RESOLUTION - ACTION REQUESTED 2016-600

MEETING: November 15, 2016

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director


RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING to Consider Adoption of a Resolution Approving Land Conservation Act Contract No. 2016-153 and Zoning Amendment No. 2016-154, Finding the Project is Exempt from Environmental Review (CEQA); and Directing the Board of Supervisors Chair to Execute the LCA Contract.

The recommended action is based on the Agricultural Advisory Committee's recommendation and the Planning Commission's recommendation.

The project will change the zoning on the project parcel from the Mountain General Zone and Mountain Home Zone to the Agriculture Exclusive Zone. This project will result in the execution of a new Land Conservation Act (Williamson Act) Contract on Assessor Parcel Number (APN) 004-390-001 (349.5 acres).

Please see the attached report for additional information.

The Staff Report attached to this item is prepared for two MinuteTraq Items (MT Item 6345 for adoption of a resolution and MT Item 6351 for waiver of the first reading and introduction of an ordinance).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No Board actions pertaining to the project have occurred.

Board of Supervisors Resolution 2010-150, Mariposa County Rules of Procedure to Implement the California Land Conservation Act of 1965, provide LCA policy and application procedures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: Approve with modifications.

Negative action would result in no LCA contract.
ATTACHMENTS:
Staff Report (DOC)
Attachment A- Vicinity Map (PDF)
Attachment B- LCA & TEZ Map (PDF)
Attachment C- Lease & Assessor Sheet (PDF)
Attachment D- Topographic Map (PDF)
Attachment E- Slope Map (PDF)
Attachment F- PC Resolution (PDF)
Attachment G- Draft Board Resolution (DOC)
Attachment H- Notice of Exemption (DOC)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson, CAO 11/9/2016

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2016-600

A resolution approving Land Conservation Act (LCA)
Application No. 2016-153 and Zoning Amendment Application
No. 2016-154; APN 004-390-001; Nina Bobbie Coleman, applicant.

WHEREAS, an application for a Land Conservation (Williamson) Act Contract was received
on August 9, 2016, and a Zoning Amendment application was received on August 17,
2016 from Nina Bobbie Coleman for property located at 5673 Dogtown Road
approximately 1.3 miles west of intersection of Wagner Road and Dogtown Road,
Coulterville area, APN 004-390-001; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three
years; and

WHEREAS, the Planning Department circulated the applications among trustee and
responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory
Committee meeting of October 13, 2016; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to
the California Government Code, Mariposa County Code, California Environmental
Quality Act, and local administrative procedures; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed
date and considered all of the information in the public record, including the Staff
Report, and their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning
Commission recommend that the Board of Supervisors approve the Agricultural
Preserve on the subject property and enter into a Land Conservation Act Contract
with the applicant, covering the subject property; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning
Commission recommend that the Board of Supervisors approve the Zoning
Amendment Application to change the project site’s zoning designation from the
Mountain General Zone and Mountain Home Zone to the Agriculture Exclusive Zone
on the subject property; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was
scheduled for the 21st day of October 2016; and

WHEREAS, the Planning Department determined that the establishment of a new
agricultural preserve and execution of a new Williamson Act Contract on the property
is an action that is categorically exempt from the provisions of the California
Environmental Quality Act; and
WHEREAS, the Planning Department determined that the Zoning Amendment of the subject parcel from Mountain General Zone to Agriculture Exclusive zone is exempt from CEQA pursuant to: Section 15061(b)(3) (there is no possibility the activity in questions may have a significant effect on the environment), CEQA Guidelines; and

WHEREAS, the Planning Commission of the County of Mariposa adopted Resolution No. 2016-013 recommending that the Board of Supervisors approve Land Conservation Act Contract Application No. 2016-153 and Zoning Amendment Application No. 2016-154, establishing an Agricultural Preserve on the subject property and authorizing the execution of a Land Conservation Act Contract with the applicant covering the subject property. The Planning Commission recommended approval of an amendment of the zoning of subject property from Mountain General and Mountain Home to Agriculture Exclusive Zone; and

WHEREAS, a duly noticed Board of Supervisors public hearing for the project was scheduled for the 15th day of November 2016; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant; and

WHEREAS, the Board of Supervisors considered the October 13, 2016 Agricultural Advisory Committee’s recommendation to approve Land Conservation Act Contract Application No. 2016-153 and Zoning Amendment Application No. 2016-154; and


NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby: 1) find the projects are exempt from environmental review and 2) direct staff to file a Notice of Exemption.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors does hereby approve Land Conservation Act Contract Application No. 2016-153 and Zoning Amendment Application No. 2016-154, establishing an Agricultural Preserve on the subject property, authorizing the execution of a Land Conservation Act Contract with the applicant covering the subject property, and amending the zoning on the subject property from the Mountain General and Mountain Home zones to the Agriculture Exclusive Zone.

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor Long, seconded by Supervisor Jones, this resolution is duly passed and adopted this 15th day of November 2016 by the following vote:
Resolution No. 2016–600

AYES: SMALLCOMBE, JONES, LONG, CANN, CARRIER
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

John Carrier, Chairman
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

ATTEST:

Réné LaRoche, Clerk of the Board
EXHIBIT 1
PROJECT FINDINGS
FOR
Land Conservation Act No. 2016-153
and Zone Amendment 2016-154

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law), the following findings are made:

1. FINDING: The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan’s purpose.

   The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan), and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of Land Conservation Act contracts, which are 20 year commitments to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. FINDING: The contract exceeds the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.

3. FINDING: All of the land will be under the new contract; thereby increasing new LCA contracted lands in the County by 349.5 acres.

4. FINDING: The contract will be large enough to sustain their agricultural use (dryland grazing) at 349.5 acres.

5. FINDING: The new LCA contract will not compromise the long-term agricultural productivity of the nearby lands as the LCA contracted lands requires agricultural productivity in conformance to Board of Supervisors Resolution 10-150 over the existing applicable zoning of Agriculture Exclusive. The land will continue to be used for cattle grazing.
6. **FINDING:** The inclusion of this land is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this new contract will have any effect on any adjacent agricultural uses.

7. **FINDING:** The approval of the Williamson Act Contract is based upon review of the project specific and site specific details of this case, as well as the needs of the applicants.

8. **FINDING:** This project is Categorically Exempt based on the following: Class 17; Section 15317, Open Space Contracts or Easements, CEQA Guidelines.

**Zoning Amendment Findings:**

1. **FINDING:** The amendment is in the general public interest, and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   The proposed zone change of the 349.5 acre acres is required for zoning conformance per the Mariposa County’s Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. “Zoning Restrictions”, that requires lands under contract to be in Agriculture Exclusive Zone. The public will benefit by the appropriate zone (Agriculture Exclusive) being applied to the site to support Land Conservation Act where no physical change is proposed or required, and therefore, no potential adverse effects on the general public health, safety peace and welfare will result.

