



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

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

October 19, 2023

NOTICE OF PARTIAL NONRENEWAL

NOTICE IS HEREBY GIVEN THAT the Mendocino County Board of Supervisors at their regular meeting on Tuesday, October 31, 2023, will take action on the following project at 9:00 a.m. or as soon thereafter as the item may be heard. **This meeting will be held in the Mendocino County Board Chambers, 501 Low Gap Road, Ukiah, California 95482.**

CASE#: RE_2023-0003

DATE FILED: 05/12/2023

OWNER/APPLICANT: WEGER INTERESTS LTD

REQUEST: Request for authorization to serve a notice of partial nonrenewal of eighty (80±) acres of the Agricultural Preserve Contract established by Resolution No. 71-500.

ENVIRONMENTAL DETERMINATION: Exempt per 14 CCR §15061(B)(3)

LOCATION: 10± miles northwest of Ukiah, 1± mile south of Orr Springs Road (CR 233), 11± miles west of its intersection with U.S. Route 101 (US 101), with no site address listed; (eastern 80 acres of APN: 150-110-05).

SUPERVISORIAL DISTRICT: 5 (Williams)

STAFF PLANNER: LIAM CROWLEY

The staff report, notice, and related materials will be available for public review 10 days prior to the scheduled hearing on the Department of Planning and Building Services website at <https://www.mendocinocounty.gov/government/planning-building-services/public-notices>.

Virtual Attendance: Meetings are live streamed and available for viewing on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or by toll-free, telephonic live stream at 888-544-8306.

Mendocino County provides for digital attendance through Zoom. Zoom webinar information will be provided on the published agenda for the meeting. Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the Board reserves the right to conduct the meeting without remote access. Therefore, the only ways to guarantee that your participation or comments are received and considered by Board are to attend the meeting in person or submit your comment in writing in advance of the meeting.

Comments can be submitted using our online eComment platform at <https://mendocino.legistar.com/Calendar.aspx>. All submitted eComments will be made available to the Supervisors, staff, and the general public immediately upon submittal.

For details and a complete list of the latest available options by which to engage with agenda items, please visit: <https://www.mendocinocounty.gov/government/board-of-supervisors/public-engagement>.

Partial Nonrenewal requests are considered on the consent calendar, and the Board of Supervisors will not conduct a public hearing on this item.

If, at the meeting, at least one (1) member of the Board of Supervisors so requests, the permit shall not go into effect, and it shall be referred back to the Department of Planning and Building Services to be scheduled for a hearing by the Planning Commission. Public notice for the time and place of the public hearing will be provided.

If you challenge the above case in court, you may be limited to raising only those issues described in this notice or that you or someone else raised at the meeting, or in written correspondence delivered to the Board of Supervisors or the Department of Planning and Building Services at, or prior to, the meeting.

Additional information regarding the above noted case may be obtained prior to the Board of Supervisors meeting by calling the Department of Planning and Building Services at 707-234-6650, Monday through Friday.

The County of Mendocino complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Department by calling 463-4441 at least five days prior to the meeting.

JULIA KROG, Director of Planning and Building Services

TO: Board of Supervisors

FROM: Planning and Building Services

MEETING DATE: October 31, 2023

DEPARTMENT CONTACT: Liam Crowley
DEPARTMENT CONTACT: Julia Krog

PHONE: 707-234-6650
PHONE: 707-234-6650

ITEM TYPE: Consent Agenda

TIME ALLOCATED FOR ITEM: N/A

AGENDA TITLE:

Adoption of Resolution Authorizing the Clerk of the Board to Serve a Notice of Partial Nonrenewal of Eighty (80±) Acres within APN 150-110-05 of the Agricultural Preserve Contract Established by Resolution No. 71-500

RECOMMENDED ACTION/MOTION:

Adopt the Resolution authorizing Clerk of the Board to serve a notice of partial nonrenewal of eighty (80±) acres within APN 150-110-05 of the Agricultural Preserve contract established by Resolution No. 71-500, and authorize Chair to sign same.

PREVIOUS BOARD/BOARD COMMITTEE ACTIONS:

Ordinance No. 4345, Resolution No. 15-156 (Policies and Procedures for Agricultural Preserves and Williamson Act Contracts) Approved on October 6, 2015, Amended on March 21, 2017 by Resolution No. 12-041, Amended on March 27, 2018 by Resolution No. 18-050.

SUMMARY OF REQUEST:

Weger Interests LTD requests the partial nonrenewal of the Agricultural Preserve contract established by Resolution No. 71-500 for the eastern eighty (80±) acres of APN 150-110-05 to facilitate transfer of the property to the California Department of Parks and Recreation for incorporation into the Montgomery Woods State Natural Reserve. The project is located 10± miles northwest of Ukiah, 1± mile south of Orr Springs Road (CR 233), 11± miles west of its intersection with U.S. Route 101 (US 101), with no site address listed; (eastern 80 acres of APN: 150-110-05). See attached Staff Report and related materials for additional information.

ALTERNATIVE ACTION/MOTION:

Deny the request to authorize the Clerk of the Board to serve a notice of partial nonrenewal of eighty (80±) acres of the agricultural preserve contract established by Resolution No. 71-500, finding the request to be inconsistent with the goals and policies of the General Plan and/or the applicable sections of the Mendocino County Code, with respect to criteria necessary for inclusion into a contract for the balance of contracted land not subject to nonrenewal, as found in Mendocino County's Policies and Procedures for Agricultural Preserves and Williamson Act Contracts. Provide direction to staff.

DOES THIS ITEM SUPPORT THE GENERAL PLAN? Yes

STRATEGIC PLAN PRIORITY DESIGNATION: A Safe and Healthy County

SUPERVISORIAL DISTRICT: DISTRICT 5

VOTE REQUIREMENT: Majority

SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT:

<https://www.mendocinocounty.org/government/planning-building-services/public-notice>

FISCAL DETAILS:

SOURCE OF FUNDING: N/A
CURRENT F/Y COST: N/A
ANNUAL RECURRING COST: N/A
BUDGET CLARIFICATION: N/A

BUDGETED IN CURRENT F/Y: N/A
IF NO, PLEASE DESCRIBE:
REVENUE AGREEMENT: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO LIAISON: Steve Dunicliff, Deputy CEO

CEO REVIEW: Choose an item.

CEO COMMENTS:

FOR COB USE ONLY

Executed By: Deputy Clerk

Date: Date Executed

Final Status:Item Status

Executed Item Type: item Number:



SUMMARY

OWNER/APPLICANT:	WEGER INTERESTS LTD 2333 MILL CREEK LN HEALDSBURG, CA 95448
REQUEST:	Request for authorization to serve a notice of partial nonrenewal of eighty (80±) acres of the Agricultural Preserve Contract established by Resolution No. 71-500.
LOCATION:	10± miles northwest of Ukiah, 1± mile south of Orr Springs Road (CR 233), 11± miles west of its intersection with U.S. Route 101 (US 101), with no site address listed; (eastern 80 acres of APN: 150-110-05).
TOTAL ACREAGE:	100± Acres
GENERAL PLAN:	Rangeland 160-acre minimum (RL:160)
ZONING:	Rangeland (RL)
SUPERVISORIAL DISTRICT:	5 (Williams)
ENVIRONMENTAL DETERMINATION:	Exempt per 14 CCR §15061(B)(3)
RECOMMENDATION:	APPROVAL
STAFF PLANNER:	LIAM CROWLEY

BACKGROUND

PROJECT DESCRIPTION: Request for authorization to serve a notice of partial nonrenewal of eighty (80±) acres of the Agricultural Preserve and Williamson Act Contract established by Resolution No. 71-500. The contracted land is within Agricultural Preserve No. 301. According to the application, the proposed project would facilitate the transfer of the 80± acres to the California Department of Parks and Recreation for inclusion into the Montgomery Woods State Natural Reserve.

RELATED APPLICATIONS:

- A 135-71: Agricultural Preserve request which established Agricultural Preserve No. 301 and approved a Williamson Act contract over said land, approved by the Board of Supervisors on October 5, 1971, under Resolution No. 71-500.
- CC 9-2009: Certificate of Compliance which established the current configuration of the lot in which this parcel is located, recorded as Document No. 2011-00252 Mendocino County Records.

SITE CHARACTERISTICS: The site is part of a single legal parcel comprised of APN 150-110-04, 150-110-05, and a portion of 150-090-08 (previously known as APN 150-090-05). The site is bordered by the Montgomery Woods State Natural Reserve to the north and east. The portion to be non-renewed has a high degree of slope. A mapped wetland traverses the northeastern corner of the parcel. A comment was received from Save the Redwoods League regarding this project on June 30, 2023. The comment includes the following description of the land:

"The parcel contains the headwaters of Montgomery Creek, which flows through the heart

of the park’s old growth redwood grove, and is a tributary of the South Fork Big River, important anadromous fish habitat. Old growth redwood and Douglas-fir trees are also found on the property itself, along with a unique rocky outcrop that provides peregrine falcon habitat.”

SURROUNDING LAND USE AND ZONING:

	GENERAL PLAN	ZONING	LOT SIZES	USES
NORTH	Public Lands (PL)	Public Facilities (PF)	320± Acres	State Park
EAST	Public Lands (PL)	Public Facilities (PF)	160± Acres	State Park
SOUTH	Public Lands (PL)	Public Facilities (PF)	100± Acres	Open Space
WEST	Rangeland (RL)	Rangeland (RL)	40± Acres	Agricultural

PUBLIC SERVICES:

Access: Private via Orr Springs Road (CR 223)
 Fire District: None
 Water District: None
 Sewer District: None
 School District: Ukiah Unified

AGENCY COMMENTS: On June 19, 2023 project referrals were sent to the following agencies with jurisdiction over the Project. Any comment that would trigger a project modification, denial, conditions of approval, or required permits are discussed in full in the following section.

