



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
120 WEST FIR STREET · FT. BRAGG · CALIFORNIA · 95437

JULIA KROG, DIRECTOR
TELEPHONE: 707-234-6650
FAX: 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.org
www.mendocinocounty.org/pbs

October 19, 2023

Department of Transportation
Environmental Health - Ukiah
Building Inspection - Ukiah
Assessor
Farm Advisor
Agriculture Commissioner

Air Quality Management
Archaeological Commission
Sonoma State University
Resource Lands Protection Committee
Department of Forestry/ CalFire
-Land Use

Department of Fish and Wildlife
County Addresser
Cloverdale Rancheria
Redwood Valley Rancheria
Sherwood Valley Band of Pomo Indians
Anderson Valley Community Services

CASE#: AP_2023-0040

DATE FILED: 9/25/2023

OWNER: ANDERSON VINEYARDS INC

APPLICANT: ROBERT GIBSON

AGENT: JAMES R. BARRETT

REQUEST: Administrative Permit for the use of a proposed single-family residential structure as Farm Employee Housing. The Project also includes the removal of an existing residence, a replacement septic system, and driveway improvements.

LOCATION: 5.5± miles northwest of Philo, on the southwest side of Clark Road (CR 130B), 800± feet from its intersection with State Route 128, located at 3150 Clark Road, Philo (APNs: 026-280-53 and 026-270-40).

SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: LIAM CROWLEY

RESPONSE DUE DATE: November 2, 2023

PROJECT INFORMATION CAN BE FOUND AT:

www.mendocinocounty.org

Select "Government" from the drop-down; then locate Planning and Building Services/Public Agency Referrals.

Mendocino County Planning & Building Services is soliciting your input, which will be used in staff analysis and forwarded to the appropriate public hearing. You are invited to comment on any aspect of the proposed project(s). Please convey any requirements or conditions your agency requires for project compliance to the project coordinator at the above address, or submit your comments by email to pbs@mendocinocounty.org. Please note the case number and name of the project coordinator with all correspondence to this department.

We have reviewed the above application and recommend the following (please check one):

- No comment at this time.
Recommend conditional approval (attached).
Applicant to submit additional information (attach items needed, or contact the applicant directly, copying Planning and Building Services in any correspondence you may have with the applicant)
Recommend denial (Attach reasons for recommending denial).
Recommend preparation of an Environmental Impact Report (attach reasons why an EIR should be required).
Other comments (attach as necessary).

REVIEWED BY:

Signature Department Date

CASE: AP_2023-0040

OWNER: ANDERSON VINEYARDS INC

APPLICANT: ROBERT GIBSON

AGENT: JAMES R. BARRETT

REQUEST: Administrative Permit for the use of a proposed single-family residential structure as Farm Employee Housing. The Project also includes the removal of an existing residence, a replacement septic system, and driveway improvements.

LOCATION: 5.5± miles northwest of Philo, on the southwest side of Clark Road (CR 130B), 800± feet from its intersection with State Route 128, located at 3150 Clark Road, Philo (APNs: 026-280-53 and 026-270-40).

APN/S: 026-280-53 & 026-270-40

PARCEL SIZE: 43± Acres

GENERAL PLAN: Rangeland (RL)

ZONING: Rangeland (R-L)

EXISTING USES: Residential, Agricultural

DISTRICT: 5th (Williams)

RELATED CASES: See below.

	<u>ADJACENT GENERAL PLAN</u>	<u>ADJACENT ZONING</u>	<u>ADJACENT LOT SIZES</u>	<u>ADJACENT USES</u>
NORTH:	Rangeland (RL)	Rangeland (R-L)	10± Acres	Agricultural/Residential
EAST:	Agricultural (AG)	Agricultural (A-G)	20± Acres	Agricultural
SOUTH:	Rangeland (RL)	Rangeland (R-L)	35± Acres	Agricultural
WEST:	Rangeland (RL)	Rangeland (R-L)	80± Acres	Agricultural

REFERRAL AGENCIES

LOCAL

- Agricultural Commissioner
- Air Quality Management District
- Archaeological Commission
- Assessor's Office
- Building Division (Ukiah)
- County Addresser
- Department of Transportation (DOT)
- Environmental Health (EH)

- Farm Advisor
- Anderson Valley Community Services District
- Resource Lands Protection Com.
- Sonoma State University

STATE

- CALFIRE (Land Use)
- California Dept. of Fish & Wildlife

TRIBAL

- Cloverdale Rancheria
 - Redwood Valley Rancheria
 - Sherwood Valley Band of Pomo Indians
-

ADDITIONAL INFORMATION: Related cases include the following.

- Certificate of Compliance CC #7-2001 established the original lot configuration.
- Boundary Line Adjustment B_2019-0007 established the current lot configuration. APN 026-280-53 & 026-270-40 appear to be a single legal lot.
- Board of Supervisors Resolution No. 71-295 established Agricultural Preserve No. 229. The subject lot is within this Preserve.

STAFF PLANNER: LIAM CROWLEY

DATE: 10/17/2023

ENVIRONMENTAL DATA

1. MAC:

GIS

None

2. FIRE HAZARD SEVERITY ZONE:

CALFIRE FRAP maps/GIS

Moderate

3. FIRE RESPONSIBILITY AREA:

CALFIRE FRAP maps/GIS

State Responsibility Area

4. FARMLAND CLASSIFICATION:

GIS

Grazing Land (G)

5. FLOOD ZONE CLASSIFICATION:

FEMA Flood Insurance Rate Maps (FIRM)

None

6. COASTAL GROUNDWATER RESOURCE AREA:

Coastal Groundwater Study/GIS

N/A

7. SOIL CLASSIFICATION:

Mendocino County Soils Study Eastern/Western Part

Western Soil Class Map Unit No. 187

8. PYGMY VEGETATION OR PYGMY CAPABLE SOIL:

LCP maps, Pygmy Soils Maps; GIS

N/A

9. WILLIAMSON ACT CONTRACT:

GIS/Mendocino County Assessor's Office

Yes

10. TIMBER PRODUCTION ZONE:

GIS

No

11. WETLANDS CLASSIFICATION:

GIS

Freshwater Emergent Wetland approx. 450± feet southwest of project site

12. EARTHQUAKE FAULT ZONE:

Earthquake Fault Zone Maps; GIS

No

13. AIRPORT LAND USE PLANNING AREA:

Airport Land Use Plan; GIS

No

14. SUPERFUND/BROWNFIELD/HAZMAT SITE:

GIS; General Plan 3-11

No

15. NATURAL DIVERSITY DATABASE:

CA Dept. of Fish & Wildlife Rarefind Database/GIS

No

16. STATE FOREST/PARK/RECREATION AREA ADJACENT:

GIS; General Plan 3-10

No

17. LANDSLIDE HAZARD:

Hazards and Landslides Map; GIS; Policy RM-61; General Plan 4-44

No

18. WATER EFFICIENT LANDSCAPE REQUIRED:

Policy RM-7; General Plan 4-34

No

19. WILD AND SCENIC RIVER:

www.rivers.gov (Eel Only); GIS

No

20. SPECIFIC PLAN/SPECIAL PLAN AREA:

Various Adopted Specific Plan Areas; GIS

No

21. STATE CLEARINGHOUSE REQUIRED:

Policy

No

22. OAK WOODLAND AREA:

USDA

No

23. HARBOR DISTRICT:

Sec. 20.512

No



PLANNING & BUILDING SERVICES

Case No: AP 2023-0040
Date Filed: 9/25/23
Fee: \$1,623.00
Receipt No: PRJ-058607
Received By: LUZ
Office Use Only

APPLICATION FORM

APPLICANT:

Name: ROBERT GIBSON
Phone: 707-272-5282
Mailing Address: P.O. BOX 67, 4501 Hwy 128
City: PHILO State/Zip: CA 95466 Email: rgibson@croederestate.net

PROPERTY OWNER:

Name: ANDERSON VINEYARDS, INC.
Phone: 707-895-2288
Mailing Address: P.O. BOX 67
City: PHILO State/Zip: CA, 95466 Email: rgibson@croederestate.net

AGENT:

Name: JAMES R. BARRETT
Phone: 707-391-5824
Mailing Address: 250 W. GOBBI ST, #4
City: UKIAH State/Zip: CA 95482 Email: jbarrett@pacific.net

ASSESSOR'S PARCEL NUMBER/S: 026-280-53; 026-270-40 (4896)±

TYPE OF APPLICATION:

- Administrative Permit (checked)
Agricultural Preserve: New Contract
Agricultural Preserve: Cancellation
Agricultural Preserve: Rescind & ReEnter
Airport Land Use
Development Review
Exception
Flood Hazard Development Permit
General Plan Amendment
Land Division - Minor
Land Division - Major
Land Division - Parcel
Land Division - Re-Subdivision
Modification of Conditions
Reversion to Acreage
Rezoning
Use Permit - Cottage
Use Permit - Minor
Use Permit - Major
Use Permit - Modification
Variance
Other

I certify that the information submitted with this application is true and accurate.

Signature of Applicant/Agent: James Barrett
Date: 9/23/23
AUTHORIZED

Signature of Owner: James Barrett
Date: 9/23/23
AUTHORIZED

SITE AND PROJECT DESCRIPTION QUESTIONNAIRE

The purpose of this questionnaire is to relate information concerning your application to the Department of Planning and Building Services and other agencies who will be reviewing your project proposal. Please remember that the clearer picture that you give us of your project and the site, the easier it will be to promptly process your application. Please answer all questions. Those questions which do not pertain to your project please indicate "Not applicable" or "N/A".

THE PROJECT

1. Describe your project. Include secondary improvements such as wells, septic systems, grading, vegetation removal, roads, etc.

REMOVE EXISTING DWELLING STRUCTURE (2 BR RM) BUILT IN
1943 (30 X 32 - 960 SQFT.) AND REPLACE WITH A (3 BR RM)
DWELLING STRUCTURE (36 X 42 - 1512 SQFT.). CONSTRUCT REPLACEMENT
SEPTIC SYSTEM; UPGRADE DRIVEWAY / ACCESS TO CAL FIRE
REQUIREMENTS (ATTACHED); CONSTRUCTION TO BE IN SAME
BUILDING (EXISTING AREA) ENVELOPE AT RANCH HOUSE SITE.
ADMINISTRATIVE PERMIT FOR CONTINUED FARM EMPLOYEE USE.

2. Structures/Lot Coverage	NO. OF UNITS		SQUARE FOOTAGE		
	EXISTING	PROPOSED	EXISTING	PROPOSED	TOTAL
<input checked="" type="checkbox"/> Single Family	RANCH USE	RANCH USE	2000 ±	2000 ±	2000 ±
<input type="checkbox"/> Mobile Home					
<input type="checkbox"/> Duplex	EXISTING DWLG 30 X 32	REPLACE EXISTING DWLG 36 X 42	30 X 32	36 X 42	1512 ±
<input type="checkbox"/> Multifamily					
<input type="checkbox"/> Other:					
<input type="checkbox"/> Other:					
GRAND TOTAL (Equal to gross area of Parcel):					3500 ±

3. If the project is commercial, industrial or institutional, complete the following:

Estimated No. of Employees per shift: NA

Estimated No. of shifts per day: NA

Type of loading facilities proposed: NA

4. Will the project be phased?

YES NO If yes, explain your plans for phasing:

5. Will vegetation be removed on areas other than the building sites and roads?

YES NO If no, explain:

6. Will the project involve the use or disposal of potentially hazardous materials such as toxic substances, flammables, or explosives?

YES NO If yes, explain:

7. How much off-street parking will be provided?

	Number	Size
No. of covered spaces:	0	_____
No. of uncovered spaces:	2+	_____
No. of standard spaces:	2+	_____
No. of accessible spaces:	0	_____
Existing no. of spaces:	2+	_____
Proposed additional spaces:	0	_____
Total:	2+	_____

8. Is any road construction or grading planned? If yes, grading and drainage plans may be required.

YES NO Also, please describe the terrain to be traversed. (e.g., steep, moderate slope, flat, etc.)

DRIVEWAY / ACCESS AND PARKING TO BE UPGRADED
TO CAL FIRE (FIRE SAFE) STANDARDS INCLUDING GRADE,
WIDTH, AND SURFACING.

9. For grading or road construction, complete the following:

Amount of cut: 0 cubic yards
Amount of fill: 0 cubic yards
Max. height of fill slope: 0 feet
Max. height of cut slope: 0 feet
Amount of import/export: 0 cubic yards
Location of borrow or disposal site: NA

10. Does the project involve sand removal, mining or gravel extraction? If yes, detailed extraction, reclamation and monitoring plans may be required.

YES NO

11. Will the proposed development convert land currently or previously used for agriculture to another use?

YES NO

12. Will the development provide public or private recreation opportunities?

YES NO If yes, explain how:

13. Is the proposed development visible from State Highway 1 or other scenic route?

YES NO

14. Is the proposed development visible from a park, beach or other recreational area?

YES NO

15. Does the development involve diking, filling, dredging or placing structures in open coastal water, wetlands, estuaries or lakes?

Diking: YES NO

Filling: YES NO

Dredging: YES NO

Structures: Open Coastal Waters Wetlands Estuaries Lakes

If so, what is the amount of material to be dredged/filled?: NA cubic yards

Location of dredged material disposal site?: NA

Has a U.S. Army Corps of Engineers permit been applied for? YES NO NA

16. Will there be any exterior lighting?

YES NO If yes, describe below and identify the location of all exterior lighting on the plot and building plans.

PORCH LIGHTS / DIRECTED / SHIELDED DOWNWARD SEE
CONSTRUCTION PLANS.

EXISTING

17. Utilities ~~will~~ be supplied to the site as follows:

Electricity: Utility Company (service exists to parcel)
 Utility Company (requires extension of service to site): _____ feet _____ miles
 On Site Generation – Specify:

Gas: Utility Company/Tank
 On Site Generation – Specify:
 None

Telephone: YES NO

18. What will be the method of sewage disposal?

- Community Sewage System (specify supplier): _____
- Septic Tank
- Other (specify): UPGRADE EXISTING PLANS SUBMITTED TO MCDPAH,

19. What will be the domestic water source:

- Community Water System (specify supplier): _____
- Well
- Spring
- Other (specify): _____

20. Are there any associated projects and/or adjacent properties under your ownership?

- YES NO If yes, explain: (e.g., Assessor's Parcel Number, address, etc.)

PINOLO RANCHO ADJOINING TO SOUTH CLARK
RANCHO TO THE NORTH AND ROEDERER WINERY
TO NORTH.

21. List and describe any other related permits and other public approval required for this project, including those required by other County departments, city, regional, State and Federal agencies:

MCDPAH - SEPTIC SYSTEM APPROVAL
CAL FIRE - FIRE SAFE STANDARDS.

22. Describe the location of the site in terms of readily identifiable landmarks: (e.g., mailboxes, mile posts, street intersections, etc.)

3150 CLARK RD, PINOLO, FROM BOONVILLE VIA HWY 128 WEST
TO CLARK RD, PINOLO. TURN LEFT (SOUTH) ONTO DRIVEWAY
ACCESS 0.15 MILE, DRIVE TO PROJECT SITE. LOCKED GATES
(SEE BOB WILSON, 707-272-5282 FOR ACCESS COMBO AT
ROEDERER ESTATE WINERY)

23. Are there existing structures on the property? If yes, describe below and identify the use of each structure on the plot plan or tentative map if the proposal is for a subdivision.

