RECOMMENDED ACTION AND JUSTIFICATION:

Adopt resolution finding that the project is exempt from the provisions of the California Environmental Quality Act and approving Lot Line Adjustment No. 2009-122, Land Conservation Act Contract Modification No. 2009-134, and Land Conservation Act Contract Modification No. 2010-031 with the recommended findings and processing conditions.

Action is based upon the Planning Commission's recommendation and County Resolution No. 77-157 implementing the Williamson Act, and State Law.

BACKGROUND AND HISTORY OF BOARD ACTIONS:


ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board denies the Lot Line Adjustment the boundaries of the parcels are not changed and Modified Land Conservation Contracts are not necessary.

<table>
<thead>
<tr>
<th>Financial Impact?</th>
<th>Yes</th>
<th>No</th>
<th>Current FY Cost: $</th>
<th>Annual Recurring Cost: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted In Current FY?</td>
<td>Yes</td>
<td>No</td>
<td>Partially Funded</td>
<td></td>
</tr>
<tr>
<td>Amount in Budget:</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Funding Needed:</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Transfer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unanticipated Revenue</td>
<td>4/5's vote</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Between Funds</td>
<td>4/5's vote</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>4/5's vote</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CLERK'S USE ONLY:

Res. No.: | Ord. No. |
Vote - Ayes: | Noes: |
Absent: |
Approved |
Minute Order Attached | No Action Necessary

The foregoing Order is a correct copy of the original on file in this office.
Date: ________________
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: ________________
Deputy

COUNTY ADMINISTRATIVE OFFICER:
Requested Action Recommended
No Opinion
Comments: ____________________________

Revised Dec. 2002
COUNTY of MARIPOSA
P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

KEVIN CANN, CHAIR
JIM ALLEN, VICE-CHAIR
BRAD ABORN
LYLE TURPIN
JANET BIBBY

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: KRS SCHEMK, Planning Director

FROM: MARGIE WILLIAMS, Clerk of the Board


RES. 10-556

ADOPTED THIS Order on December 7, 2010

CTION AND VOTE:

Planning
The Lot Line Adjustment Project Adjusts the Boundary Between 3 Parcels, APN 011-260-015 (5.04 Acres Existing/7.99 Acres Proposed), APN 011-260-016 (159.31 Acres Existing/164.29 Acres Proposed), and APN 011-260-001 (1450+ Acres Existing/1442+ Acres Proposed). Since All Parcels are in Williamson Act (Land Conservation Act) Contracts, the Project Includes LCA Modification No. 2009-134 and LCA Modification No. 2010-031 to Modify Portions of the Existing Contracts (Contracts No. 18 and No. 82-2) to Coincide with the LLA

BOARD ACTION: Alvaro Arias presented the staff report and advised that the LLA adjusts the boundary between three parcels. Staff responded to a question from the Board and advised that there is no application on file for non-renewal for the affected parcels.

The public portion of the hearing was opened and there was no input. The public portion of the hearing was closed and the Board commenced with deliberations. Walt Lewis, agent for Virginia Scott, responded.
Board relative to the history of parcel “A” and advised that it was part of the toll road that Fremont built. He advised the lot line adjustments are to correct old survey errors; and that they are trying to divide the land for the four children.

(M)Bibby, (S)Allen, Res. 10-556 was adopted approving Lot Line Adjustment No. 2009-122, Land Conservation Act Contract Modification No. 2009-134, and Land Conservation Act Contract Modification No. 2010-031 for Horntos Ranch, LTD with the recommended findings and processing conditions; and finding that the project is exempt from the provisions of CEQA/Ayes: Unanimous. The hearing was closed.

Cc: File
Resolution

WHEREAS an application for a lot line adjustment was received on August 19, 2009 from Hornitos Ranch LTD and Greg and Robert Ichord for three parcels located along Hornitos Road, also known as Assessor Parcel Numbers 011-260-015, 011-260-016 and 011-260-001; and

WHEREAS all three parcels are encumbered by Land Conservation Act ("Williamson Act") contracts No. 18 and No. 82-2, and the contract must be modified to reflect the proposed lot line adjustment; and

WHEREAS applications for Land Conservation Act ("Williamson Act") contract modifications were received, which proposed to amend the boundaries as adjusted through the lot line adjustment process of existing Land Conservation Act contract No. 18 and Land Conservation Act Contract No. 82-2; and

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

WHEREAS the Planning Department prepared a report for the Agricultural Advisory Committee in accordance with the review procedures of the committee; and

WHEREAS the Agricultural Advisory Committee held a duly noticed public meeting on September 10, 2009; and

WHEREAS the Agricultural Advisory Committee did unanimously recommend that the Planning Commission should make a recommendation to the Mariposa County Board of Supervisors to approve the project; and

WHEREAS a duly noticed Planning Commission public hearing was scheduled for August 6, 2010; and

WHEREAS a Staff Report and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, 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, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant; and
WHEREAS as part of the applicant's comments, in order to correct an ambiguity caused by a previous surveying error involving section lines, a proposal to quitclaim an approximately two acre area that runs through the Ichord home that does not affect the original project description was added to the project description.

WHEREAS the Planning Commission did unanimously recommend that the Board of Supervisors should approve the projects; and

WHEREAS a duly noticed Board of Supervisors public hearing was scheduled for the 7th day of December 2010; and

WHEREAS a Staff Report packet and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, 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, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby find the project is exempt from environmental review.


BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Lot Line Adjustment No. 2009-122 is based upon the following findings as set forth in accordance with the Subdivision Map Act, the Mariposa County Zoning Code, and the California Environmental Quality Act:

1. **FINDING:** The lot line adjustment involves three parcels; one of which does not meet the minimum parcel size and density standards of the Agriculture/Working Landscape land use designation or the Agricultural Exclusive zoning district in its existing and modified configurations. The parcel is not in compliance with the Mariposa County Zoning Ordinance and the Mariposa County General Plan. Although this parcel (Parcel A) is non-conforming and will remain non-conforming after the adjustment, it increases in size from 5.04 acres to 7.66 acres. The other two parcels are conforming and will remain conforming after the adjustment. The lot line adjustment will improve the circumstances of the parcels, bringing the boundaries to the centerline of Hornitos Road and reflect existing lines of occupation. The adjustment will also make the road the dividing line between the parcels, allowing more contiguous land to be placed in agricultural production as it will be easier to place fences for livestock control. This finding is made in accordance with the provisions of Section 17.108.040 of the Mariposa County Zoning Ordinance and Section 5.3.04.D and Implementation Measure 10-2a(2) of the Mariposa County General Plan.
2. **FINDING:** The lot line adjustment involves three existing adjacent parcels. The adjustment results in land being taken from each parcel and being added to the adjacent parcel and a greater number of parcels than originally existed is not being created. This finding is made in accordance with the provisions of Section 66412(d) of the State Subdivision Map Act.

3. **FINDING:** The project is a minor lot line adjustment in an area with an average slope of less than 20%. The project will not result in any changes in land use or density, or the creation of a new parcel. Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This finding is made in accordance with the provisions of Section 15305(a) of the CEQA Guidelines.

BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Land Conservation Act Contract Modification Application No. 2009-134 and No. 2010-031 is made in accordance with Mariposa County Resolution No. 77-157 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51237 (Williamson Act Law), and is based upon the following findings:

1. **FINDING:** The property is currently and will continue to be used for agricultural purposes. This applies to the entire project site.

2. **FINDING:** The agricultural preserve containing adjusted Parcel A (7.66 acres) and adjusted Parcel B (162 acres) will contain over 1,300 acres after the lot line adjustment and the modification of Land Conservation Act Contract No. 18. The agricultural preserve containing adjusted Parcel C will contain 1,507 acres after the lot line adjustment and the modification of Land Conservation Act Contract No. 82-2. Both contracts will continue to meet the minimum size established by the Board of Supervisors for an agricultural preserve. The use of this property for cattle grazing or other Agricultural Production Uses or Compatible Uses as specified in the contract and must be profitable, except in extraordinary circumstances (such as natural disasters).

3. **FINDING:** The modified contracts will restrict the adjusted boundaries for the same term as the existing contract on the properties.

4. **FINDING:** There is no net decrease in the total amount of acreage under contract.

5. **FINDING:** At least 90% of the land under the original contract remains under the new contract.

6. **FINDING:** After the adjustment, both contracts will be large enough to sustain their agricultural use (dryland grazing). This finding is made pursuant to review of the
project by the Mariposa County Agricultural Advisory Committee at their meeting on September 10, 2009.

7. **FINDING:** The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts as the adjustment is a minor change in acreage. The LLA may actually result in a slight increase in the overall agricultural productivity of the project site area, as the amended property line will follow an existing road, allowing the road and property line to be fenced for livestock control.

8. **FINDING:** The LLA is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this minor adjustment will have any effect on adjacent agricultural uses.

9. **FINDING:** The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.

10. **FINDING:** The LLA is consistent with the General Plan, including Section 5.3.04.D and Implementation Measure 10-2a(2). The existing parcel that does not meet the minimum size requirements is being improved by becoming larger in size. The other two parcels remain conforming in size. The lot line adjustment will improve the circumstances of the parcels, bringing the boundaries to the centerline of Hornitos Road and reflect existing lines of occupation. The adjustment will also make the road the dividing line between the parcels, allowing more contiguous land to be placed in agricultural production as it will be easier to place fences for livestock control.

11. **FINDING:** The approval of the Williamson Act Contract Modification is based upon review of the project specific and site specific details of this case, as well as the estate planning needs of the applicant.

BE IT THEREFORE FINALLY RESOLVED THAT the Board of Supervisors project approval is based upon the processing conditions set forth in Exhibit A of this resolution.

ON MOTION BY Supervisor Bibby, seconded by Supervisor Allen, this resolution is duly passed and adopted this 7th day of December 2010 by the following vote:

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

**NOES:** None

**ABSTAIN:** None
Attest:

MARGIE WILLIAMS,
Clerk of the Board
Mariposa County Board of Supervisors

Mariposa County
Approved as to form and legal sufficiency:

STEVEN W. DAHLEM
County Counsel
Exhibit A

Processing Conditions / Steps for Completing Lot Line Adjustment No. 2009-122

1. **Preparation of Transfer Descriptions (APPLICANT'S RESPONSIBILITY):** The project involves a transfer of property from Hornitos Ranch LTD to Ichord and from Ichord to Hornitos Ranch LTD. A land surveyor or other qualified individual must provide the County Surveyor (Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the portion of the approved lot line adjustment which is to be transferred. The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

2. **Preparation of Amended Parcel Boundary Descriptions (APPLICANT'S RESPONSIBILITY):** A land surveyor or other qualified individual must provide the County Surveyor (Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the amended parcels (descriptions that include and exclude the transfer pieces). The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

3. **Review of Legal Descriptions (COUNTY SURVEYOR'S RESPONSIBILITY):** When the descriptions are provided to the County Surveyor, they must be reviewed by him for accuracy. When the County Surveyor approves the legal description, he will provide the typed, stamped, and signed descriptions to the Planning Department.

4. **Payment of Taxes (APPLICANT'S RESPONSIBILITY):** As required by the County Tax Collector and the Assessor/Recorder, a Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance must be submitted to Mariposa Planning for both parcels involved in the Lot Line Adjustment. In general, taxes on the subject parcels must be paid in advance for the current tax year before the Assessor can map the change and assign the new Assessor Parcel Numbers. The Tax Collector's Office should be contacted directly [(209) 966-2621] for more information and the amount which will need to be paid. The Tax Collector’s Office should provide a Verification of Taxes Paid Form allowing Recordation of Certificates of Compliance for each parcel to Mariposa Planning. The Assessor/Recorder will not allow the recordation of the Certificates of Compliance without this form.
5. **Recordation of Grant Deed (APPLICANT'S RESPONSIBILITY):** Applicant records the transfer grant deed with the legal descriptions that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded grant deeds.

6. **Recordation of Modified Trust Deeds (APPLICANT'S RESPONSIBILITY):** Any Trust Deeds on either parcel must be modified to reflect the new parcel configurations. The applicant shall record the amended trust deeds with the legal description(s) that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded amended trust deeds. As an alternative, the applicant may provide reconveyance documents to Mariposa Planning (showing the trust deeds have been paid off).

7. **Payment of Recording Fees (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Certificates of Compliance, the applicant shall submit a check (made payable to the Mariposa County Recorder) based upon the recording fees as determined by Mariposa Planning.

8. **Recordation of Certificates of Compliance (MARIPOSA PLANNING RESPONSIBILITY):** Mariposa Planning will record the Certificates of Compliance for both parcels involved in the lot line adjustment. **This step completes the Lot Line Adjustment.** The Certificate of Compliance confirms that the parcel was created legally and is eligible for development permits. A copy of the final recorded certificate of compliance will be mailed to the applicant(s) a few weeks following the recordation. This step is coordinated with recordation of the Amended Williamson Act Contracts described below (step 4 in LCA Contract Modification steps).

---


1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the modified Williamson Act Contracts, a typed, stamped, and signed copy of the approved legal descriptions for the lands that are to be placed under the modified contracts must be provided by the applicant to Mariposa Planning. One description shall contain Parcel A and Parcel B as modified by the lot line adjustment **together** with all of the other parcels in Contract No. 18. The other description shall contain adjusted Parcel C.
2. **Preparation of Modified Williamson Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, two amended Williamson Act Contracts 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 modified contract. Mariposa Planning will send the original contracts to the property owner(s) involved in the application.

3. **Signing and Notarizing the Modified Williamson Act Contracts (APPLICANT'S RESPONSIBILITY):** The contracts must be signed by the applicant(s), and the signature(s) must be notarized.

4. **Recordation of Modified Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the amended contracts have been signed and notarized by both parties, Mariposa Planning will record the contracts concurrently with the Certificates of Compliance required to complete the Lot Line Adjustment (step 7 in LLA Processing Conditions above). **This step completes the Land Conservation Act Contract Modification Process.**
NOTICE OF PUBLIC HEARING (corrects notice dated November 8, 2010)

Project: Lot Line Adjustment (LLA) No. 2009-122
Applicant’s name: Hornitos Ranch, LTD and Robert Ichord
Property location: APNs 011-260-015, 011-260-016, and 011-260-001

Applicant’s name: Hornitos Ranch, LTD
Property location: 6249 Hornitos Road, Catheys Valley

Project: Land Conservation Act (LCA) Contract Modification No. 2010-031
Applicant’s name: Robert Ichord
Property location: 6314 Hornitos Road, Catheys Valley

Lot Line Adjustment No. 2009-122 proposes to adjust the boundary between three parcels, APN 011-260-015 (Parcel A; 5.04 acres existing/7.99 acre proposed), APN 011-260-016 (Parcel B; 159.31 acres existing/164.29 acres proposed), and APN 011-260-001 (Parcel C; over 1,450 acres existing and will lose approximately 8 acres). The project parcels are in the Agriculture/Working Landscape General Plan land use and the Agriculture Exclusive zoning designation, both of which establish a minimum parcel size of 160 acres. Consequently, one of the project parcels is considered non-conforming relative to existing parcel size. It becomes larger as a result of the adjustment. Two of the parcels are conforming relative to existing and proposed parcel sizes. All three of these parcels are also in Williamson Act (Land Conservation Act) contracts. Parcels A and B are in a 1,311 acre contract (Mariuposa County Contract No. 18) which encumbers a total of fourteen (14) parcels. Parcel C is in a 1,513 acre contract (Mariuposa County Contract No.82-2). The project includes an amendment to the boundary of the two contracts, as allowed by state law. The amendment will total approximately 6 acres, which is less than 10% of either contract. The project is proposed to make the adjusted northerly boundary of Parcel B coincide with Hornitos Road; the adjusted southerly boundary of Parcel C coincide with the centerline of Hornitos Road and Parcel A, and the adjusted southerly boundary of Parcel A coincide with the centerline of Hornitos Road. This adjustment will reflect existing lines of occupation. The site is located at 6279 and 6314 Hornitos Road. Consequently, this project includes Land Conservation Act Modification No. 2009-134 and Land Conservation Act Modification No. 2010-031, which will modify a portion of Land Conservation Act Contract No. 18 and Land Conservation Act Contract No. 82-2.

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.
In order to correct an ambiguity caused by a previous surveying error involving section lines, a proposal to quitclaim an approximately two acre area that runs through the Ichord home is also a part of this project.

The contract modification applications and the LLA application are being processed concurrently.

This matter requires a public hearing, and on Tuesday, December 7, 2010, the Mariposa County Board of Supervisors will consider the above listed applications.

Hearing Date: Tuesday, December 7, 2010
Hearing Time: 2:00 p.m. or soon thereafter as possible
Hearing Location: Mariposa County Government Center (upper level)
5100 Bullion Street, Mariposa, California

Action: Notice of Exemption: The Board of Supervisors will consider the recommendation of the Agricultural Advisory Committee and Planning Commission to adopt a resolution adopting a Notice of Exemption (for the environmental review) and approving the project. This is the final action on this project.

Written comments may be made and submitted at any time during the public review period up to, and including, the public portion of the public hearing time. Letters or written comments submitted after the public input time of the public hearing will become part of the file documents, but will not become part of the record unless the public input time is reopened. You may submit written comments to P.O. Box 2039 Mariposa CA 95338.

Please contact Alvaro Arias at Mariposa Planning, (209) 742-1218, to discuss your concerns, or for more information on the project or the Board of Supervisor’s meeting. E-mail may be sent to aarias@mariposacounty.org. This notice is being provided pursuant to Section 17.132.020 of the Mariposa County Code.

Please be advised that any concerns or issues relating to the projects must be raised during the public review process described in this notice, if those issues are to be used for the basis of a future court challenge.

Posting Locations: Mariposa County Clerk's Office
Mariposa County Courthouse
Mariposa County Planning Department
Mariposa Post Office
Hornitos Post Office
Cathays Post Office
www.mariposacounty.org/planning

Posting Date: November 9, 2010
Leave Posted Until: 5:00 p.m. 12/7/2010
PROJECT: Lot Line Adjustment No. 2009-122 proposes to adjust the boundary between three parcels, APN 011-260-015 (Parcel A; 5.04 acres existing/7.99 acre proposed), APN 011-260-016 (Parcel B; 159.31 acres existing/164.29 acres proposed), and APN 011-260-001 (Parcel C; over 1,450 acres existing and will lose approximately 8 acres). The project parcels are in the Agriculture/Working Landscape General Plan land use and the Agriculture Exclusive zoning designation, both of which establish a minimum parcel size of 160 acres. Consequently, one of the project parcels is considered non-conforming relative to existing parcel size. It becomes larger as a result of the adjustment. Two of the parcels are conforming relative to existing and proposed parcel sizes. All three of these parcels are also in Williamson Act (Land Conservation Act) contracts. Parcels A and B are in a 1,311 acre contract (Mariposa County Contract No. 18) which encumbers a total of fourteen (14) parcels. Parcel C is in a 1,513 acre contract (Mariposa County Contract No. 82-2). The project includes an amendment to the boundary of the two contracts, as allowed by state law. The amendment will total approximately 6 acres, which is less than 10% of either contract. The project is proposed to make the adjusted northerly boundary of Parcel B coincide with Hornitos Road; the adjusted southerly boundary of Parcel C coincide with the centerline of Hornitos Road and Parcel A, and the adjusted southerly boundary of Parcel A coincide with the centerline of Hornitos Road. This adjustment will reflect existing lines of occupation. The site is located at 6279 and 6314 Hornitos Road. Consequently, this project includes Land Conservation Act Modification No. 2009-134 and Land Conservation Act Modification No. 2010-031, which will modify a portion of Land Conservation Act Contract No. 18 and Land Conservation Act Contract No. 82-2. The amendment to the contract will total approximately 6 acres, which is less than 10% of either contract. Additionally, in order to correct an ambiguity caused by a previous surveying error involving section lines, an approximately two acre area that runs through the Ichord home will be quitclaimed by Hornitos Ranch, LTD.

APPLICANTS: Hornitos Ranch, LTD (Parcel A and B), Robert Ichord (Parcel C)
AGENT: Walter Lewis
NOTICING: Mailed Notice: November 10, 2010
              Posted Notice: November 10, 2010
              Gazette Notice: November 25, 2010
LLA No. 2009-122, LCA Contract Modification No. 2009-134 and 2010-031
Applicants: Hornitos Ranch LTD and Robert Ichord
Board of Supervisors Hearing of December 7, 2010
Page 2 of 13

BOARD ACTION:

The Agricultural Advisory Committee and Planning Commission recommend the Board of Supervisors:

A. Adopt a Notice of Exemption, and
B. Approve Lot Line Adjustment No. 2009-122, Land Conservation Act Modification No. 2009-134, and Land Conservation Act Modification No. 2010-031 with the recommended findings and processing conditions

STAFF SUMMARY:

The project site is located off of Hornitos Road, in Catheys Valley. Both parcels are zoned Agricultural Exclusive and both have an Agriculture/Working Landscape land use designation. Parcel A is currently non-conforming and will remain so after the adjustment, while increasing in size. Parcels B and C are currently conforming and will remain so after the adjustment. The modification of the existing Williamson Act contracts will reflect the new parcel boundaries.
PROJECT VICINITY MAP

PROJECT TYPE: Lot Line Adjustment No. 2009-122
APPLICANT: Hornitos Ranch, LTD (Parcels A and B) and
Greg Ichord & Robert Ichord (Parcel C)
PROJECT ADDRESS: Parcel "A" Unassigned Address
Parcel "B" 6249 Hornitos Road
Parcel "C" 6314 Hornitos Road

MAP CREATED ON: SEPTEMBER 3, 2009
DATA SOURCE: PARCEL MAP FROM MARIPosa COUNTY ASSESSOR'S MAP.
JUNE 2009 UPDATE
MAP CREATED BY: EE MERIAM, GIS TECHNICIAN
MARIPosa COUNTY PLANNING DEPARTMENT
PO BOX 2039 5100 BULLION STREET
MARIPosa, CALIFORNIA 95338-2039
209.966.5151 FAX 209.742.5024
MARIPosAPLANNING@MARIPosA COUNTY.ORG
HTTP://WWW.MARIPOSACOUNTY.ORG/PLANNING

MARIPosA COUNTY MAKES NO WARRANTY REGARDING THE ACCURACY OF THE GIS OR THE ANALYSIS AND CONCLUSIONS RESULTING FROM USING OUR GIS DATA
Project Description

A. Description of Project (see Site Plan, Page 3)

This project is a lot line adjustment between three parcels. Lot Line Adjustment No. 2009-122 proposes to adjust the boundary between APN 011-260-015 (Parcel A; 5.04 acres existing/7.66 acres proposed), APN 011-260-016 (Parcel B; 162 acres existing/165 acres proposed), and APN 011-260-001 (Parcel C; 1513 acres existing/1507 acres proposed).