REFERRAL AGENCIES	COMMENT
Environmental Health Division	No Response
Building Inspection Division	No Comment
Assessor	No Response
Farm Advisor	No Response
Agricultural Commissioner	No Response
Forestry Advisor	No Response
Resource Lands Protection Committee	No Comments
Department of Fish & Wildlife	No Comment
Department of Parks & Recreation	No Response
Cloverdale Rancheria	No Response
Redwood Valley Rancheria	No Response
Sherwood Valley Band of Pomo Indians	No Response

Comments were received from Save the Redwoods League on June 30, 2023. The comments noted that the League has been facilitating transfer of the property from the current owners to the California Department of Parks and Recreation. These comments expressed support for the proposed partial non-renewal *“as it will facilitate permanent protection of the Rocky Ridge property’s unique natural resources for the public to enjoy.”*

The Resource Lands Protection Committee met on July 10, 2023 to discuss this project. No comments or concerns were received.

KEY ISSUES

Williamson Act Policies and Procedures: In accordance with Section 10.3(B) of the Mendocino County Policies and Procedures for Agricultural Preserves and Williamson Act Contracts (“Policies and Procedures”), the applicant filed an application with the Clerk of the Board to request partial nonrenewal of the above-described Williamson Act Contract. Section 10.3(B) states that...

“the County Department of Planning and Building Services shall review the application for compliance with the Williamson Act and these Policies and Procedures, schedule the application for consideration by the Board of Supervisors, and transmit a report and recommendation to the Board. In determining whether to approve the application, the Board may consider the effect of the proposed partial nonrenewal on the balance of contracted land not subject to the nonrenewal, including whether the balance of the contracted land would continue to qualify for the contract.”

Therefore, staff offers the following review of the proposal to determine if the remaining land under contract would continue to qualify for a contract in accordance with Policies and Procedures Section 5.3.

Pursuant to Section 5.3(A), the land to remain within the contract is within the existing Agricultural Preserve No. 301.

Pursuant to Section 5.3(B), the land to remain within the contract is devoted to agricultural use. The County Assessor most recently recorded a Notice of Implementation pursuant to Section 51244 of the California Government Code under Document No. 2022-13988, which shows that the term of the contract for the subject parcel has been renewed for an additional year. This indicates that the Assessor has not placed the subject property under nonrenewal. Therefore, it is reasonable to conclude that the property remains devoted to agricultural use.

Pursuant to Section 5.3(C), the land to remain within the contract is part of a legal parcel comprised of APN 150-110-04 (20± acres), 150-110-05 (100± acres), and 150-090-08 (40± acres) as evidenced by Certificate of Compliance CC 9-2009. APN 150-110-04 is not subject to a Williamson Act contract. Therefore, nonrenewal of the eastern 80± acres of APN 150-110-05 would leave 60± acres of this legal parcel within the subject Williamson Act contract. This meets the 40-acre minimum parcel size requirement for Non-Prime Agricultural Land.

Pursuant to Section 5.3(D), the land to remain within the contract would meet the annual income requirements for Non-Prime Agricultural Land. As evidenced by Document No. 2022-13988, the Assessor must have determined that the land continued to meet the income requirements for the existing contract, or else the property would have been placed under nonrenewal. Lack of comment from the Resource Lands Protection Committee supports this conclusion. The fact that the annual income requirements are determined by gross income per acre indicates that the potential loss of income resulting from the land proposed for nonrenewal would in turn reduce the annual income requirement proportionally to the amount of land remaining. 80± acres represent approximately 4.5% of the total area under contract.

ENVIRONMENTAL DETERMINATION

In accordance with California Code of Regulations (CCR) Title 14 Section 15061(B)(3), a project is exempt from CEQA if *“the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”* Though the proposed project does not strictly involve the transfer of ownership or interest in land, it strongly resembles such an action to preserve open space and habitat, which is an exempt activity under CCR Title 14 Section 15316 and 15325. The Project involves nonrenewal of a portion of an existing Williamson Act contract to facilitate the transfer of land to the California Department of Parks and Recreation for inclusion in Montgomery Woods State Natural Reserve. As discussed in the staff report and noted by Save the Redwoods League, the portion to be placed under nonrenewal includes unique habitat and open space. Because the land would be preserved in its natural state as part of the State Natural Reserve, there is no possibility that the proposed nonrenewal would have a significant effect on the environment. If the transfer were not to occur, the property would remain limited to those permitted uses outlined in Mendocino County Code Section 20.060.010. Regardless of the Williamson Act contract, Planning & Building Services exercises only ministerial authority over the establishment of these permitted uses, which is not subject to CEQA. Environmental impacts related to these land uses were previously addressed when the Rangeland zoning district was applied to the property. Therefore, the project is subject to the common sense exemption.

RECOMMENDATION

That the Board of Supervisors adopt the Resolution approving RE_2023-0003, authorizing the serving of a notice of partial nonrenewal of eighty (80±) acres of the Agricultural Preserve Contract established by Resolution No. 71-500 based on the findings and evidence in the record before it.

10/10/23

DATE

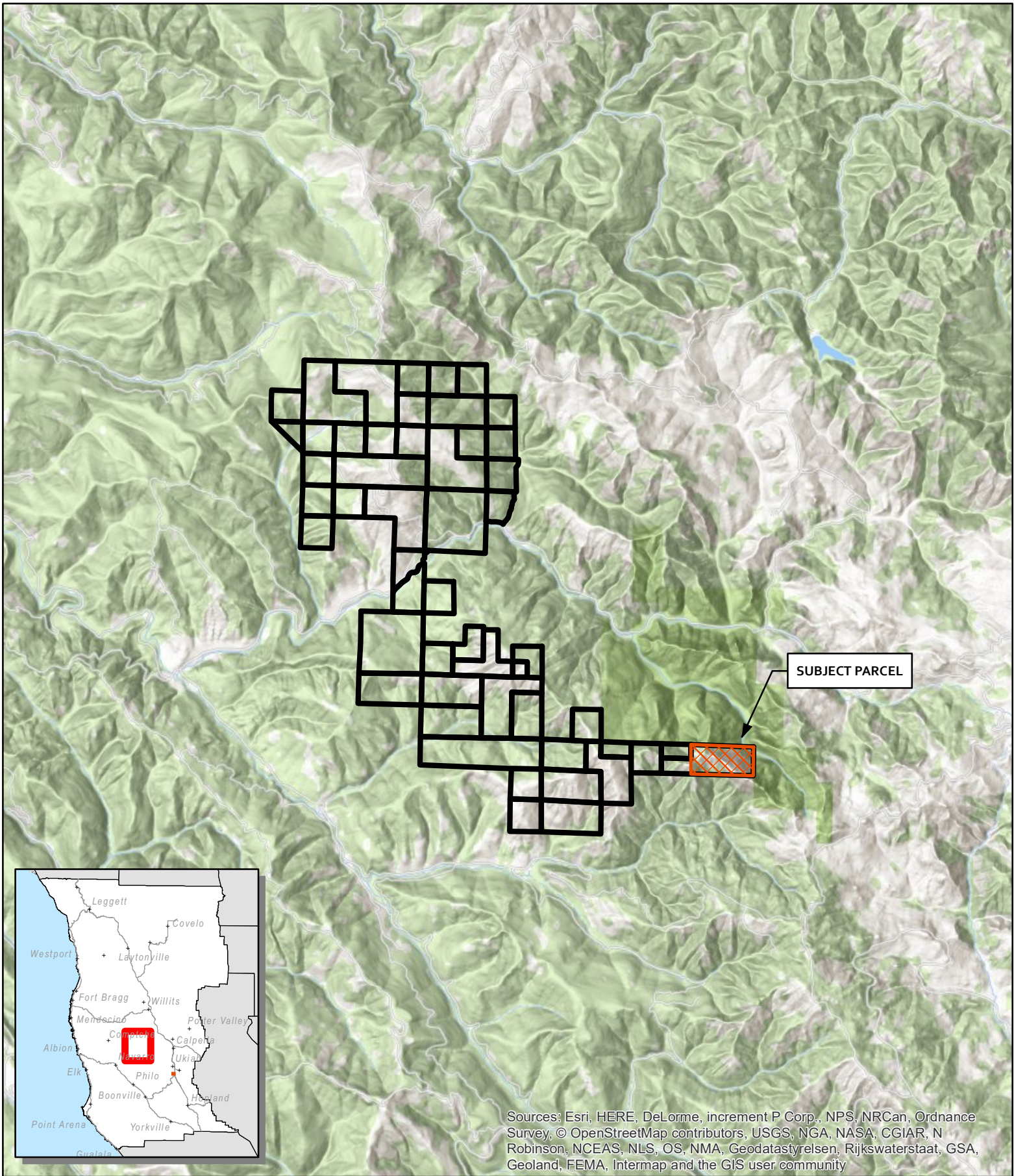


LIAM CROWLEY
PLANNER II

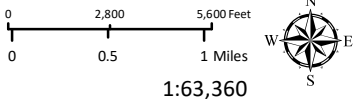
ATTACHMENTS:

- A. Location
- B. Aerial Imagery
- C. Zoning
- D. General Plan
- E. Adjacent Parcels
- F. Wetlands
- G. Williamson Act
- H. Important Farmland
- I. State Parks
- J. Application Materials
- K. Comment from Save the Redwoods League

RESOLUTION (Exhibit A):



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



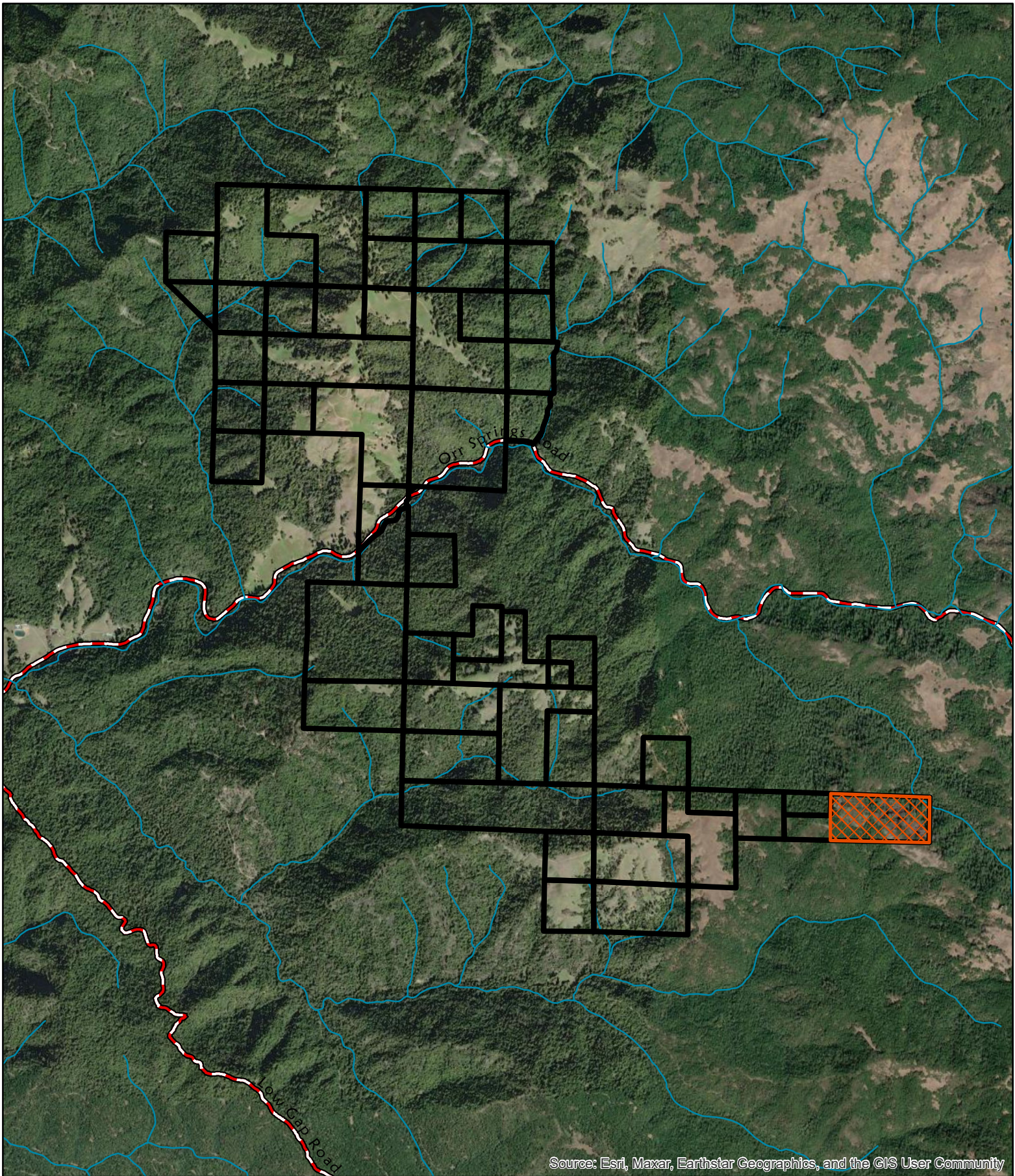
CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

 80 acres




1:63,360

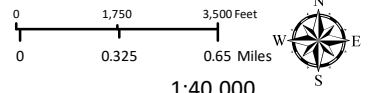
LOCATION

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



CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

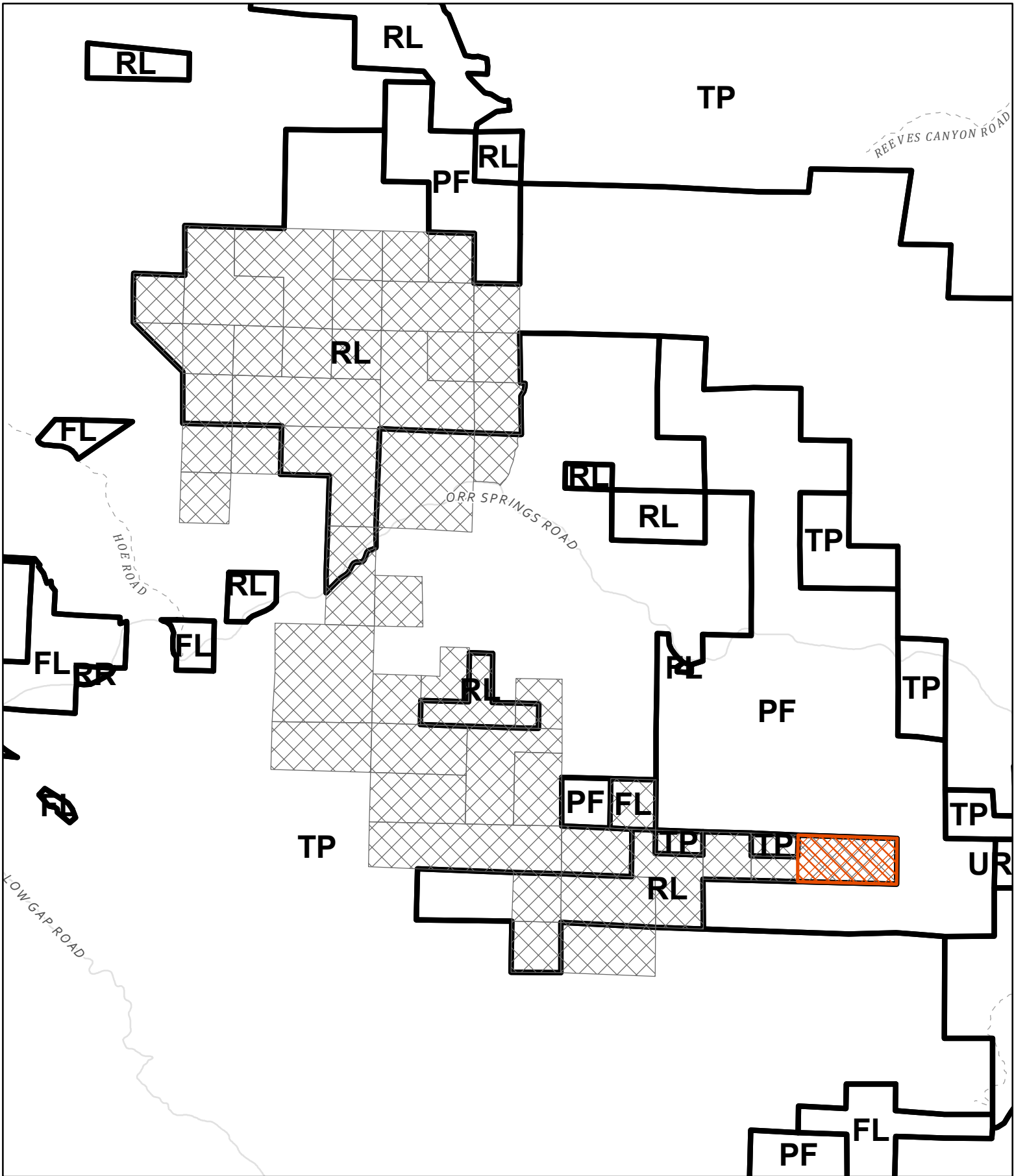
-  Hydrology
-  Major Roads
-  80 acres



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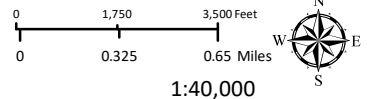
AERIAL IMAGERY

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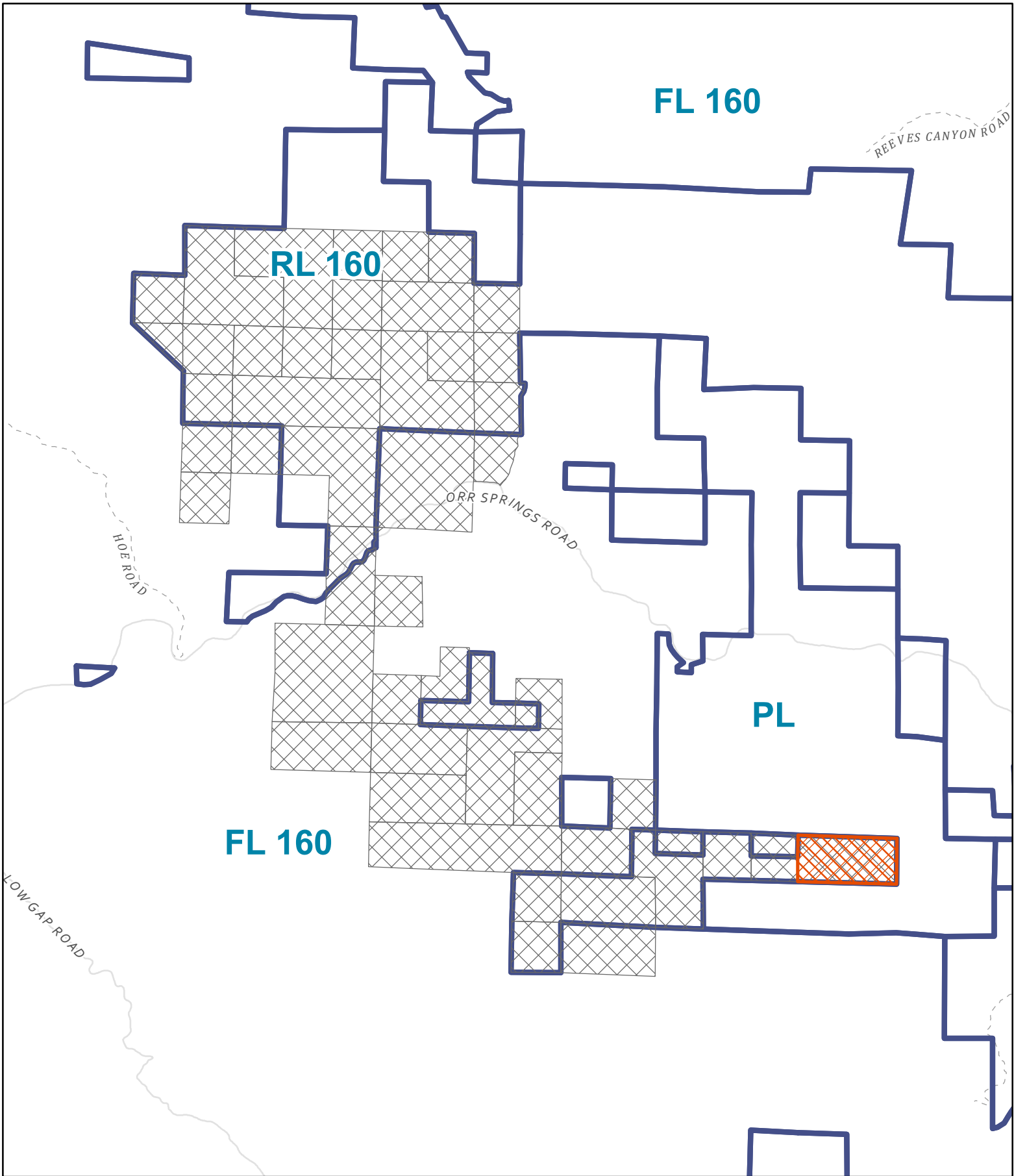
CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

-  Zoning Districts
-  80 acres
-  Public Roads
-  Private Roads




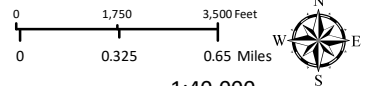
ZONING

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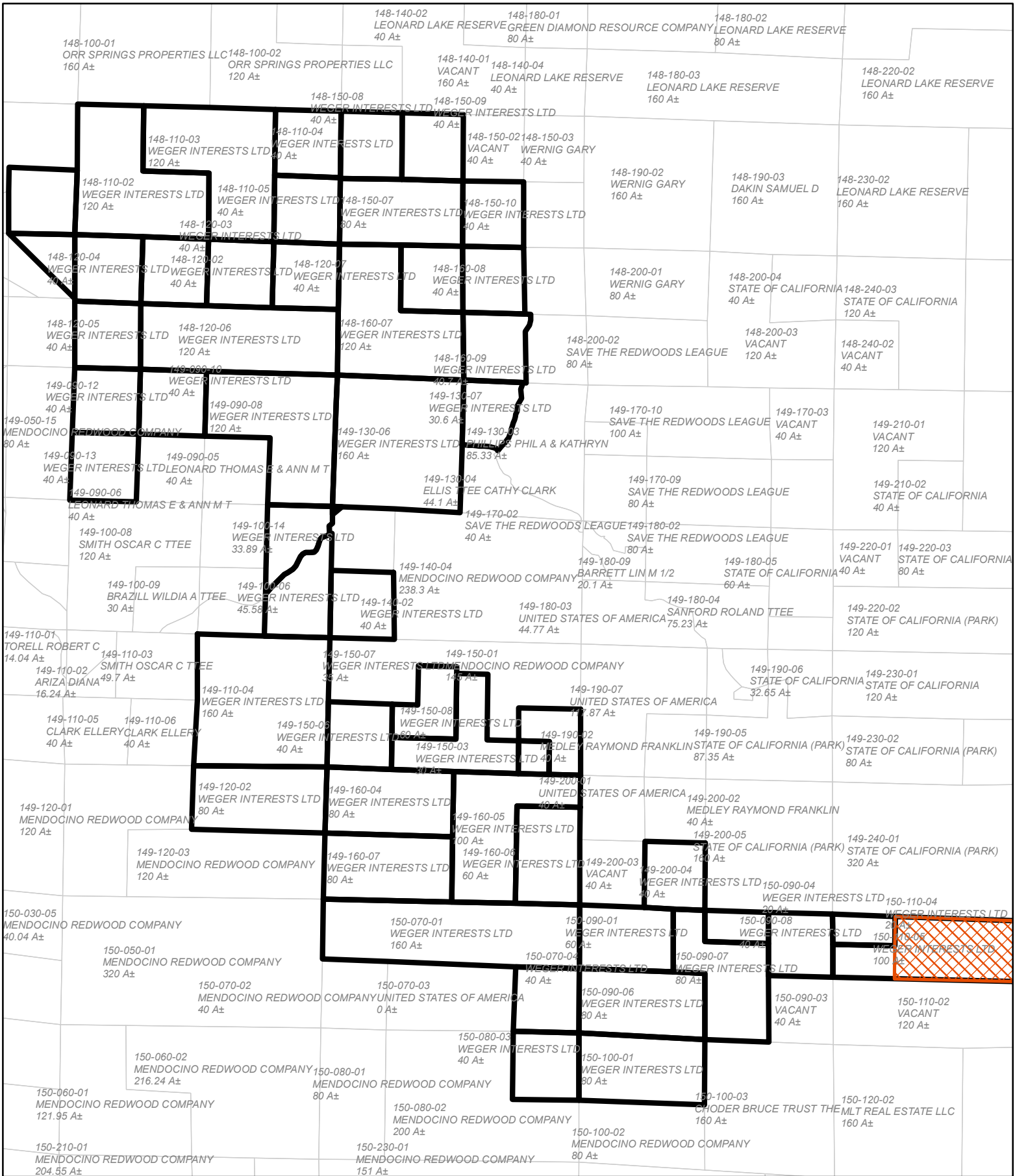
CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

-  Public Roads
-  Private Roads
-  80 acres



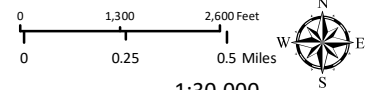
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GENERAL PLAN

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
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CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

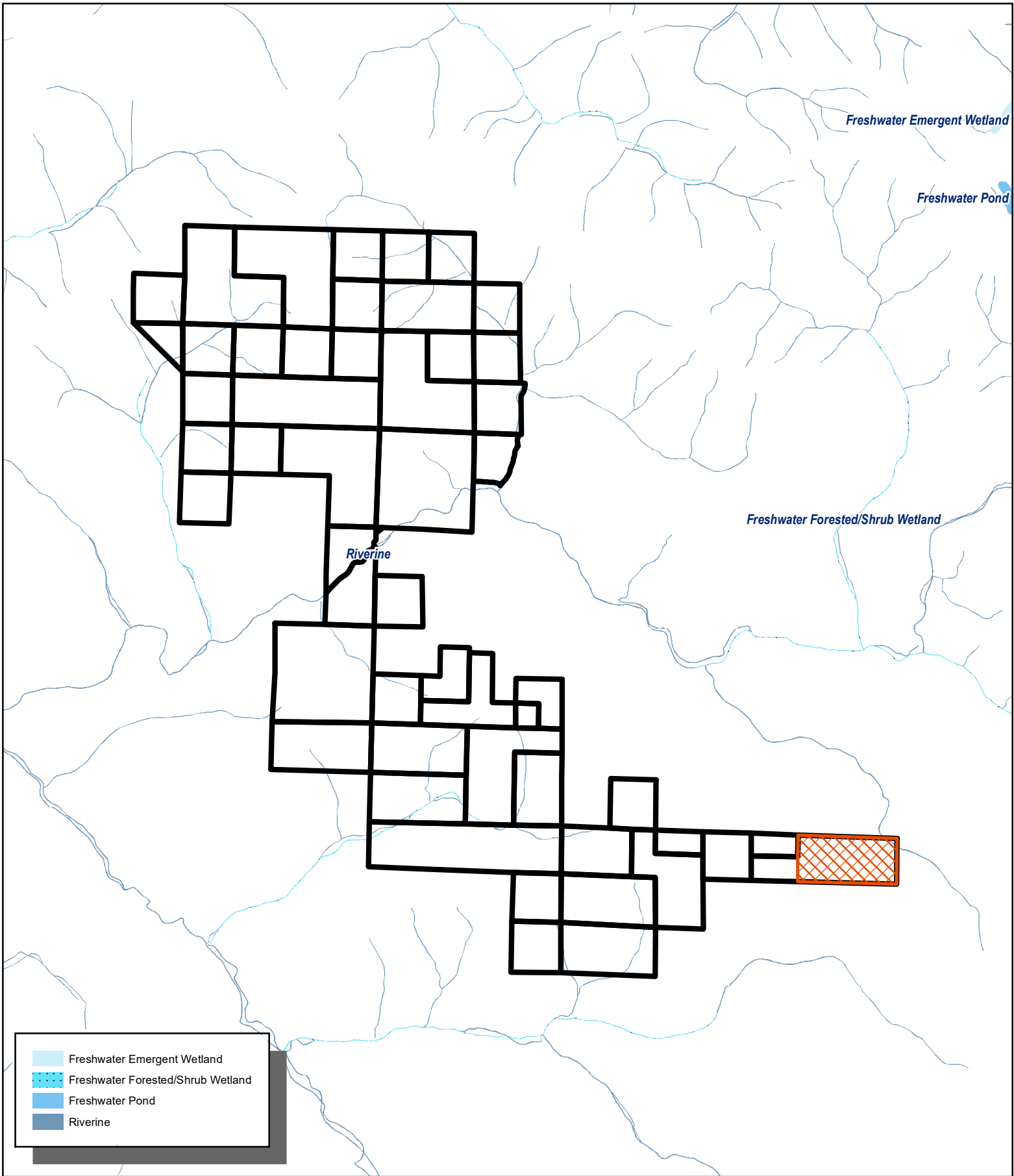
Assessors Parcels
 80 acres







1:30,000

ADJACENT PARCELS

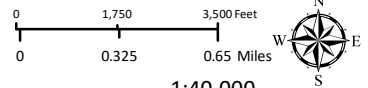
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	Freshwater Emergent Wetland
	Freshwater Forested/Shrub Wetland
	Freshwater Pond
	Riverine

CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

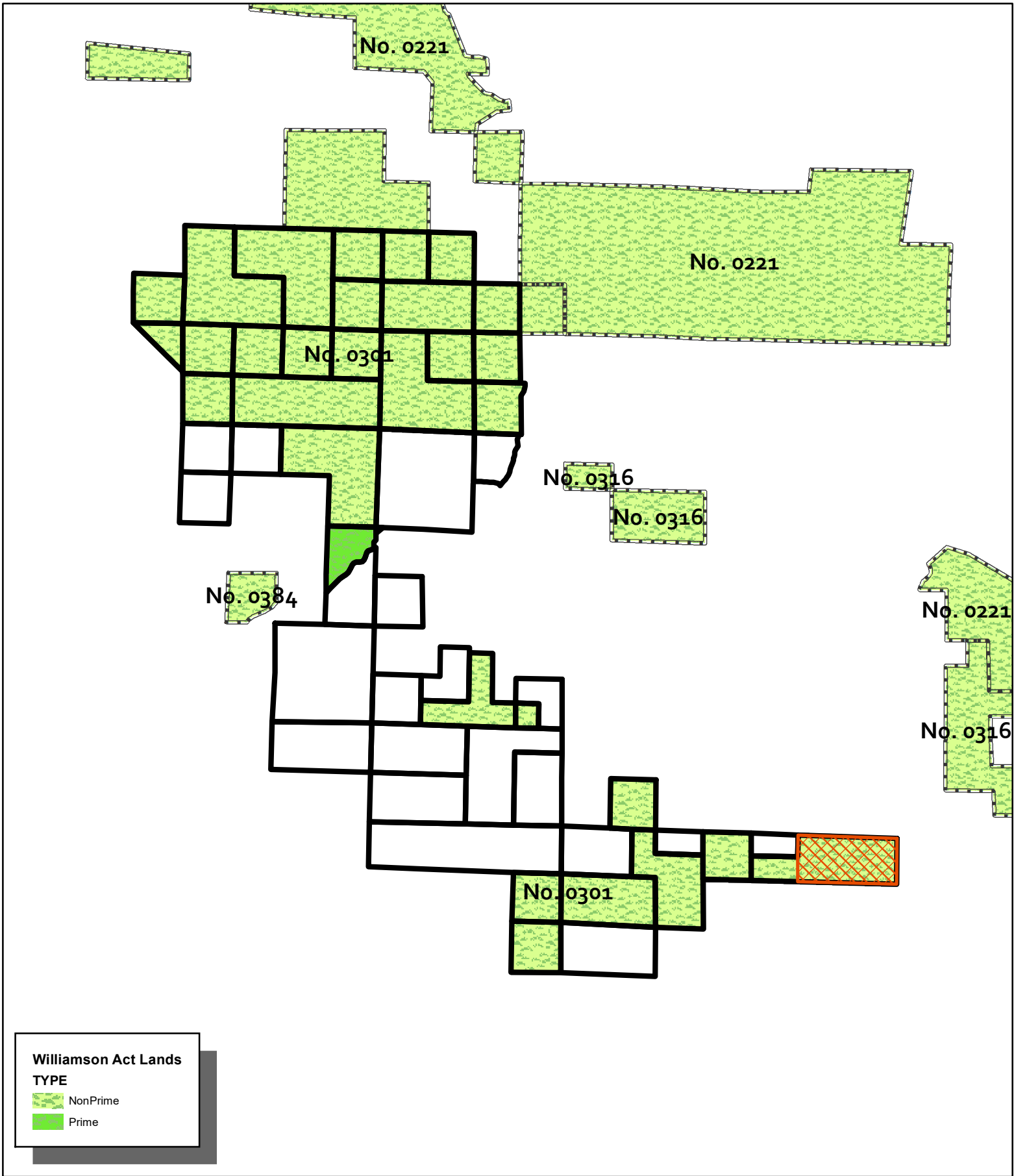
 80 acres



1:40,000

WETLANDS

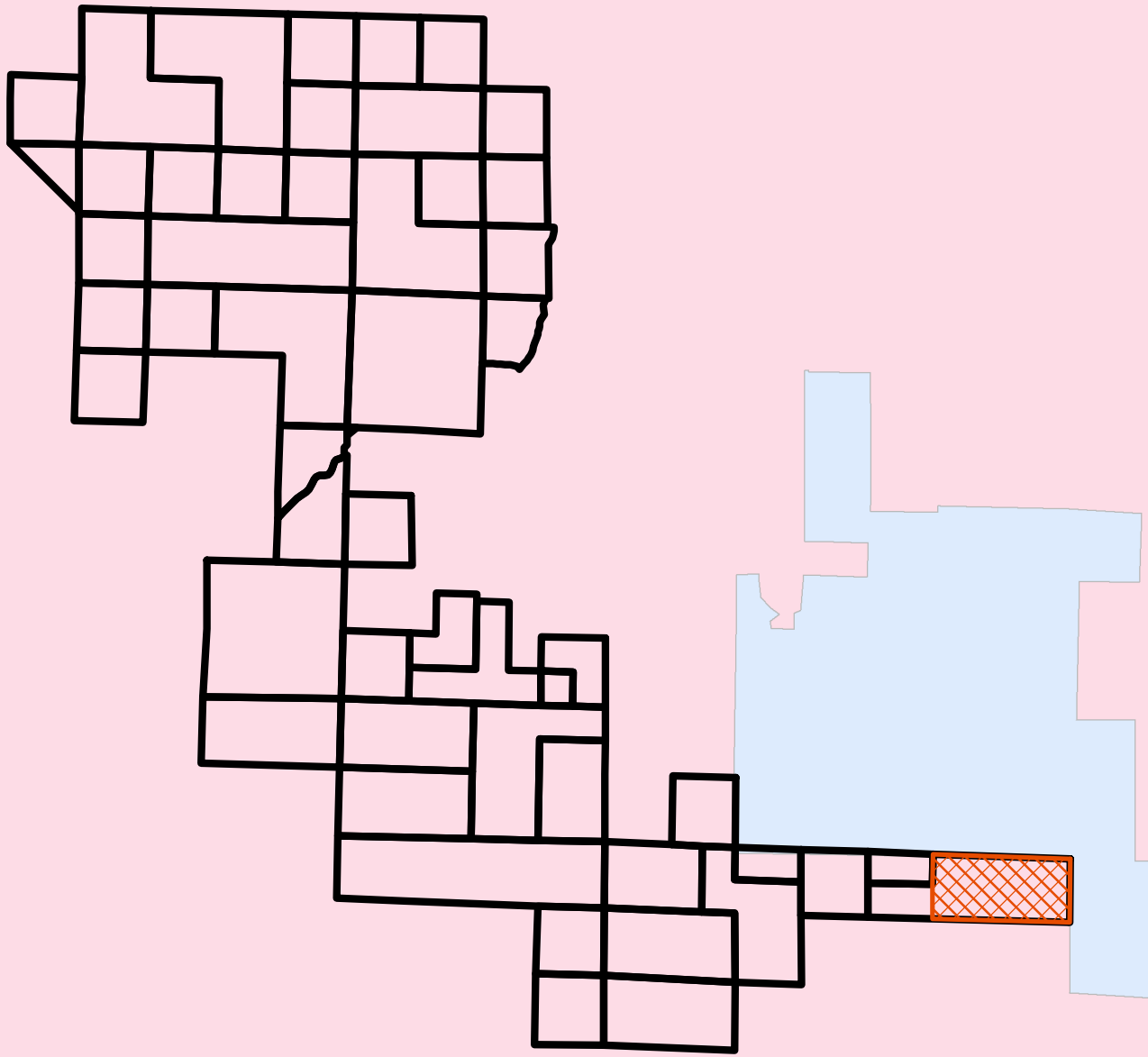
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CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
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AGENT:
ADDRESS: Various

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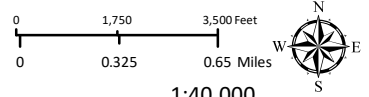
WILLIAMSON ACT



-  Urban & Built-Up Land (D)
-  Grazing Land (G)
-  Rural Residential & Rural Commercial (R)
-  Non-Ag & Natural Vegetation (nv)

CASE: RE 2023-0003
OWNER: Weger Interests, Ltd
APN: Various
APLCT: Lisa Weger
AGENT:
ADDRESS: Various

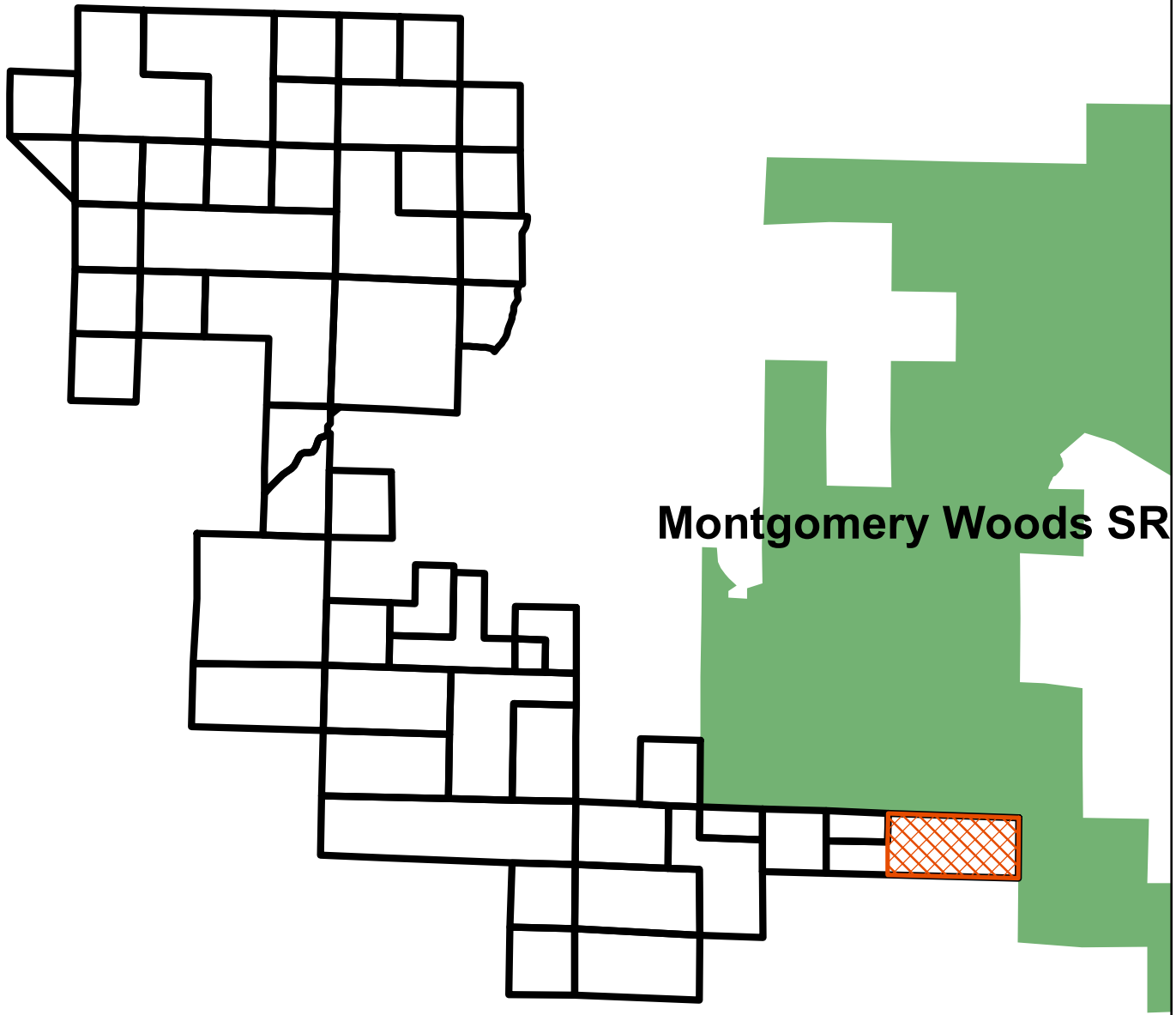
 80 acres



1:40,000

IMPORTANT FARMLAND

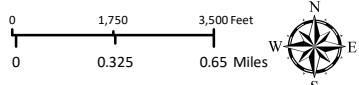
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Montgomery Woods SR

CASE: **RE 2023-0003**
OWNER: **Weger Interests, Ltd**
APN: **Various**
APLCT: **Lisa Weger**
AGENT:
ADDRESS: **Various**

 State Parks
 80 acres



1:40,000
STATE PARKS

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RE-2023-0003

April 23, 2023

Ms. Atlas Pearson,
Senior Deputy Clerk of the Board
501 Low Gap Rd. Room 1010
Ukiah, CA 95482

Dear Ms. Pearson.

Enclosed you will find the following documents:

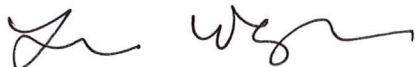
The Notice of Non-Renewal
The Petition for Non-Renewal
The Original Agricultural Preserve Contract
A Preliminary Title Report for the 80 acres we propose to transfer to State Parks, and
The List of Weger Interests APN's that will remain in the Williamson Act after the proposed non-renewal is approved.

Also enclosed is a check for \$3,247.00 the fee for processing and recording this Petition.

Again, thank you very much for all of your assistance in moving this matter forward. I know that it is a very unusual request.

If you have any questions please feel free to call me at 707 272-2158 or email me.

Best Regards,



Lisa Weger
Managing Partner
Weger Interests, Ltd.

AFTER RECORDING RETURN TO:
MENDOCINO COUNTY ASSESSOR
501 LOW GAP RD, ROOM 1040
UKIAH, CA. 95482

NOTICE OF NONRENEWAL
AGRICULTURAL PRESERVE CONTRACT
COUNTY OF MENDOCINO
(Sec 51245, Gov. Code)
(Sec. 22.08.110, County Code)

Agricultural Preserve # 71-500

Plan File # _____

Date of this Petition: March, 2023

Date Contract Recorded: Nov. 18, 1971

The undersigned, pursuant to Government Code section 51282, hereby petitions the County of Mendocino for Nonrenewal of 80 acres (all/portion) of the above stated Agricultural Preserve contract recorded in Book 868, Page 405, Official Records, County of Mendocino, more particularly described as follows:

The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 26, Township 16 North, Range 14 West, M.D.B. & M.

The Assessor's parcel number (APN) of the above legal descriptions is/are:

The eastern 80 acres of APN 150-110-050

Name and Address of each owner petitioning for nonrenewal:

Name	Address	City, State, Zip
Weger Interests, Ltd	2333 Mill Creek Lane,	Healdsburg CA 95448

Name of the party requesting nonrenewal: Lisa Weger, Mtging Ptrn, Weger Interests, Ltd

NAME AND SIGNATURE OF EACH OWNER:

Printed Name: Lisa Weger

Lisa Weger 4-21-23
Signature Date
Weger Interests Ltd

Printed Name: _____

Signature _____ Date _____

Printed Name: _____

Signature _____ Date _____

Printed Name: _____

Signature _____ Date _____

Printed Name: _____

Signature _____ Date _____

Printed Name: _____

Signature _____ Date _____

ALL SIGNATURES MUST BE NOTARIZED

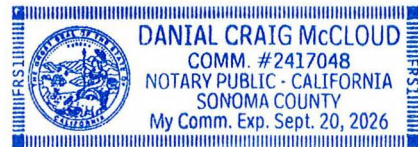
State of California)
D.M. Sonoma) ss.
County of ~~Mendocino~~

On April 21, 2023, before me Daniel Craig McCloud, Notary Public
personally appeared Lisa Weger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



If a portion of the above-state Agricultural Preserve is being nonrenewed, the undersigned hereby certifies that the Board of Supervisors, County of Mendocino, has approved this nonrenewal.

MENDOCINO COUNTY BOARD OF SUPERVISORS

ATTEST: CLERK OF THE BOARD

Chair _____ Date _____

Deputy _____ Date _____



PETITION FOR NONRENEWAL OF
 AGRICULTURAL PRESERVE CONTRACT
 COUNTY OF MENDOCINO
 (Sec. 51245, Gov. Code)

Agricultural Preserve # 71-500 Plan File # _____

Date of this Petition: March, 2023 Date Contract Recorded: Nov. 18, 1971

The undersigned, pursuant to Government Code section 51245, hereby petitions the County of Mendocino for Nonrenewal of 80 acres of the above stated Agricultural Preserve contract recorded in Book 868, Page 405, Official Records, County of Mendocino, more particularly described as follows:

The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 26, Township 16 North, Range 14 West, M.D.B. & M.

The Assessor's parcel number (APN) of the above legal descriptions is/are:

The eastern 80 acres of APN 150-110-050

Name and Address of each owner petitioning for nonrenewal:

Name	Address	City, State, Zip
Weger Interests, Ltd.	2333 Mill Creek Lane	Healdsburg CA 95448

Name of the party requesting nonrenewal: Lisa Weger, Mtg Partner Weger Interests, Ltd.

NOTE: There will be a fee charged by the Planning Department.

Please indicate the current use of the land. Attach a separate sheet, if necessary.

Grazing land

Please indicate the proposed use of the land. Attach a separate sheet, if necessary.

It is proposed that the 80 acres will be transferred to CA State Parks for inclusion into the Montgomery Woods State Natural Reserve.

PARTIAL NONRENEWAL: The Assessor's parcel number(s) (APN(s)) to be nonrenewed is/are:

The Eastern 80 acres of APN 150-110-050.

PARTIAL NONRENEWAL: The Assessor's parcel number(s) (APN(s)) to remain in contract is/are:

The Eastern 80 acres of APN 150-110-050.

NAME AND SIGNATURE OF EACH OWNER:

<u>Le Weyer</u>	<u>Monty</u>	<u>01-21-2023</u>	_____	_____
Signature		Date	Signature	Date
<u>Weyer Interests, etd</u>				
_____	_____	_____	_____	_____
Signature		Date	Signature	Date
_____	_____	_____	_____	_____
Signature		Date	Signature	Date

Please submit petition to the Mendocino County Clerk of the Board's Office located at:

501 Low Gap Road, Room 1010
Ukiah, CA. 95482

APN'S FOR WILLIAMSON ACT CONTRACTS FOR WEGER

APN'S	ACRES
148-070-030	40
148-080-040	20
148-110-020	120
148-110-030	120
148-110-040	40
148-110-050	40
148-120-020	40
148-120-030	40
148-120-040	40
148-120-050	40
148-120-060	120
148-120-070	40
148-150-070	80
148-150-080	40
148-150-090	40
148-150-100	40
148-160-060	40
148-160-070	120
148-160-080	40
148-160-090	40
149-090-080	120
149-100-140	34

149-150-080	60
149-200-0407	40
150-070-040	40
150-080-030	40
150-090-060	80
150-090-070	80
150-090-080	40
150-110-050	100*

* as proposed, the western 20 acres of this parcel will remain in the Williamson Act and the eastern 80 acres will transfer to State Parks.

Total acres 1774**

**If the partial non-renewal is approved, 1694 acres will remain in the Williamson Act contract.

Mendocino County

COUNTY BOARD OF SUPERVISORS

14669 RECORDED AT REQUEST OF
COUNTY BOARD OF SUPERVISORS
BOOK 808 PAGE 405
Nov 18 9 27 AM '71
OFFICIAL RECORDS
MENDOCINO COUNTY, CALIF.
Clara K. Anderson
RECORDER

Owner Donald W. Weger
Preserve Type 2 Zone _____
Agric. Preserve Resolution No. 71-500

MENDOCINO COUNTY

AGRICULTURAL PRESERVE CONTRACT

THIS CONTRACT is made and entered into this 12th ^{CL} day of November
19 71, by and between Donald W. Weger

_____, 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. 71-500 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
Plain File No. 3, at page 42 on the 18 day of Nov, 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 Section 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 the provisions thereof and such other provisions as are specifically made applicable to this contract.

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, a compatible use during the term of this contract or any renewals thereof.

10. Term of Contract. This contract shall be effective commencing on the 29th day of February, 1972, and shall remain in effect for a period of ten (10) years there from 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 purpose 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.

Mendocino County

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:

Donald W. Weger

Post Office Box 417

Nice, California 95464

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>
None	None
_____	_____
_____	_____
_____	_____
_____	_____

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.

Donald W. Weger
Donald W. Weger

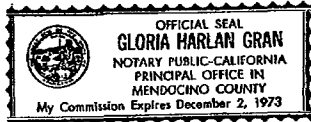
OWNER

Mendocino County

STATE OF CALIFORNIA)
) ss.
County of Mendocino)

On this 12th day of November, 19 71,
before me, the undersigned, a notary public in and for said county and state, residing therein, duly
commissioned and sworn, personally appeared DONALD W. WEGGER

_____ 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 executed the same.



Gloria Harlan Gran
Notary Public
My commission expires: 12/2/73

ATTEST:
Clerk of said Board
By [Signature]
Deputy

COUNTY OF MENDOCINO
By [Signature]
Chairman, Board of Supervisors
COUNTY



STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

On this 16th day of November, 19 71,
before me, the undersigned, a notary public in and for said county and state, residing therein, duly
commissioned and sworn, personally appeared [Signature]
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.



Martha I. Feliz
Notary Public
My commission expires: _____

Mendocino County

EXHIBIT "A"

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

T 16 N. R 14 W. M. D. B. & M.

Section 4 S.W. 1/4 of the S.W. 1/4

" 5 All

" 6 Lots 1 and 2

" 7 S.E. 1/4 of the N.E. 1/4; That portion of the N.E. 1/4 of the S.E. 1/4 lying Northeasterly of a line drawn from the S.E. corner to the N.W. corner.

" 8 All

9 All, except the N. 1/2 of the N.E. 1/4.

16 N.W. 1/4; S.W. 1/4 of the S.W. 1/4; that portion of the N.E. 1/4 lying North of the County Road and West of Dark Gulch.

17 W. 1/2 and the N.E. 1/4 of the N.W. 1/4; E. 1/2 and N.W. 1/4 of the N.E. 1/4; E. 1/2 of the S.E. 1/4.

20 N.E. 1/4; N. 1/2 of the S.E. 1/4.

21 S. 1/2; S. 1/2 of the N. 1/2 except the N.E. 1/4 of the S.W. 1/4 of the N.E. 1/4; S.W. 1/4 of the N.W. 1/4 of the N.E. 1/4; that portion of the N.E. 1/4 of the N.W. 1/4 as described in Book 162 at page 97 of Mendocino County Official Records, containing 15 acres more or less.

" 22 S.E. 1/4 of the S. W. 1/4.

" 26 N. 1/2 of the N.W. 1/4; N.W. 1/4 of the N.E. 1/4.

" 27 N. 1/2, except the S.E. 1/4 of the N.E. 1/4; N. 1/2 of the S.W. 1/4.

" 28 N. 1/2 of the N. 1/2; S.E. 1/4 of the N.E. 1/4; N.E. 1/4 of the S.E. 1/4.

Assessor's Parcel Numbers

42-01-03, 07, 22

42-02-30, 18, 24, 39, 07, 41, 35, 38, 13, 05, 34, 29, 31

42-05-26, 27, 28, 31, 33, 35, 36, 01, 11, 39, 02

42-06-23

42-08-05, 07

42-09-01, 08, 34

APPROVED
W. L. BROWN
Mendocino County Assessor
Date:

Donald W. Weger
Donald W. Weger

Mendocino County

APPROVED
W. L. Brown
W. L. BROWN
Mendocino County Assessor
Date: 1 23 1933



Redwood Empire Title Company of Mendocino County

405 S. Orchard Avenue, P. O. Box 238
Ukiah, CA 95482

Phone: (707)462-8666 • Fax: (707)462-5010

Our No.: 20202902RB

Your No.:

Seller: Weger Interests, LTD

Buyer: Save The Redwoods League

When replying Please Contact:

ESCROW OFFICER: Rosanne Burlesci

rburlesci@redwoodtitle.com

UPDATED PRELIMINARY REPORT

Property Address: **80 Acre Parcel, CA**

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

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

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

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

Dated as of October 25, 2022 at 07:30 AM.

Steve Burlesci
Chief Title Officer

sburlesci@redwoodtitle.com

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

CLTA Standard 1990 Owners Policy
Underwritten by Old Republic National Title Insurance Company

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:

a Fee

2. Title to said estate or interest at the date hereof is vested in:

Weger Interests, LTD. a limited partnership formed pursuant to the Texas Revised limited Partnership Act,
Tex. Rev. Civ. Stat. Ann. art. 6132a-1

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

The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 26, Township 16 North, Range 14 West, M.D.B.&M.

APN: a portion of 150-110-05

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, as follows
Assessor's Parcel No.: 150-110-05
Code No.: 154-011
1st Installment: \$27.08, Unpaid
2nd Installment: \$27.08, Unpaid

Also affects other property.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
3. Any easement for water course over that portion of said land lying within the banks of Montgomery creek.
4. Such rights and easements for commerce, navigation, fishery, and recreation, which may exist over that portion of said land lying below the high water mark of Montgomery creek.
5. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded November 18, 1971 in Book 868, Page 405 of Official Records.
 - a. Notices of Implementation Under Williamson Act recorded December 29, 2010 as 2010-18377 and December 27, 2011 as 2011-17950 and December 27, 2012 as 2012-19731, December 27, 2013 as 2013-19038, December 29, 2014 as 2014-15380, December 28, 2015 as 2015-17547, December 28, 2016 as 2016-17661, January 4, 2018 as 2018-00103, and December 31, 2018 as 2018-15997, December 31, 2019 as 2019-16030, December 23, 2020 as 2020-17713, December 22, 2021 as 2021-18483 of Official Records.
6. The requirement that a copy of the partnership agreement for Weger Interests, Ltd. and any amendments thereto, together with a current list of all partners, be furnished to us for review.
The Company reserves the right to make additional exceptions and/or requirements upon examination of the foregoing.
7. This report is issued to facilitate a Conservation Easement and may not describe a legally separate parcel.

END OF SCHEDULE B

INFORMATIONAL NOTES:

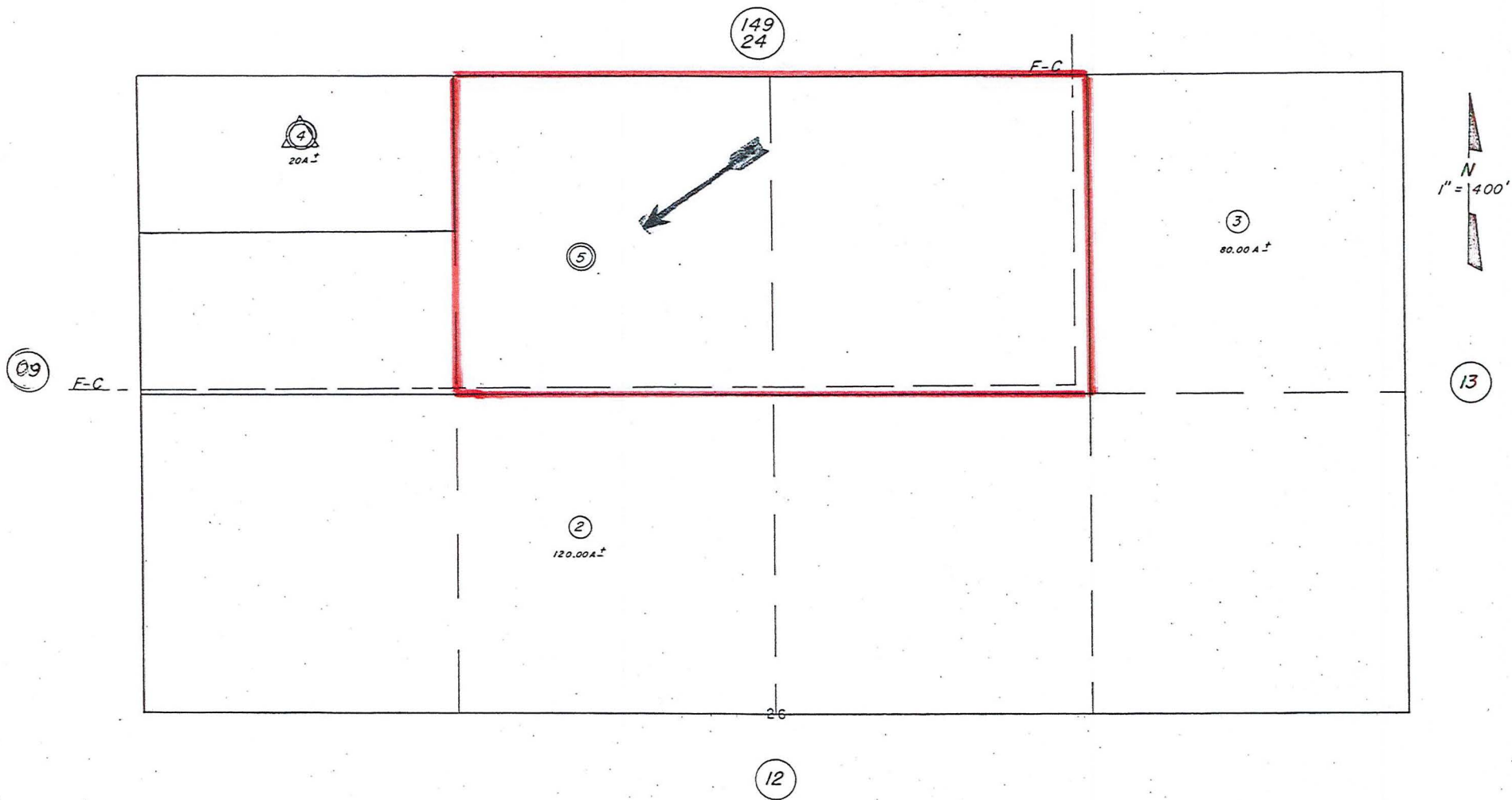
1. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows: NONE

Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

N. 1/2 Sec. 26, T. 16N. R. 14W., MDB&M

154-108
F-C
TPZ

150-11



CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990**

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

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

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

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Redwood Empire Title Company
P.O. Box 238
Ukiah, CA 95482

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Liam Crowley

From: pbs
Sent: Friday, June 30, 2023 8:59 AM
To: Liam Crowley
Subject: FW: Comment on Case #: RE_2023_0003
Attachments: Rocky Ridge WAC Partial Non-Renewal Comment Request.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Adrianna Andreucci <aandreucci@savetheredwoods.org>
Sent: Thursday, June 29, 2023 3:41 PM
To: pbs <pbs@mendocinocounty.org>
Subject: Comment on Case #: RE_2023_0003

Hello,

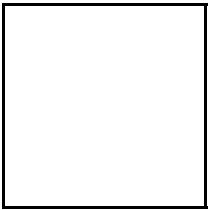
Save the Redwoods League received the attached request for comment on the authorization to serve a notice of partial nonrenewal of 80-acres the Mendocino County Agricultural Preserve Contract designated in Resolution No. 71-500. Our comments are as follows.

We have been working with the landowners of this parcel, known as Rocky Ridge, to transfer it to CA State Parks for inclusion into the adjacent Montgomery Woods State Natural Reserve. Per our signed Purchase & Sale Agreement, the property will be deeded directly from the current owner to CA State Parks, the League is simply facilitating the transaction and paying the purchase price. CA State Parks will receive the property by donation.

This parcel contains the headwaters of Montgomery Creek, which flows through the heart of the park's old growth redwood grove, and is a tributary to the South Fork Big River, important anadromous fish habitat. Old growth redwood and Douglas-fir trees are also found on the property itself, along with a unique rocky outcrop that provides peregrine falcon nesting habitat. With its natural resource values and adjacency to one of Mendocino County's premiere redwood parks, Save the Redwoods League, the landowner, and CA State Parks are committed to seeing Rocky Ridge added to this fabric of protected lands.

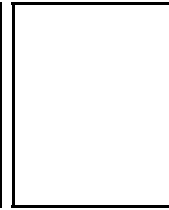
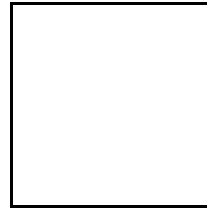
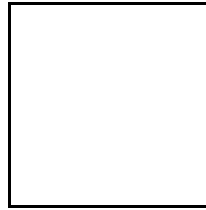
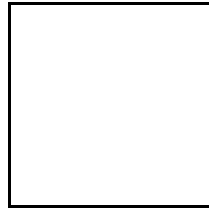
Before the property can be transferred to CA State Parks, the Williamson Act Contract encumbering the property must be nonrenewed as the State cannot accept title to a property with any encumbrances. The remainder of the Williamson Act Contract will remain in place, ensuring that the agricultural values the Contract preserves are maintained. We support this authorization for partial nonrenewal as it will facilitate permanent protection of the Rocky Ridge property's unique natural resources for the public to enjoy.

Sincerely,
Adrianna



Adrianna Andreucci
Land Protection Manager
Pronouns: she/her
aandreucci@savetheredwoods.org
p 415-820-9884 f 415-362-7017

111 Sutter Street, 11th Floor
San Francisco CA 94104
SaveTheRedwoods.org



RESOLUTION NO. 23-_____

RESOLUTION OF THE MENDOCINO COUNTY BOARD
OF SUPERVISORS AUTHORIZING THE CLERK OF THE
BOARD TO SERVE A NOTICE OF PARTIAL
NONRENEWAL OF EIGHTY (80±) ACRES OF THE
AGRICULTURAL PRESERVE CONTRACT
ESTABLISHED BY RESOLUTION NO. 71-500; APN 150-
110-05.

WHEREAS, the applicant, Weger Interests LTD, filed an application with the Clerk of the Board for authorization to serve a notice of partial nonrenewal of eighty (80±) acres of the Agricultural Preserve contract established by Resolution No. 71-500 (the "Project"), located 10± miles northwest of Ukiah, 1± mile south of Orr Springs Road (CR 233), 11± miles west of its intersection with U.S. Route 101 (US 101), with no site address listed; (eastern 80 acres of APN: 150-110-05); General Plan Rangeland (RL); Zoning Rangeland (R-L); Supervisorial District 5; and

WHEREAS, the County Department of Planning and Building Services has received said application, reviewed the application for compliance with the Williamson Act and the County Policies and Procedures for Agricultural Preserves and Williamson Act Contracts, scheduled the application for consideration by the Board of Supervisors, and transmitted a report and recommendation to the board; and

WHEREAS, the Project has been determined to be exempt from the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines per 14 CCR §15061(B)(3); and

WHEREAS, Mendocino County has adopted section 10.3(B) of the Policies and Procedures for Agricultural Preserves and Williamson Act Contracts pursuant to Mendocino County Code section 22.08.010, which establishes the procedure by which a landowner may apply for authorization to serve a notice of partial nonrenewal; and

WHEREAS, the Board of Supervisors has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Board of Supervisors regarding the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, based on the evidence in the record before it, makes the following findings:

1. General Plan and Zoning Consistency Findings

- a. The Project is consistent with the property's General Plan land use designation of Rangeland (RL) and with applicable goals and policies of the General Plan. The nonrenewal is requested in order for the applicant to transfer the property to the California Department of Parks and Recreation for incorporation into Montgomery Woods State Natural Reserve, which is consistent with the General Use of "conservation" outlined in General Plan Policy DE-17. The goal of transferring the property into the Reserve is also supported by General Plan Policy DE-171, RM-27, and RM-131.
- b. The Project is consistent with the property's zoning district of Rangeland (R-L) and is in conformance with Mendocino County Code Chapter 20.060. Nonrenewal and eventual transfer of the property to the California Department of Parks and Recreation would most closely resemble the Community Recreation use type as defined in Mendocino County Code Section 20.020.030. Community Recreation is permitted in the R-L district.

2. Environmental Finding

The Project is exempt from CEQA review per 14 CCR Section 15061(B)(3), known as the common sense exemption. The project would involve nonrenewal of a portion of an existing Williamson Act contract to facilitate the transfer of land to the California Department of Parks and Recreation for

inclusion in Montgomery Woods State Natural Reserve. The land is therefore expected to be preserved in its natural state and will not have an adverse effect on the environment. If the transfer were not to occur, the property would remain limited to those permitted uses outlined in Mendocino County Code Section 20.060.010. Regardless of the Williamson Act contract, Planning & Building Services exercises only ministerial authority over the establishment of these permitted uses, which is not subject to CEQA. Environmental impacts related to these land uses were previously addressed when the Rangeland zoning district was applied to the property.

3. Williamson Act and Agricultural Preserve Finding

As discussed in the associated Staff Report, the balance of contracted land not subject to nonrenewal continues to satisfy the eligibility requirement criteria set forth in Section 5.3 of the Policies and Procedures for Agricultural Preserves and Williamson Act Contracts. 60± acres of the associated lot would remain within the existing Contract.

BE IT FURTHER RESOLVED that the Board authorizes the Clerk of the Board to serve the requested notice of partial nonrenewal in accordance with Section 10.3(B) of the Policies and Procedures for Agricultural Preserves and Williamson Act Contracts.

BE IT FURTHER RESOLVED that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitutes the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 501 Low Gap Road, Ukiah, CA 95482; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall transmit a certified copy of this resolution to the County Recorder of the County of Mendocino.

This foregoing Resolution introduced by Supervisor _____, seconded by Supervisor _____, and carried this ____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, THE Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

GLENN MCGOURTY, Chair
Mendocino County Board of Supervisors

Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHRISTIAN M. CURTIS,
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy _____