

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



ITEM
17.6
(ID # 4244)

MEETING DATE:

Tuesday, July 25, 2017

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing of AGRICULTURAL PRESERVE NO. 1042, RESOLUTION NO. 2017-103 and LAND CONSERVATION CONTRACT - CEQA EXEMPT – Applicant: Jim Walker – Engineer/Representative: Will Walton – Fourth Supervisorial District – South Palo Verde Zoning Area – Palo Verde Valley Area Plan: Agriculture: Agriculture (AG:AG) (10 Acre Min.) – Location: Northerly of Seeley Avenue, southerly of 15th Avenue, and easterly of Stephenson Boulevard – 215.68 acres – Zoning: Light Agriculture (A-1-10) and Heavy Agriculture (A-2-10) – REQUEST: Enlargement of Blythe Agricultural Preserve No. 31, Map No. 766 – APNs: 866-030-001, 002, 003, and 004. Applicant Fees 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. **FIND** that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15317 (Open Space Contracts or Easements), based on the findings and conclusions incorporated in the staff report; and,
2. **APPROVE AGRICULTURAL PRESERVE CASE NO. 1042**, to enlarge Blythe Agricultural Preserve No. 31, Map No. 766 based upon the findings and conclusions in the staff report and Resolution No. 2017-103; and,

ACTION: Policy

Charissa Leach, Assistant TLMA Director

6/20/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: Planning, State, ACR, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. **ADOPT RESOLUTION NO. 2017-103** enlarging the Blythe Agricultural Preserve No. 31, Map No. 766; and,
4. **APPROVE and AUTHORIZE** the Chairman of the Board of Supervisors to execute the attached land conservation contract with LHS Riverside Farms, LLC, for the real property located within Blythe Agricultural Preserve No. 31, Map No. 766, as shown on Blythe Agricultural Preserve No. 31, Amended by Map No. 1042; and,
5. **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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: Applicant Fees (100%)			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Agricultural Preserve Case No. 1042 is a request by the property owner's representative, Jim Walker, to enlarge Blythe Agricultural Preserve No. 31, Map No. 766 and to enter into a Land Conservation Contract pursuant to the Williamson Act (California Land Conservation Act of 1965, Government Code §51200 et. seq.). The subject property is 215.68 acres and is adjacent to Blythe Agricultural Preserve No. 31. On March 30, 2015, the Comprehensive Agricultural Preserve Technical Advisory Committee (CAPTAC) considered an application to enlarge Blythe Agricultural Preserve No. 31, Map No. 766, and recommended approval of the proposed enlargement.

Impact on Residents and Businesses

The impacts of this project have been evaluated through the environmental review and public hearing process.

SUPPLEMENTAL:


Additional Fiscal Information

All fees are paid by the applicant. There is no General Fund obligation.

ATTACHMENTS:

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

- A. BOARD OF SUPERVISORS STAFF REPORT
- B. RESOLUTION NO. 2017-103 FOR AGRICULTURAL CASE NO. 1042
- C. LAND CONSERVATION CONTRACT
- D. PETITION FOR ENLARGEMENT OF AN AGRICULTURAL PRESERVE


Tina Grande, Principal Management Analyst

7/17/2017


Gregory E. Priamos, Director County Counsel

6/28/2017

RECORDING REQUESTED BY
RIVERSIDE COUNTY

When recorded, return to:

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

No fee, 6103 Government Code

2017-0328007

08/09/2017 03:27 PM Fee: \$ 0.00

Page 1 of 4

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



122					R	A	Exam: 648		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
4									
SIZE	NCOR	SMF	NCHG	T:					
									NCHGCC 2

LAND CONSERVATION CONTRACT

COUNTY OF RIVERSIDE, herein called "County," and

LHS Riverside Farms, LLC

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 Blythe Agricultural Preserve No. 31, Map No. 1042.
2. This contract shall take effect on January 1, 2017, 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.

JUL 25 2017

17.6

2017-8-136631

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, 2017

ATTEST:
Clerk of the Riverside County Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BY

Chairman, Board of Supervisors

JOHN TAYAGLIONE

FORM APPROVED COUNTY COUNSEL

BY

MICHELLE CLACK

6/28/17

DATE

By

(Seal)

Deputy

OWNER(S) SIGNATURE AND ADDRESS

Owner:

Owner:

Owner:

Owner:

Mailing Address: 1291 US HWY 258 N, Kinston, NC 28504

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 ^{North Carolina} ~~CALIFORNIA~~

COUNTY OF Lenoir

On Feb. 16, 2015 before me, Kendra Warren, Notary,
(Date) (Name and Title of officer)

personally appeared John O. McNairy, 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 ^{N.C.} ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kendra Warren
Notary Public