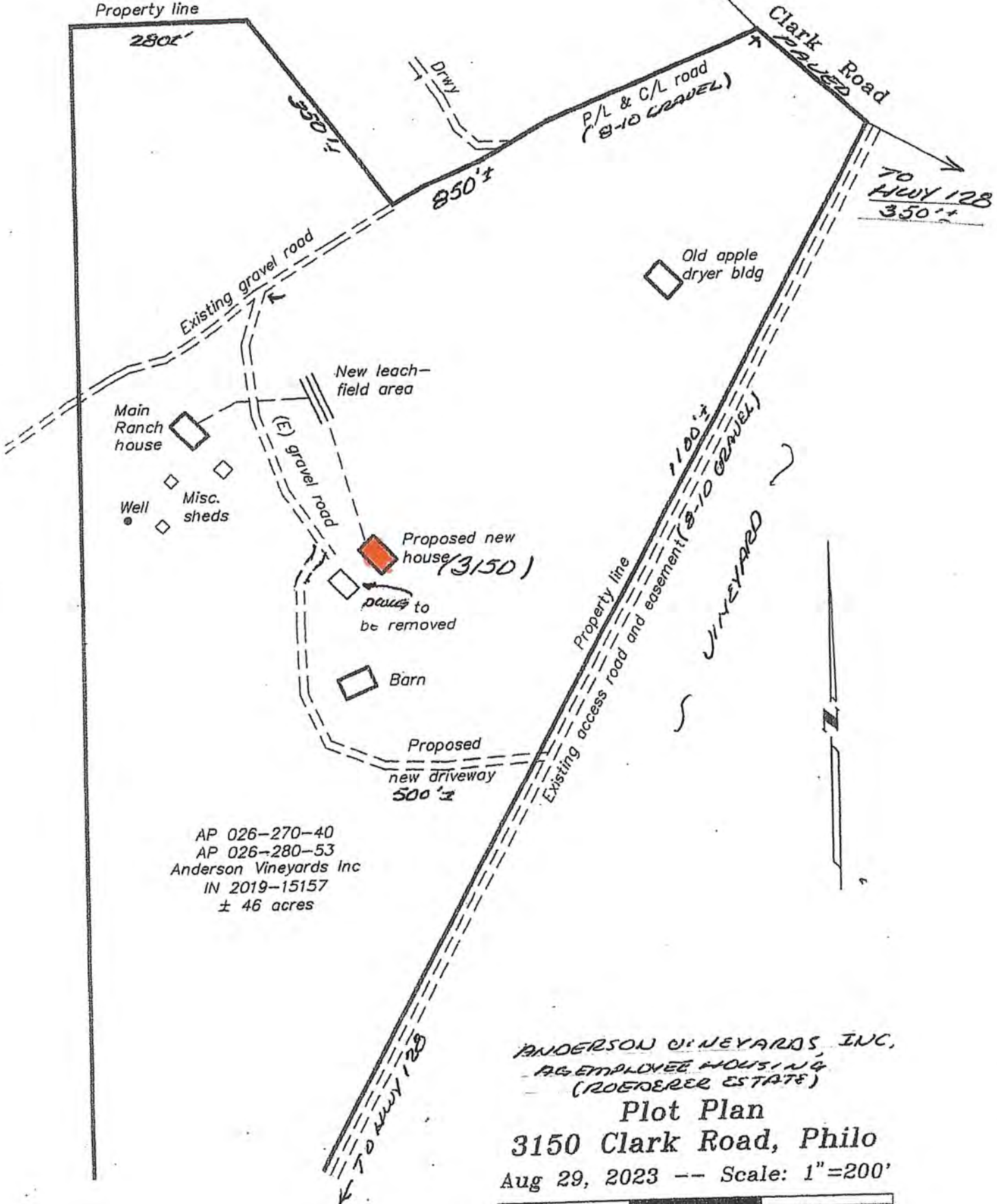
- YES NO

SEE ATTACHED PLOT PLAN: MAIN RANCH HOUSE, BARNS,
SHEDS, OUT BUILDINGS.

24. Will any existing structure be demolished or removed? If yes, describe the type of development to be demolished or removed, including the relocation site, if applicable.

- YES NO

2 BR RM DWELING CONSTRUCTED IN 1940 TO BE REPLACED



AP 026-270-40
 AP 026-280-53
 Anderson Vineyards Inc
 IN 2019-15157
 ± 46 acres

ANDERSON VINEYARDS, INC.
 AG EMPLOYEE HOUSING
 (ROEBER ESTATE)

Plot Plan
 3150 Clark Road, Philo
 Aug 29, 2023 -- Scale: 1"=200'



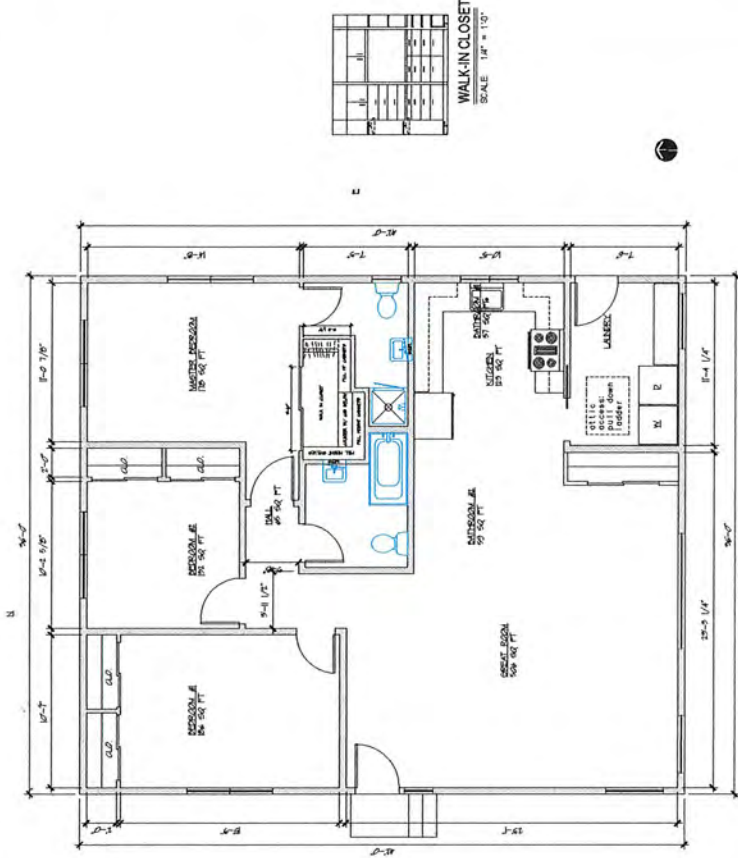
Steven Wood Architect
 PO BOX 166
 BOONVILLE, CA 95415
 707-895-1500
 stevenwood19@gmail.com

REVISIONS DATE
 MAILED FOR REVIEW 22 MAY 22 9:00

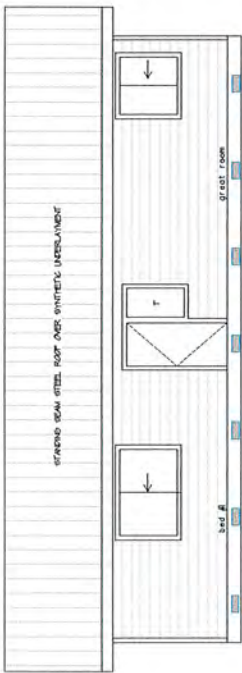
ROEDERER ESTATE LLC.
 WORKER HOUSING
 3150 CLARK ROAD
 PHILO, CA 95466
 AP # 026-025-007

DESIGNED BY	STEVEN WOOD ARCHITECT
SCALE	AS NOTED
DATE	MAY 22
DRAWN BY	GW
DWG NUMBER	210
ISSUANCE NUMBER	

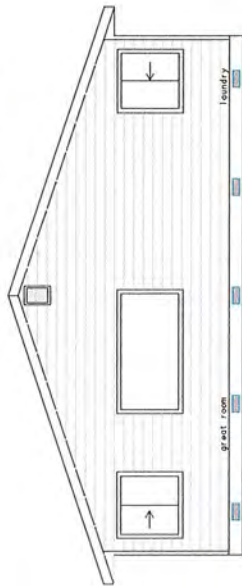
2



FLOOR PLAN
 SCALE: 1/8" = 1'-0"



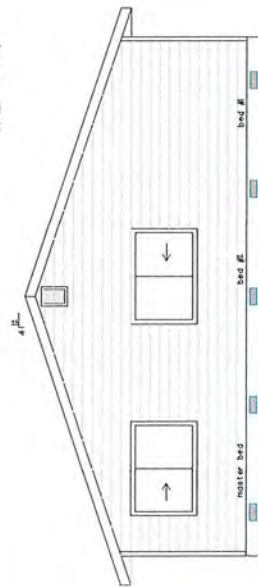
WEST ELEVATION
 SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



EAST ELEVATION
 SCALE: 1/8" = 1'-0"



NORTH ELEVATION
 SCALE: 1/8" = 1'-0"

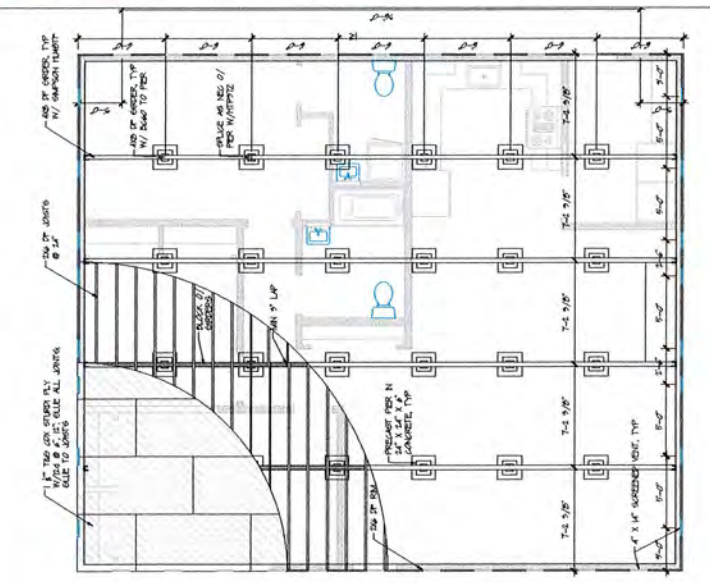
Steven Wood Architect
 PO BOX 166
 BOONVILLE, CA 95415
 707-952-1500
 stevenwood94@gmail.com

REVISIONS DATE
 HOLD FOR REVIEW TO MAY 10 2017

ROEDERER ESTATE LLC.
 WORKER HOUSING
 3150 CLARK ROAD
 PHILO, CA 95466
 AP # 026-025-007

DRAWING TITLE	STRUCTURAL PLANS DETAILS
SCALE	AS NOTED
DATE	MAY 15
DESIGNED BY	SW
CHECKED BY	SW
DRAWING NUMBER	210

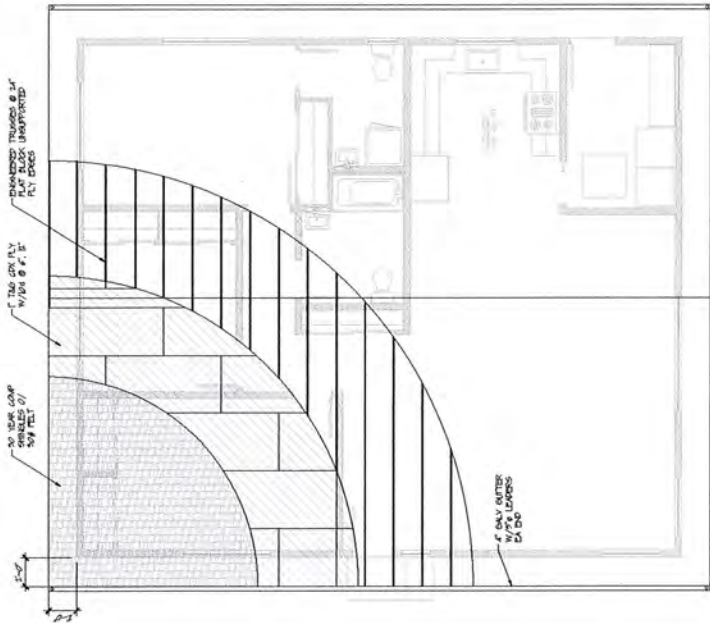
3



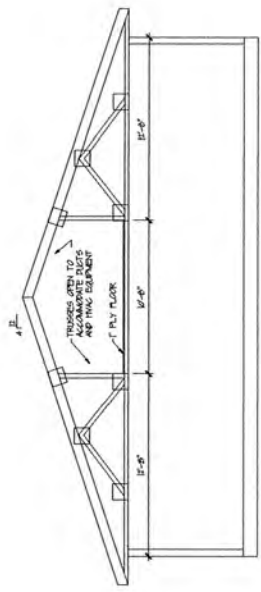
FOUNDATION PLAN
 SCALE: 1/4" = 1'-0"

UNDER FLOOR VENTING CALCULATIONS:
 REQUIRED FREE VENT AREA = AREA VENTED / REQ NET FREE VENTILATION AREA
 USE 4" X 14" VENTS WITH 1/2" CORROSION RESISTANT MESH WITH 1/2" SPACING. NET AREA = 5" X 14" SQUARE FACTOR OF 0.84 = 57.12 SQ. FT.
 57.12 SQ. FT. / 1.15 = 49.67 SQ. FT. = 49.67 SQ. FT. X 14" = 695.38 IN.
 695.38 IN. / 12 = 57.95 FT. = 58 FT. TOTAL REQUIRED PERIMETER
 PERIMETER VENTS IN 20' LONG AREAS @ 20' SPACING. PLACE VENTS AT CORNERS W/ 1/4" OF CORNER.

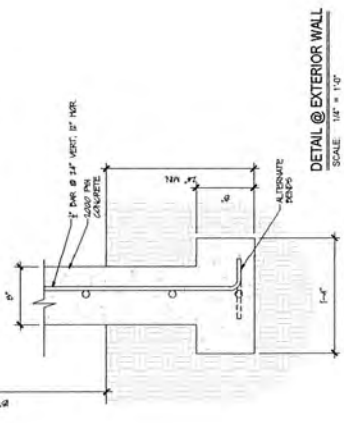
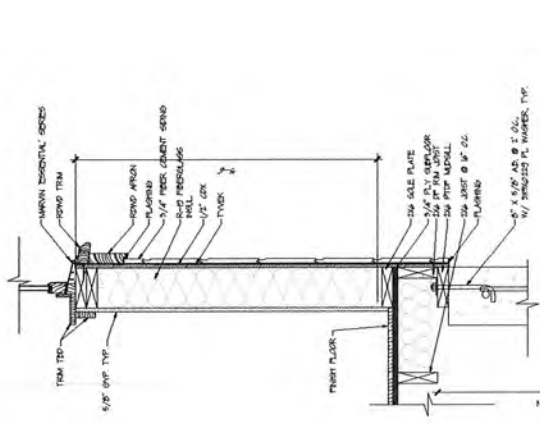
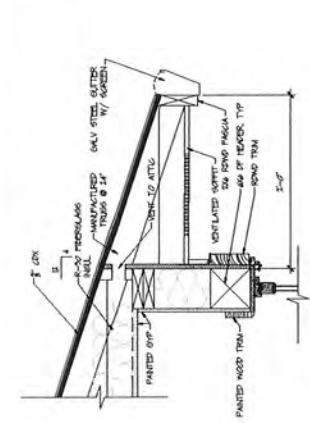
VENTING CALCULATION



ROOF PLAN
 SCALE: 1/4" = 1'-0"



TRUSS SCHEMATIC
 SCALE: 1/4" = 1'-0"



DETAIL @ EXTERIOR WALL
 SCALE: 1/4" = 1'-0"



STATE FIRE SAFE REGULATIONS

CONDITIONS OF APPROVAL

Applicant Name:		Robert Gibson (Anderson Vineyards)			
Project Address:		3150 Clark Road			
City:	Philo	State:	CA	Zip Code:	95466
Review Date:	9-9-2023	APN:	026-280-53		
CAL FIRE #:	111-23	Building Permit #:			

The CAL FIRE Mendocino Unit has reviewed this Building Permit application. Based upon the Unit's review, the following conditions shall be incorporated prior to approval of permit issuance as required by Title 14 of the California Code of Regulations, Division 1.5, Chapter 7, Sub-chapter 2, Article 1, §1270.03

You must comply with the following marked (X) standards below to obtain FINAL CLEARANCE

ROAD STANDARD §1273.01-§1273.06, §1273.08 - §1273.09

- All roads shall be constructed to provide two 10' traffic lanes, not including shoulder and striping.
- Roadway shall be designed and maintained to support 75,000lb and provide an aggregate base. Project applicant shall provide engineering specifications to support design if requested.
- The grades for all roads, streets, private lanes, and driveways shall not exceed 16%.
- No roadway shall have an inside radius curvature of less than 50' and additional width of 4' shall be added to curves of 50-100'.
- Turnarounds are required on driveways and dead-end roads. The minimum turning radius shall be 40 feet not including parking. If a hammerhead "T" is used the top of the "T" shall be a minimum of 60' in length.
- Turnouts shall be a minimum of 12' wide by 30' long and 25' tapers on each end.
- All one-way roads shall provide a minimum 12' traffic lane, not including shoulders. All one-way roads shall connect to a two-lane road at both ends. In no case shall it exceed 2640' in length and a turnout shall be placed at the approximate mid-point.



Maximum lengths for dead end roads:

- Parcels zoned less than 1 acre- 800'
- Parcels zoned 1-4.99 acres-1320'
- Parcels zoned 5-19.99 acres-2640'
- Parcels zoned 20 acres or larger- 5280'.
- Where parcels are zoned 5 acres or larger turnarounds shall be provided at maximum 1320' intervals.
- Each dead-end road shall have turn around constructed at its a terminus.

DRIVEWAY STANDARD §1273.01(c), §1273.02(b), §1273.03, §1273.05, §1273.06, §1273.09

- Minimum 10' wide with 14' unobstructed horizontal clearance and 15' unobstructed vertical clearance.
- Driveway shall have an all-weather surface, with no more than 16% grade, and minimum 50' radius inside curvature on all turns.
- Driveways exceeding 150' but less than 800' require a turnout near the midpoint, driveways exceeding 800' shall provide turnouts no more than 400' apart. Turnout shall be a minimum of 12' wide, 30' long with 25' tapers on each end.
- A turnaround shall be provided to all building sites on driveways more than 300' in length and shall be within 50' of the building, a 40' radius turnaround or 60' hammerhead "T" shall be utilized.
- Gates shall be a minimum 14' wide, all gates providing access shall be located at least 30' from the roadway. Security gates shall have an approved means of emergency operation.

ROADWAY STRUCTURE/BRIDGE STANDARD §1273.07

- All roadway structures shall be constructed to carry at least the maximum load and minimum vertical clearance as required by Vehicle Code Sections 35250, 35550, and 35750.
- The bridge shall be constructed and maintained in accordance with the American Association of State and Highway Transportation Officials Standard Specifications for Highway Bridges, 17th Edition. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus.
- Vehicle load limits shall be posted at both entrances to bridges.
- A bridge with only one lane shall provide for unobstructed view from one end to the other with turnouts at both ends.



SIGN STANDARD §1274.01- §1274.02

- Size of letters, numbers, and symbols for street and road signs shall be a minimum 4" letter height, ½" stroke, reflectorized, and contrasting with background color of sign. Visible from both directions of travel for at least 100'.
- Height of street and road signs shall be uniform county wide, newly constructed, or approved public and private roads must be identified by a name or number through a consistent countywide system. Signs shall be placed at the intersection of those roads, streets, or private lanes.
- A sign identifying traffic access or flow limitations, including but not limited to weight or vertical clearance limitations, dead end road, one way road, or single lane conditions shall be placed at the intersection preceding the access limitation and no more than 100' before such access limitation.

ADDRESS STANDARD §1274.03- §1274.04

- Address must be posted at beginning of construction and maintained thereafter.
- Minimum 4" letter height, ½" stroke, reflectorized with contrasting background, visible from both directions of travel.
- Multiple addresses on a single driveway shall be mounted on a single post.
- Address shall be placed at each driveway entrance

EMERGENCY WATER STANDARD §1275.01- §1275.04

Not Required

- Water systems equaling or exceeding the National Fire Protection Association (NFPA) 1142, 2012 Edition and California Fire Code CCR 24 part 9, shall be accepted as meeting the requirements of this article.
- The hydrant or fire valve shall be 18" above grade, 8' from flammable vegetation, no closer than 4' and no further than 12' from roadway, and in a location apparatus using it will not block the roadway.
- The hydrant shall be not less than 50' nor more than ½ mile from the building it is to serve, shall be located at a turnout or turnaround along the driveway to that building or along a road that intersects with driveway.
- The hydrant head shall be 2 ½" National Hose male thread with cap for pressure and gravity flow systems, and 4 ½" for draft systems. They shall have suitable crash protection.
- A reflectorized blue marker minimum of 3" diameter shall be mounted on a fire-retardant post within 3' of the hydrant. The marker shall be no less than 3' or more than 5' above grade.



MAINTAIN DEFENSIBLE SPACE AND FUELS MODIFICATION STANDARD §1276.01- §1276.04, §1299.01- §1299.05

- All parcels shall provide a minimum 30’ setback for all buildings from property lines and/ or the center of the road.
- Fuel modification and disposal of flammable vegetation and fuels caused by site development and construction, shall be completed prior to road construction or final inspection of building permit.
- Maintain defensible space 100’ from each side and front and rear of the structure(s), but not beyond the property line. The intensity of fuels management may vary within the 100’ perimeter of the structure, the most intense being within 30’ of the structure.
- Remove that portion of a tree that extends within 10 feet of a chimney or stovepipe.
- Maintain a tree, shrub, or other plant adjacent to or overhanging a structure.
- Maintain the roof structure free of leaves, needles, or other vegetative materials.

EXCEPTION REQUEST GRANTED

- See attached letter

EXCEPTION REQUEST DENIED

- See attached letter

Application Reviewed By:

Levi Linderman, Fire Captain Mendocino Unit

Please note that the comments noted above are based on a CAL FIRE State Fire Safe Regulation review only. There may be additional comments or information requested from other County Departments or Divisions reviewing this application submittal package. Should you have any questions, you may contact the CAL FIRE Mendocino Unit at (707) 459-7414 or email at Mendocino4290@fire.ca.gov.

For current State Fire Regulations, please visit <https://govt.westlaw.com/calregs>.

**California Code of Regulations
 Title 14- Natural Resources
 Division 1.5- Department of Forestry
 Chapter 7- Fire Protection
 Subchapter 2- SRA/VHFHSZ Fire Safe Regulations**



CAL FIRE File #
* FOR OFFICE USE ONLY *

STATE FIRE SAFE REGULATIONS APPLICATION

Building / Project Site Information	
Address: <i>3150 CLARK RD</i>	APN: <i>026-280-53</i>
City: <i>PHILO, CA.</i>	Zip Code: <i>95466</i>
Property Owner	
Name: <i>ANDERSON VINEYARDS, INC.</i> <i>ATTN: ROBERT GIBSON</i>	
Mailing Address: <i>P.O. BOX 67</i> <i>SEE FOR GATE INFO/ACCESS</i>	
City: <i>PHILO</i>	State: <i>CA.</i>
Zip Code: <i>95466</i>	Phone: <i>707-895-2288</i>
Email: <i>rgibson@roedererestate.net</i>	
Agent Representing Property Owner	
Name: <i>JAMES R. BARRETT</i>	
Mailing Address: <i>250 W. GOBBI ST. #4</i>	
City: <i>UKIAH</i>	State: <i>CA</i>
Zip Code: <i>95482</i>	Phone: <i>707-391-5824</i>
Email: <i>jrbarr@pacific.net</i>	
Mail Correspondence to (choose one)	
<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Agent
<input type="checkbox"/> Pick Up at CAL FIRE Howard Forest	
Project Information	
<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> Commercial
<input checked="" type="checkbox"/> New Building	<input type="checkbox"/> Class K
<input type="checkbox"/> Remodel/ Addition	<input checked="" type="checkbox"/> Replacement
	<input type="checkbox"/> Subdivision
	<input type="checkbox"/> Other
Dwelling Sq. Ft: <i>1512</i>	Attached Garage Sq. Ft: <i>0</i>
Accessory Building(s) Sq. Ft: <i>0</i>	Detached Garage/ Shop Sq. Ft: <i>0</i>
Agricultural Building(s) Sq. Ft: <i>0</i>	Other Structure Sq. Ft: <i>0</i>
TOTAL SQUARE FEET: <i>1512</i>	
Briefly describe the structure(s) to be built: <i>REPLACE AN EXISTING 960 SQFT (30X32) 2 BEDROOM DWELLING WITH A (36X42) 3 BEDROOM DWELLING. 1512 SQ FT. REMOVE/DEMOLISH EXISTING DWLG.</i>	



Project Information Continued			Yes	No
1. Was the subject parcel created PRIOR to January 1, 1991?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
2. Is the structure within a ½ mile driving distance of a working fire hydrant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
3. Is the structure within a 5-mile driving distance of a year-round fire station? (3.9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4. Is the subject parcel 1 acre or larger?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
5. Will the proposed structure(s) be 30 ft. or more from ALL property lines <i>min 50'</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
6. Will your project require construction of a new road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
7. Will your project require extension of an existing road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered YES to question 6 or 7:	How many feet?	Maximum grade (%)?		
8. Will your project require construction of a new driveway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
9. Will your project require extension of an existing driveway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered YES to question 8 or 9:	How many feet? <i>500'</i>	Maximum grade (%)? <i>LEVEL</i>		
If you answered No to (one or more) questions 6-9, describe the existing road/driveway: <i>NOTE: EXISTING DRIVEWAYS, ACCESS RD TO BE LOOPED AND CONNECTED SEE PLOT PLAN.</i>				
10. Is there an existing bridge(s) on the parcel that provide access to the project site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11. Will a bridge be installed/ constructed to provide access to project site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Is a plot plan attached as per the instructions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Subdivision Information (only required for subdivision)				
Current acreage before split? <i>NA</i>	How many parcels will be created? <i>NA</i>			
Acreage of each newly created parcel? <i>NA</i>				
Timber and Land Conversion Activities				
13. Will trees be cut and timber products be sold, bartered, traded, or exchanged?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
14. Will timberland be converted to a non-timber growing use?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If YES on questions 13 or 14, a harvest permit may be required from CAL FIRE Resource Management FOR QUESTIONS RELATED TO TIMBER OR LAND CONVERSION CALL (707) 459-7440				
Exception Request				
15. Will your project require an exception to ANY of the Fire Safe Regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If YES on question 15, attach a separate page identifying the applicable section pertinent to your request, facts supporting the request, and details of the exception or mitigation measures proposed, and a map showing the proposed location of the exception or mitigation measure.				

I hereby agree to maintain the property in compliance with the Fire Safe Regulations established in the Public Resources Code Section 4290. The information submitted in this application is complete and accurate to the best of my knowledge.

Signature of property owner or authorized agent: <i>James R. Barrett, AGENT</i>	
Date: <i>1/1/23</i>	Print Name: <i>JAMES R. BARRETT</i>



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
 860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
 120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

JULIA KROG, DIRECTOR
 PHONE: 707-234-6650
 FAX: 707-463-5709
 FB PHONE: 707-964-5379
 FB FAX: 707-961-2427
 pbs@mendocinocounty.org
 www.mendocinocounty.org

Mendocino County

**Landowners Statement of Compliance
 With the Williamson Act**

OCT 13 2023

Planning & Building Services

The Mendocino County Planning and Building Services Department cannot take action on any application for a new structure or use on a parcel restricted by a Williamson Act Contract until sufficient evidence is presented to the County that the proposed new use or structure is consistent with the Williamson Act Contract. This questionnaire provides information that enables the County to make findings of compliance with the Contract. Please provide a copy of your Williamson Act Contract with this questionnaire.

ANDERSON VINEYARDS, INC.
 Property Owner's Name

Additional Property Owner(s) within Contract

P.O. BOX 67
 Mailing Address

Mailing Address

PHILO, CA 95466
 City/Town State/Zip

City/Town State/Zip

707-895-2288
 Phone

Phone

rgibson@roedererestate.net
 E-mail address (optional)

E-mail address (optional)

Assessor(s) Parcel Numbers and acreage of all property within the contract (attach additional pages as necessary)

APN'S 26-24-23, 24, 37, 38 TP2/OUT) 372.91 AC
26-27-36, 37, 31, 35, 34 (CUARK) - 80. TP2 292.91 AC

26-28-52, 53 Williamson Act Contract Number
AG PRES #229 R 71-295 Date of Contract
 Copy of Contract to be included by property owner with this questionnaire. CONTRACT BOOK 849
PAGE 200 OR

1. Description of proposed project. Explain how this project will be incidental to your Williamson Act Contract:
CONSTRUCT AG EMPLOYEE HOUSING, (SINGLE FAMILY
RESIDENCE FOR EMPLOYEE), SEC. 20.060.015 MCC REPLACE
EXISTING STRUCTURE

2. Explain how the property is currently used:

VINEYARDS PROVIDING FRUIT FOR WINERY ROEDERER
ESTATE, BARUS, POUNDS.

3. Describe all existing buildings on the property, including their size, location, and use. Please show them on a site plan. Please give exact square footage of all structures.

SEE SITE PLAN. RANCH HOUSE 2000 ^{sq ft}, ADDITIONAL
DWELLING 900+ ^{sq ft}, SHEDS, BARN, PUMP HOUSE, ETC.

4. Describe the agricultural operation, acres devoted to crop or livestock and annual income from the agricultural operation. What is your long-term intent for the property?

GRAPE PRODUCTION FOR WINE MAKING. EIGHTY FIVE (85)
ACRES PLANTED + PONDS. \$ 670,000 ANNUAL INCOME.
CONTINUE TO IMPROVE THE PROPERTY FOR VINEYARD.

5. Will the proposed structure or use remove any land from agricultural production? Yes No. If yes, please describe the acreage/square footage and type of use being removed:

REPLACE EXISTING STRUCTURE IN SAME BUILDING ENVELOP
AREA WHERE UTILITIES CURRENTLY AVAILABLE.

6. Explain how any new structures or operations on the parcel will affect the existing agricultural operations on the existing parcels or on adjoining or nearby lands. Does the use/structure displace any agricultural area or impair agricultural operations?

NEW / REPLACEMENT STRUCTURE WILL PROVIDE EMPLOYEE
HOUSING FOR VINEYARD OPERATION. EMPLOYEE & FAMILY WILL
BE ON SITE. POSITIVE IMPACT FOR HANDS ON AT VINEYARD
AND SECURITY. FIRE PROTECTION / RESPONSE IS IMPROVED.

7. The Landowner hereby makes the following representations:

- a) I acknowledge that the activity, use, or construction as proposed will be conducted in such a way as to maintain the agricultural viability of the parcel;

- b) I am aware of the provisions of the Williamson Act (Section 51250 of the California Government Code) and of the allowable uses on Williamson Act properties as defined by Mendocino County Code Chapter 22.08;
- c) I understand that AB1492 (Government Code Section 51250) defines specific and substantial penalties if construction on the parcel is found by the County of Mendocino or State of California to result in a material breach of the contract provisions;
- d) I acknowledge that the contract restricts residential use and that the Department of Conservation has indicated that residences not incidental to an agricultural use are prohibited, and may trigger AB1492 penalties. These may include residences for persons or family members not involved with the agricultural use;
- e) I acknowledge that the activity, use, or construction as proposed is of size and type that would not adversely affect the on-site or adjacent farming operations and understand that the County has a "Right to Farm" policy;
- f) I understand that it is my sole responsibility as the landowner to ensure that all activities, uses, and construction on this parcel are in compliance with the provisions of the Williamson Act, and that those activities will not result in a material breach of the Williamson Act Contract.

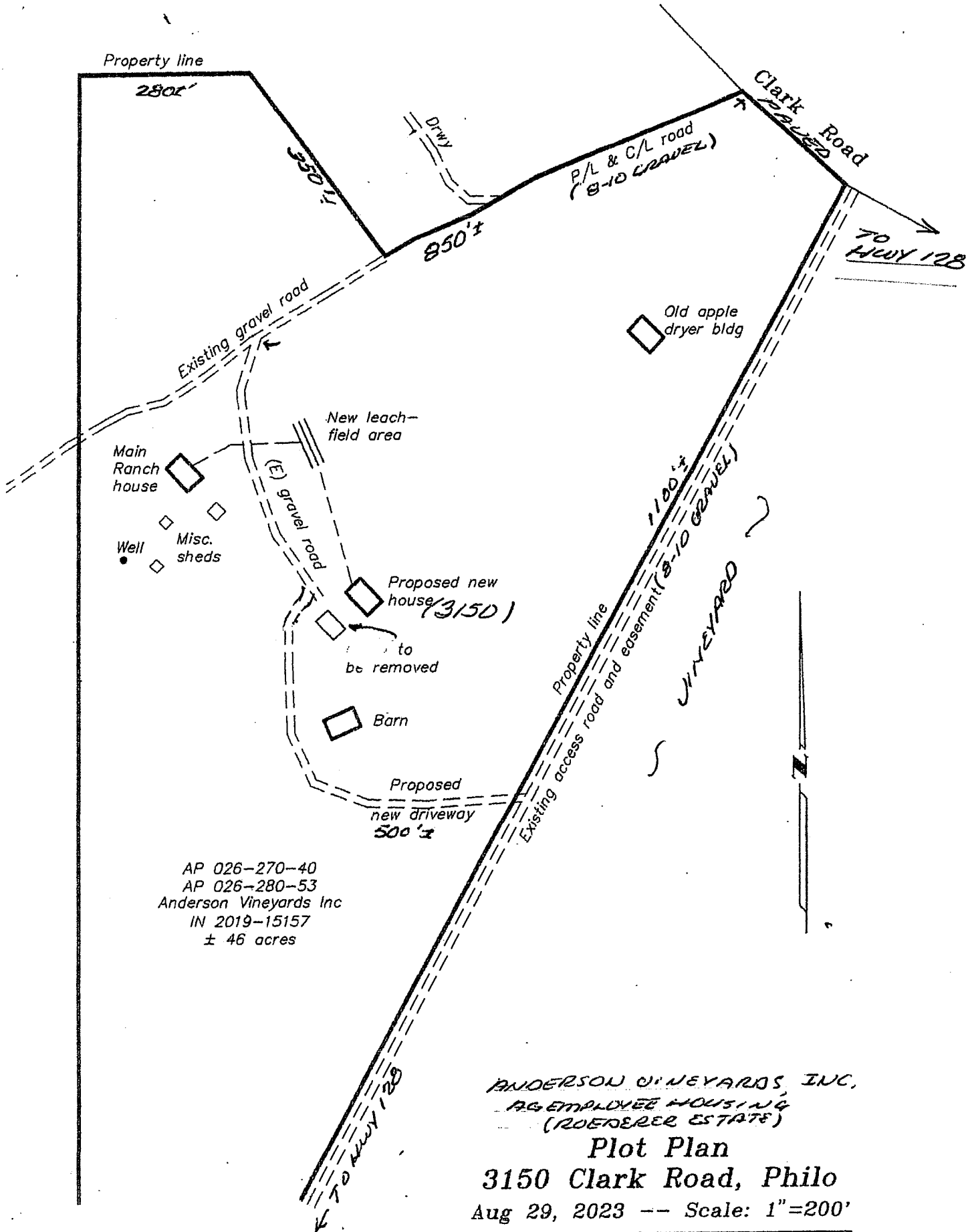
DISCLAMATION STATEMENT: I (and each of us for ourselves) as owner(s) of the subject property, do hereby declare under penalty of perjury that the information set forth in this Landowners Statement of Compliance is true and correct and that we have read, understand and agree to perform the obligations under this Statement.

James E. Bannard Agent 10/12/23
 Property Owner(s) Signature Date
ANDERSON VINEYARDS, INC.

Property Owner(s) Signature Date

For Staff Use Only

Date Submitted: 10/13/23		
Project/Permit Number: AP_2023-0040	Acres: 292.91	Zoning: RL
Use of Structure: FARM EMPLOYEE HOUSING		
Square Footage: 1,512	Existing: 2,960	Proposed: 3,512
RLPC Review Date:	Comment:	



AP 026-270-40
 AP 026-280-53
 Anderson Vineyards Inc
 IN 2019-15157
 ± 46 acres

ANDERSON VINEYARDS, INC.
 AG EMPLOYEE HOUSING
 (ROEDERER ESTATE)

Plot Plan
3150 Clark Road, Philo
 Aug 29, 2023 -- Scale: 1"=200'





5834

RECORDED AT REQUEST OF
COUNTY BOARD OF SUPERVISORS

BOOK 849 PAGE 200
MAY 14 1 53 PM '71

OFFICIAL RECORDS
MENDOCINO COUNTY, CALIF.

Clara Richardson
RECORDER

Owner Navarro Fairhills Ranch, Inc.

Preserve Type 1 & 2 Zone AC/FC

Agric. Preserve Resolution No. 71-295

MENDOCINO COUNTY

AGRICULTURAL PRESERVE CONTRACT

No Fee

COUNTY BOARD OF SUPERVISORS

THIS CONTRACT is made and entered into this 1 day of _____

19 71, by and between Navarro Fairhills Ranch, Inc.

_____, being individually and collectively referred to hereinafter as "OWNER",
and the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as
"COUNTY", who hereby contract and agree as follows:

1. Ownership. OWNER represents that they are the owner of certain real property located in the County of Mendocino, which property is devoted to agricultural use and is located within an area designated by Resolution No. 71-295 of the Board of Supervisors of Mendocino County, hereinafter referred to as "BOARD", as an agricultural preserve, said Resolution being incorporated herein by reference.

2. Property Description. Said property, which is the land and the property constituting the subject of this contract, is described by legal description and parcel number in Exhibit "A", which is attached hereto and incorporated herein by reference. A map showing the location of the above-described property is filed in Plan File No. 2, at page 29 on the 14 day of May, 19 71.

3. Purpose of Contract. Both OWNER and COUNTY enter into this contract for their mutual benefit and for the purpose of limiting the use of agricultural land so as to preserve such land pursuant and subject to the conditions set forth in this contract and the California Land Conservation Act of 1965, as amended, commencing with Section 51200 of the Government Code. Both OWNER and COUNTY agree with the findings made by the State Legislature in Section 51220 of the Government Code and by the BOARD in Section 20-100 of the Mendocino County Code. Both OWNER and COUNTY desire to limit the use of OWNER'S above-described property to agricultural and compatible uses in order to discourage the premature and unnecessary conversion of said property from agricultural land to urban uses, recognizing that said property has substantial public value as open space and that the preservation in agricultural production of said property constitutes an important physical, social, esthetic, and economic asset to the COUNTY and to urban developments.

4. Highest and Best Use. Both OWNER and COUNTY intend and hereby determine that the highest and best use of OWNER'S above-described property during the stated term of this contract and any renewal thereof is agricultural use.

5. Enforceable Restriction. Both OWNER and COUNTY intend and hereby determine that this contract shall be an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and Sections 422, et seq., as amended to date, of the Revenue and Taxation Code.

6. California Land Conservation Act. This contract is made and entered into pursuant to the California Land Conservation Act of 1965, also known as the Williamson Act (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200, as amended to date) and is subject to all the provisions thereof and such other provisions as are specifically made applicable to this contract.

Mendocino County

OCT 13 2023

Planning & Building Services

BOOK 849 PAGE 200

Mendocino County

7. Recording of Contract. No later than twenty (20) days after execution, COUNTY shall, pursuant to Section 51248 of the Government Code, record with the Recorder of the County of Mendocino a copy of this contract together with a reference to the map showing the location of the agricultural preserve in which the above-described property lies.

8. Restriction on Use. For the duration of this contract and any renewals thereof, the above-described property shall not be used for any purpose other than the agricultural uses and compatible uses listed in Resolution No. 70-302 of the BOARD which is incorporated herein by reference. No structures shall be erected upon the above described property except as follows: Such structures as may be directly related to and compatible with authorized agricultural uses of the land and residence buildings for such individuals as may be engaged in the management of said land and their families.

9. Designation of Additional Compatible Uses. The BOARD may, from time to time during the term of this contract or any extensions thereof, by resolution, after public hearing, add further compatible uses to those uses listed in the resolution establishing the preserve in which the land is located; provided, however, that the BOARD shall not eliminate, without the written consent of OWNER, compatible use during the term of this contract or any renewals thereof.

10. Term of Contract. This contract shall be effective commencing on the 28th day of February, 1971, and shall remain in effect for a period of ten (10) years herefrom and during all extensions of this contract. This contract shall be automatically renewed for a period of one (1) year on the first day of January of each succeeding year during the term hereof, unless notice of nonrenewal is given as provided by Section 51245 of the California Government Code. Upon request by OWNER, the BOARD may authorize OWNER to serve a written notice of nonrenewal, referred to herein as a notice of partial nonrenewal, on a portion of the above-described property, in which case the contract shall automatically be renewed as herein set forth as to the balance of said property. Each one-year extension shall be added to the term of this contract so as to commence immediately following the above stated termination date for this contract or the termination date of the most recently added one-year extension, whichever is later in time, to the end that at all times during the continuation of this contract as renewed there shall be a ten-year term of restriction unless notice of nonrenewal has been given. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal provision of this paragraph.

11. Notice of Nonrenewal. If either the OWNER or COUNTY desires in any year not to renew this contract, that party shall serve written notice of nonrenewal of the contract upon the other party in advance of the annual renewal date of this contract which is the first day of January. Unless such written notice is served by the OWNER at least ninety (90) days prior to said renewal date, or by the COUNTY at least sixty (60) days prior to said renewal date, this contract shall be considered renewed as set forth above.

12. Term Following Notice of Nonrenewal. If COUNTY or OWNER serves notice of intent in any year not to renew this contract, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

13. Removal of Land Equivalent to Notice of Nonrenewal. The effect of removal of any real property under this contract from an agricultural preserve shall be the equivalent of a notice of nonrenewal by the COUNTY, and the COUNTY shall, at least sixty (60) days prior to the next renewal date following the removal, serve a notice of non-renewal as provided in California Government Code Section 51245 and record with the Recorder of Mendocino County the notice of non-renewal.

14. Consideration. 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 this 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 real property described herein and due to the imposition of the limitations on its use contained herein.

15. Contract Runs with the Land. This contract shall run with the land described above and shall be binding upon, and inure to the benefit of, all successors in interest to the OWNER.

Mendocino County

16. Division of Land. Whenever the real property under this contract is divided into two or more parcels:

(a) A contract identical to the contract then covering the original parcel shall be executed by the respective owners thereof on each parcel created by the division at the time of the division; the COUNTY and any agency making an order of division shall require, as a condition of the approval of the division, the execution of the aforesaid new contract;

(b) The owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner in the original contract, including the right to give notice of non-renewal and to petition for cancellation; the effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of the divided land.

17. Eminent Domain. When any action in eminent domain for the condemnation of the fee title of the entire parcel of land subject to this contract is filed, or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality, or agency acting under authority or power of the federal government, this contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of such land, this contract shall be deemed never to have existed. Upon determination of such a proceeding, this contract shall be null and void for all land actually taken or acquired. When such an action to condemn or acquire less than all of a parcel of land subject to this contract is commenced, this contract shall be deemed null and void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this contract. The land actually taken shall be removed from this contract. Under no circumstances shall land be removed that is not actually taken except as otherwise provided in the California Land Conservation Act of 1965, as amended.

18. City Annexation. On the annexation by a city of any land under this contract, said city shall succeed to all rights, duties, and powers of COUNTY under this contract, unless the land being annexed is within one mile of such city at the time that this contract was initially executed, said city protested the execution of the contract pursuant to Section 51243.5 of the Government Code, and said city states its intent not to succeed in its resolution of intention to annex. If said city does exercise the foregoing option not to succeed, this contract becomes null and void as to the land actually being annexed on the date of annexation; in the event that only part of the land under this contract is within one (1) mile of the city, said option of the city shall extend only to such part.

19. Cancellation. This contract may not be canceled except by mutual agreement between OWNER and COUNTY and only if all the following conditions are met:

(a) The OWNER requests cancellation.

(b) A public hearing is held before the BOARD (or in the case of a city succeeding to the rights, duties, and powers of COUNTY under this contract then the hearing shall be held before its council).

(c) Notice of hearing is given by mail to each owner in the agricultural preserve of land under this contract and publication of notice is made pursuant to Section 6061 of the Government Code.

(d) The BOARD makes clear findings that cancellation is in the public interest and that cancellation is not inconsistent with the purposes of the Land Conservation Act of 1965.

(e) That the reason for the cancellation of the contract is neither the existence of an opportunity for another use of the land involved nor the uneconomic character of an existing agricultural use. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation act contract suitable for the use to which it is proposed the subject land be put. The uneconomic character of the existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

20. Cancellation Fee. Prior to giving tentative approval to the cancellation of this contract, the BOARD or council shall determine and certify to the Auditor of Mendocino County the amount of the cancellation fee which the OWNER must pay the Treasurer of Mendocino County as deferred taxes upon cancellation. That fee shall be an amount equal to at least 50 per cent of the full market value of the land when relieved of the restriction, as found by the Assessor, multiplied by the latest assessment ratio that has been published pursuant to Section 401 of the Revenue and Taxation Code when this contract was initially entered into. The determination of unrestricted value may be made the subject of an equalization hearing.

21. Liquidated Damages. In case of OWNER'S breach of this contract, OWNER shall pay to COUNTY a sum equivalent to 100 per cent of the full market value of the land when relieved of the restriction, as found by the Assessor, multiplied by the latest assessment ratio, which sum shall be deemed to be liquidated damages and which sum shall be presumed to be the amount of damage sustained by COUNTY by OWNER'S breach. OWNER and COUNTY agree that it is necessary to fix the foregoing sum as liquidated damages by virtue of the fact that it would be impractical and extremely difficult to fix the actual damage sustained by COUNTY. This remedy shall in no way impair the enforcement of this contract by injunction or specific performance.

22. Enforcement. COUNTY may bring any action in court necessary to enforce this contract including, but not limited to, an action to enforce the contract by specific performance and injunction. Any conveyance, contract, or authorization, whether oral or written, by OWNER or his successors in interest which would permit use of the above-described property contrary to the terms of this contract, or contrary to the provisions of Resolution No. 70-302 may be declared void by the BOARD; such declaration, as well as the terms and provisions of this contract, may be enforced by COUNTY by an action filed in the Superior Court of COUNTY for the purpose of compelling compliance or restraining breach thereof. It is understood that the enforcement proceedings provided in this contract are not exclusive, and both the OWNER and COUNTY may pursue their legal and equitable remedies.

23. Costs of Litigation. In the event COUNTY shall, without any fault on its part, be made a party to any litigation commenced by or against OWNER, OWNER shall pay all costs together with reasonable attorney's fees incurred by or imposed upon COUNTY by or in connection with such litigation. OWNER shall further pay all costs and reasonable attorney's fees which may be incurred or paid by COUNTY in enforcing the covenants and agreements of this contract.

24. Exculpatory Clause. OWNER shall hold COUNTY harmless from any demand, claim, cause of action, or action for damages involving OWNER'S interest or rights in and to the above-described property. The person or persons signing this contract represent that they are the owners of the above-described property and are entitled to and possess the authority to enter into this contract and to bind said property in accordance with this contract.

25. Disclosure of Facts. OWNER shall provide COUNTY, upon request, all the information concerning OWNER'S agricultural activities upon the above-described property, together with any other information required by COUNTY in order to enable it to determine the eligibility of such land.

26. Severability. It is understood and agreed by the OWNER and COUNTY that, if any of the provisions of this contract shall be invalid under any law, such invalidity shall not invalidate the whole contract, but, rather, this contract shall be construed as if not containing the particular provision held to be invalid, and the rights and obligations of OWNER and COUNTY hereto shall be construed and enforced accordingly.

27. Notice. Any notice given pursuant to this contract may, in addition to any other method authorized by law, be given by United States mail, postage prepaid. Notice to COUNTY shall be addressed as follows:

Clerk of the Board of Supervisors
County of Mendocino
Courthouse, Room 112
Ukiah, California 95482

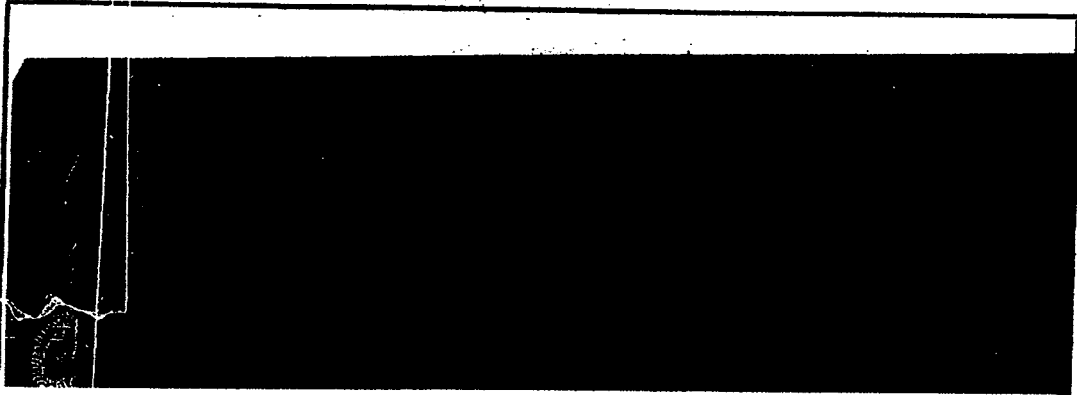
Notice to OWNER shall be addressed as follows:

Navarro Fairhills Ranch, Inc.

c/o Earl V. Clark

Philo, California 95466

Mendocino County



28. Warranty of Title and Description. OWNER hereby warrants and represents as follows:

(a) That paragraph one (1), supra, sets forth the names of all persons and parties holding any record title interest in the land described in Exhibit "A", and

(b) That Exhibit "A" describes only property located within the area designated by the BOARD as an agricultural preserve by the Resolution referred to in paragraph one (1), supra, and

(c) That all persons and parties holding any encumbrance in any portion of the property described in Exhibit "A", including beneficial interests under trust deeds, are set forth below (excluding liens for taxes and special assessments, easements and rights of way which cannot ripen into a fee, and mineral rights which do not include a right of entry on the surface of the land):

<u>NAME</u>	<u>NATURE OF ENCUMBRANCE</u>
Federal Land Bank	\$11,275.00

29. Punitive Damages for Collusion. OWNER hereby promises not to allow payments secured by any trust deed or other encumbrance on the aforesaid land to become delinquent for the purpose of avoiding the restrictions of this contract. OWNER further agrees not to engage in any other fraudulent or collusive attempt to avoid such restrictions. Violation of this paragraph shall be deemed fraud and shall subject OWNER to punitive and exemplary damages awarded against him.

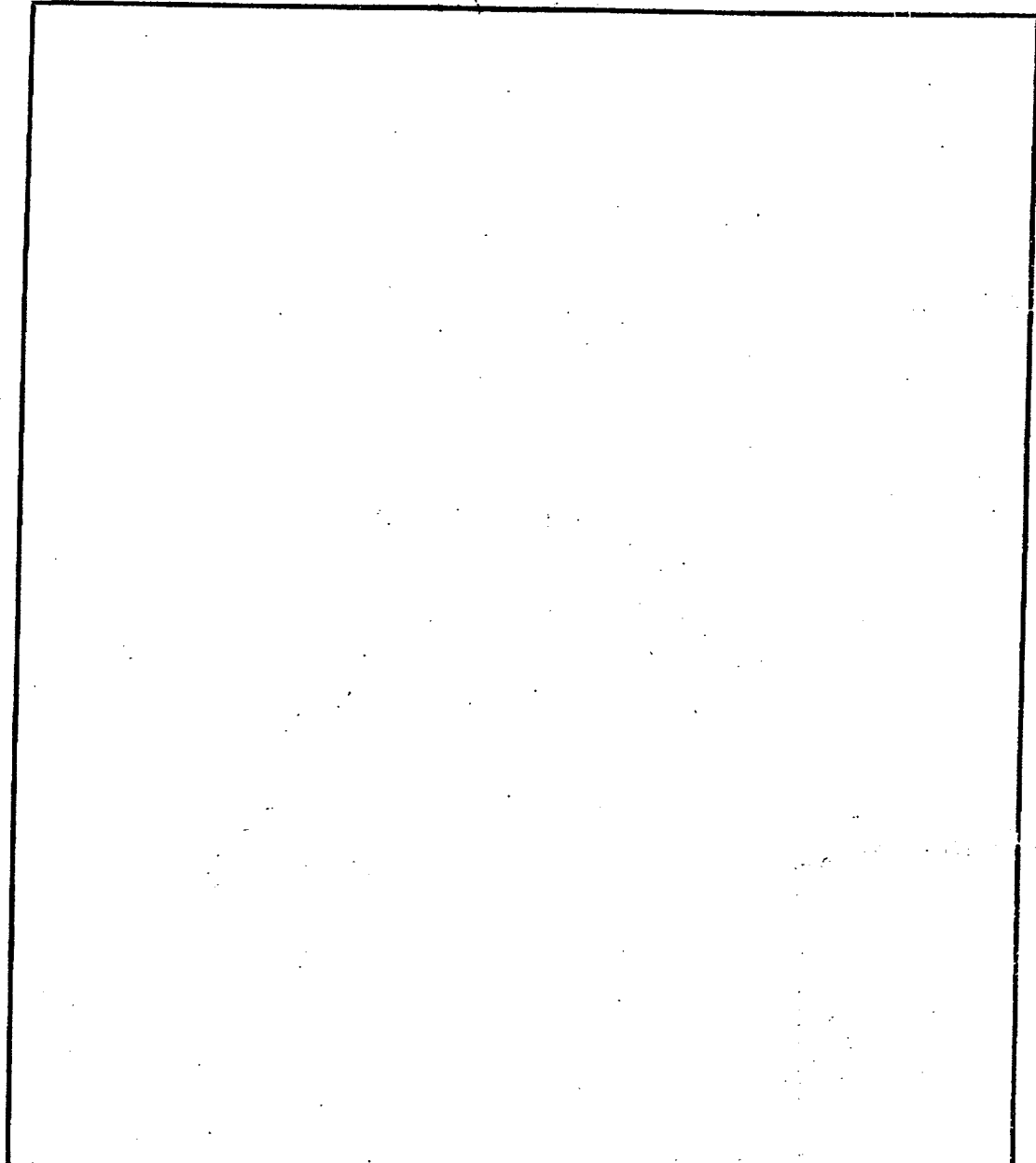
IN WITNESS WHEREOF, OWNER and COUNTY have executed this contract on the day first above written.

Navarro Fairhills Ranch, Inc.

By: Earl V. Clark
Earl C. Clark

OWNER

Mendocino County



STATE OF CALIFORNIA.

County of Mendocino } ss.
On this 4 day of May 1971 in the year one thousand nine hundred and seventy-one
before me, Dorothy Peterson a Notary Public in and for the



County of Mendocino, State of California, residing therein,
duly commissioned and sworn, personally appeared Earl V. Clark

known to me to be the: President
of the corporation described in and that executed the within instrument, as I also know to me to be
the person who executed the within instrument on behalf of the corporation therein named,
and acknowledged to me that such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.

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

Dorothy Peterson
Notary Public and for the County of Mendocino State of California.

CORPORATION
ATTORNEYS PRINTING SUPPLY FORM NO. 7

COMM. EXP. JUNE 5, 1971 • MENDOCINO COUNTY Commission Expires 8001 849 PAGE 205
P. O. Box 172, Mendocino, Cal. 95460

Mendocino County

STATE OF CALIFORNIA)
County of _____) ss.

On this _____ day of _____, 19____,
before me, the undersigned, a notary public in and for said county and state, residing therein,
duly commissioned and sworn, personally appeared _____
_____ known to me to be the person/s whose
name/s is/are subscribed to the within instrument, and acknowledged to me that he/they ex-
cuted the same.

Notary Public
My commission expires: _____

ATTEST:

Clerk of said Board

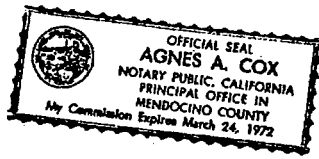
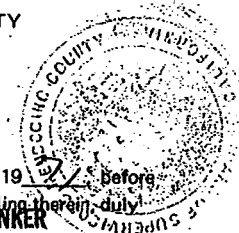
By *Janet U. Black*
Deputy

COUNTY OF MENDOCINO
By *Ernest F. Banker*
Chairman, Board of Supervisors

COUNTY

STATE OF CALIFORNIA)
COUNTY OF MENDOCINO) ss.

On this 13th day of May, 1971, before
me, the undersigned, a notary public in and for said county and state, residing therein, duly
commissioned and sworn, personally appeared ERNEST F. BANKER
known to me to be the Chairman of the Board of Supervisors of Mendocino County, and known
to me to be the person who executed the within instrument on behalf of said county, and acknow-
ledged to me that such County of Mendocino executed the same.



Agnes A. Cox
Notary Public
My commission expires: _____

NAVARRO FAIRHILLS

PROPERTY DESCRIPTION

PARCEL ONE: BEGINNING at the Southwest corner of Section 33, Township 15 North, Range 15 West, Mount Diablo Base and Meridian, and thence on the exterior boundaries of the land to be described as follows: East along the Township line 2640 feet to the one-quarter Section corner on the South side of said Section 33; thence continuing East on said Township line, 395.38 feet; thence North $0^{\circ} 09' 20''$ East, 1143.23 feet to the South line of a parcel of land heretofore conveyed by Thomas Gachwend to C. O. Dightman et ux, by deed dated January 14, 1921, recorded in Liber 161 of Deeds, page 463, Mendocino County Records; thence West, along the South line of said last mentioned parcel, 31.5 feet to the Southwest corner thereof; thence North $29^{\circ} 52' 20''$ East, along the Western line of said parcel, 2011.84 feet to the Westerly line of the County road leading from Boonville to Navarro; thence North $47^{\circ} 25' 10''$ West, along said Westerly line 247.58 feet; thence leaving said road and running South $88^{\circ} 45' 45''$ West, 1148.39 feet; thence North $39^{\circ} 36' 56''$ West, 778.53 feet; thence South $52^{\circ} 50' 50''$ West, 473.90 feet; thence North $37^{\circ} 06' 10''$ West 728.60 feet to the North line of the South half of the Northeast quarter of said Section 33; thence South $88^{\circ} 45' 45''$ West, along said subdivision line 2235.50 feet to a $3/4$ inch iron pipe; thence South (at 653.22 feet a $3/4$ inch iron pipe - at 1032.52 feet a $3'' \times 3''$ redwood post marked No. 1 - at 1365.02 feet a blazed fir tree) a total distance of 2653.13 feet to the South line of the Northeast quarter of Southeast quarter of Section 32; said Township and Range; thence East along said subdivision line 869.73 feet to the Northwest corner of the Southwest quarter of Southwest quarter of aforesaid Section 33; thence South on the subdivision line 1320 feet to the point of beginning. Containing 323.07 acres, more or less.

PARCEL TWO: BEGINNING at a point on the West line of the Northeast quarter of Section 33, Township 15 North, Range 15 West, Mount Diablo Base and Meridian, which point is $7\frac{1}{2}$ chains North on said West line from the Southwest corner of the Northwest quarter of said Northeast quarter; thence South, along said West line to said Southwest corner of the Northwest quarter of the Northeast quarter; thence Easterly along the North line of the lands of the lessor to the center of the County road; and thence Northwesterly along the center of said County road to the place of beginning.

ALSO: BEGINNING at the one-quarter section corner between Sections 33 and 32, Township 15 North, Range 15 West, Mount Diablo Base and Meridian and running thence West 14.99 chains to stake marked "No. 1"; thence North 6.05 chains to the place of commencement of this tract; thence on the exterior boundaries of this land, North $59\frac{1}{2}^{\circ}$ East to the East line of the County Road leading from Boonville to Navarro; thence Northwesterly along the East line of lands belonging on December 7, 1896 to Elizabeth Gachwend, to the West line of the Southwest quarter of the Northeast quarter of said Section 33; thence North to the Northeast corner of the 15 acres tract described in deed recorded in Book 3 of Deeds, page 513, Mendocino County Records; thence West along the North line of said 15 acre tract to the Northwest corner thereof; thence South 7.50 chains to the Southwest corner of the Northeast quarter of the Northwest quarter of said Section 33; thence West to a point 5.01 chains East of the Northwest corner of the Southeast quarter of the Northeast quarter of Section 32, Township 15 North, Range 15 West, Mount Diablo Base and Meridian; thence South 13.95 chains to the place of beginning.

ALSO all the lands and promises conveyed to the said Irvin T. Gachwend by deeds now of record in Mendocino County Records as follows, to wit: Book 166 of Deeds, page 395 and Book 173 of Deeds, page 350; Excepting therefrom that portion thereof conveyed by said Irvin T. Gachwend to V. L. Guntly by deed dated June 4, 1927 and now of record in Book 24 of Official Records, page 34, Mendocino County Records. The property above described contains 373 acres, more or less.

EXHIBIT A

1.

Mendocino County

SAVING AND EXCEPTING from the above described lands the following parcels, to wit:

A portion of the North half of Section 33, Township 15 North, Range 15 West, Mount Diablo Base and Meridian, described as follows:

BEGINNING at a 1/2 inch iron pipe from which a C.H.C. concrete monument 40 feet left of Engineer's Station 100/15.52 of the Department of Public Works survey between Havaro and Eonville, Road I-Mon-46-B, bears North 41° 35' 22" East, 1411.41 feet distant, and C.H.C. monument 40 feet left of Engineer's Station 86/29.15 = 84/22.05 P.O.T. bears North 32° 15' 22" West, 2243.55 feet distant and from which Engineer's Station 86/29.15 PC = 34/22.05 P.O.T. the Northwest corner of Section 33 bears South 71° 16' 46" West, 2427.25 feet distant; thence from said point of beginning North 43° 45-3/4' East, 540.69 feet to a point in the center of the old County Road; thence following along the center of said road and the meanders thereof the following courses and distances: South 24° 32 1/2' East, 190.76 feet; thence South 9° 02 1/2' East, 160.83 feet; South 35° 06 1/2' East, 236.85 feet; South 15° 21 1/2' East, 204.04 feet; South 47° 34 1/2' East, 90.35 feet; thence leaving the center of said road South 26° 17 1/2' West, 15.30 feet to a 3/4 inch iron pipe; thence North 59° 45' West, 847.55 feet to the point of beginning, containing 4.39 acres, more or less.

RECORDERS NOTICE
For Record is made a duplicate of
Original Documents.

ASSESSOR'S PARCEL NOS.:

- 26-240-13
- 26-240-23
- 26-240-24
- 26-270-21
- 26-280-01

NAVARRO FAIRHILLS RANCH, INC.

By Earl V. Clark
Earl V. Clark, President

APPROVED

BY: W. L. Brown

W. L. BROWN
Mendocino County Assessor

Date: 5-12-71

Mendocino County

OCT 13 2023

Planning & Building Services



PROPERTY DESCRIPTION
as shown by

ASSESSOR'S BOOK/PAGE/PARCEL NO.
MAYBERRY FARMS RANCH, INC.

25-240-05	3.273 ± AC
25-270-21	2.417 ± AC
25-250-01	5.24 ± AC
25-240-05	23.871 ± AC
25-240-05	17.1 ± AC
25-270-21	4.1 ± AC
25-270-21	52.747 ± AC
25-230-01	28.76 ± AC

5832



MENDOCINO COUNTY
PLANNING & BUILDING SERVICES

520 Jct 1520m

MAP OF AGRICULTURAL PRESERVE NUMBER 229

TYPE 18II

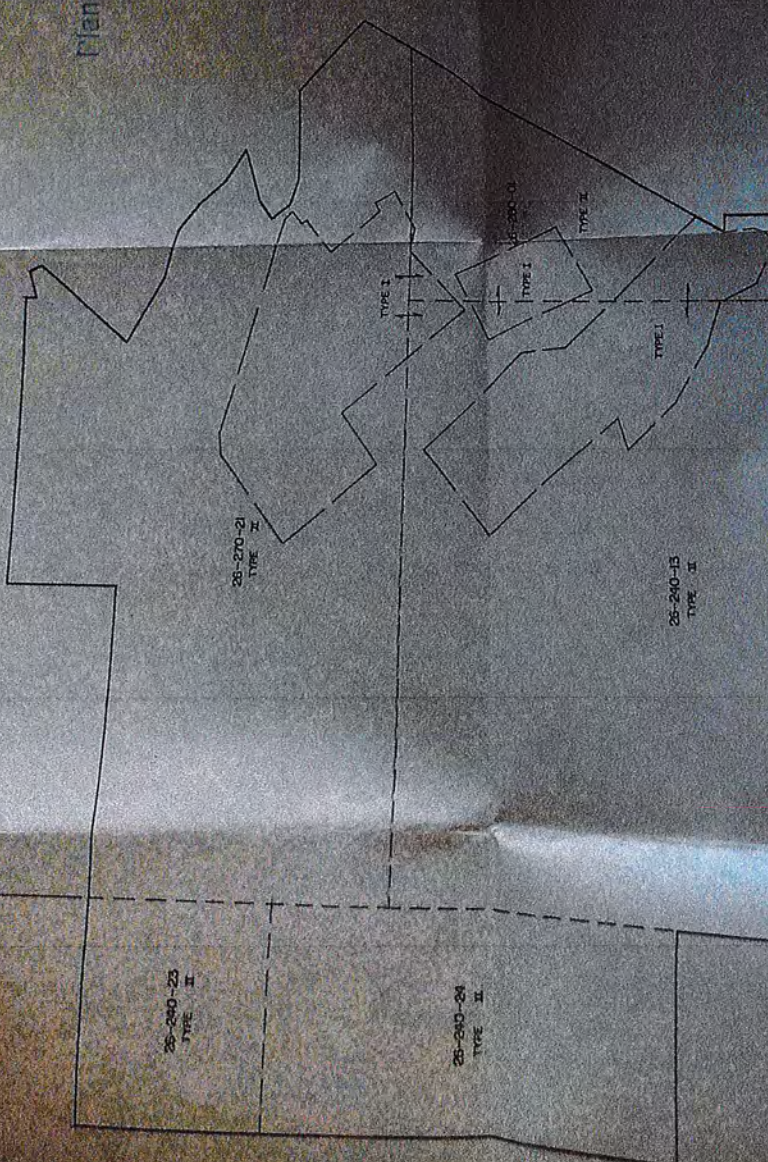
BEING A PORTION OF SECTIONS 32 B, 33, T.15N., R.15W.,
M.D.M.

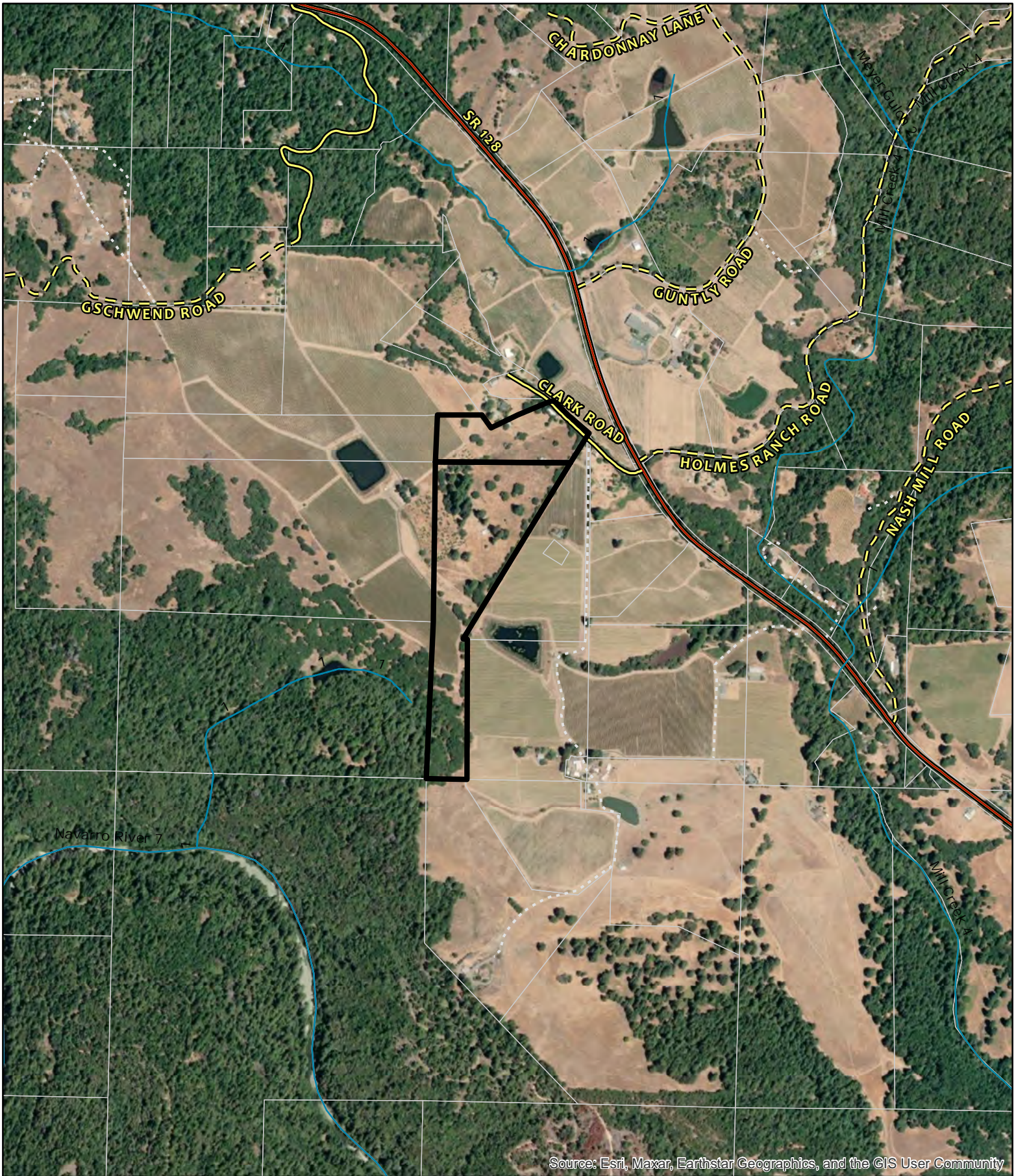
ADOPTED BY THE BOARD OF SUPERVISOR'S ON 31st DAY
OF MAY, 1971, BY RESOLUTION 71-295

LEGEND

- PRESERVE BOUNDARY
- - - SECTION LINE
- - - ASSESSOR'S PARCEL

Plan Sheet 2, page 99

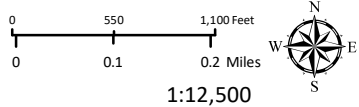




Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

- Hydrology
- Highways (2017)
- Assessors Parcels
- Private Roads
- Driveways/Unnamed Roads
- Public Roads



1:12,500

AERIAL IMAGERY

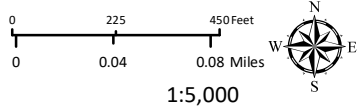
THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

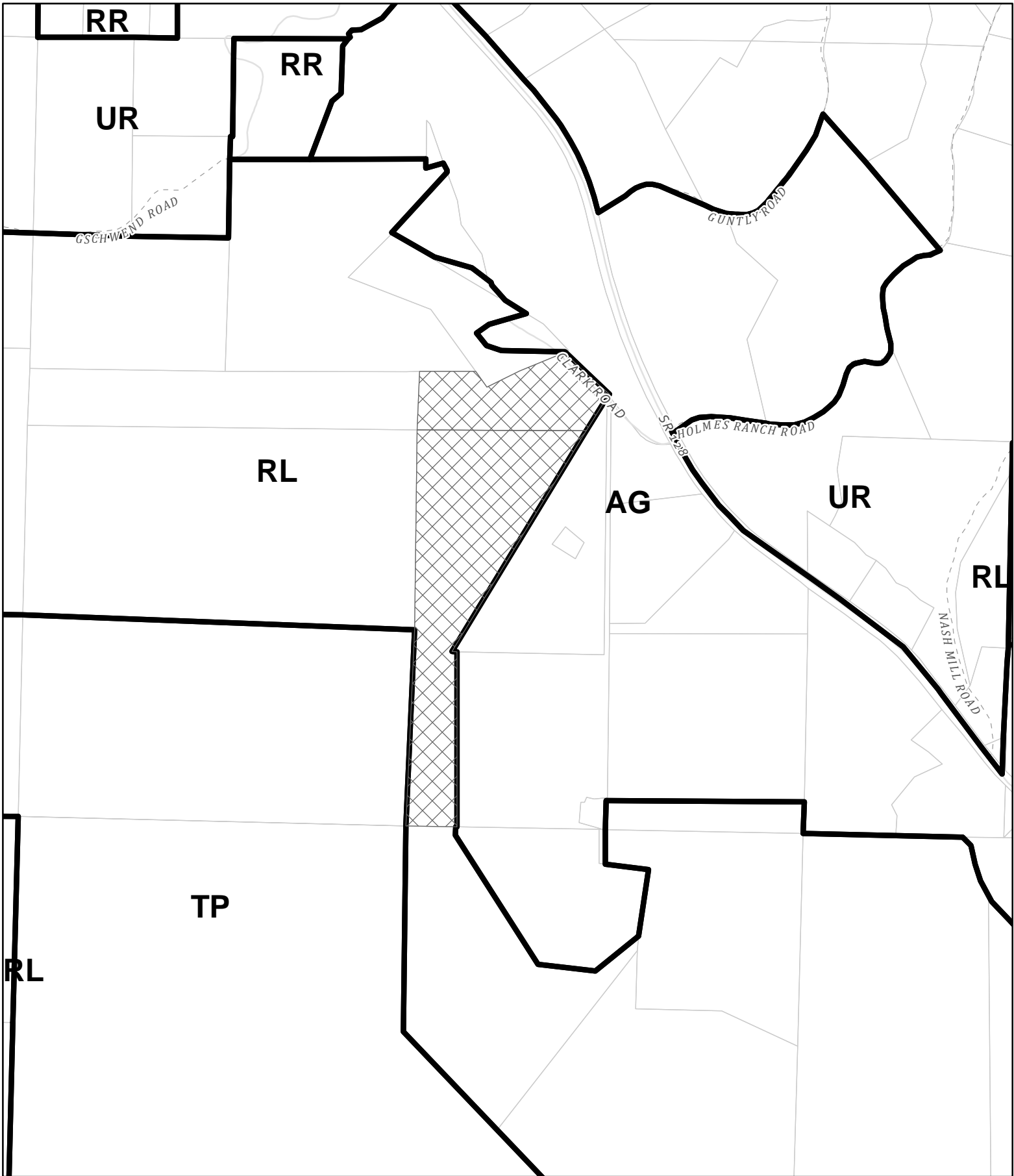
- Hydrology
- Highways (2017)
- Public Roads
- Private Roads
- Driveways/Unnamed Roads
- Assessors Parcels







1:5,000

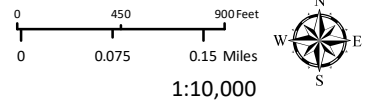
AERIAL IMAGERY

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



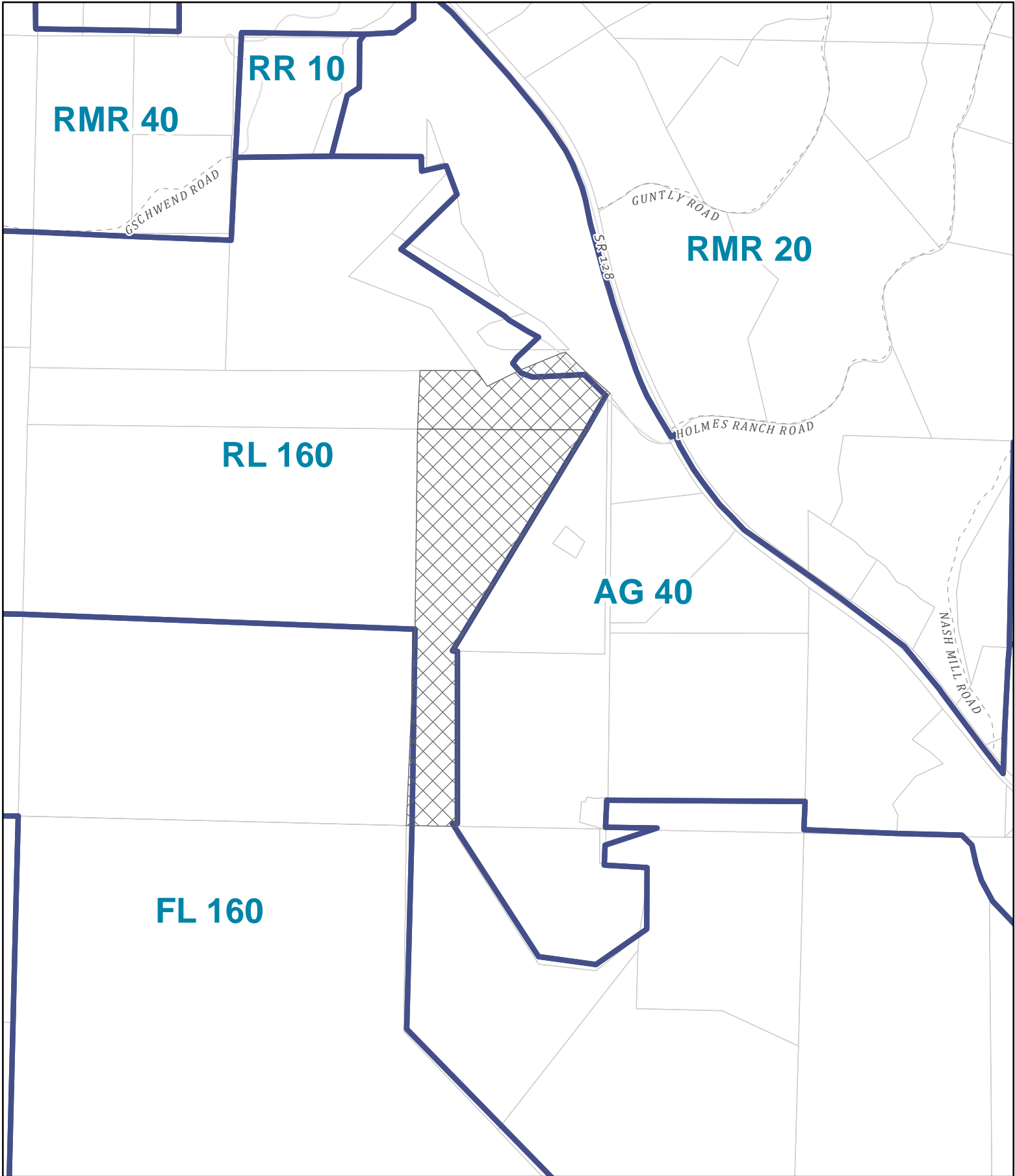
CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

-  Zoning Districts
-  Assessors Parcels
-  Public Roads
-  Private Roads






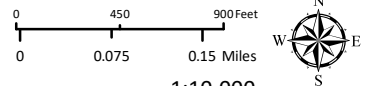
ZONING

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



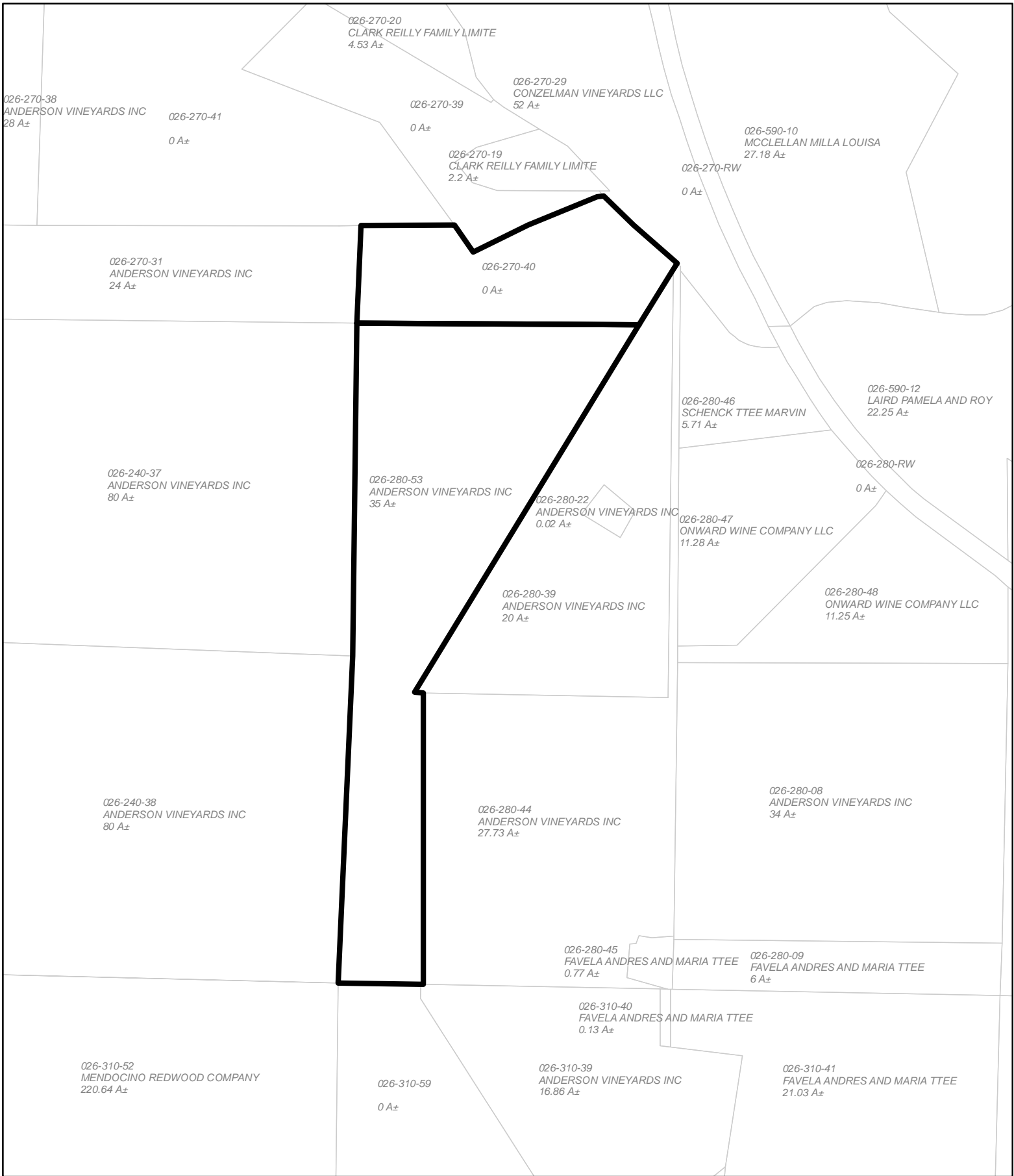
CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

-  Public Roads
-  Private Roads
-  Assessors Parcels




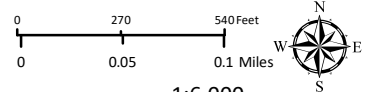
1:10,000
GENERAL PLAN

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

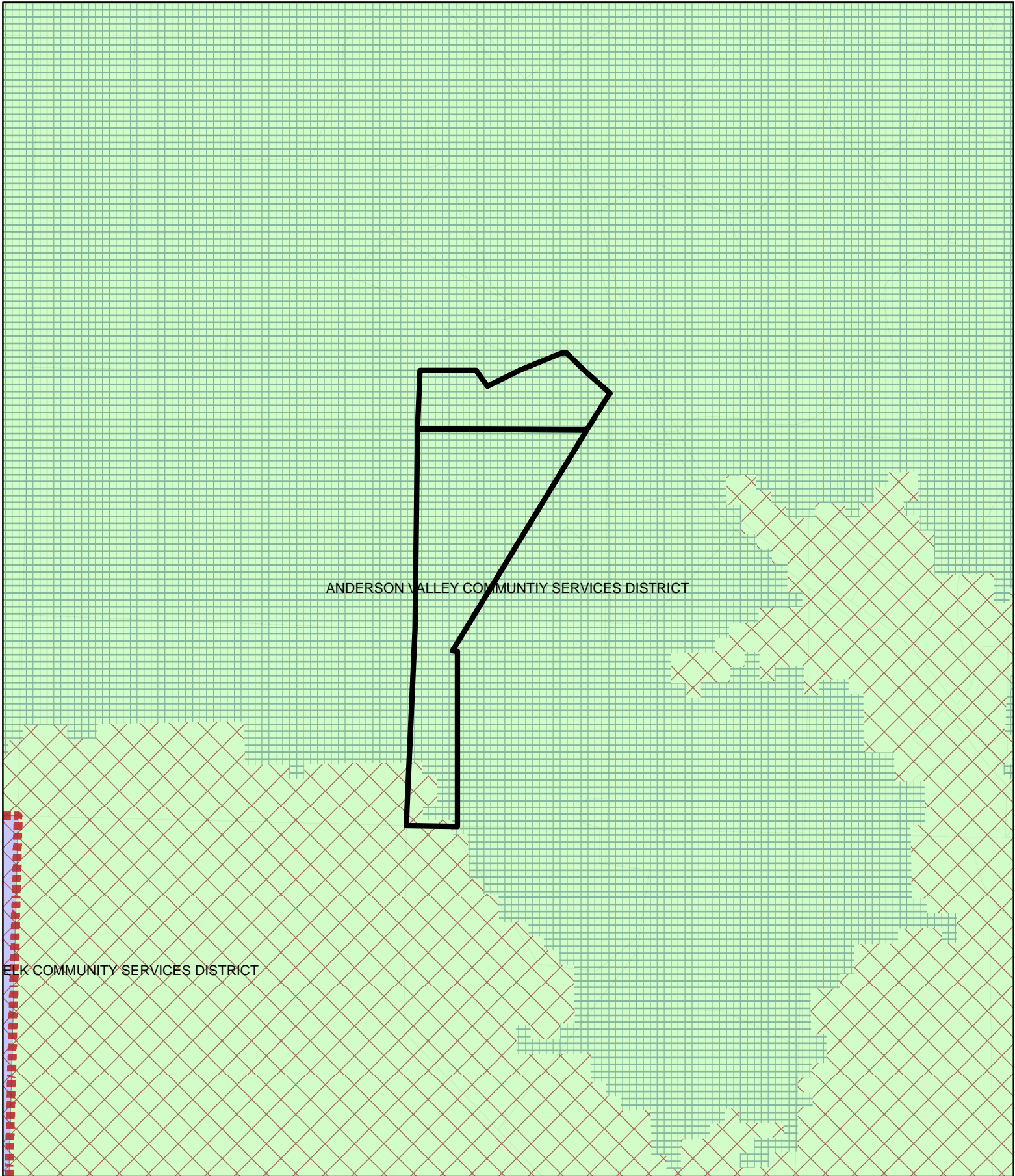
 Assessors Parcels



1:6,000

ADJACENT PARCELS





THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

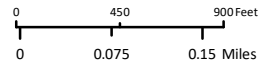


ANDERSON VALLEY COMMUNITY SERVICES DISTRICT

ELK COMMUNITY SERVICES DISTRICT

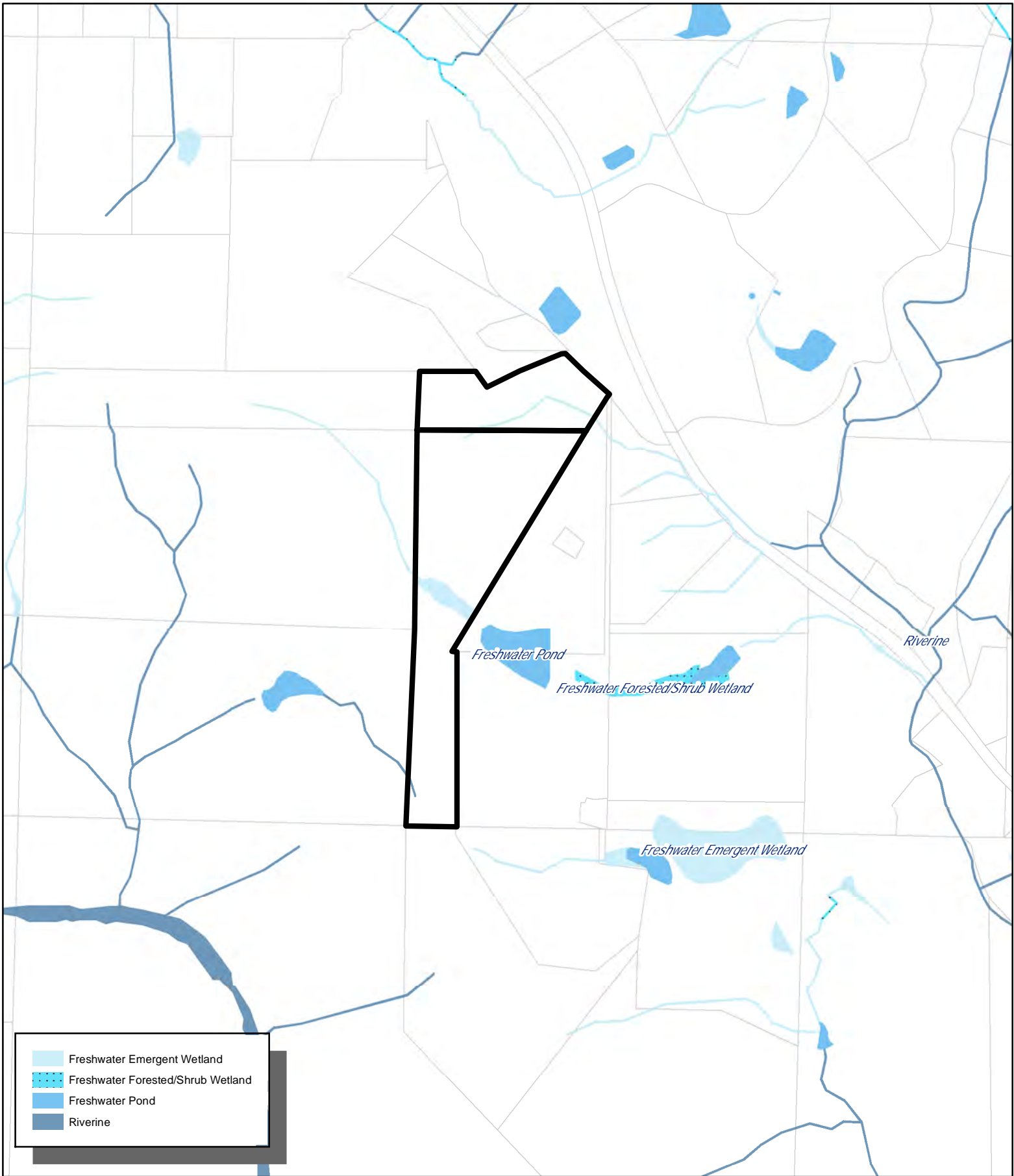
CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

-  High Fire Hazard
-  Moderate Fire Hazard
-  County Fire Districts
-  Assessors Parcels




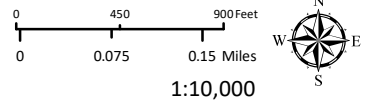
1:10,000
FIRE HAZARD ZONES & RESPONSIBILITY AREAS
 STATE RESPONSIBILITY AREA

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

 Assessors Parcels



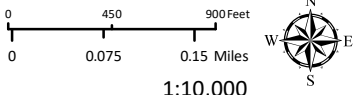
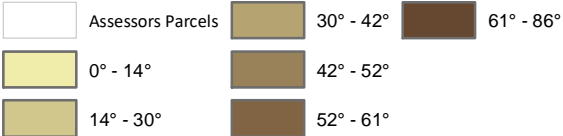
WETLANDS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



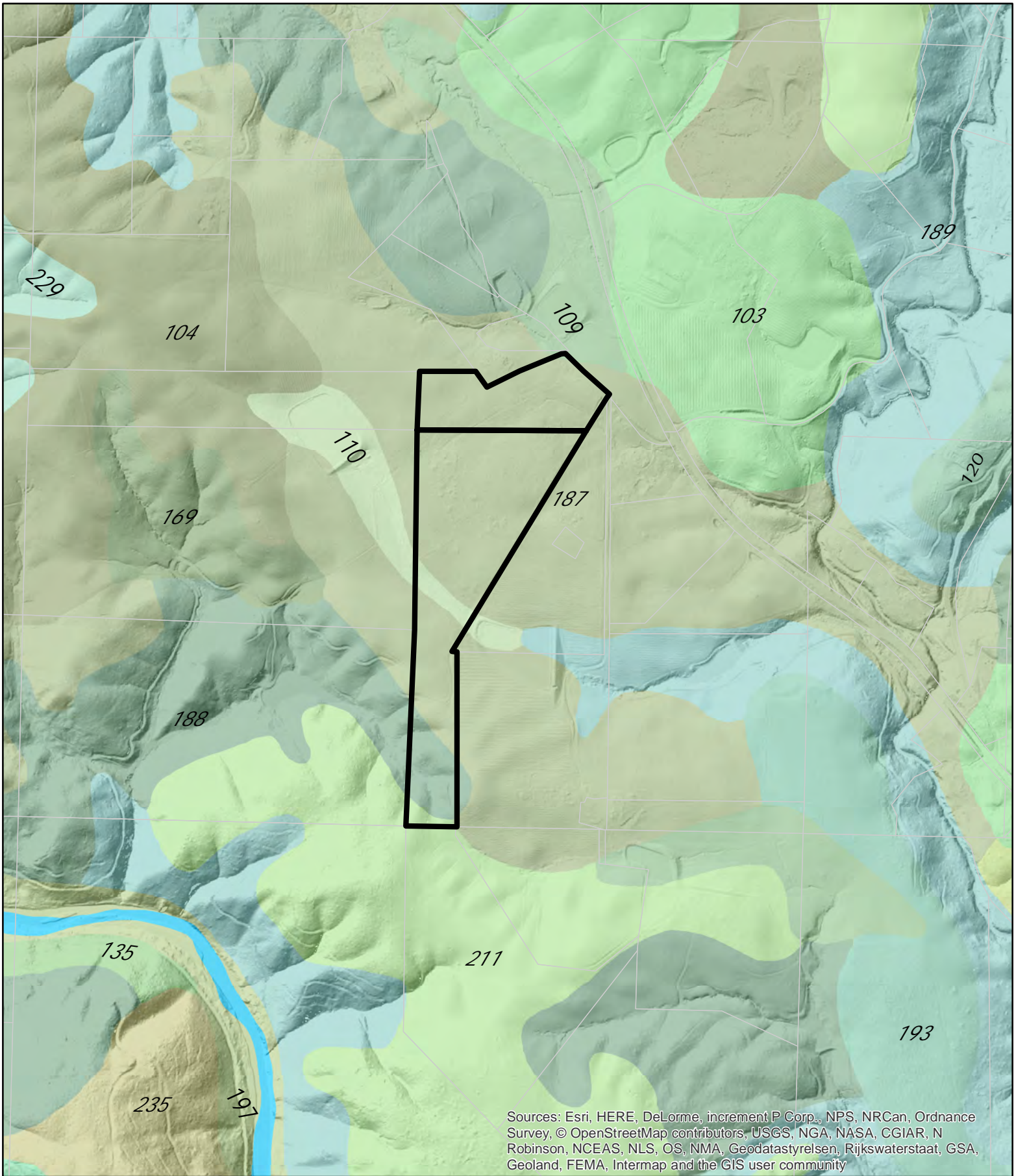
Sources: Esri, HERE, DeLorme, increment P Corp., NPS, NRCAn, Ordnance Survey, © OpenStreetMap contributors, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo




ESTIMATED SLOPE

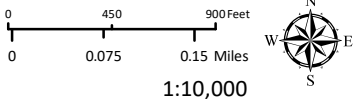
THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



Sources: Esri, HERE, DeLorme, increment P Corp., NPS, NRCan, Ordnance Survey, © OpenStreetMap contributors, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

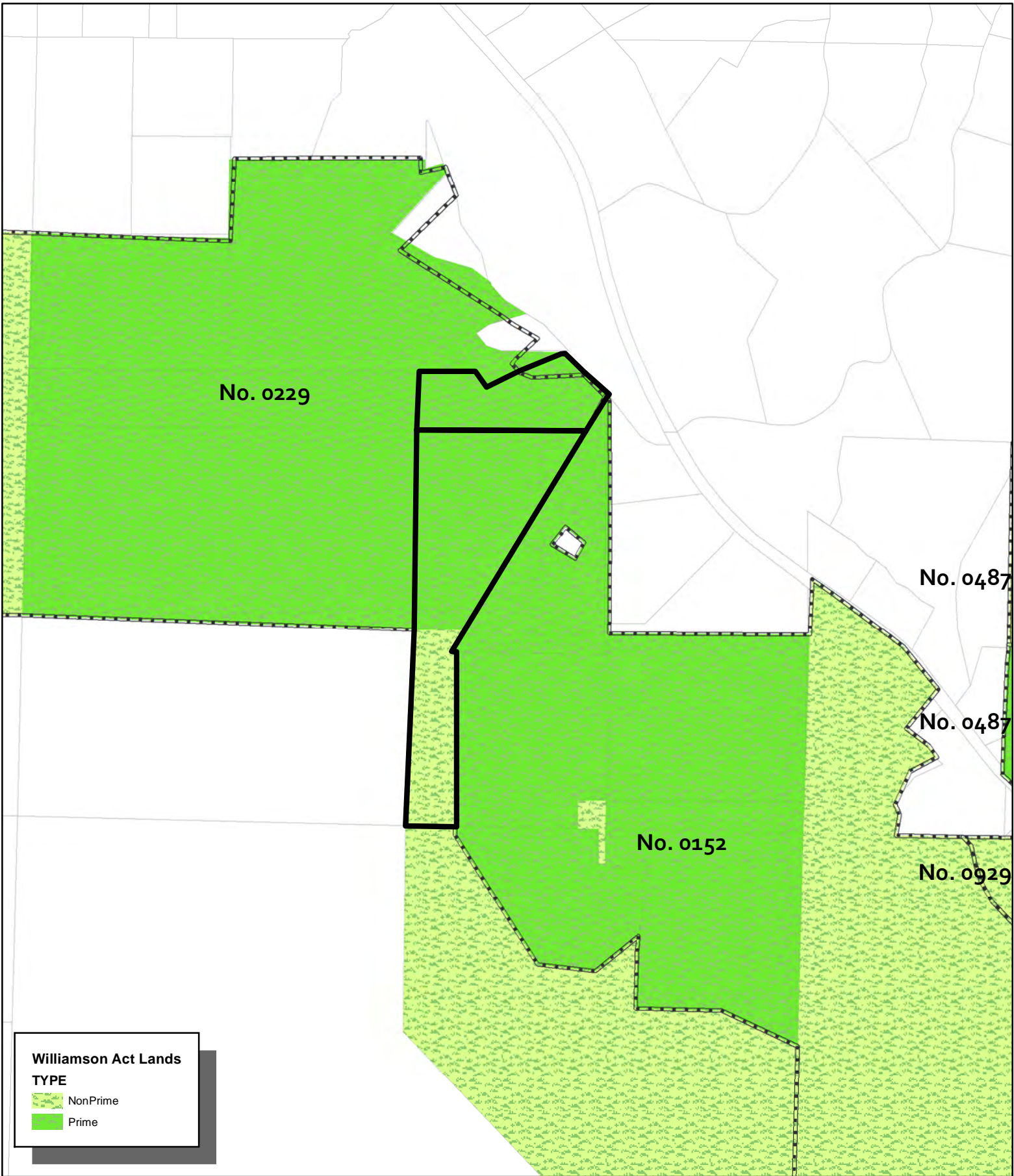
CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

 Assessors Parcels



WESTERN SOIL CLASSIFICATIONS

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES




No. 0229


No. 0152

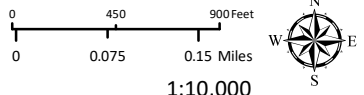
No. 0487

No. 0487

No. 0929

Williamson Act Lands
TYPE
 NonPrime
 Prime

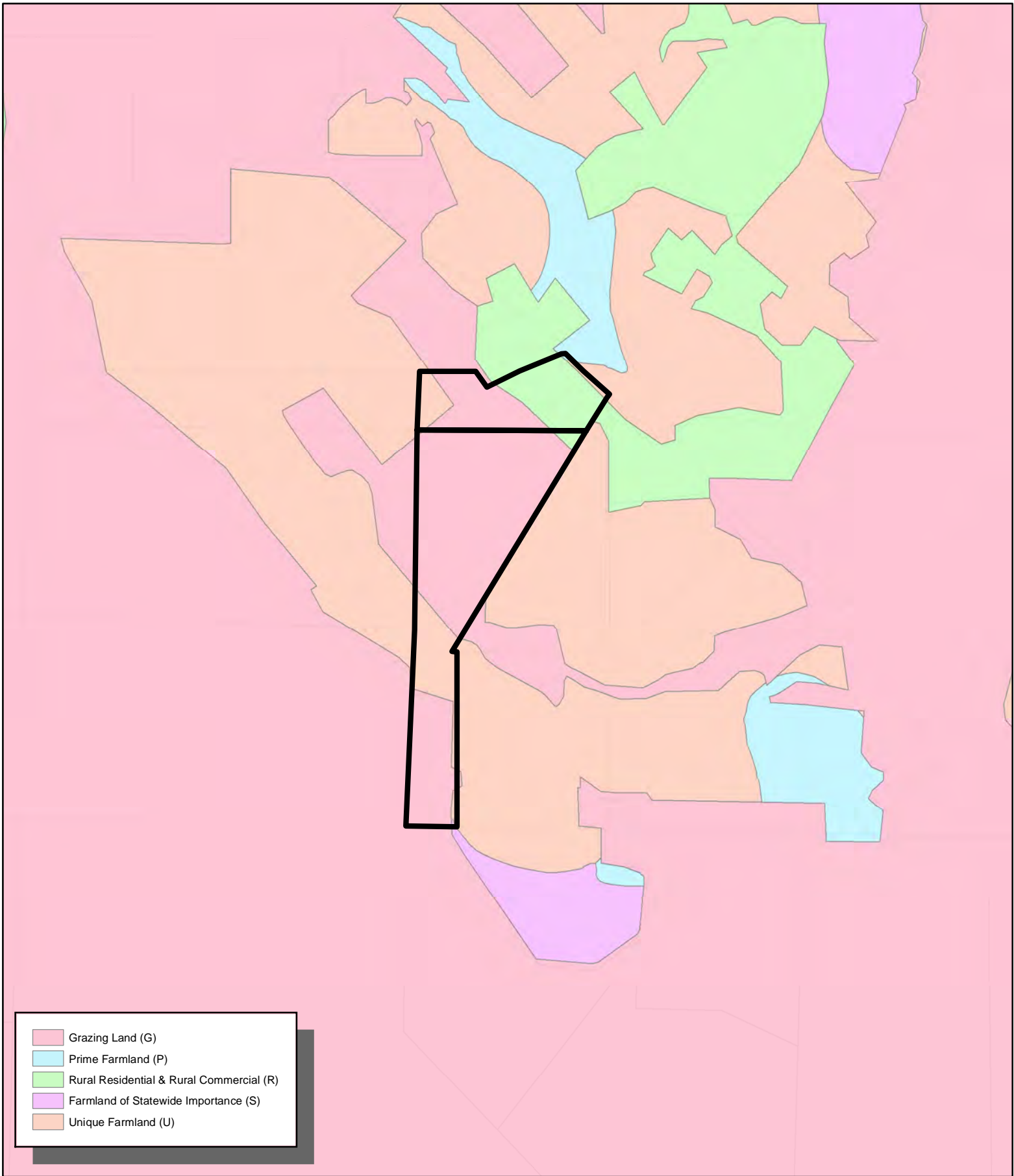
 Assessors Parcels



1:10,000
WILLIAMSON ACT


CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

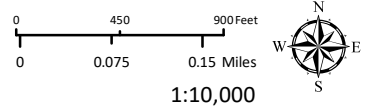
THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



	Grazing Land (G)
	Prime Farmland (P)
	Rural Residential & Rural Commercial (R)
	Farmland of Statewide Importance (S)
	Unique Farmland (U)

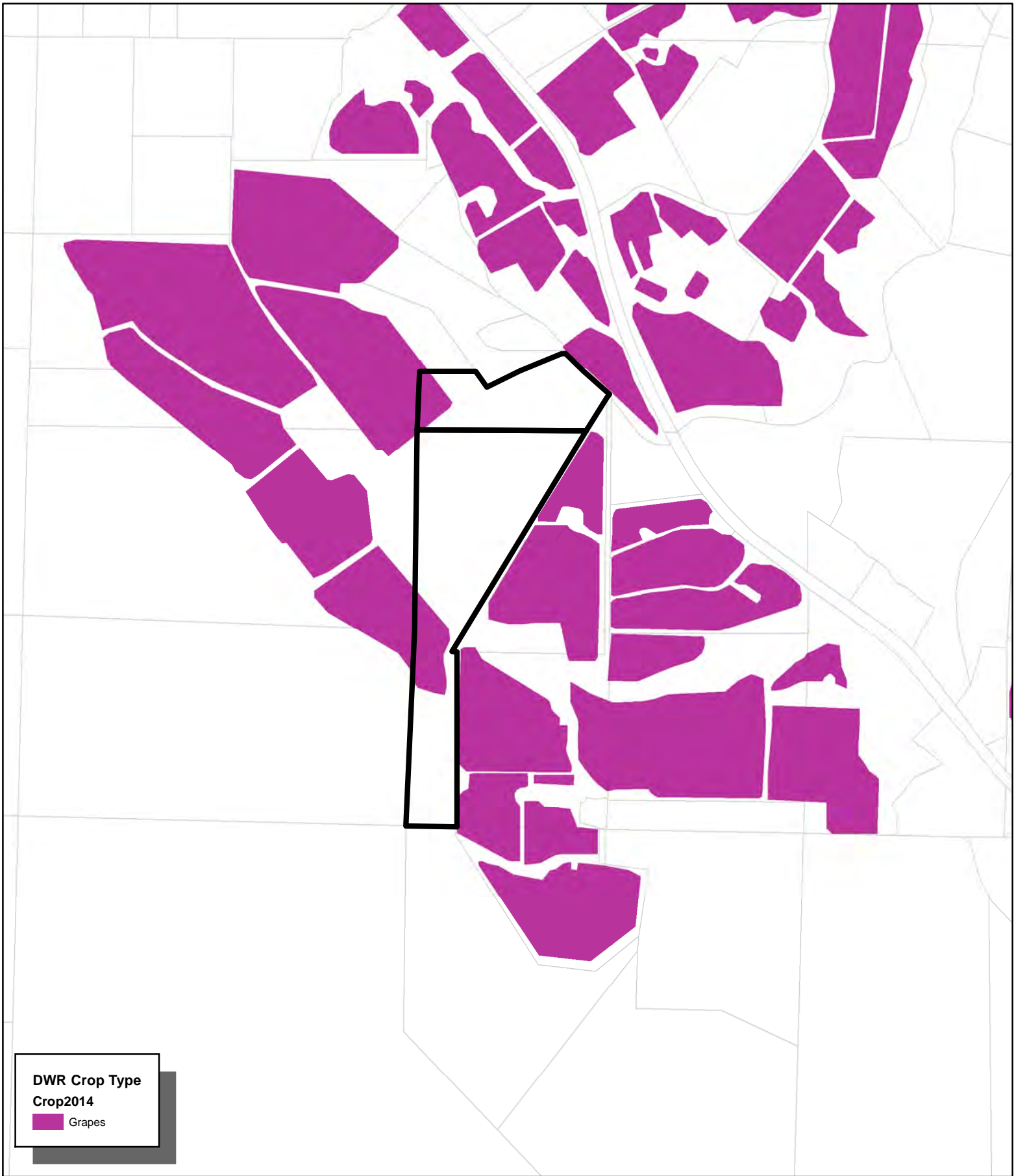
CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

 Assessors Parcels



IMPORTANT FARMLANDS

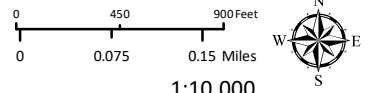
THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



DWR Crop Type
Crop2014
■ Grapes

CASE: AP 2023-0040
OWNER: Anderson Vineyards, Inc.
APN: 026-280-53 & 026-270-40
APLCT: Robert Gibson
AGENT: James R. Barrett
ADDRESS: 3150 Clark Rd., Philo

□ Assessors Parcels



1:10,000
DWR CROP TYPE

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES