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PLANNING COMMISSION MEETING December 7, 2021

FILE NUMBER: 2021-001
PROPERTY OWNER: Paul F. Raquel and Sherilyn A. Raquel;
Edward J. Stuart Jr. and Lilia P. Stuart
TYPE OF APPLICATION: Rezone

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LASSEN COUNTY PLANNING COMMISSION
REZONE STAFF REPORT
December 7, 2021

FILE NUMBERS:	RZ 2021-001
PROPERTY OWNER(S):	Paul F. Raquel and Sherilyn A. Raquel; Edward J. Stuart Jr. and Lilia P. Stuart
TYPE OF APPLICATION:	Rezone
GENERAL LOCATION:	Big Valley
ASSESSOR'S PARCEL NUMBER(S):	013-080-010
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, Senior 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 Planning Commission	Rezone Recommendation
Lassen County Board of Supervisors	Rezone and Contract Approval

PROJECT DESCRIPTION:

The applicant proposes to rezone one Assessor's parcel into an Agricultural Preserve Combining District, in order to facilitate an application for a new agricultural land conservation (Williamson Act) contract, to encompass approximately 640 acres of contiguous land (see Exhibit "A").

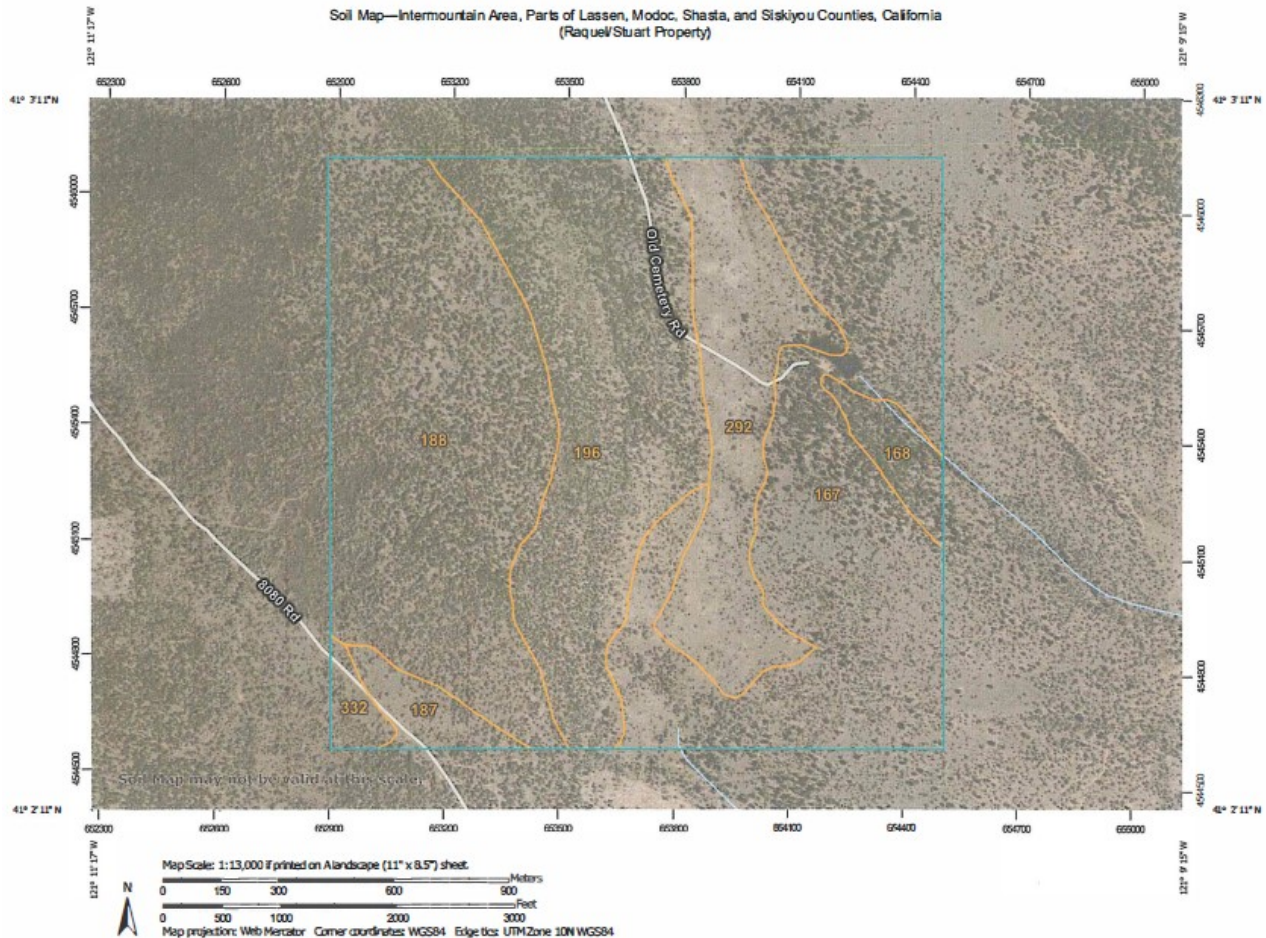
After the Planning Commission has made a recommendation regarding the rezone, the Board of Supervisors will consider placing the subject properties into an agricultural preserve and entering the same lands into a Williamson Act Contract. This rezone application, if approved, would make the zoning consistent 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 October 7, 2021 demonstrates that the project site meets the requirement 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 III to VII (nonirrigated), with at least 113 acres of Class I equivalent soils (see Exhibit “B”).

SOIL MAP AA #2021-001, RAQUEL/STUART



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	195.3	4	48.825
V		6	
VI	341.4	6	56.9
VII	76.1	10	7.61
VIII		10	
TOTAL	612.8	TOTAL	113.335

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.

NEIGHBORING PROPERTIES:

Surrounding properties are zoned primarily U-C-2 (Upland Conservation/Resource Management), with several parcels zoned T-P-Z (Timber Production Zone District), and appear to be used predominately for grazing, open space, and timber. Surrounding properties range from about 80 to 560 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.

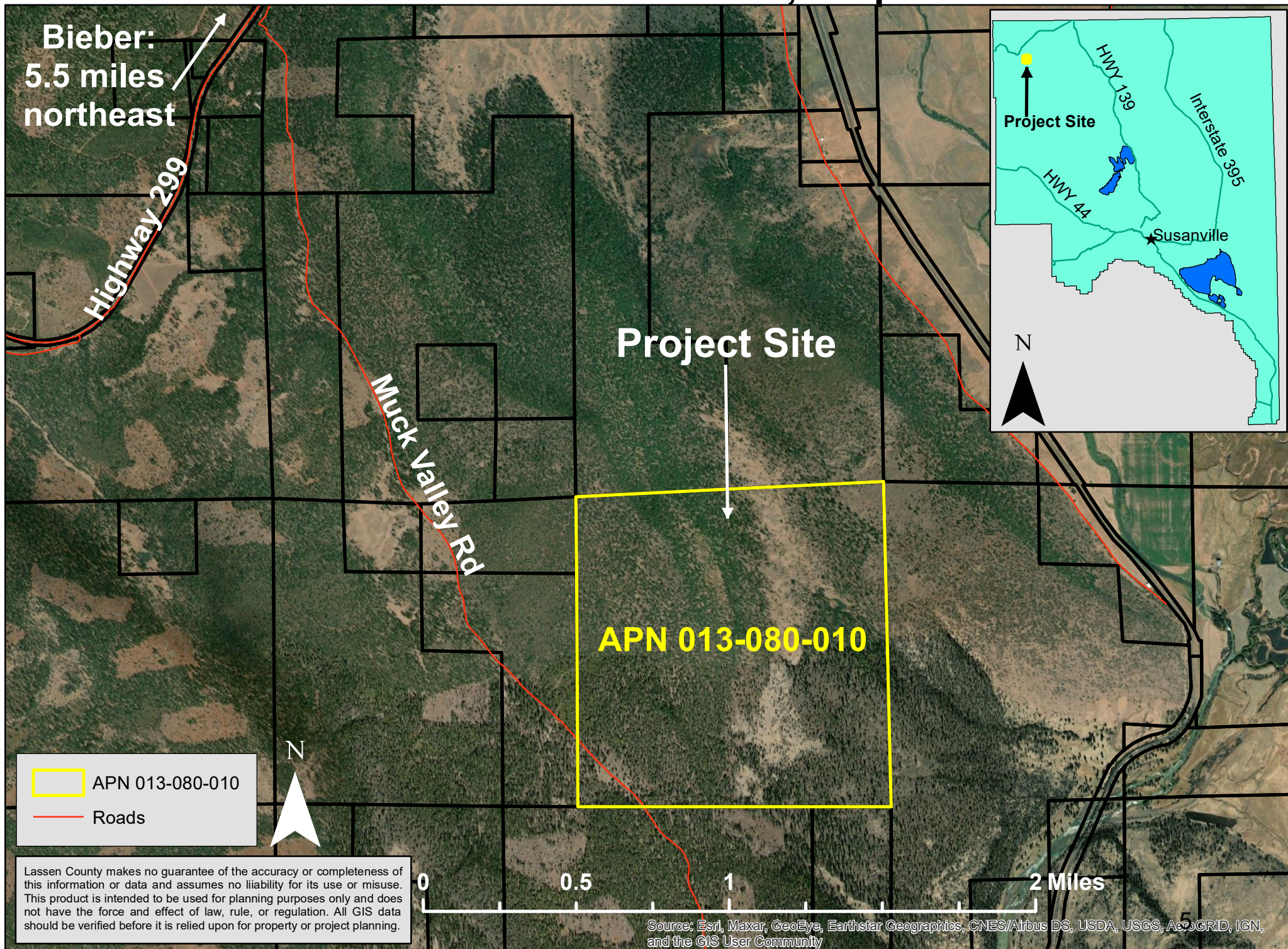
ENVIRONMENTAL DOCUMENT:

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 December 3, 2021, the Land Conservation Committee will meet to review the rezone and agricultural land conservation contract applications and will make recommendations to both the Planning Commission the Board of Supervisors.

RZ #2021-001 & AA #2021-001, Raquel/Stuart



RESOLUTION NO. _____

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE REZONE
APPLICATION #2021-001 FOR APN 013-080-010, AND ADOPT AN ORDINANCE
EFFECTING THE REZONE.

WHEREAS, the Planning Commission of Lassen County, after due notice, has considered Rezone Application #2021-001, filed by Paul F. Raquel, Sherilyn A. Raquel, Edward J. Stuart Jr., and Lilia P. Stuart, to enter one 640-acre parcel of land within Lassen County (described in Exhibit “A”) into an Agricultural Preserve Combining District, in order to facilitate an application for a new agricultural 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 parcel 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 #2021-001 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 December, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Chairman
Lassen County Planning Commission

ATTEST:

Maurice L. Anderson, Secretary
Lassen County Planning Commission

RESOLUTION NO. _____

EXHIBIT "A"
Legal Description

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

In Township 37 North, Range 7 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 16: All.

RESOLUTION NO. _____

RESOLUTION OF THE LASSEN COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS DISAPPROVE
REZONE APPLICATION #2021-001 FOR APN 013-080-010.

WHEREAS, the Planning Commission of Lassen County, after due notice, has considered Rezone Application #2021-001, filed by Paul F. Raquel, Sherilyn A. Raquel, Edward J. Stuart Jr., and Lilia P. Stuart, to enter one 640-acre parcel of land within Lassen County (described in Exhibit “A”) into an Agricultural Preserve Combining District, in order to facilitate an application for a new agricultural 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 #2021-001 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 December, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Chairman
Lassen County Planning Commission

ATTEST:

Maurice L. Anderson, Secretary
Lassen County Planning Commission

RESOLUTION NO. _____

EXHIBIT "A"
Legal Description

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

In Township 37 North, Range 7 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 16: All.



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

November 23, 2021

TO: Land Conservation Committee
Agenda Date: December 3, 2021

FROM: Maurice L. Anderson, Director

RE: Williamson Act application (Rezone and Contract) RZ#2021-001 and AA#2021-001,
Paul F. Raquel and Sherilyn A. Raquel; Edward J. Stuart Jr. and Lilia P. Stuart

AGRICULTURAL PRESERVE #2021-001 AND REZONE #2021-001, Raquel/Stuart. The Land Conservation Committee will consider an application by Paul F. Raquel, Sherilyn A. Raquel, Edward J. Stuart Jr. and Lilia P. Stuart requesting to rezone and enter lands within Lassen County into a new Land Conservation (Williamson Act) contract. If approved, the contract would affect approximately 640 acres of contiguous land. The subject parcel is zoned U-C-2 (Upland Conservation/Resource Management) and has an “Extensive Agriculture” land use designation pursuant to the *Lassen County General Plan, 2000*. The proposed project is exempt from the California Environmental Quality Act (CEQA) under Section 15317 (Class 17) of the CEQA Guidelines. The project site is located approximately eight miles southwest of Bieber, CA, via Highway 299 and Muck Valley Road. APN: 013-080-010. Staff Contact: Nancy McAllister, Senior 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 640 acres of land (described in “Exhibit A”), 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 the Assessor’s parcel 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 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 October 7, 2021 demonstrates that the project site meets the requirement 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 III to VII (nonirrigated), with at least 113 acres of Class I equivalent soils (see Exhibit “B”).
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 nonirrigated 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*.

EXHIBIT "A"
Legal Description

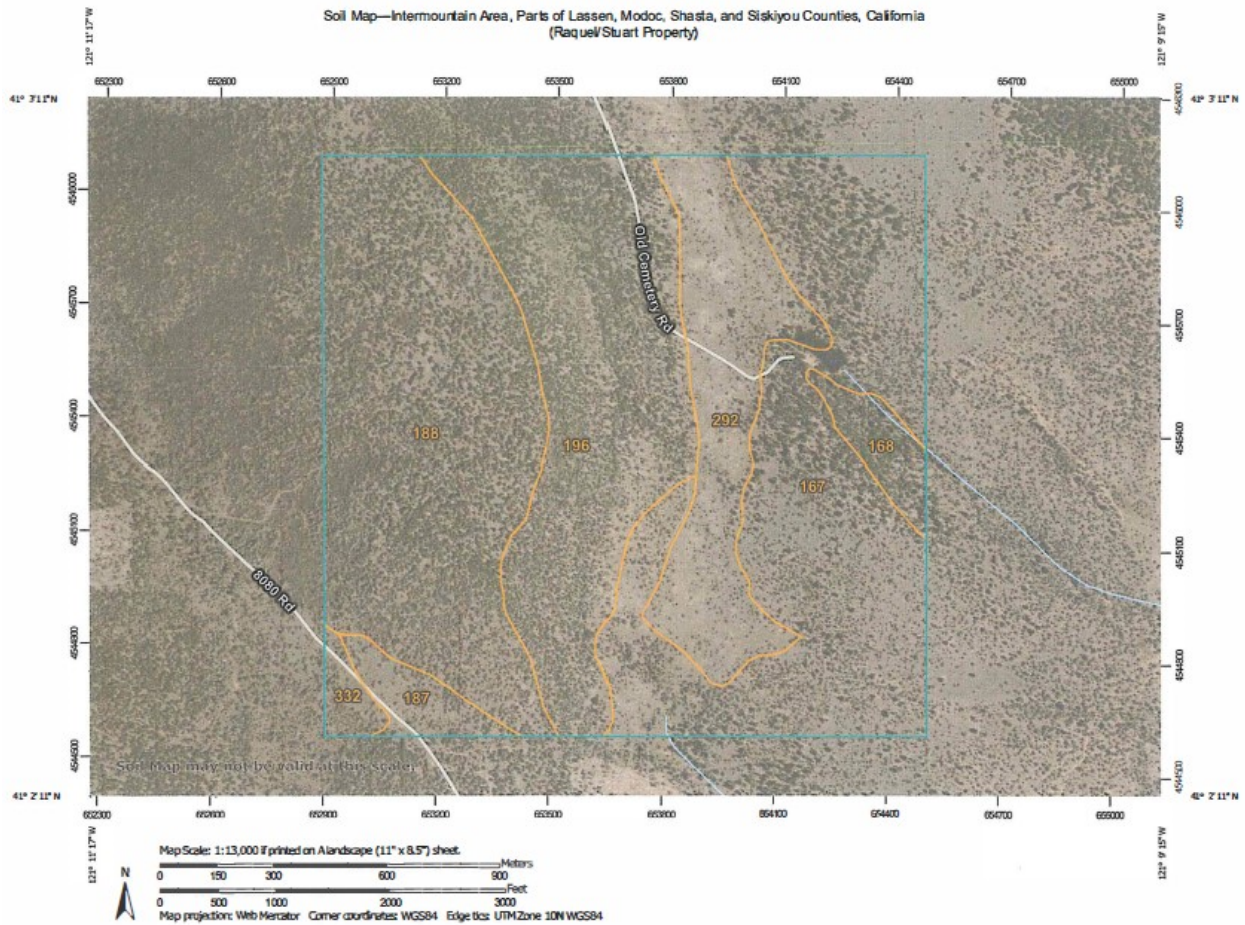
The land referred to herein below is situated in the unincorporated area in the County of Lassen, State of California and is described as follows:

In Township 37 North, Range 7 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Section 16: All.

EXHIBIT “B”

Web Soil Survey Map



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	195.3	4	48.825
V		6	
VI	341.4	6	56.9
VII	76.1	10	7.61
VIII		10	
TOTAL	612.8	TOTAL	113.335

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

167—Fiddler-Whiting complex, 5 to 15 percent slopes

Map Unit Setting

National map unit symbol: jbp7
Elevation: 4,000 to 6,200 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 50 to 100 days
Farmland classification: Not prime farmland

Map Unit Composition

Fiddler and similar soils: 50 percent
Whiting and similar soils: 40 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fiddler

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 5 inches: very cobbly loam
H2 - 5 to 31 inches: very cobbly clay
H3 - 31 to 41 inches: bedrock

Properties and qualities

Slope: 5 to 15 percent
Surface area covered with cobbles, stones or boulders: 35.0 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to low (0.00 to 0.01 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: D
Ecological site: R021XE130CA - STONY LOAM 14-18
Hydric soil rating: No

Description of Whiting

Setting

Landform: Hillslopes
Landform position (two-dimensional): Foothills
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 10 inches: stony loam
H2 - 10 to 30 inches: very stony clay loam
H3 - 30 to 40 inches: bedrock

Properties and qualities

Slope: 5 to 15 percent
Surface area covered with cobbles, stones or boulders: 8.0 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low
to low (0.00 to 0.01 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: C
Ecological site: R021XE130CA - STONY LOAM 14-18
Hydric soil rating: No

Minor Components

Orhood

Percent of map unit: 4 percent
Landform: Hillslopes
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Ricketts

Percent of map unit: 3 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Sweagart

Percent of map unit: 3 percent
Landform: Stream terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and
Siskiyou Counties, California
Survey Area Data: Version 15, Sep 6, 2021

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

168—Fiddler-Whiting complex, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: jbp9
Elevation: 4,000 to 6,200 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 50 to 100 days
Farmland classification: Not prime farmland

Map Unit Composition

Fiddler and similar soils: 50 percent
Whiting and similar soils: 40 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fiddler

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 5 inches: very cobbly loam
H2 - 5 to 31 inches: very cobbly clay
H3 - 31 to 41 inches: bedrock

Properties and qualities

Slope: 15 to 30 percent
Surface area covered with cobbles, stones or boulders: 35.0 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to low (0.00 to 0.01 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: D
Ecological site: R021XE130CA - STONY LOAM 14-18
Hydric soil rating: No

Description of **Whiting**

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 10 inches: stony loam
H2 - 10 to 35 inches: very stony clay loam
H3 - 35 to 45 inches: bedrock

Properties and qualities

Slope: 15 to 30 percent
Surface area covered with cobbles, stones or boulders: 8.0 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low to low (0.00 to 0.01 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: C
Ecological site: R021XE130CA - STONY LOAM 14-18
Hydric soil rating: No

Minor Components

Orhood

Percent of map unit: 4 percent
Landform: Hillslopes
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Ricketts

Percent of map unit: 3 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Sweagart

Percent of map unit: 3 percent
Landform: Stream terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California
Survey Area Data: Version 15, Sep 6, 2021

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

187—Hunsinger-Chirpchatter complex, 2 to 15 percent slopes

Map Unit Setting

National map unit symbol: jbjqj

Elevation: 3,100 to 5,000 feet

Mean annual precipitation: 16 to 25 inches

Mean annual air temperature: 45 to 50 degrees F

Frost-free period: 80 to 100 days

Farmland classification: Not prime farmland

Map Unit Composition

Hunsinger and similar soils: 55 percent

Chirpchatter and similar soils: 25 percent

Minor components: 20 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hunsinger

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 13 inches: gravelly sandy loam

H2 - 13 to 26 inches: very cobbly sandy clay loam

H3 - 26 to 42 inches: very cobbly sandy clay loam

H4 - 42 to 60 inches: weathered bedrock

Properties and qualities

Slope: 2 to 15 percent

Depth to restrictive feature: 40 to 60 inches to paralithic bedrock

Drainage class: Well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Low to moderately low (0.01 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 3.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: C
Ecological site: R021XG910CA - Loamy
Hydric soil rating: No

Description of Chirpchatter

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Older volcanic ash

Typical profile

H1 - 0 to 7 inches: sandy loam
H2 - 7 to 32 inches: sandy clay loam
H3 - 32 to 70 inches: gravelly sandy loam

Properties and qualities

Slope: 2 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well-drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water
(Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: B
Ecological site: R021XG910CA - Loamy
Hydric soil rating: No

Minor Components

Unnamed, soils similar to hunsinger but >60" deep

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Ricketts

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Splawn

Percent of map unit: 5 percent
Landform: Hillslopes
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Orhood

Percent of map unit: 5 percent
Landform: Escarpments
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California
Survey Area Data: Version 15, Sep 6, 2021

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

188—Hunsinger-Chirpchatter complex, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: jbql

Elevation: 3,100 to 5,000 feet

Mean annual precipitation: 16 to 25 inches

Mean annual air temperature: 45 to 50 degrees F

Frost-free period: 80 to 100 days

Farmland classification: Not prime farmland

Map Unit Composition

Hunsinger and similar soils: 55 percent

Chirpchatter and similar soils: 25 percent

Minor components: 20 percent

*Estimates are based on observations, descriptions, and transects of
the mapunit.*

Description of Hunsinger

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 10 inches: gravelly sandy loam

H2 - 10 to 55 inches: very cobbly sandy clay loam

H3 - 55 to 65 inches: weathered bedrock

Properties and qualities

Slope: 15 to 30 percent

Depth to restrictive feature: 40 to 60 inches to paralithic bedrock

Drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Low to
moderately low (0.01 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: C

Ecological site: R021XG910CA - Loamy

Hydric soil rating: No

Description of Chirpchatter

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Concave

Parent material: Older volcanic ash

Typical profile

H1 - 0 to 15 inches: sandy loam

H2 - 15 to 70 inches: sandy clay loam

Properties and qualities

Slope: 15 to 30 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water

(Ksat): Moderately high to high (0.60 to 2.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Moderate (about 7.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: B

Ecological site: R021XG910CA - Loamy

Hydric soil rating: No

Minor Components

Rivalier

Percent of map unit: 7 percent

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Linear

Hydric soil rating: No

Unnamed, soils like chirpchatter but <40" to bdrk

Percent of map unit: 7 percent

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex
Hydric soil rating: No

Unnamed, soils like hunsinger but <40" to bedrock

Percent of map unit: 6 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and
Siskiyou Counties, California
Survey Area Data: Version 15, Sep 6, 2021

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

196—Jellico-Splawn complex, 30 to 50 percent slopes

Map Unit Setting

National map unit symbol: jbr3

Elevation: 3,200 to 5,000 feet

Mean annual precipitation: 12 to 20 inches

Mean annual air temperature: 45 to 50 degrees F

Frost-free period: 80 to 100 days

Farmland classification: Not prime farmland

Map Unit Composition

Jellico and similar soils: 50 percent

Splawn and similar soils: 35 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Jellico

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Concave

Parent material: Tephra

Typical profile

H1 - 0 to 5 inches: very stony silt loam

H2 - 5 to 27 inches: very stony silt loam

H3 - 27 to 33 inches: extremely stony silt loam

H4 - 33 to 37 inches: bedrock

Properties and qualities

Slope: 30 to 50 percent

Surface area covered with cobbles, stones or boulders: 25.0 percent

Depth to restrictive feature: 20 to 40 inches to lithic bedrock

Drainage class: Well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Very low to low (0.00 to 0.01 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Very low (about 2.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: C

Ecological site: R021XG910CA - Loamy

Hydric soil rating: No

Description of Splawn

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Tephra

Typical profile

H1 - 0 to 8 inches: very cobbly loam

H2 - 8 to 15 inches: very gravelly clay loam

H3 - 15 to 28 inches: extremely gravelly clay

H4 - 28 to 38 inches: bedrock

Properties and qualities

Slope: 30 to 50 percent

Surface area covered with cobbles, stones or boulders: 30.0 percent

Depth to restrictive feature: 20 to 40 inches to lithic bedrock

Drainage class: Well drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low to low (0.00 to 0.01 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: D

Ecological site: R021XG910CA - Loamy

Hydric soil rating: No

Minor Components

Searvar

Percent of map unit: 5 percent

Landform: Hillslopes

Landform position (two-dimensional): Shoulder

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Linear

Hydric soil rating: No

Rubble land

Percent of map unit: 5 percent

Landform: Hillslopes

Landform position (two-dimensional): Shoulder

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Linear

Hydric soil rating: No

Longcreek

Percent of map unit: 5 percent

Landform: Hillslopes

Landform position (two-dimensional): Shoulder

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Linear

Hydric soil rating: No

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and
Siskiyou Counties, California

Survey Area Data: Version 15, Sep 6, 2021

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

292—Ricketts-Orhood complex, 2 to 15 percent slopes

Map Unit Setting

National map unit symbol: jby8
Elevation: 3,500 to 6,500 feet
Mean annual precipitation: 10 to 20 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 50 to 100 days
Farmland classification: Not prime farmland

Map Unit Composition

Ricketts and similar soils: 45 percent
Orhood and similar soils: 35 percent
Minor components: 20 percent
*Estimates are based on observations, descriptions, and transects of
the mapunit.*

Description of Ricketts

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium derived from igneous rock

Typical profile

H1 - 0 to 10 inches: very cobbly loam
H2 - 10 to 26 inches: very cobbly loam
H3 - 26 to 36 inches: bedrock

Properties and qualities

Slope: 2 to 15 percent
Surface area covered with cobbles, stones or boulders: 35.0
percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low
(0.00 to 0.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Very low (about 2.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4s

Hydrologic Soil Group: C

Ecological site: R021XE109CA - COBBLY LOAM 14-16

Hydric soil rating: No

Description of Orhood

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Linear

Across-slope shape: Convex

Parent material: Slope alluvium derived from igneous rock

Typical profile

H1 - 0 to 3 inches: very cobbly loam

H2 - 3 to 8 inches: very cobbly loam

H3 - 8 to 16 inches: very cobbly clay loam

H4 - 16 to 26 inches: bedrock

Properties and qualities

Slope: 2 to 15 percent

Surface area covered with cobbles, stones or boulders: 40.0 percent

Depth to restrictive feature: 14 to 20 inches to lithic bedrock

Drainage class: Well drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water supply, 0 to 60 inches: Very low (about 1.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: D

Ecological site: R021XE130CA - STONY LOAM 14-18

Hydric soil rating: No

Minor Components

Ollierivas

Percent of map unit: 7 percent

Landform: Hillslopes

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Base slope

Down-slope shape: Linear

Across-slope shape: Linear

Hydric soil rating: No

Jellico

Percent of map unit: 7 percent

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Splawn

Percent of map unit: 6 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and
Siskiyou Counties, California
Survey Area Data: Version 15, Sep 6, 2021

Intermountain Area, Parts of Lassen, Modoc, Shasta, and Siskiyou Counties, California

332—Winnibulli-Burman complex, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: jc0t
Elevation: 3,200 to 4,500 feet
Mean annual precipitation: 25 to 35 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 80 to 100 days
Farmland classification: Prime farmland if irrigated and drained

Map Unit Composition

Winnibulli and similar soils: 60 percent
Burman and similar soils: 25 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Winnibulli

Setting

Landform: Fan remnants
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from igneous rock

Typical profile

H1 - 0 to 11 inches: loam
H2 - 11 to 55 inches: clay loam
H3 - 55 to 72 inches: sandy clay loam
H4 - 72 to 87 inches: sandy loam

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water
(Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: OccasionalNone
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 10.5 inches)

Interpretive groups

Land capability classification (irrigated): 3w
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C

Ecological site: F021XG914CA - Wet Loamy
Hydric soil rating: No

Description of **Burman**

Setting

Landform: Fan remnants
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium derived from igneous rock

Typical profile

H1 - 0 to 8 inches: loam
H2 - 8 to 33 inches: clay loam
H3 - 33 to 39 inches: indurated
H4 - 39 to 72 inches: stratified sandy loam to silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 20 to 40 inches to duripan
Drainage class: Somewhat poorly drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Very low
(0.00 to 0.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 2 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0
mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 5.8 inches)

Interpretive groups

Land capability classification (irrigated): 3w
Land capability classification (nonirrigated): **4w**
Hydrologic Soil Group: C/D
Hydric soil rating: Yes

Minor Components

Unnamed

Percent of map unit: 7 percent
Landform: Fan remnants
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Henhill

Percent of map unit: 5 percent
Landform: Stream terraces

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Hydric soil rating: No

Pit

Percent of map unit: 3 percent

Landform: Flood plains

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

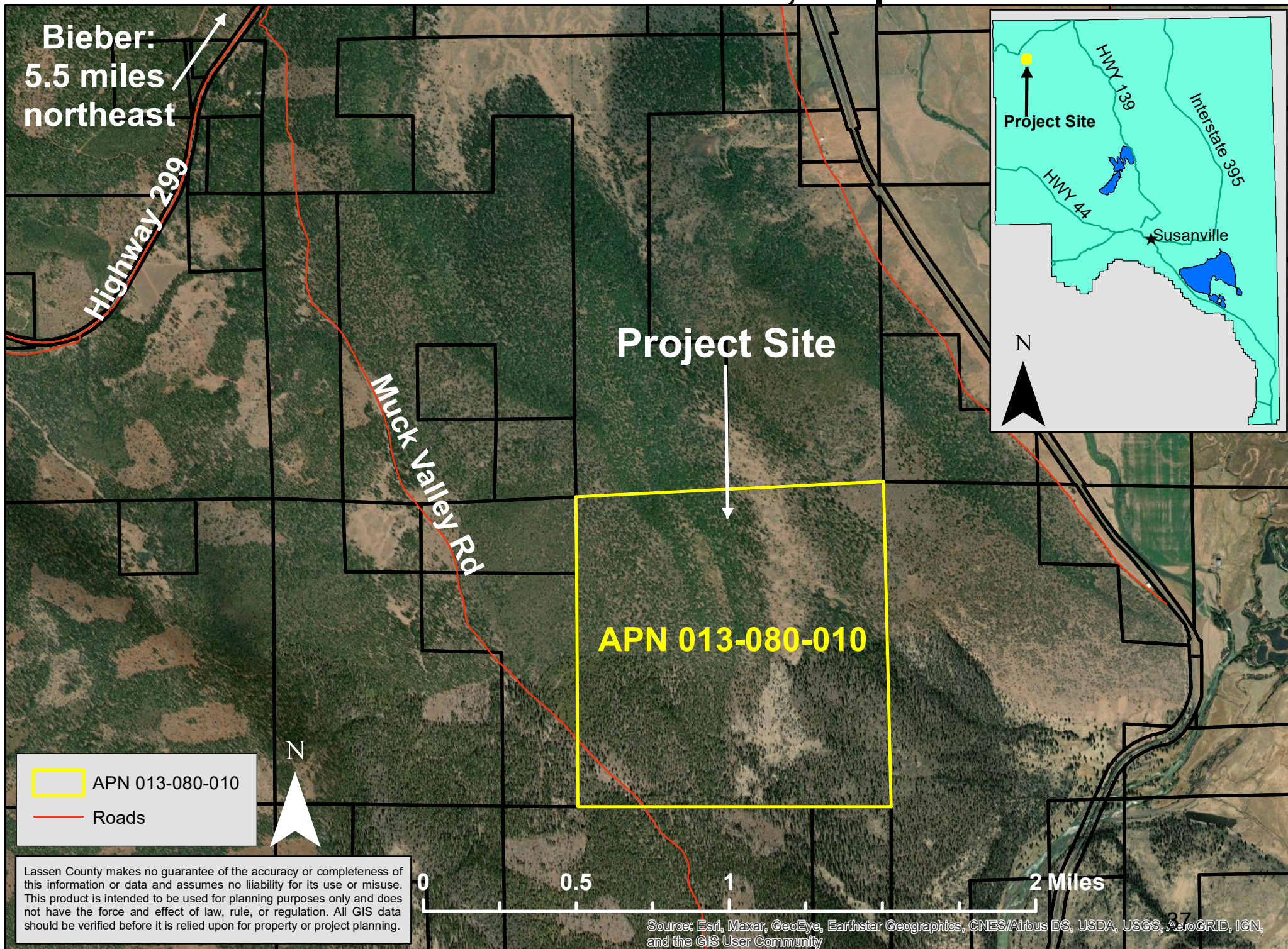
Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Intermountain Area, Parts of Lassen, Modoc, Shasta, and
Siskiyou Counties, California

Survey Area Data: Version 15, Sep 6, 2021

RZ #2021-001 & AA #2021-001, Raquel/Stuart





AGRICULTURAL LAND CONSERVATION APPLICATION

PLANNING FILING FEE: \$1,350
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

OCT 15 2021

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; ATTACH COPY OF ASSESSOR'S MAP.

Application includes the filing of: (a) Soils Map
(b) Condition of Title Report

FILE NO. AA 2021-001

Check Lines Requested: ZONING DISTRICTS

Agricultural Preserve "AP"	<input checked="" type="checkbox"/>
Exclusive Agricultural "EA"	<input type="checkbox"/>
Upland Conservation "UC"	<input type="checkbox"/>
Agricultural Forest "AF"	<input type="checkbox"/>

Property Owner/s	Applicant/Authorized Representative
Name: <u>PAUL F RAQUEL / EDWARD STUART</u>	Name: <u>PAUL FRAQUEL / EDWARD STUART</u>
Mailing Address: <u>11807 Simmerhorn RD</u>	Mailing Address: <u>11807 Simmerhorn RD</u>
City, ST, Zip: <u>GALT CA 95632</u>	City, ST, Zip: <u>GALT, CA 95632</u>
Telephone: <u>209 814 1396</u> Fax:	Telephone: <u>209 814 -1396</u> Fax:
Email: <u>pfraquel@softcom.net</u>	Email: <u>pfraquel@softcom.net</u> License #:

Project Address or Specific Location: <u>MUCK VALLEY ROAD, THOMPSON RESERVOIR, NUBER</u>			
Deed Reference: Book: <u>13</u>	Page: <u>08</u>	Year: <u>2021</u>	Doc#: <u>02801</u>
Zoning: <u>UC-2</u>	General Plan Designation:		
Parcel Size (acreage): <u>640</u>	Section: <u>16</u>	Township: <u>37N</u>	Range: <u>7E</u>
Agricultural Land	Use: <u>Agriculture</u>	Acres: <u>640</u>	

Code Area Number(s):			
Assessor's Parcel Number(s):	<u>013-080-010</u>	-	-
Assessed Value-Land <u>4</u>	<u>\$433,210</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.		*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).	
<u>[Signature]</u> Date: <u>10/7/21</u>		Date:	
<u>Edward J. Stuart</u> Date: <u>10/7/21</u>		Date:	

A REZONE APPLICATION AND FEE MUST BE SUBMITTED WITH THIS APPLICATION

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-080-010

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

In Township 37 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 16: All.

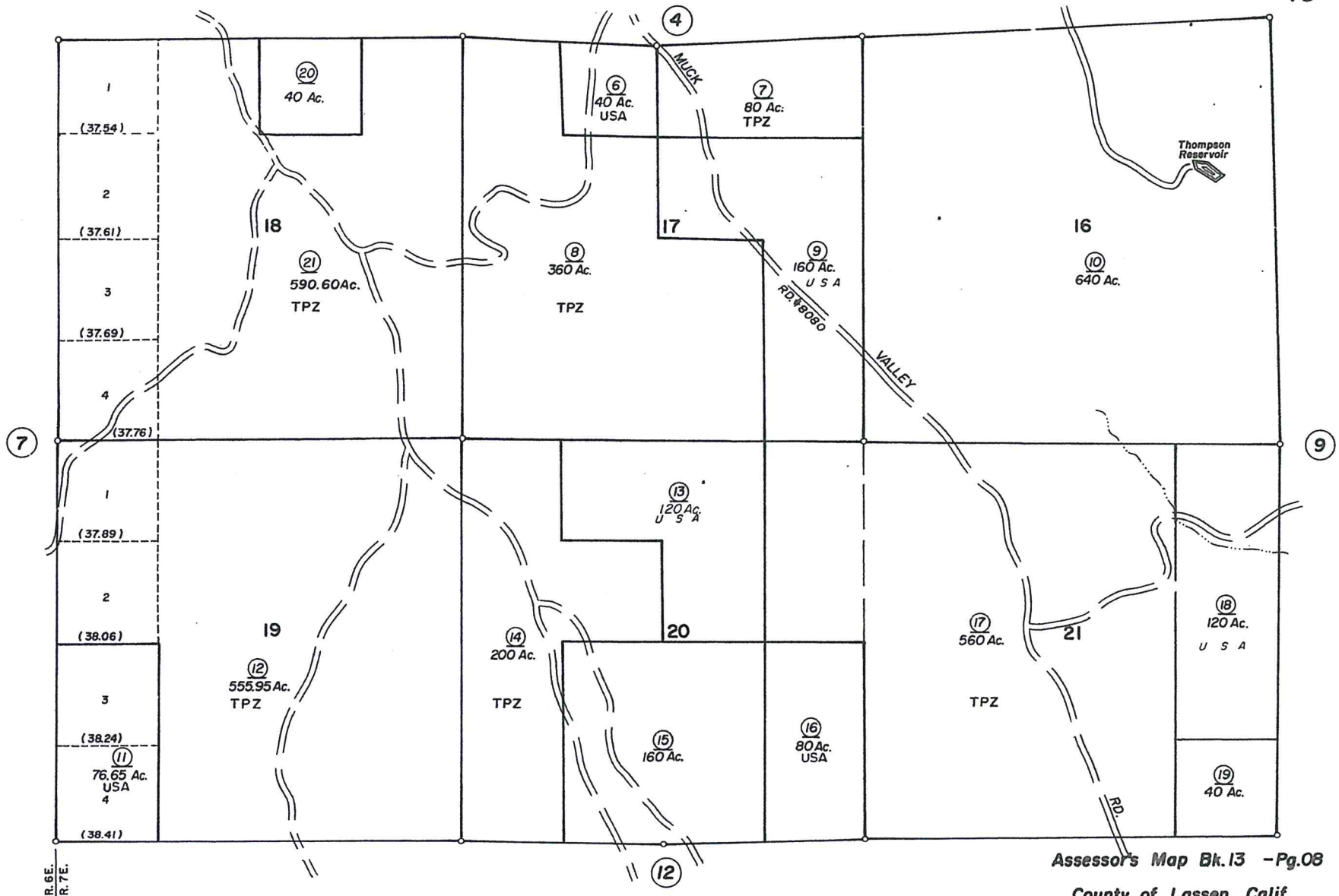
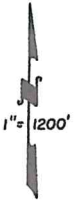
013-080-010

Provided by:
ARCELOQUEST

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

T. 37N., R. 7E., M. D. B. & M.

13-08



Assessor's Map Bk. 13 - Pg. 08
County of Lassen, Calif.

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



REZONE APPLICATION

FILING FEE: \$1,350 and ENVIRONMENTAL HEALTH FEE: \$85

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

DEC 15 2021

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: R72021-001

Property Owner/s		Property Owner/s	
Name:	<u>PAUL & SYBILYN RAQUEL</u>	Name:	<u>EDWARD & LILIA STUMAT</u>
Mailing Address:	<u>11807 Simmerhorn RD</u>	Mailing Address:	<u>711 227TH ST</u>
City, ST, Zip:	<u>GALT, CA 95637</u>	City, ST, Zip:	<u>TORRANCE CA 90502</u>
Telephone:	<u>209-814-1396</u> Fax:	Telephone:	<u>310-721-1623</u> Fax:
Email:	<u>Pfraquel@softcom.NET</u>	Email:	<u>ed-stumat@msn.com</u>

Applicant/Authorized Representative*		Agent (Land Surveyor/Engineer/Consultant)	
Same as above: <input checked="" 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: <u>MUCK VALLEY ROAD, NUBIEBOR, 2 mile south of 299 Hwy</u>			
Deed Reference: Book:	<u>13</u>	Page:	<u>98</u>
Year:	<u>2021</u>	Doc#:	<u>02801</u>
Zoning:	<u>AG UC-2</u>	General Plan Designation:	<u>Extensive Agriculture</u>
Parcel Size (acreage):	<u>640</u>	Section:	<u>16</u>
		Township:	<u>37N</u>
		Range:	<u>7E</u>

Assessor's Parcel Number(s):	<u>013 - 080 - 010</u>	-	-
-	-	-	-

Present Zoning:	<u>UC-2</u>	Proposed Zoning:	<u>UC-2-AP</u>
General Plan Amendment Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No General Plan Amendment Submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No *Staff Initial:			
Project Description: <u>REZONE UC-2 TO UC-2-AP to</u>			
<u>FACIATE WILLIAMSON ACT CONTRACT application</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.		*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: <u>10/7/21</u>		Date:	
Date: <u>10/7/21</u>		Date:	

See associated process form for required attachments and instructions.



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent





CHICAGO TITLE COMPANY

ISSUING OFFICE: 2940 Riverside Drive, Suite B, Susanville, CA 96130

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company of California
930 Executive Way, Suite 200 • Redding, CA 96002
• FAX

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Angela Delcarlo-Maxfeldt
Email: angela.delcarlo@ctt.com
Title No.: FFHO-CTO210183L-AD

Escrow Officer: Sherri Bradley
Email: sherri.bradley@fnf.com
Escrow No.: FFHO-5032101970

TO: Wilson Realty
2610 Bechelli Lane, Suite D
Redding, CA 96002
Attn: Scott Exley

PROPERTY ADDRESS(ES): vacant land, Nubieber, CA

EFFECTIVE DATE: April 21, 2021 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)
ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

JMAC Group, LLC, a South Dakota limited liability company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-080-010

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

In Township 37 North, Range 7 East, Mount Diablo Meridian, according to the official plat thereof.

Section 16: All.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

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 2021-2022.
2. 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.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Malacha Power Project, Inc.
Purpose: General and utility purposes
Recording Date: May 20, 1986
Recording No.: Book 458, Page 384 of Official Records

A Corrective Amendment to Easement Agreement and Assignment was recorded December 14, 1988 in Book 498 of Official Records, at Page 851, Lassen County Records.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: United States of America
Purpose: A perpetual non-exclusive easement to locate, construct, use maintain, improve, relocate and repair a road
Recording Date: July 10, 1989
Recording No.: Book 507, Page 144 of Official Records
Affects: A parcel of land lying in the Southwest quarter of the Southwest quarter (SW 1/4 SW 1/4) of Section 16, Township 37 North, Range 7 East, Mount Diablo Meridian, as shown on Exhibit A attached to Road Easement recorded July 10, 1989 in Book 507 of Official Records, Page 144
5. Any policy of title insurance issued under this application will not insure a legal right of access to and from said Land. Insuring Provision 4 will be deleted.
6. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

EXCEPTIONS
(continued)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: JMAC Group, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form

END OF EXCEPTIONS

NOTES

Note 1. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.:	013-080-010
Fiscal Year:	2020-2021
1st Installment:	\$2,176.34
2nd Installment:	\$2,176.34
Land:	\$428,768.00
Code Area:	052004

Note 2. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 3. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

Note 4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 5. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t] [or T] his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

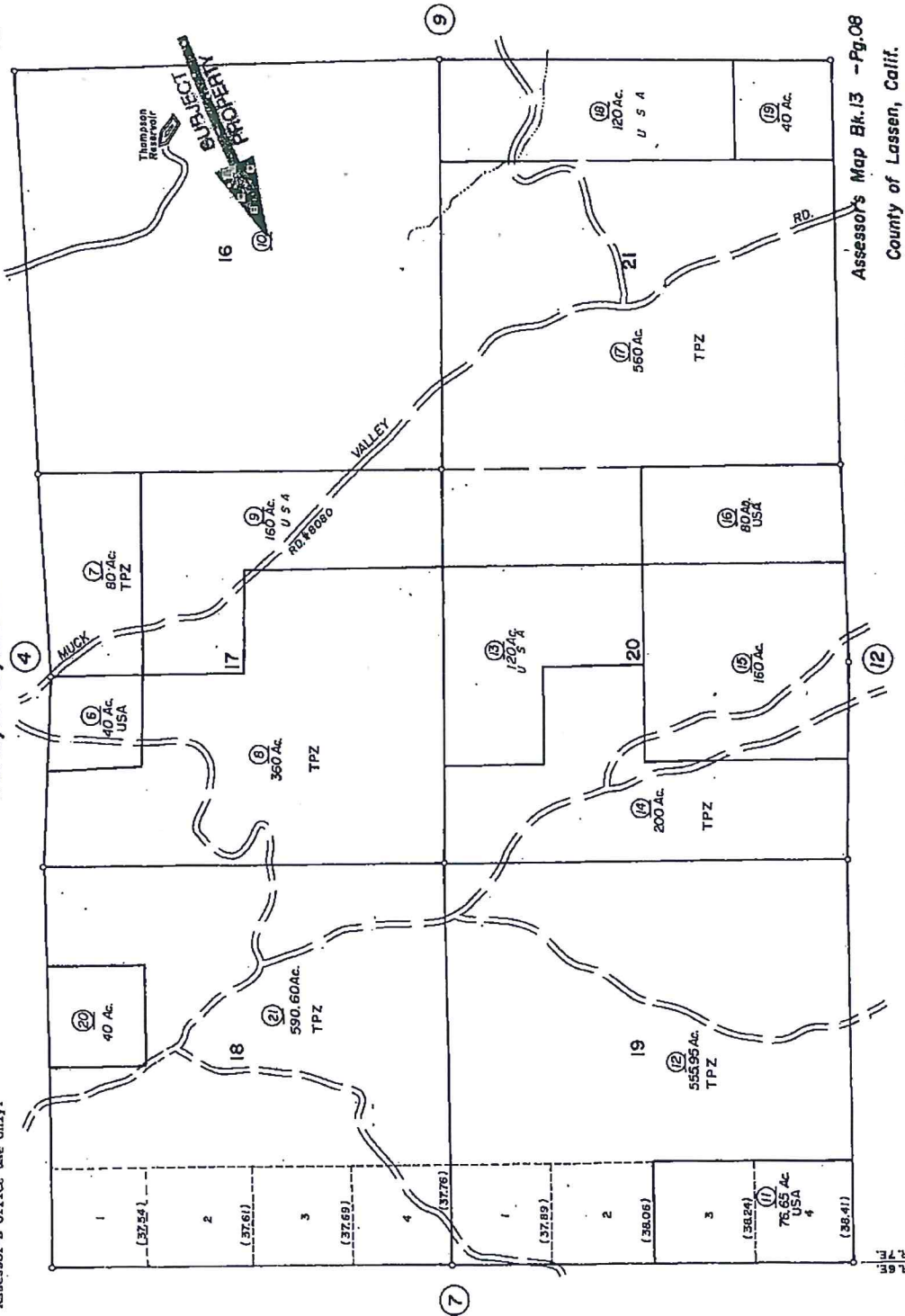
CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

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

T. 37N., R. 7E., M.D.B. & M.

13-08



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

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.

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