

TABLE OF CONTENTS

BOARD OF SUPERVISORS MEETING September 26, 2017

FILE NUMBER: RZ#2017-004 & AA#2017-003
PROPERTY OWNER: Freitas Family Trust
(Norbert and Alice Freitas)
TYPE OF APPLICATION: Rezone and Williamson Act Contract

Board Letter	001
Site Map	002
Draft Resolution and Exhibit... ..	003
Draft Ordinance	006
Planning Commission Packet	009
Memo to the Land Conservation Committee (with Findings)	021
Agricultural Land Conservation Application #2017-003	029
Rezone Application #2017-004	030
Board Resolution No. 12-050	042
Planning Commission Recommendation (Resolution No. 6-04-17)	049
Land Conservation Committee Meeting Minutes	051



County of Lassen
Department of Planning and Building Services

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

September 15, 2017

Maurice L. Anderson, Director

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TO: Board of Supervisors
Agenda Date: September 26, 2017

Zoning & Building

Inspection Requests

Phone: 530 257-5263

FROM: Maurice L. Anderson, Director

M L Anderson

SUBJECT: Public Hearing: Rezone lands within Lassen County owned by the Freitas Family Trust 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 five assessor's parcels and approximately 796 acres of non-contiguous land. The project is exempt from CEQA under Section 15317 (class 17) of the Guidelines. (File RZ #2017-004 and AA #2017-003).

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 796 acres of property from U-C-2 to U-C-2-A-P; 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:

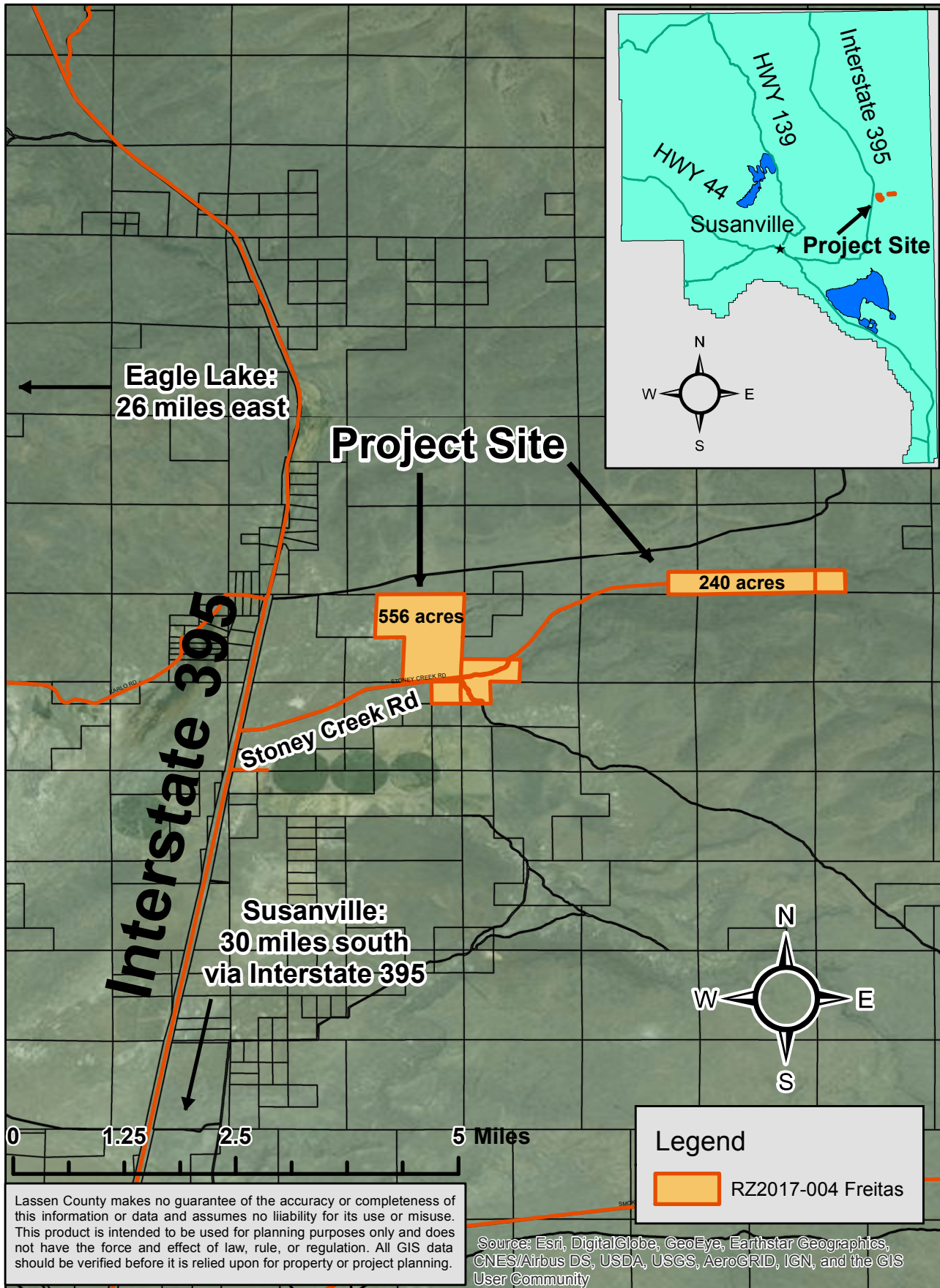
The applicant has proposed that the subject lands be rezoned into an A-P (Agricultural Preserve) Combining District and be entered into a Land Conservation Act (Williamson Act) contract.

On May 22, 2017, the Land Conservation Committee (LCC) met and considered Agricultural Preserve Application #2017-003 and Rezone Application #2017-004, 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 #2017-004 and recommended that the subject lands be rezoned from U-C-2 to U-C-2-A-P (see attached Resolution 6-04-17). 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 #2017-004, Freitas\BoS

Rezone #2017-004 Freitas Family Trust



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#2017-004 and AA#2017-003, FREITAS FAMILY TRUST)**

WHEREAS, the Freitas Family Trust as owner of certain agricultural lands located within the County of Lassen has applied or stated their intent to have the same placed into an agricultural preserve pursuant to law; and

WHEREAS, said owner desires to enter into a contract with the County of Lassen to limit the use of such land, in combination with adjacent lands currently in an Agricultural Preserve, 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 #2017-004 and recommended that the subject lands be rezoned from U-C-2 to U-C-2-A-P (Resolution No. 6-04-17).

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 the Freitas Family Trust, 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 26th day of September, 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 26th day of September, 2017.

Deputy Clerk of the County of Lassen Board of Supervisors

Exhibit "A"

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 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 1: Lots 1, 2, 3; the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and the SE $\frac{1}{4}$.

Parcel 2:

In Township 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 12: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

In Township 31 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 6: Lot 7; and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Section 7: Lot 1.

In Township 32 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 32: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Section 33: The S $\frac{1}{2}$ of the S $\frac{1}{2}$.

Section 34: The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Note: This legal description was obtained from a Lot Book Guarantee prepared by Chicago Title Insurance Company dated May 4, 2017. The Guarantee Number of said Lot Book Guarantee is FFHO-CTO170090L.

The legal description shown above has also been used in that certain Grant Deed recorded as Document Number 2014-03674 of the Official Records of Lassen County, California.



Don E. Willis 5

ORDINANCE NO. _____
(Freitas Family Trust)
File: RZ#2017-004

**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 26th day of September, 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 26th day of September, 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 156, 157 and 174, is hereby rezoned from U-C-2 to U-C-2-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 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 1: Lots 1, 2, 3; the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and the SE $\frac{1}{4}$.

Parcel 2:

In Township 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 12: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

In Township 31 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 6: Lot 7; and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Section 7: Lot 1.

In Township 32 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 32: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Section 33: The S ½ of the S ½.

Section 34: The SW ¼ of the SW ¼.

Note: This legal description was obtained from a Lot Book Guarantee prepared by Chicago Title Insurance Company dated May 4, 2017. The Guarantee Number of said Lot Book Guarantee is FFHO-CTO170090L.

The legal description shown above has also been used in that certain Grant Deed recorded as Document Number 2014-03674 of the Official Records of Lassen County, California.

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 #2017-004, Freitas\BoS

TABLE OF CONTENTS

PLANNING COMMISSION MEETING June 7, 2017

FILE NUMBER: 2017-004
PROPERTY OWNER: Freitas Family Trust
(Norbert and Alice Freitas)
TYPE OF APPLICATION: Rezone

Staff Report.....	001
Site Map.....	006
Draft Resolutions	007
Legal Description (Exhibit “A”).....	011
Land Conservation Committee Packet.....	012
Board Resolution 12-050	033

LASSEN COUNTY PLANNING COMMISSION
REZONE STAFF REPORT
June 7, 2017

FILE NUMBERS:	RZ 2017-004
PROPERTY OWNER(S):	Freitas Family Trust (Norbert & Alice Freitas)
TYPE OF APPLICATION:	Rezone
GENERAL LOCATION:	Litchfield
ASSESSOR'S PARCEL NUMBER(S):	083-090-08, 083-100-06-11, 093-050-07, 093-050-16, 095-010-05
CURRENT ZONING:	U-C-2 (Upland Conservation/Resource Management)
PROPOSED ZONING:	U-C-2-A-P (Agricultural Preserve Combining District)
GENERAL PLAN DESIGNATION:	"Extensive Agriculture"
ENVIRONMENTAL DOCUMENT:	Exempt (see discussion)
ASSIGNED STAFF:	Nancy McAllister, Natural Resources Technician

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 Planning Commission	Rezone Recommendation
Lassen County Board of Supervisors	Rezone and Contract Approval

PROJECT DESCRIPTION:

The applicant proposes to rezone 5 assessor's parcels into an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract to encompass approximately 796 acres of noncontiguous land (see Exhibit "A").

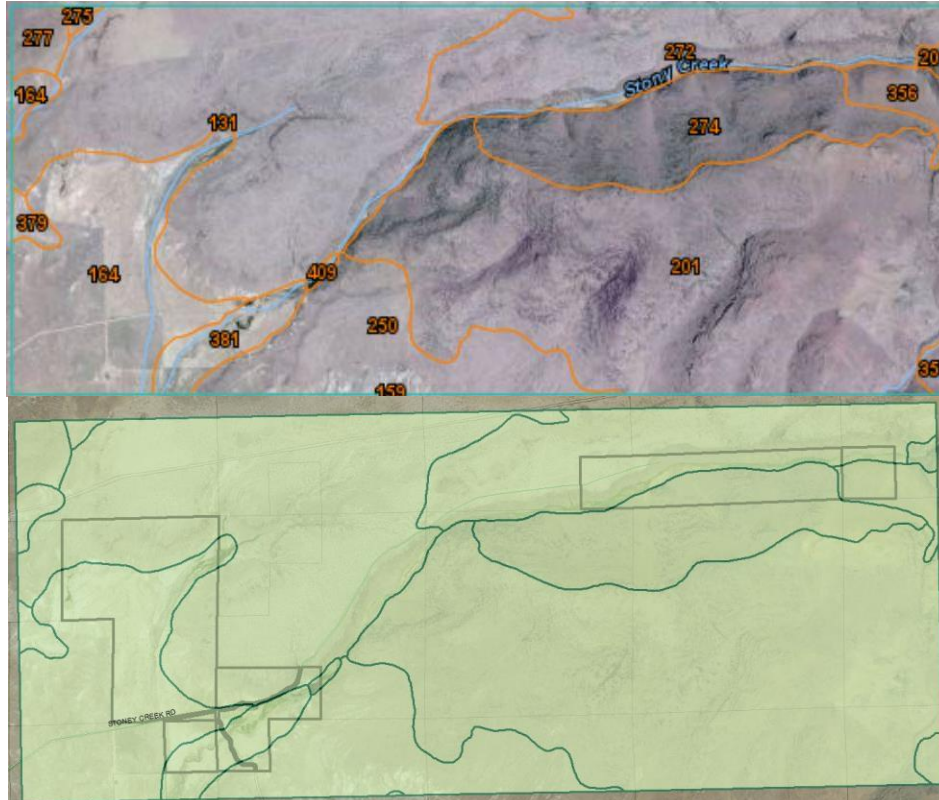
After the Planning Commission has made a recommendation regarding the rezone, the Board of Supervisors will consider placing the subject properties into an agricultural preserve and entering the same lands into a Williamson Act Contract. This rezone application, if approved, would make the zoning consistent 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 9, 2017 demonstrates that the soil conditions at the project site fall just short of the requirements to enter Agricultural Preserve (100 acres of Class I soils or Class I equivalent soils). The NRCS Functional Classification at the site ranges from Class VI to Class VII (nonirrigated), with approximately 87 acres of Class I equivalent soils.

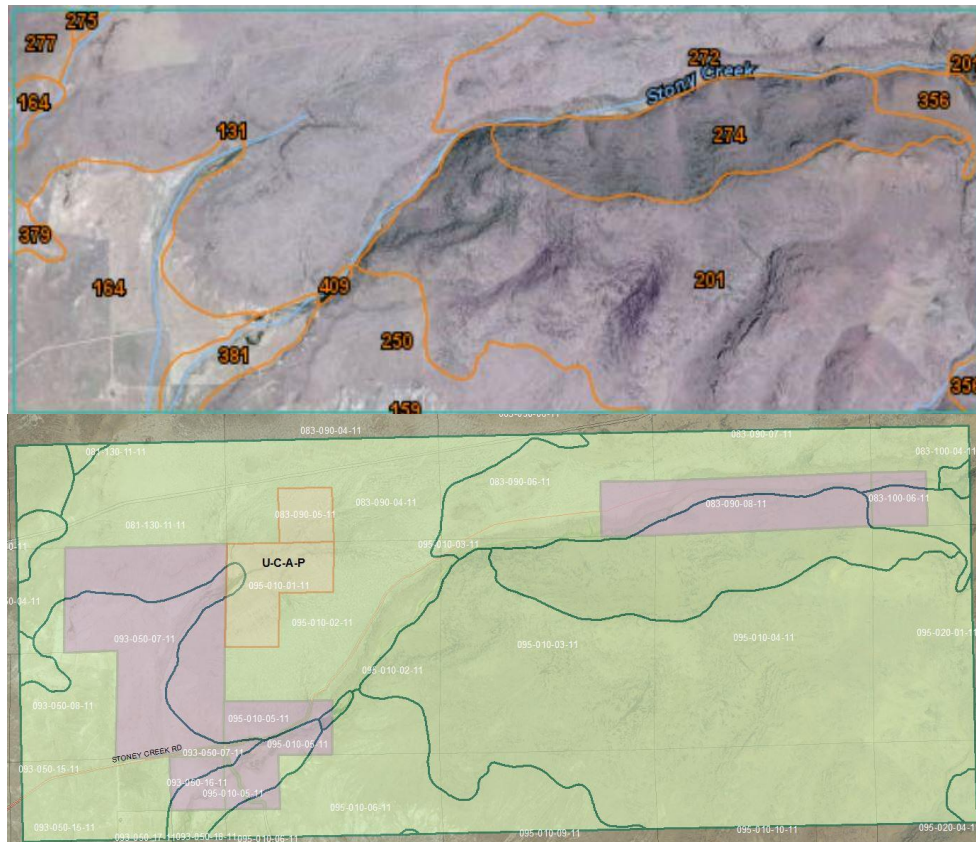
SOIL MAP AA #2017-003, FREITAS



NRCS Soil Class	Project Site Acres	Acres Required for 1 Acre of Class I Equivalent Soil	Project Site Acres of Class I Equivalent Soil
I		1	
II		1	
III		2	
IV		4	
V		6	
VI	114	6	19
VII	680	10	68
VIII		10	
		TOTAL	87

However, land adjacent to the project site includes 150 acres of Class VII soils, zoned U-C-A-P (Upland Conservation, Agricultural Preserve Combining District) and currently under Williamson Act contract.

SOIL MAP WITH ADJACENT “A-P” LAND



NRCS Soil Class	Project Site Acres	Acres Required for 1 Acre of Class I Equivalent Soil	Project Site Acres of Class I Equivalent Soil
I		1	
II		1	
III		2	
IV		4	
V		6	
VI	114	6	19
VII	830	10	83
VIII		10	
		TOTAL	102

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 the project site is considered in combination with the existing Agricultural Preserve Combining District, 946 acres of contiguous land are included, totaling approximately 102 acres of Class I equivalent soils; thus meeting 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 entering into an agricultural preserve, utilizing over 100 acres of Class I equivalent land, when including the adjoining agricultural preserve, as allowed by Lassen County Zoning and Williamson Act provisions.

NEIGHBORING PROPERTIES:

Surrounding properties are zoned primarily U-C-2 (Upland Conservation/Resource Management), with several parcels zoned U-C-A-P (Upland Conservation, Agriculture Preserve Combining District) and E-A (Exclusive Agriculture), and are predominately used for agriculture, grazing and open space. Surrounding properties range from about 40 to 640 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." 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 to comply with provisions of laws which are applicable to agricultural preserves.

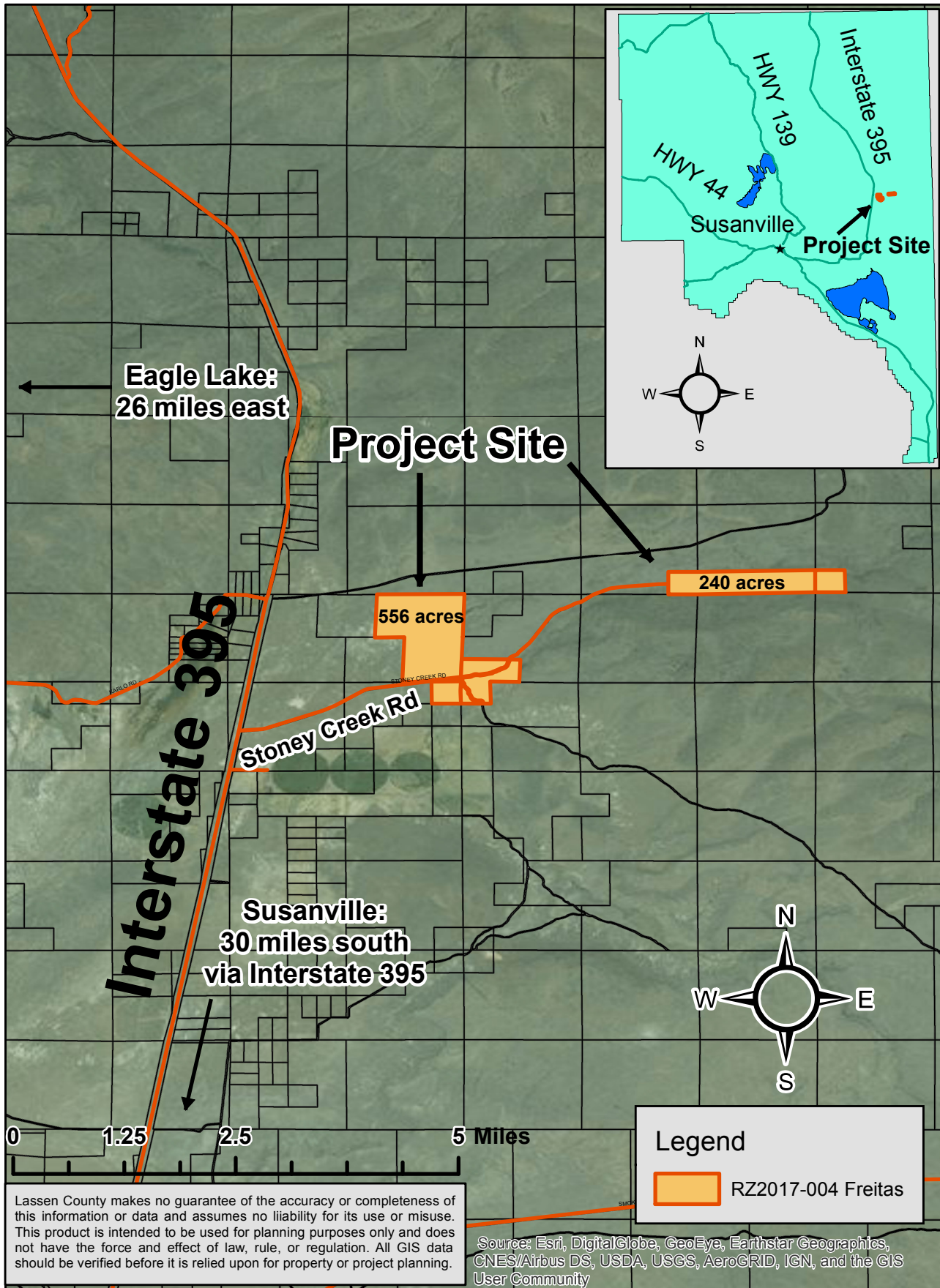
ENVIRONMENTAL DOCUMENT:

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.

Rezone #2017-004 Freitas Family Trust



RESOLUTION NO. _____

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE REZONE
APPLICATION #2017-004, AND ADOPT AN ORDINANCE EFFECTING THE
REZONE.

WHEREAS, the Planning Commission of Lassen County, after due notice, has considered Rezone Application #2017-004, filed by Freitas Family Trust, to enter five parcels of land within Lassen County, totaling approximately 796 acres, into an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract; rezone of said lands is from U-C-2 (Upland Conservation/Resource Management) to U-C-2-A-P (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 into 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 “U-C-2-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 NO. _____

- c. The project site is physically suitable for the uses allowed within the “A-P” District.
- d. The rezoning of the subject properties to “U-C-2-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 adopt findings (a) through (d) as set forth above.
- 2. That the Board of Supervisors approve Rezone Application #2017-004 and adopt an ordinance rezoning the subject properties from “U-C-2” to “U-C-2-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: _____

Chairman
Lassen County Planning Commission

ATTEST:

Maurice L. Anderson, Secretary
Lassen County Planning Commission

RESOLUTION NO. _____

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS DISAPPROVE
REZONE APPLICATION #2017-004.