2. **FINDING:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for county development and a short term basis for day-to-day decision making.

   This amendment ensures that the uses and activities and are conforming to the zone. The Agriculture Exclusive zone is listed as being consistent with the applicable Natural Resources land use designation.

3. **FINDING:** That amendment conforms to the requirements of state law and county policy.

   This project has been processed in accordance with State law. According to State law, General Plans take precedence over zoning ordinances and one of the functions of the zoning ordinance is to implement the General Plan. This amendment conforms to the requirements of State law and county policy by aligning the zoning map and the General Plan land use and by ensuring consistency between Mariposa County’s Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. “Zoning Restrictions” and regulatory documents where the applicable zoning is required to be Agriculture Exclusive. Pursuant to review by the Agricultural Advisory Committee, the property is bona fide agricultural land appropriate for the Agriculture Exclusive Zoning district.
4. **FINDING:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

The amendment implements the General Plan by making the uses conforming to zoning and zoning conforming to the General Plan Land Use and Mariposa County’s Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), thereby meeting the standards within County Code titles consistent with those contained in the General Plan. The amendment is consistent with the guiding policies, goals, policies, standards and implementation measures of the General Plan.

5. **FINDING:** In the case of an amendment to the zoning classification on an individual parcel or General Plan Land Use Map,

   a. the subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development; and

   b. the proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

The 349.5 acre area proposed for Agriculture Exclusive Zone is physically suitable for the ongoing agricultural use as rangeland (grazing lands) for livestock. The provision of utilities, infrastructure and land use compatibility is established at the site.

The proposed zoning is logical as it reflects the ongoing rangeland livestock grazing uses at the site and brings the subject lands into further conformance through the Agriculture Exclusive zone which provisions support the agricultural activities as a permitted use.

6. **FINDING:** This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines.

The proposed zone change from the Mountain General Zone and Mountain Home Zone to the Agriculture Exclusive Zone is to conform to requirements of the Mariposa County’s Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150). No improvements are proposed or approved as a part of the project. Any future development application would undergo environmental review as applicable at the time of application and any future changes would undergo its own permitting process in addition to the land use permitting process required.
EXHIBIT 2
PROJECT STEPS/CONDITIONS
FOR
Land Conservation Act No. 2016-153

1. Preparation of Legal Description (APPLICANT'S RESPONSIBILITY): Prior to recordation of the Williamson Act Contracts, a typed, stamped, and signed copy of the approved legal descriptions for the lands that are to be placed under the contracts must be provided by the applicant to Mariposa Planning.

2. Preparation of the Williamson Act Contract (MARIPOSA PLANNING RESPONSIBILITY): In order to complete this project, a Williamson Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner involved in the application.

3. Signing and Notarizing the Williamson Act Contract (APPLICANT'S RESPONSIBILITY): The contract must be signed by the applicant, and the signature must be notarized.

4. Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY): When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.
MARIPOSA COUNTY
LAND CONSERVATION ACT CONTRACT

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 2016-153, made and executed this 13th day of December, 2016, by and between Nina Bobbie Coleman, successor trustee of the Jeffrey W. Coleman and Bobbie Coleman Trust Dated February 14, 2012, or the successors thereof, hereinafter referred to as “OWNER”, and the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, OWNER is the legal owner of and possesses certain real property herein referred to as the subject property and located within Mariposa County, which property is presently devoted to commercial agricultural production uses and compatible uses; and

WHEREAS, the subject property is described in Exhibit “A” which is made a part of this Contract; and

WHEREAS, said property is located in an Agricultural Preserve heretofore established by Resolution 2016-598, a map of which preserve is recorded with the Recorder of the County of Mariposa in Book 1 of Agricultural Preserve Maps, Page 1; and
WHEREAS, both OWNER and COUNTY desire to limit the use of said property to commercial agricultural production uses and compatible uses in order to discourage premature and unnecessary conversion of such land from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic, and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

WHEREAS, the common interest is served by encouraging and making feasible the orderly expansion of development of the urban and commercial sectors of COUNTY to avoid the disproportionate expense involved in providing municipal services to scattered development; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions, and restrictions of this Contract conform to the California Land Conservation Act of 1965, as amended, so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, and that said Contract 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 California Constitution.

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

1. The within Contract is made and executed pursuant to the California Land Conservation Act of 1965, as amended, and is subject to all provisions of said Act as are specifically made applicable to this Contract, including recordation by COUNTY.

2. During the term of this Contract or any renewals thereof, the above-described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed and defined in Resolution No. 10-150 dated March 23, 2010, and all amendments thereto, implementing the California Land Conservation Act of 1965 in the County of Mariposa; said Resolution No. 10-150 is attached hereto as Exhibit “B” and made a part hereof as though set out in full.
3. The Board of Supervisors of COUNTY may, from time to time and during the term of this Contract or any extensions thereof, by resolution, add to those uses listed in the Resolution establishing the Preserve within which the land is located; provided, however, said Board shall not eliminate, without the written consent of OWNER, a compatible use during the term of this Contract or any renewals thereof.

4. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, this Contract is null and void upon such filing or acquisition as to the land described herein, and the condemning agency shall proceed as if the Contract never existed.

5. This Contract shall be effective commencing on the 1st day of January, 2017 and shall remain in effect for a period of twenty (20) years therefrom and during such renewals of this Contract. This Contract shall be automatically renewed for a period of one year at 12:01 AM on the 1st day of each January, unless notice of non-renewal is given as provided by Section 51245 of the Government Code. Such notice of non-renewal shall be in written form and filed no later than September 30, to become effective on the following January 1, and shall be recorded by COUNTY irrespective of which party gives notice. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of the land described herein due to the imposition of the limitations on its use contained herein.

7. The Contract shall run with the land described herein and, upon division, to all parcels created there from, and shall be binding upon the heirs, successors, and assigns of OWNER. The Contract shall be transferred from COUNTY to a succeeding city or a county acquiring jurisdiction over all or any portion of subject property. If a city
acquires jurisdiction over all or a portion of the subject property by annexation proceedings, the city shall succeed to all rights, duties, and powers of COUNTY under the Contract; provided, however, that if the subject property or a portion thereof was within one mile of the city at the time the Contract was initially executed and the city protested the exclusion of the Contract pursuant to Section 51243.5 of the Government Code, the city may state its intent not to succeed to the rights, duties, and powers in the resolution of intention to annex. If the city states its intent not to succeed to the rights, duties, and powers of COUNTY under the Contract, the Contract becomes null and void as to the subject property actually annexed on the date of annexation. If only part of the land under Contract was within one mile of the city, the Contract shall become null and void only to the extent of that part.

8. Except as provided in Section 9, this Contract may be cancelled as to any or all of the land described in the first WHEREAS clause by mutual agreement of COUNTY and OWNER after public hearing has been held in accordance with the provisions of Section 51284 of the Government Code. The Assessor of the County of Mariposa shall revalue the land to which the cancellation applies as soon as possible after the cancellation, use the cancellation date as the valuation date, and apply the County's latest announced ratio to the full cash value to determine the assessed value. The assessed value shall be subject to equalization pursuant to Section 1604 of the Revenue & Taxation Code. When the assessed valuation becomes final, the OWNER shall pay COUNTY, as deferred taxes, an amount equal to twenty-five percent (25%) of the new assessed valuation of the property. If, after the effective date of the Contract, the announced County ratio of assessed to full cash value is changed, the percentage payment to the COUNTY shall be changed so that no greater percentage of full cash value will be paid. If, at the date of cancellation, the Contract has previously been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the Contract remained in effect measured from the date the notice of non-renewal was given bears to twenty years.

9. This Contract may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there
is no operative legislation implementing said Article at the time cancellation is requested by OWNER or whenever the implementing legislation is not as favorable to OWNER as existing on the renewal date next preceding the cancellation request.

10. The notice of cancellation shall be recorded with the County Recorder, and the regularity of procedures as required by this Contract shall operate as provided in Section 51286.

11. In the event the land under this Contract is divided by the filing of a Parcel Map or Final Map, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any applications for lot line adjustments, parcel mergers, and/or Certificates of Compliance for land under this Contract require the Contract to be amended to reflect the amended parcel configurations. Certificate of compliance applications shall not be processed for land under this contract if resultant parcels will not meet the minimum parcel size and agricultural production requirements of state law and Resolution No. 10-150. If all requirements can be met to process a Certificate of Compliance application for land under this Contract, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each resultant parcel. Any agency making an order of division or the county which has jurisdiction shall require, as a condition of the approval of the division, the execution of the contracts provided for in this paragraph. Transfers of ownership to immediate family members will remain subject to the existing contract as described in Government Code Section 51230.1.

12. Upon receipt of deferred taxes payable pursuant to Paragraph 8, said taxes shall be distributed as provided in Section 51283(d) of said Act.

13. Section 51283.3 of said Act shall be applicable to the deferred tax payments payable pursuant to Paragraph 8.

14. OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this Contract.

15. Removal of any land under this Contract from an Agricultural Preserve, either by change of boundaries of the Preserve, disestablishment of the Preserve, or nulling and voiding of the Preserve pursuant to Sections 51201.1 and 51243 (b) of the
Government Code, shall be the equivalent of a notice of non-renewal by COUNTY for purposes of Section 422 of the Revenue & Taxation Code.

16. The provisions, conditions, and restrictions of Resolution No. 10-150, attached hereto as Exhibit “B” entitled “Mariposa County Resolution No. 10-150 County Wide Williamson Act (Land Conservation Act) Amendments, As Amended, in the County of Mariposa”, are hereby incorporated herein as though set out in full and shall be a part of this Contract on adoption by reference.

17. 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 the Contract or failure to use the property consistent with the provisions herein will be deemed a breach of the 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 by the parties hereto that the enforcement proceedings provided in the Contract are not exclusive, and both OWNER and COUNTY may pursue their legal and equitable remedies. OWNER agrees to pay to COUNTY reasonable attorney’s fees and costs of suit together with any other costs necessary for enforcement of the provisions of the Contract.

18. If OWNER materially breaches this Contract, OWNER shall pay COUNTY one-half percent (1/2%) of the restricted assessed value of the land subject to this Contract per day for each day OWNER is in breach as liquidated damages. It is understood and agreed that damages for material breach of this Contract by OWNER are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by COUNTY and OWNER that one-half percent (1/2%) of the restricted assessed value of the land is the actual damage to COUNTY and the general public caused by a material breach of this Contract by OWNER, and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the OWNER remedies or has commenced and thereafter diligently pursues such action required to remedy any material breach within sixty (60) days after the date written notice of said material
breach is sent to OWNER by COUNTY. Each term and condition of this Contract shall be deemed to be both a covenant and a condition.

19. The provisions of this Contract may be enforced by COUNTY in an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood that nothing herein contained shall constitute a waiver of any right which the COUNTY may now or in the future have to seek specific performance of this Contract or other injunctive relief. It is further understood and agreed that these remedies are not exclusive, and both OWNER and COUNTY may pursue their legal and equitable remedies.

20. It is further agreed that in the event OWNER violates any term or condition of this Contract resulting in a material breach thereof, OWNER shall become obligated to pay such sum as the court shall fix as reasonable attorney fees in any action taken to enforce said terms and conditions.

21. OWNER declares, under penalty of perjury, that the persons signing below are the only persons with legal and security interests in the subject property and agrees to indemnify, defend, and save harmless the COUNTY from any and all claims, suits, or losses caused by prior claims of other owners or security holders. This declaration and hold harmless clause are binding only upon OWNER. Signatures of holders of security interests shall only be evidence of notice of the Contract and acceptance by the holders of security interest of the binding restrictions herein.

22. OWNER and holders of security interests designate the following person as the Agent For Notice to receive any and all notices and communication from COUNTY during the life of the Contract. OWNER will notify COUNTY in writing of any change of designated person or change of address for him:

  Bobbie Coleman
  PO Box 348
  Coulterville, CA 95311

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

Nina Bobbie Coleman

COUNTY OF MARIPOSA

John Carrier
Chair, Board of Supervisors

APPROVED AS TO FORM:

STEVEN W. DAHELM
County Counsel

ATTEST:

RENE LAROCHE
Clerk of the Board

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Mariposa

On December 9, 2017 before me, Susanne Hunter, Notary Public, personally appeared Nina Bobbie Coleman,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Mariposa County Land Conservation Act Contract containing 8 pages, and dated

The signer(s) capacity or authority is/are as:

- [ ] Individual(s)
- [ ] Attorney-in-Fact
- [ ] Corporate Officer(s)

Title(s)

- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other:

representing: Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
- [ ] form(s) of identification
- [ ] credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

- [ ] Additional Signer(s)
- [ ] Signer(s) Thumbprint(s)

[Seal]
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Mariposa  

On December 13, 2016 before me,_________________________  
Date  

personally appeared ________________________________________  
Name(s) of Signer(s)  

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________________________  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ________________________________ Document Date: ________________________________

Number of Pages: _______ Signer(s) Other Than Named Above: ________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ___________________________________________  Signer’s Name: ________________________________

☐ Corporate Officer — Title(s):  ☐ Corporate Officer — Title(s):
 ☐ Partner — Limited  ☐ General  ☐ Partner — Limited  ☐ General
 ☐ Individual  ☐ Attorney in Fact  ☐ Individual  ☐ Attorney in Fact
 ☐ Trustee  ☐ Guardian or Conservator  ☐ Trustee  ☐ Guardian or Conservator
 ☐ Other: ______________________________________________  ☐ Other: __________________________________________

Signer is Representing: ____________________________________  Signer is Representing: ________________________

©2014 National Notary Association  •  www.NationalNotary.org  •  1-800-US NOTARY (1-800-876-6827)  Item #5907
Exhibit “A”

All that real property situated in the County of Mariposa, State of California, described as follows:

The West half of the Northeast quarter of Lot 4; the Northwest quarter of Lot 4; the South half of Lot 4, and the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 31, Township 2 South, Range 17 East, M.D.B. & M.

Lots 4, 5, 6 and 7 of Section 6, Township 3 South, Range 17 East, M.D.B. & M., and the Southeast quarter of the Northeast quarter of Section 1, Township 3 South, Range 16 East, M.D.B. & M.

Lots 14 and 16 of Section 6, Township 3 South, Range 17 East, M.D.B. & M., and the North half of Southeast quarter of Section 1, Township 3 South, Range 16 East, M.D.B. & M.

APN 004-390-001
Exhibit “B”

Board of Supervisors Resolution No. 10-150
STATE OF CALIFORNIA  
COUNTY OF MARIPOSA  
BOARD OF SUPERVISORS  

Resolution No. 10-150  
A resolution approving County Policy Amendment No. 2005-230, County-wide Williamson Act (Land Conservation Act) Amendments; County of Mariposa, proponent.  

WHEREAS, in 2003, following processing of the Williamson Act Applications for the calendar year, the Mariposa County Board of Supervisors directed staff to commence an amendment to the Mariposa County policies implementing the California Land Conservation Act of 1965; and  

WHEREAS, the Mariposa County Agricultural Advisory Committee discussed the issue at fourteen (14) different noticed public meetings during 2003, 2004 and 2005 and developed a recommendation for amendments to the policy; and  

WHEREAS, the Department of Conservation reviewed the recommendations of the Mariposa County Agricultural Advisory Committee and supported the recommendations with minor amendments; and  

WHEREAS, on the 15th day of November 2005 the Board of Supervisors considered the Agricultural Advisory Committee's recommendations for amendments to the county policies and adopted Resolution No. 2005-546, a Resolution of Intention to Initiate an Amendment to the Mariposa County Policies Implementing the California Land Conservation Act of 1965; and  

WHEREAS, the amendment was assigned a project number of County Policy Amendment No. 2005-230; and  

WHEREAS, County Policy Amendment No. 2005-230 is an amendment to county-wide policies, which will affect all new Land Conservation Act (Williamson Act) contracts in the county and all Land Conservation Act (Williamson Act) contracts which are not in non-renewal; and  

WHEREAS, processing of the amendment was delayed due to staffing issues and other advanced planning priorities including adoption of the General Plan Update, which includes a number of policies related to the amendment; and  

WHEREAS, processing of the amendment was re-activated in the fall of 2008; and
WHEREAS, the Agricultural Advisory Committee reviewed its recommendations at an additional four (4) noticed public meetings in late 2008 and early 2009 to develop its final recommendations for the amendments; and

WHEREAS, a duly noticed Planning Commission public hearing was scheduled for the 22nd day of October 2009; notice of the hearing and a copy of the draft amendments were directly mailed to all contract holders; and

WHEREAS, a Staff Report packet was prepared, including proposed environmental findings, pursuant to the California Government Code, Mariposa County Code, the California Environmental Quality Act (CEQA) and local administrative procedures; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet and testimony presented by the public and representatives of the Agricultural Advisory Committee concerning the amendments; and

WHEREAS, the Planning Commission continued the public hearing to January 22nd, 2010; and

WHEREAS, a supplemental Staff Report packet was prepared for the Planning Commission and public for the public hearing in order to address specific issues and questions raised during the hearing conducted on the 22nd day of October, 2009; and

WHEREAS, the Planning Commission did hold a continued public hearing on the 22nd day of January 2010 and this hearing was conducted in a workshop format. The Planning Commission considered and discussed the various identified issues of concern with staff and the public; and

WHEREAS, as a result of the meeting, direction was given to staff by the Planning Commission; and

WHEREAS, the Planning Commission continued the public hearing to February 5th, 2010; and

WHEREAS, a supplemental Staff Report packet was prepared for the Planning Commission and public, for the public hearing, based on direction given; and

WHEREAS, the Planning Commission did hold a continued public hearing on the 5th day of February, 2010 and considered the supplemental Staff Report packet and testimony presented by the public and representatives of the Agricultural Advisory Committee; and

WHEREAS, on the 5th day of February, 2010 the Planning Commission adopted Resolution No. 2010-01 recommending that the Board of Supervisors adopt findings that the project is exempt from environmental review and direct staff to file a Notice of Exemption; recommending that the Board of Supervisors approve County Policy Amendment No. 2005-230; recommending that the Board of Supervisors repeal Board
of Supervisors Resolution No. 77-157, Board of Supervisors Resolution No. 78-8 and Board of Supervisors Resolution No. 95-350 as these are replaced by the amended policies; and repealing Planning Commission Resolution No. 84-41, effective on the effective date of the Board’s action on County Policy Amendment No. 2005-230; and

WHEREAS, the Planning Commission’s recommendations included findings for project approval; and

WHEREAS, a duly noticed Board of Supervisors public hearing was scheduled for the 23rd day of March 2010; notice of the hearing was directly mailed to all contract holders; and

WHEREAS, a Staff Report packet was prepared for the public hearing, including proposed environmental findings, pursuant to the California Government Code, Mariposa County Code, the California Environmental Quality Act (CEQA) and local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet and testimony presented by the public and representatives of the Agricultural Advisory Committee concerning the amendments; and

WHEREAS, on the 23rd day of March 2010, the Board of Supervisors closed the public hearing.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa hereby finds that the project is exempt from environmental review, directs staff to file a Notice of Exemption and approves County Policy Amendment No. 2005-230, County of Mariposa, proponent, with revisions directed by the Board during the public hearing.

BE IT FURTHER RESOLVED THAT the Board of Supervisors hereby repeals Board of Supervisors Resolution No. 77-157, Board of Supervisors Resolution No. 78-8 and Board of Supervisors Resolution No. 95-350 as these are replaced by the amended policies.

BE IT FURTHER RESOLVED THAT this action to approve County Policy Amendment No. 2005-230 is based upon the findings set forth in Exhibit 1.

BE IT FURTHER RESOLVED THAT the approved Rules of Procedure to Implement the California Land Conservation Act of 1965 are set forth in Exhibit 2.

BE IT FURTHER RESOLVED THAT the approved Rules of Procedure to Implement the California Land Conservation Act of 1965 as set forth in Exhibit 2 shall apply to all Land Conservation Act Contracts in Mariposa County which are automatically renewed as of 12:01 a.m. on January 1, 2011 and thereafter.

BE IT FINALLY RESOLVED THAT the Board of Supervisors hereby directs staff to make the revisions to the Draft Rules of Procedure as directed by the Board during the
public hearing and to bring the revised policy amendment back in final format as Consent Agenda item.

ON MOTION BY Supervisor Aborn, seconded by Supervisor Turpin, this resolution is duly passed and adopted this 23rd day of March, 2010 by the following vote:

AYES: Aborn, Turpin, Bibby, Cann, and Allen

NOES: None

EXCUSED: None

ABSTAIN: None

[Signature]
Kevin Cann, Chairman

ATTEST:

[Signature]
Margie Williams
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

[Signature]
Steven W. Dahlem
County Counsel
EXHIBIT 1 – FINDINGS OF APPROVAL

1. These amendments support commercial agricultural operations in the county to ensure that agricultural production is and will remain a principle use of land in Mariposa County.

2. These amendments address one of the Guiding Principles in the 2006 Mariposa County General Plan which is “The Protection of Agriculture is Critical for the County’s Future”. These amendments, as the first and only comprehensive update to the Williamson Act Program since 1977, address several procedural issues with the program to ensure that the program will remain viable for commercial agricultural operations in the county in the foreseeable future.

3. These amendments support maintaining commercial agricultural production on lands within Mariposa County, as they constitute an important physical, social, aesthetic and economic asset to the county.

4. These amendments support commercial agricultural production and agricultural working landscapes, which contribute to the rural character of Mariposa County, a value described in the General Plan.

5. The Land Conservation Act of 1965 provides an important tool for Mariposa County to ensure that viable commercial agricultural operations within the county remain economically viable.

6. The Mariposa County Board of Supervisors provides strong support to the Land Conservation Act Program in Mariposa County, acknowledging the many values derived from agriculture, even if Subvention Funding for 2009 was not received from the State of California.

7. Properties which are not in compliance with the Land Conservation Act of 1965 and local contract provisions threaten the viability of the program within Mariposa County.

8. This amendment is in the interest of the health and safety of Mariposa County and its residents. These amendments address many procedural questions which have arisen during processing of projects involving Land Conservation Act contracted lands, which are not addressed by the current policies.

9. These amendments substantially meet the four objectives established for the program by the Board of Supervisors in Resolution No. 2005-546, which were as follows:

   i) All parcels under contract shall be subject to the same standards.
   ii) Implement Objective 1 immediately.
   iii) Preserve as many viable parcels under contract as possible.
iv) Ensure that process is legally defensible.

Objective i) above is important to have a meaningful LCA program in Mariposa County. Contracts are not perpetual, but are rolling contracts that are automatically renewed annually unless a landowner files a notice of non-renewal.

10. The Lien Date changed from March 1st to January 1st starting in January 1st 1997. Any Land Conservation Act Contract, for which a non-renewal has not been recorded as of December 31st of any given year, automatically renew as of January 1st.

11. These amendments are consistent with the Mariposa County General Plan as they address an issue identified by the Mariposa County General Plan, Chapter 10 Agriculture Elements, which is to ensure that substandard agricultural parcels are not recognized through the Certificate of Compliance process during the tenure of the contract and that the sale of substandard contracted parcels does not create premature expectations of residential development.

12. These amendments are consistent with the Mariposa County General Plan as they implement Implementation Measure 10-2a(3) of the General Plan, which reads, “Standards shall be developed for issuance of development permits for substandard sized parcels under Williamson Act contract.”

13. The approval of County Policy Amendment No. 2005-230, a comprehensive County-wide Williamson Act (Land Conservation Act) Amendments is exempt from the California Environmental Quality Act (CEQA) under a General Rule Exemption; Section 15061, CEQA Guidelines. The Land Conservation Act is a program enacted to “conserve agricultural lands and the related open space values in California”. The program is implemented by a voluntary agreement between the local government (the county) and the landowner, where the landowner chooses, on an annual basis, to accept certain limits on his or her use of the land in return for an explicit tax reduction. The “project” being considered through County Policy Amendment No. 2005-230, is a set of amendments to an existing County policy, originally adopted in 1977, containing “limits on the use of land” to “conserve agricultural lands in California.” The amendments are being processed to address changes in state law, to establish review procedures for all parcels under contract for the purpose of ensuring parcels are in compliance with the policies and state law, to ensure that there are written enforcement provisions and procedures in the policy, to specify provisions and procedures in the policy for adjusted boundaries, and to update the list of agricultural production and compatible uses based upon current state law and county code. There is no potential for substantial adverse changes in the physical conditions of the environment which will result from implementation of these amendments to an existing county policy to implement a program enacted to conserve agricultural lands. The amendments will protect the viability of the Land Conservation Act program in Mariposa County and limit development activities and uses on contracted lands. The amended policies will maintain and protect agricultural resources and agricultural uses on contracted lands.
EXHIBIT 2 – RULES OF PROCEDURE TO IMPLEMENT THE CALIFORNIA LAND CONSERVATION ACT OF 1965

Mariposa County
Rules of Procedure to Implement the California Land Conservation Act of 1965
Approved by the Board of Supervisors on March 23, 2010

I. INTRODUCTION

Agricultural lands and their attendant values are an important part of the economy and the rural pastoral fabric in Mariposa County. The County in its General Plan has designated “Agriculture/Working Landscape” to recognize that “lands for the production, extraction, or harvesting of food, fiber, timber and minerals” and “their historically and economically important activities are a major contributing factor to the County’s character.”

With respect to agricultural lands, the Board of Supervisors on October 18, 1977 adopted Resolution 77-157 to implement the California Land Conservation Act of 1965 (LCA), sometimes referred to as the Williamson Act, by providing a program (hereafter “program”) for landowners to receive tax benefits under the California Constitution in return for their land “being used for the purpose of producing an agricultural commodity for commercial purposes” during the term of contract. The California Legislature has determined that this program and the expenditure of public funds are in the public interest and necessary for the promotion of the general welfare. The orderly planning and use of land is in the public interest of all Mariposa County citizens.

The “Rules of Procedure to Implement the California Land Conservation Act of 1965” (hereafter “rules”) are adopted pursuant to Government Code section 51231 and are intended to provide clear and detailed guidance for Mariposa County (“County”) to administer the program and for landowners, farmers and ranchers, and the general public to understand and participate in this important program. More specifically, the rules provide basic criteria and procedures to determine eligibility in the program and they describe the land use restrictions for the agricultural lands enrolled in the program.

These rules, and future amendments to the rules, replace the previous provisions in Resolutions 77-157, 78-8 and 95-350 for all LCA contracts that are executed or automatically renewed after the effective date of these rules. As the LCA, the rules and other related provisions affecting this program are amended, those amendments are incorporated herein. In cases where there is conflict between the terms and provisions of the county policy for LCA contracts, the terms and

1 The California Land Conservation Act of 1965, also known as the Williamson Act, is codified at Government Code section 51200 et seq. The Act provides for local governments to adopt rules governing the establishment and administration of agricultural preserves and to execute contracts with landowners to preserve the agricultural uses during the term of the contract. (Government Code section 51231.)
provisions of the contract, and the applicable zoning ordinance provisions and requirements, the more restrictive provision shall apply.

II. AGRICULTURAL PRESERVES

A. Designation of Agricultural Preserves

Agricultural preserves shall be established by the County for those areas devoted to agricultural uses as defined in the Land Conservation Act of 1985 (LCA). The establishment of an agricultural preserve is a prerequisite for landowners to enter into a contract pursuant to the LCA (hereinafter “LCA contract” or “contract”) with the County.

Requests to establish a new agricultural preserve shall be filed with the Mariposa County Planning Department (Department) on an application form provided by the Department.

At the time of establishing an agricultural preserve, the Board of Supervisors shall authorize the Chairman of the Board to sign a LCA contract, on a standard form to be hereafter specified by the Board, with any owner of land within the preserve who qualifies for the contract and has requested to enter into such contract with the County and has followed the procedures in IIIA, below.

B. Minimum Size

The minimum size of an agricultural preserve in Mariposa County shall be one hundred and sixty (160) acres or a legal quarter section consistent with the Mariposa County General Plan “Agriculture/Working Landscape” land use classification and the “Agricultural Exclusive Zone (AEZ)” described in the Mariposa County Zoning Ordinance. These acres shall all be contiguous.

III. LAND CONSERVATION ACT (LCA) CONTRACTS

A. Processing and Approval

1. Any landowner within an agricultural preserve meeting the qualification standards may enter into a LCA contract with the County.

2. Requests to execute a LCA contract shall be filed with the Mariposa County Planning Department on an application form provided by the Department.

3. Application information shall include, but not be limited to, the landowner(s) of record, the location of the property, the legal description of the property, the Assessor’s Parcel Number (APN), the size of the property, and evidence and verification that the property for the past three (3) years has been used for the purpose of producing an agricultural commodity for commercial uses. The application information shall indicate the landowners' understanding of the LCA, the ensuing contract requirements for a commercial agricultural operation and his or her intention to enter into a LCA contract that will qualify as an enforceable use restriction as specified in Sections 422(a) and (b) of the Revenue & Taxation Code of the State of California. The County may require as part of the application an indemnification agreement and/or a waiver of any and all claims against the County and/or other lead agency for any permit or project involving
the LCA contract, including but not limited to, a building permit application. Any indemnification agreement would only relate to the landowner’s legal obligations under the LCA.

4. It is the intent of the County for its staff, the Agricultural Advisory Committee and the Planning Commission to closely scrutinize all applications for a LCA contract to help assure that the land has been used for commercial agricultural operations for the past three years and will support commercial agricultural operations for the term of the contract.

5. The fees for processing applications shall be periodically established by the Board.

6. The Mariposa County Agricultural Advisory Committee shall review all applications for new or amended LCA contracts and shall forward such applications, along with a Committee recommendation, to the Mariposa County Planning Commission.

7. The Mariposa County Planning Commission shall hold a noticed public hearing on all applications for new or amended LCA contracts and shall forward such applications, along with a Commission recommendation, to the Board of Supervisors.

8. The Board of Supervisors shall hold a public hearing on all applications for new or amended LCA contracts, singularly or jointly. The purpose of the hearing is to provide a venue for all interested parties to inform themselves and present testimony if desired. The Board shall take action on all applications by resolution, upon finding that the application complies with all requirements established by state law and applicable county policies.

B. Term of Contracts.

The minimum term of LCA contracts shall be twenty years with automatic annual renewals as described in the LCA and the ensuing contracts.

C. Parcel Requirements

1. Minimum Size. To be eligible for a LCA contract or to qualify for continuing participation in the program, a parcel must be of adequate size to sustain a “commercial agricultural operation.”

To assure that a parcel is being used for a commercial agricultural operation, landowners with LCA contracts shall file a biennial report with the County Assessor by January 30 of years ending in an odd number on a form provided by the Assessor. The report shall provide a full description of the “agricultural production uses” on the parcel for the past two years, how the agricultural commodities were used for commercial purposes, and contain a signed verification by the landowner, under penalty of perjury, that “the land is being used for the purpose of producing an agricultural commodity for commercial purposes.” For purposes of this section, agricultural production uses are listed in IIIE and “agricultural use” and “agricultural commodity” are defined in the LCA.²

² See Government Code sections 51201(a) and (b).
Landowners with LCA contracts shall be responsible for completing the report in a timely manner and coordinating with their lessees to assure the information is accurate.

No parcel of less than 160 acres\(^3\) or a legal quarter section in size may be considered for a LCA contract if the agricultural production use is rangeland and pasture for livestock production or forage. Parcels used for rangeland and pasture for livestock production or forage must be used according to customary grazing capacity for commercial agricultural production.

Parcels that are used for intensive farming\(^4\) will only be considered a commercial agricultural operation if the parcel is at least 40 acres or a legal quarter-quarter section in size and the landowner and/or lessee can show that "the land is being used for the purpose of producing an agricultural commodity for commercial purposes" and income from sales of agricultural commodities produced on-site or income from the lease of land used for commercial production of agricultural commodities shall be at least three thousand dollars ($3000.00) per year.\(^5\) These shall be the only sources of income used to calculate whether the land is being used for commercial purposes. If a portion of a contracted parcel is managed for production of an agricultural commodity and a portion of the same contracted parcel is leased, then income from both uses may be counted; however, revenue from other compatible uses or ancillary uses of the land shall not be counted in determining whether there is a commercial agricultural operation. For permanent, non-bearing agricultural crops, such as orchards and vineyards, the plants shall be planted, properly cared for and maintained to produce a commercial crop within the customary period for agricultural production in Mariposa County.

To be considered a commercial agricultural operation, the parcel must be used for "commercial purposes" as defined by Mariposa County Code, Section 17.148.010.

For purposes of these rules, ten LCA contracts in which the County previously executed LCA contracts with landowners for parcels less than 160 acres\(^6\) are considered to meet the minimum parcel size to remain under LCA contract, unless there is a proposal to change the boundaries of the land under section III.D after the effective date of these rules; in which case, the parcels will be subject to the minimum size requirements described herein or unless the parcels otherwise become conforming because they are

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\(^3\) The County acknowledges that the LCA establishes a broad, statewide, presumption that a parcel is large enough to sustain an agricultural use if it is at least 10 acres in size in the case of prime land, or at least 40 acres in size in the case of land which is not prime agricultural land. (Government Code section 51222.) Based on the special and unique characteristics of Mariposa County and its agricultural land, the County, in accordance with Government Code sections 51240 and 51243(a), has determined that larger minimum parcel sizes are necessary to sustain commercial agricultural uses in the County.

\(^4\) Intensive farming may include the agricultural production uses described in E.1., except it does not include rangeland and pasture for livestock production.

\(^5\) The Agricultural Advisory Committee will review this value annually and it may recommend any adjustments to the Board of Supervisors.

\(^6\) This applies to LCA contracts 13, 19, 46, 74, 84-3, 85-4 and Amendment 88-1, 86-4, 86-8, 2000-1, and 2001-2.
managed jointly with adjacent parcels. These contracts and the parcels are otherwise subject to all other applicable requirements.

If the biennial report described above is not submitted to the County by January 30, or if the County deems the report incomplete, the County will send a notice by March 31 to the landowner that will indicate the report has not been received or is not complete. The landowner will have 30 days from the receipt of the notice to submit the completed report to the County. If a completed report is not received at that time, the County will file a notice of nonrenewal for all parcels for which a completed report has not been submitted. As part of the compliance monitoring described in F.1, the County may request additional information and inspect the property, after proper notice, to verify the property is being used for a commercial agricultural operation.

2. Zoning Restrictions. All parcels that are part of a LCA contract shall, within one (1) year of the effective date of the LCA contract, be restricted by zoning of said parcel to agricultural use. A completed rezoning application shall be submitted to the Planning Department for such parcel(s) following submittal of a LCA contract application, but prior to recordation of the LCA contract for these parcels. Processing of the rezoning application in accordance with County procedures may occur following recordation of the LCA contract. No applications for change in the agricultural use zoning shall be processed for contracted parcels, unless a notice of non-renewal has been filed and there are two or less years remaining in the contract.

3. Multiple Parcels. The following shall apply to multiple parcels:

a) New Applications. A new application for a LCA contract may be submitted for multiple legal parcels that are less than the minimum size necessary to sustain a commercial agricultural operation, as described above, but only if the parcels are contiguous and, at the option of the landowner, either: (i) merged\(^7\) prior to executing a LCA contract into a parcel or parcels that complies with the minimum size criteria for a commercial agricultural operation or (ii) the LCA contract shall include an express provision that prohibits the sale of the parcels individually during the term of the LCA contract.\(^8\) Parcels which are not contiguous, even if under one ownership, shall not be eligible for a single contract but will require individual contracts that separately meet the criteria established in these rules.

Parcels are contiguous if they are located adjacent to each other or share an edge or boundary, even if separated by roads, streets, utility easements, or similar rights of way.

b) Existing Parcels. For existing parcels under contract on March 23, 2010, a parcel that is less than the minimum size requirements described above is eligible to remain under the existing contract and participate in the program if the landowner can show

\(^7\) A Parcel Merger Application, which is completed by a 1) Certificate of Compliance and 2) Declaration of Waiver and Merger, shall be recorded prior to or concurrently with the LCA contract.

\(^8\) This section does not preclude the sale of the combined parcels together to one person or entity pursuant to a single conveyance instrument.
that the multiple parcels, even if not contiguous, are jointly operated for commercial agricultural production. For these purposes, the County will consider joint operations on parcels located in adjoining counties if the parcel or parcels are contiguous to a parcel in Mariposa County under LCA contract. If the landowner cannot meet these requirements, the County shall non-renew the contract(s) for any parcel that does not meet the minimum size requirements.

4. **Appraisal.** For appraisal purposes only, existing and future home sites on parcels under LCA contract shall be allocated parcel sizes of no less than 2.5 acres.

**D. Divisions and Changes to Parcel Configurations**

All proposals to change boundaries of land under LCA contract shall comply with the California Subdivision Map Act (Government Code section 66473 et seq.) and the minimum parcel size requirements for commercial agricultural productivity described herein. The boundaries of land within an agricultural preserve and under LCA contract shall not be changed where any one (1) of the parcels so modified will be less than the minimum parcel sizes described in C, above. Additionally, "no parcel of real property in the AEZ shall be divided or split into two (2) or more parcels by voluntary transfer, court action or other conveyance where any one (1) of the parcels so created will be less than one hundred sixty (160) acres or a legal quarter section in gross area." (Section 17.40.A.2, Mariposa County Code.) Proposals to change boundaries of land under contract include: lot line adjustments, parcel mergers, land divisions, and certificate of compliance applications.

Applications on LCA contracted lands, which propose to adjust or amend parcel configurations, shall be reviewed pursuant to state law, county policy and contract requirements. Applications for land divisions shall be conditioned to require that new contracts be recorded for each parcel modified by the division; except that transfers of ownership to immediate family members will remain subject to the existing contract as described in Government Code section 51230.1 and III.C.3(b), herein. Applications for lot line adjustments shall be conditioned to require that contracts be amended to reflect amended parcel configurations, prior to completion of the lot line adjustment. State law provisions regulating divisions and adjustments of contracted lands must be met.

Certificate of compliance applications shall not be processed on LCA contracted lands, unless accompanied by a Parcel Merger Application for parcels which do not comply with the minimum parcel size and agricultural productivity requirements of state law and these rules. For example, the County could process applications for certificates of compliance, if they were accompanied by merger applications so that all resulting parcels could sustain a commercial agricultural operation and meet the minimum size described herein. If an applicant meets these and any other applicable requirements for processing of a certificate of compliance, a contract amendment shall also be required, so that new LCA contracts are executed for each resulting parcel.

These rules are not intended to affect the underlying historic parcels in Mariposa County, although a landowner who executes a LCA contract and desires to receive the tax benefits of this program will be subject to these rules for land under contract during the term of the contract.

**E. Agricultural Production and Compatible Uses**
For landowners to receive the tax benefits under the California Constitution and the Revenue and Tax Code, the LCA provides that the land must be "devoted to agricultural use" and every LCA contract shall "provide for the exclusion of uses other than agricultural, and other than those compatible with agricultural uses, for the duration of the contract." (Government Code sections 51242(a); 51243(a).) As such, the primary use of contracted land shall be for commercial agricultural production uses including production of agricultural commodities for sale in wholesale or direct marketing channels. Agricultural commodity means "any and all plant and animal products produced in this state for commercial purposes." (Government Code section 51201(a).)

Agricultural production and compatible uses shall be defined as follows:

1. **Agricultural Production Uses:** The following land uses, and those uses which in the opinion of the Board of Supervisors may be substantially similar in nature thereto, shall be deemed agricultural production uses and thus allowed within an agriculture preserve on LCA contracted lands:
   
i. Rangeland and pasture for livestock production and forage.

   ii. Intensive farming, including but not limited to the growing and harvesting of vegetables, field crops, fruit and nut crops, bush and berry crops, vineyards, hay crops, and nursery, cut flower, other ornamental crops, and confined animal facility operations.

   iii. Livestock production for food and/or fiber.

   iv. Dairies.

   v. Keeping of honey bees.

   vi. Commercial breeding and training of horses, including training for racing as well as stock horses. A finding must be made, based upon evidence, that the primary function of the operation is commercial horse breeding or training for sale and this is the sources of revenue or income to cover the cost(s) of the operation.

   vii. Fiber for basket-making and related commercial purposes.

   viii. Plant products used for producing biofuels.

   ix. Accessory uses and structures appurtenant and necessary to the commercial agricultural operation, including one-family dwellings located on the land and occupied by persons directly engaged in the commercial agricultural operation (including both lessors and lessees).

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9 The Agriculture/Working Landscape Land Use Classification "identifies lands where the primary use is the production of agriculture...for economic benefit, which incidentally have scenic value and appear as open space areas." (General Plan 5.3.04A.)
2. **Compatible Uses:** The following land uses shall be deemed compatible with agricultural production uses and the related scenic and open space values and thus allowed within agricultural preserves, provided that these land uses are not the principal use and the land uses overlay and do not displace the agricultural production use, described above.

   i. Forestry, but not including any processing facilities.
   
   ii. Utility lines and substations.
   
   iii. Processing and vending facilities that are related to the agricultural production uses on the LCA contract parcel.
   
   iv. Recreation that does not displace agricultural production use, but not including permanent structures.
   
   v. Private airstrips and heliports if used as a part of an agricultural production use on-site.
   
   vi. Production of game animals and fish.
   
   vii. Mining if conducted in accordance with all requirements of county ordinance, state and federal law, including the Surface Mining and Reclamation Act of 1975. Reclamation shall be to agricultural production and compatible uses pursuant to Government Code 51238.2. A finding shall be made that the proposal is of limited extent and duration, so as to meet compatibility principles of state law.
   
   viii. Horses raised or maintained primarily for ranching work.
   
   ix. Growing and harvesting of hardwoods.
   
   x. Home enterprises conducted entirely within existing conventional single family residential structures as determined by the Planning Director, and operated by permanent residents. Home enterprises on contracted lands shall not create any significant traffic impacts that affect contracted parcels and there shall be no external evidence of the existence of the business.

Agricultural production and compatible uses are also subject to all applicable Zoning Ordinance provisions and requirements.

3. **Residential Uses.** Any residential structure on LCA contract land must be occupied by persons directly engaged in the commercial agricultural operation. Landowners who lease their land for commercial agricultural uses may reside on a permanent or temporary basis on contracted land to monitor the lease arrangements and provisions pursuant to this restriction.

For residential development on contracted parcels that meet the minimum parcel requirements, there is no discretionary review for any proposed single family residential home; although the structures must be a single family dwelling as determined by the Planning Director. Any proposed residential development which creates more than one residence per property owner is subject to review by the Planning Director, and if
necessary, by the Agricultural Advisory Committee, and shall comply with these rules and the density provisions of the applicable zoning and general plan land use designation. All residential building permits on parcels under LCA contract shall be conditioned upon the applicant executing a new LCA contract; but only if the LCA contract covers multiple parcels that are under different property ownership.

No new residential dwelling permits may be issued to a contracted parcel, unless the parcel is in full compliance with state law, county policy, and contract requirements. Employee and agricultural laborer housing, such as duplexes or dormitories, shall comply with the provisions in Government Code section 51230.2 and are subject to review by the Planning Director, and if necessary, by the Agricultural Advisory Committee, and shall comply with these rules and the density provisions of the applicable zoning and general plan land use designation.

Any other proposed residential development is subject to review by the Planning Director, and if necessary, by the Agricultural Advisory Committee, and shall comply with these rules and the density provisions of the applicable zoning and general plan designation. As described below, the County shall seek enforcement pursuant to Government Code section 51250 et seq. against landowners who have materially breached their contracts by constructing any commercial, industrial or residential building not allowed by the LCA contract.

F. Enforcement and Monitoring

1. Compliance Monitoring

The Planning Department and Assessor's Office shall actively monitor this program by periodically reviewing the biennial reports in III.C.1 to determine whether landowners are complying with the program by using their property for commercial agricultural operations and to assure the intent of the program to encourage commercial agricultural production is being carried out in Mariposa County. When it appears to the Planning Department or the Assessor's Office that a landowner is not complying with state law, these rules, other County policies or the terms in the LCA contract, the County will formally notify the landowner about the potential violations. The County will provide one year for the landowner to rectify any violations before beginning the enforcement proceedings described below.

2. Enforcement

The County shall actively enforce the terms of the program and ensuing contracts and shall take any action legally available to enforce state law, these rules, other County policies, and the terms set forth in a LCA contract. Any conveyance, contract or authorization (whether oral or written) by the landowner or his or her successors in interest that would cause use of the property contrary to state law, these rules, and the terms of the contract shall be enforced by the County by an action filed in Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. This includes the following non-exclusive remedies:

i. County shall seek a breach of contract claim under the provisions of the LCA contract. If owner materially breaches the contract, owner shall pay County one half
(1/2%) percent of the restricted assessed value of the land subject to the LCA contract for each day owner is in breach as liquidated damages;

ii. Utilize the procedures in Government Code section 51250 (AB 1492) for material breaches;

iii. The County shall also seek non-renewal of the contract pursuant to the contract in accordance with Government Code section 51245.

G. Termination of Contracts

Methods for terminating a contract include non-renewal, cancellation, and public acquisition.

1. Processing and Approval for Rescissions and Cancellations

Requests to rescind or cancel a contract shall be filed with the County Planning Department on an application form provided by the Department.

The County Agricultural Advisory Committee shall review all applications for contract rescissions and cancellations and shall forward such applications, along with a Committee recommendation, to the Planning Commission.

The County Planning Commission shall hold a noticed public hearing on all applications for rescission and cancellations and shall forward such applications, along with a Commission recommendation, to the Board of Supervisors.

The Board of Supervisors shall hold a public hearing on all applications for contract rescissions and cancellations. The purpose of such hearing is to permit all interested parties to inform themselves and present testimony if desired. The Board shall take action on all applications by resolution, upon finding that the application complies with all requirements established by state law and county policy.

2. Non-renewal

Non-renewal of a LCA contract is the preferred method for a landowner or the County to terminate a contract. To begin the process to terminate a LCA contract, a landowner shall serve a notice of non-renewal as described in Government Code sections 51245, 51254 and 51255 and the LCA contract by August 31 in any given year (to become recorded prior to December 31 to be effective on January 1 the following year) and pay the applicable processing fee and meet other applicable processing requirements. When the County initiates the non-renewal, it shall serve the notice of non-renewal by August 31.

When a landowner seeks nonrenewal for a portion of land under a contract or a portion of a parcel, the County shall review the remaining portions of the parcel(s) or contract(s) to determine if the remaining portion meets the LCA requirements and these rules. If the remaining portion does not meet these requirements, the landowner or County will file for nonrenewal of the remaining portion of the parcel(s) or contract(s).

3. Cancellation
A landowner may request cancellation to terminate a LCA contract, but the cancellation will only be approved by the County under extraordinary circumstances as provided in the Government Code section 51280 et seq.

The County shall assess a cancellation penalty of twenty five percent (25%) of the unrestricted fair market value of the property after the LCA contract is no longer imposed on the property.

4. Public Acquisitions

LCA contracts may become void for land that is acquired by the federal, state or local governmental agency. The LCA in Government Code section 51290 contains policies and restrictions to avoid public acquisition of lands within agricultural preserves. State and local governmental agencies are required to refer proposals to acquire land within an agricultural preserve to the State Department of Conservation for its review and response prior to acquisition.