Exp. 10-06-15

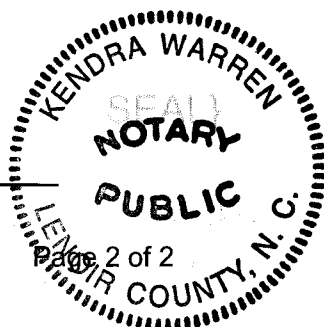


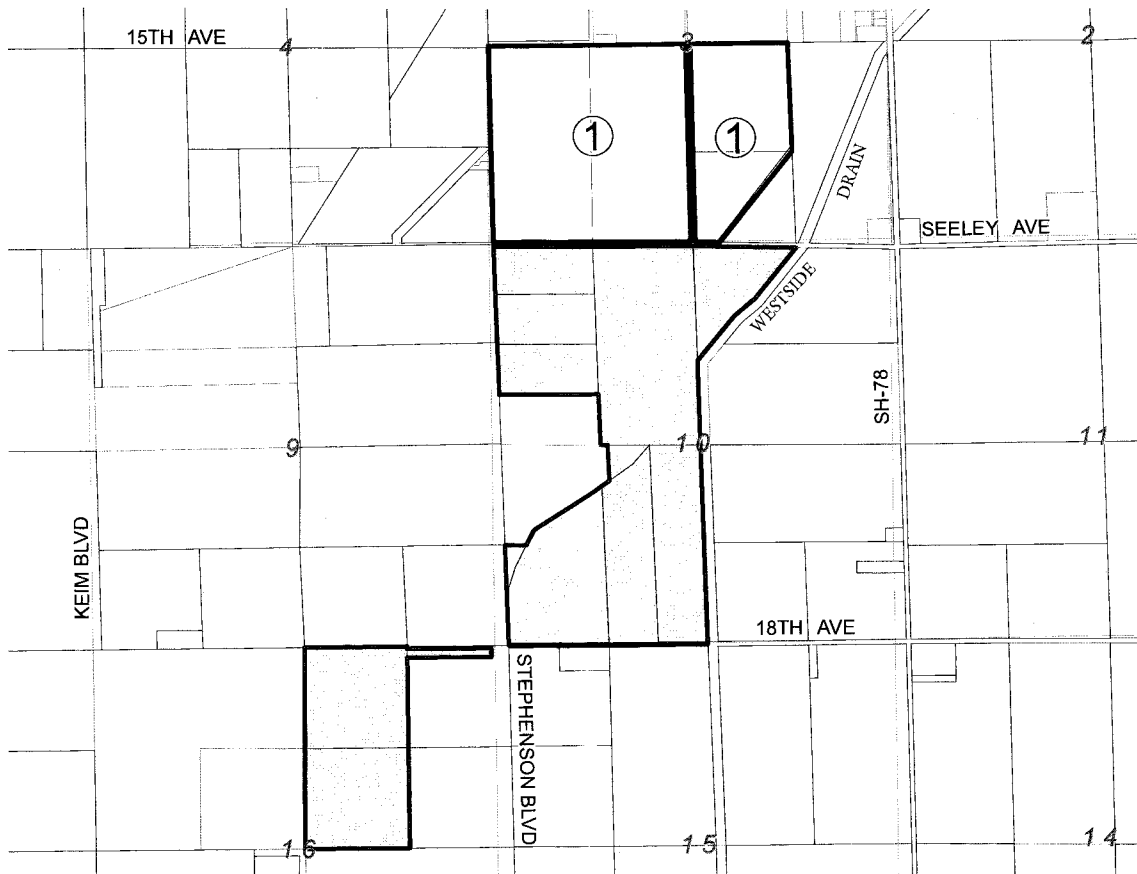
Exhibit A

MAP NO. 766
BLYTHE
AGRICULTURAL
PRESERVE
NO. 31
AMENDED BY MAP NO. 1042

MAP NO. 766 BLYTHE AGRICULTURAL PRESERVE NO. 31

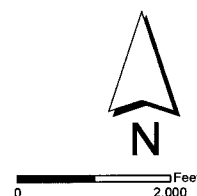
AMENDED BY MAP NO. 1042

SECS 3, 10, 16 T. 7 S., R. 22 E



AMENDMENTS:
NO. 1, (ENLARGEMENT), July 25, 2017, MAP NO. 1042

ADOPTED ON DECEMBER 17, 1996
BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA.



COUNTY OF RIVERSIDE

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:

RETURN TO: STOP #1010

RIVERSIDE COUNTY CLERK OF THE BOARD

P. O. BOX 1147 – RIVERSIDE, CA 92502

2017-0328009

08/09/2017 03:27 PM

*****Customer Copy Label*****

The paper to which this label is affixed
has not been compared with the
filed/recorded document

Peter Aldana
County Of Riverside
Assessor-County Clerk-Recorder

THIS SPACE FOR RECORDERS USE ONLY

RESOLUTION NO. 2017-103

Title of Document

**APPROVING AGRICULTURAL PRESERVE CASE NO. 1042
AND ENLARGING BLYTHE AGRICULTURAL PRESERVE NO. 31**

(FOURTH SUPERVISORIAL DISTRICT)

(Planning Department ~ Item 17.6 of 07/25/17)

RESOLUTION NO. 2017-103

**APPROVING AGRICULTURAL PRESERVE CASE NO. 1042
AND ENLARGING BLYTHE AGRICULTURAL PRESERVE NO. 31**

WHEREAS, Blythe Agricultural Preserve No. 31, Map No. 766 was established on December 17, 1996; and,

WHEREAS, LHS Riverside Farms, LLC ("property owner") owns 215.68 acres commonly known as Assessor's Parcel Nos. 866-030-001, 866-030-002, 866-030-003, and 866-030-004 ("property") which are located adjacent to the Blythe Agricultural Preserve No. 31; and,

WHEREAS, the property is currently being used as a farming operation; and,

WHEREAS, the property owner desires to add the property to the existing Blythe Agricultural Preserve No. 31 and submitted a Petition for Enlargement of an Agricultural Preserve on February 24, 2014; and,

WHEREAS, once the property is added to the Blythe Agricultural Preserve No. 31 the property owner will enter into a Land Conservation Contract for the property pursuant to the Williamson Act (California Land Conservation Act of 1965, Government Code § 51200 et.seq.); and,

WHEREAS, Agricultural Preserve Case No. 1042 will add the property to the Blythe Agricultural Preserve No. 31 as shown on the attached map titled "MAP No. 766 BLYTHE AGRICULTURAL PRESERVE NO. 31, AMENDED BY MAP NO. 1042"; and,

WHEREAS, Agricultural Preserve Case No. 1042 is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15061(b)(3) and 15317 (Open Space Contracts or Easements).

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on July 25, 2017 based on the evidence presented on this matter, both written and oral, that:

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK
DATE 6/28/17

- 1 1. The above recitals are true and correct and incorporated herein by this reference.
- 2 2. The current land use designation for the property is Agriculture: Agriculture is
- 3 compatible with agricultural preserves because development patterns permitted within
- 4 this land use designation complement the activities of an Agricultural Preserve.
- 5 3. The property's current zoning is Light Agriculture (A-1-10) and Heavy Agriculture (A-
- 6 2-10) which is compatible with agricultural preserves.
- 7 4. The property's existing Light Agriculture (A-1-10) and Heavy Agriculture (A-2-10)
- 8 zoning classifications are compatible with agricultural preserves because uses
- 9 permitted within this zoning designation complement the activities of an Agricultural
- 10 Preserve.
- 11 5. Agricultural Preserve Case No. 1042 is consistent with the County's General Plan
- 12 because participation in a Land Conservation Contract will protect farmland and
- 13 agricultural resources consistent with Policy PVVAP 4.1 in the Palo Verde Valley Area
- 14 Plan.
- 15 6. The Comprehensive Agricultural Preserve Technical Advisory Committee
- 16 ("CAPTAC") reviewed Agricultural Preserve Case No. 1042 on March 30, 2015, and
- 17 found it acceptable.
- 18 7. CAPTAC made the following findings for Agricultural Preserve Case No 1042:
- 19 a. There is no existence of any historic value to the lands to be included in the
- 20 Blythe Agricultural Preserve No. 31.
- 21 b. There is no existence of any scenic value to the lands to be included in the
- 22 Blythe Agricultural Preserve No. 31.

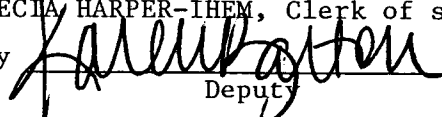
23 **BE IT FURTHER RESOLVED** by the Board of Supervisors that the Blythe Agricultural
24 Preserve No. 31, Map No. 766, is amended by adding thereto the area shown on the attached map
25 titled, "MAP NO. 766 BLYTHE AGRICULTURAL PRESERVE NO. 31, AMENDED BY MAP
26 NO. 1042," and described by boundary description thereof, said map and description both being
27 on file in the office of the Clerk of this Board.

1 **BE IT FURTHER RESOLVED** by the Board of Supervisors that the Clerk of the Board
2 shall file and record copies of this resolution, attached map and said boundary description with the
3 Office of the County Recorder of Riverside County, California and transmit copies to the Director
4 of Conservation of the State of California, and the Office of the Assessor of Riverside County,
5 California.