This project will increase the size of Parcel A, which is non-conforming in size and will remain non-conforming. It will also increase the size of Parcel B and decrease the size of Parcel C both of which will remain conforming after the adjustment. The project will make the adjusted boundaries coincide with the centerline of Hornitos Road as well as existing lines of occupation. Additionally, in order to correct an ambiguity caused by a previous surveying error involving section lines, an approximately two acre area that runs through the Ichord home will be quitclaimed by Hornitos Ranch, LTD.

All three parcels are subject to a Williamson Act Contract. Consequently, this project also requires that the two contracts be modified. Land Conservation Act Modification No. 2009-134 will modify a portion of Contract No. 18, which encumbers a total of fourteen parcels, including Parcels A and B. Land Conservation Act Modification No. 2010-031 will modify a portion of Contract No. 82-2, which is a 1,513 acre contract and includes Parcel C. The modified contracts will reflect the new boundaries resulting from the Lot Line Adjustment. Each contract has been reviewed to stand on its own relative to agricultural productivity.

B. Project Background Data

Existing Zoning: Agricultural Exclusive

General Plan: Agricultural/Working Landscape

Current Land Use: Cattle grazing and residential

Parcel History: Parcel A is APN 011-260-015. Parcel A was originally recognized through the Certificate of Compliance process, Certificate of Compliance No. 2081815.

Parcel B is APN 011-260-016. Parcel B was originally recognized through the Certificate of Compliance process, Certificate of Compliance No. 2075809.
Parcel C is APN 011-260-001 was created by a Gift Deed in Volume 212, page 324.

Adjacent Land Uses:
- North: Agriculture Exclusive
- South: Agriculture Exclusive
- East: Agriculture Exclusive
- West: Agriculture Exclusive

Project Analysis

A. Agency Comments

Requests for comments were sent to the following agencies: the Mariposa County Public Works Department, the Mariposa County Health Department, the Mariposa County Agricultural Advisory Committee, California Department of Conservation, and the Mariposa County Resource Conservation District.

Agricultural Advisory Committee: On September 10, 2009, the Agricultural Advisory Committee held a duly noticed public meeting and reviewed a preliminary application submittal for this project (Lot Line Adjustment Application); the committee voted unanimously to recommend that the Planning Commission recommend that the Board of Supervisors approve this project as set forth by staff. The full final application submittals needed to process this application (including the Amended LCA Applications) were not submitted until March 29, 2010.

Planning Commission: On August 6, 2010, the Planning Commission held a duly noticed public meeting and reviewed the application for this project along with the recommendation of the Agricultural Advisory Committee. The Planning Commission voted unanimously to recommend that the Board of Supervisors approved the project.

B. Public Concerns

None as of the writing of this staff report.

C. Practical Concerns

Planning evaluated the project for the following issues:
Access: All parcels take access directly from Hornitos Road; access to all parcels is unchanged by the project.

The project parcel addresses are 3043 Old Highway and 3023 Old Highway.

Williamson Act: The two (2) Williamson Act contracts that encumber the parcels involved in the Lot Line Adjustment can be modified pursuant to State Law; the acreage under contract remains the same following the adjustment and only the configuration and boundaries of the parcel are changing.

The authority to modify existing Williamson Act contracts is Government Code Section 51257 (Williamson Act Law). This section establishes that the process is technically the simultaneous cancellation of an existing contract and the immediate recordation of a new contract, when needed for a Lot Line Adjustment. The following findings must be made pursuant to state law, and are included for this project pursuant to this provision of Williamson Act law:

- The modified contracts will be written such that they will restrict the adjusted boundaries for the same term as the existing contract on the properties.
- There is no net decrease in the amount of acreage under contract.
- At least 90% of the land under the original contract remains under the new contract (for both parcels).
- After the adjustment, all parcels under contract will be large enough to sustain their agricultural use (dryland grazing).
- The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts.
- The LLA is not likely to result in the removal of adjacent land from agricultural use.
- The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.
- The LLA is consistent with the General Plan.

Staff scheduled the project for review and recommendation by the Mariposa County Agricultural Advisory Committee for Williamson Act issues; and received a favorable recommendation.

Project Review by Board of Supervisors
The Board of Supervisors will conduct a public hearing and consider the Planning Commission's recommendation to:

Adopt a resolution:

- Finding that this project is exempt from CEQA,
- Approving Lot Line Adjustment No. 2009-122 with the recommended findings and processing conditions, and

The applicants may opt to have Mariposa Planning file the Notice of Exemption (NOE). This filing notifies the public that Mariposa County has determined that the California Environmental Quality Act (CEQA) does not apply to this project to adjust lot lines and amend the Williamson Act Contracts on both parcels. The action of filing shortens the statute of limitations on appeals or challenges of the environmental determination from 180-days to 35-days. If the applicants opt to file, then the NOE must be posted within five days working day of the date of Board of Supervisors action on the project (by 5 p.m. Tuesday, December 14, 2010). The County Clerk's Office requires a fee of $50.00 for the filing of the NOE for the project. If the applicants opt to file, cash or a money order made payable to the Mariposa County Clerks Office shall be submitted to Mariposa Planning for $50.00 within 4-days of the approval of this project (the Tax Collector does not accept personal checks for this fee).

Further details regarding processing steps which following approval action by the Board of Supervisors is included in the recommended processing conditions of approval for these projects at the end of this report.

Project Findings

Lot Line Adjustment Findings

In accordance with the Subdivision Map Act, the Mariposa County Zoning Code, and the California Environmental Quality Act, the following findings are made for Lot Line Adjustment No. 2009-122:

1. **FINDING:** The lot line adjustment involves three parcels; one of which does not meet the minimum parcel size and density standards of the Agriculture/Working Landscape land use designation or the Agricultural Exclusive zoning district in its existing and modified
configurations. The parcel is not in compliance with the Mariposa County Zoning Ordinance and the Mariposa County General Plan. Although this parcel (Parcel A) is non-conforming and will remain non-conforming after the adjustment, it increases in size from 5.04 acres to 7.66 acres. The other two parcels are conforming and will remain conforming after the adjustment. The lot line adjustment will improve the circumstances of the parcels, bringing the boundaries to the centerline of Hornitos Road and reflect existing lines of occupation. The adjustment will also make the road the dividing line between the parcels, allowing more contiguous land to be placed in agricultural production as it will be easier to place fences for livestock control. This finding is made in accordance with the provisions of Section 17.108.040 of the Mariposa County Zoning Ordinance and Section 5.3.04.D and Implementation Measure 10-2a(2) of the Mariposa County General Plan.

2. FINDING: The lot line adjustment involves three existing adjacent parcels. The adjustment results in land being taken from each parcel and being added to the adjacent parcel and a greater number of parcels than originally existed is not being created. This finding is made in accordance with the provisions of Section 66412(d) of the State Subdivision Map Act.

3. FINDING: The project is a minor lot line adjustment in an area with an average slope of less than 20%. The project will not result in any changes in land use or density, or the creation of a new parcel. Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This finding is made in accordance with the provisions of Section 15305(a) of the CEQA Guidelines.

Williamson Act Contract Modification Findings

Although Mariposa County has adopted a Resolution approving new policies for the Williamson Act, these policies do not become effective until January 1, 2011. Consequently, this project is reviewed in accordance with Mariposa County Resolution No. 77-157 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 property is currently and will continue to be used for agricultural purposes. This applies to the entire project site.

2. FINDING: The agricultural preserve containing adjusted Parcel A (7.66 acres) and adjusted Parcel B (162 acres) will contain over 1,300 acres after the lot line adjustment and the modification of Land Conservation Act Contract No. 18. The agricultural preserve containing adjusted Parcel C will contain 1,507 acres after the lot line adjustment and the modification of Land Conservation Act Contract No. 82-2. Both contracts will continue to meet the minimum size established by the Board of Supervisors for an agricultural preserve. The use of this property for cattle grazing or other Agricultural Production Uses or Compatible Uses as specified in the contract and must be profitable, except in extraordinary circumstances (such as natural disasters).
3. **FINDING:** The modified contracts will restrict the adjusted boundaries for the same term as the existing contract on the properties.

4. **FINDING:** There is no net decrease in the total amount of acreage under contract.

5. **FINDING:** At least 90% of the land under the original contract remains under the new contract.

6. **FINDING:** After the adjustment, both contracts will be large enough to sustain their agricultural use (dryland grazing). This finding is made pursuant to review of the project by the Mariposa County Agricultural Advisory Committee at their meeting on September 10, 2009.

7. **FINDING:** The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts as the adjustment is a minor change in acreage. The LLA may actually result in a slight increase in the overall agricultural productivity of the project site area, as the amended property line will follow an existing road, allowing the road and property line to be fenced for livestock control.

8. **FINDING:** The LLA is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this minor adjustment will have any effect on adjacent agricultural uses.

9. **FINDING:** The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.

10. **FINDING:** The LLA is consistent with the General Plan, including Section 5.3.04.D and Implementation Measure 10-2a(2). The existing parcel that does not meet the minimum size requirements is being improved by becoming larger in size. The other two parcels remain conforming in size. The lot line adjustment will improve the circumstances of the parcels, bringing the boundaries to the centerline of Horntos Road and reflect existing lines of occupation. The adjustment will also make the road the dividing line between the parcels, allowing more contiguous land to be placed in agricultural production as it will be easier to place fences for livestock control.

11. **FINDING:** The approval of the Williamson Act Contract Modification is based upon review of the project specific and site specific details of this case, as well as the estate planning needs of the applicant.

**CEQA Finding**

[Diagram]
This project is exempt from the California Environmental Quality Act pursuant to Categorical Exemptions, Class 5; Section 15301(a), CEQA Guidelines. This project is a minor lot line adjustment in an area with a slope of less than 20% and Land Conservation Act Contract modifications to reflect the adjustment, neither of which have the potential to increase development.

Recommended Processing Conditions / Steps for Completing Lot Line Adjustment No. 2009-122

1. **Preparation of Transfer Descriptions (APPLICANT’S RESPONSIBILITY):** The project involves a transfer of property from Hornitos Ranch LTD to Ichord and from Ichord to Hornitos Ranch LTD. A land surveyor or other qualified individual must provide the County Surveyor (Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the portion of the approved lot line adjustment which is to be transferred. The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

2. **Preparation of Amended Parcel Boundary Descriptions (APPLICANT’S RESPONSIBILITY):** A land surveyor or other qualified individual must provide the County Surveyor (Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the amended parcels (descriptions that include and exclude the transfer pieces). The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

3. **Review of Legal Descriptions (COUNTY SURVEYOR’S RESPONSIBILITY):** When the descriptions are provided to the County Surveyor, they must be reviewed by him for accuracy. When the County Surveyor approves the legal description, he will provide the recordable legal descriptions to the Planning Department.

4. **Payment of Taxes (APPLICANT’S RESPONSIBILITY):** As required by the County Tax Collector and the Assessor/Recorder, a Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance must be submitted to Mariposa Planning for both parcels involved in the Lot Line Adjustment. In general, taxes on the subject parcels must be paid in advance for the current tax year before the Assessor can map the change and assign the new Assessor Parcel Numbers. The Tax Collectors Office should be contacted directly [(209) 966-2621] for more information and the amount which will need to be paid. The Tax Collector’s Office should provide a Verification of Taxes Paid Form allowing Recordation of Certificates of Compliance for each parcel to Mariposa Planning. The Assessor/Recorder will not allow the recordation of the Certificates of Compliance without this form.
5. **Recordation of Grant Deed (APPLICANT’S RESPONSIBILITY):** Applicant records the transfer grant deed with the legal descriptions that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded grant deeds.

6. **Recordation of Modified Trust Deeds (APPLICANT’S RESPONSIBILITY):** Any Trust Deeds on either parcel must be modified to reflect the new parcel configurations. The applicant shall record the amended trust deeds with the legal description(s) that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded amended trust deeds. As an alternative, the applicant may provide reconveyance documents to Mariposa Planning (showing the trust deeds have been paid off).

7. **Payment of Recording Fees (APPLICANT’S RESPONSIBILITY):** Prior to recording of the Certificates of Compliance, the applicant shall submit a check (made payable to the Mariposa County Recorder) based upon the recording fees as determined by Mariposa Planning.

8. **Recordation of Certificates of Compliance (MARIPOSA PLANNING RESPONSIBILITY):** Mariposa Planning will record the Certificates of Compliance for both parcels involved in the lot line adjustment. **This step completes the Lot Line Adjustment.** The Certificate of Compliance confirms that the parcel was created legally and is eligible for development permits. A copy of the final recorded certificate of compliance will be mailed to the applicant(s) a few weeks following the recording. This step is coordinated with recording of the Amended Williamson Act Contracts described below (step 4 in LCA Contract Modification steps).

---


1. **Preparation of Legal Description (APPLICANT’S RESPONSIBILITY):** Prior to recording of the modified Williamson Act Contracts, a typed, stamped, and signed copy of the approved legal descriptions for the lands that are to be placed under the modified contracts must be provided by the applicant to Mariposa Planning. One description shall contain Parcel A and Parcel B as modified by the lot line adjustment **together** with all of the other parcels in Contract No. 18. The other description shall contain adjusted Parcel C.

2. **Preparation of Modified Williamson Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, two amended Williamson Act
Contracts 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 modified contract. Mariposa Planning will send the original contacts to the property owner(s) involved in the application.

3. **Signing and Notarizing the Modified Williamson Act Contracts (APPLICANT'S RESPONSIBILITY):** The contracts must be signed by the applicant(s), and the signature(s) must be notarized.