WHEREAS, the Planning Commission of Lassen County, after due notice, has considered Rezone Application #2017-004, filed by Freitas Family Trust, to enter five parcels of land within Lassen County, totaling approximately 796 acres, into an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract; rezone of said lands is from U-C-2 (Upland Conservation/Resource Management) to U-C-2-A-P (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 into 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 “U-C-2-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 “U-C-2-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 adopt findings (a) through (d) as set forth above.
- 2. That the Board of Supervisors disapprove Rezone Application #2017-004 and not adopt an ordinance rezoning the subject properties from “U-C-2” to “U-C-2-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: _____

Chairman
Lassen County Planning Commission

ATTEST:

Maurice L. Anderson, Secretary
Lassen County Planning Commission

Exhibit "A"

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 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 1: Lots 1, 2, 3; the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and the SE $\frac{1}{4}$.

Parcel 2:

In Township 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 12: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

In Township 31 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 6: Lot 7; and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Section 7: Lot 1.

In Township 32 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 32: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Section 33: The S $\frac{1}{2}$ of the S $\frac{1}{2}$.

Section 34: The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Note: This legal description was obtained from a Lot Book Guarantee prepared by Chicago Title Insurance Company dated May 4, 2017. The Guarantee Number of said Lot Book Guarantee is FFHO-CTO170090L.

The legal description shown above has also been used in that certain Grant Deed recorded as Document Number 2014-03674 of the Official Records of Lassen County, California.



Don E. Willis 20



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

Zoning & Building
Inspection Requests
Phone: 530 257-5263

May 18, 2017

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

FROM: Maurice L. Anderson, Director

RE: Williamson Act application (Rezone and Contract) RZ#2017-004 and AA#2017-003,
Freitas Family Trust (Norbert and Alice Freitas)

RZ #2017-004 AND AA #2017-003, Freitas Family Trust. The Land Conservation Committee will consider an application by Freitas Family Trust (Norbert and Alice Freitas) requesting to rezone and enter lands within Lassen County into a new Land Conservation (Williamson Act) contract. If approved the contract would affect five assessor's parcels and approximately 796 acres of non-contiguous land; Assessor's Parcel Numbers: 083-090-08, 083-100-06, 093-050-07, 093-050-16 and 095-010-05. All parcels are zoned U-C-2 (Upland Conservation/Resource Management) and designated Extensive Agriculture by the *Lassen County General Plan, 2000*. The project site is located in Litchfield CA, 1.5 miles east of Highway 395, along Stoney Creek, 30 miles northeast of Susanville CA via Highway 395 and 26 miles due east of Eagle Lake. Staff Contact: Nancy McAllister, Natural Resources Technician

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 796 acres of land has been submitted for consideration by Lassen County.
2. The agricultural commodity to be produced is identified as cattle grazing.
3. The project site is currently unrestricted by any Land Conservation Contract.
4. The entire project site is in a qualifying agricultural zoning district (U-C-2); inclusion in the A-P is required pursuant to Exhibit A (1)(a) of Board Resolution 12-050.
5. An application to rezone all of the five assessor's parcels into the County's required Agricultural Preserve Combining District has been submitted; both the rezone and Williamson Act Contract will be forwarded by the Land 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 9, 2017 demonstrates that the soils at the project site fall just short of requirements to enter into an Agricultural Preserve (100 acres of Class I soils of Class I equivalent soils). The NRCS Functional Classification of soils on the project site ranges from VI to VII (nonirrigated), with approximately 87 acres of Class I equivalent soils (see Exhibit “B”).
9. Land adjacent to the project site includes 150 acres zoned U-C-A-P (Upland Conservation, Agricultural Preserve Combining District), and the intent of the A-P district classification is for it “to be applied in combination with other appropriate districts to establish the precise boundaries of agriculture preserves,” pursuant to Lassen County Code Section 18.82.010
10. 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 nonirrigated land.
11. The proposed project is exempt from the provisions of the California Environmental Quality Act under section 15317, class 17, of the guidelines.
12. 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)].
13. The Board of Supervisors will determine if this project is consistent with the *Lassen County General Plan, 2000*.

Exhibit "A"

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 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 1: Lots 1, 2, 3; the S $\frac{1}{2}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and the SE $\frac{1}{4}$.

Parcel 2:

In Township 31 North, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 12: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

In Township 31 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 6: Lot 7; and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Section 7: Lot 1.

In Township 32 North, Range 16 East, Mount Diablo Base and Meridian, according to the official plat thereof.

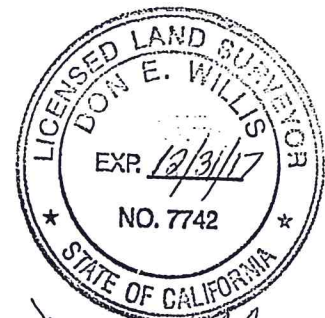
Section 32: The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Section 33: The S $\frac{1}{2}$ of the S $\frac{1}{2}$.

Section 34: The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

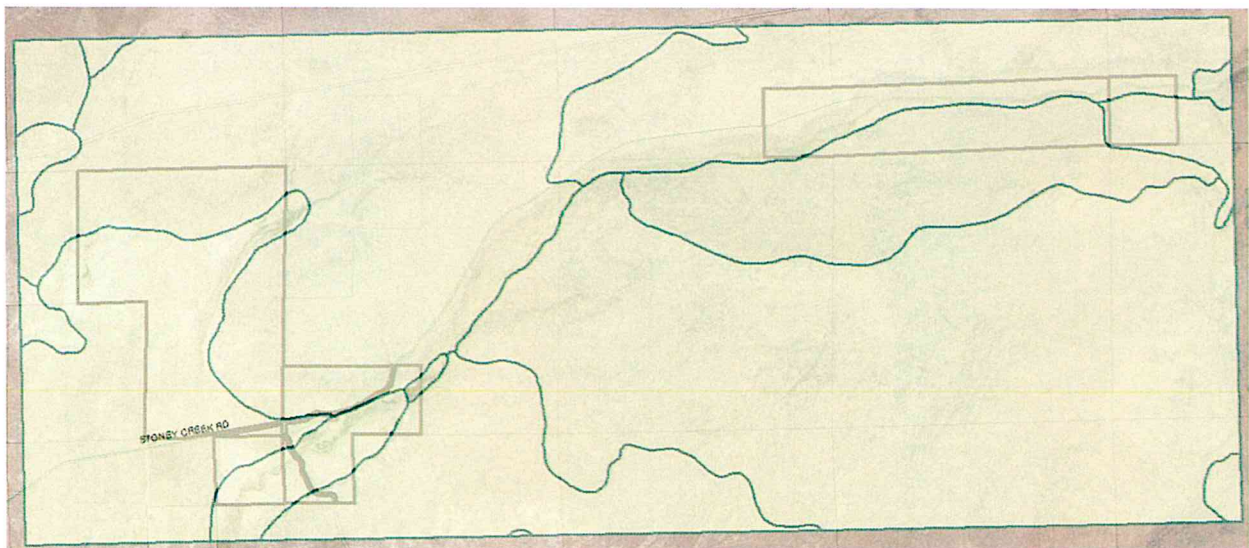
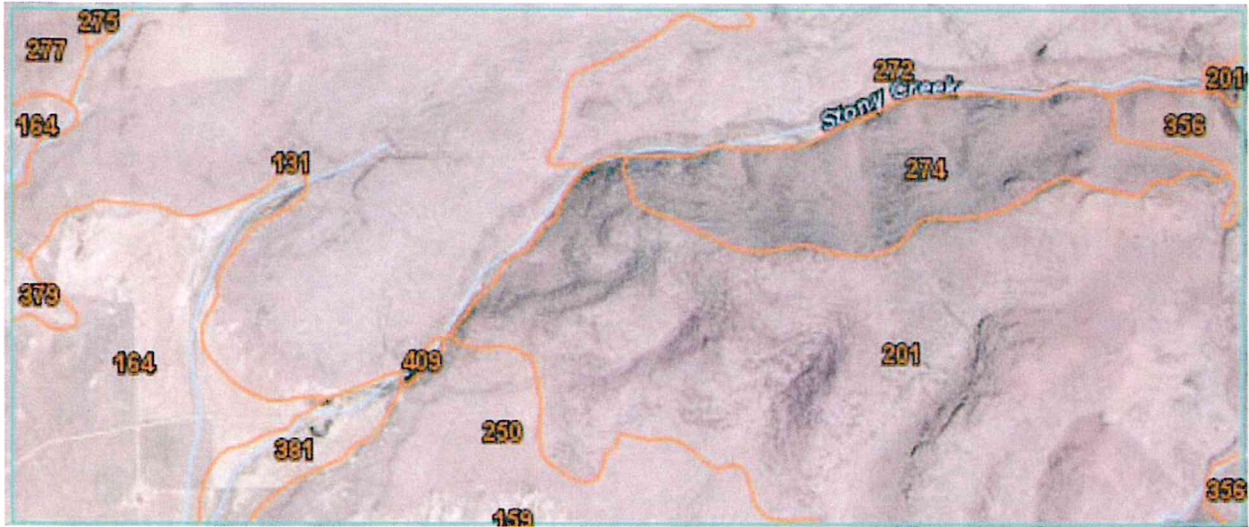
Note: This legal description was obtained from a Lot Book Guarantee prepared by Chicago Title Insurance Company dated May 4, 2017. The Guarantee Number of said Lot Book Guarantee is FFHO-CTO170090L.

The legal description shown above has also been used in that certain Grant Deed recorded as Document Number 2014-03674 of the Official Records of Lassen County, California.



Don E. Willis 23

Exhibit "B"
SOIL MAP AA #2017-003, FREITAS

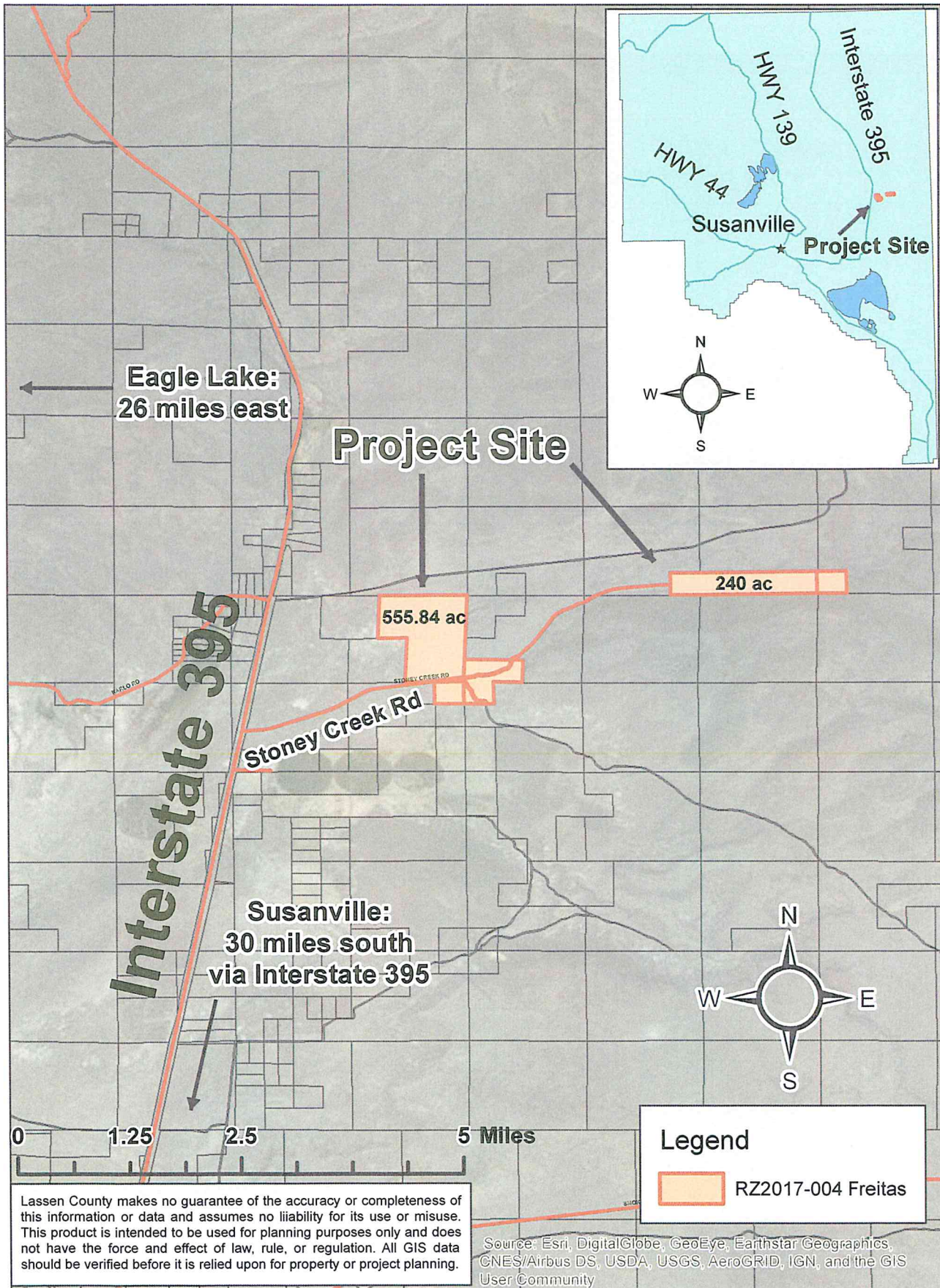


NRCS Soil Class	Project Site Acres	Acres Required for 1 Acre of Class I Equivalent Soil	Project Site Acres of Class I Equivalent Soil
I		1	
II		1	
III		2	
IV		4	
V		6	
VI	114	6	19
VII	680	10	68
VIII		10	
		TOTAL	87

Map Unit Symbol	Map Unit Name
131	<p>Brubeck-Diaz association, 2 to 30 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 7s • <i>Hydrologic Soil Group</i>: D
159	<p>Cleghorn sandy loam, 2 to 5 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: 3e • <i>Land capability classification (nonirrigated)</i>: 6e • <i>Hydrologic Soil Group</i>: C
164	<p>Corral sandy loam, 5 to 15 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 7e • <i>Hydrologic Soil Group</i>: D
201	<p>Fivesprings-Rubble land-Devada association, 5 to 30 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 7s • <i>Hydrologic Soil Group</i>: D
250	<p>Hunnton-Shinnpeak association, 2 to 9 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 6e • <i>Hydrologic Soil Group</i>: D
272	<p>Lodico very cobbly silt loam, 2 to 9 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 7s • <i>Hydrologic Soil Group</i>: D
274	<p>Longcreek-Devada-Rubble land complex, 30 to 50 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 7e • <i>Hydrologic Soil Group</i>: D

Map Unit Symbol	Map Unit Name
275	<p>Loomis very cobbly loam, 5 to 30 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 7s • <i>Hydrologic Soil Group</i>: D
277	<p>Loomis-Rubble land association, 5 to 30 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 8 • <i>Hydrologic Soil Group</i>: A
356	<p>Searles-Devada-Fivesprings association, 2 to 30 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 6e • <i>Hydrologic Soil Group</i>: C
379	<p>Termo-Biscaro complex, 0 to 2 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 4s • <i>Hydrologic Soil Group</i>: D
381	<p>Termo-Springmeyer-Smocreek complex, 0 to 2 percent slopes</p> <ul style="list-style-type: none"> • <i>Land capability classification (irrigated)</i>: None specified • <i>Land capability classification (nonirrigated)</i>: 6s • <i>Hydrologic Soil Group</i>: D
409	Water
Totals for Area of Interest	

Rezone #2017-004 Freitas Family Trust



	A	B	C	D	E	F
	Parcel	APN	Present Zoning	Proposed Zoning	Acreage	Assessed Land Value
1						
2	1	093-050-07-11	U-C-2	U-C-2-A-P	398.29	\$290,361.00
3	2	093-050-16-11	U-C-2	U-C-2-A-P	40	\$20,305.00
4	2	095-010-05-11	U-C-2	U-C-2-A-P	117.55	\$256,350.00
5	2	083-090-08-11	U-C-2	U-C-2-A-P	200	\$136,043.00
6	2	083-100-06-11	U-C-2	U-C-2-A-P	40	\$32,488.00
7				Total	795.84	\$735,547.00

AGRICULTURAL LAND CONSERVATION APPLICATION

FILING FEE: \$476.00

AA2017-003

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

Check Lines Requested

ZONING DISTRICTS:

Agricultural Preserve "AP" X
Exclusive Agricultural "EA" _____
Upland Conservation "UC" _____
Agricultural Forest "AF" _____

AGREEMENT:

NAME OF LANDOWNER: Fredtas Family Trust
Norbert & Alice Fredtas (Fredtas Family Trust)

ADDRESS: PO Box 265, Litchfield, CA 9

Agricultural Land: _____ Use _____ Acres Grazing Pasture

Total Acreage: 795.24

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>077008</u>	<u>045-010-05-11 (117.55)</u>	<u>405,980-</u>
<u>077008</u>	<u>093-050-07-11 (342.29)</u>	<u>290,361-</u>
<u>077008</u>	<u>093-050-16-11 (40)</u>	<u>20,305-</u>
<u>077009</u>	<u>083-090-08-11 (200)</u>	<u>136,043-</u>
<u>077009</u>	<u>083-100-06-11 (40)</u>	<u>32,488-</u>
	<u>(795.24 AC)</u>	

Certification:

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

LANDOWNER'S SIGNATURE: Alice Fredtas, Trust 12-23-2016
(all information verified by the assessor's office) Date

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

Planning Department Information:

Present Designation in General Plan: Williamette
Present Zoning: _____



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

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. RZ2017-004

Property Owner/s Name: <u>Frestas Family Trust</u> Mailing Address: <u>PO Box 265</u> City, ST, Zip: <u>Litchfield, CA</u> Telephone: <u>530-250-7232</u> Fax: <u>530-250-4042</u> Email: <u>taahyko@yahoo.com</u>	Property Owner/s Name: Mailing Address: City, ST, Zip: Telephone: Fax: Email:
---	--

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

Project Address or Specific Location:			
Deed Reference: Book:	Page:	Year:	Doc#: <u>2014-03674</u> (9/21/14)
Zoning: <u>UC2</u>	General Plan Designation: <u>extensive agriculture</u>		
Parcel Size (acreage): <u>various (over)</u> 1796	Section: <u>2014-03674</u>	Township:	Range:

Assessor's Parcel Number(s):	<u>095 - 010 - 05 - 11</u>	<u>093 - 050 - 07 - 11</u>	<u>093 - 050 - 16 - 11</u>
	<u>083 - 090 - 08 - 11</u>	<u>083 - 100 - 06 - 11</u>	- -

Present Zoning:	Proposed Zoning: <u>UC2-AP (ALL)</u>
General Plan Amendment Required: <input type="checkbox"/> Yes <input type="checkbox"/> No General Plan Amendment Submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No *Staff Initial:	
Project Description: <u>Williamson det</u>	

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. <u>Alvin Frestas</u> Date: <u>12-23-16</u> Date: <u>12-23-16</u>	*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). Date: Date:
--	---

See associated process form for required attachments and instructions.

CLTA LOT BOOK

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FFHO-CTO170090L

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

Countersigned By:

J. Thompson

Authorized Officer or Agent



Chicago Title Insurance Company

By:

[Signature]

President

Attest:

[Signature]

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	\$300.00	Angela Delcarlo-Maxfeldt

1. Name of Assured: Norbert C. Freitas and Alice L. Freitas, as trustees of the Freitas Family Trust dated August 6, 2013
2. Date of Guarantee: May 4, 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): 083-090-08, 083-100-06, 095-010-05, 093-050-07 and 093-050-16

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

PARCEL 1:

IN TOWNSHIP 31 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 1: LOTS 1, 2, 3; THE S 1/2 OF THE NE 1/4; THE SE 1/4 OF THE NW 1/4; AND THE SE 1/4.

PARCEL 2:

IN TOWNSHIP 31 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 12: THE NE 1/4 OF THE NE 1/4.

IN TOWNSHIP 31 NORTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 6: LOT 7, AND THE SE 1/4 OF THE SW 1/4.

SECTION 7: LOT 1.

IN TOWNSHIP 32 NORTH, RANGE 16 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SCHEDULE A
(continued)

SECTION 32: THE SE 1/4 OF THE SE 1/4.

SECTION 33: THE S 1/2 OF THE S 1/2.

SECTION 34: THE SW 1/4 OF THE SW 1/4.

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

Grant Deed recorded August 21, 2014 as Instrument No. 2014-03674, of Official Records

To: Norbert C. Freitas and Alice L. Freitas, as trustees of the Freitas Family Trust dated August 6, 2013

- 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:

Tax ID No.: 083-090-08
Fiscal Year: 2016-2017
1st Installment: \$680.21
2nd Installment: \$680.21
Land: \$136,043.00
Code Area: 077009
Bill No.: 8857

3. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.: 083-100-06
Fiscal Year: 2016-2017
1st Installment: \$162.44
2nd Installment: \$162.44
Land: \$32,488.00
Code Area: 077009
Bill No.: 8858

SCHEDULE A
(continued)

4. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.: 095-010-05
Fiscal Year: 2016-2017
1st Installment: \$1,994.94
2nd Installment: \$1,994.94
Exemption: \$7,000.00
Land: \$256,350.00
Improvements: \$125,383.00
Personal Property: \$24,255.00
Code Area: 077008
Bill No.: 9455

5. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.: 093-050-07
Fiscal Year: 2016-2017
1st Installment: \$1,451.80
2nd Installment: \$1,451.80
Land: \$290,361.00
Code Area: 077008
Bill No.: 9351

6. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax ID No.: 093-050-16
Fiscal Year: 2016-2017
1st Installment: \$101.52
2nd Installment: \$101.52
Land: \$20,305.00
Code Area: 077008
Bill No.: 9355

7. 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.

8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) 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
- (c) 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

- (a) 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.

- (b) 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.

- (c) 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:

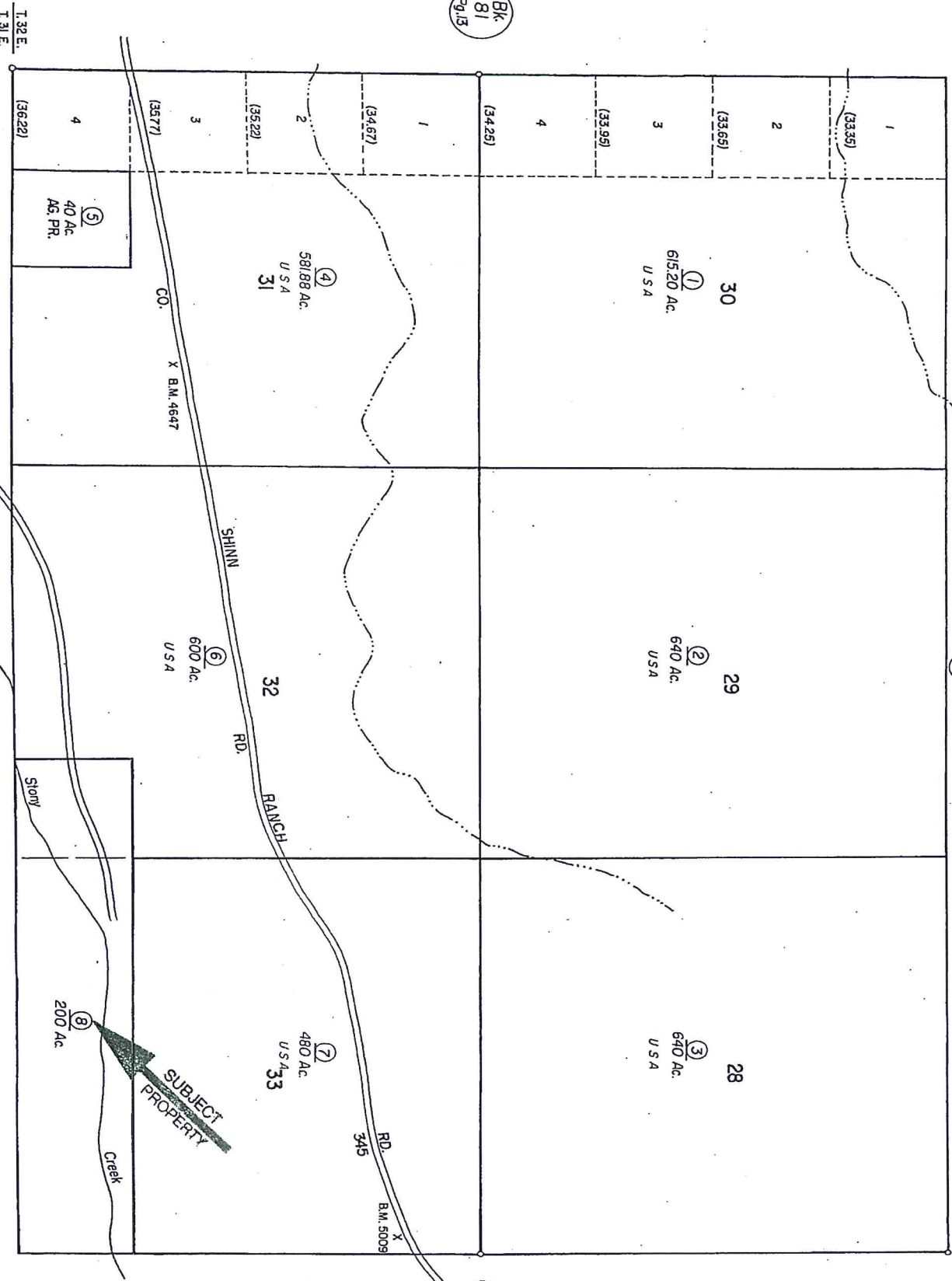
Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

END OF CONDITIONS AND STIPULATIONS

Bk.
81
Pg.13

5

83-09

$$I'' = 1200$$


29

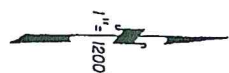
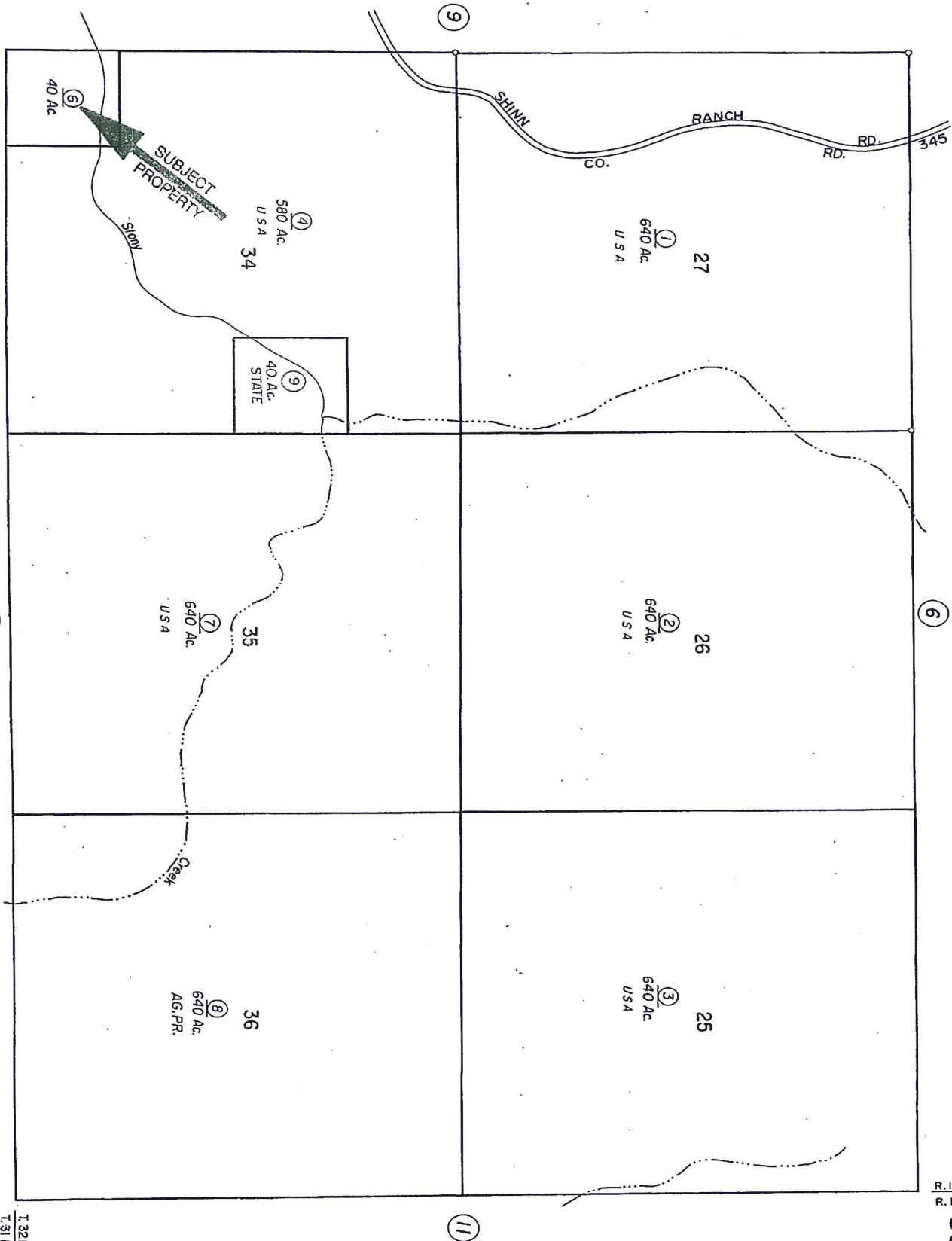
Assessor's Map Bk. 83--Pg.09

County of Lassen, Calif.:

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

Bk.
95
Pg. 1

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



T. 32N. R. 16E. M. D. B. & M.

TRA-077009

R. 16E.
R. 17E.

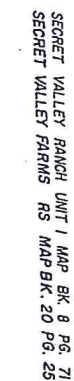
83-10

39

Bk. 95
Pg. 2

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

Assessor's Map Bk. 83 - Pg. 10
County of Lassen, Calif.



T. 32N.
R. 15E.
T. 31N.
R. 16E.

T. 31N., R. 16E., M.D.B. & M.

Bk. 83
Pg. 9

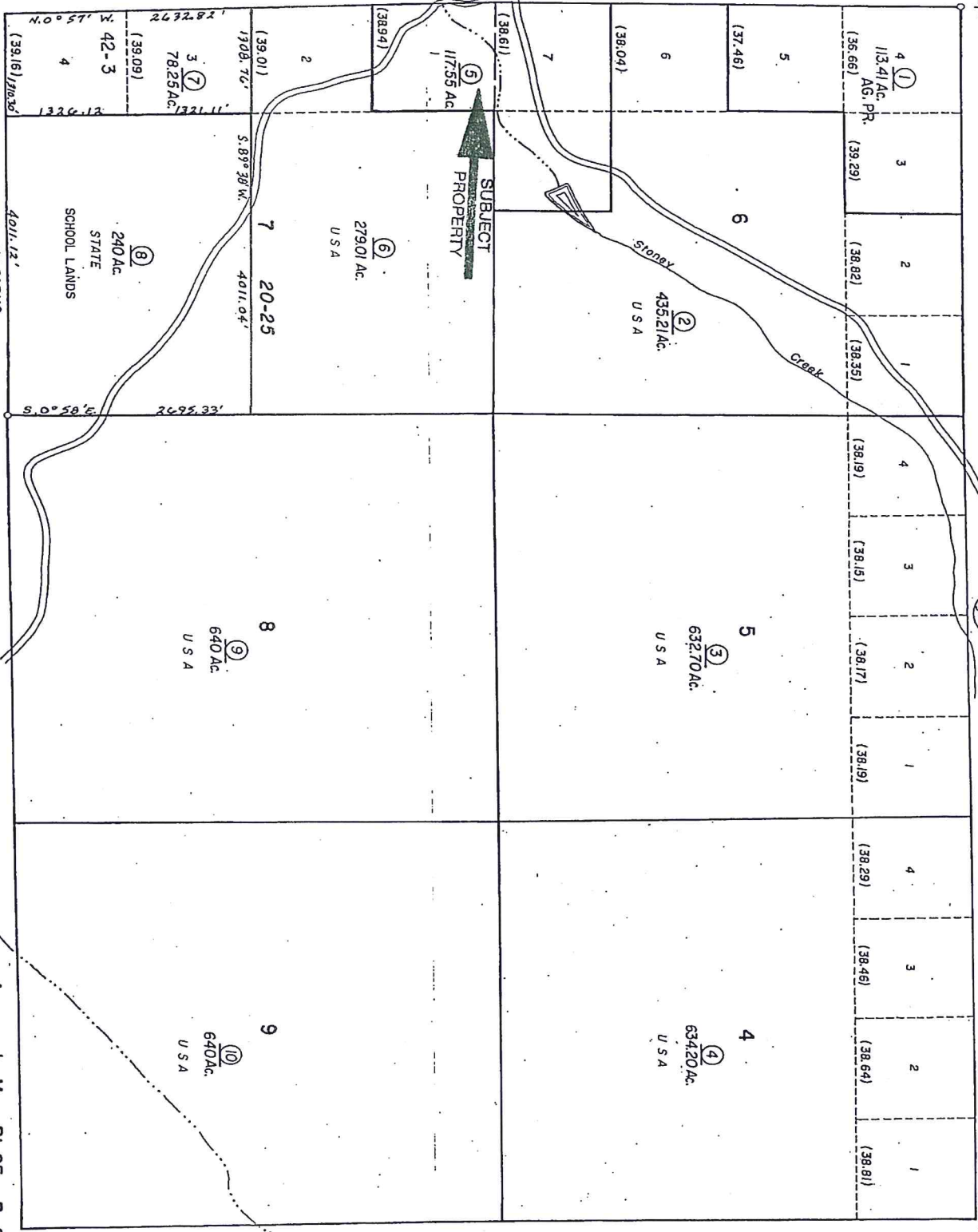
TRA-077008

95-01

41

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

Bk. 95
Pg. 5



RS Map Bk. 20 Pg. 25 SECRET VALLEY FARMS
RS Map Bk. 42 Pg. 3 TOLLA

5

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

Assessor's Map Bk. 95 - Pg. 01
County of Lassen, Calif.

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

RESOLUTION NO. 6-04-17

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE REZONE
APPLICATION #2017-004, AND ADOPT AN ORDINANCE EFFECTING THE
REZONE.

WHEREAS, the Planning Commission of Lassen County, after due notice, has considered Rezone Application #2017-004, filed by Freitas Family Trust, to enter five parcels of land within Lassen County, totaling approximately 796 acres, into an Agricultural Preserve Combining District, in order to facilitate an application for a new land conservation (Williamson Act) contract; rezone of said lands is from U-C-2 (Upland Conservation/Resource Management) to U-C-2-A-P (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 into 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 "U-C-2-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 "U-C-2-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 adopt findings (a) through (d) as set forth above.
2. That the Board of Supervisors approve Rezone Application #2017-004 and adopt an ordinance rezoning the subject properties from "U-C-2" to "U-C-2-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 #2017-003 AND REZONE #2017-004, FREITAS FAMILY TRUST. The Land Conservation Committee will consider an application by Freitas Family Trust (Norbert and Alice Freitas) requesting to rezone and enter lands within Lassen County into a new Land Conservation (Williamson Act) contract. If approved the contract would affect five assessor's parcels and approximately 796 acres of non-contiguous land; Assessor's Parcel Numbers: 083-090-08, 083-100-06, 093-050-07, 093-050-16 and 095-010-05. All parcels are zoned U-C-2 (Upland Conservation/Resource Management) and designated Extensive Agriculture by the *Lassen County General Plan, 2000*. The project site is located in Litchfield CA, 1.5 miles east of Highway 395, along Stoney Creek, 30 miles northeast of Susanville CA via Highway 395 and 26 miles due east of Eagle Lake. Nancy McAllister, Natural Resources Technician presented staff report.

Discussion was held on the rezone application and that there were no homes on the property.

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 #2017-004, Freitas Family Trust, 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.