6
7
8
9 ROLL CALL:

10 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

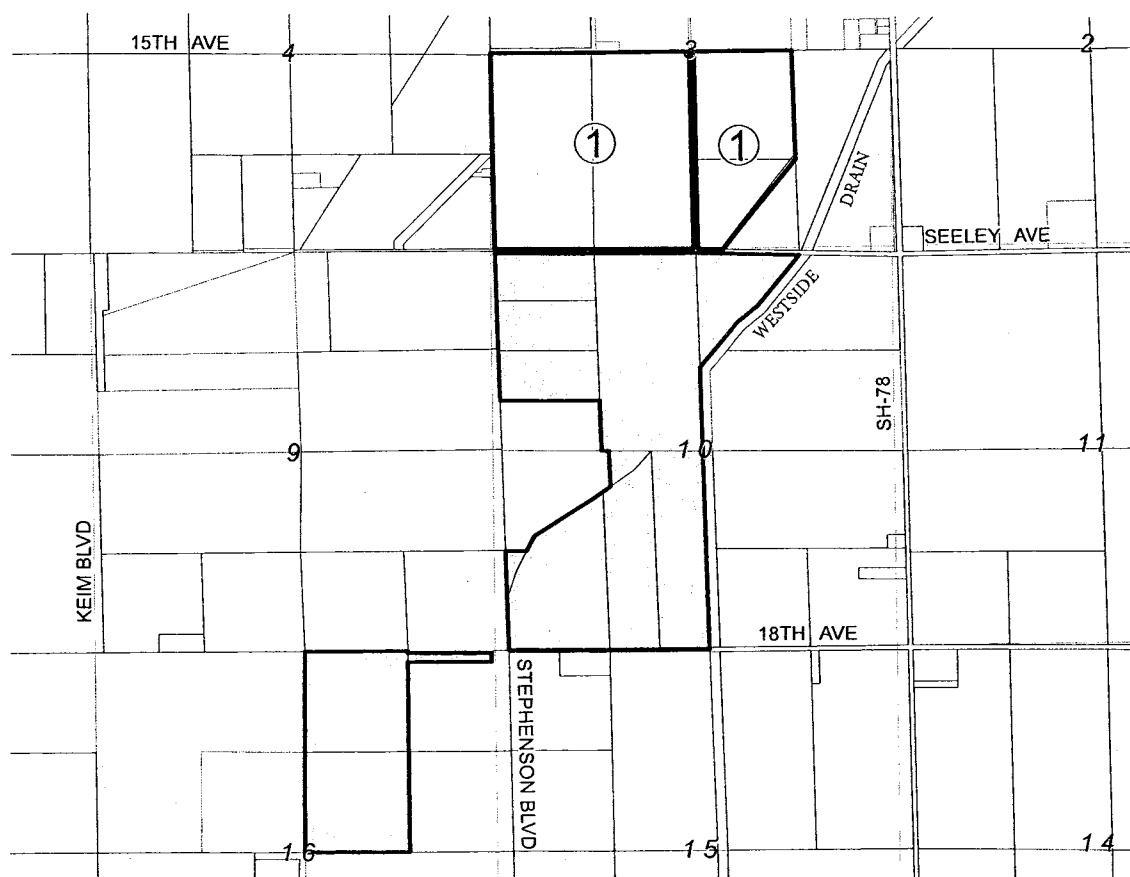
The foregoing is certified to be a true copy of a resolution duly
adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board
By  Deputy

MAP NO. 766 BLYTHE AGRICULTURAL PRESERVE NO. 31

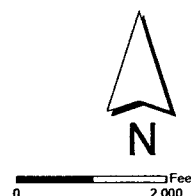
AMENDED BY MAP NO. 1042

SECS 3, 10, 16 T. 7 S., R. 22 E



AMENDMENTS:
NO. 1, (ENLARGEMENT), July 25, 2017, MAP NO. 1042

ADOPTED ON DECEMBER 17, 1996
BY THE BOARD OF SUPERVISORS
OF THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA.



COUNTY OF RIVERSIDE



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

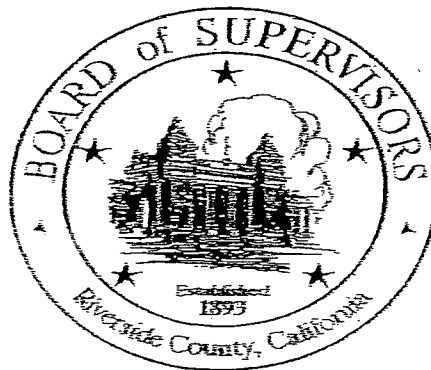
Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

7-25-17

Signature:

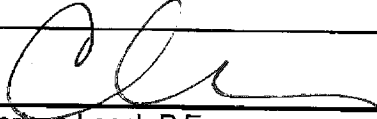
Karen Barton

Print Name:

Karen Barton, Board Assistant, Riverside County Clerk of the Board

Agenda Item No.:
Area Plan: Palo Verde Valley
Zoning Area: South Palo Verde
Supervisory District: Fourth
Project Planner: Larry Ross
Board of Supervisors: July 25, 2017

AGRICULTURAL PRESERVE NO. 1042
CEQA EXEMPT
Applicant: Jim Walker
Engineer/Representative: Will Walton



Charissa Leach P.E.
Assistant TLMA Director

COUNTY OF RIVERSIDE PLANNING DEPARTMENT STAFF REPORT

PROJECT DESCRIPTION AND LOCATION:

Agricultural Preserve No. 1042 is a request for the Enlargement of Blythe Agricultural Preserve No. 31, Map No. 766 to allow enrollment into a Land Conservation Contract pursuant to the Williamson Act (California Land Conservation Act of 1965, Government Code § 51200 et. seq.).

This site is located Northerly of Seeley Avenue, southerly of 15th Avenue, and easterly of Stephenson Boulevard.

ISSUES OF POTENTIAL CONCERN:

Agricultural Preserve Case No. 1042 is a request by the property owner's representative, Jim Walker, to enlarge Blythe Agricultural Preserve No. 31, Map No. 766 to allow enrollment into a Land Conservation Contract pursuant to the Williamson Act (California Land Conservation Act of 1965, Government Code § 51200 et. seq.). The subject property is 215.68 acres and is contiguous to Blythe Agricultural Preserve No. 31. On March 30, 2015, the Comprehensive Agricultural Preserve Technical Advisory Committee (CAPTAC) considered an application to enlarge Blythe Agricultural Preserve No. 31, Map No. 766 and recommended approval of the proposed enlargement.

SUMMARY OF FINDINGS:

- | | |
|--|---|
| 1. Existing General Plan Land Use (Ex. #5): | Agriculture (AG:AG) (10 Acre Min.) |
| 2. Surrounding General Plan Land Use (Ex. #5): | Agriculture (AG:AG) (10 Acre Min.) to the north, south, east, and west. |
| 3. Existing Zoning (Ex. #3): | Light Agriculture (A-1-10) and Heavy Agriculture (A-2-10) |
| 4. Proposed Zoning (Ex. #3): | N/A |
| 5. Surrounding Zoning (Ex. #3): | Light Agriculture (A-1-10) and Heavy Agriculture (A-2-10) to the north, Heavy Agriculture (A-2-10) to the east, and Light Agriculture (A-1-10) to the south and west. |
| 6. Existing Land Use (Ex. #1): | Active farming operation |
| 7. Surrounding Land Use (Ex. #1): | Active farming operations surround the property. |
| 8. Project Data: | Total Acreage: 215.68 acres |

9. Environmental Concerns:

See attached environmental assessment

RECOMMENDATIONS:

FIND that the project is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15317 (Open Space Contracts or Easements), based on the findings and conclusions incorporated in the staff report; and,

APPROVE AGRICULTURAL PRESERVE CASE NO. 1042, to enlarge Blythe Agricultural Preserve No. 31, Map No. 766 based on the findings and conclusions set forth in this staff report; and,

ADOPT RESOLUTION NO. 2017-103 enlarging Blythe Agricultural Preserve No. 31, Map No. 766; and,

APPROVE and AUTHORIZE the Chairman of the Board of Supervisors to execute the attached land conservation contract with LHS Riverside Farms, LLC for the real property located within Blythe Agricultural Preserve No. 31, Map No. 766, as shown on Blythe Agricultural Preserve No. 31, Amended by Map No. 1042; 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.

