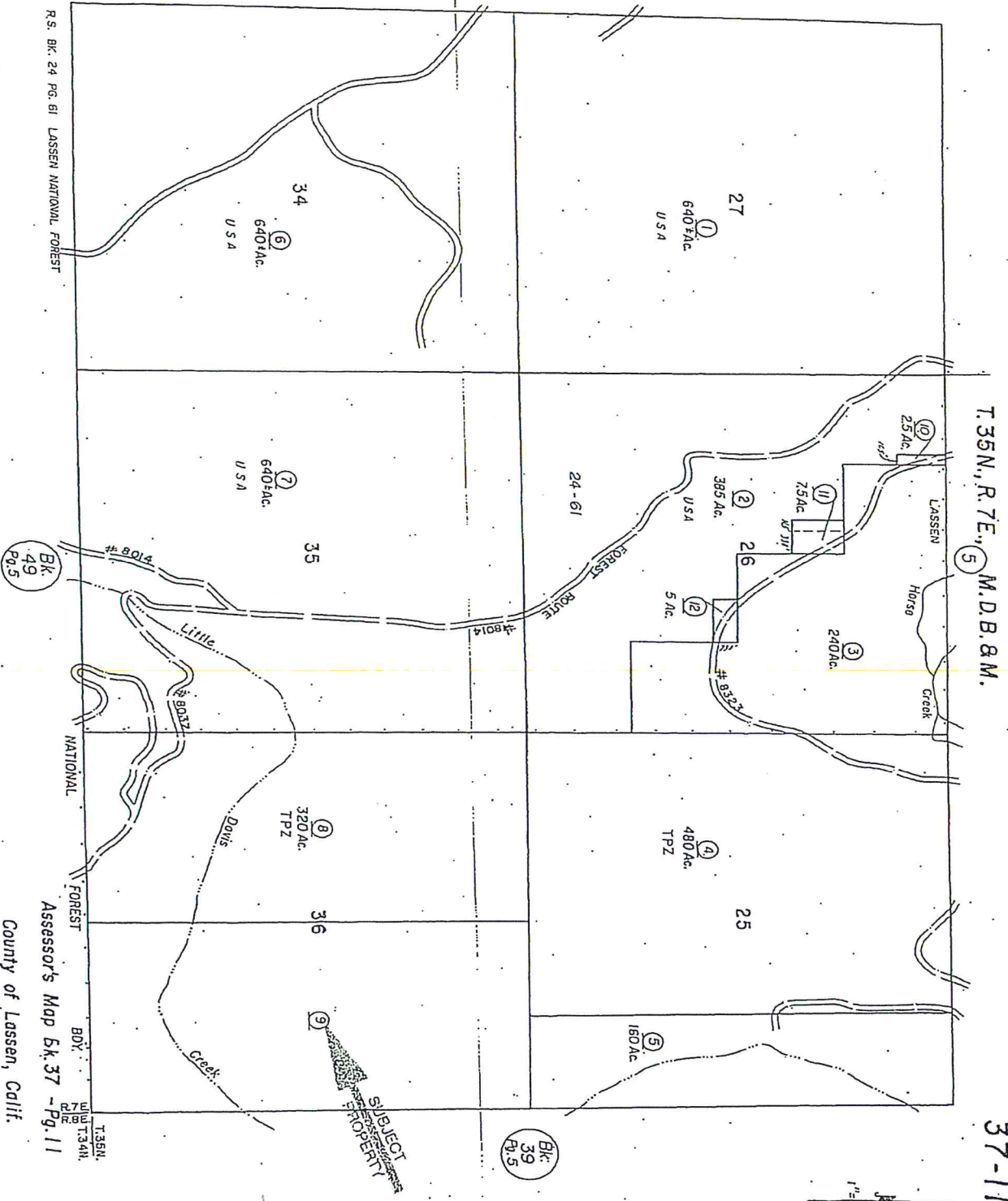
NOTE- Assessors Records Shown in Circles

Assessors Map Bk 37 Pg. 05

County of Lassen, Calif.

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Acres listed is prepared and checked with available information and is for Assessor's Office use only.



T. 35N., R. 7E., M.D.B. & M.

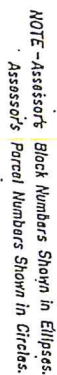
37-11

NOTE - Assessor's Block Numbers Shown in Ellipses.

Assessor's Map Bk. 37 - Pg. 11

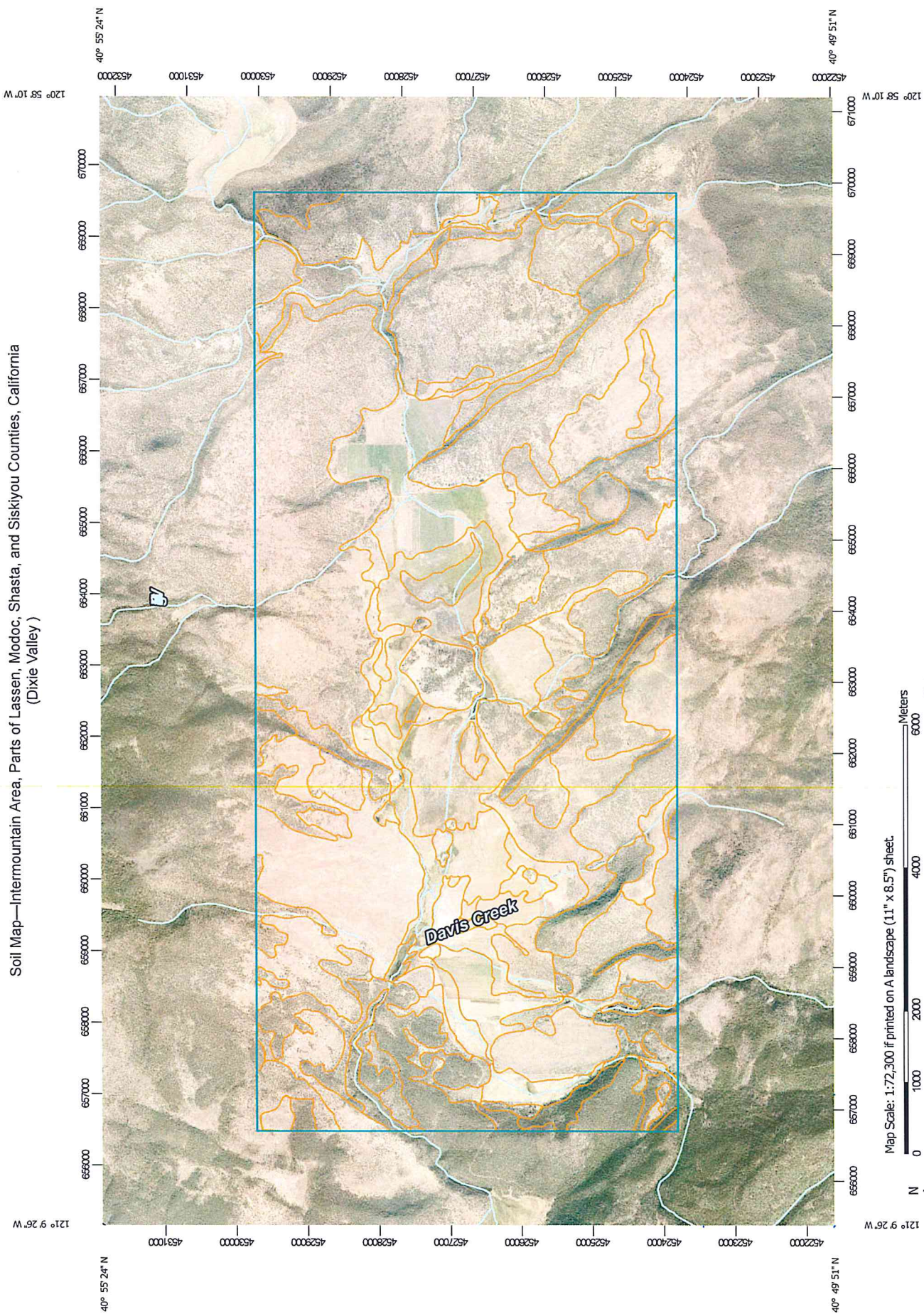
County of Lassen, Calif.

average listed as prepared as compared with information and is only.



Assessors' Map. Bk. 27 - Pg. 05
County of Lassen, Calif.

Soil Map—Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California
(Dixie Valley)



Map Scale: 1:72,300 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

Soil Map—Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California
(Dixie Valley)

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		Water Features
Blowout		Streams and Canals
Borrow Pit		Transportation
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		Background
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California
Survey Area Data: Version 10, Sep 12, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 12, 2010—Sep 14, 2010











































The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California (CA604)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
106	Badenaugh-Matquaw association, 2 to 15 percent slopes	377.5	2.0%
120	Bunselmeier very gravelly sandy loam, 15 to 30 percent slopes	85.7	0.4%
159	Dudgen-Graven complex, 0 to 5 percent slopes	145.8	0.8%
162	Esperanza loam, 0 to 2 percent slopes	478.9	2.5%
167	Fiddler-Whiting complex, 5 to 15 percent slopes	2,229.7	11.6%
168	Fiddler-Whiting complex, 15 to 30 percent slopes	252.9	1.3%
187	Hunsinger-Chirpchatter complex, 2 to 15 percent slopes	67.2	0.3%
188	Hunsinger-Chirpchatter complex, 15 to 30 percent slopes	105.2	0.5%
195	Jellico-Splawn complex, 15 to 30 percent slopes	293.1	1.5%
196	Jellico-Splawn complex, 30 to 50 percent slopes	20.5	0.1%
198	Jellycamp-Karcas-Longcreek complex, 2 to 15 percent slopes	38.4	0.2%
201	Jellycamp-Ollierivas complex, 2 to 9 percent slopes	300.1	1.6%
204	Jellycamp-Vansickle complex, very cobbly loam, 2 to 9 percent slopes	3,606.6	18.7%
210	Karcas-Cuppy complex, 2 to 15 percent slopes	2,981.2	15.5%
225	Lassen-Cuppy complex, 2 to 15 percent slopes	2,926.5	15.2%
234	Longbilly-Pit complex, 0 to 2 percent slopes	350.8	1.8%
235	Longcreek-Vansickle-Rock outcrop complex, 9 to 30 percent slopes	1,119.8	5.8%
274	Pastolla muck, 0 to 1 percent slopes	137.2	0.7%
279	Pit silty clay, drained, 0 to 2 percent slopes	1,510.8	7.8%

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California (CA604)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
280	Pit silty clay, frequently flooded, 0 to 1 percent slopes	825.9	4.3%
285	Pittville sandy loam, 15 to 30 percent slopes	12.6	0.1%
290	Ravendale silty clay, 0 to 2 percent slopes	233.2	1.2%
292	Ricketts-Orhood complex, 2 to 15 percent slopes	178.6	0.9%
294	Ricketts-Orhood complex, 30 to 50 percent slopes	82.4	0.4%
303	Rubble land-Rock outcrop complex, 30 to 75 percent slopes	98.3	0.5%
316	Stukel complex, 15 to 30 percent slopes	652.3	3.4%
397	Water	165.0	0.9%
Totals for Area of Interest		19,276.1	100.0%

MAP LEGEND

	Area of Interest (AOI)		Spill Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
	Special Point Features		Water Features
	Blowout		Streams and Canals
	Borrow Pit		Transportation
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow		Background
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California
Survey Area Data: Version 10, Sep 12, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 12, 2010—Sep 14, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California (CA604)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
106	Badenauagh-Matquaw association, 2 to 15 percent slopes	377.5	2.0%
120	Bunselmeier very gravelly sandy loam, 15 to 30 percent slopes	85.7	0.4%
159	Dudgen-Graven complex, 0 to 5 percent slopes	145.8	0.8%
162	Esperanza loam, 0 to 2 percent slopes	478.9	2.5%
167	Fiddler-Whiting complex, 5 to 15 percent slopes	2,229.7	11.6%
168	Fiddler-Whiting complex, 15 to 30 percent slopes	252.9	1.3%
187	Hunsinger-Chirpchatter complex, 2 to 15 percent slopes	67.2	0.3%
188	Hunsinger-Chirpchatter complex, 15 to 30 percent slopes	105.2	0.5%
195	Jellico-Splawn complex, 15 to 30 percent slopes	293.1	1.5%
196	Jellico-Splawn complex, 30 to 50 percent slopes	20.5	0.1%
198	Jellycamp-Karcil-Longcreek complex, 2 to 15 percent slopes	38.4	0.2%
201	Jellycamp-Ollierivas complex, 2 to 9 percent slopes	300.1	1.6%
204	Jellycamp-Vansickle complex, very cobbly loam, 2 to 9 percent slopes	3,606.6	18.7%
210	Karcil-Cuppy complex, 2 to 15 percent slopes	2,981.2	15.5%
225	Lassen-Cuppy complex, 2 to 15 percent slopes	2,926.5	15.2%
234	Longbilly-Pit complex, 0 to 2 percent slopes	350.8	1.8%
235	Longcreek-Vansickle-Rock outcrop complex, 9 to 30 percent slopes	1,119.8	5.8%
274	Pastolla muck, 0 to 1 percent slopes	137.2	0.7%
279	Pit silty clay, drained, 0 to 2 percent slopes	1,510.8	7.8%

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California (CA604)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
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285	Pittville sandy loam, 15 to 30 percent slopes	12.6	0.1%
290	Ravendale silty clay, 0 to 2 percent slopes	233.2	1.2%
292	Ricketts-Orhood complex, 2 to 15 percent slopes	178.6	0.9%
294	Ricketts-Orhood complex, 30 to 50 percent slopes	82.4	0.4%
303	Rubble land-Rock outcrop complex, 30 to 75 percent slopes	98.3	0.5%
316	Stukel complex, 15 to 30 percent slopes	652.3	3.4%
397	Water	165.0	0.9%
Totals for Area of Interest		19,276.1	100.0%

RESOLUTION NO. 12-050

RESOLUTION OF THE LASSEN COUNTY BOARD OF SUPERVISORS AMENDING THE POLICIES AND PROCEDURES FOR IMPLEMENTING THE CALIFORNIA LAND CONSERVATION ACT OF 1965 (WILLIAMSON ACT) IN LASSEN COUNTY

WHEREAS, the California Legislature adopted the Land Conservation Act (Williamson Act) in 1965 to encourage preservation of limited supplies of agricultural land in the state. The Act provides a potential tax incentive to owners to maintain their land in agricultural production through contracts between the owner and the County; and

WHEREAS, the Williamson Act enforceably restricts the use of land under contract to commercial agriculture and compatible uses; and

WHEREAS, Government Code Section 51257 is ambiguous regarding the requirements for new Williamson Act contracts with lot line adjustments, and should be clarified as to how it will be applied in Lassen County; and

WHEREAS, with regard to minimum acreage for a contract, Government Code Section 51222 provides that the state shall presume that parcels are large enough to sustain their agricultural use, and thereby qualify for a Williamson Act contract if they are at least ten (10) acres in size for prime agricultural land and at least forty (40) acres in size for non-prime land; and

WHEREAS, until 2009, the State made "subvention" payments to local governments (pursuant to Open Space Subvention Act, enacted on January 1, 1972) in order to provide for the replacement of local property tax revenue foregone as a result of participation in the California Land Conservation (Williamson Act). Since 2009 nearly all funding for Williamson Act has been removed from the state budget; and

WHEREAS, the Board has held multiple public meetings and hearings to discuss appropriate action for Lassen County to take as a result of the States failure to fund the program; and

WHEREAS, the Board has on multiple occasions requested input regarding appropriate Board action to the state's failure to fund the program from the Lassen County Farm Bureau, Cattlemen's Association, and others; and

WHEREAS, The Policies and Procedures adopted by this resolution replace those Policies and Procedures adopted by the Board of Supervisors through Board Resolution Number 06-068 on September 12, 2006.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board of Supervisors does hereby amend the policies and procedures for administration and implementation of the Williamson Act Program in Lassen County attached hereto as Exhibit A, and incorporates the following findings as the basis for these policies and procedures:

- a) Agricultural production is and will remain a principle land use in Lassen County.
- b) Agricultural production on lands within Lassen County constitutes an important physical, social, aesthetic and economic asset to the county.
- c) In addition to a range of economically important commodities, agricultural land provides open space and scenic values, wildlife habitat and land stewardship, and contributes significantly to the county's rural character.
- d) Properties which are not in compliance with the Act and/or contract provisions jeopardize the viability of the program within the county.


THE FOREGOING RESOLUTION was adopted at a regular meeting of the Lassen County Board of Supervisors on the 9th day of October, 2012, by the following vote:

AYES: Supervisors Dahle, Chapman, Wosick

NOES: None


ABSTAIN: None

ABSENT: Supervisors Pyle, Hanson



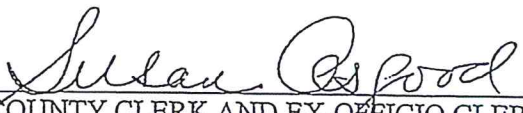
Brian Dahle, Chairman
Lassen County Board of Supervisors

ATTEST:



Susan Osgood, Deputy Clerk of the Board

I, SUSAN OSGOOD, Deputy Clerk of the Board of Supervisors, County of Lassen, do hereby certify that the foregoing resolution was adopted by the Lassen County Board of Supervisors on the 9th day of October, 2012.



COUNTY CLERK AND EX-OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

EXHIBIT A

LASSEN COUNTY POLICIES AND PROCEDURES FOR ADMINISTRATION OF THE
LAND CONSERVATION ACT OF 1965 (WILLIAMSON ACT)

1. Establishing or Modifying an Agricultural Preserve; or Entering into or Modifying a Williamson Act Contract
 - a. To enter into a Williamson Act contract, the land must first be in a qualifying agricultural zoning district (E-A, Exclusive Agriculture; U-C, Upland Conservation; or U-C-2, Upland Conservation/Resource Management) and must be in an Agricultural Preserve.
 - b. Application(s) to rezone land to a qualifying agricultural zone and to establish or modify an agricultural preserve, and/or enter into or modify a Williamson Act contract shall be filed with the Lassen County Planning and Building Services Department on forms provided by that Department and shall include at least the following (additional information may be required):
 - Name(s) of Landowner(s) of record
 - Location of property, including maps depicting the location and boundaries of all affected lands
 - Complete legal description of all lands to be placed in agricultural preserve and contract
 - The total size of the affected property
 - Details regarding the agricultural commodity(ies) produced on the property, and any proposed compatible land uses
 - All additional information required for processing, as determined by the Planning and Building Services Department.
 - c. Applications shall be accompanied by the appropriate fee(s) established by the Board of Supervisors.
 - d. Applications for new or modified agricultural preserves and contracts shall be reviewed by the Lassen County Land Conservation Committee to determine eligibility. The Committee will forward its recommendation to the Planning Commission and Board of Supervisors.
 - e. The Planning Commission will hold a public hearing to consider the application(s) as required by zoning regulations, and shall forward its recommendation to the Board of Supervisors. The Board will hold its own public hearing and will consider the Planning Commission and Land Conservation Committee findings and recommendations, and shall determine whether or not all criteria have been met for an agricultural preserve and render its decision on the application(s).
 - f. After formation of the agricultural preserve, the applicant is eligible to be offered a Williamson Act contract which, when signed by the County and the Landowner, is binding upon the land for terms of at least ten (10) years, or twenty (20) years in the case of a

Farmland Security Zone. During the term of the contract uses of the land are enforceably restricted by the provisions of the zoning ordinance, the contract and the Williamson Act.

g. Except as provided in subsection 1(i), in the minimum acreage required to be eligible to enter into an agricultural preserve in Lassen County shall be 100 acres of Class I soils or Class I equivalent soils, using the Natural Resources Conservation Service Land Classification System, as prescribed in Lassen County Resolution No.1924, and summarized below.

NRCS Soil Class	Acres Required for 1 Acre of Class I Equivalent
I	1
II	1
III	2
IV	4
V	6
VI	6
VII	10
VIII	20

h. Except as provided in subsection 1(i), the minimum acreage to be eligible to remain in or enter or into a Williamson Act contract in Lassen County shall be one of the following:

a. One hundred (100) acres of NRCS Class I through V soils with a functioning irrigation system (functioning irrigation system means an adequate and available water source and delivery system). Said irrigation system must be capable of delivering an adequate and available water source to a minimum of 100 acres to qualify under this provision; or

b. Four hundred (400) acres of dry (no irrigation) or partially irrigated land.

i. The Board of Supervisors may establish agricultural preserves on less acreage than prescribed in 1(g) in accordance with Government Code Section 51230, and may enter into Williamson Act contracts on less acreage than prescribed in 1(h), except that in no case shall an agricultural preserve be established or a contract be offered on acreage less than is presumed by the state to be large enough to sustain its agricultural use (GC §51222).

2. Boundary Adjustments, Division or Transfer of Property under Williamson Act Contract.

a. No ownership that meets the minimum county acreage standard for a contract before lot line adjustment shall, as a result of adjustment, become substandard.

b. Lot Line Adjustments shall be considered by the Technical Advisory Committee (TAC) pursuant to the County Code. Any Lot Line Adjustment approved by the TAC on

lands under contract shall be conditioned upon the Board of Supervisors making the required findings in accordance with Government Code Section 51257. Prior to consideration by the Board of Supervisors, any Lot Line Adjustment that affects one or more Williamson Act Contracts shall first be reviewed by the Lassen County Land Conservation Committee, which shall forward its findings and recommendations to the Board of Supervisors.

c. An application to divide land under Williamson Act contract may be considered by the County in accordance with the County Subdivision Ordinance and the Subdivision Map Act, provided that each of the proposed parcels after division must meet the parcel size requirements of the Zoning Code and the County's minimum acreage standard for a Williamson Act contract.

d. Where a land division or lot line adjustment would result in separate ownerships under a single contract, a new contract for each newly created or adjusted parcel (or ownership) may be required as a condition of Tentative Map, Parcel Map or Lot Line Adjustment approval. For Lot Line Adjustments the following general guidelines will apply, subject to case by case review:

- i) Where a lot line adjustment involves parcels located entirely within a single contract under one ownership, new contracts will not be required;
- ii) Where a lot line adjustment involves parcels under two or more separate contracts and/or two or more ownerships, new contracts may be required;
- iii) Where a lot line adjustment results in lands not under contract being added to lands under contract, new contracts will be required as necessary to include the new land.

e. Except as provided in Government Code §51230.1, §51230.2, and as may otherwise be allowed with a binding Joint Management Agreement, no parcel or group of parcels that make up a "substandard portion" of land under contract may be divided and/or sold separately from the remaining lands under contract. As used here "substandard portion" means a parcel or group of contiguous parcels that do not collectively meet the minimum county acreage standard for a contract as established in Policy 1(h), above.

f. The provisions of County Code Section 18.108.250 "Segregation of Homesites in Agricultural Zones," may apply to lands under Williamson Act contract only if the segregated homesite meets the minimum acreage of ten (10) acres of prime land and forty (40) acres of non-prime land, or is subject to a binding Joint Management Agreement with adjoining land under contract, where the segregated homesite parcel and the adjoining lands collectively meet the County's minimum acreage requirement for a contract.

g. A notice on nonrenewal shall be filed on any contract that enters or has entered into a conservation easement. By August 31 of each year the County Assessor shall provide information to the Planning and Building Services Department necessary to allow recordation of said notice of nonrenewal. The Planning and Building Services Department shall record a notice of nonrenewal for all the parcels so identified by October 31 of that year. If for any reason said notice is not recorded in the year it was discovered that there is a conservation

easement on all or a portion of the restricted lands, said notice shall be recorded the following year.

h. A notice on nonrenewal shall be filed on any contract lands that are sold or otherwise transferred and result in a "substandard portion." By August 31 of each year the County Assessor shall provide information to the Planning and Building Services Department necessary to allow recordation of said notice of nonrenewal. The Planning and Building Services Department shall record a notice of nonrenewal for all the parcels so identified by October 31 of that year. If for any reason said notice is not recorded in the year it was discovered that there is a conservation easement on all or a portion of the restricted lands, said notice shall be recorded the following year.

3. Residential, Commercial and Industrial Structures on Property under Williamson Act Contract

a. On land under contract that meets or exceeds the county minimum acreage for a contract, one single family residence that is consistent with the Williamson Act may be permitted. Other residential structures, including additional dwellings, attached units such as a duplex, or a dormitory or bunkhouse for employee housing, may be approved upon securing a Certificate of Conditional Use, Use Permit, or other permit as required by the zoning code.

b. On land under contract that is less than the county minimum acreage for a contract, all residential development will be subject to discretionary review and approval. The County may also consider non-renewal of the contract on such lands.

c. On lands under contract, structures that would otherwise not be permitted without existing commercial agriculture (e.g., barn, equipment storage, residence), may, on a case by case basis, be considered for approval concurrently with the establishment of the commercial agricultural operation, provided that the combined floor area of all proposed structures is under 2,500 square feet; the property meets the county minimum acreage for a contract; and a Certificate of Conditional Use specifying the type and extent of commercial agriculture proposed and a timeline for establishment, is first secured.

d. No new structures shall be permitted on lands under Williamson Act contract unless they are directly related to, or are incidental to, on site commercial agriculture or other compatible use(s).

4. Definition of Agriculture for Williamson Act Purposes

Agriculture or Commercial Agriculture. As used in relation to the Williamson Act, the terms "agriculture" and "commercial agriculture" shall mean the use of land for the production of agricultural commodities (i.e., crops or livestock produced for food, fiber, flowers, fuel and oils) principally for sale to others.

5. Definition of "Contract" for Lassen County Williamson Act Purposes.

Contract. As used in relation to the Williamson Act, the term "contract" shall mean the contract actually entered into by the Board of Supervisors and a property owner. If the original contract is not owned by a single property owner or group of property owners, "Contract" shall also mean an "inured contract," which is defined as a portion of one or more prior contracts now owned by a unique property owner or group of property owners.

Last Revised 9-4-12 by gfn



REZONE APPLICATION

FILING FEE: \$754
DEPARTMENT OF PLANNING AND BUILDING SERVICES
707 Nevada Street, Suite 5 · Susanville, CA 96130-3912
(530) 251-8269 · (530) 251-8373 (fax)
www.co.lassen.ca.us

RECEIVED

APR 26 2017

Lassen County Department of
Planning and Building Services

Form must be typed or printed clearly in black or blue ink. All sections must be completed in full.

This application consists of one page; only attach additional sheets if necessary.

FILE NO. **RZ#2017-003**

Property Owner/s	Property Owner/s
Name: Nobmann Dixie Valley Ranch, LLC	Name:
Mailing Address: 855 Lakeville Street Suite 200	Mailing Address:
City, ST, Zip: Petaluma CA 94952	City, ST, Zip:
Telephone: 707-206-4044 Fax:	Telephone: Fax:
Email: wendy@absconstruct.com	Email:

Applicant/Authorized Representative*	Agent (Land Surveyor/Engineer/Consultant)
Same as above: <input type="checkbox"/>	Correspondence also sent to: <input type="checkbox"/>
Name:	Name:
Mailing Address:	Mailing Address:
City, ST, Zip:	City, ST, Zip:
Telephone: Fax:	Telephone: Fax:
Email:	Email: License #:

Project Address or Specific Location			
Deed Reference: Book:	Page:	Year:	Doc#:
Zoning: U-C-2		General Plan Designation: Agricultural	
Parcel Size (acreage): 12K		Section:	Township: Range:

Assessor's Parcel Number(s):	-See attached-	-	-
-	-	-	-

Present Zoning: U-C-2	Proposed Zoning: E-A-A-P
General Plan Amendment Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	General Plan Amendment Submitted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *Staff Initial: KM
Project Description: Proposal to rezone 12,093 acres that includes 57 parcels to (E-A-A-P). The properties proposed to be under contract are all agricultural lands used for cattle grazing and hay production	

SIGNATURE OF PROPERTY OWNER(S): I HEREBY ACKNOWLEDGE THAT: I have read this application and state that the information given is both true and correct to the best of my knowledge. I agree to comply with all County ordinances and State laws concerning this application. <i>Lee P. Holmann</i> Date: 4/17/17 Date:	*SIGNATURE OF APPLICANT/AUTHORIZED REPRESENTATIVE (Representative may sign application on behalf of the property owner only if Letter of Authorization from the owner/s is provided). <i>Lee P. Holmann</i> Date: 4/17/17 Date:
---	---

RESOLUTION NO. 6-05-17

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE REZONE
APPLICATION #2017-003, AND ADOPT AN ORDINANCE EFFECTING THE
REZONE.

WHEREAS, the Planning Commission of Lassen County, after due notice, and public hearing conducted June 7, 2017, has considered Rezone Application #2017-003, filed by Nobmann Dixie Valley Ranch, LLC, to enter 37 parcel numbers in Lassen County totaling approximately 10,073.67 acres, in to an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract on approximately 10,073.67 acres; rezone of said lands is from U-C-2 (Upland Conservation Resource Management District) to E-A-A-P (Exclusive Agriculture, Agricultural Preserve Combining District)

After the Planning Commission has made a recommendation in regard to the rezone, the Board of Supervisors will consider placing the subject properties into an agricultural preserve and entering the same lands into a Williamson Act Contract. This rezone application, if approved, would make the zoning consistent with that required by Lassen County Policies and Procedures for Williamson Act contracts (Resolution No. 12-050); and

WHEREAS, the Board of Supervisors will consider the placement of the subject property in to an Agricultural Preserve and entering of this land into a Williamson Act Contract at a future date; and

WHEREAS, the Land Conservation Committee has determined that the subject lands meet the minimum qualifications to be placed into an agricultural preserve; and

WHEREAS, the Environmental Review Officer of the County of Lassen has determined that this proposal is exempt from the California Environmental Quality Act under Section 15317, class 17 of the Guidelines.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Planning Commission finds as follows:
 - a. That rezoning the subject parcels from "U-C-2" to "E-A-A-P" is consistent with the "Extensive Agriculture" land use designation and all applicable goals and policies set forth in the Lassen County General Plan.
 - b. The proposed project is exempt from the provisions of the California Environmental Quality Act under Section 15317, class 17 of the guidelines.

- c. The project site is physically suitable for the uses allowed within the "A-P" District.
- d. The rezoning of the subject properties to "E-A-A-P" will not adversely affect the health, welfare, and safety of the public.

Based on the foregoing, the Planning Commission hereby makes the following recommendations to the Lassen County Board of Supervisors:

- 1. That the Board of Supervisors adopts findings (a) through (d) as set forth above.
- 2. That the Board of Supervisors approve Rezone Application #2017-003 and adopt an ordinance rezoning the subject properties from "U-C-2" to "E-A-A-P".

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the County of Lassen, State of California, on the 7th day of June, 2017, by the following vote:

AYES: Commissioners Solomon, Herman, Meyer and Purdy

NOES: None

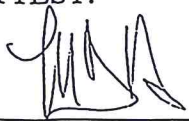
ABSTAIN: None

ABSENT: None


Chairman
Lassen County Planning

Commission

ATTEST:


Maurice L. Anderson, Secretary
Lassen County Planning Commission

UNAPPROVED MINUTES
LASSEN COUNTY LAND CONSERVATION COMMITTEE
May 22, 2017

The Committee convened at 9:00 a.m. in the Board of Supervisor Chambers, 707 Nevada Street, Susanville, CA. Committee members County Farm Advisor David Lile, Board of Supervisor member Jeff Hemphill (Dist. 3), Director Maurice Anderson, present. Also present were Planning and Building Services Department staff; and Recording Secretary Brooke Suarez. Agricultural Commissioner Craig Hemphill and Assessor Dan Schlueter were absent.

(Note: The following is summary minutes of this meeting and is not a transcript. Contact the Planning and Building Services Department {530} 251-8269 to determine if an audio recording is available.)

MATTERS INITIATED BY THE GENERAL PUBLIC:

None

The following are excerpts from the above referenced meeting.

AGRICULTURAL PRESERVE #2017-002 AND REZONE #2017-003, NOBMANN DIXIE VALLEY RANCH, LLC. The Land Conservation Committee will consider an application by Nobmann Dixie Valley Ranch, LLC, requesting to rezone and enter lands within Lassen County into a new Land Conservation (Williamson Act) contract. If approved the contract would affect 37 parcel numbers, and approximately 10,393.67 acres of contiguous, partially irrigated land (500 acres). Assessor's Parcel Numbers: 039-010-03, 039-010-04, 039-010-06, 039-010-07, 039-010-08, 039-010-09, 039-010-10, 039-020-03, 039-020-06, 039-020-08, 039-020-09, 039-020-10, 039-020-11, 039-030-04, 039-030-06, 039-030-09, 039-030-12, 039-050-01, 039-050-03, 039-050-04, 039-050-05, 039-050-06, 039-050-07, 039-050-12, 039-050-14, 039-050-18, 039-050-19, 039-060-01, 039-060-02, 039-060-03, 039-060-05, 039-060-06, 039-060-08, 039-070-02, 039-070-04, 037-050-23, and 037-110-09 are all zoned U-C-2 (Upland Conservation/Resource Management), and are designated Extensive and Intensive Agriculture by the *Lassen County General Plan, 2000*. The project site is located Little Valley CA, 12 miles south of Highway 299, and approximately 55 miles north west of Susanville CA. Kelly Mumper, Assistant Planner, presented staff report and power point presentation.

Director Maurice Anderson requested that staff Assistant Planner Kelly Mumper and Natural Resource Technician Nancy McAllister, speak to the applicants and explain that it would be in their best interest to remove their home site and any potential future home sites from the application. Mr. Anderson explained that the home site does not receive any tax benefit from the contract, but inure all the restrictions that go with it.

Motion:

It was moved by Supervisor Hemphill, seconded by Farm Advisor David Lile, and carried to adopt the findings contained in the packet, recommending that the subject lands contained in Ag. Preserve application #2017-003, Nobmann Dixie Valley Ranch, LLC, are eligible to be placed in an agricultural preserve and offered a land conservation (Williamson Act) contract. Director Maurice Anderson, Supervisor Jeff Hemphill, County Farm Advisor David Lile voted "Aye". Agricultural Commissioner Craig Hemphill and Assessor Dan Schlueter were absent.

There being no further business, the meeting adjourned at 9:30 a. m.

