

FORM APPROVED COUNTY COUNSEL 3/24/16
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

114 B



FROM: TLMA – Planning Department

SUBMITTAL DATE:
 February 23, 2016

SUBJECT: WILLIAMSON ACT LAND CONSERVATION CONTRACT — Applicant: Loudiar, LLC- Third Supervisorial District – Rancho California Area – Southwest Area Plan: Agriculture: Agriculture (AG:AG) – 172 Gross Acres – Location: Northerly of Rancho California Road, Westerly of Calle Contento, easterly of La Serena Way - Zoning: C/V and C/V-10. **REQUEST:** To execute a new Williamson Act Land Conservation Contract between the County of Riverside and Loudiar, LLC on approximately 57 acres within the Rancho California Agricultural Preserve No. 4. Deposit Based Funds 100% ; CEQA Exempt

Departmental Concurrence

Steve Weiss
 Steve Weiss, AICP
 Planning Director

(Continued on next page)

Juan C Perez
 Juan C Perez
 TLMA Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Deposit based funds				Budget Adjustment:	N/A
				For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: APPROVE
 BY: *Alex Gann*
 Alex Gann
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | District: 3 | Agenda Number:

3-47

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11 WILLIAMSON ACT LAND CONSERVATION CONTRACT**

DATE: February 23, 2016

PAGE: Page 2 of 2

SUBJECT (continued):

RECOMMENDED MOTIONS: That the Board of Supervisors:

FIND the approval of the attached Land Conservation Contract exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines section 15317; and,

APPROVE and AUTHORIZE the Chairman of the Board of Supervisors to execute the attached Land Conservation Contract for the real property located within the Rancho California Agricultural Preserve No. 4, as shown on Rancho California Agricultural Preserve No. 4 Map No. 110 as amended through Map No. 1020; and,

DIRECT the Clerk of the Board to record the Land Conservation Contract with the County Recorder and transmit copies thereof to the Riverside County Planning Department, the Director of Conservation, State of California, and the Office of the Assessor of Riverside County.

BACKGROUND:

A Notice of Non-Renewal was recorded on 9/22/14 for approximately 73 acres subject to a Land Conservation Contract, and located within the Rancho California Agricultural Preserve No. 4. The Notice of Non-Renewal was filed and recorded during the processing of Tentative Tract Map No. 36796 and Conditional Use Permit No. 3707. During the processing of both projects, the property owner decided not to pursue Tentative Tract Map No. 36796, and only pursue Conditional Use Permit No. 3707. As a result, the property owner is requesting that approximately 57 acres of the 73 acres be placed back under a Williamson Act Land Conservation Contract. Since a Notice of Non-Renewal was recorded on the entire 73 acres, it is necessary for the County of Riverside and Loudar, LLC to enter into a new Land Conservation Contract for the subject 57 acres. The Notice of Non-Renewal will remain on the other 16.60 acres, and the prior land conservation contract will remain in effect for those 16.60 acres until January 1, 2023 or when the contract is cancelled, whichever is soonest.

The approval and execution of this Land Conservation Contract for the 57 acres does not authorize development on the property. It only places real property that was previously subject to a Williamson Act Land Conservation Contract back under the terms and obligations of the attached Williamson Act Land Conservation Contract. As a result, approving this Land Conservation Contract is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15317 which provides the making and renewing of open space contracts under the Williamson Act are exempt from CEQA.

Impacts on Citizens and Businesses:

There will be no impact to Citizens and Businesses since the contract remains in effect and this action only extends the term of the contract.

ATTACHMENTS:

- A. LAND CONSERVATION CONTRACT (3)**
- B. EXHIBIT A**

RECORDING REQUESTED BY
RIVERSIDE COUNTY

THIS AREA FOR RECORDER'S USE ONLY

When recorded, return to:

Stop #1010
Clerk of the Board of Supervisors
Riverside CA, 1st Floor

No fee, 6103 Government Code

LAND CONSERVATION CONTRACT

COUNTY OF RIVERSIDE, herein called "County," and

Louidar, LLC a California Limited Liability Company

herein called "Owner," mutually agree:

1. This contract is made pursuant to the California Land Conservation Act of 1965 (Government Code, Section 51200, et seq.) and affects the real property described in Exhibit "A" attached hereto and made a part of this contract, which lies within the Rancho California Agricultural Preserve No. 4, Map No. 110 as amended through Map No. 1020.
2. This contract shall take effect on January 1, 2016, and shall remain in effect for an initial term of 10 years.
3. On each anniversary date of this contract, one year shall be added to the initial term unless notice of non-renewal shall be given as provided in Section 51245 of the Government Code. Any notice of non-renewal referring to this contract shall be recorded by the County in the office of the County Recorder whenever the contract is not renewed.
4. This contract may be canceled only in accordance with Section 51280, et seq., of the Government Code relating to cancellation, as now written or hereafter amended.
5. When any portion of land subject to this contract is acquired by condemnation of the fee title, or by purchase in lieu thereof, for a public improvement, this contract shall become null and void thereafter as to such portion, and may be amended to correctly reflect the description of any portion not so acquired.
6. In consideration of the execution hereof by County, and the execution by County and other owners within the preserve of similar contracts, the Owner, during the term of this contract, including any renewal period, agrees to use the described land only for agricultural uses and such compatible uses as are permitted by or pursuant to the Uniform Rules established for the administration of agricultural preserves by Riverside County Ordinance Number No. 509. Said Uniform Rules are by this reference incorporated in and made a part of this contract.
7. In consideration of the execution hereof by the Owner and the execution of similar contracts by other property owners within the same agricultural preserve, County agrees not to authorize uses, other than uses permitted by or pursuant to said Uniform Rules, within said agricultural preserve, during the term of this contract or any renewal thereof. Nothing herein shall prohibit a change of boundaries of said agricultural preserve to omit lands not subject to such contract or to include additional lands.
8. Any notice to be given to the Owner pursuant to this contract or said Uniform Rules may be sent by U.S. Mail addressed to the Owner at the address shown below the signature of the Owner. Like notices to

County may be sent by U.S. Mail addressed to Clerk, Board of Supervisors, P.O. Box 1010, Riverside, CA 92502-1010. Either party may change such address by notice to the other.

- 9. This contract shall constitute a covenant running with the land herein described, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. This contract may be enforced by either party or by any owner of land within the same agricultural preserve which is subject to a similar contract.

Dated as of: January 1, _____


STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ATTEST:
Clerk of the Riverside County Board of Supervisors

BY _____
Chairman, Board of Supervisors

By _____
(Seal) Deputy

OWNER(S) SIGNATURE AND ADDRESS

Owner:  LOUIS DARWISH
Owner: _____
Owner: _____
Owner: _____
Mailing Address: 33820 RANCHO CALIFORNIA RD. TEMECULA, CA. 92591

NOTARY ACKNOWLEDGMENT

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 San Diego
On Jan. 15, 2016 before me, MAKROUHI K. MAY
(Date) (Name and Title of officer)
personally appeared LOUIS DARWISH, who
(Name(s) of signer(s))

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

 (SEAL)
Notary Public

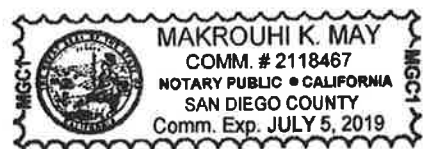


EXHIBIT "A"

RANCHO CALIFORNIA AGRICULTURAL PRESERVE No. 4 (WILLIAMSON ACT CONTRACT)

LEGAL DESCRIPTION

Those portions of Parcels A-9 and A-10 of Record of Surveys filed in Book 50, pages 68 through 75, inclusive, together with a portion of Parcel No. 2 of Instrument No. 1965-127437, recorded November 9, 1965, all records of Riverside County Recorder's Office located in Sections 27 and 34 of Township 7 South, Range 2 West of the Unincorporated Territory of Riverside County, State of California, more particularly described as follows:

PARCEL 1:

Beginning at the southwesterly end of that course on the southerly side of said Parcel 2 of Instrument No. 1965-127437 shown as "North 37°00'38" East 1383.97 feet" per said Instrument; thence along the southerly line of said Parcel 2 the following three (3) course:

1. South 71°53'50" West 482.95 feet,
2. North 30°31'26" West 332.32 feet and
3. North 87°52'50" West 332.42 feet to a point on the easterly Right of Way line of La Serena Way (88.00 feet wide) as shown per Record of Survey on file in Book 50, Pages 68 through 75, inclusive, of Record of Survey;

thence along said easterly Right of Way line the following two (2) courses:

1. North 13°10'21" East 173.20 feet to a curve concave westerly having a radius of 1244.00 feet and
2. northerly 1040.45 feet along said curve through a central angle of 47°55'14" to a point on the northerly line of said Parcel 2 of Instrument No. 1965-127437 shown as "South 55°16'07" West 439.36 feet" per said Instrument;

thence along said northerly line, non-tangent from said curve North 55°20'17" East 395.30 feet;

thence departing said northerly line, South 63°30'09" East 786.17 feet;

thence South 08°31'22" East 306.81 feet to a curve concave westerly having a radius of 375.00 feet;

thence southerly 162.73 feet along said curve through a central angle of 24°51'46";

thence non-tangent from said curve South 69°08'02" East 489.29 feet to a point on said southerly line of Parcel 2 of Instrument No. 1965-127437;

EXHIBIT "A"

thence along said southerly line, South 37°00'18" West 682.40 feet to the **Point of Beginning**.

Containing 32.27 acres, more or less.

PARCEL 2:

Commencing at the southwesterly end of that course on the northerly side of said Parcel 2 of Instrument No. 1965-127437, shown as "North 21°39'04" East 1770.08 feet" per said Instrument;

thence along the northerly line of said Parcel 2 the following two (2) courses:

1. North 21°38'48" East 706.91 feet to the **True Point of Beginning**,
2. continuing North 21°38'48" East 685.14 feet;

thence South 58°14'31" East 1627.54 feet;

thence South 17°53'52" West 663.78 feet;

thence North 38°11'50" West 100.22 feet to a curve concave southerly having a radius of 400.00 feet;

thence westerly 446.00 feet along said curve through a central angle of 63°53'03";

thence South 77°55'07" West 108.25 feet;

thence North 12°04'53" West 18.90 feet to a curve concave southeasterly having a radius of 140.00 feet;

thence northeasterly 193.14 feet along said curve through a central angle of 79°02'40";

thence North 66°57'46" East 148.11 feet;

thence North 65°42'14" East 113.72 feet;

thence North 66°23'58" East 143.48 feet;

thence North 45°04'21" East 51.50 feet;

thence North 40°47'40" East 27.10 feet to a curve concave westerly having a radius of 62.00 feet;

thence northerly 92.26 feet along said curve through a central angle of 85°15'20";

EXHIBIT "A"

thence North 44°27'40" West 68.35 feet to a curve concave southerly having a radius of 38.00 feet;

thence westerly 60.00 feet along said curve through a central angle of 90°27'59";

thence South 45°04'21" West 26.09 feet;

thence South 82°36'13" West 15.16 feet;

thence South 45°57'43" West 59.16 feet to a curve concave southeasterly having a radius of 55.00 feet;

thence southwesterly 18.66 feet along said curve through a central angle of 19°26'06" to a compound curve concave easterly having a radius of 200.00 feet, a radial line to the beginning of said compound curve bears North 63°28'23" West;

thence southerly 49.14 feet along said curve through a central angle of 14°04'43";

thence non-tangent from said curve South 27°37'25" East 53.09 feet;

thence South 30°26'10" West 73.70 feet;

thence South 64°47'55" West 153.94 feet;

thence South 73°37'18" West 33.66 feet to a non-tangent curve concave southeasterly having a radius of 522.00 feet, a radial line to the beginning of said curve bears North 22°06'37" West;

thence southwesterly 102.65 feet along said curve through a central angle of 11°16'02" to a compound curve concave southeasterly having a radius of 75.00 feet, a radial line to the beginning of said compound curve bears North 33°22'39" West;

thence southwesterly 36.25 feet along said curve through a central angle of 27°41'24" to a compound curve concave easterly having a radius of 260.00 feet, a radial line to the beginning of said compound curve bears North 61°04'03" West;

thence southerly 90.60 feet along said curve through a central angle of 19°57'59" to a reverse curve concave northwesterly having a radius of 57.00 feet, a radial line to the beginning of said reverse curve bears North 81°02'02" West;

thence southwesterly 55.10 feet along said curve through a central angle of 55°23'26";

thence non-tangent from said curve South 12°04'53" East 31.66 feet;

thence South 77°55'07" West 14.36 feet to a curve concave northerly having a radius of 200.00 feet;

EXHIBIT "A"

thence westerly 188.86 feet along said curve through a central angle of 54°06'12";

thence North 47°58'41" West 17.13 feet;

thence North 05°07'59" West 333.24 feet;

thence North 64°22'28" West 639.49 feet to the **True Point of Beginning**.

Containing 24.58 acres, more or less.

All Parcels combined contain 56.85 acres, more or less.

All as shown on Exhibit "B-1", attached hereto and by this reference made a part hereof.

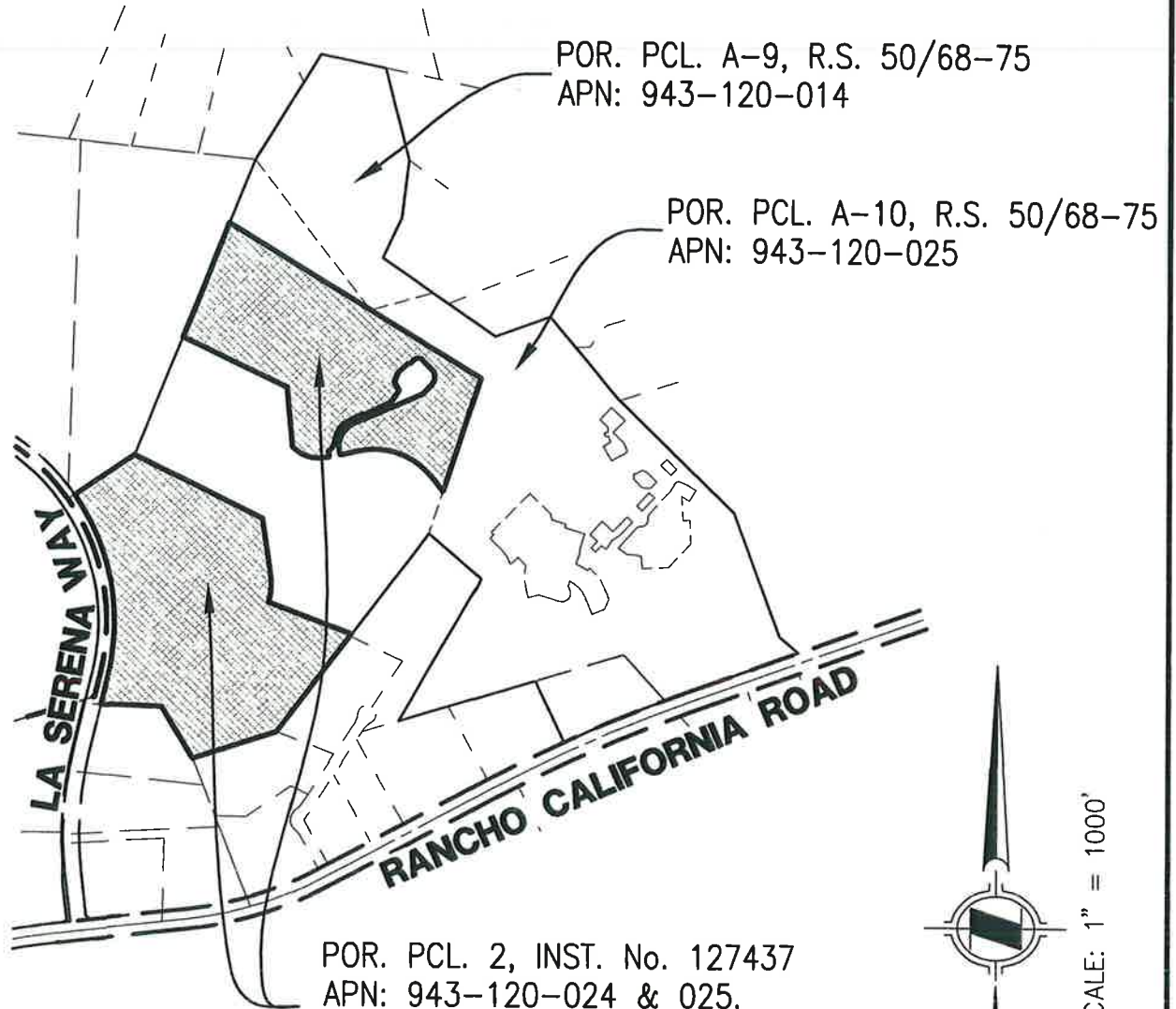
Prepared under the supervision of:




Paul R. Huddleston Jr., PLS 7083
Expires: December 31, 2016

Date

EXHIBIT "B-1"



POR. PCL. 2, INST. No. 127437
 APN: 943-120-024 & 025.
 56.85 ACRES (WILLIAMSON ACT
 CONTRACT)



SCALE: 1" = 1000'



Paul R. Huddleston, Jr.
 PAUL R. HUDDLESTON, JR., PLS 7083

SECTION 27, T.7S., R.2W., S.B.M. Ag_WAC_ExhB


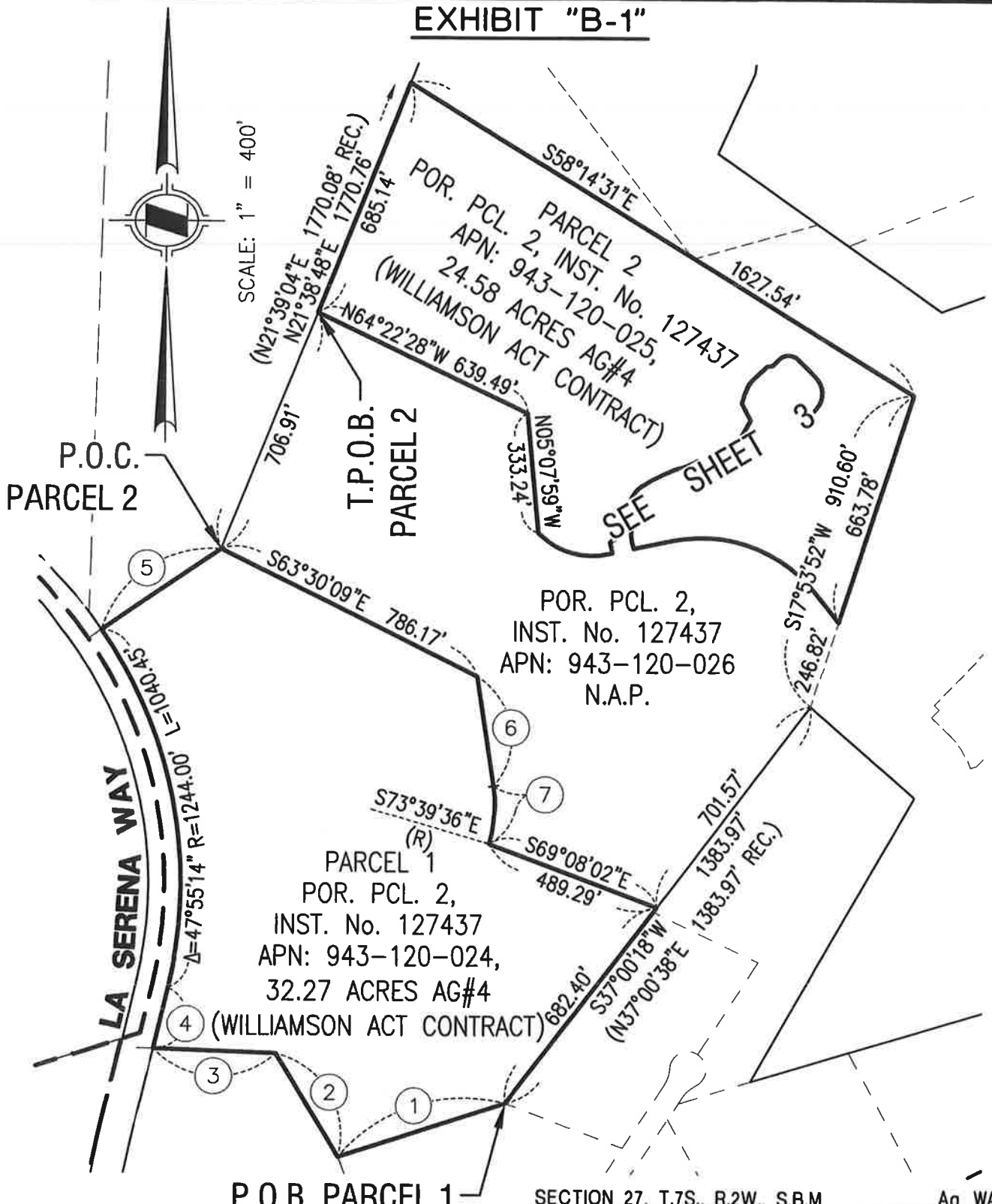
PLAT OF A PORTION OF RANCHO CALIFORNIA NO. 4 APN: 943-120-024 & 025 (WILLIAMSON ACT CONTRACT)			
PREPARED BY R.Beuschlein	CHECKED BY B.Hay	DATE 2/4/2016	SHEET 1 OF 4
 HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS			W.O.: 3069-5
			SCALE: 1"=1000'

EXHIBIT "B-1"



SEE SHEET 4 FOR DATA TABLE

SECTION 27, T.7S., R.2W., S.B.M. Ag_WAC_ExhB


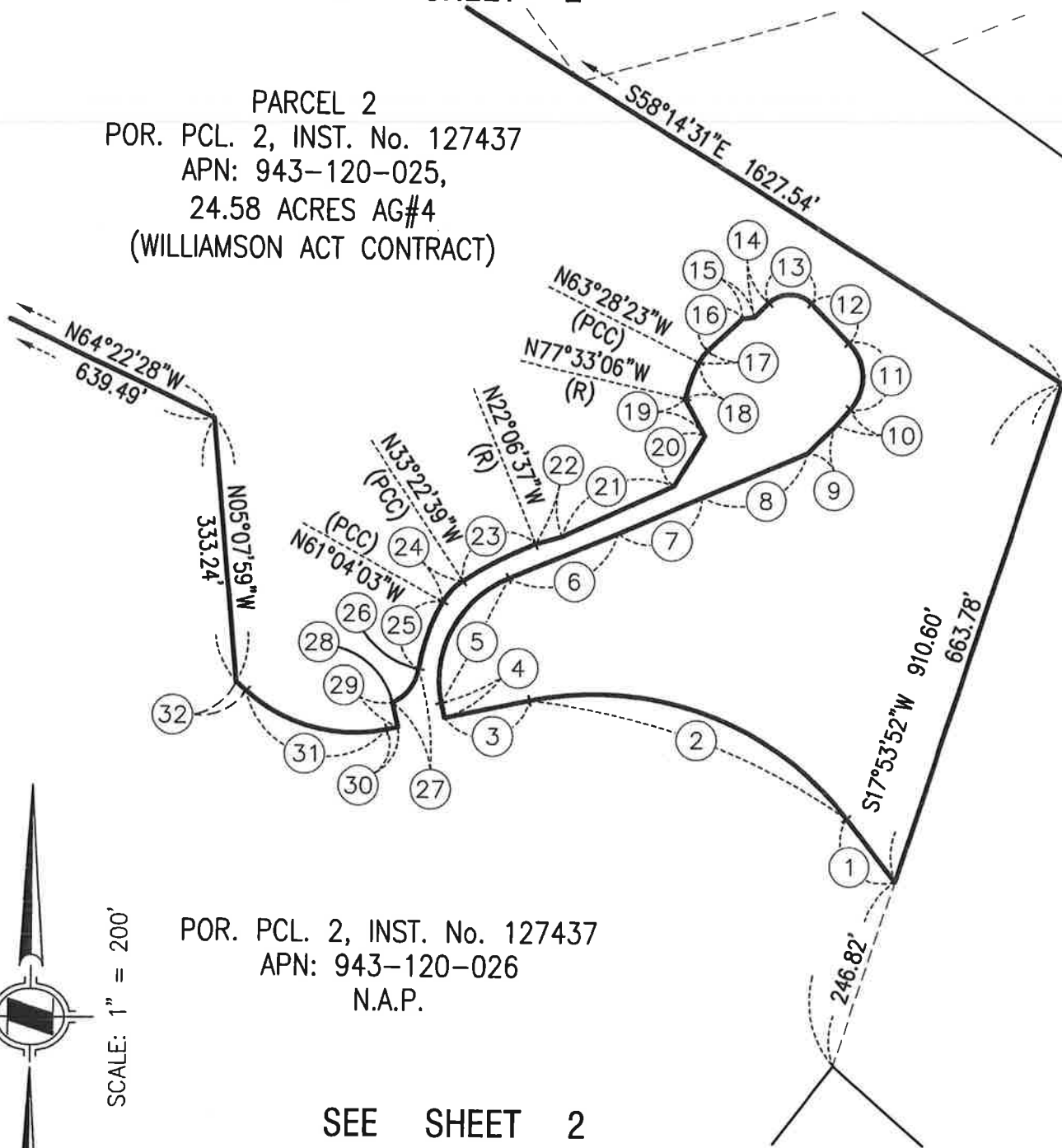
PLAT OF A PORTION OF RANCHO CALIFORNIA NO. 4 APN: 943-120-024 & 025 (WILLIAMSON ACT CONTRACT)			
PREPARED BY R.Beuschlein	CHECKED BY B.Hay	DATE 2/4/2016	SHEET 2 OF 4
 HUNSAKER & ASSOCIATES IRVINE, INC INLAND EMPIRE REGION 2900 ADAMS STREET, SUITE A-15 RIVERSIDE CA 92504 (951)352-7200 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS			W.O.: 3069-5
			SCALE: 1"=400'

EXHIBIT "B-1"

SEE SHEET 2

PARCEL 2
 POR. PCL. 2, INST. No. 127437
 APN: 943-120-025,
 24.58 ACRES AG#4
 (WILLIAMSON ACT CONTRACT)



SEE SHEET 2

POR. PCL. 2, INST. No. 127437
 APN: 943-120-026
 N.A.P.



SCALE: 1" = 200'

SEE SHEET 2

SECTION 27, T.7S., R.2W., S.B.M.

Ag_WAC_ExhB

PLAT OF A PORTION OF RANCHO CALIFORNIA NO. 4
 APN: 943-120-024 & 025 (WILLIAMSON ACT CONTRACT)

PREPARED BY R.Beuschlein	CHECKED BY B.Hay	DATE 2/4/2016	SHEET 3 OF 4
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H & A
HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951)352-7200
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

W.O.: 3069-5

SCALE: 1"=200'

SEE SHEET 4 FOR DATA TABLE

EXHIBIT "B-1"

PARCEL 1 DATA TABLE

	BEARING/Delta	RADIUS	LENGTH	TANGENT
①	S71°53'50"W		482.95'	
①	(N71°54'10"E		482.95'	REC.)
②	N30°31'26"W		332.32'	
②	(N30°31'06"W		332.32'	REC.)
③	N87°52'50"W		332.42'	
③	(N87°52'00"W	REC.)		
④	N13°10'21"E		173.20'	
⑤	N55°20'17"E		395.30'	
⑤	(S55°16'07"W	REC.)		
⑥	S08°31'22"E		306.81'	
⑦	24°51'46"	375.00'	162.73'	82.66'

PARCEL 2 DATA TABLE

	BEARING/Delta	RADIUS	LENGTH	TANGENT
①	N38°11'50"W		100.22'	
②	63°53'03"	400.00'	446.00'	249.39'
③	S77°55'07"W		108.25'	
④	N12°04'53"W		18.90'	
⑤	79°02'40"	140.00'	193.14'	115.50'
⑥	N66°57'46"E		148.11'	
⑦	N65°42'14"E		113.72'	
⑧	N66°23'58"E		143.48'	
⑨	N45°04'21"E		51.50'	
⑩	N40°47'40"E		27.10'	
⑪	85°15'20"	62.00'	92.26'	57.07'
⑫	N44°27'40"W		68.35'	
⑬	90°27'59"	38.00'	60.00'	38.31'
⑭	S45°04'21"W		26.09'	
⑮	S82°36'13"W		15.16'	
⑯	S45°57'43"W		59.16'	
⑰	19°26'06"	55.00'	18.66'	9.42'
⑱	14°04'43"	200.00'	49.14'	24.70'
⑲	S27°37'25"E		53.09'	
⑳	S30°26'10"W		73.70'	
㉑	S64°47'55"W		153.94'	
㉒	S73°37'18"W		33.66'	
㉓	11°16'02"	522.00'	102.65'	51.49'
㉔	27°41'24"	75.00'	36.25'	18.48'
㉕	19°57'59"	260.00'	90.60'	45.77'
㉖	N81°02'02"W			(PRC)
㉗	55°23'26"	57.00'	55.10'	29.92'
㉘	S25°38'36"E			(R)
㉙	S12°04'53"E		31.66'	
㉚	S77°55'07"W		14.36'	
㉛	54°06'12"	200.00'	188.86'	102.13'
㉜	N47°58'41"W		17.13'	

SECTION 27, T.7S., R.2W., S.B.M.

Ag_WAC_ExhB

**PLAT OF A PORTION OF RANCHO CALIFORNIA NO. 4
APN: 943-120-024 & 025 (WILLIAMSON ACT CONTRACT)**

PREPARED BY	CHECKED BY	DATE	SHEET 4 OF 4
R.Beuschlein	B.Hay	2/4/2016	



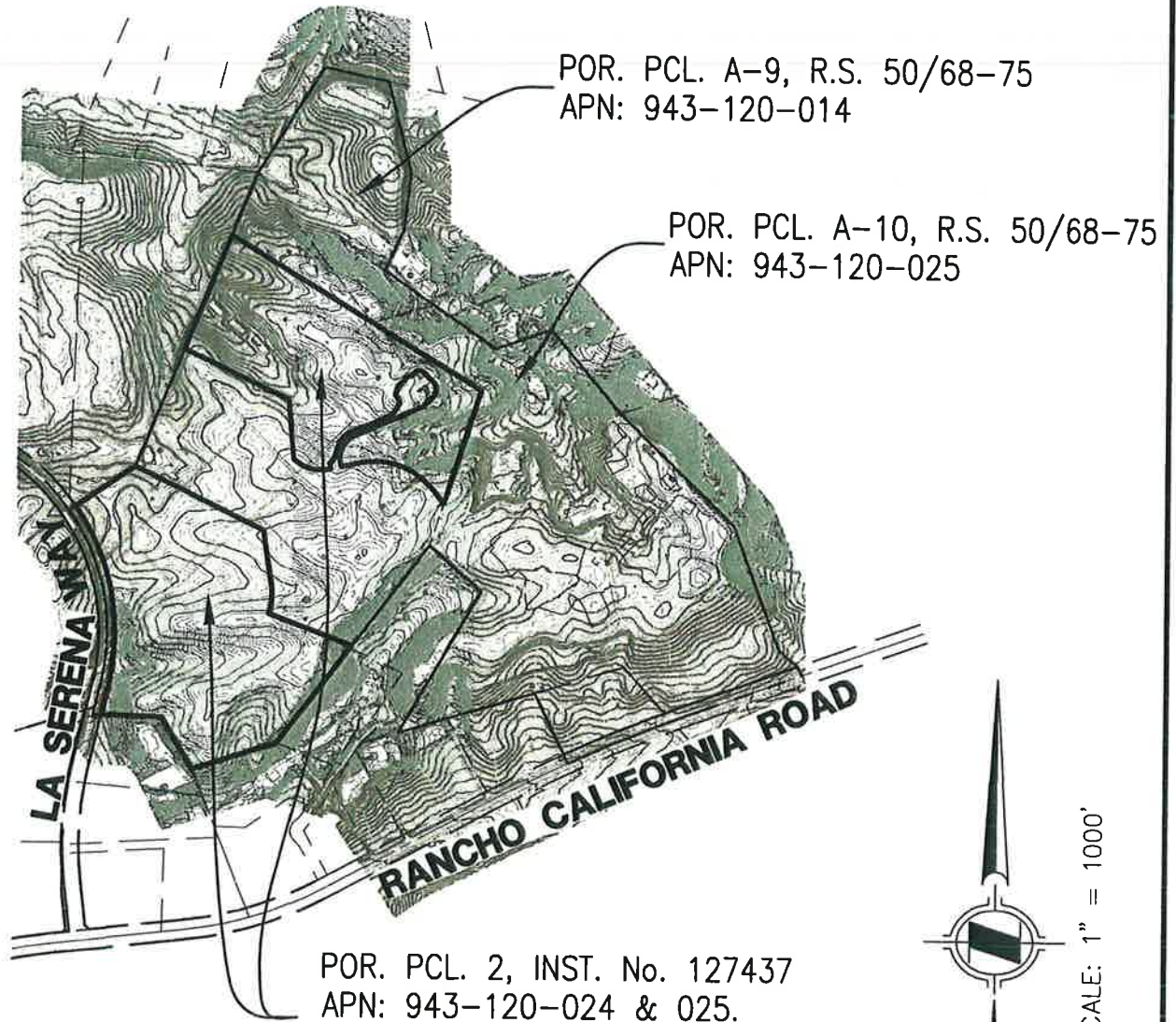
**HUNSAKER & ASSOCIATES
IRVINE, INC**
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951)352-7200

W.O.: 3069-5

PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

SCALE: N.T.S.

EXHIBIT "C"



POR. PCL. 2, INST. No. 127437
 APN: 943-120-024 & 025.
 56.85 ACRES (WILLIAMSON ACT
 CONTRACT)



SCALE: 1" = 1000'

SECTION 27, T.7S., R.2W., S.B.M.

Ag_WAC_ExhC

PLAT OF A PORTION OF RANCHO CALIFORNIA NO. 4
 APN: 943-120-024 & 025 (WILLIAMSON ACT CONTRACT)

PREPARED BY R.Beuschlein	CHECKED BY B.Hay	DATE 2/4/2016	SHEET 1 OF 1
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H & A
HUNSAKER & ASSOCIATES
IRVINE, INC
INLAND EMPIRE REGION
 2900 ADAMS STREET, SUITE A-15
 RIVERSIDE CA 92504 (951)352-7200
 PLANNING/ENGINEERING/SURVEYING/GOVERNMENT RELATIONS

W.O.: 3069-5

SCALE: 1"=1000'



Paul R. Huddleston, Jr.

PAUL R. HUDDLESTON, JR., PLS 7083