4. **Recordation of Modified Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the amended contracts have been signed and notarized by both parties, Mariposa Planning will record the contracts concurrently with the Certificates of Compliance required to complete the Lot Line Adjustment (step 7 in LLA Processing Conditions above). This step completes the Land Conservation Act Contract Modification Process.
Attachment 1
Draft Resolution for Approval
STATE OF CALIFORNIA  
COUNTY OF MARIPOSA  
BOARD OF SUPERVISORS  

Resolution  

WHEREAS an application for a lot line adjustment was received on August 19, 2009 from Hornitos Ranch LTD and Greg and Robert Ichord for three parcels located along Hornitos Road, also known as Assessor Parcel Numbers 011-260-015, 011-260-016 and 011-260-001; and  

WHEREAS all three parcels are encumbered by Land Conservation Act ("Williamson Act") contracts No. 18 and No. 82-2, and the contract must be modified to reflect the proposed lot line adjustment; and  

WHEREAS applications for Land Conservation Act ("Williamson Act") contract modifications were received, which proposed to amend the boundaries as adjusted through the lot line adjustment process of existing Land Conservation Act contract No. 18 and Land Conservation Act Contract No. 82-2; and  

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

WHEREAS the Planning Department prepared a report for the Agricultural Advisory Committee in accordance with the review procedures of the committee; and  

WHEREAS the Agricultural Advisory Committee held a duly noticed public meeting on September 10, 2009; and  

WHEREAS the Agricultural Advisory Committee did unanimously recommend that the Planning Commission should make a recommendation to the Mariposa County Board of Supervisors to approve the project; and  

WHEREAS a duly noticed Planning Commission public hearing was scheduled for August 6, 2010; and  

WHEREAS a Staff Report and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, 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, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant; and
WHEREAS as part of the applicant's comments, in order to correct an ambiguity caused by a previous surveying error involving section lines, a proposal to quitclaim an approximately two acre area that runs through the Ichord home that does not affect the original project description was added to the project description.

WHEREAS the Planning Commission did unanimously recommend that the Board of Supervisors should approve the projects; and

WHEREAS a duly noticed Board of Supervisors public hearing was scheduled for the 7th day of December 2010; and

WHEREAS a Staff Report packet and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, 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, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby find the project is exempt from environmental review.


BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Lot Line Adjustment No. 2009-122 is based upon the following findings as set forth in accordance with the Subdivision Map Act, the Mariposa County Zoning Code, and the California Environmental Quality Act:

1. **FINDING:** The lot line adjustment involves three parcels; one of which does not meet the minimum parcel size and density standards of the Agriculture/Working Landscape land use designation or the Agricultural Exclusive zoning district in its existing and modified configurations. The parcel is not in compliance with the Mariposa County Zoning Ordinance and the Mariposa County General Plan. Although this parcel (Parcel A) is non-conforming and will remain non-conforming after the adjustment, it increases in size from 5.04 acres to 7.66 acres. The other two parcels are conforming and will remain conforming after the adjustment. The lot line adjustment will improve the circumstances of the parcels, bringing the boundaries to the centerline of Hornitos Road and reflect existing lines of occupation. The adjustment will also make the road the dividing line between the parcels, allowing more contiguous land to be placed in agricultural production as it will be easier to place fences for livestock control. This finding is made in accordance with the provisions of Section 17.108.040 of the Mariposa County Zoning Ordinance and Section 5.3.04.D and Implementation Measure 10-2a(2) of the Mariposa County General Plan.

17
2. FINDING: The lot line adjustment involves three existing adjacent parcels. The adjustment results in land being taken from each parcel and being added to the adjacent parcel and a greater number of parcels than originally existed is not being created. This finding is made in accordance with the provisions of Section 66412(d) of the State Subdivision Map Act.

3. FINDING: The project is a minor lot line adjustment in an area with an average slope of less than 20%. The project will not result in any changes in land use or density, or the creation of a new parcel. Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This finding is made in accordance with the provisions of Section 15305(a) of the CEQA Guidelines.

BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Land Conservation Act Contract Modification Application No. 2009-134 and No. 2010-031 is made in accordance with Mariposa County Resolution No. 77-157 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law), and is based upon the following findings:

1. FINDING: The property is currently and will continue to be used for agricultural purposes. This applies to the entire project site.

2. FINDING: The agricultural preserve containing adjusted Parcel A (7.66 acres) and adjusted Parcel B (162 acres) will contain over 1,300 acres after the lot line adjustment and the modification of Land Conservation Act Contract No. 18. The agricultural preserve containing adjusted Parcel C will contain 1,507 acres after the lot line adjustment and the modification of Land Conservation Act Contract No. 82-2. Both contracts will continue to meet the minimum size established by the Board of Supervisors for an agricultural preserve. The use of this property for cattle grazing or other Agricultural Production Uses or Compatible Uses as specified in the contract and must be profitable, except in extraordinary circumstances (such as natural disasters).

3. FINDING: The modified contracts will restrict the adjusted boundaries for the same term as the existing contract on the properties.

4. FINDING: There is no net decrease in the total amount of acreage under contract.

5. FINDING: At least 90% of the land under the original contract remains under the new contract.

6. FINDING: After the adjustment, both contracts will be large enough to sustain their agricultural use (dryland grazing). This finding is made pursuant to review of the
project by the Mariposa County Agricultural Advisory Committee at their meeting on September 10, 2009.

7. **FINDING:** The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts as the adjustment is a minor change in acreage. The LLA may actually result in a slight increase in the overall agricultural productivity of the project site area, as the amended property line will follow an existing road, allowing the road and property line to be fenced for livestock control.

8. **FINDING:** The LLA is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this minor adjustment will have any effect on adjacent agricultural uses.

9. **FINDING:** The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.

10. **FINDING:** The LLA is consistent with the General Plan, including Section 5.3.04.D and Implementation Measure 10-2a(2). The existing parcel that does not meet the minimum size requirements is being improved by becoming larger in size. The other two parcels remain conforming in size. The lot line adjustment will improve the circumstances of the parcels, bringing the boundaries to the centerline of Hornitos Road and reflect existing lines of occupation. The adjustment will also make the road the dividing line between the parcels, allowing more contiguous land to be placed in agricultural production as it will be easier to place fences for livestock control.

11. **FINDING:** The approval of the Williamson Act Contract Modification is based upon review of the project specific and site specific details of this case, as well as the estate planning needs of the applicant.

BE IT THEREFORE FINALLY RESOLVED THAT the Board of Supervisors project approval is based upon the processing conditions set forth in Exhibit A of this resolution.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 7th day of December 2010 by the following vote:

AYES:

NOES:

ABSTAIN:
Attest:

MARGIE WILLIAMS,
Clerk of the Board
Mariposa County Board of Supervisors

Mariposa County
Approved as to form and legal sufficiency:

__________________________
STEVEN W. DAHLEM
County Counsel
Exhibit A

Recommended Processing Conditions / Steps for Completing Lot Line Adjustment No. 2009-122

1. Preparation of Transfer Descriptions (APPLICANT'S RESPONSIBILITY): The project involves a transfer of property from Hornitos Ranch LTD to Ichord and from Ichord to Hornitos Ranch LTD. A land surveyor or other qualified individual must provide the County Surveyor (Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the portion of the approved lot line adjustment which is to be transferred. The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

2. Preparation of Amended Parcel Boundary Descriptions (APPLICANT'S RESPONSIBILITY): A land surveyor or other qualified individual must provide the County Surveyor (Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the amended parcels (descriptions that include and exclude the transfer pieces). The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

3. Review of Legal Descriptions (COUNTY SURVEYOR'S RESPONSIBILITY): When the descriptions are provided to the County Surveyor, they must be reviewed by him for accuracy. When the County Surveyor approves the legal description, he will provide the typed, stamped, and signed descriptions to the Planning Department.

4. Payment of Taxes (APPLICANT'S RESPONSIBILITY): As required by the County Tax Collector and the Assessor/Recorder, a Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance must be submitted to Mariposa Planning for both parcels involved in the Lot Line Adjustment. In general, taxes on the subject parcels must be paid in advance for the current tax year before the Assessor can map the change and assign the new Assessor Parcel Numbers. The Tax Collectors Office should be contacted directly [(209) 966-2621] for more information and the amount which will need to be paid. The Tax Collector's Office should provide a Verification of Taxes Paid Form allowing Recordation of Certificates of Compliance for each parcel to Mariposa Planning. The Assessor/Recorder will not allow the recordation of the Certificates of Compliance without this form.
5. **Recordation of Grant Deed (APPLICANT’S RESPONSIBILITY):** Applicant records the transfer grant deed with the legal descriptions that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded grant deeds.

6. **Recordation of Modified Trust Deeds (APPLICANT’S RESPONSIBILITY):** Any Trust Deeds on either parcel must be modified to reflect the new parcel configurations. The applicant shall record the amended trust deeds with the legal description(s) that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded amended trust deeds. As an alternative, the applicant may provide reconveyance documents to Mariposa Planning (showing the trust deeds have been paid off).

7. **Payment of Recording Fees (APPLICANT’S RESPONSIBILITY):** Prior to recordation of the Certificates of Compliance, the applicant shall submit a check (made payable to the Mariposa County Recorder) based upon the recording fees as determined by Mariposa Planning.

8. **Recordation of Certificates of Compliance (MARIPOSA PLANNING RESPONSIBILITY):** Mariposa Planning will record the Certificates of Compliance for both parcels involved in the lot line adjustment. **This step completes the Lot Line Adjustment.** The Certificate of Compliance confirms that the parcel was created legally and is eligible for development permits. A copy of the final recorded certificate of compliance will be mailed to the applicant(s) a few weeks following the recordation. This step is coordinated with recordation of the Amended Williamson Act Contracts described below (step 4 in LCA Contract Modification steps).

---


1. **Preparation of Legal Description (APPLICANT’S RESPONSIBILITY):** Prior to recordation of the modified Williamson Act Contracts, a typed, stamped, and signed copy of the approved legal descriptions for the lands that are to be placed under the modified contracts must be provided by the applicant to Mariposa Planning. One description shall contain Parcel A and Parcel B as modified by the lot line adjustment together with all of the other
parcels in Contract No. 18. The other description shall contain adjusted Parcel C.

2. **Preparation of Modified Williamson Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, two amended Williamson Act Contracts 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 modified contract. Mariposa Planning will send the original contacts to the property owner(s) involved in the application.

3. **Signing and Notarizing the Modified Williamson Act Contracts (APPLICANT'S RESPONSIBILITY):** The contracts must be signed by the applicant(s), and the signature(s) must be notarized.

4. **Recordation of Modified Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the amended contracts have been signed and notarized by both parties, Mariposa Planning will record the contracts concurrently with the Certificates of Compliance required to complete the Lot Line Adjustment (step 7 in LLA Processing Conditions above). **This step completes the Land Conservation Act Contract Modification Process.**
Attachment 2
Draft Notice of Exemption
TO:  County Clerk, County of Mariposa  
P.O. Box 247  
Mariposa, CA  95338  

FROM:  Mariposa County  
Planning Department  
P.O. Box 2039  
Mariposa, CA  95338


Project Address:  6279 and 6314 Hornitos Road; Catheys Valley.


Description of Project:  Lot Line Adjustment No. 2009-122 proposes to adjust the boundary between three parcels, APN 011-260-015 (Parcel A; 5.04 acres existing/7.99 acre proposed), APN 011-260-016 (Parcel B; 159.31 acres existing/164.29 acres proposed), and APN 011-260-001 (Parcel C; over 1,450 acres existing and will lose approximately 8 acres). The project parcels are in the Agriculture/Working Landscape General Plan land use and the Agriculture Exclusive zoning designation, both of which establish a minimum parcel size of 160 acres. Consequently, one of the project parcels is considered non-conforming relative to existing parcel size. It becomes larger as a result of the adjustment. Two of the parcels are conforming relative to existing and proposed parcel sizes. All three of these parcels are also in Williamson Act (Land Conservation Act) contracts. Parcels A and B are in a 1,311 acre contract (Mariposa County Contract No. 18) which encumbers a total of fourteen (14) parcels. Parcel C is in a 1,513 acre contract (Mariposa County Contract No. 82-2). The project includes an amendment to the boundary of the two contracts, as allowed by state law. The amendment will total approximately 6 acres, which is less than 10% of either contract. The project is proposed to make the adjusted northerly boundary of Parcel B coincide with Hornitos Road; the adjusted southerly boundary of Parcel C coincide with the centerline of Hornitos Road and Parcel A, and the adjusted southerly boundary of Parcel A coincide with the centerline of Hornitos Road. This adjustment will reflect existing lines of occupation. The site is located at 6279 and 6314 Hornitos Road. Consequently, this project includes Land Conservation Act Modification No. 2009-134 and Land Conservation Act Modification No. 2010-031, which will modify a portion of Land Conservation Act Contract No. 18 and Land Conservation Act Contract No. 82-2. The amendment to the contract will total approximately 6 acres, which is less than 10% of either contract.

Name of Public Agency Approving Project:  Mariposa County Board of Supervisors

Revision date: April 7, 2004
Name of Person (Applicant, Carrying Out Project): Hornitos Ranch LTD and Greg and Robert Ichord

Exempt Status: Categorical Exemption, Class 5; Section 15301(a), CEQA Guidelines

Reason Why Project Is Exempt: Minor lot line adjustment in an area with a slope of less than 20% and Land Conservation Act Contract modification to reflect adjustment, neither of which have the potential to increase development.

Lead Agency Contact Person: Alvaro Arias, Assistant Planner

Phone Number: (209) 742-1218

Mariposa County Planning Department by:

________________________________________  Date

Kris Schenk
Planning Director
Attachment 3
Planning Commission Minutes from August 6, 2010 Meeting
3. PUBLIC HEARINGS:


Alvaro Arias presented Lot Line Adjustment 2009-122; Land Conservation Act Contract Modification No. 2009-134 and Land Conservation Act Contract Modification No. 2010-134. Arias explained that the project site is located off of Horntos Road in Catheys Valley. He said that both parcels are zoned Agricultural Exclusive and both have an Agriculture/Working Landscape land use designation. Parcel A is currently non-conforming and will remain so after the adjustment, while increasing in size. Parcels B and C are currently conforming and will remain so after the adjustment. Arias went on to say that the modification of the existing Williamson Act contracts will reflect the parcel boundaries.

Arias concluded that it is staff’s recommendation that the Planning Commission recommends that the Board of Supervisors adopt a Notice of Exemption and approve Lot Line Adjustment No. 2009-122, Land Conservation Act Modification No. 2009-134, and Land Conservation Act Modification Act 2010-031 with the recommended findings and processing conditions.

Clarification:

Francisco referred to circle page 8, bullet point 2 where it states that there is no net decrease in the amount of acreage under contract, but noted that Parcel C is losing 8 acres.

Arias said that because this is a project modifying both contracts there will be no net decrease between the two contracts combined.

Francisco asked if that is supported by law.

Williams clarified by saying that the law specifically allows two adjacent parcels owned by two separate property owners under two separate contracts to do an adjustment. Williams said that what the law will not allow is a decrease in acreage to contracted parcels.

Public Portion of Hearing: Opened

Walt Lewis, agent for applicant, said that two separate surveys were done in the 1850s and a quarter mile mistake was made. Lewis said that a verbal agreement was made between Scott and Ichord, but nothing was ever legally done. He said that this lot line adjustment is to correct the mistake made back in the 1850s.

Public Portion of Hearing: Closed

Deliberations:

On motion of Commissioner Francisco, seconded by Commissioner Tucker, the Planning Commission recommends that the Board of Supervisors adopt a Notice of Exemption and approve Lot Line Adjustment No. 2009-122, Land Conservation Act Modification No. 2009-134, and Land Conservation Act Modification Act 2010-031 with the recommended findings and processing conditions.
Attachment 4
Draft Contract No. 2009-134, Hornitos Ranch, LTD
MARIPOSA COUNTY
LAND CONSERVATION ACT CONTRACT

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 2009-134, made and executed this ____ day of ____________ , 2010, by and between Hornitos Ranch, Ltd., 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”.

Being a modification of CALIFORNIA LAND CONSERVATION ACT CONTRACT No. 18 made and executed on the 28th day of February, 1978, by and between Walter R. Scott, Ray R. Scott, and Virginia C. Scott, or the successors thereof, and COUNTY pursuant to item 11 of said contract. Said contract was recorded on the 1st day of March 1978 in Volume 180 of Official Records, Page 244, Mariposa County Records.

W I T N E S S E T H:

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 agricultural 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 78-15, 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

31
WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural 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 enforceable restriction under the provisions of California Revenue U 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. 77-157 dated October 18, 1977, and all amendments thereto, implementing the California Land Conservation Act of 1965 in the County of Mariposa; said Resolution No. 77-157 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 this _____ day of _____________, 2010 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 on the 31st day of each December, 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 December 31, 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 within Contract shall run with the land described herein, and shall be binding upon the heirs, successors, and assigns of OWNER.
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 51264 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, 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 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.
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. 77-157, attached hereto as Exhibit “B” entitled “Mariposa County Resolution No. 77-157 Implementing the California Land Conservation Act of 1965, 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. The 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. 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.
18. 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 attorneys fees and costs of suit together with any other costs necessary for enforcement of the provisions of the Contract.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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:

DESIGNATED AGENT:
MAILING ADDRESS:
IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

"OWNER"

Virginia C. Scott

Signature

COUNTY OF MARIPOSA

KEVIN CANN
Chair, Board of Supervisors

APPROVED AS TO FORM: ATTEST:

STEVEN W. DAHLEM MARGIE WILLIAMS
County Counsel Clerk of the Board

Land Conservation Act Contract No. 2009-134
Attachment 5
Draft Contract No. 2010-031, Ichord
MARIPOSA COUNTY
LAND CONSERVATION ACT CONTRACT

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 2010-031, made and executed this _____ day of ____________, 2010, by and between Greg Ichord and Robert W. Ichord, Trustee 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".

Being a modification of CALIFORNIA LAND CONSERVATION ACT CONTRACT No. 82-1 made and executed on the 25th day of January, 1983, by and between Robert W. Ichord et al, or the successors thereof, and COUNTY pursuant to item 11 of said contract. Said contract was recorded on the 25th day of February 1983 in Volume 246 of Official Records, Page 143, Mariposa County Records.

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 agricultural 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 78-15, 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

[Signature]
WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural 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 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 recodarion 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. 77-157 dated October 18, 1977, and all amendments thereto, implementing the California Land Conservation Act of 1965 in the County of Mariposa; said Resolution No. 77-157 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 this _____ day of ____________, 2010 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 on the 31st day of each December, 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 December 31, 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 within Contract shall run with the land described herein, and shall be binding upon the heirs, successors, and assigns of OWNER.
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, 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 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.
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. 77-157, attached hereto as Exhibit “B” entitled “Mariposa County Resolution No. 77-157 Implementing the California Land Conservation Act of 1965, 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. The 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. 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.
18. 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 attorneys fees and costs of suit together with any other costs necessary for enforcement of the provisions of the Contract.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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:

   DESIGNATED AGENT:    Paul Ichord
   MAILING ADDRESS:      2718 Crabtree Road
                           Waterford, CA 95386
IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

"OWNER"

Paul Ichord
Signature

COUNTY OF MARIPOSA

KEVIN CANN
Chair, Board of Supervisors

APPROVED AS TO FORM:                  ATTEST:

STEVEN W. DAHLEM                      MARGIE WILLIAMS
County Counsel                       Clerk of the Board

Land Conservation Act Contract No. 2010-031
MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Planning Department
P.O. Box 2039
Mariposa, CA 95338


Project Address: 6279 and 6314 Hornitos Road; Catheys Valley.


Description of Project: Lot Line Adjustment No. 2009-122 proposes to adjust the boundary between three parcels, APN 011-260-015 (Parcel A; 5.04 acres existing/7.99 acre proposed), APN 011-260-016 (Parcel B; 159.31 acres existing/164.29 acres proposed), and APN 011-260-001 (Parcel C; over 1,450 acres existing and will lose approximately 8 acres). The project parcels are in the Agriculture/Working Landscape General Plan land use and the Agriculture Exclusive zoning designation, both of which establish a minimum parcel size of 160 acres. Consequently, one of the project parcels is considered non-conforming relative to existing parcel size. It becomes larger as a result of the adjustment. Two of the parcels are conforming relative to existing and proposed parcel sizes. All three of these parcels are also in Williamson Act (Land Conservation Act) contracts. Parcels A and B are in a 1,311 acre contract (Mariposa County Contract No. 18) which encumbers a total of fourteen (14) parcels. Parcel C is in a 1,513 acre contract (Mariposa County Contract No. 82-2). The project includes an amendment to the boundary of the two contracts, as allowed by state law. The amendment will total approximately 6 acres, which is less than 10% of either contract. The project is proposed to make the adjusted northerly boundary of Parcel B coincide with Hornitos Road; the adjusted southerly boundary of Parcel C coincide with the centerline of Hornitos Road and Parcel A, and the adjusted southerly boundary of Parcel A coincide with the centerline of Hornitos Road. This adjustment will reflect existing lines of occupation. The site is located at 6279 and 6314 Hornitos Road. Consequently, this project includes Land Conservation Act Modification No. 2009-134 and Land Conservation Act Modification No. 2010-031, which will modify a portion of Land Conservation Act Contract No. 18 and Land Conservation Act Contract No. 82-2. The amendment to the contract will total approximately 6 acres, which is less than 10% of either contract.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Revision date: April 7, 2004
Name of Person (Applicant) Carrying Out Project: Hornitos Ranch LTD and Greg and Robert Ichord

Exempt Status: Categorical Exemption, Class 5; Section 15301(a), CEQA Guidelines

Reason Why Project is Exempt: Minor lot line adjustment in an area with a slope of less than 20% and Land Conservation Act Contract modification to reflect adjustment, neither of which have the potential to increase development.

Lead Agency Contact Person: Alvaro Arias, Assistant Planner

Phone Number: (209) 742-1218

Mariposa County Planning Department by:

Kris Schenk
Planning Director

Date: 12/06/2010