### Subject:
Land Conservation (Williamson) Act Consistency Review of Use Permit Application for Agricultural Worker Housing at 905 Alexander Avenue Near Gridley

### Department:
Development Services

### Meeting Date Requested:
May 21, 2019

### Contact:
Tim Snellings  
Phone: 530.552.3642

| Fiscal Impact: | None |
| Personnel Impact: | None |

### Action Requested:
Determine that the use permit for agricultural worker housing is consistent with the Williamson Act program with the recommended conditions.

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The Williamson Act Advisory Committee (Committee) recommends use permit UP18-0005 (Weston) as consistent with the Williamson Act, with a recommended condition of approval. The property consists of an existing residence (905 Alexander Avenue) on a parcel (APN 024-130-033) located on the east side of Alexander Avenue approximately 2.5 miles east of the City of Gridley. The applicant proposes to build an additional residence on the parcel once the existing residence is permitted as agricultural worker housing. The Committee conducted a consistency review (LCA19-0002) of the use permit application on March 4, 2019, and recommended that the use permit is consistent with the Williamson Act, conditioned upon recordation of a deed restriction limiting use of the residence to agricultural worker housing.

The Planning Commission reviewed the use permit application on April 25, 2019, and approved the permit with conditions including the deed restriction. The Planning Commission's approval is conditional pending a determination by the Board of Supervisors that the use is consistent with the Williamson Act.

### Administrative Office Review:
Casey Hatcher, Manager, Economic & Community Development

Revised: April, 2019
AGRICULTURAL WORKER HOUSING CENTER
DEED RESTRICTION

I. WHEREAS, on this May 2, 2019, PEEKEMA RANCH LLC, hereinafter referred to as Owner(s), are the record owners of the following real property 905 ALEXANDER AVENUE, GRIDLEY, CA 95948 (APN: 024-130-033), and as further set forth in Exhibit “A” attached hereto and hereby incorporated by reference, hereinafter referred to as “the subject property”; and

II. WHEREAS, the subject property is part of a Land Conservation Agreement, entered into on February 27, 1973, by George T. Peekema, Joanne K. Peekema, Richard M. Peekema and Barbara K. Peekema in accordance with the provisions of the Butte County Code and the Land Conservation Act; and

III. WHEREAS, Use Permit UP18-0005 was applied for on December 13, 2018 by the owner in accordance with the provisions of the Butte County Code; and

IV. WHEREAS, the use allowed by Use Permit UP18-0005 has been reviewed and approved as an Agricultural Worker Housing Center; and

V. WHEREAS, pursuant to Section 24-14.G (Agricultural Worker Housing Center) of the Butte County Zoning Ordinance, issuance of UP18-0005 for an agricultural worker housing center requires recordation of a covenant of restriction to run with the land which specifies that the agricultural worker housing center cannot be sold separately, that the housing shall only be used to house agricultural workers and their families, and that these restrictions shall be binding on successors in ownership; and
VI. WHEREAS, the Land Conservation (Williamson) Act Advisory Committee recommended on March 4, 2019, and the Board of Supervisors determined on May 21, 2019 that this restriction shall run with the land; and

VII. WHEREAS, it is intended that this Agricultural Worker Housing Center Deed Restriction shall constitute an enforceable restriction and remain in effect until a change in use or law has occurred, either of which change allows the use otherwise restricted herein to be conducted on the real property described herein. Under either circumstance allowing such change in use, Owner shall be entitled to have this Agricultural Worker Housing Center Deed Restriction rescinded by the execution of a subsequent document entitled Rescission of Agricultural Worker Housing Center Deed Restriction by the Director of Development Services;

NOW, THEREFORE, with the issuance of Use Permit UP18-0005 to Owner by Butte County, Owner hereby affirms Owner’s desire to develop an agricultural worker housing center, which establishes occupancy restrictions on the dwelling. The undersigned Owner, for himself/herself and for his/her heirs, assigns, and successors in interest, acknowledges and agrees to the restrictions. The subject agricultural worker housing center cannot be sold separately and shall be used only to house agricultural workers and their families.

This deed restriction and notice of occupancy restrictions shall remain in full force and effect during the period that this permit, or any modification or amendment thereof, remains effective, and during the period that the development authorized by this permit, or any modification of this development, remains in existence in or upon any part of, and thereby confers benefit upon, the subject property described herein, and to that extent, this deed restriction is hereby acknowledged and agreed to by Owner to restrict the use to an agricultural worker housing center and shall be binding on Owner and all his/her assigns or successors in interest.

This document shall be recorded and returned to the Butte County Department of Development Services, Building Division prior to the issuance of a use permit for an agricultural worker housing center, consistent with the requirements of Section 24-14.G of the Butte County Zoning Ordinance.
DATE: ____________________________, 20________

Owner Signature: ________________________________

Peekema Ranch LLC
Michael J.P. Weston, Managing Member
NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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

STATE OF CALIFORNIA )
COUNTY OF BUTTE ) SS.

On ________________________ before me, __________________________, Notary Public, personally appeared ______________________________________________ ____________________________, 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

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

STATE OF CALIFORNIA  )
COUNTY OF BUTTE  ) SS.

On ______________________ before me, ____________________________________, Notary Public, personally appeared ______________________________________________, 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 (Seal)
This is to certify that the Deed Restriction set forth above is hereby acknowledged by the Director of the Department of Development Services and that Butte County consents to its recordation thereof.

Dated: ______________________________

_____________________________________
Peter Calarco, Assistant Director
Department Development Services

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

STATE OF CALIFORNIA )
COUNTY OF BUTTE ) SS.

On ______________________ before me, __________________________, Notary Public, personally appeared ______________________________________________
_________________________________________________, 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

(Seal)
EXHIBIT A

The property of the Owner hereinabove referred to and to which the provisions of this Agricultural Worker Housing Center Deed Restriction apply is situated in the County of Butte, State of California and is particularly described as follows:

A PORTION OF PARCEL NO. 6 OF THE THRESHER LANDS, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 3, 1914, IN MAP BOOK 7, AT PAGE 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN IN THE CENTER OF A PRIVATE ROAD SAID POINT BEING ON THE SOUTH LINE OF PARCEL NO. 5, AS SHOWN ON SAID MAP OF THE THRESHER LANDS, SAID BEGINNING POINT BEING 1346.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL NO. 5, RUNNING THENCE SOUTH 0 DEG. 38' WEST, 1845.7 FEET ALONG THE CENTER OF SAID PRIVATE ROAD TO A POINT, FROM WHICH AN IRON PIPE IN THE CENTER OF SAID ROAD BEARS SOUTH 0 DEG. 38' WEST 25 FEET; THENCE FROM SAID LAST MENTIONED POINT RUNNING SOUTH 89 DEG. 40' WEST 996.4 FEET ALONG THE NORTH TOE OF SLOPE OF AN IRRIGATION DITCH TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MAIN CANAL THE SUTTER BUTTE CANAL COMPANY FROM WHICH POINT AN IRON PIPE ON SAID EAST RIGHT OF WAY LINE BEARS SOUTH 26 DEG. 49' EAST 27.9 FEET; THENCE FROM SAID LAST MENTIONED POINT, RUNNING NORTH 26 DEG. 49' WEST 2062.5 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT MARKED BY A 2' X 2' IRON PIN ON THE SOUTH LINE OF SAID PARCEL NO. 5; THENCE NORTH 89 DEG. 41' EAST 1946.9 FEET ALONG THE SOUTH LINE OF SAID PARCEL NO. 5 TO THE POINT OF BEGINNING.

CONTAINING 62.36 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS OF WAY.

TOGETHER WITH A WATER RIGHT UNDER THE BUTTE WATER DISTRICT FOR THE IRRIGATION OF THE ABOVE DESCRIBED LAND.

APN: 024-130-033
RESOLUTION NO. PC19-03

A RESOLUTION OF THE BUTTE COUNTY PLANNING COMMISSION
APPROVING CONDITIONAL USE PERMIT UP18-0005 (Peekema Ranch LLC)

WHEREAS, the Planning Commission has considered Conditional Use Permit UP18-0005 by Peekema Ranch LLC, to convert an existing 1,314 square foot residential unit into agricultural worker housing to support ongoing agricultural operations, and to construct a new single family residence, on a ± 61.51 acre property located at 905 Alexander Avenue, Gridley, California on Assessor Parcel Number 024-130-033; and

WHEREAS, the Planning Commission finds this project is categorically exempt from the California Environmental Quality Act (CEQA) provisions under 14 CCR Section 15301 and 15303, and

WHEREAS, said Conditional Use Permit was referred to various affected public and private agencies, County departments, and referral agencies for review and comments; and

WHEREAS, a duly noticed public hearing was held on April 25, 2019; and

WHEREAS, the Planning Commission has considered public comments and a report from the Planning Division.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission:

I. Approves Conditional Use Permit UP18-0005 subject to the following findings and the conditions of approval found in Exhibit “A”:

A. The project is consistent with the Criteria for Granting Use Permits, identified in Butte County Code Section 24-222, as follows:

1. The proposed use is allowed in the applicable zone.
   
   Conversion of an existing residential unit to an agricultural worker-housing unit is permitted in the Agriculture (AG-40) zone with the approval of the Conditional Use Permit. Conversion of the existing unit would allow for construction of a new single-family residential unit, which is a permitted use in the AG-40 zone. Approval of the Conditional Use Permit, and compliance with attached conditions of approval will ensure that existing and proposed structures comply with all applicable provisions of the Butte County Code.

2. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the subject property.
   
   No change to the operating characteristics of the existing unit is anticipated with its conversion to the agricultural worker housing unit. Conversion of the unit would allow for the construction of a primary single-family residential unit. The new unit
would be compatible with surrounding uses because the design and location of the structure would meet all applicable County zoning requirements.

3. The proposed use will not be detrimental to the public health, safety, and welfare of the County.

The structures, buildings and property for the proposed use will incorporate applicable fire safety, building code, waste disposal, and domestic water service regulations that will ensure public health and safety hazards are appropriately addressed, which shall be implemented prior to operation of the use through permit conditions of approval.

4. The proposed use is properly located within the county and adequately served by existing or planned services and infrastructure.

The project site is located within the Agriculture zone and served with existing infrastructure including access roads, driveways, septic and domestic well water. Construction of a new single-family residence would be subject to a building permit application to be reviewed by County agencies with responsibility over agricultural buffer setbacks and the services and infrastructure necessary to serve the proposed use.

5. The size, shape, and other physical characteristics of the subject property are adequate to ensure compatibility of the proposed use with the existing and future land uses in the vicinity of the subject property.

The size and location of the 61.51-acre property has physical characteristics capable of accommodating the project, including maintaining adherence to applicable zoning standards incorporated into the design of the project, and that would ensure compatibility with surrounding agricultural and residential uses.

6. The project is consistent with the applicable Goals and Policies of the Butte County General Plan, as presented in the General Plan Consistency Review included in the staff report.

DULY PASSED AND ADOPTED this 25th Day of April 2019, by the following vote:

AYES: Commissioner Hansen, Schleiger, John, Chair Donati
NOES:
ABSENT: Commissioner Grundmann
ABSTAIN:

[Signature]
Rocky (Daniel) Donati, Chair
Planning Commission
County of Butte, State of California
ATTEST:

Jennifer Wakefield, Secretary
Planning Commission
County of Butte, State of California
April 25, 2019

Jon Weston
Peekema Ranch LLC

Subject: Approval of Use Permit (UP18-0005); APN 024-130-033

Dear Jon Weston,

At the regular meeting of the Butte County Planning Commission held April 25, 2019, your request for a Conditional Use Permit to establish an Agriculture Worker Housing Center was approved with conditions. Should you desire to appeal the decision by the Planning Commission, you must do so in writing, on the appropriate form, prior to 5:00 p.m., Monday, May 6, 2019 to the:

Clerk of the Board of Supervisors
25 County Center Drive
Oroville, California, 95965

The appeal fee of $726.00 must be paid at that time. If you do not appeal, and if there are no other appeals within the 10 calendar-day appeal period, the action of the Planning Commission is final.

The conditions of approval must be met within twenty-four (24) months from the date of approval by the Butte County Planning Commission or the approval will be considered null and void. The applicant may request an Extension of Time (Article 34, BCC Section 24-247 C), up to one additional year, with the Zoning Administrator.

If you have any questions concerning this matter, please contact Tristan Weems, Associate Planner, at (530) 552-3685, Monday through Friday, 8:00 a.m. to 4:00 p.m. or tweems@buttecounty.net.

Sincerely,

Tristan Weems
Associate Planner
EXHIBIT A

CONDITIONAL USE PERMIT

BUTTE COUNTY PLANNING COMMISSION

April 25, 2019

DATE:

UP18-0005

PERMIT NO.

024-130-033

ASSESSOR’S PARCEL NO.

Pursuant to the provisions of the Zoning Ordinance of the County of Butte and the special conditions set forth below: Peekema Ranch LLC. hereby granted a Conditional Use Permit to convert an existing 1,314 square foot, four bedroom, one bathroom single-family residential unit into agricultural worker housing and to construct a new single family residence, on a ± 61.51 acre property located at 905 Alexander Avenue, Gridley, California on Assessor Parcel Number 024-130-033 in the AG-40 (Agriculture – 40-acre minimum) zone. Approval of UP18-0005 allows the applicant to construct another primary residence on the property.

I. GENERAL REQUIREMENTS, CONDITIONS AND RESTRICTIONS:

1. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Butte County Zoning Ordinance, including Butte County Code Sec. 24-251.

2. Unless otherwise provided for in a special condition to this Conditional Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use. The use granted by this permit must be established within two years of the date of approval.

3. Minor changes may be approved administratively by the Directors of Development Services, Environmental Health, or Public Works upon receipt of a substantiated written request by the applicant, or their respective designee. Prior to such approval, verification shall be made by each Department or Division that the modification is consistent with the application, fees paid
and environmental determination as conditionally approved. Changes deemed to be major or significant in nature shall require a formal application for amendment.

4. If any use for which a Conditional Use Permit has been granted is not established within two years of the receipt of the Permit by the Permittee consistent with conditions of approval herein, the Permit shall become null and void and reapplication pursuant to Butte County Code Section 24-248 shall be required to establish the use previously granted under the expired Permit unless, 30 days prior to the expiration date, a request for a one year extension is submitted to the Planning Commission together with sufficient evidence that the time limits for processing development permits under federal or state regulations require time limits which exceed one year. Upon application, and for good cause by the Permittee, at a public hearing pursuant to Article 36 of Butte County Zoning Code, the Planning Commission may extend any time limitation previously made a part of any condition to a Conditional Use Permit.

5. The terms and conditions of this Permit shall run with the land and shall be binding upon and to the benefit of the heirs, legal representatives, successors, and assigns of the Permittee.

6. Neither the applicant, nor any agent nor representative of the applicant shall intentionally omit or misrepresent any material fact in connection with the application. Any alleged material misrepresentation shall constitute grounds for the Director of Development Services to commence a revocation hearing, and, if proven to exist, shall constitute sufficient grounds to revoke the Permit.

II. CONDITIONS OF APPROVAL:

Department of Development Services

1. The approved use shall be developed and maintained in substantial conformance with the approved site plan and agricultural maintenance plan on file with the Butte County Planning Division. Minor changes to the plans may be allowed subject to the approval of the Director of Development Services, or the Agricultural Commissioner’s Office if found to be in substantial conformance to the approved project.

2. Approval of this Conditional Use Permit is conditioned upon approval by the Board of Supervisors of a determination that the proposed use is compatible with the Williamson Act. The County reserves the right to require rescission of the current Williamson Act contract and/or signature of a new or amended contract that incorporates all Butte County Williamson Act rules and procedures in place at this time.

3. Prior to issuance of the Conditional Use Permit, the applicant shall pay any outstanding project-related processing fees.

4. Prior to issuance of the Conditional Use Permit, a covenant of restriction to run with the land shall be recorded which specifies that the agricultural worker housing center cannot be sold separately, that the preexisting housing shall only be used to house agricultural workers and their families, and that these restrictions shall be binding upon successors in ownership.

NOTE: Issuance of this Use Permit does not waive requirements of obtaining Building and Health Department permits, nor does it waive any other requirements.
### BUTTE COUNTY PLANNING COMMISSION
### AGENDA REPORT – April 25, 2019

| **Applicant:** | Jon Weston |
| **Location:** | 905 Alexander Ave, 2 miles east of Hwy 99 and 1.8 miles west of Hwy 70 approximately 4 miles southeast of the incorporated City of Gridley. |
| **Owner:** | Peekema Ranch LLC. |
| **File #:** | UP18-0005 |
| **Size:** | ± 61.51 acres |
| **Request:** | Conditional Use Permit to convert a 1,314 square foot existing residential unit into agricultural worker housing units to support ongoing agricultural operations. |
| **Supervisor District:** | 4 |
| **Planner:** | Tristan Weems |
| **G.P.:** | Agriculture (AG) |
| **Exhibits** | |
| A: | Planning Commission Resolution |
| B: | Vicinity Map/Zoning Map |
| C: | Site Plan |
| D: | Floor Plan |
| E: | Elevation |

### Zoning:
Agriculture, 40-acre minimum parcel size (AG-40)

### APN:
024-130-033

### RECOMMENDED ACTION:
Find the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301 (Class 1 - Existing Facilities) and 15303 (Class 3 – New Construction or Conversion of Small Structures) of the CEQA Guidelines; and approve the Conditional Use Permit, subject to the findings and conditions in Exhibit A.

### EXECUTIVE SUMMARY
Peekema Ranch LLC is requesting a Conditional Use Permit to a 1,314 square foot existing four bedroom, one bath single-family residential unit into agricultural worker housing. An individual on-site septic system and a domestic well serve the existing residence. Through the approval of...
this Conditional Use Permit, no changes to the structure are anticipated or proposed. Approval of UP18-0005 would allow the applicant to construct another primary residence on the property.

The agricultural property encompasses 61.51 acres on the parcel are walnut, pecan and fruit tree orchards, and several agricultural support structures. The applicant also operates a farm on a separate 51-acre parcel located directly north of the subject property, which includes nut orchards, and agricultural support structures and a residence built in 1928.

The subject property, together with the adjacent parcel (APN 024-130-030), are under a Williamson Act contract. Pursuant to Rule 3A of the Butte County Williamson Act Rules and Procedures, agricultural employee housing to accommodate agricultural employees and their families is a compatible use on property under contract. As required by Rule 3C, any proposed use that requires a conditional use permit by Butte County Zoning Code, regardless of whether the use is consistent with the allowed uses in Rule 3A, must be reviewed by the Land Conservation Act (LCA) Committee to determine compatibility. The LCA Committee’s recommendation will be forwarded to the Board of Supervisors for final approval.

SITE CHARACTERISTICS AND SURROUNDING USES

- The property is developed with an existing 1,314 square foot single-family residence. The property also has several accessory buildings, a septic system, and a domestic well.
- Primary access to the site is provided by a driveway from Alexander Avenue.
- The property is level. Elevation is 85 feet above mean sea level (msl).
- The Sutter Butte Canal borders the western property line of the subject property.
- The project site is under an ongoing Williamson Act Contract (Doc # 2003-0082704), recorded November 24, 2003.
- Soils on the subject property consist of Boga-Loemstone Complex, and Liveoak Sandy Loam.
- The California Farmland Mapping and Monitoring Program designates the subject property as “Prime Farmland”.
- Erosion hazard potential is ‘Slight’.
- Expansive soil potential is ‘Very Low’ and ‘Moderate’.
- The project site is located within the Federal Emergency Management Agency (FEMA) Zone A flood zone. The A zone is defined by FEMA as areas that have a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these zones. Properties in the A zones are considered to be at high risk of flooding under FEMA.
- Large-lot agricultural lands used for orchard production surround the project site. Several single-family residences are located to the east.
### ANALYSIS

**Butte County Code §24-12 A. (Agriculture)**

The project site is situated in the AG-40 (Agriculture, 40-acre minimum parcel size) zone district. The Agriculture zoning designation supports, protects, and maintains a viable, long-term agricultural sector in the County. Permitted uses include crop cultivation, animal grazing, stock ponds, and agricultural processing. More intensive agricultural activities, such as animal processing, dairies, hog farms, stables, forestry and logging, and mining and oil extraction are permitted with the approval of a Conditional Use Permit. One single-family home and one second unit is permitted on each parcel, and residential uses for agricultural employees are permitted as an accessory use. Second Units and Accessory Dwelling Units are not allowed on parcels subject to Williamson Act contracts (Butte County Code Table 24-13-1, footnote 4).

The proposed use is classified as *Agricultural Worker Housing Center*, which requires approval of a conditional use permit in the AG zone, and to be accessory to ongoing agricultural uses. *Agricultural Worker Housing Center* is defined in Butte County Code §24-304 as housing for agricultural employees consisting of no more than 36 beds in group quarters or 12 units or spaces designed for use by a single-family or household subject to permit from the State as required by Health and Safety Code Section 17021.6. A group quarters means a single building that contains no more than 36 beds, as well as other facilities associated with a residence. Units or spaces designed for use by a single family or household means either a multi-unit apartment complex or single-family residential homes clustered together in one location functioning as a housing center.

Conversion of existing residential units to agricultural worker housing is consistent with the AG-40 zone, with the approval of a conditional use permit. If approved, the applicant will have the ability to construct a new single-family residence, which is permitted in the zone. A second dwelling is also permitted in the zone; however, because the property is currently under a Williamson Act contract, County rules governing contracted lands only allows one single-family residence.

**Butte County Code §24-222 (Conditional Use and Minor Use Permit Findings)**

To approve a conditional use permit, the proposed project must comply with applicable standards in the Zoning Ordinance, other County ordinances, the General Plan, County Improvement Standards, and be supported by the following findings:

A. The proposed use is allowed in the applicable zone.

*Conversion of an existing residential unit to an agricultural worker-housing unit is permitted in the Agriculture (AG-40) zone with the approval of the Conditional Use Permit. Conversion of the existing unit would allow for construction of a new single-family residential unit, which is a permitted use in the AG-40 zone. Approval of the Conditional Use Permit, and compliance*
with attached conditions of approval will ensure that existing and proposed structures comply with all applicable provisions of the Butte County Code.

B. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the subject property.

No change to the operating characteristics of the existing unit is anticipated with its conversion to the agricultural worker-housing unit. Conversion of the unit would allow for the construction of a primary single-family residential unit. The new unit would be compatible with surrounding uses because the design and location of the structure would meet all applicable County zoning requirements.

C. The proposed use will not be detrimental to the public health, safety, and welfare of the County.

The structures, buildings and property for the proposed use will incorporate applicable fire safety, building code, waste disposal, and domestic water service regulations that will ensure public health and safety hazards are appropriately addressed, which shall be implemented prior to operation of the use through permit conditions of approval.

D. The proposed use is properly located within the county and adequately served by existing or planned services and infrastructure.

The project site is located within the Agriculture zone and served with existing infrastructure including access roads, driveways, septic and domestic well water. Construction of a new single-family residence would be subject to a building permit application to be reviewed by County agencies with responsibility over agricultural buffer setbacks and the services and infrastructure necessary to serve the proposed use.

E. The size, shape, and other physical characteristics of the subject property are adequate to ensure compatibility of the proposed use with the existing and future land uses in the vicinity of the subject property.

The size and location of the 61.51-acre property has physical characteristics capable of accommodating the project, including maintaining adherence to applicable zoning standards incorporated into the design of the project, and that would ensure compatibility with surrounding agricultural and residential uses.

General Plan Consistency

General Plan goals and policies were evaluated in the context of the proposed project. Six goals and six policies were identified as being applicable to the project. The following table identifies each applicable goal and policy, and a review of the project’s consistency with each policy.

<table>
<thead>
<tr>
<th>General Plan 2030 Goals and Policies</th>
<th>Consistency Review</th>
</tr>
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<tbody>
<tr>
<td><strong>AGRICULTURE ELEMENT</strong></td>
<td></td>
</tr>
<tr>
<td>GOAL AG-1 Maintain, promote and enhance Butte County's agriculture uses and resource, a major source of food, employment and income in Butte County</td>
<td>Consistent. This goal is more specifically reviewed in the discussion of the policies below.</td>
</tr>
<tr>
<td>General Plan 2030 Goals and Policies</td>
<td>Consistency Review</td>
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<td>---------------------------------------------------------------------------------------------------</td>
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<tr>
<td><strong>AG-P1.3</strong> Continue to work with landowners in establishing new and maintaining existing Williamson Act contracts.</td>
<td>Consistent. The approval of this conditional use permit includes the requirement of a Land Conservation (Williamson) Act consistency review, which thereby updates the contract.</td>
</tr>
<tr>
<td><strong>Goal AG-2</strong> Protect Butte County’s agricultural lands from conversion to non-agricultural uses.</td>
<td><strong>Consistent. This goal is more specifically reviewed in the discussion of the policies below.</strong></td>
</tr>
<tr>
<td><strong>AG-P2.5</strong> When a request is made for a Conditional Use Permit on a lot(s) with existing agricultural operations, an agricultural maintenance plan to provide for the continuation of existing agricultural activities shall be submitted, in accordance with the Zoning Ordinance. The plan shall be reviewed for comments and conditions by the Agricultural Commissioner and Development Services prior to the Planning Commission hearing on the Conditional Use Permit.</td>
<td>Consistent. Peekema Brothers is a Farming entity, holding a current Restricted Materials Permit (RMP), equivalent to an Agricultural Maintenance Plan.</td>
</tr>
<tr>
<td><strong>Goal AG-5</strong> Reduce conflicts between urban and agricultural uses and between habitat mitigation banking and agricultural uses.</td>
<td>Consistent. This goal is more specifically reviewed in the discussion of the policies below.</td>
</tr>
<tr>
<td><strong>AG-P5.1</strong> Agricultural uses shall be the primary uses within the Agriculture land use designation. Residential uses, such as a farmer’s home, and habitat mitigation banking uses shall be considered accessory uses.</td>
<td>Consistent. The conversion of this single family dwelling to an agricultural farm worker housing center is accessory to the agricultural use, exemplified by the occupants also being employees of the farm.</td>
</tr>
</tbody>
</table>
### General Plan 2030 Goals and Policies

<table>
<thead>
<tr>
<th>AG-P5.3</th>
<th>Consistency Review</th>
</tr>
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<tbody>
<tr>
<td>The Zoning Ordinance shall require that a buffer be established on property proposed for residential development in order to protect lands designated Agriculture by the General Plan and zoned Agriculture under the Zoning Ordinance from incompatible use conflicts. The desired standard shall be 300 feet, but may be adjusted to address unusual circumstances.*</td>
<td>Consistent. The Agricultural Commissioner’s office stated, per AG-A7.1 Amend the agricultural buffer setback requirements in the Zoning Ordinance and the Agricultural/Residential Buffer Implementation Guidelines to allow exemptions for farm labor housing on agricultural lands.</td>
</tr>
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### LAND USE ELEMENT

**GOAL LU-G1 Continue to uphold and respect the planning principles on which the County's land use map is based.**

| Consistent. This goal is more specifically reviewed in the discussion of the policies below. |

**LU-P1.1** The County shall protect and conserve land that is used for agricultural purposes, including cropland and grazing land.

| Consistent. The project does not propose to impinge upon existing orchards. |

**LU-P1.2** The County shall promote economic development and job-generating industry in unincorporated areas.

| Consistent. This conditional use permit increases the potential for on-site employee residences and an additional single-family dwelling, which promotes the economic development and job-generating agricultural industry managed by Peekema Farms LLC. |

**GOAL LU-G2 Provide for orderly, well-planned and balanced growth that maintains private property rights.**

| Consistent. This goal is more specifically reviewed in the discussion of the policies below. |

**LU-P2.2** Economic use and value of private property shall be maintained.

| Consistent. The approval of this conditional use permit maintains the economic use and value of the Peekema Farms LLC private property. It establishes an Agriculture Worker Housing unit and thereby allows the potential development of a single-family unit. |

### HOUSING ELEMENT
<table>
<thead>
<tr>
<th>General Plan 2030 Goals and Policies</th>
<th>Consistency Review</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GOAL H-2. Encourage the provision of affordable housing in the Unincorporated Area.</strong></td>
<td>Consistent. This goal is more specifically reviewed in the discussion of the policies below.</td>
</tr>
<tr>
<td><strong>H-P2.5. Work with employers and housing partners to encourage the production of housing units on either employer-owned sites or other areas adjacent to their job sites.</strong></td>
<td>Consistent. Approval would potentially create an additional single-family dwelling unit to support agricultural operations in the unincorporated area of Butte County.</td>
</tr>
</tbody>
</table>

**HEALTH AND SAFETY ELEMENT**

<table>
<thead>
<tr>
<th>GOAL HS-2. Protect people and property from flood risk</th>
<th>Consistent. This goal is more specifically reviewed in the discussion of the policies below.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HS-P2.4. Development projects on land within the 100-year flood zone, as identified on the most current available maps from FEMA shall be allowed only if the applicant demonstrates that it will not:</strong></td>
<td>Consistent. Development of a new single-family residence would comply with the County’s Flood Hazard Prevention Ordinance during the building permit review process.</td>
</tr>
<tr>
<td>(a) Create danger to life and property due to increase flood heights or velocities caused by excavation, fill, roads, and intended use; (b) Create difficult emergency vehicle access in times of flood; (c) Create a safety hazard due to the height, velocity, duration, rate of rise and sediment transport of the flood waters expected at the site; (d) Create excessive costs in providing governmental services during and after flood conditions, including maintenance and repair of public facilities; (e) Interfere with the existing water conveyance capacity of the floodway; (f) Substantially increase erosion and/or sedimentation; (g) Require significant storage of material or any substantial grading or substantial placement of fill that is not approved by the County through a development agreement, discretionary permit, or other discretionary entitlement; a ministerial permit that would result in the construction of a new residence; or a tentative map or parcel map; and (h) Conflict with the provision of the applicable requirements of Government</td>
<td></td>
</tr>
<tr>
<td>General Plan 2030 Goals and Policies</td>
<td>Consistency Review</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Code Section 65865.5, 65962 or 66474.5.*</td>
<td></td>
</tr>
<tr>
<td><strong>GOAL HS-11. Reduce risks from wildland and urban fire.</strong></td>
<td><strong>Consistent. This goal is more specifically reviewed in the discussion of the policies below.</strong></td>
</tr>
<tr>
<td><strong>HS-P11.1. Fire hazards shall be considered in all land use and zoning decisions, environmental review, subdivisions review and the provision of public services.</strong></td>
<td><strong>Consistent. The project was evaluated and determined to be not located in an area susceptible to wildland fire hazards because the site is not located in a Moderate, High, or Very High Fire Hazard Zone, and not located in a State Responsibility Area.</strong></td>
</tr>
</tbody>
</table>

**AGENCY COMMENTS**

The project was reviewed by the Butte County Public Works Department, Agricultural Commissioner, and Butte County Fire Department/CalFire. All comments and conditions were incorporated into the project.

Butte County Agricultural Commissioner noted that the existing location of the residence appears to be appropriate and provides an adequate buffer, with no apparent agricultural issues or needed conditions of approval or mitigating measures.

**PUBLIC COMMENTS**

Staff did not receive any public comments prior to completion of this agenda report.

**ENVIRONMENTAL REVIEW/CEQA ISSUES**

This project has qualifies to be categorically exempt from California Environmental Quality Act (CEQA) provisions under Sections 15301 (Class 1 - Existing Facilities) and 15303 (Class 3 – New Construction or Conversion of Small Structures) of the CEQA Guidelines.

**15301. Existing Facilities**

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The types of “existing facilities” itemized below are not intended to be inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use.

The project qualifies under Section 15301 because the existing residential dwelling would continue to be used as residential units for the purpose providing housing to agricultural employees, and would not result in a change or expansion of the use.

**15303. New Construction or Conversion of Small Structures**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion

- Butte County Department of Development Services
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of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to, one single-family residence, or a second dwelling unit in a residential zone.

The project qualifies under Section 15303 because the proposed single-family residence is a permitted use in the AG-40 zone.
RESOLUTION NO. PC19-______

A RESOLUTION OF THE BUTTE COUNTY PLANNING COMMISSION
APPROVING CONDITIONAL USE PERMIT UP18-0005 (Peekema Ranch LLC)

WHEREAS, the Planning Commission has considered Conditional Use Permit UP18-0005 by Peekema Ranch LLC. to convert an existing 1,314 square foot residential unit into agricultural worker housing to support ongoing agricultural operations, and to construct a new single family residence, on a ± 61.51 acre property located at 905 Alexander Avenue, Gridley, California on Assessor Parcel Number 024-130-033; and

WHEREAS, the Planning Commission finds this project is categorically exempt from the California Environmental Quality Act (CEQA) provisions under 14 CCR Section 15301 and 15303, and

WHEREAS, said Conditional Use Permit was referred to various affected public and private agencies, County departments, and referral agencies for review and comments; and

WHEREAS, a duly noticed public hearing was held on April 25, 2019; and

WHEREAS, the Planning Commission has considered public comments and a report from the Planning Division.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission:

I. Approves Conditional Use Permit UP18-0005 subject to the following findings and the conditions of approval found in Exhibit “A”:

A. The project is consistent with the Criteria for Granting Use Permits, identified in Butte County Code Section 24-222, as follows:

1. The proposed use is allowed in the applicable zone.

   Conversion of an existing residential unit to an agricultural worker-housing unit is permitted in the Agriculture (AG-40) zone with the approval of the Conditional Use Permit. Conversion of the existing unit would allow for construction of a new single-family residential unit, which is a permitted use in the AG-40 zone. Approval of the Conditional Use Permit, and compliance with attached conditions of approval will ensure that existing and proposed structures comply with all applicable provisions of the Butte County Code.

2. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the subject property.

   No change to the operating characteristics of the existing unit is anticipated with its conversion to the agricultural worker housing unit. Conversion of the unit would allow for the construction of a primary single-family residential unit. The new unit
would be compatible with surrounding uses because the design and location of the structure would meet all applicable County zoning requirements.

3. The proposed use will not be detrimental to the public health, safety, and welfare of the County.

   The structures, buildings and property for the proposed use will incorporate applicable fire safety, building code, waste disposal, and domestic water service regulations that will ensure public health and safety hazards are appropriately addressed, which shall be implemented prior to operation of the use through permit conditions of approval.

4. The proposed use is properly located within the county and adequately served by existing or planned services and infrastructure.

   The project site is located within the Agriculture zone and served with existing infrastructure including access roads, driveways, septic and domestic well water. Construction of a new single-family residence would be subject to a building permit application to be reviewed by County agencies with responsibility over agricultural buffer setbacks and the services and infrastructure necessary to serve the proposed use.

5. The size, shape, and other physical characteristics of the subject property are adequate to ensure compatibility of the proposed use with the existing and future land uses in the vicinity of the subject property.

   The size and location of the 61.51-acre property has physical characteristics capable of accommodating the project, including maintaining adherence to applicable zoning standards incorporated into the design of the project, and that would ensure compatibility with surrounding agricultural and residential uses.

6. The project is consistent with the applicable Goals and Policies of the Butte County General Plan, as presented in the General Plan Consistency Review included in the staff report.

   DULY PASSED AND ADOPTED this 25th Day of April 2019, by the following vote:

   
   AYES:
   NOES:
   ABSENT:
   ABSTAIN:

   ______________________________
   Rocky (Daniel) Donati, Chair
   Planning Commission
   County of Butte, State of California
ATTEST:

_____________________________
Kim McMillan, Secretary
Planning Commission
County of Butte, State of California
EXHIBIT A

CONDITIONAL USE PERMIT

BUTTE COUNTY PLANNING COMMISSION  April 25, 2019

DATE:

UP18-0005

PERMIT NO.

024-130-033

ASSESSOR’S PARCEL NO.

Pursuant to the provisions of the Zoning Ordinance of the County of Butte and the special conditions set forth below: Peekema Ranch LLC. hereby granted a Conditional Use Permit to convert an existing 1,314 square foot, four bedroom, one bathroom single-family residential unit into agricultural worker housing and to construct a new single family residence, on a ± 61.51 acre property located at 905 Alexander Avenue, Gridley, California on Assessor Parcel Number 024-130-033 in the AG-40 (Agriculture – 40-acre minimum) zone. Approval of UP18-0005 allows the applicant to construct another primary residence on the property.

I. GENERAL REQUIREMENTS, CONDITIONS AND RESTRICTIONS:

1. Failure to comply with the conditions specified herein as the basis for approval of application and issuance of Permit constitutes cause for the revocation of said permit in accordance with the procedures set forth in the Butte County Zoning Ordinance, including Butte County Code Sec. 24-251.

2. Unless otherwise provided for in a special condition to this Conditional Use Permit, all conditions must be completed prior to or concurrently with the establishment of the granted use. The use granted by this permit must be established within two years of the date of approval.

3. Minor changes may be approved administratively by the Directors of Development Services, Environmental Health, or Public Works upon receipt of a substantiated written request by the applicant, or their respective designee. Prior to such approval, verification shall be made by each Department or Division that the modification is consistent with the application, fees paid and environmental determination as conditionally approved. Changes deemed to be major or significant in nature shall require a formal application for amendment.

4. If any use for which a Conditional Use Permit has been granted is not established within two years of the receipt of the Permit by the Permittee consistent with conditions of approval herein, the Permit shall become null and void and reapplication pursuant to Butte County Code Section 24-248 shall be required to establish the use previously granted under the expired Permit unless, 30 days prior to the expiration date, a request for a one year extension is submitted to the Planning Commission together with sufficient evidence that...
the time limits for processing development permits under federal or state regulations require time limits which exceed one year. Upon application, and for good cause by the Permittee, at a public hearing pursuant to Article 36 of Butte County Zoning Code, the Planning Commission may extend any time limitation previously made a part of any condition to a Conditional Use Permit.

5. The terms and conditions of this Permit shall run with the land and shall be binding upon and to the benefit of the heirs, legal representatives, successors, and assigns of the Permittee.

6. Neither the applicant, nor any agent nor representative of the applicant shall intentionally omit or misrepresent any material fact in connection with the application. Any alleged material misrepresentation shall constitute grounds for the Director of Development Services to commence a revocation hearing, and, if proven to exist, shall constitute sufficient grounds to revoke the Permit.

II. CONDITIONS OF APPROVAL:

Department of Development Services

1. The approved use shall be developed and maintained in substantial conformance with the approved site plan and agricultural maintenance plan on file with the Butte County Planning Division. Minor changes to the plans may be allowed subject to the approval of the Director of Development Services, or the Agricultural Commissioner’s Office if found to be in substantial conformance to the approved project.

2. Approval of this Conditional Use Permit is conditioned upon approval by the Board of Supervisors of a determination that the proposed use is compatible with the Williamson Act. The County reserves the right to require rescission of the current Williamson Act contract and/or signature of a new or amended contract that incorporates all Butte County Williamson Act rules and procedures in place at this time.

3. Prior to issuance of the Conditional Use Permit, the applicant shall pay any outstanding project-related processing fees.

4. Prior to issuance of the Conditional Use Permit, a covenant of restriction to run with the land shall be recorded which specifies that the agricultural worker housing center cannot be sold separately, that the preexisting housing shall only be used to house agricultural workers and their families, and that these restrictions shall be binding upon successors in ownership.

NOTE: Issuance of this Use Permit does not waive requirements of obtaining Building and Health Department permits, nor does it waive any other requirements.
EXHIBIT C: SITE PLAN
EXHIBIT D: FLOOR PLAN
EXHIBIT E: ELEVATION

Light-yellow wood siding
asphalt tar shingle roof

1" = 11'
1/8" = 1'4.5"

Side (east)

Side (west)

Front (south)

Back (north)
Prepared by: Claudia Stuart, AICP, Williamson Act Program Manager

Application Number: LCA19-0002; UP18-0005
Applicant: Peekema Ranch LP
APN: 024-130-033
Location: West side of Alexander Avenue, approx. 2.5 miles east of the City of Gridley

General Plan: Agriculture (AG)
Zoning: AG-40 (Agriculture, 40-acre minimum parcel size)
Farmland Type: Prime
Supervisorial District: District 4 (Lambert)

Action Requested: Make recommendation to the Board of Supervisors regarding the consistency with the Williamson Act of a use permit for agricultural worker housing

RECOMMENDATION

Staff recommends that the Land Conservation (Williamson) Act Advisory Committee recommend to the Board of Supervisors that Use Permit 18-0005 is consistent with the Williamson Act, conditioned upon recordation of a deed restriction (Attachment A) limiting the current residence to agricultural worker housing as long as the property is enrolled in the Williamson Act. Staff further asks the Committee to discuss with the property owner the proposed location of the anticipated primary dwelling, and apply any conditions that may be deemed necessary to attain the principles of compatibility set forth in Section 51238.1.

BACKGROUND AND ANALYSIS

On behalf of owner Peekema Ranch LP, Michael Weston has applied (UP18-0005 – Attachment B) for a Use Permit for agricultural worker housing, and an associated Williamson Act consistency review (LCA19-0002 – Attachment C). The property (905 Alexander Avenue, Gridley) is located on the west side of Alexander Avenue, approx. 2.5 miles east of the City of Gridley. One single-family residence currently exists on the parcel.

Use Permit 18-0005

The property owner proposes (UP18-0005) to re-designate the existing 4-bedroom, 1-bath, 1,314 square-foot residence on the property to agricultural worker housing, in anticipation of future construction of a 1,200 square-foot residence on the parcel which would become the primary...
The property is enrolled in the Williamson Act under the Peekema Bros. – 1972 contract (Attachment D). The County has informed the owner that a use permit for agricultural worker housing is not required until the ranch applies to build the second residence; however, the owner has opted to apply for the use permit at this time, prior to applying for a building permit for the future primary residence.

The property is currently planted to produce walnuts, kiwi, prunes and pecans. Orchard production is a qualifying primary agricultural use on Williamson Act land. Other structures on the property include two small storage buildings, two equipment storage sheds, and a 9,600 square foot covered storage building that includes a 2,500 square-foot workshop. All existing structures are located on a relatively small developed area in the center of the parcel.

Figure 1. Vicinity Map with Williamson Act Lands
Analysis

Per Rule 3 of the County’s Williamson Act Rules and Procedures, adopted in 2007, the Board of Supervisors has deemed agricultural worker housing consistent with the Williamson Act under Rule 3.A.13 (Uses that Qualify as Primary Agricultural Uses). However, Rule 3.C of the program requires that all conditionally permitted uses on Williamson Act lands be reviewed by the Williamson Act Advisory Committee for compatibility with the County’s Williamson Act program. In 2012 the County updated its zoning, including making agricultural worker housing a conditionally permitted use, and triggering the need for the Committee and Board to review proposed agricultural worker housing on Williamson Act lands.

Per Rule 2.B.2.a of the County’s program,

*On a case-by-case basis, the Director of Development Services or her/his designee shall review all requests for an initial determination of compatibility of a use with the Williamson Act and these rules and procedures. The Director’s initial determination shall be reported to the LCA Committee by informational memorandum and agendized for review. The LCA Committee shall review the Director’s determination and make a recommendation to the Board of Supervisors.*

The Zoning Administrator or Planning Commission’s decision on the Use Permit is conditional, pending a final determination by the Board of Supervisors regarding the project’s consistency with the Williamson Act.

Zoning

Per Butte County Code Table 24-13-1 (Permitted Land Uses in the Agricultural Zones), one single-family home and a second dwelling are normally allowed in agricultural zones. However, second units and accessory dwelling units are not allowed on parcels subject to Williamson Act contracts. Agricultural worker housing is a conditionally permitted accessory use in Agricultural zones, including on Williamson Act lands.

Principles of Compatibility

Consistent with Section 51238.1, uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

1. *The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves*

2. *The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves*....

3. *The use will not result in the significant removal of adjacent contracted land from agricultural or open space use.*

Section 24-14.G of the Butte County zoning code contains requirements for agricultural worker housing that will ensure these principles are attained. These include a requirement that the housing “shall be located in an area that will present the least amount of impact to agricultural resources (e.g., close to existing access and other structures, and in a location that will present the least amount of disturbance to agricultural resources and operations)."
The structure proposed for re-designation as agricultural worker housing is located in a small (less than 5-acre) developed portion of a 61.5-acre parcel that is otherwise planted in orchard. The Committee may wish to discuss with the applicant and potentially apply a condition regarding where the proposed new primary residence will be located, in order to ensure minimal impacts to agricultural resources.

Section 24-12.G.5 further requires recordation of a deed restriction prior to issuance of a building permit for agricultural worker housing. The restriction runs with the land and specifies that the agricultural worker housing cannot be sold separately, shall be used only to house agricultural workers and their families, and is binding on successors in ownership. Staff recommends that the deed restriction (Attachment A) should be in effect as long as the property is enrolled in the Williamson Act.

Based upon these requirements, staff recommends that UP18-0005 is compatible with the Williamson Act, conditioned upon recordation of a deed restriction limiting the current residence to agricultural worker housing as long as the property is enrolled in the Williamson Act.

Figure 3. Aerial: Peekema Bros. – 1972 Contract Area
Rule 5.B.6 (New Contract Required Upon Granting of Entitlements)

Per Rule 5.B.6 of the County’s program, in granting a use permit the County reserves the right to require rescission and/or signature of a new or amended contract:

In granting any of the following discretionary entitlements, the County reserves the right to require rescission of the current Williamson Act contract and/or signature of a new or amended contract which incorporates all Butte County Williamson Act rules and procedures in force at the time:

- Tentative Parcel Map
- Tentative Subdivision Map
- Use Permit
- Lot Line Adjustment
- Merger of Parcels

The County generally requires contract rescission and amendment for land divisions (TPMs, TSMs, LLAs, mergers), but may or may not do so for use permits.

The Peekema Bros. – 1972 contract application identified three parcels for enrollment, all in orchard use, and each with a residence on the parcel. The three parcels continue to be under the same ownership (Peekema Ranch), and continue to comprise the contract area. Approval of the 1972 contract was consistent with the County’s program at the time, which allowed aggregation of the parcels in order to meet requirements for minimum contracted property size:

- APN 024-130-033: 61.5 acres
- APN 024-130-030: 51.0 acres
- APN 024-130-040: 2.1 acres
- Total: 114.6 acres

At 2.1 acres, however, APN -040 would not currently qualify for an amended contract.

Per County of Humboldt v. McGee (2008), all Williamson Act contracted property is subject to the current year’s law and regulation, including local program updates, as the contract rolls over each January 1st. In the review of another recent conversion of an existing residence to agricultural worker housing on Williamson Act lands (Foster LCA16-0008), the County did not require amendment of the applicable contract, in part for this reason. It may be noted that the contract area in LCA16-0008 consisted of only one parcel. In that case, as in this one, however, no special circumstances or enforcement issues appeared to apply to the property. For these reasons, and similar to other ministerial permit reviews which have identified existing, nonconforming agricultural worker housing on other aggregated contracts without requiring contract rescission and amendment, staff does not recommend rescission and amendment of the Peekema Bros. – 1972 contract as part of LCA19-0002 (Peekema Ranch LP).

Based on the above analysis, staff concludes that the proposed agricultural worker housing is consistent with the County’s Williamson Act program, conditioned upon recordation of a deed restriction limiting the structure’s use to agricultural worker housing as long as the property remains enrolled in the Act. Staff further asks the Committee to discuss with the property owner the proposed location of the anticipated primary dwelling, and apply any conditions that may be deemed necessary to attain the principles of compatibility set forth in Section 51238.1.

Please feel free to contact me at cstuart@buttecounty.net or 503.552.3681 with any questions, or for further information.

ATTACHMENTS

A. Draft Deed Restriction
B. Application UP18-0005
C. Application LCA19-0002
D. Peekema Bros. – 1972 contract
E. Peekema Bros. - 1972 contract application
AGRICULTURAL WORKER HOUSING CENTER
DEED RESTRICTION

I. WHEREAS, on this [DATE], PEEKEMA RANCH LP, hereinafter referred to as Owner(s), are the record owners of the following real property 905 ALEXANDER AVENUE, GRIDLEY, CA 95948 (APN: 024-130-033), and as further set forth in Exhibit “A” attached hereto and hereby incorporated by reference, hereinafter referred to as “the subject property”; and

II. WHEREAS, the subject property is part of a Land Conservation Agreement, entered into on February 27, 1973, by George T. Peekema, Joanne K. Peekema, Richard M. Peekema and Barbara K. Peekema in accordance with the provisions of the Butte County Code and the Land Conservation Act; and

III. WHEREAS, Use Permit UP18-0005 was applied for on 02/07/2019 by the owner in accordance with the provisions of the Butte County Code; and

IV. WHEREAS, the use allowed by Use Permit UP18-0005 has been reviewed and approved as an Agricultural Worker Housing Center; and

V. WHEREAS, Section 24-14G (Agricultural Worker Housing Center) of the Butte County Zoning Ordinance, prior to the issuance of a building permit for an agricultural worker housing center, requires recordation of a covenant of restriction to run with the land which specifies that the agricultural worker housing center cannot be sold separately, that the housing shall only be used to house agricultural workers and their families, and that these restrictions shall be binding on successors in ownership; and
VI. WHEREAS, the Land Conservation (Williamson) Act Advisory Committee recommended on March 4, 2019, and the Board of Supervisors determined on [DATE] 2019 that this restriction shall run with the land as long as the property remains in the Williamson Act, and shall expire upon the date the subject property exits the Williamson Act; and

VII. WHEREAS, it is intended that this Agricultural Worker Housing Center Deed Restriction shall constitute an enforceable restriction and remain in effect until a change in use or law has occurred, either of which change allows the use otherwise restricted herein to be conducted on the real property described herein. Under either circumstance allowing such change in use, Owner shall be entitled to have this Agricultural Worker Housing Center Deed Restriction rescinded by the execution of a subsequent document entitled Rescission of Agricultural Worker Housing Center Deed Restriction by the Director of Development Services;

NOW, THEREFORE, with the issuance of Use Permit UP18-0005 to Owner by Butte County, Owner hereby affirms Owner’s desire to develop an agricultural worker housing center, which establishes occupancy restrictions on the dwelling. The undersigned Owner, for himself/herself and for his/her heirs, assigns, and successors in interest, acknowledges and agrees to the restrictions. The subject agricultural worker housing center cannot be sold separately and shall be used only to house agricultural workers and their families.

This deed restriction and notice of occupancy restrictions shall remain in full force and effect during the period that this permit, or any modification or amendment thereof, remains effective, and during the period that the development authorized by this permit, or any modification of this development, remains in existence in or upon any part of, and thereby confers benefit upon, the subject property described herein, and to that extent, this deed restriction is hereby acknowledged and agreed to by Owner to restrict the use to an agricultural worker housing center and shall be binding on Owner and all his/her assigns or successors in interest.

This document shall be recorded and returned to the Butte County Department of Development Services, Building Division prior to the issuance of a permit for an
additional residence on the property, consistent with the requirements of 24-172 M of Butte County Code.

DATE: ________________________________, 20________

Owner Signature: ______________________________

Peekema Ranch LP
NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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

STATE OF CALIFORNIA  )
    )    SS.
COUNTY OF BUTTE    )

On ________________________ before me, __________________________, Notary Public, personally appeared _________________________________________________.

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

STATE OF CALIFORNIA )
COUNTY OF BUTTE ) SS.

On ______________________ before me, __________________________, Notary Public, personally appeared ________________________________________________
__________________________________________________________, 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

(Seal)
This is to certify that the Deed Restriction set forth above is hereby acknowledged by the Director of the Department of Development Services and that Butte County consents to its recordation thereof.

Dated: _______________________________

_____________________________________

Peter Calarco, Assistant Director
Department Development Services

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

STATE OF CALIFORNIA )
COUNTY OF BUTTE ) SS.

On ______________________ before me, __________________________, Notary Public, personally appeared ______________________________________________

_________________________________________________, 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

(Seal)
EXHIBIT A

The property of the Owner hereinabove referred to and to which the provisions of this Agricultural Worker Housing Center Deed Restriction apply is situated in the County of Butte, State of California and is particularly described as follows:

A PORTION OF PARCEL NO. 6 OF THE THRESHER LANDS, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 3, 1914, IN MAP BOOK 7, AT PAGE 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN IN THE CENTER OF A PRIVATE ROAD SAID POINT BEING ON THE SOUTH LINE OF PARCEL NO. 5, AS SHOWN ON SAID MAP OF THE THRESHER LANDS, SAID BEGINNING POINT BEING 1346.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL NO. 5, RUNNING THENCE SOUTH 0 DEG. 38' WEST, 1845.7 FEET ALONG THE CENTER OF SAID PRIVATE ROAD TO A POINT, FROM WHICH AN IRON PIPE IN THE CENTER OF SAID ROAD BEARS SOUTH 0 DEG. 38' WEST 25 FEET; THENCE FROM SAID LAST MENTIONED POINT RUNNING SOUTH 89 DEG. 40' WEST 996.4 FEET ALONG THE NORTH TOE OF SLOPE OF AN IRRIGATION DITCH TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MAIN CANAL THE SUTTER BUTTE CANAL COMPANY FROM WHICH POINT AN IRON PIPE ON SAID EAST RIGHT OF WAY LINE BEARS SOUTH 26 DEG. 49' EAST 27.9 FEET; THENCE FROM SAID LAST MENTIONED POINT, RUNNING NORTH 26 DEG. 49' WEST 2062.5 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT MARKED BY A 2" X 2" IRON PIN ON THE SOUTH LINE OF SAID PARCEL NO. 5; THENCE NORTH 89 DEG. 41' EAST 1946.9 FEET ALONG THE SOUTH LINE OF SAID PARCEL NO. 5 TO THE POINT OF BEGINNING.

CONTAINING 62.36 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS OF WAY.

TOGETHER WITH A WATER RIGHT UNDER THE BUTTE WATER DISTRICT FOR THE IRRIGATION OF THE ABOVE DESCRIBED LAND.

APN: 024-130-033

Peter Calarco
Assistant Director ________.
Butte County Department of Development Services

APPLICANT'S NAME: Jon Weston
ADDRESS: 905 Alexander Ave, Gridley, CA 95948
E-MAIL: jonweston@gmail.com
OWNER'S NAME: Peekema Ranch LLC
ADDRESS: 905 Alexander Ave, Gridley, CA 95948

PROJECT INFORMATION
APPLICANT'S NAME: Jon Weston
ASSESSOR'S PARCEL NUMBER: 034-150-053
ADDRESS: 905 Alexander Ave, Gridley, CA 95948
TELEPHONE: (530) 846-3217
E-MAIL: jonweston@gmail.com
FAX: ( )
OWNER'S NAME: Peekema Ranch LLC
ADDRESS: 905 Alexander Ave, Gridley, CA 95948
TELEPHONE: (530) 846-3217

PROPERTY INFORMATION
NAME OF PROPOSED PROJECT (if any) 61.51 acres (this parcel)
SITE SIZE (in square feet or acres)
LOCATION OF PROJECT (major cross streets and address, if any)
905 Alexander Ave, Gridley, CA 95948
ZONE Ag-40
GENERAL PLAN Ag
EXISTING LAND USE Orchard + Residence
PROPOSED LAND USE Orchard + Residence
EXISTING STRUCTURES (square feet) 1314
PROPOSED STRUCTURES (square feet) TBD (1200 approx)

CHECK ONE
☐ PROPERTY IS OR PROPOSED TO BE SEWERED
☑ PROPERTY IS OR PROPOSED TO BE ON SEPTIC
☐ PROPERTY IS OR PROPOSED TO BE ON PUBLIC WATER
☑ PROPERTY IS OR PROPOSED TO BE ON WELL WATER

APPLICATION TYPE
☐ ADMINISTRATIVE PERMIT
☐ LEGAL LOT DETERMINATION
☐ CONDITIONAL USE PERMIT
☐ MINOR USE PERMIT
☐ COMMUNICATIONS FACILITY UPMAP
☐ VARIANCE
☐ MINOR VARIANCE
☐ LOT LINE ADJUSTMENT
☐ CERTIFICATE OF MERGER
☐ TENTATIVE SUBDIVISION MAP
☐ TENTATIVE PARCEL MAP
☐ WAIVER OF PARCEL MAP
☐ CERTIFICATE OF CORRECTION
☐ REZONE
☐ GENERAL PLAN AMENDMENT
☐ MINING AND RECLAMATION PLAN
☐ DEVELOPMENT AGREEMENT
☐ OTHER

PROJECT DESCRIPTION
FULL DESCRIPTION OF PROPOSED PROJECT (Attach necessary sheets. If this application is for a land division, describe the number and size of parcels.) See attached forms

DATE: 12/13/2018
SIGNATURE: Jon Weston

Please contact Planning Division Staff with any questions.
AGENT AUTHORIZATION

To Butte County, Department of Development Services:

Jon Weston
Print Name of Agent
905 Alexander Ave, Gridley, CA 95948
Mailing Address

is hereby authorized to process this application on my/our property, identified as Butte County Assessor's Parcel Number(s)

024-130-033

This authorization allows representation for all applications, hearings, appeals, etc. and to sign all documents necessary for said processing, including mitigation and conditions of approval, but not including documents(s) relating to title interest.

Owner(s) of Record (sign and print name)

Michael J P Weston
Print Name
Peekema Ranch LLC
Managing Member

Print Name of Applicant (if other than owner)

Jon Weston
Print Name

Print Name of California Civil Engineer/Land Surveyor

Phone Number

Mailing Address

Email Address

Please contact Planning Division Staff with any questions.
PROJECT SETTING DESCRIPTION INSTRUCTIONS

Applicant Name: Jon Weston
Project Number: UP18-0005

Please address the following in the space provided. Attach a separate sheet of paper, if needed:

1. Identify any applicable proposed development schedule, including anticipated, incremental, or phased development and all associate projects.

2. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies.
   - DLIR, DIF, Environmental Health pre-application completion letter, and everything that must be done internally for a conditional-use hearing.

3. Describe the site as it exists before the project, including information on topography, soil stability, plants, animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures.
   - Site will be exchanged for conditional use permit. See attached Project Description for details.

4. Describe the surrounding properties, including information on plants, animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.).
   - Parcel is surrounded by agricultural orchards and off of both our ownership and other grower. See site map and Project Description.

5. Include any special studies prepared for the project site including, but not limited to traffic, biology, wetlands delineation, archaeology, etc.
   - Parcel is fully agricultural and has been for decades.

Please contact Planning Division Staff with any questions.
RECORDING REQUESTED BY
John T. Harris

AND WHEN RECORDED MAIL TO
John T. Harris
HARRIS, SANFORD & HAMMAN
660 Ohio Street
P. O. Box 908
Gridley, CA 95948

APN: 024-180-030, 033, 040, 046, 047
Space above line for Recorder's Use
NO TAX DUE.

GRANT DEED

X Unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR PEEKEMA AND PEEKEMA, a General Partnership, hereby GRANTS to PEEKEMA RANCH, LP, a California Limited Partnership, all its right, title and interest, in that real property situate in the County of Butte, State of California, as described in Exhibit "A".

PLEASE SEE EXHIBIT "A" ATTACHED HERETO.

The purpose of recording this deed is to vest title to real property held in the name of the PEEKEMA AND PEEKEMA General Partnership in the name of PEEKEMA RANCH, LP, a California Limited Partnership, its successor by virtue of amendment to partnership agreement dated December 17, 1996, and Certificate of Limited Partnership recorded on January 27, 1997, Butte County No. 97-000444.

Dated: 3-MAY 2011

Dated: May 3, 2011

Dated: 9-May 2011

MAIL TAX STATEMENTS TO:
Peekema Ranch L.P. ATTN Tom Peekema, 905 Alexander Ave., Gridley, CA 95948
INDIVIDUAL ACKNOWLEDGMENT

State of Oregon } ss.
County of Washington

On this the 3rd day of May 2011

before me, Peter J. Kim
Name of Notary Public

the undersigned Notary Public, personally appeared

Thomas Reeksha / Stacy Peterson
Name of Signer(s)

X personally known to me
X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that

they executed it.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to
persons relying on the document and could prevent fraudulent removal and
reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ____________________________________________________________________

Document Date: __________________ Number of Pages: ____________

Signer(s) Other Than Named Above: ______________________________________________________________

________________________ ____________
Signature of Notary Public

________________________ ____________
Signature of Notary Public
ACKNOWLEDGMENT

State of California  
County of Santa Clara  

On 05/09/2011, before me, Achala M. Shah, Notary Public, personally appeared Richard M. Pekema, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Achala M. Shah (SEAL)
EXHIBIT "A"

ALL THAT REAL PROPERTY, SITUATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT A OF PARCEL NO. FOUR, ACCORDING TO THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE OF THAT CERTAIN TRACT KNOWN AS THE THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, LYING WESTERLY OF THRESHER AVENUE, ALSO KNOWN AS RICHARDS AVENUE, CONTAINING 25.61 ACRES, MORE OR LESS.

LOT A OF PARCEL NO. FIVE, ACCORDING TO THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE OF THAT CERTAIN TRACT KNOWN AS THE THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, CONTAINING 24.96 ACRES, MORE OR LESS.

APN. 024-130-030

PARCEL 2:

A PORTION OF PARCEL NO. 6 OF THE THRESHER LANDS, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 3, 1914, IN MAP BOOK 7, AT PAGE 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN IN THE CENTER OF A PRIVATE ROAD SAID POINT BEING ON THE SOUTH LINE OF PARCEL NO. 5, AS SHOWN ON SAID MAP OF THE THRESHER LANDS, SAID BEGINNING POINT BEING 1346.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL NO. 5, RUNNING THENCE SOUTH 0 DEG. 38' WEST, 1845.7 FEET ALONG THE CENTER OF SAID PRIVATE ROAD TO A POINT, FROM WHICH AN IRON PIPE IN THE CENTER OF SAID ROAD BEARS SOUTH 0 DEG. 38' WEST 25 FEET; THENCE FROM SAID LAST MENTIONED POINT RUNNING SOUTH 89 DEG. 40' WEST 996.4 FEET ALONG THE NORTH TOE OF SLOPE OF AN IRRIGATION DITCH TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MAIN CANAL THE SUTTER BUTTE CANAL COMPANY FROM WHICH POINT AN IRON PIPE ON SAID EAST RIGHT OF WAY LINE BEARS SOUTH 26 DEG. 49' EAST 27.9 FEET; THENCE FROM SAID LAST MENTIONED POINT, RUNNING NORTH 26 DEG. 49' WEST 2062.5 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT MARKED BY A 2" X 2" IRON PIN ON THE SOUTH LINE OF SAID PARCEL NO. 5; THENCE NORTH 89 DEG. 41' EAST 1946.9 FEET ALONG THE SOUTH LINE OF SAID PARCEL NO. 5 TO THE POINT OF BEGINNING.

CONTAINING 62.36 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS OF WAY.

TOGETHER WITH A WATER RIGHT UNDER THE BUTTE WATER DISTRICT FOR THE IRRIGATION OF THE ABOVE DESCRIBED LAND.

APN: 024-130-033
PARCEL 3:

BEING A PORTION OF PARCEL NO. TWO, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 3, 1914, IN BOOK 7 OF MAPS, AT PAGE 28, AND A PORTION OF LOT A OF PARCEL NO. FOUR, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE OF THAT CERTAIN TRACT KNOWN AS THE THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT B OF PARCEL NO. FOUR, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE OF THAT CERTAIN TRACT KNOWN AS THE THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, SAID POINT BEING EAST A DISTANCE OF 18.80 FEET FROM THE NORTH WEST CORNER OF SAID LOT B, ON THE EAST LINE OF THE COUNTY ROAD KNOWN AS THRESHER AVENUE, ALSO KNOWN AS RICHARDS AVENUE, AS DESCRIBED IN DEED FROM C.W. THRESHER, ET AL, TO COUNTY OF BUTTE, RECORDED IN BOOK 195 OF DEEDS, PAGE 209, RECORDS OF BUTTE COUNTY, CALIFORNIA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT B, A DISTANCE OF 900.00 FEET; THENCE NORTH A DISTANCE OF 190.00 FEET; THENCE SOUTH 86 DEG. 11' WEST, A DISTANCE OF 988.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID AVENUE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 52 DEG. 22' AN ARC DISTANCE OF 155.37 FEET TO THE POINT OF BEGINNING, CONTAINING 3.46 ACRES, MORE OR LESS.

APN: 024-130-040

PARCEL 4:

LOT B OF PARCEL NO. 4, CONTAINING 11.75 ACRES, MORE OR LESS, AND LOT B OF PARCEL NO. 5, CONTAINING 15.93 ACRES, MORE OR LESS, ACCORDING TO THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE, OF THAT CERTAIN TRACT KNOWN AS THE THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MARCH 1, 1919, IN BOOK "A" OF MAPS, PAGE 10.

APN: 024-130-046

PARCEL 5:

PARCEL NO. 3, ACCORDING TO THAT CERTAIN MAP ENTITLED, "MAP OF THE THRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 3, 1914, IN BOOK 7 OF MAPS, AT PAGE(S) 28, CONTAINING 33.49 ACRES, MORE OR LESS.

APN: 024-130-047
Peekema Ranch LLC
905 Alexander Ave
Gridley, CA 95948
APN: 024-130-033

Project Description

We are applying for a Conditional Use Permit to re-designate an existing, residential house [905 Alexander Ave, Gridley, CA] as Agricultural Worker Housing.

The existing structure is a 4-bedroom, 1-bath 1,314 sq. ft. house. We plan on no more than 4 employees live full-time at the house. The septic system has been replaced and upgraded in 2016. This new septic system has been designed with enough capacity for both the existing house and for an additional house, should the need arise at a later date.

The purpose of re-designation of the existing house to Agricultural Worker Housing is to be in compliance with Williamson Act limitations on allowed residential buildings.

No structural changes, renovations, or modifications to the existing structure or surrounding parcel are planned or known to be needed as part of the application for this Conditional Use Permit or as part of the re-designation of the existing structure as Agricultural Worker Housing.
Front (south)

Side (east)

1” = 11’
1/8” = 1’4.5”

Light-yellow wood siding
asphalt tar shingle roof

Back (north)

Side (west)
SITE PLAN  Assessor's Parcel Number: 02

Scope: Re-designation of residential house on parcel as Agricultural Worker Housing via conditional use permit.

Slope: Entire parcel flat: Essentially 0% slope.

Flood: Flood zone "A". Area for new structure. Zone between 0.22'-0.68' below BFE. Foundation thickness will adequately raise above BFE.

Erosion: Parcel completely flat and site over 600' from canal.

Site plan prepared by
Jon Weston
Nov 2013

Owner Name: PeeKema Ranch LLC
Address / Phone: 905 Alexander Ave, Gridley, CA 95948
Site Location: 905 Alexander Ave, Gridley, CA 95948
Contact Name: Jon Weston
BUTTE COUNTY
APPLICATION FOR LAND CONSERVATION ACT
CONTRACT AGREEMENT OR AMENDMENT

NAME: Peekema Ranch LLC  PHONE: (510) 461-0752
EMAIL ADDRESS: jontweston@gmail.com
MAILING ADDRESS: 905 Alexander Ave
Cydley, CA 95948

ASSESSOR PARCEL NO.  NO. OF RESIDENTIAL STRUCTURES  ACREAGE
024 130 033 1 61.51

TOTAL: 61.51

APPLICATION MUST INCLUDE THE FOLLOWING:
1. Preliminary Title Report describing each parcel or parcels on the tax roll and the
   ownership. Title Report shall be not more than six (6) months old with plat maps
   attached.
2. An application fee of $2,256.20. Any additional review required will be billed at an
   hourly rate of $187.44. Please make checks out to “Butte County Treasurer.”
3. Applications must be submitted to the Department of Development Services on or
   before September 15th for the contract to become effective the following year.

PROPERTY INFORMATION
How long have you owned the land? 2011
Was the property acquired during the last 5 years? Yes [ ] No [X]
Is the land listed for sale at the present time? [X] No
Are there any known mineral deposits on the land? [X] No
If the answer is yes:
1. List the minerals __________________________________________

2. If ownership is not the same as property owner, who owns the mineral rights? __________________________________________

LAND USE (Indicate if proposed contract use differs from present use):

1. ORCHARD (vineyards, orchards, etc.; 20-acre minimum parcel size):
   Description of use  
   Walnuts                   Acreage 15
   Kiwi                     10
   Prunes                   15.5
   Pecans
   TOTAL: 56.5

2. FIELD CROPS, IRRIGATED PASTURE OR IRRIGATED RICE (80-acre min. parcel size):
   Description of use  
   Acreage
   
   TOTAL: ________

3. DRY LAND GRAZING (160-acre minimum parcel size):
   Description of use  
   Acreage
   
   TOTAL: ________

4. OPEN SPACE (wildlife habitat, managed wetlands, etc.; 80-acre minimum parcel size)
   Description of use  
   Acreage
   
   TOTAL: ________
Land is being used by: Owner ________ Leased ___ (Check one)
If being grazed, what is the average animal carrying capacity per acre? N/A
What is the average number of animals being grazed on the property per year? N/A

5. List all other uses on the property (attach additional sheets as necessary):
   Orchards, residential house, storage of ag equipment, workshop, irrigation pump, residential pump

6. List all built structures on the property (attach additional sheets as necessary):
   Workshop (50' x 50'), covered storage (80' x 120'), equipment storage (150' x 26'), equipment storage (27' x 92'), storage shed (31' x 10'), detached garage/storage (18' x 20'), house (35' x 45')

7. Other information or explanation to support application:
   This farm and parcel have been family-owned (Peckers) for nearly 100 years, and only in 2011 was there a structural name change.

The above statements are certified by the undersigned owners of the property listed on page one of this application to be complete, true and correct.

DATE: 2/7/2019 Signature Michael Weston (Owner, Managing Member)

DATE: ___________________ Signature ___________________ (Owner)

DATE: ___________________ Signature ___________________ (Owner)
First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: 71-145069

Issued By:

Timios Title, a California Corporation
2854-A Olive Highway
Oroville, CA 95966

By: __________
Authorized Countersignature

This jacket was created electronically and constitutes an original document.
EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
   b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
   f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
   The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing
evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
   a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
   b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
   In case of a claim under this Guarantee, the Company shall have the following additional options:
   a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
   b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
   c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.
   a. This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
   b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
   c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
   d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.
   All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee proportionately.

   a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.
    Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
    The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any
person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.
Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be bring upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.
a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
c. No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)
Disclaimer

This REiSource report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warrantees of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this REiSource report without a title insurance policy.

The information contained in the REiSource report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.
RECORDING REQUESTED BY
John T. Harris

AND WHEN RECORDED MAIL TO
John T. Harris
HARRIS, SANFORD & HAMMAN
660 Ohio Street
P. O. Box 908
Gridley, CA 95948

APN: 024-180-030, 033, 040, 046, 047
NO TAX DUE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR PEEKEMA AND PEEKEMA, a General Partnership, hereby GRANTS to PEEKEMA RANCH, LP, a California Limited Partnership, all its right, title and interest, in that real property situate in the County of Butte, State of California, as described in Exhibit "A".

PLEASE SEE EXHIBIT "A" ATTACHED HERETO.

The purpose of recording this deed is to vest title to real property held in the name of the PEEKEMA AND PEEKEMA General Partnership in the name of PEEKEMA RANCH, LP, a California Limited Partnership, its successor by virtue of amendment to partnership agreement dated December 17, 1996, and Certificate of Limited Partnership recorded on January 27, 1997, Butte County No. 97-000444.

Dated: __8-MAY__ 2011

Dated: __May 3__ 2011

Dated: __9-MAY__ 2011

MAIL TAX STATEMENTS TO:
Peekema Ranch I.P. ATTN Tom Peekema, 905 Alexander Ave., Gridley, CA 95948
INDIVIDUAL ACKNOWLEDGMENT

State of Oregon } ss.
County of Washington

On this the 3\textsuperscript{rd} day of May 2011
before me, Peter J. Kim
Notary Public

the undersigned Notary Public, personally appeared

Thomas Rekerta / Stacy Petersen

Personally known to me and proved to me on the basis of satisfactory evidence

to be the person(s) whose names are subscribed to the within instrument, and acknowledged that

May 2011, they executed it.

WITNESS my hand and official seal.

Peter J. Kim

Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and replacement of this form on another document.

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ________________ Number of Pages: ____________

Signer(s) Other Than Named Above: ________________________
ACKNOWLEDGMENT

State of California
County of Santa Clara

On 05/07/2011, before me, ACHALA M. SHAH, Notary Public, personally appeared RICHARD M. PEKEMA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 ACHALA M. SHAH (SEAL)
EXHIBIT "A"

ALL THAT REAL PROPERTY, SITIATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT A OF PARCEL NO, FOUR, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, LYING WESTERLY OF THRESHER AVENUE, ALSO KNOWN AS RICHARDS AVENUE, CONTAINING 25.61 ACRES, MORE OR LESS.

LOT A OF PARCEL NO, FIVE, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, CONTAINING 24.96 ACRES, MORE OR LESS.

APN. 024-130-030

PARCEL 2:

A PORTION OF PARCEL NO. 6 OF THE THRESHER LANDS, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 3, 1914, IN MAP BOOK 7, AT PAGE 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN IN THE CENTER OF A PRIVATE ROAD SAID POINT BEING ON THE SOUTH LINE OF PARCEL NO. 5, AS SHOWN ON SAID MAP OF THE THRESHER LANDS, SAID BEGINNING POINT BEING 1346.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID PARCEL NO. 5, RUNNING THENCE SOUTH 0 DEG. 38' WEST, 1845.7 FEET ALONG THE CENTER OF SAID PRIVATE ROAD TO A POINT, FROM WHICH AN IRON PIPE IN THE CENTER OF SAID ROAD BEARS SOUTH 0 DEG. 38' WEST 25 FEET; THENCE FROM SAID LAST MENTIONED POINT RUNNING SOUTH 89 DEG. 48' WEST 996.4 FEET ALONG THE NORTH TOE OF SLOPE OF AN IRRIGATION DITCH TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MAIN CANAL THE SUTTER BUTTE CANAL COMPANY FROM WHICH POINT AN IRON PIPE ON SAID EAST RIGHT OF WAY LINE BEARS SOUTH 26 DEG. 49' EAST 27.9 FEET; THENCE FROM SAID LAST MENTIONED POINT, RUNNING NORTH 26 DEG. 49' WEST 2062.5 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT MARKED BY A 2" X 2" IRON PIN ON THE SOUTH LINE OF SAID PARCEL NO. 5; THENCE NORTH 89 DEG. 41' EAST 1946.9 FEET ALONG THE SOUTH LINE OF SAID PARCEL NO. 5 TO THE POINT OF BEGINNING.

CONTAINING 62.36 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS OF WAY.

TOGETHER WITH A WATER RIGHT UNDER THE BUTTE WATER DISTRICT FOR THE IRRIGATION OF THE ABOVE DESCRIBED LAND.

APN: 024-130-033
PARCEL 3:

BEING A PORTION OF PARCEL NO. TWO, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF TRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON FEBRUARY 3, 1914, IN BOOK 7 OF MAPS, AT PAGE 28, AND A PORTION OF LOT A OF PARCEL NO. FOUR, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE OF THAT CERTAIN TRACT KNOWN AS THE TRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT B OF PARCEL NO. FOUR, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE OF THAT CERTAIN TRACT KNOWN AS THE TRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 1, 1919, IN BOOK "A" OF MAPS, AT PAGE 10, SAID POINT BEING EAST A DISTANCE OF 18.80 FEET FROM THE NORTHWEST CORNER OF SAID LOT B, ON THE EAST LINE OF THE COUNTY ROAD KNOWN AS TRESHER AVENUE, ALSO KNOWN AS RICHARDS AVENUE, AS DESCRIBED IN DEED FROM C.W. TRESHER, ET AL, TO COUNTY OF BUTTE, RECORDED IN BOOK 195 OF DEEDS, PAGE 209, RECORDS OF BUTTE COUNTY, CALIFORNIA; THENCE EAST ALONG THE NORTH LINE OF SAID LOT B, A DISTANCE OF 900.00 FEET; THENCE NORTH A DISTANCE OF 190.00 FEET; THENCE SOUTH 86 DEG. 11' WEST, A DISTANCE OF 988.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID AVENUE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET THROUGH A CENTRAL ANGLE OF 52 DEG. 22', AN ARC DISTANCE OF 155.37 FEET TO THE POINT OF BEGINNING, CONTAINING 3.40 ACRES, MORE OR LESS.

APN: 024-130-040

PARCEL 4:

LOT B OF PARCEL NO. 4, CONTAINING 11.75 ACRES, MORE OR LESS, AND LOT B OF PARCEL NO. 5, CONTAINING 15.93 ACRES, MORE OR LESS, ACCORDING TO THAT CERTAIN MAP ENTITLED, "MAP OF THE SURVEY OF PARCELS FOUR AND FIVE, OF THAT CERTAIN TRACT KNOWN AS THE TRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MARCH 1, 1919, IN BOOK "A" OF MAPS, PAGE 10.

APN: 024-130-046

PARCEL 5:

PARCEL NO. 3, ACCORDING TO THAT CERTAIN MAP ENTITLED, "MAP OF THE TRESHER LANDS", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, FEBRUARY 3, 1914, IN BOOK 7 OF MAPS, AT PAGE(S) 28, CONTAINING 33.49 ACRES, MORE OR LESS.

APN: 024-130-047
LAND CONSERVATION AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of
February, 1973 by and between GEORGE T. PEEKEMA, JOANNE
K. PEEKEMA, RICHARD M. PEEKEMA and BARBARA K. PEEKMA
hereinafter referred to as "Owner", and the County of Butte, a political
subdivision of the State of California, hereinafter referred to as "County";

WITNESSETH

WHEREAS, Owner possesses certain real property hereinafter described
located within County; and

WHEREAS, said property is devoted to agricultural uses; and

WHEREAS, said property is located within the AGRICULTURAL PRESERVE
NO. ______ heretofore established by County; and

WHEREAS, both Owner and County desire to limit the use of said
property to agricultural, related and compatible uses in order to
preserve a maximum amount of agricultural land, to conserve the State's
economic resources, to maintain the agricultural economy, and to assure
a food supply for future residents, to discourage premature and un-
necessary conversion of agricultural land to urban uses, recognizing
that such land has public value as open space and constitutes an
important physical, social, esthetic, and economic asset to the County;
and

WHEREAS, the placement of said property in an agricultural preserve
and the execution and approval of this Agreement is a determination that
the highest and best use of said property during the term of this
Agreement or any renewal thereof is for agricultural uses;

NOW, THEREFORE; both Owner and County in consideration of the
mutual promises, covenants and conditions herein contained and the
substantial public benefits to be derived therefrom, do hereby agree
as follows:

22471
FIRST: This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements".

SECOND: During the term of this Agreement, or any renewal thereof, the said property shall not be used for any purpose other than agricultural uses for producing agricultural commodities for commercial purposes, uses related to such purposes and uses compatible for such purposes, which uses are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

THIRD: The Board of Supervisors of County may from time to time and during the term of the Agreement or any extensions thereof, by resolution add to those compatible uses authorized in the resolution establishing the preserve within which the land is located; provided, however, said Board shall not eliminate, without the written consent of Owner, a compatible use during the term of this Agreement or any renewals thereof. The provisions of this Agreement and any resolution supplementing the uses listed in Exhibit "A" is not intended to limit or supersede the planning and zoning powers of the County.

FOURTH: In the event an action is established in eminent domain for condemnation of all or a portion of subject property for a public or quasi-public use as permitted under Section 51290 of the California Government Code, the terms of this Agreement shall be null and void as of the date the action is filed; this Agreement shall remain in full force and effect as to the remainder of subject property not so taken, unless such remaining land would no longer be eligible for Agreement under Section 51292 of the California Government Code.
FIFTH: This Agreement shall be effective as of the day and year first above written and shall remain in effect for a period of ten (10) years therefrom. This Agreement shall be automatically renewed on the first day of January of each year for a period of ten (10) years from the date of said renewal, unless notice of non-renewal is given as provided in Section 51285 of the Government Code of California.

SIXTH: The Owner understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use thereof is limited as aforesaid.

SEVENTH: Cancellation of this Agreement may only be affected pursuant to the provisions of Government Code Sections 51280 through 51286, except as otherwise provided herein; provided, however, that the consent of the Director of Agriculture of the State of California as provided for in Government Code Sections 51282 and 51283 need not be obtained.

EIGHTH: The Owner agrees that he, his successors and assigns shall not divide by sale or gift the property which is the subject of this Agreement into a parcel under separate ownership having less than 10 acres.

NINTH: This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the Owner and County.

TENTH: In the event of forced sale of lands subject hereto for the settlement of a tax lien, this Agreement is null and void as to such land actually sold for that purpose. No penalty as provided for in Paragraph Seven (7) shall be charged for a cancellation under this paragraph.

ELEVENTH: This Agreement shall be cancelled without payments or public hearing if it is replaced by any other enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there is no operative legislation implementing said Article with respect to assessment practices.
TWELFTH: The property of the Owner hereinafter referred to and to which the provisions of this Agreement apply is situated in the County of Butte, State of California and is particularly described as follows:

PARCEL ONE:
A portion of Parcel No. Two, as shown on that certain map entitled, "Map of Thresher Lands", which map was filed in the office of the Recorder of the County of Butte, State of California, February 3, 1914 in Book 7 of Maps, at page 28; and a portion of Lot A of Parcel No. Four, as shown on that certain map entitled, "Map of the Survey of Parcels Four and Five of that certain Tract known as the Thresher Lands", which map was filed in the office of the Recorder of the County of Butte, State of California, March 1, 1919 in Book A of Maps, at page 10, more particularly described as follows:

Beginning at a point on the North line of Lot B of Parcel No. Four, of said Map of the Survey of Parcels Four and Five of that certain Tract known as the Thresher Lands, said point being thereon a distance of 787.60 feet from the Northwest corner of said Lot B, on the East line of the County Road known as Thresher Avenue, also known as Richards Avenue, as described in the Deed from C. W. Thresher, et al., to the County of Butte, recorded in Book 195 of Deeds, at page 209, records of Butte County, California; thence East along the North line of said Lot B, a distance of 900.6 feet; thence North, a distance of 190.0 feet; thence South 86°11' West, a distance of 988.0 feet to a point on the Northwesternly line of said Avenue; thence along the arc of a curve to the right, having a radius of 170.0 feet, through a central angle of 52°22', an arc distance of 155.37 feet to the point of beginning.

PARCEL TWO:
A portion of Parcel No. 6 of the Thresher Lands, according to the official map thereof, filed in the office of the Recorder of the County of Butte, State of California, February 5, 1914 in Map Book "F" at page 26, more particularly described as follows:

Beginning at a point, marked by an iron pin in the center of a private road, said point being on the south line of Parcel No. 5 as shown on said map of the Thresher Lands, said beginning point being 1344.2 feet west of the southeast corner of said Parcel No. 5; running thence South 0° 30' West 1045.7 feet along the center of said private road to a point, from which an iron pipe in the center of said road bears south 0° 30' west 25.0 feet; thence from said last mentioned point, running south 0° 40' West 996.4 feet along the north toe of slope of an irrigation ditch to a point on the east right of way line of the Main Canal of the Sutter Butte Canal Co., from which point an iron pipe on said East right of way line bears South 26° 49' East 27.9 feet; thence from said last mentioned point, running north 26° 49' west, 2062.5 feet along said East right of way line to a point marked by a 2" x 2" iron pin on the south line of said Parcel No. 5; thence north 39° 41' East, 1946.9 feet along the south line of said Parcel No. 5 to the point of beginning.

PARCEL FOUR:
That portion of Lot A of Parcel No. 4, according to that certain map entitled, "Map of the Survey of Parcels Four and Five of that certain Tract known as the Thresher Lands", which map was filed in the office of the Recorder of the County of Butte, State of California, March 1, 1919 in Book "A" of Maps, at page 10, lying Westerly of Thresher Avenue.
IN WITNESS WHEREOF, The Owner and County have executed this
Agreement the day and year first above written.

COUNTY OF BUTTS

BY
Chairman of the Board of Supervisors

ATTEST:
Clark Nelson, County Clerk
and Ex Officio Clerk of the Board of Supervisors

by
Deputy Clerk

APPROVED AS TO FORM
Butte County Council
Daniel V. Blackstock

OWNER:

Henry F. Riede

Jeanne K. Riede

Richard M. Riede

Barbara K. Riede

Book 1818 Page 668
EXHIBIT "A" PERMITTED USES

1. Single family dwelling as provided in C-1, C-2 or C-3 above, provided, however, that variances may be recommended by the committee to the Board of Supervisors in cases of hardship.

2. General farming, horticulture, commercial livestock, commercial poultry production, warehousing and storage.

3. Accessory buildings and uses pertinent to the permitted uses including agricultural processing plants.

4. Housing facilities (including trailers) to accommodate only agricultural employees and their families employed by the owner or operator of the premises and provided further that such housing facilities shall be considered accessory to the main building.

5. A stand or a display for sale of agricultural commodities produced on the premises. Sales of products produced off the premises provided that the sale of such products is incidental and secondary to the sales of agricultural products produced on the premises.

6. Compatible uses:
   a. The drilling for hydrocarbon, including the installation and use of such equipment, structures and facilities as are necessary or convenient.
   b. Public utility and public services, including structures, uses and buildings.
   c. Airport or aircraft landing facilities.
   d. Farm labor camps.
   e. Any other use determined to be a compatible use in all agricultural preserves by the Board of Supervisors after public hearing on ten (10) days published notice and such other notice if any as they may specify. And after, such use be deemed a compatible use in any agricultural preserve.

7. Other uses:
   a. Sand and gravel operation subject to the securing of a use permit approved by the County.
   b. Mines, mineral extraction, and quarries in Agricultural Preserve Number 7, 8 and 9.
STATE OF CALIFORNIA 
County of Butte 

On this 27th day of February, 1972, before me 

Mary K. Keys, a Notary Public in and for the said 
County and State, residing therein, duly commissioned and sworn, personally 
appeared Jack H. Kelly, known to me to be the Chairman 
of the Board of Supervisors of the County of Butte, that executed the within 
Agreement and acknowledged to me that said County of Butte did execute the 
same. 

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 
seal the day and year in this Certificate first written above.

MARY K. KEYS
NOTARY PUBLIC in and for said 
County and State

My Commission Expires: Jan. 16, 1974

STATE OF CALIFORNIA 
County of Butte 

On this 27th day of January, 1973, before me Delrose M. Flynn, 
personally appeared 

George R. Perkins and Jennie K. Perkins, known to me to be the 
person (s) whose name (s) is (are) subscribed to the within instrument, 
and acknowledged that he (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 
seal the day and year in this Certificate first above written.

Delrose M. Flynn
NOTARY PUBLIC in and for said 
County and State

My Commission Expires: Aug. 27, 1975
STATE OF NEW YORK

county of Ulster

On this 3rd day of FEBRUARY, 1973, before me

WINIFRID D. HUTT, personally appeared

RICHARD M. PEKEMA & BARBARA K. PEKEMA known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written

WINIFRID D. HUTT

NOTARY PUBLIC in and for said County and State

My Commission Expires:

NOTARY PUBLIC IN NEW YORK STATE
Resident in and for Ulster County
Commission Expires March 30, 1973

END OF DOCUMENT
BUTTE COUNTY
APPLICATION FOR LAND AGRICULTURAL CONTRACT

NAME:  Peekona Brothers  PHONE:  916-846-3217
ADDRESS:  Rt1-Box 570 - Gridley, Calif  95948

ASSessor PARCEL NO.  NOS. OF RESIDENTIAL STRUCTURES  ACREAGE
024-08-0-033  1  62.36
024-13-0-090  1  50.57
024-13-0-049  1  3.40

TOTAL:  116.33  [Signature]

APPLICATION MUST INCLUDE THE FOLLOWING:

1. Preliminary Title Report describing each parcel or parcels on the
tax roll and the ownership in duplicate. Title Report shall be not
more than one (1) year old and on legal size form 8½ x 11.

2. Applications must be accompanied by a fee of Twenty-five ($25.00)
Dollars for processing and recording. This fee shall not be returned
in the event that the application is turned down by the county.

3. Application shall be submitted and be filed with the Agricultural
Commissioner on or before December 31 of each year in order that the
contract will become effective during the following year.

How long have you owned the land?  9 years on parcels 033 and 090; about 4 years on 049

Was the property acquired during the last five (5) years?  Yes  No

A. If the answer is yes, how much did you pay for the property?
   (The amount paid for property is a voluntary statement by the
   applicant and not required.)

Is the land listed for sale at the present time?  No

Are there any known mineral deposits on the land?  No

If the answer is yes:

A. List the minerals

B. If ownership is not the same as property owner, who owns the
   mineral rights?
1. **HORTICULTURE:**
   - **Description or type:** Peaches
   - **Acreage:** 80.4

   - Grapes
   - **Acreage:** 32.7

   - Walnuts
   - **Acreage:** 3.5

   **Total:** 107.1

2. **FIELD CROPS OR IRRIGATED PASTURE:**
   - **Description or type:**
   - **Acreage:**
   - **Total:**

3. **COMMERCIAL TIMBER OR GRAZING:**
   - **Description or type:**
   - **Acreage:**
   - **Total:**

**Land is being used by:**
- Owner [ ]
- Leased [ ]

(Check One)

If land is grazed, what is the average animal carrying capacity per acre?

What is the average number of animals being grazed on the property per year?

If timber land, when was it last logged?

4. **OTHER INFORMATION OR EXPLANATION TO SUPPORT APPLICATION:**

The above statements are certified by the undersigned to be true and correct, and that this land is used for the intensive production of food or fiber, or the land is used to support the agricultural economy and has public value.

**Date:** 2/10/72

**Signature:**

**Notes:**

10/69-50