



AGRICULTURAL ADVISORY COMMITTEE

4137 Branch Center Rd.
Sacramento, CA 95827
(916) 875-6603
(916) 875-6150 FAX
www.saccounty.gov

Steve Campbell – HOA Representative
Vacant – Agricultural Economics
Brian Fishback – Commercial Bee Keeping
Morgan Doran – UC Extension Farm Advisor
Charlotte Mitchell – Natural Resources; Poultry
Ken Oneto – Orchards, Vineyards, Row Crops
Brad van Loben Sels – Farm Management
Jim Vietheer – Livestock
Michael Wackman – Natural Resources; Wineries

AGENDA

June 21, 2023; 6:30pm

Coastal Redwood Room

4137 Branch Center Rd., Sacramento, California

Public testimony will be received on each agenda item as it is called. The applicant is allocated 10 minutes to speak; individual comments are limited to 3 minutes; and individuals representing a group are allocated 5 minutes.

Items not on the agenda may be addressed by the general public during Public Forum. Comments are limited to 3 minutes per person. The Committee reserves the right to waive said rules by a majority vote. Public Forum is for general comments only. No action will be taken on these items unless they are scheduled on a future agenda.

To ensure timely delivery to the Agricultural Advisory Committee, written information from the public must be received by the Agricultural Commissioner by the last Wednesday prior to the meeting. The Agricultural Commissioner cannot guarantee that any FAX or mail received the day of the meeting will be delivered to the Committee prior to action on the subject matter.

All Agricultural Advisory Committee meetings are recorded. Anyone wishing to receive a copy of a recording of an Agricultural Advisory Committee meeting may do so under the California Public Records Act by requesting a copy through <https://saccounty.nextrequest.com/>.

Written minutes of the Agricultural Advisory Committee can be accessed at <http://www.agcomm.saccounty.gov> or by contacting the Agricultural Commissioner's Office utilizing the California Public Records Act request process.

Pursuant to Government Code §54954.2, any person with a disability who requires a modification or accommodation in order to participate in this public meeting is to contact the Agricultural Commissioner's Office by 4:00pm the day of the meeting.

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes (Meeting of April 10, 2023)
4. Public Forum
5. New Business:
 - a. PLNP2022-00320 Leary Road Sanchez & Brouwer Williamson Act Contract Amendment: A Board Review Request to amend existing Williamson Act Contracts for a property located at 14003 Leary Road in the Delta Community – Austin Chan, Planning and Environmental Review
 - b. PNL2021-00128 By-Right Supportive Housing Zoning Code Amendment (LEAP Grant): Review proposed amendment package related to potential updates to Farm Worker Housing Use Standards – Lauren Haas, Planning and Environmental Review
6. Industry/Association/Partner Agency Updates
7. Agricultural Commissioner Update – Chris Flores
8. Committee Member Updates
9. Adjournment – Next Meeting: July 12, 2023; 6:30 p.m.

New Business:

- a. PLNP2022-00320 Leary Road Sanchez & Brouwer Williamson Act Contract Amendment**

**PLANNING AND ENVIRONMENTAL REVIEW
COUNTY OF SACRAMENTO
CALIFORNIA**

To: Agricultural Advisory Committee

Subject: PLNP2022-00320. Leary Road Sanchez & Brouwer Williamson Act Contract Amendment (BRB). A Board Review To Amend Existing Williamson Act Contracts For A Property Located At 14003 Leary Road In The Delta Community.

Decision
Body: Board of Supervisors

APN: 142-0070-001, 142-0050-016, 142-0050-018, 142-0050-019, 142-0050-016-021

Supervisory
District: Hume

Contact: Austin Chan, Assistant Planner, (916) 874-3473, chanau@saccounty.gov

Details of Request:

1. A **Board Review** to amend existing Williamson Act contracts to be consistent with the proposed lot line adjustments (PLNP2020-00173), relating to a to a total of 441 acres, in the Delta Community.

Applicant:

Jacob Brouwer and Jeanette Brouwer
1564 Mission Road
Escondido, CA 92029
Contact: Arnold Veldkamp

OWNERS:

Jacob Brouwer and Jeanette Brouwer
1564 Mission Road
Escondido, CA 92029
Contact: Arnold Veldkamp

Joseph Sanchez and Debra Sanchez
13975 Leary Road
Walnut Grove, CA 95690

Summary of Key Points:

- The subject property is located near the intersection of Leary Road and State Highway 220 in the Delta community. The subject property is currently used for agricultural purposes.
- The subject property is zoned Agricultural- 40 (AG-40) and Agricultural- 80 (AG-80). The surrounding parcels are also used for agriculture in the AG-40 and AG-80 zoning districts.
- There are no previous entitlements or open code violations.
- This application is being processed with a Lot Line Adjustment (PLNP2020-00173).

PLNP2022-00320. Leary Road Sanchez & Brouer Williamson Act Contract Amendment.

- The subject property is under four Williamson Act contracts each covering different portions of the property.
- One of these contracts also includes other properties with different ownership, not contiguous with the subject property.
- To be consistent with the proposed lot lines, the applicant proposed to rescind three of the four contracts, and to amend the fourth to exclude their property from the contract while maintaining the other property owners contracts.
- The applicant will then re-enter into two new contracts (one for each owner as listed above).
- The Board of Supervisors is the Decision Body for this item. The AAC's recommendation will be provided to the Board of Supervisors for their consideration.

Attachments:

ATT 1 - Application

ATT 2 - Lot Line Adjustment Map

ATT 3 - Williamson Act Contracts (70-AP-001, 74-AP-007, 73-AP-066, 73-AP-067))

For more information about the project, visit the [Planning Project Viewer](#) enter the project application number, PLNP2022-00320.

For more information about the subject parcels, visit [parcel viewer](#) and enter the project address or assessor parcel number.

DISCRETIONARY PROJECT

APPLICATION CHECKLIST & GENERAL APPLICATION FORM



PLNP2022-00320

Thank you for developing in the Unincorporated Sacramento County. The length of the entitlement application process is largely dependent on the specifics of your project. However, complete, professional, and thorough applications enable Planning Staff to process the entitlement application expeditiously.

Design Review:

All projects, regardless of zoning district, that require discretionary entitlement(s) or approval(s) are subject to Design Review. Therefore, there are specific materials required to conduct the design review analysis. You can find more information on the Design Review process on PER's [website](#) and in the attached document.

Application Instructions:

All of the items listed on the application checklist must be provided unless directed otherwise by County Staff. Check the applicable boxes on the checklist to indicate that the required material is included with your application and complies with applicable standards. **Make sure to sign the bottom of the Application Checklist (page 3 of 8) to confirm that the application is complete.** If you have questions regarding the submittal requirements visit our public counter or contact the Planning help line at sacplan@saccounty.net.

Application Packet Requirements

Application	<input type="checkbox"/> Application Checklist – Must be signed (see Page 3) <input type="checkbox"/> General Application Form – Must include property owner's signature <input type="checkbox"/> Supplemental Application Form (<i>if required</i>) [Minor Use Permit, Special Development Permit (General or Minor), Certificate of Nonconforming Use, Rezone, Variance, Affordable Housing Incentive Program, or Close Care Mobile Home]
Copies	<input type="checkbox"/> 1 Copy of each exhibit
Exhibits	<input type="checkbox"/> Size 24" x 36", folded individually to 8 ½" x 11" <input type="checkbox"/> Submit one reduction of each exhibit 8 ½" x 11" <i>*Should project exhibits include or be required to include information requiring the skills of a professional land surveyor or engineer (ex. contour lines, benchmark data, easement locations) the exhibit shall be stamped and signed consistent with the requirements of California Code of Regulations Section 411.</i> <i>*See following pages for additional exhibit-specific requirements*</i>
Electronic Format	<input type="checkbox"/> All files should be in PDF form and uploaded separately on a CD or a thumb drive, or provided electronically to PER if using online submittal option.

Advisories:

- Please be advised that if this Application Checklist is not signed your application will be rejected.
- Please be advised that submittals with insufficient information will be considered incomplete and will be rejected.

Application Checklist – General Application Requirements

PLNP2022-00320

☐ Site Plan

- ☐ Title, address, and assessor parcel number of the property;
- ☐ All property lines and easements (existing and proposed);
- ☐ All existing and ultimate public right-of-ways;
- ☐ All existing and/or proposed structures;
- ☐ All site dimensions including parking lot planters, walks, etc.;
- ☐ Location, species and size of all existing trees (indicate trees to be removed);
- ☐ All fences or walls including height;
- ☐ All loading and storage facilities, utilities, trash enclosures, transformers, etc.;
- ☐ A statement regarding the proposed floor area, site area, parking ratios, employee counts where applicable, and zoning classification;
- ☐ A list of all service providers (water, sewer, school/park district, etc.);
- ☐ Floodplain designation and finished floor elevation (if applicable)



☐ Floor Plans

- ☐ Use for which each room is intended;
- ☐ Square footage of proposed structure separating habitable and nonhabitable space;
- ☐ Square footage for each room;

☐ Colored Elevations

- ☐ Slope of the property in relation to the proposed structure(s);
- ☐ All sides of structures showing architectural features and access points (doors, windows etc.);
- ☐ Roof pitch and height of plate line and peak;

Design Review Application Material

<input type="checkbox"/> Completed Design Review application	<input type="checkbox"/> Color and Materials Sample Board (size 11" x 17")
<input type="checkbox"/> Completed Design Guidelines Supplemental Form	<input type="checkbox"/> One Set of Context Drawings
	<input type="checkbox"/> Colored Building Elevations

Landscape Design Application Material

<input type="checkbox"/> Landscaped Site Plan with the following information: <ul style="list-style-type: none"> ▫ Existing and proposed buildings ▫ Streets with street names ▫ Parking areas ▫ Walkways ▫ Fences and walls ▫ Light fixtures ▫ Transformers ▫ Fire equipment ▫ Monument signs ▫ Trash enclosures ▫ Site boundaries including property lines, right of way, and setbacks 	<input type="checkbox"/> Planting layout showing: <ul style="list-style-type: none"> ▫ tree symbols at ¾ mature sizes (not to exceed 30' – 35' diameter) ▫ shrubs and groundcover areas including proposed lawn ▫ water features ▫ storm water quality features (storm water quality features may require cross sections) ▫ A table or callouts indicating species of all existing trees
<input type="checkbox"/> A preliminary shade calculation in the County's format demonstrating compliance with County requirements	<input type="checkbox"/> The square footage of landscape area proposed

Landscape Design Application Material – Continued

PLNP2022-00320

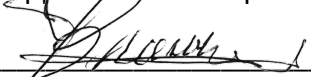
<input type="checkbox"/> Drawing to be on a title block with designer contact information	<input type="checkbox"/> Design statement and concept indicating knowledge of the following: <ul style="list-style-type: none">▫ Water conservation goals▫ Development standards▫ Design guidelines
<input type="checkbox"/> Dimensions on all required planter widths (all required widths exclude curbs)	<input type="checkbox"/> Preliminary landscape grades, or indications of slopes
<input type="checkbox"/> Indication of surface types (turf, decomposed granite, concrete, asphalt, pervious pavers, etc.)	<input type="checkbox"/> A candidate plant list or legend of proposed trees and shrubs, including common and botanical name., and water use designation per the WUCOLS IV document



Tentative Maps Application Material

<input type="checkbox"/> Tentative Maps Shall Include: <ul style="list-style-type: none"><input type="checkbox"/> Subdivision Name, Date, north arrow, scale, contour intervals, vicinity map showing roads, adjoining subdivision, creeks, railroads and other data sufficient to locate the subdivision;<input type="checkbox"/> Contact Information for Property Owner – Name, address and telephone number;<input type="checkbox"/> Contact Information of Applicant (If different than Property Owner);<input type="checkbox"/> Name business address and telephone number of the Registered Engineer or Licensed Surveyor who prepared the tentative map;<input type="checkbox"/> A list of all service providers (water, sewer, school/park district, etc.);<input type="checkbox"/> Private sewage disposal systems and water wells shall be shown on the map (if required);<input type="checkbox"/> Proposed gross and net acreages and square footage of all new parcels;<input type="checkbox"/> Species, circumference and drip line of existing trees with a trunk diameter of four (4) inches or more. Any trees proposed to be removed shall be so indicated;<input type="checkbox"/> Location of existing structures shall be plotted on the map, labeled and identified (by type of structure), and structures to be removed shall be so marked;<input type="checkbox"/> Topographic data: generally two (2) foot contours except in floodplains where one (1) foot contours are required;<input type="checkbox"/> Proposed park and recreational sites, common areas, open space areas including method of ownership and management;<input type="checkbox"/> FOR VESTING TENTATIVE MAPS ONLY: Pursuant to Section 66452 of the Subdivision Map Act, the words "Vesting Tentative Map" shall be printed conspicuously on the face of the map.

By signing below you acknowledge that the submitted application contains the required information and that the application is complete.



Applicant Signature

Print Name

Date



General Application Form

This application form must accompany all Planning Entitlement requests.

Additional pages are required as indicated below.

Specific application requirements are detailed on the Application Instructions and Checklist. It is the applicant's responsibility to ensure that the application package is complete and accurate.

Application Requests

(Check all that apply; a supplemental application is required for items marked with an *)

- | | | |
|--|---|--|
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Rezone* |
| <input type="checkbox"/> Tentative Subdivision Map | <input type="checkbox"/> Tentative Parcel Map | <input type="checkbox"/> Design Review* |
| <input type="checkbox"/> Minor Use Permit* | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Special Development Permit – General* |
| <input type="checkbox"/> Development Plan Review* | <input type="checkbox"/> Tentative Map Extension | <input type="checkbox"/> Special Development Permit – Minor* |
| <input checked="" type="checkbox"/> Other | | |
| <input type="checkbox"/> This request is part of a pending or approved application Control Number: | | |

Site address:	
Assessor's Parcel Number(s) ¹ : 142-0050-016,-018,-019,-021 & 142-0070-001	Gross Acres: 441.50
Project Name: PLNP2020-00173 Leary Rd Sanchez & Brouwer LLA	

Contact Information

Indicate Billing Party in check box below

↓	<input type="checkbox"/>	Applicant	Name:	Contact:
			Address:	City:
			State/Zip:	Email: Phone:
	<input checked="" type="checkbox"/>	Property Owner or Agent	Name: Jacob Brouwer and Jeanette Brouwer	Contact: Arnold Veldkamp
			Address: 1564 Mission Road	City: Escondido
			State/Zip: CA	Email: aveldkamp@superiorm.com Phone: 760-745-0556
	<input type="checkbox"/>	Other	Name:	Contact:
			Address:	City:
			State/Zip:	Email: Phone:
			<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____	
	<input type="checkbox"/>	Other	Name:	Contact:
			Address:	City:
			State/Zip:	Email: Phone:
			<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____	

¹ Parcel numbers may be obtained from the Assessor's website at www.assessor.saccounty.net, by calling their office at (916) 875-0700, or by visiting in person at 3701 Power Inn Road, Suite 3000, Sacramento, CA.

Legal Authority and Consent to File Application

Fee Consent and Other Acknowledgements

An initial below indicates that you understand and agree to the item. If you do not understand an item please ask the intake planner for an explanation.



I understand that if the initial entitlement fee is a deposit, actual costs will be based on set hourly rates and actual **time and materials** used. Please refer to the Planning Fee Schedule to determine if your selected entitlements will be subject to a flat fee or time and materials.



I understand that if actual costs exceed the amount of the deposit I will be billed for the additional costs based on **time and materials** used.



I understand that additional fees for the preparation of an environmental document, which is required pursuant to the California Environmental Quality Act (CEQA), may be required.



I understand that if necessary, I will receive a separate letter requesting a deposit for the environmental document. The typical range for an environmental document for small maps and use permits is **\$6,000 – \$12,000** depending on the specifics of the site and the complexity of the project. For projects with complex environmental issues the deposit amount could be substantially higher.



I agree to pay all fees required to complete processing of this application. I understand that my application will not be deemed complete until the environmental document deposit has been received.



I hereby give permission to County staff and other authorized personnel to conduct site inspections and post public notification signs on my property during the processing of this application. I consent to the posting of the address and contact information of all parties to this application on any website maintained by the County of Sacramento (the County).



I agree not to alter the physical condition of the property during the processing of this application; such as, but not limited to removing trees, constructing or demolishing structures, altering streams, and/or grading or filling. I understand that such alteration of the property may result in the imposition of criminal, civil or administrative fines or penalties, or delay or denial of the project.



Applicant shall defend, indemnify and hold harmless the County and its agents, including consultants, officers and employees from any claim, action or proceeding against the County or its agents, including consultants, officers or employees to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, including any claim for private attorney general fees claimed by or awarded to any party against the County, and shall also include the County's costs incurred in preparing the administrative record which are not paid by the petitioner. The County shall promptly notify the applicant of any claim, action or proceeding. Notwithstanding the foregoing, the County shall control the defense of any such claim, action or proceeding unless the settlement is approved by the applicant and that the applicant may act in its own stead as the real party in interest in any such claim, action or proceeding.



I have checked the current Hazardous Waste and Substances Sites List pursuant to Government Code Section 65962.5(f). www.envirostor.dtsc.ca.gov/public/ The proposed project site is not included on the most recent list.

County of Sacramento
Planning and Environmental Review (PER)
827 7th Street, Room 225
Sacramento, CA 95814
(916) 874-6141

PLNP2022-00320

RECEIVED
11/28/2022
PLANNING DIVISION
County of Sacramento

Legal Authority and Consent to File Application



I understand that pursuant to State Fish and Games Code Section 711.4, a filing fee is required for all projects processed with a Negative Declaration or Environmental Impact Report unless it has been determined by the California Department of Fish and Wildlife (CDFW) that the project will have no effect on fish and wildlife. The fees are collected by the County Office of Planning and Environmental Review (PER) for payment to the State. I understand that I will be notified of the fee amount upon release of the environmental document for the project.



I understand that all applicants are required to provide a Neighborhood Outreach Plan. I will include my neighborhood outreach plan in my Project Description.



I hereby agree that any drainage studies and/or drainage models that are provided to the County as part of the technical studies for this entitlement process will be provided with a license or other satisfactory release allowing the County to duplicate, distribute, and/or publish the studies and models to the general public without restriction. I understand that failure to provide such license or release to the satisfaction of the County may result in comment that the study and or model is inadequate to support the entitlement request.

The signature below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S) OF LEGAL PROPERTY OWNERSHIP OR OFFICIAL AGENT/ AUTHORITY TO FILE (check one)

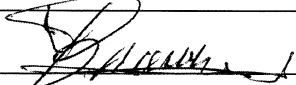
☒ Ownership

☐ Contract to Purchase*

☐ Letter of Authorization*

☐ Power of Attorney*

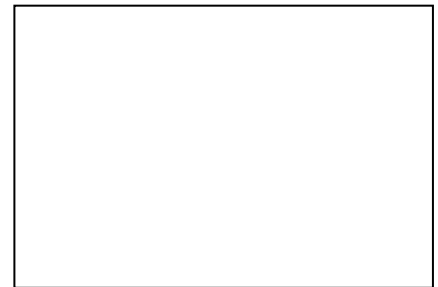
*Must Attach Evidence

Owners/Agents* Name: Jacob Brouwer and Jeanette Brouwer Trustees declaration of Trust dtd 05/11/77	
Signature: 	Date: 11/17/22
*Must Attach Evidence	

Owners Name:	
Signature:	Date:

Owners Name:	
Signature:	Date:

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Statement of County Responsibility

Please read the following statement outlining your responsibilities in the application hearing process.

An amendment to California Law (AB 884), adopted in 1977 and effective January 1, 1978, requires the County and all other jurisdictions in the state to take final action to approve or disapprove a request like yours within one year of the County's acceptance of your application as complete. In most cases, the County has approved requests like yours in significantly less time. However, the legislation now requires the County to "count down" the days so that requests are not inadvertently approved without approval by the Board of Supervisors or a designated body.

The law requires the County to inform you within 30 days after the application is submitted if your application is incomplete for our needs. If the application is complete and has all the information we need, the processing will be initiated immediately. If additional data is needed, a letter will be sent to you specifically stating the information needed. The staff will not certify that the application is complete until all the requested items have been submitted to the County and the required fees have been paid.

Your application will be heard in a public hearing. The County is required by law to notify all those property owners within 500 feet with a minimum of 30 property owners as shown on the latest assessment roll. This provides an opportunity for those most affected by a proposed use to provide input to the hearing body.

PLEASE BE ADVISED THAT THIS APPLICATION IS NOT APPROVED UNTIL THE ULTIMATE HEARING BODY HAS TAKEN ITS FINAL ACTION AND ALL APPEALS EXHAUSTED. ANY RECOMMENDATIONS OR COMMENTS BY STAFF OR ACTIONS BY INTERMEDIATE HEARING BODIES ARE ONLY ADVISORY AND SHOULD NOT BE RELIED ON FOR THE PURPOSES OF MAKING FINANCIAL COMMITMENTS.

Project Description, Justification and Neighborhood Outreach Plan

The Project Description is a comprehensive explanation of the applicant's project/request. It should include background information, reasoning, and the goal(s) of the project/request. The Neighborhood Outreach Plan describes how the applicant plans to keep neighboring property owners (those within a 500 foot radius of the project site) informed about the project and how community concerns will be addressed. Please note, as part of the entitlement process, PER staff notifies property owners and tenants within a specified distance of the project boundaries of the project description and provide an opportunity for comment. Additionally, many entitlements are presented to the Community Planning Advisory Council (CPAC) for the area in which the project is located. Please see the application instructions and Sacramento County Zoning Code User Guide for more information. Please attach additional pages if necessary.

Project Description
Justification
Neighborhood Outreach Plan

County of Sacramento
Planning and Environmental Review (PER)
827 7th Street, Room 225
Sacramento, CA 95814
(916) 874-6141

PLNP 2022 - 00320



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- | | | |
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| <input type="checkbox"/> Development Plan Review* | <input type="checkbox"/> Tentative Map Extension | <input type="checkbox"/> Special Development Permit – Minor* |
| <input checked="" type="checkbox"/> Other | | |
| <input type="checkbox"/> This request is part of a pending or approved application Control Number: | | |

Site address:	
Assessor's Parcel Number(s) ¹ : 142-0050-016,-018,-019,-021 & 142-0070-001	Gross Acres: 441.50
Project Name: PLNP2020-00173 Leary Rd Sanchez & Brouwer LLA	

Contact Information

Indicate Billing Party in check box below

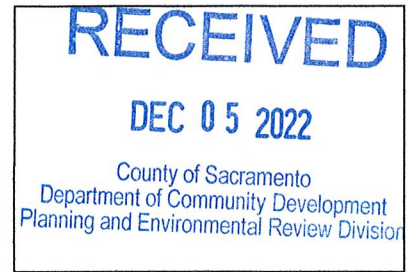
<input type="checkbox"/>	Applicant	Name:	Contact:
		Address:	City:
		State/Zip: Email:	Phone:
<input type="checkbox"/>	Property Owner or Agent	Name: Joseph and Debra Sanchez	Contact:
		Address: 13975 Leary Road	City: Walnut Grove
		State/Zip: CA 95690 Email: jlazys@msn.com	Phone:
<input type="checkbox"/>	Other	Name:	Contact:
		Address:	City:
		State/Zip: Email:	Phone:
<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____			
<input type="checkbox"/>	Other	Name:	Contact:
		Address:	City:
		State/Zip: Email:	Phone:
<input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Developer <input type="checkbox"/> Other _____			

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PLNP 2022-00320



Legal Authority and Consent to File Application

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- JTS
DCS I understand that if the initial entitlement fee is a deposit, actual costs will be based on set hourly rates and actual **time and materials** used. Please refer to the [Planning Fee Schedule](#) to determine if your selected entitlements will be subject to a flat fee or time and materials.
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DCS I agree to pay all fees required to complete processing of this application. I understand that my application will not be deemed complete until the environmental document deposit has been received.
- JTS
DCS I hereby give permission to County staff and other authorized personnel to conduct site inspections and post public notification signs on my property during the processing of this application. I consent to the posting of the address and contact information of all parties to this application on any website maintained by the County of Sacramento (the County).
- JTS
DCS I agree not to alter the physical condition of the property during the processing of this application; such as, but not limited to removing trees, constructing or demolishing structures, altering streams, and/or grading or filling. I understand that such alteration of the property may result in the imposition of criminal, civil or administrative fines or penalties, or delay or denial of the project.
- JTS
DCS Applicant shall defend, indemnify and hold harmless the County and its agents, including consultants, officers and employees from any claim, action or proceeding against the County or its agents, including consultants, officers or employees to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, including any claim for private attorney general fees claimed by or awarded to any party against the County, and shall also include the County's costs incurred in preparing the administrative record which are not paid by the petitioner. The County shall promptly notify the applicant of any claim, action or proceeding. Notwithstanding the foregoing, the County shall control the defense of any such claim, action or proceeding unless the settlement is approved by the applicant and that the applicant may act in its own stead as the real party in interest in any such claim, action or proceeding.
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J.T.S.
D.S.

I understand that all applicants are required to provide a Neighborhood Outreach Plan. I will include my neighborhood outreach plan in my Project Description.

J.T.S.
D.S.

I hereby agree that any drainage studies and/or drainage models that are provided to the County as part of the technical studies for this entitlement process will be provided with a license or other satisfactory release allowing the County to duplicate, distribute, and/or publish the studies and models to the general public without restriction. I understand that failure to provide such license or release to the satisfaction of the County may result in comment that the study and or model is inadequate to support the entitlement request.

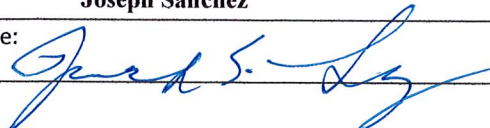
The signature below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

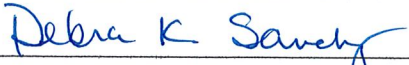
APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S) OF LEGAL PROPERTY OWNERSHIP OR OFFICIAL AGENT/ AUTHORITY TO FILE (check one)

☒ Ownership ☐ Contract to Purchase* ☐ Letter of Authorization* ☐ Power of Attorney*
*Must Attach Evidence

Owners/Agents* Name:	
Signature:	Date:

*Must Attach Evidence

Owners Name: Joseph Sanchez	
Signature: 	Date: 11-30-2022

Owners Name: Debra Sanchez	
Signature: 	Date: 11-30-2022

PLNP2022-00320

EXISTING PARCEL CONFIGURATION



30' Road Esmnt. &
12.5' P.U.E.L. Esmnt.
per 142 PM 10.

20' Gas Esmnt. per
840423 OR 944

APN 142-0050-021
(T.R. Parcel 2)

See Detail Sheet 3

APN 142-0050-020
Brouwer

APN 142-0050-008
Our Lady of Sacramento Monastery

APN 142-0070-001
(T.R. Parcels 5-7)

APN 142-0050-018
(T.R. Parcel 3)

APN 142-0050-019
(T.R. Parcel 1)

APN 142-0050-016
(T.R. Parcel 4)

APN 142-0100-061
Silver Creek Packing Co.

Leary Road (40' wide
County road)

Follows meanderings
of west bank of slough,
approx. 5,452'

NOTES

- 1) Terrain is flat, slopes ranging from \approx 0-5%.
- 2) See Sheet 3 for Line Data Table
- 3) Width of Leary Road appears to be largely undocumented; assumed 40' wide where not indicated otherwise by existing public record.
- 4) GTE Easements per Bk. 89-02-08 OR Pg. 1104 and 89-04-04 OR Pg. 1562 may affect the parcel - the documents do not include a plottable description of the easement.
- 5) See Sheet 2 for a discussion of the status of the existing legal parcels.

LEGEND

Ex.	Existing
L1 or C1	Property Line Data (See Tables on Sheet 3)
LF	Leach Field/Septic System
OB	Outbuilding (barn, etc.)
RD	Residential Dwelling
T.R.	Title Report
(W)	Well

EXISTING PARCEL AREA TABLE

PARCEL	Per AP Map	Calc per Deed
142-0050-016	140.7 (net)	171.3 (gr.)
142-0050-018	142.6 (net)	181.6 (gr.)
142-0050-019	9.4 (net)	9.4 (gr.)
142-0050-021	6.4 (net)	7.3 (gr.)
142-0070-001	142.4	127.8
Total:	441.5	497.4

GENERAL INFORMATION

APN 142-0050-019 & -021
APN 142-0070-001

Owners/Applicants:

Joseph & Debra Sanchez, as Trustees
of the Joseph and Debra Sanchez
Family Trust

13975 Leary Road
Walnut Grove, CA 95690

Zoning (General Plan): AG-40/AG-80W (AG CROP)

Existing Use: Farming/Rural Residential

Proposed Use: No Change Proposed

Williamson Act: All Parcels Under Contract

Existing Utilities: Existing individual private sewer
systems and private wells.

Proposed Utilities: No Change Proposed

Flood Zone: AE (BFE 10.0 feet)

Surveyor:

Mountain Pacific Surveys
1735 Enterprise Drive, Suite 109
Fairfield, CA 94533
Phone (707) 425-6234

APN 142-0050-016 & -018

Jacob & Jeanette Brouwer, as Trustees
of the Jacob & Jeanette Brouwer
Declaration of Trust.

13900 Leary Road
Walnut Grove, CA 95690

AG-40/AG-80W (AG CROP)

Farming/Rural Residential

No Change Proposed

All Parcel Under Contract

Existing individual private sewer
systems and private wells.

No Change proposed

AE (BFE 10.0 feet)

Lot Line Adjustment Map
Lands of Sanchez & Lands of Brouwer

Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001

Sacramento County

California

MOUNTAIN PACIFIC
SURVEYS

1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1909

Approved

Drawn

Date

Proj. No.

Scale

Sheet No.

of 4

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519012

Rev. Oct. 4, 2021

EXISTING PARCEL
CONFIGURATION (cont.)



PROPERTY LINE NARATIVE

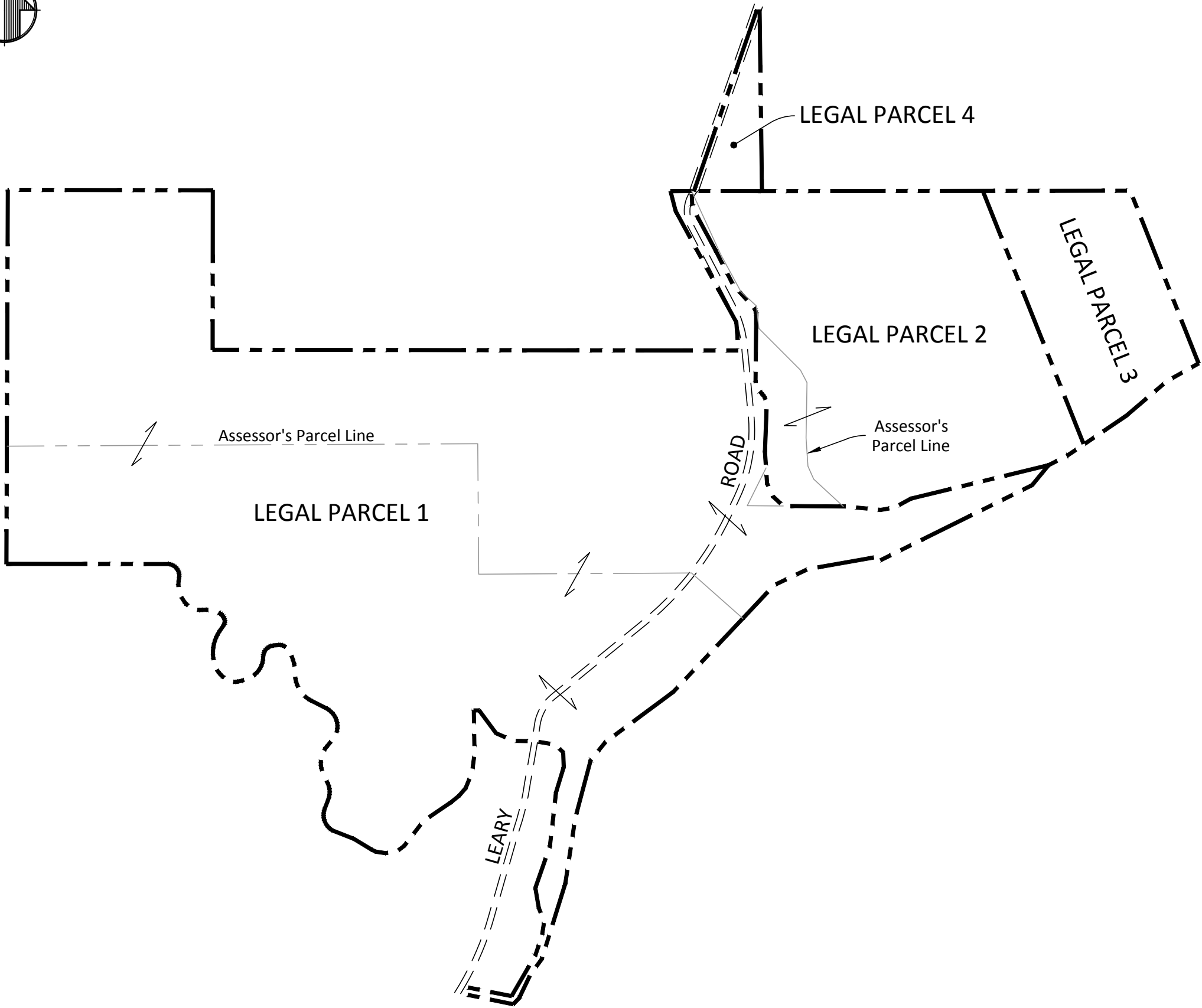
When performing a critical review of the convoluted history of the parcels over the past 100 years, it becomes apparent there may have been some historical property transfers that would be deemed inconsistent with the requirements of the State Map Act and/or local ordinance. Primary contributing factors for the confusion was the filing of a Record of Survey that incorrectly purports legal parcel lines, and a likely scrivener's error contained one legal description.


Based upon an exhaustive amount of research, analysis, and collaboration between the surveyor and the County Surveyor's staff, it has been determined the parcel configurations as depicted by the current Assessor's Parcel Maps do not reflect the most likely configuration of the current legal parcel lines.

By mutual determination and agreement, surveyor and County Surveyor's staff believe the most likely legal parcel configuration of the five Assessor's Parcel Numbers shown on Sheet 1 of this Lot Line Adjustment Map are more accurately represented by the general configuration shown on this sheet, and in fact those five Assessor's Parcels truly reflect only four legal parcels. (Parcels are shown for illustrative purposes; accurate bearings, distances, and areas have not been shown or determined.)

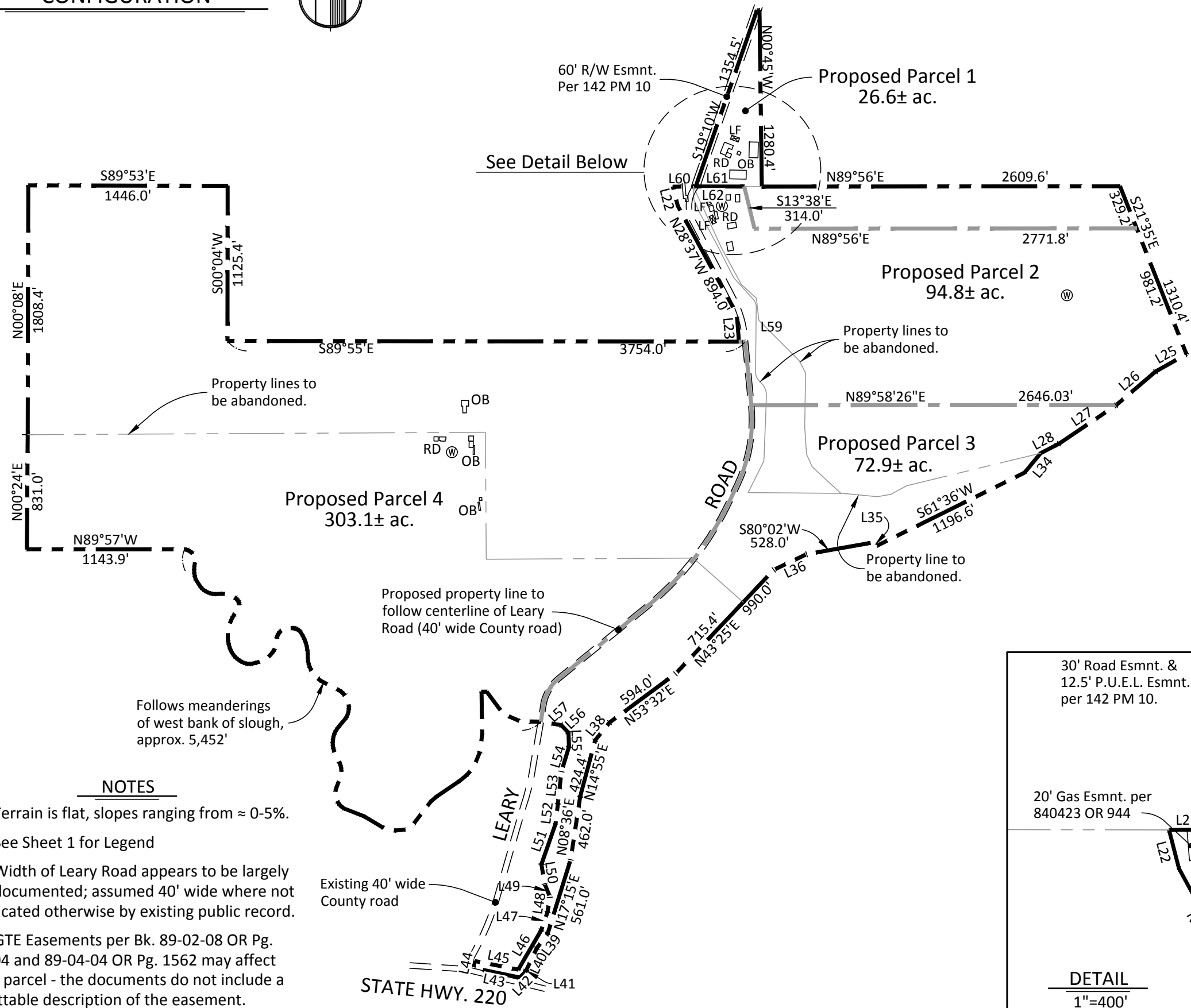
This Lot Line Adjustment application consists of any and all of the parties who can claim an ownership interest in the parcels included within this application, and by filing and processing of this Application these Owners agree (i) to the conclusion there are only four existing legal parcels to be considered as the basis of the application; (ii) if approved, four legal parcels will be the final result of this application, and (iii) by recordation of the final Certificates of Compliance, any future claim of additional underlying parcels is waived.

Upon completion of this application, the convoluted nature of these underlying parcels will be resolved with clarity for all involved Owners.



<div><div><div><div>1735 Enterprise Dr, Suite 109 Fairfield, CA 94533</div><div>PH (707) 425-6234 FAX (707) 425-1969</div></div></div></div>		<div><div><div>Lot Line Adjustment Map</div><div>Lands of Sanchez & Lands of Brouwer</div><div>Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001</div><div>Sacramento County</div><div>California</div></div></div>				Approved	
		Drawn		Scale			
		Date		Sheet No.			
		Rev. Oct. 4, 2021					
		Proj. No.		519012			
				of 4			
				2			

PROPOSED PARCEL
CONFIGURATION



NOTES

- 1) Terrain is flat, slopes ranging from \approx 0-5%.
- 2) See Sheet 1 for Legend
- 3) Width of Leary Road appears to be largely undocumented; assumed 40' wide where not indicated otherwise by existing public record.
- 4) GTE Easements per Bk. 89-02-08 OR Pg. 1104 and 89-04-04 OR Pg. 1562 may affect the parcel - the documents do not include a plottable description of the easement.

LINE TABLE		
LINE	BEARING	DIST.
L1	S24°37'E	490.2
L2	S28°26'E	300.0
L3	S47°20'E	150.0
L4	S06°08'E	160.0
L5	S45°00'E	415.0
L6	S27°38'E	100.0
L7	S01°04'W	390.0
L8	S03°50'E	200.0
L9	S24°08'E	100.0
L10	S47°13'E	284.2
L11	N89°31'W	672.6
L12	N26°28'E	246.0
L13	N02°11'E	462.9
L14	N00°38'E	466.5
L15	N42°07'W	211.8
L16	N27°07'W	141.0
L17	N26°46'W	126.3
L18	N28°23'W	264.0
L19	N24°05'W	101.3
L20	N02°26'W	97.8
L21	S89°53'E	148.5
L22	N14°22'W	143.5
L23	N04°16'W	200.0
L24	S89°53'E	479.9
L25	S60°43'W	257.5
L26	S49°34'W	375.0
L27	S55°57'W	500.0
L28	S62°43'W	120.8
L29	N76°21'E	1000.0
L30	N61°21'E	130.0
L31	N79°57'E	100.0
L32	S84°25'E	250.0

LINE TABLE		
LINE	BEARING	DIST.
L33	S89°31'E	15.4
L34	S39°36'W	183.3
L35	N05°27'W	32.1
L36	S64°33'W	264.0
L37	S43°17'W	322.7
L38	N39°05'E	165.0
L39	N36°33'E	132.0
L40	N25°36'E	175.6
L41	N17°04'E	9.0
L42	N44°04'E	64.0
L43	S78°22'E	345.2
L44	S12°55'W	51.2
L45	N78°47'W	321.1
L46	S30°11'W	333.0
L47	S18°59'W	138.2
L48	S09°29'W	107.3
L49	S21°26'E	106.0
L50	S09°27'E	143.2
L51	S19°15'W	310.4
L52	S06°42'W	147.5
L53	S06°18'W	234.4
L54	S16°57'W	187.8
L55	S02°07'E	102.5
L56	N43°58'W	76.2'
L57	N80°19'W	149.3'
L58	S89°53'E	18.5'
L59	S89°55'E	45.1'
L60	S89°53'E	164.8'
L61	S89°53'E	353.0'
L62	S89°53'E	517.8'

Approved

Lot Line Adjustment Map

Lands of Sanchez & Lands of Brouwer

Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001

Sacramento County

California

MOUNTAIN PACIFIC
SURVEYS

1735 Enterprise Dr., Suite 109
Fairfield, CA 94533

PH (707) 425-6234
FAX (707) 425-1969

Scale
1" = 800'

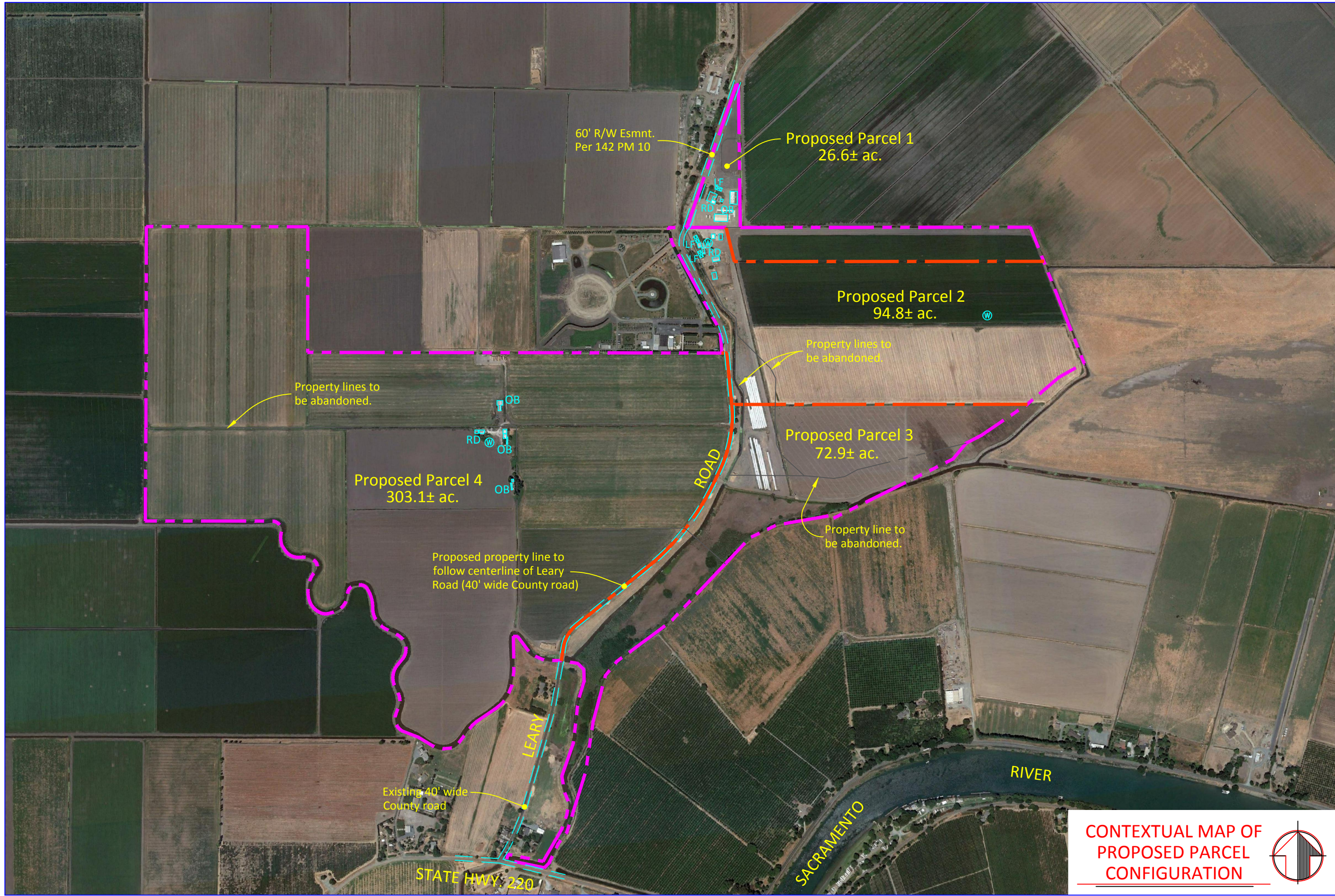
Sheet No.

Date
Rev. Oct. 4, 2021

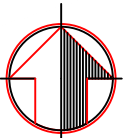
Proj. No.
519012


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of 4



CONTEXTUAL MAP OF
PROPOSED PARCEL
CONFIGURATION





1735 Enterprise Dr, Suite 109
Fairfield, CA 94533

PH (707) 425-6234
FAX (707) 425-1969

Approved

Drawn

Date

Proj. No.

Scale

Rev. Oct. 4, 2021

519012

of 4

1" = 800'

Sheet No.

4

Lot Line Adjustment Map

Lands of Sanchez & Lands of Brouwer

Assessor's Parcel Nos. 142-0050-016, -018, -019, -021 and 142-0070-001

Sacramento County

California

Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

BOOK 70 02 26 PAGE 453

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.

FEB 26 1 40 PM 1970

Renard J. Hooper
Space Above For Recorder's Use

14206

RESOLUTION NO. 70-AP-001

RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE
WITHIN SACRAMENTO COUNTY

NO FEE

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 70-19 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta Area

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) Establishment, Disestablishment, Alteration. The procedures set forth in Resolution No. 70-19 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) Policy.

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) Agricultural Zoning. It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) Permitted Agricultural Uses. Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) Compatible Uses. Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and made part of this Resolution.

(6) Limitation on Uses. If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A" and "B" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) Continuation of Preserve. Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 18th day of February, 1970, by the following vote, to wit:

AYES:	Supervisors,	GUALCO, O'BRIEN, PHELAN, WOOD, KLOSS
NOES:	Supervisors,	NONE
ABSENT:	Supervisors,	NONE

(SEAL)

ATTEST:

E. Henry Bloss
Clerk of the Board of Supervisors

E. Henry Bloss
Chairman of the Board of Supervisors of Sacramento County,
California

14206 FEB 26 1970

EXHIBIT "A" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

BOOK 70 02 26 PAGE

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.

14206

EXHIBIT "C" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

The real property is situate in the County of Sacramento and is described as:

See Exhibit "D" attached hereto and by said reference made a part of
this contract.

BOOK 70 02 26 PAGE 455

and/or: Assessors parcel(s) number(s):

The following property is within one mile of the City of _____ :

14206

EXHIBIT "D"

All that certain real property situate in the County of Sacramento, State of California, particularly described as follows:

OK PARCEL NO. 1: Beginning at a point 1031.5 feet West of a post set at the Center of Section 28, Township 5 North of Range 4 East, M.D.B.&M., thence South 21° 42' East 1921.5 feet to the North bank of Beaver Lake; thence following the meanders of the North bank of Beaver Lake, South 55° 57' West 133.8 feet; thence South 62° 43' West 150 feet; thence South 76° 21' West 1000 feet; thence South 61° 21' West 130 feet; thence South 79° 57' West 100 feet; thence North 84° 25' West 250 feet; thence North 89° 31' West 438.6 feet; thence leaving Beaver Lake and meandering the East bank of a Slough, North 47° 13' West 100 feet; thence North 24° 8' West 100 feet; thence North 3° 50' West 200 feet; thence North 1° 4' East 390 feet; thence North 27° 38' West 100 feet; thence North 45' West 415 feet; thence North 6° 8' West 160 feet; thence North 47° 20' West 150 feet; thence North 28° 26' West 300 feet; thence North 24° 37' West 490.2 feet; thence leaving the Slough, East 2052.2 feet to the point of beginning.
 SAVING AND EXCEPTING THEREFROM the above described premises a strip along the North side thereof 10 feet in width.

The land described in this parcel being the same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Joseph W. Joseph, by Deed dated October 26, 1907, recorded October 28, 1907, in Book 261 of Deeds, page 343.

OK PARCEL NO. 2: Beginning at a post at the center of Section 28, Township 5 North, Range 4 East, M.D.B.&M., thence South 21° 42' East 1313.5 feet to the North bank of Beaver Lake; thence following the meanderings of the said North bank of Beaver Lake, South 60° 43' West 250 feet; thence South 49° 34' West 375 feet; thence South 55° 57' West 366.2 feet to the Southeast corner of the land conveyed by the Deed mentioned in the preceding paragraph; thence North 21° 42' West, along the Eastern boundary line of said land, 1921.5 feet to the Northeast corner of said land; thence Easterly 1031.5 feet to the point of beginning.
 SAVING AND EXCEPTING from out of the above described premises a strip along North side thereof 10 feet in width. Land described in this parcel being same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Frank F. Joseph, by Deed dated February 19, 1908, in Book 265 of Deeds, page 338.
 SAVING AND EXCEPTING from said Parcel No. 2 so much of said land as lies within boundaries of Swamp Land Survey No. 301.

PARCEL NO. 3: So much of Swamp Land Survey No. 301, as lies within boundary lines of 35.639 acre tract hereinabove described as Parcel No. 2.

PARCEL NO. 4: Beginning at the point of intersection of the center line of a main drainage canal extending in a North and South direction, with center line of a drainage canal extending in an East and West direction, said point of intersection being at or very nearly at the Northeast corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East of Mount Diablo Base and Meridian: and also being at the Northeast corner of the tract of land designated as "B2" in the final decree in partition made, filed and entered on October 9, 1896, in the Superior Court of Sacramento County, in an Action No. 7182, Davis Bixler, plaintiff vs. George E. Williams, as Executor, etc., et al., defendants, a certified copy of which said Decree in Partition was recorded October 9, 1896, in County Recorder's Office of Sacramento County in Book 163 of Deeds, page 102, running thence along the center line of said North and South main drainage canal, South $0^{\circ} 46'$ East 43.37 chains; thence due West 16.293 chains; thence due North 43.366 chains to the Northeast corner of that certain tract of land conveyed by Elizabeth Augusta Bixler, et al., to Benjamin M. Bixler, et al., by Deed dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 67; thence due East 15.713 chains to point of beginning, run by true meridian, magnetic variation $17^{\circ} 04'$ East. Being the same tract of land first described in Deed by David Bixler, et al. to Elizabeth Augusta Bixler, dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 63.

EXCEPTING THEREFROM, until July 3, 1982, an undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in that certain Deed recorded July 15, 1957, at Book 3335, at page 245, Official Records of Sacramento County, California.

PARCEL NO. 5: All that portion of Section 12, Township 4 North, Range 3 East, M.D.B.&M., and Section 7, Township 4 North, Range 4 East, M.D.B.&M. on Grand Island and being more particularly described as follows:

Beginning at a point 20 feet South of the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East and which said point is located at the intersection of the south line of a County Road with the center line of a drainage ditch and running thence from the said point of beginning, along the center line of said drainage ditch, on the section line common to Sections 7 and 8, South 2168.1 feet to its

intersection with the center line of another drainage ditch constructed on the division line common to the lands now or formerly belonging to W. A. and W. C. Kesner on the North and to Blanche Sylva on the South the said above named intersection point being the Easterly corner common to the said named lands; thence, along the center line of the said last named drainage ditch, and its continuation, along the North line of the land now or formerly belonging to Blanche Sylva and E. and R. Mayhood, and others, West 5261.53 feet to the East line of a County Road, and 20 feet East from an iron pipe in the center line of said County Road, which said center line marks the location of the quarter section line through Section 12, Township 4 North, Range 3 East, and thence following along the East side of said County road, parallel to and 20 feet at right angles East, from said quarter section line, North $0^{\circ} 32'$ East 148286 feet; thence following the Southerly side of said County Road, parallel to and 20 feet at right angles from its center line North $80^{\circ} 35 \frac{1}{2}'$ East 392 feet; thence North $57^{\circ} 53'$ East 190.73 feet; thence North $37^{\circ} 20'$ East 171.83 feet; thence North $24^{\circ} 59'$ East 422.04 feet to a point 20 feet South of the center line of the said County Road; thence, following the South side of said County road, parallel to and 20 feet at right angles South from the center line of said road, North $89^{\circ} 59 \frac{1}{2}'$ East 4417 feet to the place of beginning.

PARCEL NO. 6: Commencing at a point at or very nearly at the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East, Mount Diablo Base and Meridian, the said point being also on the Southerly boundary of that certain tract of land situated, lying and being on the Grand Island described in the Deed of Conveyance of February 26, 1914; from Elizabeth Augusta Bixler, David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler, to Benjamin M. Bixler, Louis A. Bixler, Frances C. Bixler, Elinor L. Bixler and Mary A. Bixler, running thence due East twenty-four and one hundred and sixteen thousandths [24.116] chains to the Southeast corner of the said last mentioned tract of land, the said Southeast corner of the said tract of land being also on the Westerly boundary of that certain tract of land situate, lying and being on the said Grand Island, firstly described in the Deed of Conveyance of February 26, 1914, from David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Benjamin M. Bixler, Louis A. Bixler, Francis C. Bixler, Elinor L. Bixler, Mary A. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler to Elizabeth Augusta Bixler; thence due South three and three hundred and sixty-six thousandths [3.366] chains to the Southwest corner of the said last mentioned tract of land; thence along the Southerly boundary of the said last mentioned tract of land due East sixteen and two hundred and ninety-three thousandths [16.293] chains to the center of a North and South Drainage Canal, and being the Easterly boundary of the tract of land designated as "B2" in the Final Decree of Partition made, filed and entered on the 9th day of October, A. D. 1896, in the Superior Court of the State of California in and for the County of Sacramento, in an

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action entitled "David Bixler, Plaintiff, vs. George E. Williams, as Executor, etc., et al., Defendants", No. 7182, a certified copy of which said Final Decree was recorded on the said 9th day of October, A. D. 1896, in the office of the County Recorder of the said County of Sacramento, in Book 163 of Deeds, at page 102; thence along the center line of the said drainage canal South $00^{\circ} 46'$ East thirty-seven and thirty-eight hundredths [37.38] chains to a point where the said drainage canal deflects to the Southwest; thence continuing along the exterior boundary of the said tract of land designated as "B2" South $00^{\circ} 39'$ East two hundred and eighty-five thousandths [.285] chains to the Southerly bank of the said drainage canal; thence along the Southerly bank of the said drainage canal South $43^{\circ} 54 \frac{1}{2}'$ West thirty-two and three hundred and seventy-three thousandths [32.373] chains to its intersection with the exterior boundary of the said tract of land designated as "B2" thence continuing along the said exterior boundary of the said tract of land designated as "B2" the following courses and distances: North $87^{\circ} 49'$ West two hundred and sixty-eight thousandths [.268] chains to the center of the said drainage canal; thence North $19^{\circ} 57'$ West eighteen and nine hundred and fifty-three thousandths [18.953] chains; thence South $63^{\circ} 38'$ West thirteen and eighty-eight thousandths [13.088] chains; thence North fifty-two and three hundred and thirty-six thousandths [52.366] chains to the point of commencement; run by the true meridian; magnetic variation $17^{\circ} 4'$ East; and being a part of the said tract of land designated as "B2".

PARCEL NO. 7: All that portion of Swamp and Overflowed Land Survey Nos. 320 and 962 located in Reclamation District No. 3, Grand Island described as follows:

BEGINNING at a point on the North bank of the Sacramento River being the Southeast corner of Swamp Land Survey 320; thence North $19^{\circ} 15'$ West along the center line of a drainage ditch, said line being the East line of said Swamp Land Survey 320, a distance of 2799.7 feet to the Northeast corner of said Swamp Land Survey; thence continuing North $19^{\circ} 15'$ West along the Northeasterly boundary line of that certain 100 acre tract of land conveyed by Tide Land Reclamation Co., to T. W. Sheehan and John F. Sheehan by a Deed dated June 30, 1873, recorded in Book 70 of Deeds, page 486, 1298.9 feet making a total of 4098.6 feet to the most Northerly corner of said 100 acre tract marked by a 2 inch pipe monument; thence South $63^{\circ} 21 \frac{1}{2}'$ West along the Northwesterly boundary line of said 100 acre tract, 1034.6 feet to a point marked by a 2 inch pipe monument, which is located North $63^{\circ} 21 \frac{1}{2}'$ East 2501.1 feet from the most Westerly corner of said 100 acre tract; thence South $22^{\circ} 40'$

East 3970.4 feet to the North bank of the Sacramento River; thence following the said bank up stream North 67° 27 1/2' East 165.0 feet; thence North 72° 07 1/2' East 247.6 feet and North 71° 36 1/2' East 375.8 feet to the place of beginning.

PARCEL NO. 8: Fraction of Swamp Land Survey No. 320, located in Section 17 and 18, Township 4 North, Range 4 East, M.D.B.&M., described as follows:

BEGINNING at a point on the North bank of the Sacramento River, said point being Southwest corner of Swamp Land Survey No. 320; thence North 30° 51' West 2624.75 feet; thence North 62° 56' 10" East 1153.04 feet; thence South 30° 13' East 2620.70 feet to a point on the North bank of said river; thence South 66° 46 1/2' West 12 feet; thence South 62° 51 1/2' West 844.60 feet; thence South 62° 31' West 267.20 feet to the point of beginning; said parcel of land is the same as shown and designated as "J. Lopes 68.396 Acres," on that certain survey entitled "Portion of Sheehan Ranch" and recorded in the office of the County Recorder of Sacramento County, on July 28, 1948, in Book 6 of Surveys, Map No. 33.

PARCEL NO. 9: All those portions of Swamp and Overflowed Lands Surveys Nos. 320 and 962, Sacramento County Surveys, described as follows:

BEGINNING at a point on the North bank of the Sacramento River, which is located South 71° 36 1/2' West 375.80 feet, South 72° 07 1/2' West 247.60 feet and South 67° 27 1/2' West 165.00 feet from the Southeast corner of said Swamp and Overflowed Lands Survey No. 320; thence North 22° 40' West 3970.40 feet to a point on the Northwesternly boundary line of that certain 100 acre tract of land described in a Deed dated June 30, 1873, recorded July 29, 1873, in Book 70 of Deeds page 486, Sacramento County Records, executed by Tide Land Reclamation Company to T. W. Sheehan and John F. Sheehan which point is marked by a 2 inch pipe monument; and which point is also located South 63° 21 1/2' West 1034.60 feet from the most Northerly corner of said 100 acre tract of land; thence, along the Northwesternly boundary line of said 100 acre tract of land, South 63° 21 1/2' West 1333.10 feet to a point marked by a 2 inch pipe monument which is located North 63° 21 1/2' East 1168.00 feet from the most Westerly corner of said 100 acre tract of land; thence South 30° 13' East 3916.70 feet to a point on the North bank of said Sacramento River; thence, following the Northerly bank of said Sacramento River; upstream North 66° 46 1/2' East 583.30 feet and North 67° 27 1/2' East 232.90 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas hydrocarbons and other minerals, whether metallic or non-metallic, in, under, over or upon the herein described property as reserved in the Deed executed by C. Scott Milne and Carol B. Milne, his wife, to Joe Lopes and Olivia Lopes, his wife, as joint tenants, dated December 11, 1958, recorded December 23, 1958, in Book 3663 of Official Records, at page 125.

Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

BOOK 70 02 26 PAGE 461

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

FEB 26 1 40 PM 1970

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Richard J. Spence For Recorder's Use
COUNTY RECORDER

CALIFORNIA LAND CONSERVATION CONTRACT NO. 70-AP-001

NO FEE

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 1970, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

JOE LOPES AND OLIVIA GLAVIN

_____ or successors thereof hereafter referred to as Owner:

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 70-AP-001; and

WHEREAS, said Agricultural Preserve is within the Delta Area

Agricultural Area, a map of which area is on file with the Recorder of

Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 70; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) Agreement Made Pursuant to California Land Conservation Act. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) Use of Subject Property. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) Additional Uses. The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) Term. This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) Consideration. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) Cancellation. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of payment of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) Cancellation If No Operative Legislation. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

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(8) Division of Subject Property. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) Information to County. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) Notice of Nonrenewal. If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) Removal of Land From Agricultural Preserve. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) Action In Eminent Domain To Take All Of Subject Property. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or of less than a fee interest which will prevent the subject property from being used for any permitted agricultural or compatible use set forth in the resolution establishing the agricultural preserve in which the subject property is located or upon the acquisition in lieu of condemnation of the fee or of less than a fee interest of all of the subject property which will prevent the subject property from being used for any authorized use, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) Action In Eminent Domain To Take A Portion of Subject Property. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property or of less than a fee interest which will prevent said portion of the subject property from being used for any permitted agricultural or compatible use set forth in the resolution establishing the agricultural preserve in which the subject property is located, or upon the acquisition in lieu of condemnation of the fee or of less than a fee interest of a portion of the subject property which will prevent said portion of the subject property from being used for any authorized use, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) Abandonment Of Action In Eminent Domain. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) Enforcement Of Contract. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) Recording Of Documents. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) Successors In Interest. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision
of the State of California

By E. Henry Glass
Chairman of the Board of Supervisors

ATTEST: Earl D. Smith
Clerk of the Board of Supervisors

"OWNER"

Joe Lopez
Olivia G. G. G.

(Attach acknowledgement for each signature above)

BOOK 70 02 26 PAGE
EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT

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INFORMATION RE NOTICES OF NONRENEWAL
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors
County of Sacramento
County Administration Building
827 - 7th Street
Sacramento, California 95814

Address Notice to Owner:

Mr. Joe Lopes
Route 1, Box 20
Walnut Grove, California

EXHIBIT B TO
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit C attached hereto and by said reference made a part of this contract.

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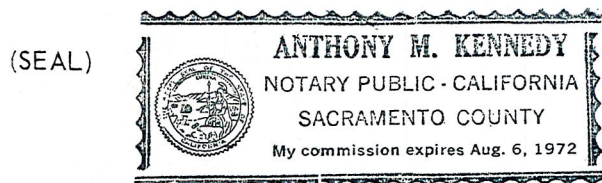
STATE OF CALIFORNIA }
COUNTY OF Sacramento ss.

On this 16th day of February, in the year 1970, before me,

ANTHONY M. KENNEDY, a Notary Public in and for the County of Sacramento,

State of California, personally appeared JOE LOPES and OLIVIA GLAVIN

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
they executed the same.



Anthony M. Kennedy
Notary Public in and for the County of Sacramento
State of California

STATE OF CALIFORNIA }
COUNTY OF _____ ss.

On this _____ day of _____, in the year 19____, before me,

_____, a Notary Public in and for the County of _____,

State of California, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
_____ executed the same.

(SEAL) _____
Notary Public in and for the County of _____
State of California

STATE OF CALIFORNIA }
COUNTY OF _____ ss.

On this _____ day of _____, in the year 19____, before me,

_____, a Notary Public in and for the County of _____,

State of California, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that
_____ executed the same.

(SEAL) _____
Notary Public in and for the County of _____
State of California

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EXHIBIT "C"

All that certain real property situate in the County of Sacramento, State of California, particularly described as follows:

21 PARCEL NO. 1: Beginning at a point 1031.5 feet West of a post set at the Center of Section 28, Township 5 North of Range 4 East, M.D.B.&M., thence South 21° 42' East 1921.5 feet to the North bank of Beaver Lake; thence following the meanders of the North bank of Beaver Lake, South 55° 57' West 133.8 feet; thence South 62° 43' West 150 feet; thence South 76° 21' West 1000 feet; thence South 61° 21' West 130 feet; thence South 79° 57' West 100 feet; thence North 84° 25' West 250 feet; thence North 89° 31' West 438.6 feet; thence leaving Beaver Lake and meandering the East bank of a Slough, North 47° 13' West 100 feet; thence North 24° 8' West 100 feet; thence North 3° 50' West 200 feet; thence North 1° 4' East 390 feet; thence North 27° 38' West 100 feet; thence North 45' West 415 feet; thence North 6° 8' West 160 feet; thence North 47° 20' West 150 feet; thence North 28° 26' West 300 feet; thence North 24° 37' West 490.2 feet; thence leaving the Slough, East 2052.2 feet to the point of beginning. SAVING AND EXCEPTING THEREFROM the above described premises a strip along the North side thereof 10 feet in width.

The land described in this parcel being the same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Joseph W. Joseph, by Deed dated October 26, 1907, recorded October 28, 1907, in Book 261 of Deeds, page 343.

OK PARCEL NO. 2: Beginning at a post at the center of Section 28, Township 5 North, Range 4 East, M.D.B.&M., thence South 21° 42' East 1313.5 feet to the North bank of Beaver Lake; thence following the meanderings of the said North bank of Beaver Lake, South 60° 43' West 250 feet; thence South 49° 34' West 375 feet; thence South 55° 57' West 366.2 feet to the Southeast corner of the land conveyed by the Deed mentioned in the preceding paragraph; thence North 21° 42' West, along the Eastern boundary line of said land, 1921.5 feet to the Northeast corner of said land; thence Easterly 1031.5 feet to the point of beginning. SAVING AND EXCEPTING from out of the above described premises a strip along North side thereof 10 feet in width. Land described in this parcel being same land that was conveyed by Frank H. Johnson and Frank S. Johnson to Manuel D. Joseph and Frank F. Joseph, by Deed dated February 19, 1908, in Book 265 of Deeds, page 338. SAVING AND EXCEPTING from said Parcel No. 2 so much of said land as lies within boundaries of Swamp Land Survey No. 301.

PARCEL NO. 3: So much of Swamp Land Survey No. 301, as lies within boundary lines of 35.639 acre tract hereinabove described as Parcel No. 2.

PARCEL NO. 4: Beginning at the point of intersection of the center line of a main drainage canal extending in a North and South direction, with center line of a drainage canal extending in an East and West direction, said point of intersection being at or very nearly at the Northeast corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East of Mount Diablo Base and Meridian: and also being at the Northeast corner of the tract of land designated as "B2" in the final decree in partition made, filed and entered on October 9, 1896, in the Superior Court of Sacramento County, in an Action No. 7182, Davis Bixler, plaintiff vs. George E. Williams, as Executor, etc., et al., defendants, a certified copy of which said Decree in Partition was recorded October 9, 1896, in County Recorder's Office of Sacramento County in Book 163 of Deeds, page 102, running thence along the center line of said North and South main drainage canal, South $0^{\circ} 46'$ East 43.37 chains; thence due West 16.293 chains; thence due North 43.366 chains to the Northeast corner of that certain tract of land conveyed by Elizabeth Augusta Bixler, et al., to Benjamin M. Bixler, et al., by Deed dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 67; thence due East 15.713 chains to point of beginning, run by true meridian, magnetic variation $17^{\circ} 04'$ East. Being the same tract of land first described in Deed by David Bixler, et al., to Elizabeth Augusta Bixler, dated February 26, 1914, recorded June 4, 1914, in said Recorder's Office in Book 406 of Deeds, page 63.

EXCEPTING THEREFROM, until July 3, 1982, an undivided one-half ($1/2$) interest in and to all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in that certain Deed recorded July 15, 1957, at Book 3335, at page 245, Official Records of Sacramento County, California.

PARCEL NO. 5: All that portion of Section 12, Township 4 North, Range 3 East, M.D.B.&M., and Section 7, Township 4 North, Range 4 East, M.D.B.&M. on Grand Island and being more particularly described as follows:

Beginning at a point 20 feet South of the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East and which said point is located at the intersection of the south line of a County Road with the center line of a drainage ditch and running thence from the said point of beginning, along the center line of said drainage ditch, on the section line common to Sections 7 and 8, South 2168.1 feet to its

intersection with the center line of another drainage ditch constructed on the division line common to the lands now or formerly belonging to W. A. and W. C. Kesner on the North and to Blanche Sylva on the South the said above named intersection point being the Easterly corner common to the said named lands; thence, along the center line of the said last named drainage ditch, and its continuation, along the North line of the land now or formerly belonging to Blanche Sylva and E. and R. Mayhood, and others, West 5261.53 feet to the East line of a County Road, and 20 feet East from an iron pipe in the center line of said County Road, which said center line marks the location of the quarter section line through Section 12, Township 4 North, Range 3 East, and thence following along the East side of said County road, parallel to and 20 feet at right angles East, from said quarter section line, North $0^{\circ} 32'$ East 1482.86 feet; thence following the Southerly side of said County Road, parallel to and 20 feet at right angles from its center line North $80^{\circ} 35 \frac{1}{2}'$ East 392 feet; thence North $57^{\circ} 53'$ East 190.73 feet; thence North $37^{\circ} 20'$ East 171.83 feet; thence North $24^{\circ} 59'$ East 422.04 feet to a point 20 feet South of the center line of the said County Road; thence, following the South side of said County road, parallel to and 20 feet at right angles South from the center line of said road, North $89^{\circ} 59 \frac{1}{2}'$ East 4417 feet to the place of beginning.

PARCEL NO. 6: Commencing at a point at or very nearly at the Southwest corner of the Northwest quarter of Section 8, Township 4 North, Range 4 East, Mount Diablo Base and Meridian, the said point being also on the Southerly boundary of that certain tract of land situated, lying and being on the Grand Island described in the Deed of Conveyance of February 26, 1914; from Elizabeth Augusta Bixler, David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler, to Benjamin M. Bixler, Louis A. Bixler, Frances C. Bixler, Elinor L. Bixler and Mary A. Bixler, running thence due East twenty-four and one hundred and sixteen thousandths [24.116] chains to the Southeast corner of the said last mentioned tract of land, the said Southeast corner of the said tract of land being also on the Westerly boundary of that certain tract of land situate, lying and being on the said Grand Island, firstly described in the Deed of Conveyance of February 26, 1914, from David Bixler and Ada Hall Bixler, his wife, August M. Bixler, Benjamin M. Bixler, Louis A. Bixler, Francis C. Bixler, Elinor L. Bixler, Mary A. Bixler, Daniel Bixler, Jr., Elizabeth Mellier and William Bixler to Elizabeth Augusta Bixler; thence due South three and three hundred and sixty-six thousandths [3.366] chains to the Southwest corner of the said last mentioned tract of land; thence along the Southerly boundary of the said last mentioned tract of land due East sixteen and two hundred and ninety-three thousandths [16.293] chains to the center of a North and South Drainage Canal, and being the Easterly boundary of the tract of land designated as "B2" in the Final Decree of Partition made, filed and entered on the 9th day of October, A. D. 1896, in the Superior Court of the State of California in and for the County of Sacramento, in an

action entitled "David Bixler, Plaintiff, vs. George E. Williams, as Executor, etc., et al., Defendants", No. 7182, a certified copy of which said Final Decree was recorded on the said 9th day of October, A. D. 1896, in the office of the County Recorder of the said County of Sacramento, in Book 163 of Deeds, at page 102; thence along the center line of the said drainage canal South 00° 46' East thirty-seven and thirty-eight hundredths [37.38] chains to a point where the said drainage canal deflects to the Southwest; thence continuing along the exterior boundary of the said tract of land designated as "B2" South 00° 39' East two hundred and eighty-five thousandths [.285] chains to the Southerly bank of the said drainage canal; thence along the Southerly bank of the said drainage canal South 43° 54 1/2' West thirty-two and three hundred and seventy-three thousandths [32.373] chains to its intersection with the exterior boundary of the said tract of land designated as "B2" thence continuing along the said exterior boundary of the said tract of land designated as "B2" the following courses and distances: North 87° 49' West two hundred and sixty-eight thousandths [.268] chains to the center of the said drainage canal; thence North 19° 57' West eighteen and nine hundred and fifty-three thousandths [18.953] chains; thence South 63° 38' West thirteen and eighty-eight thousandths [13.088] chains; thence North fifty-two and three hundred and thirty-six thousandths [52.366] chains to the point of commencement; run by the true meridian; magnetic variation 17° 4' East; and being a part of the said tract of land designated as "B2".

PARCEL NO. 7: All that portion of Swamp and Overflowed Land Survey Nos. 320 and 962 located in Reclamation District No. 3, Grand Island described as follows:

BEGINNING at a point on the North bank of the Sacramento River being the Southeast corner of Swamp Land Survey 320; thence North 19° 15' West along the center line of a drainage ditch, said line being the East line of said Swamp Land Survey 320, a distance of 2799.7 feet to the Northeast corner of said Swamp Land Survey; thence continuing North 19° 15' West along the Northeasterly boundary line of that certain 100 acre tract of land conveyed by Tide Land Reclamation Co., to T. W. Sheehan and John F. Sheehan by a Deed dated June 30, 1873, recorded in Book 70 of Deeds, page 486, 1298.9 feet making a total of 4098.6 feet to the most Northerly corner of said 100 acre tract marked by a 2 inch pipe monument; thence South 63° 21 1/2' West along the Northwestern boundary line of said 100 acre tract, 1034.6 feet to a point marked by a 2 inch pipe monument, which is located North 63° 21 1/2' East 2501.1 feet from the most Westerly corner of said 100 acre tract; thence South 22° 40'

East 3970.4 feet to the North bank of the Sacramento River; thence following the said bank up stream North 67° 27 1/2' East 165.0 feet; thence North 72° 07 1/2' East 247.6 feet and North 71° 36 1/2' East 375.8 feet to the place of beginning.

PARCEL NO. 8: Fraction of Swamp Land Survey No. 320, located in Section 17 and 18, Township 4 North, Range 4 East, M.D.B.&M., described as follows:

BEGINNING at a point on the North bank of the Sacramento River, said point being Southwest corner of Swamp Land Survey No. 320; thence North 30° 51' West 2624.75 feet; thence North 62° 56' 10" East 1153.04 feet; thence South 30° 13' East 2620.70 feet to a point on the North bank of said river; thence South 66° 46 1/2' West 12 feet; thence South 62° 51 1/2' West 844.60 feet; thence South 62° 31' West 267.20 feet to the point of beginning; said parcel of land is the same as shown and designated as "J. Lopes 68.396 Acres," on that certain survey entitled "Portion of Sheehan Ranch" and recorded in the office of the County Recorder of Sacramento County, on July 28, 1948, in Book 6 of Surveys, Map No. 33.

PARCEL NO. 9: All those portions of Swamp and Overflowed Lands Surveys Nos. 320 and 962, Sacramento County Surveys, described as follows:

BEGINNING at a point on the North bank of the Sacramento River, which is located South 71° 36 1/2' West 375.80 feet, South 72° 07 1/2' West 247.60 feet and South 67° 27 1/2' West 165.00 feet from the Southeast corner of said Swamp and Overflowed Lands Survey No. 320; thence North 22° 40' West 3970.40 feet to a point on the Northwestern boundary line of that certain 100 acre tract of land described in a Deed dated June 30, 1873, recorded July 29, 1873, in Book 70 of Deeds page 486, Sacramento County Records, executed by Tide Land Reclamation Company to T. W. Sheehan and John F. Sheehan which point is marked by a 2 inch pipe monument; and which point is also located South 63° 21 1/2' West 1034.60 feet from the most Northerly corner of said 100 acre tract of land; thence, along the Northwestern boundary line of said 100 acre tract of land, South 63° 21 1/2' West 1333.10 feet to a point marked by a 2 inch pipe monument which is located North 63° 21 1/2' East 1168.00 feet from the most Westerly corner of said 100 acre tract of land; thence South 30° 13' East 3916.70 feet to a point on the North bank of said Sacramento River; thence, following the Northerly bank of said Sacramento River; upstream North 66° 46 1/2' East 583.30 feet and North 67° 27 1/2' East 232.90 feet to the point of beginning.

EXCEPTING THEREFROM all oil, gas hydrocarbons and other minerals, whether metallic or non-metallic, in, under, over or upon the herein described property as reserved in the Deed executed by C. Scott Milne and Carol B. Milne, his wife, to Joe Lopes and Olivia Lopes, his wife, as joint tenants, dated December 11, 1958, recorded December 23, 1958, in Book 3663 of Official Records, at page 125.

APPLICATION No. 70-AP-001

LEGAL NOTICE
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves, as authorized in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: Property consists of two parcels generally described as follows:

Parcel	142-070-01 located on Grand Island about one mile north of Ryde and consisting of 136 m/l acres
Parcel	142-110-10, 20, 56 & 62 located on Grand Island on the south side of Walker Landing Road and consisting of 778 m/l acres

APPLICANTS: Joe Lopes
Route 1, Box 20
Walnut Grove, California

DATE OF HEARING: Wednesday, February 4, 1970 at 10:30 A. M.

PLACE OF HEARING: Board of Supervisors' Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814.

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 20th DAY OF January, 1970.

BOARD OF SUPERVISORS
Earl D. Jack
Clerk, Board of Supervisorss

Publish in Sacramento Legal Press 1/22/70
Send one affidavit and two publication
bills with notice attached to each

PROOF OF PUBLICATION

(2015.5 CCP)

STATE OF CALIFORNIA)
) ss.
County of Sacramento,)

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of THE SACRAMENTO LEGAL PRESS, a newspaper of general circulation printed and published in the City of Sacramento, County of Sacramento, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California, under date of November 17, 1952, Case Number 91,690, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 22

all in the year 1970

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Patricia Etheridge
Signature

Date January 22, 1970

SACRAMENTO LEGAL PRESS

P.O. Box 1863 Sacramento, California 95809

This stamp is for the County Clerk's Filing Stamp

Proof of Publication of LEGAL NOTICE

NOTICE OF PUBLIC HEARING

APPLICATION NO. 70-AP-001

LEGAL NOTICE
Notice of Public Hearing
APPLICATION No. 70-AP-001
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LOCATION:
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142-070-01 located on Grand Island about one mile north of Ryde and consisting of 136 m/l acres
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142-110-10, 20, 56 & 62 located on Grand Island on the south side of Walker Landing Road and consisting of 778 m/l acres
APPLICANTS:
Joe Lopes
Route 1, Box 20
Walnut Grove, California
DATE OF HEARING:
Wednesday, February 4, 1970
at 10:30 A.M.
PLACE OF HEARING:
Board of Supervisors' Chambers,
Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814.
BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 20th DAY OF January, 1970:
BOARD OF SUPERVISORS
Earl D. Jack
Clerk, Board of Supervisors
8800—Jan. 22

Recording Request by

BOOK 73 02 27 PAGE 584

17712

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California 95814

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

FEB 27 2 35 PM 1973

Remond J. Hopper
COUNTY RECORDER
Space Above For Recorder's Use

NO FEE

RESOLUTION NO. 73-AP-066
RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 72-1038 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) **Establishment, Disestablishment, Alteration.** The procedures set forth in Resolution No. 72-1038 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) **Policy.**

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) **Agricultural Zoning.** It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) **Permitted Agricultural Uses.** Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) **Compatible Uses.** Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) **Limitation on Uses.** If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) **Continuation of Preserve.** Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 7th day of

February, 19 73, by the following vote, to wit:

AYES: Supervisors, Kloss, Melarkey, Smoley, Sheedy
NOES: Supervisors, None
ABSENT: Supervisors, Gualco

(SEAL)

ATTEST:

[Signature]
Clerk of the Board of Supervisors

Vice

E. Henry Kloss
Chairman of the Board of Supervisors of Sacramento County, California

EXHIBIT "A" TO RESOLUTION ESTABLISHING

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201(n) of the Government Code.
- (s) Open Space use, as defined in Section 51201(o) of the Government Code.

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EXHIBIT C

All that certain real property, situate in the State of California, more particularly described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains; South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains

(CONTINUED)

to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North $54^{\circ} 02'$ West 5 chains; South $84^{\circ} 54'$ West 1 chain and 20 links; South $0^{\circ} 57'$ West 5 chains; South $30^{\circ} 30'$ West 3 chains; South $53^{\circ} 45'$ West 5 chains; South $40^{\circ} 15'$ West 4 chains and 20 links; North $83^{\circ} 45'$ West 2 chains and 50 links; North $64^{\circ} 30'$ West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North $0^{\circ} 11'$ East 40 chains; thence leaving said canal and running South $89^{\circ} 49'$ East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North $4^{\circ} 16'$ West 200 feet; North $28^{\circ} 44'$ West 382 feet; North $28^{\circ} 32'$ West 512 feet; North $14^{\circ} 22'$ West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

(CONTINUED)

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957 and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

ALSO TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the East line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

AND, for the benefit and use of that portion of the parcel of real property hereinabove described lying South of the said DIVIDING LINE and hereinbefore excepted from the conveyance, hereafter referred to as the "South Parcel" there is hereby RESERVED, and the parcel of land by this Deed conveyed to said Grantee is conveyed and taken ALSO SUBJECT to the following non-exclusive easements and rights of way:

First: For the purpose of providing access to and from Leary Road to and from the aforesaid South Parcel a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the center line of said sixteen (16) foot wide right of way being more particularly described as follows:

(CONTINUED)

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BEGINNING at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North $41^{\circ} 30'$ East 18.79 feet and North $23^{\circ} 31' 21''$ East 1017.06 feet from the above described Point "A", thence South $89^{\circ} 30' 26''$ West 1630.01 feet; thence North $88^{\circ} 15' 24''$ West 382.60 feet; thence southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of $57^{\circ} 24' 30''$, an arc length of 75.15 feet and a chord bearing South $63^{\circ} 02' 21''$ West 72.04 feet to a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its westerly terminus.

Second: For the purpose of conveying water by irrigation ditch to said South Portion from the northeasterly corner of the parcel of real property hereinabove described to said DIVIDING LINE, a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet west of and six (6) feet east of the following described reference line: Beginning at a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 1870.69 feet from the above described Point "B", thence North $0^{\circ} 03' 38''$ East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

Third: For purpose of conveying water by irrigation ditch along said DIVIDING LINE, a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the west line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

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EXCEPTING from this conveyance and RESERVING unto said Grantors all of said Grantors' present interest, to wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and affect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

Recording Request by

17713

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

FEB 27 2 35 PM 1973

NO FEE

Space Above For Recorder's Use

CALIFORNIA CONSERVATION CONTRACT NO. 73-AP-066

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 73, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

MARGARET TISDALE

after referred to as Owner: _____ or successors thereof here-

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

73-AP-066 WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number _____; and

WHEREAS, said Agricultural Preserve is within the _____ Delta

_____ Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 23; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

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(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By

E. Henry Bloss
Vice Chairman of the Board of Supervisors

ATTEST:

[Signature]
Clerk of the Board of Supervisors

"OWNER"

Margaret Tisdale

(Attach acknowledgement for each signature above)

EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors
County of Sacramento
County Administration Building
827 - 7th Street
Sacramento, California 95814

Address Notice to Owner:

Margaret Tisdale
1462 Shasta Avenue
San Jose, CA 95126

EXHIBIT B TO
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part of this contract.


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ACKNOWLEDGMENT

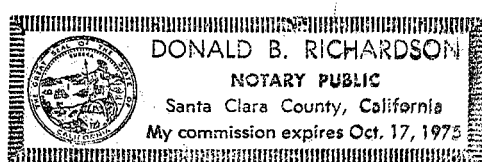
STATE OF CALIFORNIA } ss.
COUNTY OF Santa Clara

On this 14th day of February, in the year 19 73, before me, DONALD B. RICHARDSON, JR., a Notary Public in and for the County of Santa Clara, State of California, personally appeared MARGARET TISDALE

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that SHE executed the same.


Notary Public in and for the County of Santa Clara
State of California

(SEAL)



ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.
COUNTY OF

On this _____ day of _____, in the year 19 _____, before me, _____, a Notary Public in and for the County of _____, State of California, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public in and for the County of _____
State of California

(SEAL)

ACKNOWLEDGMENT

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STATE OF CALIFORNIA } ss.
COUNTY OF

On this _____ day of _____, in the year 19 _____, before me, _____, a Notary Public in and for the County of _____, State of California, personally appeared _____

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public in and for the County of _____
State of California

(SEAL)

EXHIBIT C

All that certain real property, situate in the State of California, more particularly described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains; South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains

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to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North 54° 02' West 5 chains; South 84° 54' West 1 chain and 20 links; South 0° 57' West 5 chains; South 30° 30' West 3 chains; South 53° 45' West 5 chains; South 40° 15' West 4 chains and 20 links; North 83° 45' West 2 chains and 50 links; North 64° 30' West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North 0° 11' East 40 chains; thence leaving said canal and running South 89° 49' East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North 4° 16' West 200 feet; North 28° 44' West 382 feet; North 28° 32' West 512 feet; North 14° 22' West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

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Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957. and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

ALSO TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the East line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the North line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

AND, for the benefit and use of that portion of the parcel of real property hereinabove described lying South of the said DIVIDING LINE and hereinbefore excepted from the conveyance, hereafter referred to as the "South Parcel" there is hereby RESERVED, and the parcel of land by this Deed conveyed to said Grantee is conveyed and taken ALSO SUBJECT to the following non-exclusive easements and rights of way:

First: For the purpose of providing access to and from Leary Road to and from the aforesaid South Parcel a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the center line of said sixteen (16) foot wide right of way being more particularly described as follows:

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BEGINNING at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North $41^{\circ} 30'$ East 18.79 feet and North $23^{\circ} 31' 21''$ East 1017.06 feet from the above described Point "A", thence South $89^{\circ} 30' 26''$ West 1630.01 feet; thence North $88^{\circ} 15' 24''$ West 382.60 feet; thence southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of $57^{\circ} 24' 30''$, an arc length of 75.15 feet and a chord bearing South $63^{\circ} 02' 21''$ West 72.04 feet to a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its westerly terminus.

Second: For the purpose of conveying water by irrigation ditch to said South Portion from the northeasterly corner of the parcel of real property hereinabove described to said DIVIDING LINE, a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet west of and six (6) feet east of the following described reference line: Beginning at a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 1870.69 feet from the above described Point "B", thence North $0^{\circ} 03' 38''$ East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

Third: For purpose of conveying water by irrigation ditch along said DIVIDING LINE, a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the west line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

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EXCEPTING from this conveyance and RESERVING unto said Grantors all of said Grantors' present interest, to wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and affect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

APPLICATION No. 73-AP-066

LEGAL NOTICE
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: The property is located northwesterly of the Town of Ryde on the east and west of Leary Road at Beaver Lake. Parcel 142-050-15. Consists of 152.5 acres m/l

APPLICANT: Margaret Tisdale
1462 Shasta Avenue
San Jose, CA 95126

DATE OF HEARING: Wednesday, February 7, 1973 at 9:00 A. M.

PLACE OF HEARING: Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.

Jack H. Mehl, Clerk
Board of Supervisors

Publish in Sacramento Press Journal 1/25/73
Send one affidavit and two publication bills with notice attached to each.

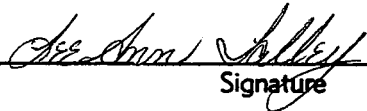
STATE OF CALIFORNIA)
) ss.
County of Sacramento,)

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **SACRAMENTO PRESS-JOURNAL**, a newspaper of general circulation printed and published in the City of Sacramento, County of Sacramento, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California under Case No. 32669; that the notice, of which the annexed is a printed copy (set in type not smaller than non pareil) has been published in each regular and entire issue of said newspaper and not in any supplement there of on the following dates, to-wit:

January 25,

all in the year 1973

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature
January 25, 1973
Date _____

Established In 1921
Sacramento Press-Journal
P.O. Box 1048 Sacramento, California 95805

Proof of Publication of

NOTICE OF PUBLIC HEARING

APPLICATION NO. 73-AP-066

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Notice of Public Hearing
APPLICATION No. 73-AP-066
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APPLICANT:
Margaret Tisdale, 1462 Shasta Avenue, San Jose, CA 95126
DATE OF HEARING:
Wednesday, February 7, 1973 at 9:00 A.M.
PLACE OF HEARING:
Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814
BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.
Jack H. Mehl, Clerk
Board of Supervisors
SPJ B-44454—January 25

Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California 95814

BOOK 73 | 02 28 PAGE 864

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.

FEB 28 3 23 PM 1973

Edward J. Hanger
COUNTY RECORDER

Space Above For Recorder's Use

18434

NO FEE

RESOLUTION NO. 73-AP-067

RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 72-1038 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) **Establishment, Disestablishment, Alteration.** The procedures set forth in Resolution No. 72-1038 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) **Policy.**

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) **Agricultural Zoning.** It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) **Permitted Agricultural Uses.** Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) **Compatible Uses.** Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) **Limitation on Uses.** If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) **Continuation of Preserve.** Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 7th day of

February, 19 73, by the following vote, to wit:

AYES: Supervisors, Kloss, Melarkey, Smoley, Sheedy
NOES: Supervisors, None
ABSENT: Supervisors, Gualco

(SEAL)

ATTEST:

[Signature]
Clerk of the Board of Supervisors

E. Henry Kloss
Vice Chairman of the Board of Supervisors of Sacramento County, California

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EXHIBIT "A" TO RESOLUTION ESTABLISHING

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201(n) of the Government Code.
- (s) Open Space use, as defined in Section 51201(o) of the Government Code.

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EXHIBIT C

The land referred to in this report is situated in the State of California, County of Sacramento and is described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains;

(CONTINUED)

South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North 54° 02' West 5 chains; South 84° 54' West 1 chain and 20 links; South 0° 57' West 5 chains; South 30° 30' West 3 chains; South 53° 45' West 5 chains; South 40° 15' West 4 chains and 20 links; North 83° 45' West 2 chains and 50 links; North 64° 30' West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North 0° 11' East 40 chains; thence leaving said canal and running South 89° 49' East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

(CONTINUED)

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North 4° 16' West 200 feet; North 28° 44' West 382 feet; North 28° 32' West 512 feet; North 14° 22' West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957 and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

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TOGETHER WITH a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the centerline of said sixteen (16) foot wide right of way being more particularly described as follows:

Beginning at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North $41^{\circ} 30'$ East 18.79 feet and North $23^{\circ} 31' 21''$ East 1017.06 feet from the above described Point "A"; thence South $89^{\circ} 30' 26''$ West 1630.01 feet; thence North $88^{\circ} 15' 24''$ West 382.60 feet; thence Southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of $57^{\circ} 24' 30''$, an arc length of 75.15 feet and a chord bearing South $63^{\circ} 02' 21''$ West 72.04 feet to a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its Westerly terminus.

ALSO TOGETHER with a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet West of and six (6) feet East of the following described reference line.

Beginning at a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 1870.69 feet from the above described Point "B"; thence North $0^{\circ} 03' 38''$ East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the West line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

ALSO EXCEPTING AND RESERVING in the Deed recorded December 10, 1970, in Book 70-12-10, page 409, Official Records, and unto said Grantors all of said Grantor's present interest, to-wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals, and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and effect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

18434

Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

BOOK 73 02 28 PAGE

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.

FEB 28 3 23 PM 1973

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NO FEE

Space Above For Recorder's Use

CALIFORNIA CONSERVATION CONTRACT NO. 73-AP-067

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 73, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

WILLIAM GWERDER: DONALD HOLT: BETTY A. HOLT

_____ or successors thereof here-
after referred to as Owner:

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 73-AP-067; and

WHEREAS, said Agricultural Preserve is within the Delta

_____ Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 23; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

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FEB 28 1973

(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

"OWNER"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By E. Henry Bloss
Vice Chairman of the Board of Supervisors

ATTEST: [Signature]
Clerk of the Board of Supervisors

Wm. Swenden
M. J. [Signature]
Betsy A. Haet

(Attach acknowledgement for each signature above)

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EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors
County of Sacramento
County Administration Building
827 - 7th Street
Sacramento, California 95814

Address Notice to Owner:

William Gwerder
Walnut Grove, CA

EXHIBIT B TO
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part of this contract.

ACKNOWLEDGMENT

BOOK 73 02 28 PAGE 874

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } ss.

On this 27 day of February, in the year 19 73, before me, Susan Lynn Pieretti, a Notary Public in and for the County of SACRAMENTO, State of California, personally appeared William Gwerder, Donald Holt and Betty A. Holt known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.



(SEAL)

Susan Lynn Pieretti
Notary Public in and for the County of SACRAMENTO
State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____ } ss.

On this _____ day of _____, in the year 19 _____, before me, _____, a Notary Public in and for the County of _____, State of California, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that _____ executed the same.

(SEAL)

Notary Public in and for the County of _____
State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____ } ss.

On this _____ day of _____, in the year 19 _____, before me, _____, a Notary Public in and for the County of _____, State of California, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that _____ executed the same.

(SEAL)

Notary Public in and for the County of _____
State of California

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BOOK 73 02 28 PAGE 875

EXHIBIT C

The land referred to in this report is situated in the State of California, County of Sacramento and is described as follows:

That portion of Swamp Land Surveys 311 and 962 described as:

Commencing at a point on the East and West quarter Section line of Section 29, Township 5 North, Range 4 East, M. D. B. & M., said point being distant on said East and West quarter Section line and on the East and West Section line of Section 28, Township 5 North, Range 4 East, three thousand eighty-three and 7/10 (3083.7) feet from the center of said Section 28, said point of commencement also being where said East and West quarter section line of said Section 29 is intersected by the East bank of a slough running North from Beaver Lake; thence following the meanderings of the East bank of said Slough, the meander line upon the East bank of said Slough being as follows: South 24° 37' East 490.2 feet; thence South 28° 26' East 300 feet; thence South 47° 20' East 150 feet; thence South 6° 08' East 160 feet; thence South 45° East 415 feet; thence South 27° 38' East 100 feet; thence South 1° 04' West 390 feet; thence South 3° 50' East 200 feet; thence South 24° 08' East 100 feet; thence South 47° 13' East 100 feet to the Northerly bank of Beaver Lake; thence following the meanderings of said Northerly bank of Beaver Lake in a general Easterly direction to a point where said North bank of Beaver Lake is intersected by the Northerly boundary of Swamp and Overflowed Land Survey 310; thence South 61° 36' West 18 chains and 13 links to a point in the South bank of said Beaver Lake; thence North 5° 17' West 47 links to an iron pipe heretofore planted in the ground and marking the Northeast corner of a tract of land part of Swamp Land Survey 311 now occupied by Wm. L. Jones; thence, along the Southeast bank of said Beaver Lake the following courses and distances, to-wit: South 80° 02' West 8 chains;

(CONTINUED)

South 64° 33' West 4 chains; South 43° 17' West 15 chains; South 53° 32' West 9 chains; South 39° 05' West 2 chains and 50 links; South 14° 55' West 6 chains 43 links to an iron pipe marking a corner common to the said tract of land so occupied by said William L. Jones and a tract of land also part of said Swamp Land Survey 311 occupied by William Kenner; thence continuing along the East bank of said Beaver Lake South 8° 38' West 7 chains; South 17° 15' West 8 chains 50 links; South 36° 33' West 2 chains; South 25° 36' West 2 chains 68 links and South 17° 04' West 13.7 links to the North bank of a drainage canal forty links wide running from said Lake to the Ryde Pump; thence following the meanderings of the South bank of Beaver Lake 5 chains, more or less, to a point where said South bank of Beaver Lake is intersected by the Northwest bank of the canal connecting the North and South canal with Beaver Lake; thence meandering the West bank of Beaver Lake the following courses and distances: North 19° 37' East 8 chains; North 14° 38' East 16 chains; North 12° 58' West 2 chains to the intersection of the West bank of Beaver Lake with the South bank of the crooked slough running into the lake, the point of intersection being designated by an artificial stone monument; thence meandering along the South bank of said slough the following courses and distances: North 54° 02' West 5 chains; South 84° 54' West 1 chain and 20 links; South 0° 57' West 5 chains; South 30° 30' West 3 chains; South 53° 45' West 5 chains; South 40° 15' West 4 chains and 20 links; North 83° 45' West 2 chains and 50 links; North 64° 30' West 3 chains and 51 links to an artificial stone monument on the bank of said Slough, being a recognized point thereon and on division line between the lands of Frank H. Johnson and Frank S. Johnson and the lands of David Bixler; thence continuing in a Northwesterly direction meandering the West bank of said slough to a point where the said bank of said slough is intersected by the center line of a drainage canal which runs East and West on the division line between Section 29 and Section 32 in Township 5 North, Range 4 East, thence running along the center line of said drainage canal Westerly to a point where the center line of said canal intersects the center line of another drainage canal 40 links wide which runs North from said intersection, said point being at or about the Southwest corner of the Southwest quarter of Section 29, Township 5 North, Range 4 East; thence running along the center line of said last mentioned canal North 0° 11' East 40 chains; thence leaving said canal and running South 89° 49' East 73.3 chains, more or less, to the point of commencement.

EXCEPTING THEREFROM the following described parcel of land:

(CONTINUED)

Beginning at an iron pipe set at a point distant West 3244 feet from the center of Section 28, Township 5 North, Range 4 East, M. D. B. & M., said center being marked by a wooden post 4 inches square, running thence West along the South line of the lands of George Beleney 3230.24 feet to an iron pipe; thence at right angles South 1123.23 feet to an iron pipe; thence at right angles East 3708.94 feet to an iron pipe set on the West side of a County Road and 40 feet West from the bank of a slough; thence meandering along said slough and 40 feet Westerly from the West bank of said slough North 4° 16' West 200 feet; North 28° 44' West 382 feet; North 28° 32' West 512 feet; North 14° 22' West 143.5 feet to the point of beginning, all of said land lying and being in the South 1/2 of Section 29, Township and Range aforesaid. Being the land surveyed by C. M. Phinney, County Surveyor in December 1908.

ALSO EXCEPTING THEREFROM that portion thereof lying within the boundaries of the 11.82 acre parcel of land described in Quitclaim Deed from Anna Fisher, et al., to Henry Patrick, et al, dated May 13, 1955, and recorded June 21, 1955, in Book 2859 of Official Records, at page 482.

ALSO EXCEPTING THEREFROM all that portion thereof lying South of a line hereinafter described as DIVIDING LINE, as said DIVIDING LINE is shown on that certain Record of Survey filed for record in Book 28 of Surveys, page 4, Sacramento County Records, said DIVIDING LINE to be described in two (2) segments as follows:

Commencing at a 2 inch diameter pipe at the Northwest corner of that certain 1.00 acre parcel of land shown on a Plat of Survey by Stephen G. Sardon, Civil Engineer, dated 1957 and 1964, said 1.00 acre parcel being described in the deed to Dennis Leary, recorded in Book 4917 of Official Records, page 674, Sacramento County Records; thence North 20° 42' 21" East 1380.61 feet to the Northwest corner of that certain 11.82 acre parcel of land described in the Quitclaim Deed from Anna Fisher et al., to Henry Patrick et al., recorded in Book 2859 of Official Records, page 482, Sacramento County Records; thence North 43° 20' 16" East 1607.18 feet to a point within the County Road known as Leary Road, said point hereinafter described as Point "A"; thence for Segment 1 of the herein described DIVIDING LINE, South 48° 30' East approximately 500 feet to a point on the Easterly boundary of the above described property along the Southeast bank of Beaver Lake, said point also being the Easterly point of termination of the herein described DIVIDING LINE; thence for Segment 2 of the herein described DIVIDING LINE the following three (3) courses: (1) South 89° 40' 07" West 1501.27 feet, (2) North 0° 25' 47" West 921.07 feet to a point hereinafter described as Point "B" and (3) South 89° 41' 58" West 3318.82 feet to a point on the Westerly boundary of the above described property along the centerline of a drainage canal running North and South, said point also being the Westerly point of termination of the herein described DIVIDING LINE.

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TOGETHER WITH a right of way for ingress and egress over and across a strip of land sixteen (16) feet wide, the centerline of said sixteen (16) foot wide right of way being more particularly described as follows:

Beginning at a point within the County Road known as Leary Road, said point of beginning of the herein described sixteen (16) foot wide right of way bearing North $41^{\circ} 30'$ East 18.79 feet and North $23^{\circ} 31' 21''$ East 1017.06 feet from the above described Point "A"; thence South $89^{\circ} 30' 26''$ West 1630.01 feet; thence North $88^{\circ} 15' 24''$ West 382.60 feet; thence Southwesterly along a curve to the left, said curve having a radius of 75 feet, a central angle of $57^{\circ} 24' 30''$, an arc length of 75.15 feet and a chord bearing South $63^{\circ} 02' 21''$ West 72.04 feet to a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 150.07 feet from the above described Point "B", said point also being the point of termination of the centerline of the herein described sixteen (16) foot wide right of way, the herein described right of way being bounded by the above described DIVIDING LINE for its Westerly terminus.

ALSO TOGETHER with a twenty-eight (28) foot wide right of way for an irrigation ditch and for access to said irrigation ditch, said right of way lying twenty-two (22) feet West of and six (6) feet East of the following described reference line.

Beginning at a point on the above described DIVIDING LINE which bears South $89^{\circ} 41' 58''$ West 1870.69 feet from the above described Point "B"; thence North $0^{\circ} 03' 38''$ East 1797.88 feet to the point of termination of the reference line of the herein described twenty-eight (28) foot wide right of way.

TOGETHER WITH a right of way for the maintenance and operation of an irrigation ditch, said right of way being more particularly described in three (3) parts as follows:

1. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 1 of Segment 2 of the above described DIVIDING LINE.
2. a five (5) foot wide strip of land, the West line of which strip of land is Course No. 2 of Segment 2 of the above described DIVIDING LINE.
3. a five (5) foot wide strip of land, the South line of which strip of land is Course No. 3 of Segment 2 of the above described DIVIDING LINE.

(CONTINUED)

BOOK 73 02 28 PAGE 873

ALSO EXCEPTING AND RESERVING in the Deed recorded December 10, 1970, in Book 70-12-10, page 409, Official Records, and unto said Grantors all of said Grantor's present interest, to-wit a five-sixth (5/6th) undivided interest, and RESERVING UNTO each said Grantor and his or her respective heirs, executors, successors-in-interest and assigns, said Grantor's present vested undivided interest, in and to all oil, gas, minerals, and other hydrocarbon substances located in and under the hereinabove described real property conveyed by Grantors for a period of twenty (20) years from the date of the recording of this Deed or if heretofore or hereafter and prior to the expiration of said period of twenty (20) years, all or any portion of the hereinabove described real property has been leased by a written lease for the exploration for and production of oil, gas, minerals and other hydrocarbon substances, or for any one or more of said substances, and such lease, hereafter called "said oil and gas lease", or any extension thereof in writing, is in full force and effect at the expiration of said twenty (20) year period, such exception and reservation and the rights herein so excepted and reserved to Grantors and to each Grantor, shall not terminate at the expiration of said twenty (20) year period, but shall continue in effect thereafter so long as and until said oil and gas lease or any said extension of said oil and gas lease so in full force and effect at the expiration of said twenty (20) year period, has expired or been terminated, it being understood further, that Grantors in and by this exception and reservation, and without limitation, except and reserve, for the period or periods hereinbefore specified, their respective undivided interests in and to any sums payable under any said oil and gas lease as and for royalties or as and for annual cash payments in lieu of royalties, but that any other sums payable and paid by the lessee under any said oil and gas lease for damages to crops or property situated on said real property for which said lessee is responsible or for the special use and occupancy of portions of the surface of said real property for buildings, facilities, or the like, under an express and specific provision for such payment for such special use and occupancy, shall belong to the owner or owners of such crops or property or of the surface of said real property, as the case may be, and that during the period this excepting and reservation continues in force and effect, ad valorem taxes levied and assessed by the County of Sacramento and by any other political subdivision on and against the oil, gas, minerals and other hydrocarbon substances located in or under the hereinabove described real property shall be paid and discharged by the owners thereof, in proportion to their respective undivided interests in and to such oil, gas, minerals and other hydrocarbon substances.

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APPLICATION No. 73-AP-067

LEGAL NOTICE
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: The property is located northwesterly of the town of Ryde on the east and west side of Leary Road approximately 1/2 mile north of State Highway 220 at Beaver Lake. Parcel 142-050-16 (Consists of 140.7 acres m/l)

APPLICANT: William Gwerder
Walnut Grove, CA Donald L. Holt
128 Encinal Avenue
Atherton, CA

DATE OF HEARING: Wednesday, February 7, 1973 at 9:00 A. M.

PLACE OF HEARING: Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.

Jack H. Mehl, Clerk
Board of Supervisors

Publish in Sacramento Press Journal 1/25/73
Send one affidavit and two publication bills with notice attached to each.

STATE OF CALIFORNIA)
) ss.
County of Sacramento,)

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the **SACRAMENTO PRESS-JOURNAL**, a newspaper of general circulation printed and published in the City of Sacramento, County of Sacramento, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California under Case No. 32669; that the notice, of which the annexed is a printed copy (set in type not smaller than non pareil) has been published in each regular and entire issue of said newspaper and not in any supplement there of on the following dates, to-wit:

January 25,

all in the year 1973

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Signature

January 25, 1973
Date

Established In 1921
Sacramento Press-Journal
P.O. Box 1048 Sacramento, California 95805

Proof of Publication of

NOTICE OF PUBLIC HEARING

APPLICATION NO. 73-AP-067

LEGAL NOTICE
Notice of Public Hearing
APPLICATION No. 73-AP-067
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APPLICANT:
William Gwerder, Walnut Grove, CA
Donald L. Holt, 128 Encinal Avenue, Atherton, CA
DATE OF HEARING:
Wednesday, February 7, 1973 at 9:00 A.M.
PLACE OF HEARING:
Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California 95814
BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1973.
Jack H. Mehl, Clerk
Board of Supervisors
SPJ B-44455—January 25

Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California 95814

B 7402-11 P791

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.

FEB 11 11 32 AM 1974

Edward J. Kloss
COUNTY RECORDER

Space Above For Recorder's Use

10962

NO FEE

RESOLUTION NO. 74-AP-007
RESOLUTION TO ESTABLISH AN AGRICULTURAL PRESERVE
WITHIN SACRAMENTO COUNTY

WHEREAS, the COUNTY OF SACRAMENTO is authorized to establish agricultural preserves by the CALIFORNIA LAND CONSERVATION ACT; and

WHEREAS, all procedural requirements of the California Land Conservation Act and Resolution No. 73-1171 of the Board of Supervisors of Sacramento County have been followed; and

WHEREAS, the Board of Supervisors does hereby establish the boundaries of the property to be included within this preserve as set forth in Exhibit "C"; and

WHEREAS, the property described in Exhibit "C" is within the Delta

Agricultural Area; and

WHEREAS, none of the property in Exhibit "C" is within one (1) mile of any city except as otherwise designated on Exhibit "C"; and
WHEREAS, the Board of Supervisors after having received and reviewed the report of the Planning Department as to the application to establish this Preserve does hereby find that the establishment of this Preserve is consistent with the General Plan of Sacramento County; and

WHEREAS, the Board of Supervisors does hereby establish the policy and rules which will govern the administration of this Preserve, to wit:

(1) **Establishment, Disestablishment, Alteration.** The procedures set forth in Resolution No. 73-1171 of the Board of Supervisors of Sacramento County shall govern the establishment, disestablishment and alteration of the boundaries of this Preserve. The procedures in said Resolution are incorporated herein and made a part hereof as if fully set forth.

(2) **Policy.**

(a) This Board recognizes that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest and will be of benefit to urban dwellers themselves, in that it will discourage discontinuous urban development patterns which unnecessarily increase the cost of community service to community residences. In a rapidly urbanizing society, agricultural lands have a definite public value as open space, and the preservation and agricultural production of such lands, the use of which may be limited pursuant to the provisions of said California Land Conservation Act, constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan development.

(b) Within this Preserve the lands shall be used only for the commercial production of agricultural commodities and the compatible uses herein designated.

(c) Property owners executing a contract for property within this preserve should understand that the Board of Supervisors intends that the contract will run for the full term provided therein.

(3) **Agricultural Zoning.** It is the intent of the Board that all land within this Preserve be zoned to the AG-80 Exclusive Agricultural Zone. The Board may require the property owners whose property is located within this preserve file an application for a zoning change to the AG-80 Exclusive Agricultural Zone. Alternatively the Board may direct the Planning Commission to initiate a zone change to the AG-80 Exclusive Agricultural Zone.

(4) **Permitted Agricultural Uses.** Permitted agricultural uses are defined in Exhibit "A" hereto which is incorporated herein and made a part of this Resolution.

(5) **Compatible Uses.** Compatible uses are defined in Exhibit "B" hereto which is incorporated herein and by this reference made a part hereof, except that those compatible uses set forth in Exhibit D hereto which is incorporated herein by this reference, have been after proper notice and public hearing pursuant to Section 51200 (e) of the Government Code, determined not to be compatible with the agricultural, recreational or open space uses authorized by the Contract and thereby are excluded.

(6) **Limitation on Uses.** If a contract is entered into, incorporating the agricultural and compatible uses specified in Exhibits "A", "B" and "D" hereto, the property owner shall be limited to said uses even though the zoning ordinance or other codes, ordinances or regulations authorize different uses. In the event other codes, ordinances, or regulations are or should become more restrictive than the uses authorized by the Contract, the codes, ordinances or regulations shall prevail.

(7) **Continuation of Preserve.** Pursuant to the California Land Conservation Act this Preserve shall continue in full effect following annexation, incorporation or disincorporation of the land described in Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that the area of Sacramento County described in Exhibit "C" of this Resolution is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965, subject to the policy and rules specified herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution and a map of the property described in Exhibit "C" hereof be filed with the County Recorder of Sacramento County, and the Director of Agriculture, State of California, and that said Resolution and map be kept current by the County of Sacramento for said County Recorder and Director of Agriculture.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sacramento, State of California, this 6th day of

February, 1974, by the following vote, to wit:

AYES: Supervisors, Sheedy, Smoley, Kloss
NOES: Supervisors, None
ABSENT: Supervisors, Gualco, Melarkey

(SEAL)

ATTEST:

[Signature]
Clerk of the Board of Supervisors

E. Henry Kloss
Chairman of the Board of Supervisors of Sacramento County, California

10962

FEB 11 1974

B 7402-11 P792

Permitted agricultural uses are defined as follows:

- (a) The raising of tree, vine, field, forage and other plant life crops of all kinds, including plant nursery stock.
- (b) The raising, maintaining, breeding, boarding, training and caging of poultry and livestock of all kinds, including agricultural specialties such as fish, bees and fur-bearing animals.
- (c) Dairies and the production of dairy products from milk produced on the premises.
- (d) The harvesting, curing, processing, packaging, packing, shipping and selling of agricultural products produced upon the premises other than commercial packing or processing plants.
- (e) Sale of food products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products upon the premises.
- (f) Raising, processing, storing, packaging, packing and selling of seeds.
- (g) Cutting, storing, packaging and selling of firewood.

EXHIBIT "B" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses are defined as follows:

- (a) One-family dwellings and accessory buildings and farm buildings of all kinds, when located upon farms and occupied or used by the owner, farm tenant or other persons employed thereon or the nonpaying guests thereof.
- (b) Uses clearly incidental and secondary to the primary commercial agricultural use of the premises.
- (c) The following uses are permitted when carried on as a clearly secondary occupation in conjunction with a bonafide agricultural operation, where no more than two per cent (2%) of the subject land is used and where no more than three (3) persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises: the manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kinds; the manufacture, storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals and insecticides; the transportation of agricultural products, supplies or equipment together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor.
- (d) Fallow commercial agricultural land for one year.
- (e) Private aircraft landing facilities which are incidental to the agricultural uses of the premises.
- (f) A stand for display and sale of agricultural commodities produced on the premises or on other premises within the preserve.
- (g) Veterinary services.
- (h) Farm labor camps, including temporary housing in trailers or mobilehomes.
- (i) Incidental recreational uses which do not take land out of commercial agricultural production such as hunting clubs, archery ranges and similar activities.
- (j) Oil and gas well drilling and production including the installation and use of only such equipment, structures and facilities as are necessary and convenient for drilling and extracting operations.
- (k) Roads, streets, highways, railroads and other surface vehicle transportation facilities.
- (l) Gas, electric, water and communication utility facilities.
- (m) Radio, television or microwave antennas and transmitters.
- (n) Fire protection works and facilities.
- (o) Flood control works, including channel rectification and alteration.
- (p) Public works required for fish and wildlife enhancement and preservation.
- (q) Removal of gravel, clay and sand and other minerals.
- (r) Recreational Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (n) of the Government Code.
- (s) Open Space Use, as defined on the date of execution of this Resolution and as hereinafter may be defined in Section 51201 (o) of the Government Code.

EXHIBIT "D" TO RESOLUTION ESTABLISHING
AGRICULTURAL PRESERVE

Compatible uses excluded from Exhibit "B" hereto:

- (r) Recreational use, as defined in Section 51201(n) of the Government Code.
- (s) Open Space use, as defined in Section 51201(o) of the Government Code.

B 7402-11 P793

M-602200-IC

DESCRIPTION

EXHIBIT C

All that certain real property situate, lying and being in the County of Sacramento, State of California, particularly described as follows:

PARCEL NO. 1:

That portion of Swamp Land Survey No. 962, described as:

BEGINNING at a point where the center line of a main drainage canal between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., is intersected by the East and West 1/4 Section line of said Section 29, as said line is established by a Redwood post on the bank of said canal and running thence along said quarter section line, South 89° 33' East 80.598 chains to an iron pipe on the Section line between Section 28 and 29; thence along section line between Sections 28 and 29, North 0° 27-1/2' West 19.4 chains; thence North 89° 33' West 80.4 chains to Section line between Sections 29 and 30; thence along said Section line South 0° 29' West 19.4 chains to the point of beginning.

PARCEL NO. 2:

That portion of Swamp Land Survey No. 962, described as:

BEGINNING at a point on Section line between Sections 28 and 29, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 27-1/2' West 19.4 chains from the East quarter corner post of said Section 29; thence North 89° 33' West 4.38 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 19.46 chains; thence North 0° 20-1/2' West 43 chains; thence South 44° 43' East 28.65 chains; thence North 55° 28' East 22.41 chains; thence South 0° 27-1/2' East 71.75 chains to the point of beginning.

PARCEL NO. 3:

That portion of Swamp Land Survey No. 962, described as:

BEGINNING at a point in the Section line between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 29' East 19.4 chains from the West quarter corner post of said Section 29; thence South 89° 33' East 76.02 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 60.579 chains; thence on section line South 0° 29' West 35.611 chains to the point of beginning.

10962

B 7402-11 P794

M-602200-IC

EXCEPTING THEREFROM Parcels 1, 2, **AND 3** above, any portion thereof which may lie within that certain 869.205 acre parcel of land shown on the "Record of Survey Portion of Swamp Land Surveys No's 301 and 962 located on Grand Island", recorded in the office of the Recorder of Sacramento County on May 8, 1964, in Book 21 of Surveys at page 45.

EXCEPTING THEREFROM Parcels 1, 2, and 3, an undivided 1/2 interest in and to all oil, gas and minerals in and under the surface of said land, together with full and free rights to enter upon said premises and use so much of the surface thereof as might be reasonable necessary in operating and drilling and marketing the production thereof. As reserved in the Deed dated April 23, 1973 and recorded May 21, 1973 in Book 73-05-21 page of Official Records, Instrument No. 48169.

VB/bs

Recording Request by

Clerk of the Board of Supervisors
Sacramento County
County Administration Building
Sacramento, California

B 7402-11 P795

OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.

FEB 11 11 32 AM 1974

10963

NO FEE

Renard J. Haggan
COUNTY RECORDER
Space Above For Recorder's Use

CALIFORNIA CONSERVATION CONTRACT NO. 74-AP-007

This CALIFORNIA LAND CONSERVATION CONTRACT, made and entered into this last day of February, 19 74, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "County" and

Joe Sanchez Farms, Inc., The Prudential Insurance Co. of America, Jack Peter Hernandez
and Fartado Real Estate, a Partnership.

after referred to as Owner: _____ or successors thereof here-

WITNESSETH:

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situate in the County of Sacramento, State of California; and

WHEREAS, the subject property is described in Exhibit "B" which is made part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve heretofore established by County by Resolution Number 73-1171; and

WHEREAS, said Agricultural Preserve is within the Delta

_____ Agricultural Area, a map of which area is on file with the Recorder of Sacramento County, Book 1 of Agricultural Preserve Maps, Map Number 28; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, esthetic and economic asset to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) **Agreement Made Pursuant to California Land Conservation Act.** The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter the Act, and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

(2) **Use of Subject Property.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in the resolution establishing the boundaries and adopting the rules governing the administration of the agricultural preserve in which the subject property is located which said "permitted agricultural uses" and "compatible uses" are incorporated herein by reference. Owner shall be limited to the uses specified in the aforementioned resolution even though ordinances, codes or regulations of County authorize different uses. If the ordinances, codes or regulations of County are more restrictive than the uses authorized by the aforementioned resolution the ordinances, codes or regulations shall prevail.

(3) **Additional Uses.** The Board of Supervisors of County may from time to time during the term of this Contract or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

(4) **Term.** This Contract shall be effective on the date first above written, hereinafter the anniversary date, and shall remain in effect for a period of twenty (20) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

(5) **Consideration.** It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

(6) **Cancellation.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, assessment and payment of the cancellation fee (3) waiver of all or a portion of the cancellation fee (4) distribution of the cancellation fee as deferred taxes (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

(7) **Cancellation If No Operative Legislation.** This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearing whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

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(8) **Division of Subject Property.** In the event the subject property is divided, Owner or successors thereof, as the case may be agree as a condition of such division to execute a contract or contracts so that of all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph.

The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of nonrenewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

(9) **Information to County.** Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

(10) **Notice of Nonrenewal.** If after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of nonrenewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of nonrenewal to Owner at least sixty (60) days prior to the anniversary date. Notices of nonrenewal by County shall be sent to the address set forth in Exhibit "A" provided by Owner for this purpose. Owner shall have the right to protest the nonrenewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of nonrenewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date without notice to Owner withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of nonrenewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

(11) **Removal of Land From Agricultural Preserve.** Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of nonrenewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date serve a notice of nonrenewal as provided in Paragraph 10. County shall record the notice of nonrenewal in the office of the Recorder of County as required by Section 51206 of the Government Code, however Owner agrees that a failure of County to record said notice of nonrenewal shall not invalidate or in any manner affect said notice.

(12) **Action In Eminent Domain To Take All Of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all of the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

(13) **Action In Eminent Domain To Take A Portion of Subject Property.** Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

(14) **Abandonment Of Action In Eminent Domain.** In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of nonrenewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

(15) **Enforcement Of Contract.** Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

(16) **Recording Of Documents.** In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

(17) **Successors In Interest.** The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

(18) **Code Sections.** Wherein this contract refers to sections of the Government Code, Revenue and Taxation Code or any other reference pertinent to the California Land Conservation Act of 1965, those references shall include amendments, if any, in effect at the time of execution of said contract.

IN WITNESS WHEREOF the parties hereto have executed the within Contract the day and year first above written.

"COUNTY"

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By

E. Henry Kloss
Chairman of the Board of Supervisors

ATTEST:

John J. [Signature]
Clerk of the Board of Supervisors

"OWNER"

Joseph C. Sanchez
President Joe Sanchez Farms Inc.
Jack Peter Skumanz
Felicio Real Estate Investments
The Prudential Insurance Company of America
Gordon K. Bischoff
GORDON K. BISCHOFF, Associate General Manager,
MANAGER Real Estate Investments

(Attach acknowledgement for each signature above)

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ACKNOWLEDGMENT

B 7402-11 P799

B 7402-11 P797

STATE OF CALIFORNIA,

County of Solano

ss.

On this 28th day of December in the year
one thousand nine hundred and ninety three
R. Wm. Charlesworth, before me,

a Notary Public,
State of California, duly commissioned and sworn, personally appeared
Joseph P. Sanchez President
TOP SANCHEZ FARMS INC.

known to me to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Solano the day and
year in this certificate first above written.

R. Wm. Charlesworth
Notary Public, State of California. My Commission Expires 11/1/76
Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) PRINTED 11/23/65 61-0322

ACKNOWLEDGMENT

B 7402-11 P798

STATE OF CALIFORNIA,

County of Contra Costa

ss.

On this 20th day of December in the year one thousand nine
hundred and ninety three before me, William Beverly Cox,
a Notary Public, State of California, duly commissioned and sworn, personally appeared

Jack Peter Hernandez
known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Contra Costa the day and year in this
certificate first above written.

William Beverly Cox
Notary Public, State of California.

My Commission Expires Sept 23 1977

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

ACKNOWLEDGMENT

STATE OF CALIFORNIA,

City and County of San Francisco

ss.

On this 14th day of December in the year one thousand nine hundred and seventy-three
before me, the undersigned, a Notary Public,

State of California, duly commissioned and sworn, personally appeared
Gordon K. Bischoff

known to me to be the Associate General Manager, Real Estate Investments
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same

JACQUELINE M. TORTORICH
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Nov. 18, 1977

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
City and County of San Francisco the day and year in this certificate
first above written.

Jacqueline M. Tortorich
Notary Public, State of California.

My Commission Expires November 18, 1977

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1)

B 7402-11 P800

EXHIBIT A TO
CALIFORNIA LAND CONSERVATION CONTRACT

INFORMATION RE NOTICES OF NONRENEWAL
(See Paragraph 10 of Contract)

Notice to County:

Notice must identify:

1. Owner
2. Resolution number establishing agricultural preserve
3. Contract Number

Address notice to:

Clerk of the Board of Supervisors
County of Sacramento
County Administration Building
827 - 7th Street
Sacramento, California 95814

Address Notice to Owner:

Joseph Sanchez
1200 Liberty Island Rd.
Rio Vista, Ca 94571

EXHIBIT B TO
CALIFORNIA LAND CONSERVATION CONTRACT

Subject Property is described as:

See Exhibit "C" attached hereto and by said reference made a part
of this contract.

10963

11-1001
All that certain real property situate, lying and being in the County of Sacramento, State of California, particularly described as follows:

PARCEL NO. 1:

That portion of Swamp Land Survey No. 962, described as:
BEGINNING at a point where the center line of a main drainage canal between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., is intersected by the East and West 1/4 Section line of said Section 29, as said line is established by a Redwood post on the bank of said canal and running thence along said quarter section line, South 89° 33' East 80.598 chains to an iron pipe on the Section line between Section 28 and 29; thence along section line between Sections 28 and 29, North 0° 27-1/2' West 19.4 chains; thence North 89° 33' West 80.4 chains to Section line between Sections 29 and 30; thence along said Section line South 0° 29' West 19.4 chains to the point of beginning.

PARCEL NO. 2:

That portion of Swamp Land Survey No. 962, described as:
BEGINNING at a point on Section line between Sections 28 and 29, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 27-1/2' West 19.4 chains from the East quarter corner post of said Section 29; thence North 89° 33' West 4.38 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 12.46 chains; thence North 0° 20-1/2' West 43 chains; thence South 44° 43' East 28.65 chains; thence North 55° 28' East 22.41 chains; thence South 0° 27-1/2' East 71.75 chains to the point of beginning.

PARCEL NO. 3:

That portion of Swamp Land Survey No. 962, described as:
BEGINNING at a point in the Section line between Sections 29 and 30, Township 5 North, Range 4 East, M.D.B.&M., distant North 0° 29' East 19.4 chains from the West quarter corner post of said Section 29; thence South 89° 33' East 76.02 chains; thence North 1° 0' West 12.79 chains; thence North 41° 55' West 11.61 chains; thence North 22° 05' West 17.41 chains; thence South 89° 55-1/2' West 60.579 chains; thence on section line South 0° 29' West 35.611 chains to the point of beginning.

EXCEPTING THEREFROM Parcels 1, 2, and 3 above, any portion thereof which may lie within that certain 869.205 acre parcel of land shown on the "Record of Survey Portion of Swamp Land Surveys No's 301 and 962 located on Grand Island", recorded in the office of the Recorder of Sacramento County on May 6, 1964, in Book 21 of Surveys at page 45.

EXCEPTING THEREFROM Parcels 1, 2, and 3, an undivided 1/2 interest in and to all oil, gas and minerals in and under the surface of said land, together with full and free rights to enter upon said premises and use so much of the surface thereof as might be reasonable necessary in operating and drilling and marketing the production thereof. As reserved in the Deed dated April 23, 1973 and recorded May 21, 1973 in Book 73-05-21 page of Official Records, Instrument No. 48169.

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APPLICATION No. 74-AP-007

LEGAL NOTICE
Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Board of Supervisors of the County of Sacramento, State of California, for the purpose of considering the establishment of Agricultural Preserves which may be devoted to agricultural use, recreational use or open space use, as defined in the California Land Conservation Act in the County of Sacramento as follows:

LOCATION: The property is located on the northwest side of Leary Road approximately 1/2 mile north of Beaver Lake. Parcel 142-040-06, 07 & 08; 142-050-07. Consists of 563.4 acres m/l

APPLICANT: Joseph C. Sanchez
1200 Liberty Island Road
Rio Vista, CA 94571

DATE OF HEARING: Wednesday, February 6, 1974 at 9:00 A. M.

PLACE OF HEARING: Board of Supervisors Chambers, Room 427, County Administration Building, 827 Seventh Street, Sacramento, California

BY ORDER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS 22nd DAY OF January, 1974.

Jack H. Mehl, Clerk
Board of Supervisors

Publish in The Daily Recorder 1/25/74
Send one affidavit and two publication bills with notice attached to each.

New Business:

- b. PNL2021-00128 By-Right Supportive Housing Zoning Code Amendment**

**PLANNING AND ENVIRONMENTAL REVIEW
COUNTY OF SACRAMENTO**

To: Agricultural Advisory Committee

Subject: PLNP2021-00128; By-Right Supportive Housing Zoning Code Amendment (LEAP Grant); Countywide

Final Hearing
Body: Board of Supervisors

APN: Countywide

Supervisory
District(s): ALL

Contact: Lauren Haas, Associate Planner; email: haasl@sacounty.gov

Request: Workshop For Agricultural Advisory Committee On Proposed Amendment Package Related To Potential Updates To Farm Worker Housing Use Standards.

Background

In May of 2020, Sacramento County Planning and Environmental Review (PER) received grant funding from the State of California, Department of Housing and Community Development (HCD) with the goal of providing financial assistance for technical work, preparation, and adoption of planning documents and process improvements that would accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment (RHNA).

A portion of these funds have been allocated for amendments to the Sacramento County Zoning Code (Zoning Code) to allow for better classification of existing group and supportive living uses and to ensure the Zoning Code is compliant with requirements set forth in State Law, especially for Special Needs groups.

PER staff reviewed the existing Zoning Code language and identified key areas for amendments that are described in further detail below. Staff has taken the draft language and summary of amendments to the Community Planning Advisory Councils (CPACs) for review and comment. Staff is now bringing a portion of the amendments related to farmworker housing to the Agricultural Advisory Committee (AAC) for review and comment prior to initiating the hearing process (Planning Commission and Board of Supervisors). Existing language and very minor changes related to the proposed amendments for Zoning Code Chapter 3 can be found in Attachment 1 of this document.

Summary of Potential Farm Worker Housing Amendments

The 2021-2029 Sacramento County Housing Element – Goal HE 4 – Implementation Program D6 requires that the County amend the Farm Worker Housing Section of the Zoning Code to allow Farm Worker Housing in all zones where Agriculture is an allowed use consistent with California Health and Safety Code Section 17021.6. As part of the amendments, the County is reviewing the difference between agricultural and hobby farming land uses and will amend the

Zoning Code, as appropriate, to promote farmworker housing and comply with California Health and Safety Code Section 17021.6.

This analysis performed by PER staff has determined that Farm Worker Housing is only required in the Agricultural-20 (AG-20) through Agricultural-160 (AG-160), Urban Reserve (UR), and Industrial Reserve (IR) zoning districts. However, staff is looking for feedback from the AAC on whether the County should consider allowing Farm Worker Housing in the Agricultural-Residential-10 (AR-10) zoning district, only when a minimum gross lot area of 10 acres is provided.

Based on a request from HCD as part of the Housing Element Update, PER staff is considering, as a part of Implementation Program D6 outlined above, allowing farm worker dwellings to be larger than the current 1,200 square foot maximum in certain circumstances. Staff is looking for feedback and ideas from the AAC on this topic as well.

Summary of CPAC Workshop Feedback

PER staff attended all Community Planning Advisory Council (CPAC) and the Delta Citizens Municipal Advisory Council (DMAC) meetings between March and May 2023 for feedback on the proposed Farm Worker Housing amendments, as well as other supportive and group living amendments.

Feedback received from the CPACs/DMAC on the Farm Worker Housing amendments was varied and is summarized below:

Comments:

- Some CPACs are neutral/not overly opinionated and were okay with either allowing an increased size based on acreage or keeping the same as current.
- A definition of 'farm worker' needs to be clearly stated.
- Mixed interest in Farm Worker Housing in AR-10 zones. Some CPACs dislike adding AR-10 zone, others expressed support. Mixed interest in over 1,200 SF farm worker homes (some CPACs in support, some interest in Use Permit option, some dislike/want size to stay consistent with ADU max).
- Concern Farm Worker Housing may be used to house other populations (e.g. homeless).
- Farm Worker Housing is not commonly used now.
- Could be wasteful to have permanent housing. RV/temporary mobile homes may be a better alternative for when Farm Worker Housing goes away.

Questions:

- Is there a demand for permanent Farm Worker Housing in Sacramento County?
 - If yes, is there a need to allow for units intended for individual farmworker households greater than 1,200 square feet in size?
- Does anyone regulate Farm Worker Housing in an ongoing way?
- Are there farm worker groups that PER should be reaching out to to better assess need?

Concerns:

- How will adequate infrastructure (septic, well, roads) be provided?
- How will we ensure the housing is used for actual farm workers?
- Will housing remove agricultural land from productivity?

- What enforcement exists for removal of the homes after Farm Work Housing is no longer needed?

Specific AAC Discussion Items

Staff is requesting feedback from the AAC on the following items:

1. Is the AAC aware of a need for more Farm Worker Housing and/or larger Farm Worker residences in the unincorporated Sacramento area?
2. Increase to Maximum Square-Footage Limit for Farm Worker Dwelling Units in all Zoning Districts that allow Farm Worker housing. (Zoning Code Section 3.5.2.B.2).
 - a. Should a larger size dwelling be permitted to better accommodate larger families? Currently allow a maximum dwelling size of 1,200 square feet.
 - b. If yes, should the maximum dwelling size be restricted based on acreage?
 - For example 1,200 square feet for sites below 20 acres in size, 1,600 square feet for sites 20 to 40 acres in size and 2,000 square feet for sites over 40 acres (sizes are arbitrary – looking for recommendations). Note in AG zone districts up to 16 single-family household units or spaces (RV or mobile home spaces) are permitted by right.
 - c. Should more than one farmworker dwelling over 1,200 square feet be permitted?
 - d. If yes should the number also be based on acreage?
 - e. Should a minor use permit be required in any of the above situations?
3. Adding Farm Worker Housing in the Agricultural-Residential-10 (AR-10) zoning district only when a minimum gross lot area of 10 acres is provided.
 - a. Should this be added?
 - b. If yes should there be restrictions on the number and size of farmworker housing units that can occur?
 - c. Should a Conditional Use Permit (CUP) be required?
4. Should additional amendments be made to Section 3.5.2.B.2 of the Zoning Code to better address concerns raised by the CPACs? For example, Placer and El Dorado County include requirements for the removal of the units or an entitlement process for the units to remain if no longer used for farm worker housing. They also include provisions for verification that the housing is being used for an individual (including their family) that works a minimum of 24 hours per week for a bona fide commercial agricultural operation as determined by the agricultural commissioner; minimum acreage requirements; avoidance of prime and productive agricultural land when feasible; and, setbacks from property lines and structures that house poultry or livestock.

Next Steps

After this AAC review, staff will finalize a draft set of amendments to present to the County Planning Commission (COPC). The anticipated timeline for this hearing is July 2023.

To Provide Additional Comments, please contact Lauren Haas, Associate Planner, at haasl@saccounty.gov.

Attachments

Attachment 1 – Zoning Code Chapter 3 – Draft Language (only sections with changes)

CHAPTER 3: USER REGULATIONS

3.1. PURPOSE AND ORGANIZATION

3.1.1. Purpose

No Change

3.1.2. Chapter Organization

No Changes

3.2. TABLES OF ALLOWED USES

3.2.1. Table Organization [AMENDED 04-07-2016]

No Change

3.2.2. Explanation of Table Abbreviations

3.2.2.A. Permitted Uses

No Change

3.2.2.B. Conditional Uses

No Change

3.2.2.C. Accessory Uses

No Change

3.2.2.D. Temporary Uses

No Change

3.2.2.E. Prohibited Uses

No Change

3.2.2.F. Use Standards

No Change

3.2.3. Use for Other Purposes

No Change

3.2.4. Uses Not Provided for in the Tables [AMENDED 02-24-2017][AMENDED 05-11-2017]

3.2.4.A. No Change

3.2.4.B. No Change

3.2.4.C. No Change

3.2.5. Allowed Uses in All Zoning Districts [AMENDED 09-09-2022]

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]

KEY

P = Permitted Primary Use

UPP = Conditional Use Permit by the
Planning Commission

A = Permitted Accessory Use

Grey Boxes – Refer to Applicable

UPM = Minor Use Permit

Use Standards in Sections Identified

UPZ = Conditional Use Permit by the
Zoning Administrator

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Zoning Districts	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard
Use, Service or Facility	AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2	
AGRICULTURAL USES																							
A. General Agricultural Uses	P	P	P	P	P ³						P	UPZ	UPZ							P	P	P	3.4.1
B. Agricultural Equipment Repair, Maintenance and Manufacturing	UPZ																				UPZ	UPZ	
C. Agricultural Supplies and Services	UPZ																		P		P	P	
D. Primary Processing of Agricultural Products	P ⁴	P ⁴	P ⁴	P ⁴																	UPZ	P ⁴	3.4.12
E. Commercial Beekeeping	P	P	P	P	P																		3.4.2
F. Non-Commercial Beekeeping					A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.4.2
G. Crop Dusting Service	UPP																						

¹ Includes former SC Zoning District. Refer to Title IV of the Sacramento Zoning Code interim standards for SC zoning districts.

² Includes former AC and TC zoning districts, interim standards for AC and TC zoning districts should refer to Title IV of the Sacramento Zoning Code.

³ In the AR-1 zoning district, general agricultural uses are permitted on lots of 150 feet or greater width.

⁴ Permitted up to five (5) acres in AG zones and up to one (1) acre in AR zones. Otherwise, need UPZ is exceed acreage. Includes processing of industrial hemp pursuant to Section 3.4.12 in Ag-20 through AG-160 and M-2 zones only. In the M-1 zone a UPZ is required.

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Use, Service or Facility		AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2	
H. Crops: Raising/Harvesting		P	P	P	P	P	UPZ					P	UPZ											
I. Feedlot		P	P	P																				3.4.3
J. Hog Farm		P	P	P	P	P ⁵						P	UPZ											3.4.4
K. Kill Floor		UPZ			UPZ																			3.4.5
L. Stables and Corrals		P	P	P	P	P	P					P	P											3.4.6
M. Road-side Crop Sales	1. Field Retail Stand	P	P	P	P	UPZ	UPZ					P	P											
	2. Farm Stand	P	P	P	P	UPZ	UPZ	UPZ				P	P											
	3. Produce Stand	P	P	P	P	P						P	P											3.4.7
	4. Agricultural Market	P	P	P	P	P																		
	5. Urban Agricultural Stand ⁶					TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	TUZ	3.4.7
N. Small Wineries/Specialty and Craft Breweries		P			P	UPZ						UPZ		UPZ	P ⁷	P ⁷	P ⁷		P ⁷	P ⁷	P	P	P	3.4.8

⁵ Not permitted in the AR-1 zoning district. In the AR-2 zoning district, a maximum of three adult hogs are permitted.⁶ Up to 120 square feet in area with a Temporary Use Permit. A Conditional Use Permit is required if greater than 120 square feet.⁷ Required to include sales and a tasting room or restaurant.

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]**KEY**

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O. Large Wineries/Breweries	UPZ										UPZ										p ⁸	p ⁸	3.4.9
P. Food Processing Industry ⁹	UPB	UPB	UPB																				3.4.10
Q. Water Impoundment, Constructed Lake/Pond	P	P	P	P	P	P	P	P	P	P	P	P											3.4.11
R. Industrial Hemp	P																				P	P	3.4.12
RESIDENTIAL USES																							
A. Household Living Uses¹⁰																							
1. Dwelling, Duplex- 5 or fewer lots, or , Halfplex – 10 or fewer lots							P	P	P	P							UPM						3.5.1.B
2. Dwelling, Duplex- more than 5 lots, or, Halfplex- more than 10 lots							UPZ	UPZ	P	UPZ							UPZ						3.5.1.B
3. Dwelling, Multifamily- 10 or fewer units								UPZ ¹²	P					P	P	P	UPM	P	P				3.5.1.C

⁸ In the M-1 and M-2 zoning districts, use is allowed if in compliance with use standards and the tasting facilities are limited to a maximum of 15 percent of the square footage of the indoor portion of the winery/brewery; otherwise, a Minor Use Permit is required.

⁹ Use is intended for agricultural zoning districts, and must be accompanied by the Food Processing (FP) combining zoning district.

¹⁰ See "Accessory Uses" (Table 3.2) for accessory dwelling units and guest houses.

¹¹ [DELETED]

¹² Use is conditionally permitted, as noted, only in the RD-10 Zoning district. Not permitted in the other referenced zoning districts.

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]**KEY**

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4. Dwelling, Multifamily- more than 10 units								UPZ ¹²	P					P	P	P	UPZ	P	P				3.5.1.C
5. Dwelling, Single-family Attached- 10 or fewer lots							P	P	P	UPM				P	P	P	UPM	P	P				3.5.1.D
6. Dwelling, Single-family Attached- more than 10 lots							UPZ	UPZ	P	UPZ				P	P	P	UPZ	P	P				3.5.1.D
7. Dwelling, Single-family Detached	P	P	P	P	P	P	P	P	P	P	P	UPP		P	UPM	P	UPM						3.5.1.E
8. Family Day Care Home ¹³	P	P	P	P	P	P	P	P	P	P	P	P	P										3.5.1.F
9. [DELETED]																							
10. Mobile Home Park									UPZ	P			UPZ				UPZ	UPZ	UPZ				3.5.1.H
11. Residential Care Home- 6 or fewer in care ¹⁴	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				3.5.1.I
12. Residential Care Home- 7 to 20 in care ¹⁴	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	P	P	UPZ	UPP	UPZ	P	P	P	P	P	P				3.5.1.I
13. Condominium Conversions						UPP	UPP	UPP	UPP	UPP				UPP	UPP	UPP	UPP	UPP	UPP				3.1.5.J

¹³ Permitted by right in the Agricultural, Agricultural-Residential, and Recreation zoning districts, where it does not exceed a total of eight persons for small family day care homes and 14 persons for large family day care homes, including children 10 years of age or younger who reside in the home.¹⁴ Allowed in multifamily and RM-2 zones only if developed as a duplex or halfplex.

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B. Group Living Uses																							
1. Boarding House								UPZ ¹⁵	P				UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ				
2. Emergency Shelter																			P		P		3.5.2.A
3. Low Barrier Navigation Center														P	P	P		P	P		P		3.5.2.A
4. Farm Worker Housing	P	P	P	P ¹⁶																			3.5.2.B
5. Fraternity/Sorority House				UPP	UPP			UPP	P				UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	
6. Single Room Occupancy Unit									P										P				3.5.2.C
PUBLIC, CIVIC, AND INSTITUTIONAL USES																							
A. Assembly Uses																							
1. Places of Worship or Other Religious Institution ¹⁶	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ		P	P	P	P	P	P	P	P	UPZ	3.6.1.A
2. Private Social Center, Social Club, Fraternal Hall/Lodge	UPP	UPP		UPP	UPP	UPP	UPP	UPP	UPP				UPZ	P	P	P	UPM	P	P	UPM	P	P	3.6..0
B. Educational and Cultural Uses																							

¹⁵ Use is conditionally permitted, as noted, only in the RD-10 zoning district. Not permitted in other referenced zoning districts.¹⁶ Use is permitted by right, as noted, only in the AR-10 zoning district on lots with a minimum lot size of 10 gross acres. Not permitted in other referenced zoning districts.¹⁷⁺⁶ In the Agricultural, Agricultural-Residential, and Residential zoning districts, places of worship or other religious institutions exceeding 150 person seating capacity shall require a Conditional Use Permit by the Planning Commission.

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1. Art Gallery, Art Studio						UPZ	UPZ	UPZ	UPZ					P	P	P	P	P	P	P	P	P	
2. College, University				UPP	UPP	UPP	UPP	UPP	UPP					UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	3.6.0
3. School, Private ¹⁷	UPZ	UPZ		UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ			UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	3.6.2.A
4. School, K-12, Public	P	P	P	P	P	P	P	P	P	P			UPZ	P	P	P	P	P	P	UPZ	UPP	UPP	
5. School, K-12, Private ¹⁷	UPZ	UPZ		UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ			UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPP	UPP	3.6.0
C. Government Uses																							
1. Government and Local Agency Buildings and Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	UPP	UPP	UPP	3.6.3.A
D. Parks and Open Space																							
1. Cemetery	UPZ	UPZ	UPZ	UPZ	UPZ	UPP	UPP	UPP	UPP		UPP	UPP									UPP	UPP	3.6.4.A
2. Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.6.4.B
3. Public Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P							
4. Wildlife Preserve	P	P	P	P	P						P	P											
5. Market Garden ¹⁸					UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	3.6.4.B
E. Social Care Uses																							

¹⁷ In the Agricultural, Agricultural-Residential, and Residential zoning districts, private schools exceeding 100 students shall require a Conditional Use Permit by the Planning Commission.¹⁸ Up to one acre in size is permitted. Between one and three acres in size, permitted in zones other than residential and recreation, these zones require a UPM. Over three acres in size permitted in the industrial zones; requires a UPM in agricultural-residential, mixed use, and commercial zones; requires a Conditional Use Permit in residential and recreation zones.

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1. Ambulance Service																			P	P	P	P	P	
2. Adult Day Care Center ¹⁹		UPZ	UPZ		UPZ	UPZ	UPZ	UPZ	P	UPZ	UPP	UPP	UPP	P	P	P	P	P	P	P	P	UPZ	UPZ	3.6.5.A
3. Child Day Care Center		UPZ	UPZ		UPZ	UPZ	UPZ	UPZ	P	UPZ	UPZ	UPZ	UPZ	P	P	P	P	P	P	P	P	UPZ	UPZ	3.6.5.B
4. Congregate Care Facility			UPP		UPP	UPP	UPP	UPP	UPP	UPM	UPP	UPP	UPP	P	P	P	P	UPP	P	P				3.6.5.C
5. Hospital		UPP	UPP		UPP	UPP	UPP	UPP	UPP	UPP		UPP	UPP	UPP		UPP		UPP	UPP	UPP				3.6.0
6. Hospital, Convalescent			UPP		UPP	UPP	UPP	UPP	UPP	UPP				UPP		UPP		UPP	UPP	UPP				3.6.5.C
7. Psychiatric Facility																		UPP	UPP	UPP		UPP	UPP	
8. Social Rehabilitation Center					UPP	UPP	UPP	UPP	UPP	UPP						UPP		UPP	UPP	UPP		UPP	UPP	3.6.5.C
F. Utility and Public Service Facility Uses																								
1. Major Utility		UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	P	P	P	P	P	P	P	P	P	P	P	P	3.6.6.A
2. Minor Utility		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.6.6.B
3. Solar Energy Facility	a.Commer- cial I Solar Facilities	UPP	UPP	UPP								UPP	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	3.6.6.C
	b.Commer- cial II Solar Facilities	UPB	UPB	UPB								UPB									UPP	UPM	UPM	

¹⁹ In the Agricultural, Agricultural-Residential, and Residential zoning districts, an adult day care center facility with capacity exceeding 36 persons shall be subject to a Conditional Use Permit by the Planning Commission.

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]**KEY**

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Zoning Districts		Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard
Use, Service or Facility		AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2	
4. Wind Turbine Facility	a.Small Wind Turbines	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	3.6.6.D
	b.Large Wind Turbines	UPP	UPP	UPP											UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	
G. Communication Uses and Facilities																								
1. Wireless Communication Facilities (WCF)		UPZ	UPZ	UPZ	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	3.6.7.A.1
2. Small Cell WCF – Attached		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.6.7.A.2
3. Small Cell WCF – Tower		UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	3.6.7.A.2
4. Eligible Facility WCF		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	3.6.7.A.3
COMMERCIAL USES ²⁰																								
A. Commercial Service Uses																								
1. Animal and Pet Services	a. Animal Grooming, Short-Term Boarding	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ						P	P	P		P	P	UPZ	UPZ	UPZ	

²⁰ All commercial uses are subject to general commercial use standards in Section 3.7.1, in addition to the use standards cited in this table.

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	b. Kennel, Cattery, Small Animal Boarding and Training	UPZ ²¹	UPZ ²¹	UPZ ²¹	UPZ	UPZ	UPZ					UPP			UPZ	UPZ	UPZ	UPZ ²¹	UPZ ²¹	UPZ ²¹		UPZ	UPZ	3.7.2.A.1
	c. Veterinarian Animal Hospital	UPZ	UPZ		UPZ	UPZ	UPZ					UPP			UPZ	P	UPZ	UPZ	P	P	P	P	P	
2. Business Services	a. General Business Service									UPZ ²²					P	P	P	P ²³	P	P	P	UPM	UPM	3.7.2.B.1
	b. Business Service, Intensive															UPZ		UPZ		UPM	UPZ	P	P	3.7.2.B.2
3. Personal Services	a. General Personal Services								UPZ ²²	UPZ ²²	UPZ ²²				P	P	P	P ²³	P	P	P ²³	UPZ	UPZ	3.7.2.C.1

²¹ Only animal training where the owner of each animal is present during such training, and cattery facilities that are fully operated indoors, are permitted by right in the commercial zoning districts; otherwise, the use requires a Conditional Use Permit by the Zoning Administrator.

²² Permitted in residential zoning districts as a standalone or as part of a small commercial center provided that the use or commercial center does not exceed three (3) gross acres in size, subject to a Conditional Use Permit by the Zoning Administrator. Permitted in multiple family projects, regardless of size, subject to a finding by the Planning Director that the use is incidental to the project and does not exceed 25 percent of the project area, and is intended for the convenience of the residents of the project in which they are located; otherwise, the use requires a Conditional Use Permit by the Zoning Administrator.

²³ Permitted subject to a finding that the use is compatible to the office an industrial uses in the area if limited to 25 percent of the project area; otherwise a Minor Use Permit is required.

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	b. Beauty or Barber Shop, Spa								UPZ ²²	UPZ ²²	UPZ ²²				UPZ	UPZ	UPZ	P ²³	P	P	P ²³	UPZ	UPZ	3.7.2.C.2
	c. Driving Instruction															P			P	P	P	UPZ	UPZ	
	d. Fortune Teller															UPP			UPP	UPP				
	e. Funeral Establishment (Does not include a crematory)															UPP	UPP	UPP	UPP	P		UPZ	UPZ	
	f. Crematory																			UPB		UPP	UPP	3.7.2.C.3
	g. Massage													UPM	UPM	UPM	UPM	UPM	UPM	UPM		UPZ	UPZ	3.7.2.C.4
	h. Self-Service Laundromat													P	P	P	P	P	P	P	P	P	P	
	i. Tattoo Shop															UPP			UPZ	UPZ		UPP	UPP	
	j. Tanning															UPZ	UPZ	UPZ	UPZ ²⁴	UPM	UPM	UPZ	UPZ	UPZ
4. Repair Services	a. General Repair Services														UPZ	P	UPZ		P	P	P	P	P	

²⁴ If located within the Fair Oaks Boulevard Corridor Plan, use may require a Conditional Use Permit by the Planning Commission. See Section 6.7.

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	b. Tool Repair, Sharpening, Reconditioning (i.e. Small Engines, Power Tools)																		UPZ	P		P	P	
B. Eating / Drinking Uses																								
1.	Bar/ Tavern													UPP	UPP	UPP	UPP		UPP	UPP		UPP	UPP	3.7.3.C
2.	Catering Service															P			P	P		P	UPZ	
3.	Restaurant, Carry-out/Drive-through ²⁵ /Site-down													UPZ	P	P	P	P ²⁶	P	P	P ²⁶	P ²⁶	P ²⁶	3.7.3.A
4.	On-Sale Alcoholic Beverages													UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	3.7.3.B
C. Entertainment / Recreation Uses																								
1.	General Recreation Facility, Indoor													UPZ	P	P	P	UPZ ²⁶	P ²⁷	P ²⁷	UPZ ²⁶	P ²⁶	P ²⁶	3.7.4.A
2.	General Recreation Facility, Outdoor	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPP	UPZ		UPZ	UPZ		UPZ	UPZ	UPZ	UPZ	UPZ	3.7.4.B

²⁵ For drive-through, see Allowed Accessory Uses, Table 3.2.²⁶ In the BP, MP, M-1, and M-2 zoning districts, the use shall be permitted, regardless of size or location, subject to a finding that the use is incidental to the business center and intended to serve its employees and customers; otherwise, the use is subject to a Conditional Use Permit by the Zoning Administrator.²⁷ In the LC and GC zoning districts, indoor recreation facilities exceeding a 300-person capacity shall require a Conditional Use Permit by the Zoning Administrator. Indoor shooting ranges regardless of size shall require a Conditional Use Permit by the Zoning Administrator.

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3. Driving Range		UPB																						
4. Adult Businesses	a. Adult Use/Sexually Oriented Business																					P	P	3.7.4.C
	b. Adult Related Establishment																					UPB	UPB	3.7.4.C
	c. Adult Novelty Store																		UPM	UPM				3.7.1.B
5. Arcade, Electronic, Mechanical, Video Games, or Computer Gaming Center																UPZ	UPZ		UPZ	UPZ		UPZ	UPZ	3.7.4.D
6. Boat Dock, Private		UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM	UPM											
7. Campground		UPZ	UPZ	UPZ								UPZ	UPZ	UPZ										
8. Card Room														UPP		UPP			UPP	UPP				
9. Dancing in a Bar or Restaurant, Incidental														UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	3.7.4.E
10. Hunting Club, Gun Club, Shooting Club, Outdoor		UPZ	UPZ	UPZ								UPZ	UPZ	P									UPZ	3.7.4.F
11. Live/Motion Picture Theater and Performing Arts Center																UPZ			UPZ	P		P	P	
12. Marina, Boat Dock/Launch												UPZ	UPZ	UPZ										

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13. Nightclub, Dance Club or Hall															UPZ			UPZ	UPZ		UPZ	UPZ	
14. Recreation Vehicle Park, Travel Trailer Park											UPP	UPP	UPP						UPP				
15. Stadium												UPB	UPB								UPB	UPB	
16. Internet Cafe														UPP	UPP	UPP	UPP	UPP	UPP				3.7.4.G
17. Hookah/Smoking/Vape Lounges													UPZ	UPZ	UPZ	UPZ		UPZ	UPZ		UPZ	UPZ	3.7.1.B
18. Event Center/Reception Hall													UPZ	P	P	P	UPZ	P	P	UPZ	UPZ	UPZ	3.7.4.H
D. Financial Institutions																							
1. General Financial Institutions														P	P	P	P	P	P	P	UPZ	UPZ	3.7.5.A
2. Payday Loan, Check Cashing ²⁸															UPZ			UPM	UPM				3.7.1.B
E. Lodging Uses																							
1. Bed and Breakfast Inn	UPP	UPP		UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	UPZ	P				UPZ	UPZ				3.7.6.A
2. Hotel, Motel													UPP		P			UPP	UPP	UPP	UPP	UPP	
3. Farm Stay	P	P	P	UPZ																			3.7.6.B
4. Resort													UPP										
F. Office Uses																							

²⁸ If located within the Fair Oaks Boulevard Corridor Plan, use may require a Conditional Use Permit by the Planning Commission. See Section 6.7

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1. Office Use, General				UPZ	UPZ	UPZ	UPZ	UPZ	UPZ					P	P	UPM	P	P	P	P	UPZ ²⁹	UPZ ²⁹	3.7.7.A
2. Laboratory-Medical, Dental or Optical														UPM	P	UPM	P	P	P	P	P	P	3.7.7.B
G. Retail, Auction, and Wholesale Uses																							
1. General Retail Sales (up to 49,999 sq. ft.)									UPZ ³⁰					P	P	P	UPZ ³¹	P	P	UPZ ³¹	UPZ ³¹	UPZ ³¹	
2. General Retail Sales (50,000 – 350,000 sq. ft.)															P	UPZ		P	P		UPZ	UPZ	
3. General Retail Sales (>350,000 sq. ft.)															UPP			UPP	UPP		UPP	UPP	
4. Neighborhood Convenience Store, Food Markets (Up to 6,000 sq. ft.)								UPP	UPP					p ³²	p ³²	p ³²		p ³²	p ³²		UPP	UPP	3.7.8.A
5. Food Production and Wholesales															UPZ				P		P	P	
6. Liquor Store														UPP	P	UPP		P	P				

²⁹ In the M-1 and M-2 zoning districts, office uses are permitted as incidental uses, subject to a finding that the use does not exceed 25 percent of the gross floor area of structure(s) committed to the primary use; otherwise, the use is subject to a Conditional Use permit by the Zoning Administrator.

³⁰ Permitted in residential zoning districts as a standalone or as part of a small commercial center provided that the use or commercial center does not exceed three (3) gross acres in size, subject to a Conditional Use Permit by the Zoning Administrator. Permitted in multiple family projects, regardless of size, subject to a finding by the Planning Director that the use is incidental to the project and does not exceed 25 percent of the project area, and is intended for the convenience of the residents of the project in which they are located; otherwise the use requires a Conditional Use Permit by the Zoning Administrator.

³¹ In the BP, MP, M-1, and M-2 zoning districts, the use is permitted subject to a finding that the retail use is incidental to the primary use and does not exceed 25 percent of the gross floor area of structure(s) committed to the primary use; otherwise, the use is subject to a Conditional Use Permit by the Zoning Administrator.

³² Extended hours require a Use Permit to the Planning Commission. See Section 3.7.8.A for details.

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7. Pawn Shop																		UPM	UPM				3.7.1.B
8. Thrift/Consignment																		UPM	UPM				3.7.1.B
9. Smoke Shop ³³																		UPM	UPM				3.7.1.B
10. Public Auction, Flea Market																			UPP				
11. Wholesale, not otherwise listed																		UPZ	P	P	P	P	
12. Nursery ³⁴	P	P	P	P	P						P							P	P		P	P	
H. Vehicle-Related Uses																							
1. Armored Car Service																			UPM	UPM	UPM	UPM	3.7.9.A
2. Auto Sales, New and Used																			UPP		UPP	UPP	3.7.9.B
3. Auto Service Station															UPB	UPB		UPB	UPB	UPB	UPB	UPB	3.7.9.C
4. Auto Broker														UPZ	UPZ		P	P	P				3.7.9.D
5. Automobile Lease or Rental, Limousine Service														UPZ	UPZ			UPM	P	UPM	UPM	UPM	
6. Automobile Repair, Major																		UPZ	P		P	P	3.7.9.E

³³ If located in the Fair Oaks Boulevard Corridor Plan, use may require a Conditional Use Permit by the Planning Commission. See Section 6.7.³⁴ Except for the LC and GC zoning districts where retail sales are permitted, the nursery use shall be wholesale only. Incidental retail use of up to 25 percent of the gross floor area shall be allowed with a Minor Use Permit, and additional retail sales shall be subject to a Conditional Use Permit by the Zoning Administrator.

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7. Automobile Repair, Minor															UPZ			P	P		P	P	3.7.9.E
8. Automobile Wash Facilities																		UPZ	UPZ		P	P	3.7.9.I
9. Equipment Rental																			UPZ		P	P	3.7.9.F
10. Package Delivery Service																				P	P	P	
11. Parking Lot or Garage									UPM				P	P	P	P	P	P	P	P	P	P	3.7.9.G
12. Small Vehicle and Trailer Lease, Rent, Repair, Sales, or Service													UPZ	UPZ	UPZ	UPZ		UPZ	UPZ		P	P	
13. Storage of Operable Boats, RVs, or Vehicles and Auto Wholesale																			UPZ		P	P	3.7.9.J
14. Towing Service (office only)																		UPM	P		P	P	
15. Truck and Large Vehicle Lease, Rent, Repair, Sales, Storage, or Service																			UPZ		P	P	3.7.9.H
16. Utility Truck and Trailer Rent, Sales, or Services																		UPZ	P		P	P	
17. Vehicle Auction																			UPP		UPP	UPP	
18. Boat Sales and Rental													UPZ					UPZ	UPZ		UPZ	UPZ	

INDUSTRIAL USES**A. Extractive Uses**

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1. Borrow Mining, Short-term	UPP	UPP	UPP	UPP															UPP		UPP	UPP	3.8.1.A
2. Gas or Oil Well	P	UPM	UPM	UPZ	UPZ						UPP	UPP									UPM	UPM	3.8.1.B
3. Surface Mining	UPB	UPB	UPB									UPB	UPB								UPB	UPB	3.8.1.C
B. Manufacturing and Processing Uses																							
1. Assembly, Manufacturing, and Processing, Heavy - Indoor																					P	P	3.8.2.A
2. Assembly, Manufacturing, and Processing, Light – Indoor																			UPM	UPZ	P	P	3.8.2.B
3. Assembly, Manufacturing, and Processing – Outdoor																					UPZ	P	3.8.2.C
4. Concrete Batch Plant			UPP																UPP		UPP	P	3.8.2.D
5. Distilleries (See Ag Uses for Wineries and Breweries)																					UPZ	UPZ	
6. Canneries																					UPB	UPB	
7. Laboratory													UPP				UPZ	UPZ	P	P	P	P	
8. Service Yard, Workshop ³³			UPP																P		P	P	3.8.2.F

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]**KEY**

P = Permitted Primary Use

UPM = Minor Use Permit

UPZ = Conditional Use Permit by the
Zoning AdministratorUPP = Conditional Use Permit by the
Planning CommissionUPB = Conditional Use Permit by the
Board of Supervisors

A = Permitted Accessory Use

TUZ = Temporary Use Permit by the
Zoning AdministratorGrey Boxes – Refer to Applicable
Use Standards in Sections Identified

Zoning Districts	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard
Use, Service or Facility	AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2	
9. Heavy Equipment Storage, Sales, Rental, Service, and Repair Yard			UPP																		UPP	P	
10. Animal Slaughter, Tannery, and Rendering																					UPB	UPB	
11. Aircraft and Rocket Testing ³⁵																						UPB	
C. Storage and Warehousing Uses																							
1. Household Moving, Storage Service																			UPZ		P	P	3.8.3.A
2. Storage, Mini ³³																		UPP	P		P	P	3.8.3.B
3. Storage, Moved Building																					UPP	UPP	3.8.3.C
4. Storage of Towed or Damaged Vehicles and Boats																			UPP		UPM	UPM	3.8.3.D
5. Warehousing																			P	P	P	P	3.8.3.E
D. Transportation Facilities and Services																							
1. Airport	UPP ³⁶	UPP	UPP	UPP	UPP						UPP	UPP	UPP								UPP	UPP	
2. Boat Dock/Pier – Commercial											UPP	UPP	UPP										3.8.4.A

³⁵ Permitted provided the use is located not less than 500 feet from the boundary line of a more restricted zoning district and subject to the issuance of a Conditional Use Permit by the Board of Supervisors.³⁶ Private airports, including those open to public, are permitted subject to a Conditional Use Permit by the Planning Commission. Private landing strips for the sole use of the landowner in the AG zones are permitted subject to a Conditional Use Permit by the Zoning Administrator.

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]**KEY**

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Grey Boxes – Refer to Applicable
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Zoning Districts		Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard
Use, Service or Facility		AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2	
3.	Bus Depot																			UPP		UPP	UPP	3.8.4.B
4.	Freight Depot																					UPZ	UPZ	3.8.4.C
5.	Taxi Cab Service and Storage Facility																			UPZ		UPM	UPM	3.8.4.D
6.	Truck, Freight, or Draying Terminal																					UPZ	P	3.8.4.E
E. Waste Handling and Disposal																								
1.	Hazardous Waste Storage/Disposal Facility																					UPB	UPB	3.8.5.A
2.	Junk Tire Handling ³⁷																					UPP	UPP	3.8.5.B
3.	Junkyard, Vehicle/Equipment Wrecking Yard, Scrap or Used Materials Yard																						UPP	3.8.5.C
4.	Recycling Facilities ³⁸	a. Convenience Recycling Facilities													P	P	P		P	P				3.8.5.D
		b. Minor Recycling Facilities ³⁹																		UPP		UPZ	UPZ	

³⁷ Permitted in the M-1 and M-2 zoning districts, provided no more than 500 tires are on site at any one time; where more than 500 tires are on site at any one time, the use requires a Conditional Use Permit by the Planning Commission.

³⁸ Refer to use standards for permitted and conditionally permitted uses and standards for all types of recycling facilities. If located within the Fair Oaks Boulevard Corridor Plan, use may require a Conditional Use Permit by the Planning Commission. See Section 6.7.

³⁹ Minor recycling facilities in the M-1 and M-2 zones involving outdoor operations must be located at least 500 feet from an AR or RD zoning district, unless separated from an AR or RD zoning district by a major freeway or railroad and located behind a screen fence; otherwise, the use requires a Conditional Use Permit by the Zoning Administrator.

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]**KEY**

P = Permitted Primary Use

UPM = Minor Use Permit

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Use Standards in Sections Identified

Zoning Districts		Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard
Use, Service or Facility		AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC ¹	GC ²	MP	M-1	M-2	
	c. Major Recycling Facilities ⁴⁰			UPP																		UPP	UPP	
5.	Greenwaste Facilities	UPP	UPP	UPP																		UPP	UPP	3.8.5.E
6.	Solid Waste Facilities ⁴¹																						UPB	
7.	Wastewater Disposal, Lagoon or Irrigation	UPP																				UPP	UPP	

⁴⁰ Major recycling facilities shall be permitted in the M-1 and M-2 zoning districts if located more than 1,000 feet from an AR or RD zoning district, unless separated from an AR or RD zoning district by a major freeway or railroad and located behind a screen fence; otherwise, the use requires a Conditional Use Permit by the Planning Commission.

⁴¹ Permitted provided the use is located no less than 500 feet from the boundary line of a more restrictive land use zoning district and subject to the issuance of a Conditional Use Permit by the Board of Supervisors, after a recommendation by the Planning Commission.

Table 3.2: No Changes

Table 3.3: No Changes

3.3. USE STANDARDS, GENERALLY

3.3.1. Applicability

No Change

3.4. AGRICULTURAL USE STANDARDS

3.4.1. General Agricultural Uses

3.4.1.A. No Changes

3.4.1.B. No Changes

3.4.2. Beekeeping [AMENDED 02-24-2017]

3.4.2.A. No Changes

3.4.2.B. No Changes

3.4.3. Feedlots

No Changes

3.4.4. Hog Farm

No Changes

3.4.5. Kill Floor

No Changes

3.4.6. Stables and Corrals [AMENDED 12-01-2017]

No Changes

3.4.6.A. No Changes

3.4.6.B. No Changes

3.4.6.C. No Changes

3.4.6.D. No Changes

3.4.6.E. No Changes

3.4.7. Field Retail Stands, Farm Stands, Produce Stands, Urban Agricultural Stands, Agricultural Markets [AMENDED 02-24-2017]

3.4.7.A. No Changes

- 3.4.7.B. Purpose**
No Changes
- 3.4.7.C. Allowed Use**
No Changes
- 3.4.7.D. Standards for Field Retail Stands**
No Changes
- 3.4.7.E. Standards for Farm Stands**
No Changes
- 3.4.7.F. Standards for Produce Stands**
No Changes
- 3.4.7.G. Standards for Urban Agricultural Stands**
No Changes
- 3.4.7.H. Standards for Agricultural Markets**
No Changes
- 3.4.7.I. Events at Field Retail Stands, Farm Stands, Produce Stands, and Agricultural Markets**
No Changes
- 3.4.7.J. Parking Requirements for Field Retail Stands, Farm Stands, Produce Stands, Urban Agricultural Stands, and Agricultural Markets**
No Changes
- 3.4.7.K. Advisory for Other Permitting Requirements**
No Changes
- 3.4.8. Small Winery/Specialty and Craft Breweries**
- 3.4.8.A. Application**
No Changes
- 3.4.8.B. Purpose**
No Changes
- 3.4.8.C. Allowed Uses**
No Changes

- 3.4.8.D. Standards**
No changes
- 3.4.8.E. Signage**
No Changes
- 3.4.8.F. Advisory for Other Permitting Requirements**
No Changes

3.4.9. Large Winery/Brewery

- 3.4.9.A. Application**
No Changes
- 3.4.9.B. Purpose**
No Changes
- 3.4.9.C. Standards**
No Changes
- 3.4.9.D. Allowed Uses**
No Changes
- 3.4.9.E. Parking Requirements**
No Changes
- 3.4.9.F. Signage**
No Changes
- 3.4.9.G. Advisory for Other Permitting Requirements**
No Changes

3.4.10. Food Processing Industry

No Changes

3.4.11. Water Impoundment, Constructed Lake/Pond

- 3.4.11.A.** No Changes

3.4.12. Industrial Hemp

- 3.4.12.A.** No Changes
- 3.4.12.B.** No Changes
- 3.4.12.C.** No Changes
- 3.4.12.D.** No Changes

3.5. RESIDENTIAL USE STANDARDS

3.5.1. Household Living Uses [AMENDED 09-09-2022]

3.5.1.A. Residential Uses, not otherwise listed [AMENDED 06-07-2018]

No Changes

3.5.1.B. Dwelling, Duplex or Halfplex [AMENDED 04-07-2016] [AMENDED 07-16-2020] [AMENDED 09-09-2022]

No Changes

3.5.1.C. Dwelling, Multifamily [AMENDED 07-16-2020] [AMENDED 09-09-2022]

1. In the RD-10 zoning district:

- a.** Multifamily projects shall be developed at residential densities allowed by the zoning district.
- b.** Multifamily projects developed as a stand-alone project or part of a mixed residential product type development require a Conditional Use Permit by the Zoning Administrator.

2. In the RD-15 through RD-40 zoning districts:

- a.** Multifamily projects shall be developed at residential densities allowed by the zoning district.
- b.** Multifamily projects of 150 units or less are permitted by right.
- c.** Multifamily projects of greater than 150 dwelling units are permitted with approval of a Minor Use Permit.
 - (i)** Affordable Housing development consistent with Section 6.5.4 – Affordable Housing Incentive Programs are not subject to this requirement.

3. In the BP zoning district, multifamily projects shall be developed at a minimum density of ten (10) dwelling units per acre and maximum density of 20 dwelling units per acre.

4. In the LC, GC, NMC, CMC, and CMZ zoning districts:

a. Density.

- (i)** Multifamily projects shall be developed at a minimum density of 20 dwelling units per acre and a maximum density of 30 dwelling units per acre.
- (ii)** If the property is located within one-quarter mile of a transit stop, as defined in Chapter 7, maximum density can increase to 40 dwelling units per acre.
- (iii)** Higher densities than allowed by “i” and “ii” may be permitted, subject to a Conditional Use Permit from the Planning Commission.

b. Project Size.

- (i)** Multifamily projects of up to 150 dwelling units are permitted by right at the densities listed above.
- (ii)** Multifamily projects of greater than 150 dwelling units are permitted with approval of a Minor Use Permit at the densities listed above.
 - Affordable Housing developments consistent with Section 6.5.4 - Affordable Housing Incentive Programs are not subject to this requirement.

5. Supportive housing, as defined in Chapter 7, is permitted by right where multifamily housing projects are permitted by right, if the proposed Supportive Housing project satisfies all of the following requirements:
- a. Units within the development are subject to a recorded affordability restriction for 55 years.
 - b. One hundred percent of the units, excluding managers' units, within the development are restricted to lower income households and are or will be receiving public funding to ensure affordability of the housing to lower income Californians. See Health and Safety Code Section 50079.5 for the definition of "lower income households". The rents in the development shall be set at an amount consistent with the rent limits stipulated by the public program providing financing for the development.
 - c. At least 25 percent of the units in the development or 12 units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than 12 units, then 100 percent of the units, excluding managers' units, in the development shall be restricted to residents in supportive housing.
 - d. The developer shall provide the planning agency with the information required by Government Code Section 65652 upon submittal of Design Review application.
 - e. Nonresidential floor area shall be used for onsite supportive services in the following amounts:
 - (i) For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
 - (ii) For a development with more than 20 units, at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
 - f. The developer replaces any dwelling units on the site of the supportive housing development in the manner provided in paragraph (3) of subdivision (c) of Section 65915.
 - g. Units within the development, excluding managers' units, include at least one bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.
 - h. The project shall also comply with all written, objective development standards and policies that apply to other multifamily development projects within the same zone.
 - i. The project developer shall submit a plan for providing supportive services, with documentation demonstrating that supportive services will be provided onsite to residents in the project, as required by Government Code Section 65651, and describing those services, which shall include all of the following:
 - (i) The name of the proposed entity or entities that will provide supportive services.
 - (ii) The proposed funding source or sources for the provided onsite supportive

services.(iii) Proposed staffing levels.**3.5.1.D. Dwelling, Single-family, Attached [AMENDED 09-09-2022]**

No Changes

3.5.1.E. Dwelling, Single-family, Detached [AMENDED 09-09-2022]

No Changes

3.5.1.F. Family Day Care Home

No Changes

**3.5.1.G. Mobile/Manufactured Home
[DELETED 09-09-2022]****3.5.1.H. Mobile Home Park**

No Changes

3.5.1.I. Residential Care Home [AMENDED 09-09-2022]

1. In the agricultural (AG, AR and IR) and low density residential (RD-1, RD-2, RD-3, RD-4, RD-5, RD-7, and RD-10) and recreation (RR) zoning districts, a residential care home use shall be permitted by right where it does not exceed a total of six persons including those receiving care and children of the resident family who are under 12 years of age. For seven to 15 persons, the use shall be subject to issuance of a Use Permit by the Zoning Administrator. For AG and AR zoning, refer to the additional required findings listed in 3.6.0. In agricultural and low density zone districts, facilities with more than 15 persons are considered an institutional/social care use.

- a. Scattered shelters of 6 residents or fewer, excluding one 24-hour on-site manager, are permitted by right in the same zones as listed above. For seven to 15 persons, the use shall be subject to issuance of a Use Permit by the Zoning Administrator. Scattered Shelters with more than 15 persons are not permitted in the above-described zones.

2. In the high density (RD-15, RD-20, RD-30, RD-40, and RM-2), Mixed Use (NMC, CMC, and CMZ) and commercial (BP, LC, and GC) zoning districts, residential care homes are permitted by right for up to 20 persons including those receiving care and children of the resident family who are under 20 years of age. Facilities with more than 20 persons are classified as an institutional/social care use.

- a. In the high density, mixed use, and commercial zoning districts, scattered shelters are defined as supportive housing under the "Dwelling, Multifamily" use category and are permitted where multifamily projects are permitted by-right, subject to the requirements of Section 3.5.1.C.5.

3.5.1.J. Condominium Conversions

No changes

3.5.2. Group Living Uses [AMENDED 09-09-2022]**3.5.2.A. Emergency Shelter and Low Barrier Navigation Centers [AMENDED 12-01-2017]
[AMENDED 09-09-2022]**

No Changes

3.5.2.B. Farm Worker Housing

Farm worker housing provided by the employer and maintained in connection with the work or place where work is being performed must comply with all provisions of Section 17008(a) of the California Health and Safety Code. Farmworker housing, not maintained in connection with any workplace, and provided by someone other than an agricultural employer must comply with all provisions of Section 17008(~~ab~~) and 17032 of the California Health and Safety Code. Construction, operation, or maintenance of farm worker housing shall comply with the requirement of this Section and all applicable health, safety, and building codes and standards.

1. Farm worker housing for agricultural farm employees and their families, consisting of up to 45 beds in group quarters or 16 single-family, household units or spaces (i.e. recreational vehicle or mobile home spaces) is permitted by right in the Agricultural zoning districts; otherwise permitted in these zoning districts, subject to the issuance of a Minor Use Permit by the Planning Director. Farm work housing shall be subject to the same fees applicable to agricultural uses and shall provide at least one parking space per unit or one space per three beds.
2. A farm worker dwelling unit pursuant to this section must meet the minimum size and use standards for accessory dwellings, which cannot exceed 1,200 square feet in size and shall not be subdivided from the primary parcel.
3. Farm worker housing complexes in group living quarters, such as barracks and bunkhouses, do not need to be located on the site of a qualifying agricultural operation where the farmworkers are employed.
4. Use of recreational vehicles or mobile home for temporary dwelling purposes shall also be subject to the temporary use standards for mobile homes in Section 3.10.
5. Agricultural Accessory Dwellings are permitted subject to Sections 3.9.3.C. and 5.3.1.B.3. **[AMENDED 07-16-2020]**

3.5.2.C. Single Room Occupancy Residential Facility

1. No Changes
2. No Changes

3.6. PUBLIC, CIVIC, AND INSTITUTIONAL USE STANDARDS

No Changes

3.7. COMMERCIAL USE STANDARDS

No Changes

3.8 INDUSTRIAL USE STANDARDS

No Changes

3.9 ACCESSORY USE STANDARDS [AMENDED 05-11-2018]

• • •

No Changes

3.10 TEMPORARY USE STANDARDS

• •

No Changes