FINDINGS: The following findings are in addition to those incorporated in the summary of findings which is incorporated herein by reference.

1. The project site is designated Agriculture (AG:AG) (10 Acre Min.) of the Palo Verde Valley Area Plan.
2. The project site is surrounded by properties that are designated AG:AG to the north, AG:AG to the south AG:AG to the east and AG:AG to the west.
3. The existing zoning for the project site is Light Agriculture (A-1-10) and Heavy Agriculture (A-2-10).
4. The existing zones Light Agriculture (A-1-10) zone and Heavy Agriculture (A-2-10) are consistent with the AG:AG Land Use Designation because they will promote the protection of farmland and agricultural resources which is in conformance to the Palo Verde Valley Area Plan Policy 4.1.
5. The project site is surrounded by properties which are zoned Light Agriculture (A-1-10) and Heavy Agriculture (A-2-10) to the north, Heavy Agriculture (A-2-10) to the east, and Light Agriculture (A-1-10) to the south and west.
6. The project site is an active farming operation.
7. Agricultural uses have been constructed and are operating in the project vicinity.
8. CAPTAC found that the site has no historic value as there are no historic structures on the site.
9. CAPTAC found that the site does not have any scenic value as the property is only a farming field and does not contain any trees, rock outcroppings or unique features.

10. This project is not located within Criteria Area of the Western Riverside County Multiple Species Habitat Conservation Plan.
11. Although not required because the proposed project is exempt from the CEQA, AB 52 consultation notices were mailed to all requesting Tribes on July 14, 2015. County Staff received a letter dated August 12, 2015 from Soboba Band of Luiseño Indians indicating they do not have specific concerns regarding known cultural resources in the area and consultation is not needed at this time. No other requests for consultation were received.
12. This project is not within the City of Blythe Sphere of Influence.
13. Agricultural Preserve No. 1042 is exempt from CEQA pursuant to a State CEQA Guidelines Sections 15061(b)(3) and 15317 because the project is proposing to add property to an established agricultural preserve and to enter into an open space contract under the Williamson Act.

CONCLUSIONS:

1. The proposed project is in conformance with the Palo Verde Valley Area Plan and with all other elements of the Riverside County General Plan.
2. The proposed project is consistent with the proposed Light Agriculture zoning classification of Ordinance No. 348, and with all other applicable provisions of Ordinance No. 348.
3. The proposed project is clearly compatible with the present and future logical development of the area.
4. The public's health, safety, and general welfare are protected through project design.
5. The proposed project will not have a significant effect on the environment.
6. The proposed project will not preclude reserve design for the Western Riverside County Multiple Species Habitat Conservation Plan (WRCMSHCP).

INFORMATIONAL ITEMS:

1. As of this writing, no letters, in support or opposition have been received.
2. The project site is not located within:
 - a. The city of Blythe sphere of influence;
 - b. A 100-year flood plain or dam inundation area;
 - c. The Stephens Kangaroo Rat Fee Area or Core Reserve Area;
 - d. Within a Master Drainage Plan or an Area Drainage Plan boundary;
 - e. A fault zone; or,
 - f. A MSHCP Core Reserve Area.
3. The project site is located within:
 - a. The boundaries of the Palo Verde Unified School District;
 - b. Low Paleontological Sensitive area;
 - c. Subsidence Area;

AGRICULTURAL PRESERVE NO. 1042

Board of Supervisors Staff Report: July 25, 2017

Page 4 of 4

- d. Very high liquefaction potential; and,
- 4. The subject site is currently designated as Assessor's Parcel Numbers: 866-030-001, 866-030-002, 866-030-003, and 866-030-004.

Y:\Planning Case Files-Riverside office\AG01042\DH-PC-BOS Hearings\BOS\DRAFT SR AG01042 revised.docx
Date Revised: 6/1/2017

RIVERSIDE COUNTY PLANNING DEPARTMENT **CZ07837 AG01036** **VICINITY/POLICY AREAS**

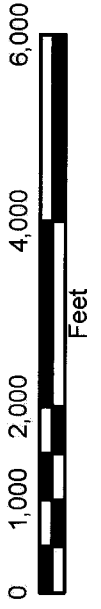
Supervisor Perez
 District 4

Date Drawn: 06/01/2017
 Vicinity Map



Zoning Area: South Palo Verde

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2000, the County of Riverside adopted a new General Plan, the Riverside General Plan 2000-2010, which supersedes the previous General Plan. The new General Plan may contain different types of land use than as provided for under existing zoning. For further information, please contact the Riverside County Planning Department at (951) 960-3927. Riverside County is located at 1000 Main Street, Suite 100, Riverside, CA 92501.

RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ07837 AG01036
LAND USE

Supervisor Perez
 District 4

Date Drawn: 06/01/2017
 Exhibit 1



Zoning Area: South Palo Verde

Author: Vinnie Nguyen



DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General
 Plan providing a vision and goals for the future of Riverside County.
 The new General Plan was developed through a process of public participation
 and consultation with various stakeholders. The new General Plan is a
 living document that will be updated as needed. For more information,
 please visit the County of Riverside website at www.riverside.ca.gov
 or call the Planning Department at (951) 953-3200.

RIVERSIDE COUNTY PLANNING DEPARTMENT
CZ07837 AG01036
PROPOSED ZONING

Supervisor Perez
District 4

Date Drawn: 06/01/2017
Exhibit 3



Zoning Area: South Palo Verde

Author: Vinnie Nguyen

DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.rctha.org>



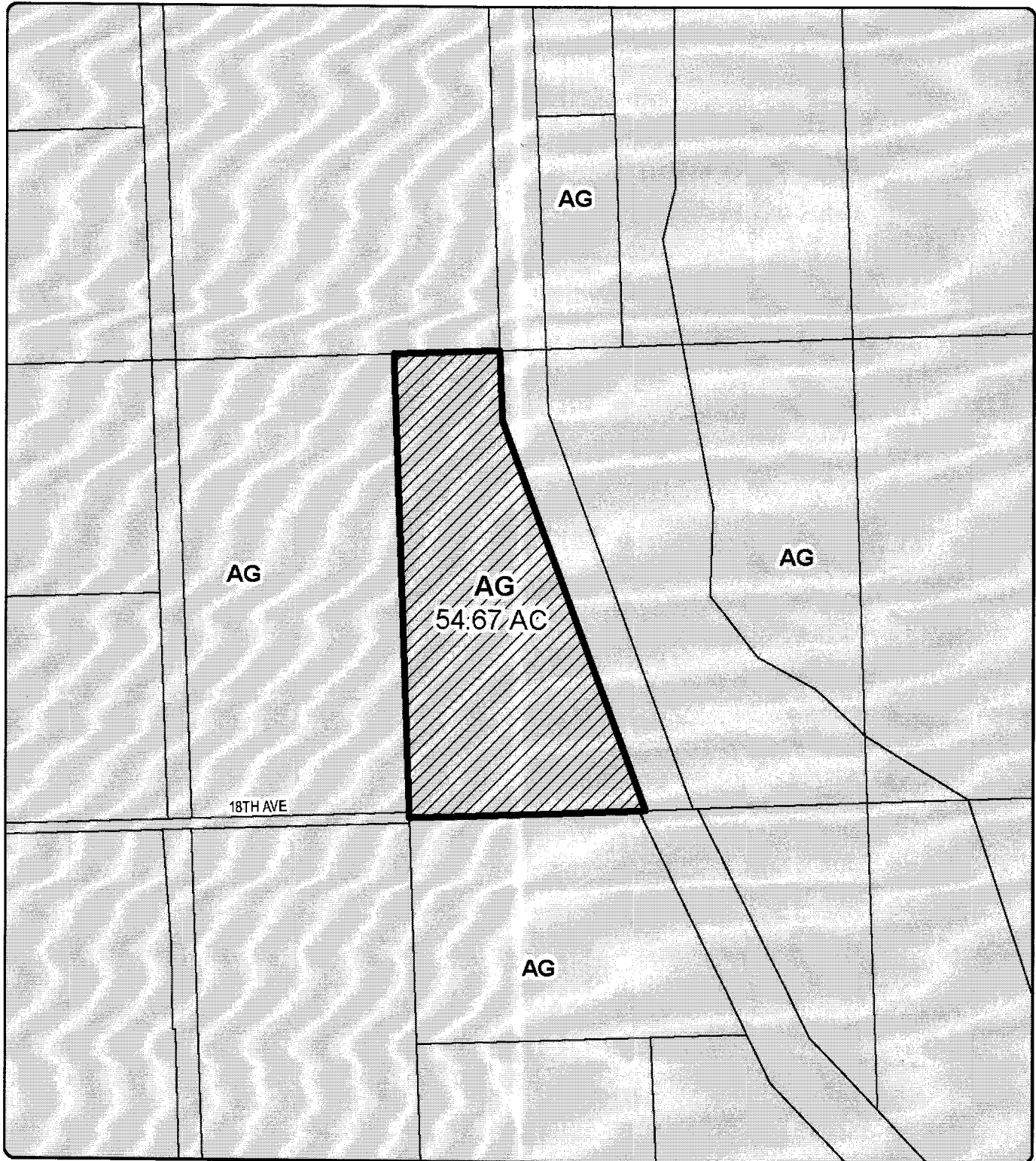
RIVERSIDE COUNTY PLANNING DEPARTMENT

CZ07837 AG01036

EXISTING GENERAL PLAN

Supervisor Perez
District 4

Date Drawn: 06/01/2017
Exhibit 5



Zoning Area: South Palo Verde

Author: Vinnie Nguyen

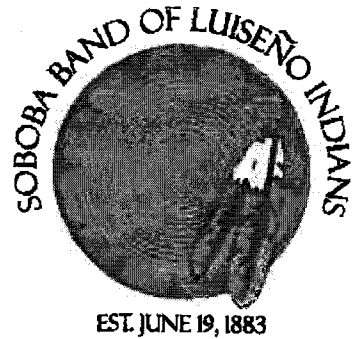
DISCLAIMER: On October 7, 2003, the County of Riverside adopted a new General Plan providing new land use designations for unincorporated Riverside County parcels. The new General Plan may contain different type of land use than is provided for under existing zoning. For further information, please contact the Riverside County Planning Department offices in Riverside at (951)955-3200 (Western County) or in Palm Desert at (760)863-8277 (Eastern County) or Website <http://planning.rctdms.org>



RECEIVED
Planning Dept.
AUG 18 2015

August 12, 2015

Attn: Heather Thomson, Archaeologist
Riverside County
P.O. Box 1409
Riverside, CA 92502-1409



Re: Declination of Consultation Associated with AB 52; CZ07834, AG01033, CZ07835, AG01034, CZ07836, AG01035, CZ07837, AG01036, CZ0738, AG01037, CZ07840, AG01039, CZ07841, AG0AG01040, CZ07842, AG01041, AG01042

The Soboba Band of Luiseno Indians has received your notification pursuant under Assembly Bill 52.

The Soboba Band of Luiseno Indians appreciates your observance of Tribal Cultural Resources and their preservation in your project. The information provided to us on said project(s) has been assessed through our Cultural Resource Department. At this time the Soboba Band does not have any specific concerns regarding known cultural resources in the specified areas that the project encompasses, but does request that the appropriate consultation continue to take place between concerned tribes, project proponents, and local agencies. Please feel free to contact me with any additional questions or concerns.

Sincerely,

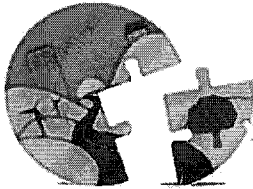
A handwritten signature in black ink, appearing to read "JOE", followed by a horizontal line.

Joseph Ontiveros
Cultural Resource Director
Soboba Band of Luiseno Indians
P.O. Box 487
San Jacinto, CA 92581
Phone (951) 654-5544 ext. 4137
Cell (951) 663-5279
jontiveros@soboba-nsn.gov

AG01042- BLYTHE AGRICULTURAL PRESERVE NO. 31, MAP NO. 766

Findings:	Planning	Ag. Commissioner	Cooperative Extension	Natural Resource Conservation Service	Assessor
1. The existence of any historic value to the lands proposed to be included in the preserve.	F	0	0	0	0
2. The existence of any scenic value to the lands proposed to be included in the preserve.	F	0	0	0	0

Use True (Agree) or False (Do Not Agree) to answer each statement.



Carolyn Syms Luna
Director

Disc
I

RIVERSIDE COUNTY PLANNING DEPARTMENT

APPLICATION FOR ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

CASE NUMBER: Ag01042

DATE SUBMITTED: 2/24/14

APPLICATION INFORMATION

Applicant's Name: Jim Walker E-Mail: jwalker@intl-farming.com

Mailing Address: 1291 US HWY 258 N
Kinston NC 28504
City State ZIP

Daytime Phone No: (252) 523-0800 Fax No: (252) 525-6104

Engineer/Representative's Name: Will Walton E-Mail: wwalton@intl-farming.com

Mailing Address: 5004 Thompson Terrace, Suite 110
Colleyville TX 76034
City State ZIP

Daytime Phone No: (214) 697-6735 Fax No: (252) 525-6104

Property Owner's Name: LHS Riverside Farms, LLC E-Mail: awells@intl-farming.com

Mailing Address: 1291 US Hwy 258 N
Kinston NC 28504
City State ZIP

Daytime Phone No: (252) 523-0800 Fax No: (252) 525-6104

If the property is owned by more than one person, attach a separate page that reference the application case number and lists the names, mailing addresses, and phone numbers of all persons having an interest in the real property or properties involved in this application.

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

Riverside Office • 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 • Fax (951) 955-1811

Desert Office • 38686 El Cerrito Road
Palm Desert, California 92211
(760) 863-8277 • Fax (760) 863-7555

APPLICATION FOR ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The signature below authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of your application, you will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be NO refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

Jim Walker

PRINTED NAME OF APPLICANT

James A. Walker
SIGNATURE OF APPLICANT

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent and that the information filed is true and correct to the best of my knowledge. An authorized agent must submit a letter from the owner(s) indicating authority to sign the application on the owner's behalf.

All signatures must be originals ("wet-signed"). Photocopies of signatures are not acceptable.

John O. McNairy

PRINTED NAME OF PROPERTY OWNER(S)

John O. McNairy

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

If the subject property is owned by persons who have not signed as owners above, attach a separate sheet that references the application case number and lists the printed names and signatures of all persons having an interest in the property.

PROPERTY INFORMATION:

Assessor's Parcel Number(s): 866030002, 866030001, 866030004, 866030003

Section: 3 Township: 7S Range: R22E

Approximate Gross Acreage: 215.68

General location (nearby or cross streets): North of 16th Ave., South of Stephenson Blvd, East of Stephenson Blvd, West of S. Neighbours Blvd.

Thomas Brothers map, edition year, page number, and coordinates: page 5550

PROJECT INFORMATION:

Purpose of Request (Check one):

☐ Establishment (Minimum 100 contiguous acres)

☒ Enlargement (Minimum 10 contiguous acres adjacent to existing agricultural preserve).

APPLICATION FOR ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

Related cases filed in conjunction with this request: _____

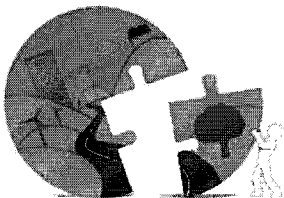
9

Number of Owner's Petitions attached: _____

10

ADDITIONAL INSTRUCTIONS:

- A. Attach a Petition for Establishment or Enlargement (Form 295-0087a) for each separate ownership of land involved in this application. (A husband and wife, partnership, a corporation, a trust, or a joint ownership is considered one owner.)
- B. Attach a map of the land affected by this application showing the properties belonging to the separate ownerships.
- C. Enclose the deposit-based filing fee for each Establishment or Enlargement application. (Please make checks or money orders payable to the "County of Riverside.")
- D. For assistance in the preparation of any of these forms, please contact the Planning Department at (951) 955-3200 and ask for the Agricultural Preserve staff. The completed application(s), together with all attachments and fees are to be submitted at any of the Transportation Land Management Agency (TLMA) Public Information offices in Riverside or Palm Desert.



RIVERSIDE COUNTY PLANNING DEPARTMENT

Carolyn Syms Luna
Director

APPLICATION FOR ENTRY INTO A LAND CONSERVATION CONTRACT FOR AN AGRICULTURAL PRESERVE

Please complete and submit with the three (3) completed and notarized Land Conservation Contracts.

(☒) I, the sole owner) (☐ We, the owners) of the land described in the attached legal description (Exhibit A) hereby apply to enter into a Land Conservation Contract pursuant to the Land Conservation Act of 1965 (Government Code Section 51200 et. seq.)

Please address all correspondence to:

Applicant's Name: Jim Walker

E-Mail: jwalker@intlframing.com

Mailing Address: 1291 US HWY 258 N

Kinston

Street
NC 28504

City

State

ZIP

Daytime Phone No: (252) 523-0800

Fax No: (252) 525-6104

The land described in the attached Exhibit A (☒ is) (☐ is not) presently devoted to an agricultural use. If devoted to an agricultural use, that use is:

Alfalfa

SIGNATURES OF ALL OWNERS:

John McNairy

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

A separate Application for Entry into a Land Conservation Contract for an Agricultural Preserve, and a separate Land Conservation Contract must be completed for each separate ownership of land to be

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 38686 El Cerrito Road
Palm Desert, California 92211
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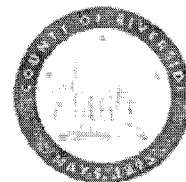
APPLICATION FOR ENTRY INTO A LAND CONSERVATION CONTRACT FOR AN AGRICULTURAL PRESERVE

included within an agricultural preserve. (A husband and wife, a partnership, a corporation, a trust, or a joint ownership is considered one owner.) This application must be signed by all owners of the property. A General Partner may sign on behalf of a partnership; a corporate officer may sign on behalf of a corporation.

Please return this application to the Planning Department with the three (3) notarized contracts and with the appropriate filing fee as specified in the Planning Department's current fee schedule. A recording fee, if any, will be paid later. The Riverside County Board of Supervisors has directed that the contracts from property owners desiring to enter agricultural preserves shall be filed with the Planning Department within ninety (90) days of the approval of entry into an agricultural preserve. However, these contracts may be submitted in conjunction with the application for entry into an agricultural preserve.



COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez
Agency Director

Carolyn Syms Luna
Director,
Planning Department

Juan C. Perez
Director,
Transportation Department

Mike Lara
Director,
Building & Safety Department

Code
Enforcement
Department

LAND USE and PERMIT APPLICATION PROCESSING AGREEMENT
Agreement for Payment of Costs of Application Processing

TO BE COMPLETED BY APPLICANT:

This agreement is by and between the County of Riverside, hereafter "County of Riverside",

and Jim Walker hereafter "Applicant" and CO River Basin Farms, LLC Property Owner"

Description of application/permit use:

Enrollment in Agriculture Preserve (Williamson Act)

If your application is subject to Deposit-based Fee, the following applies

Section 1. Deposit-based Fees

Purpose: The Riverside County Board of Supervisors has adopted ordinances to collect "Deposit-based Fees" for the costs of reviewing certain applications for land use review and permits. The Applicant is required to deposit funds to initiate staff review of an application. The initial deposit may be supplemented by additional fees, based upon actual and projected labor costs for the permit. County departments draw against these deposited funds at the staff hourly rates adopted by the Board of Supervisors. The Applicant and Property Owner are responsible for any supplemental fees necessary to cover any costs which were not covered by the initial deposit.

Section 2. Applicant and Property Owner Responsibilities for Deposit-based Fee Applications

- A. Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Agreement is signed and submitted with a complete application to the County of Riverside. Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case. The County of Riverside will not pay interest on deposits. Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.
- B. Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted.
- C. The Property Owner acknowledges that the Applicant is authorized to submit this agreement and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within 15 days of the service by mail of notice to said property Owner by the County.
- D. This Agreement shall only be executed by an authorized representative of the Applicant and the Property Owner. The person(s) executing this Agreement represents that he/she has the express authority to enter into this agreement on behalf of the Applicant and/or Property Owner.

- E. This Agreement is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.
- F. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Section 4.

Section 3. To ensure quality service, Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the information below changes.

Section 4. Applicant and Owner Information

1. PROPERTY INFORMATION:

Assessors Parcel Number(s): 866030002, 866030001, 866030004, 866030003

Property Location or Address:

Blythe, CA

2. PROPERTY OWNER INFORMATION:

Property Owner Name: LHS Riverside Farms, LLC

Phone No.: (252) 523-0800

Firm Name: International Farming Corporation, LLC

Email: awells@intl-farming.com

Address: 1291 US HWY 258 N
Kinston, NC 28504

3. APPLICANT INFORMATION:

Applicant Name: Jim Walker

Phone No.: (252) 523-0800

Firm Name: International Farming Corporation, LLC

Email: jwalker@intl-farming.com

Address (if different from property owner)

4. SIGNATURES:

Signature of Applicant:

James N. Walker

Date:

2/14/14

Print Name and Title:

Jim Walker, CFO

Signature of Property Owner:

John O. McNairy

Date:

02/14/14

Print Name and Title:

John O. McNairy, Manager

Signature of the County of Riverside, by

Date:

Print Name and Title:

FOR COUNTY OF RIVERSIDE USE ONLY

Application or Permit (s) #:

Set #:

Application Date:

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement"), made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and LHS Riverside Farms, LLC, a Delaware Limited Liability Company ("PROPERTY OWNER"), relating to the PROPERTY OWNER'S indemnification of the COUNTY under the terms set forth herein:

WITNESSETH:

WHEREAS, the PROPERTY OWNER has a legal interest in the certain real property described as APN 866-030-001, 866-030-002, 866-030-003 and 866-030-004 ("PROPERTY"); and,

WHEREAS, on June 26, 2014, PROPERTY OWNER filed an application for Agricultural Preserve No. 1042 ("PROJECT"); and,

WHEREAS, judicial challenges of projects requiring discretionary approvals, including, but not limited to, California Environmental Quality Act determinations, are costly and time consuming. Additionally, project opponents often seek an award of attorneys' fees in such challenges; and,

WHEREAS, since property owners are the primary beneficiaries of such approvals, it is appropriate that such owners bear the expense of defending against any such judicial challenge, and bear the responsibility of any costs, attorneys' fees and damages which may be awarded to a successful challenger; and,

WHEREAS, in the event a judicial challenge is commenced against the PROJECT, the COUNTY has requested and the PROPERTY OWNER has agreed to defend, indemnify and hold harmless the COUNTY, its agents, officers, or employees from any claim, action or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void or annul any approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the PROJECT or its associated environmental documentation ("LITIGATION"); and,

WHEREAS, this Agreement is entered into by the COUNTY and PROPERTY OWNER to establish specific terms concerning PROPERTY OWNER'S indemnification obligation for the PROJECT.

NOW, THEREFORE, it is mutually agreed between COUNTY and PROPERTY OWNER as follows:

1. **Indemnification.** PROPERTY OWNER, at its own expense, shall defend, indemnify and hold harmless the COUNTY, its agents, officers, and employees from and against any claim, action or proceeding brought against the

COUNTY, its agents, officers, and employees to attack, set aside, void or annul any approval of the PROJECT including any associated costs, damages, and expenses including, but not limited to, costs associated with Public Records Act requests submitted to the COUNTY related to the PROJECT and an award of attorneys' fees and costs incurred or arising out of the above-referenced claim, action or proceeding brought against the COUNTY ("Indemnification Obligation.")

2. ***Defense Cooperation.*** PROPERTY OWNER and the COUNTY shall reasonably cooperate in all aspects of the LITIGATION. Nothing contained in this Agreement, however, shall be construed to limit the discretion of COUNTY, in the interest of the public welfare, to settle, defend, appeal or to decline to settle or to terminate or forego defense or appeal of the LITIGATION. It is also understood and agreed that all litigation pleadings are subject to review, revision and approval by COUNTY's Office of County Counsel.

3. ***Representation and Payment for Legal Services Rendered.*** COUNTY shall have the absolute right to approve any and all counsel retained to defend COUNTY in the LITIGATION. PROPERTY OWNER shall pay the attorneys' fees and costs of the legal firm retained by PROPERTY OWNER to represent the COUNTY in the LITIGATION. Failure by PROPERTY OWNER to pay such attorneys' fees and costs may be treated as an abandonment of the PROJECT and as a default of PROPERTY OWNER's obligations under this Agreement.

4. ***Payment for COUNTY's LITIGATION Costs.*** Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. LITIGATION costs include any associated costs, fees, damages, and expenses as further described in Section 1. herein as Indemnification Obligation. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the PROJECT, PROPERTY OWNER shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). PROPERTY OWNER shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. Within ten (10) days of written notice from COUNTY, PROPERTY OWNER shall make such additional deposits. Collectively, the initial deposit and additional deposits shall be referred to herein as the "Deposit."

5. ***Return of Deposit.*** COUNTY shall return to PROPERTY OWNER any funds remaining on deposit after ninety (90) days have passed since final adjudication of the LITIGATION.

6. **Notices.** For all purposes herein, notices shall be effective when personally delivered, delivered by commercial overnight delivery service, or sent by certified or registered mail, return receipt requested, to the appropriate address set forth below:

COUNTY:
Office of County Counsel
Attn: Melissa Cushman
3960 Orange Street, Suite 500
Riverside, CA 92501

PROPERTY OWNER:
LHS Riverside Farms, LLC
1291 U.S. Highway 258 North
Kinston, NC 28504

With a copy to:
Sarah Owsowitz, Esq.
Best, Best & Krieger, LLP
3390 University Avenue, Suite 500
Riverside, CA 92501

7. **Default and Termination.** This Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of PROPERTY OWNER's obligations under this Agreement, COUNTY shall provide written notification to PROPERTY OWNER of such alleged default and PROPERTY OWNER shall have ten (10) days after receipt of written notification to cure any such alleged default. If PROPERTY OWNER fails to cure such alleged default within the specified time period or otherwise reach agreement with the COUNTY on a resolution of the alleged default, COUNTY may, in its sole discretion, do any of the following or combination thereof:

- a. Deem PROPERTY OWNER's default of PROPERTY OWNER's obligations as abandonment of the PROJECT and as a breach of this Agreement;
- b. Rescind any PROJECT approvals previously granted;
- c. Settle the LITIGATION.

In the event of a default, PROPERTY OWNER shall remain responsible for any costs and attorney's fees awarded by the Court or as a result of settlement and other expenses incurred by the COUNTY related to the LITIGATION or settlement.

8. **COUNTY Review of the PROJECT.** Nothing in this Agreement shall be construed to limit, direct, impede or influence the COUNTY's review and consideration of the PROJECT.

9. **Complete Agreement/Governing Law.** This Agreement represents the complete understanding between the parties with respect to matters set forth herein. This Agreement shall be construed in accordance with the laws of the State of California.

10. ***Successors and Assigns.*** The obligations specific herein shall be made, and are binding on the successors in interest of the PROPERTY OWNER, whether the succession is by agreement, by operation of law or by any other means.

11. ***Amendment and Waiver.*** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties.

12. ***Severability.*** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. ***Survival of Indemnification.*** The parties agree that this Agreement shall constitute a separate agreement from any PROJECT approval, and if the PROJECT, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

14. ***Interpretation.*** The parties have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

15. ***Captions and Headings.*** The captions and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16. ***Jurisdiction and Venue.*** Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

17. ***Counterparts; Facsimile & Electronic Execution.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

18. **Joint and Several Liability.** In the event there is more than one PROPERTY OWNER, the liability of PROPERTY OWNER shall be joint and several, and PROPERTY OWNER each of them shall be jointly and severally liable for performance of all of the obligations of PROPERTY OWNER under this Agreement.

19. **Effective Date.** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:
COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: 
~~Steven Weiss~~ *Charissa Leach*
Riverside County Planning Director

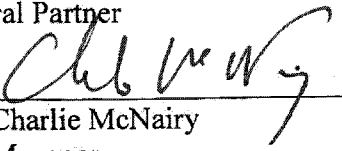
FORM APPROVED COUNTY COUNSEL
BY:  3/8/17
MELISSA R. CUSHMAN DATE

Dated: 3/21/17

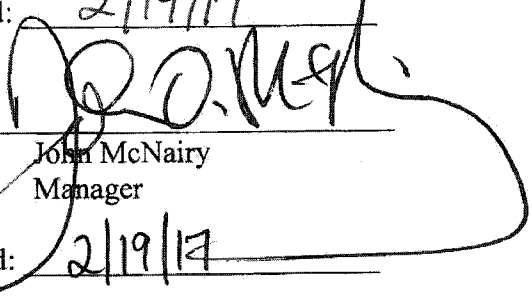
PROPERTY OWNER:
LHS Riverside Farms, LLC, a Delaware Limited Liability Company

By: U.S. Farming Realty Trust, LP, a Delaware Limited Partnership
Its Sole Member

By: International Farming Corporation GP1, LLC
Its General Partner

By: 
Charlie McNairy
Manager

Dated: 2/19/17

By: 
John McNairy
Manager

Dated: 2/19/17

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

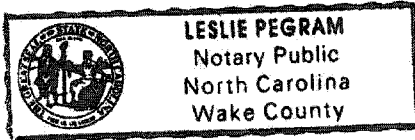
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Charlie McNairy
Name(s) of principal(s)

Date: 2/19/17

(Official Seal)



Leslie Pegram
Official Signature of Notary
Leslie Pegram, Notary Public
Notary's printed or typed name

My commission expires: 10/22/20

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

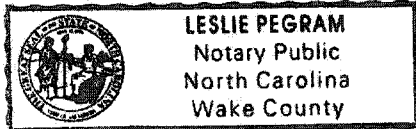
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

John D. McNairy
Name(s) of principal(s)

Date: 2/19/17

(Official Seal)



Leslie Pegram
Official Signature of Notary

Leslie Pegram, Notary Public
Notary's printed or typed name

My commission expires: 10/22/20

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement"), made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and LHS Riverside Farms, LLC, a Delaware Limited Liability Company ("PROPERTY OWNER"), relating to the PROPERTY OWNER'S indemnification of the COUNTY under the terms set forth herein:

WITNESSETH:

WHEREAS, the PROPERTY OWNER has a legal interest in the certain real property described as APN 866-030-001, 866-030-002, 866-030-003 and 866-030-004 ("PROPERTY"); and,

WHEREAS, on June 26, 2014, PROPERTY OWNER filed an application for Agricultural Preserve No. 1042 ("PROJECT"); and,

WHEREAS, judicial challenges of projects requiring discretionary approvals, including, but not limited to, California Environmental Quality Act determinations, are costly and time consuming. Additionally, project opponents often seek an award of attorneys' fees in such challenges; and,

WHEREAS, since property owners are the primary beneficiaries of such approvals, it is appropriate that such owners bear the expense of defending against any such judicial challenge, and bear the responsibility of any costs, attorneys' fees and damages which may be awarded to a successful challenger; and,

WHEREAS, in the event a judicial challenge is commenced against the PROJECT, the COUNTY has requested and the PROPERTY OWNER has agreed to defend, indemnify and hold harmless the COUNTY, its agents, officers, or employees from any claim, action or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void or annul any approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the PROJECT or its associated environmental documentation ("LITIGATION"); and,

WHEREAS, this Agreement is entered into by the COUNTY and PROPERTY OWNER to establish specific terms concerning PROPERTY OWNER'S indemnification obligation for the PROJECT.

NOW, THEREFORE, it is mutually agreed between COUNTY and PROPERTY OWNER as follows:

1. **Indemnification.** PROPERTY OWNER, at its own expense, shall defend, indemnify and hold harmless the COUNTY, its agents, officers, and employees from and against any claim, action or proceeding brought against the

COUNTY, its agents, officers, and employees to attack, set aside, void or annul any approval of the PROJECT including any associated costs, damages, and expenses including, but not limited to, costs associated with Public Records Act requests submitted to the COUNTY related to the PROJECT and an award of attorneys' fees and costs incurred or arising out of the above-referenced claim, action or proceeding brought against the COUNTY ("Indemnification Obligation.")

2. ***Defense Cooperation.*** PROPERTY OWNER and the COUNTY shall reasonably cooperate in all aspects of the LITIGATION. Nothing contained in this Agreement, however, shall be construed to limit the discretion of COUNTY, in the interest of the public welfare, to settle, defend, appeal or to decline to settle or to terminate or forego defense or appeal of the LITIGATION. It is also understood and agreed that all litigation pleadings are subject to review, revision and approval by COUNTY's Office of County Counsel.

3. ***Representation and Payment for Legal Services Rendered.*** COUNTY shall have the absolute right to approve any and all counsel retained to defend COUNTY in the LITIGATION. PROPERTY OWNER shall pay the attorneys' fees and costs of the legal firm retained by PROPERTY OWNER to represent the COUNTY in the LITIGATION. Failure by PROPERTY OWNER to pay such attorneys' fees and costs may be treated as an abandonment of the PROJECT and as a default of PROPERTY OWNER's obligations under this Agreement.

4. ***Payment for COUNTY's LITIGATION Costs.*** Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. LITIGATION costs include any associated costs, fees, damages, and expenses as further described in Section 1. herein as Indemnification Obligation. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the PROJECT, PROPERTY OWNER shall initially deposit with the COUNTY's Planning Department the total amount of Twenty Thousand Dollars (\$20,000). PROPERTY OWNER shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Planning Department and the Riverside County Clerk of the Board associated with the LITIGATION. Within ten (10) days of written notice from COUNTY, PROPERTY OWNER shall make such additional deposits. Collectively, the initial deposit and additional deposits shall be referred to herein as the "Deposit."

5. ***Return of Deposit.*** COUNTY shall return to PROPERTY OWNER any funds remaining on deposit after ninety (90) days have passed since final adjudication of the LITIGATION.

6. **Notices.** For all purposes herein, notices shall be effective when personally delivered, delivered by commercial overnight delivery service, or sent by certified or registered mail, return receipt requested, to the appropriate address set forth below:

COUNTY:
Office of County Counsel
Attn: Melissa Cushman
3960 Orange Street, Suite 500
Riverside, CA 92501

PROPERTY OWNER:
LHS Riverside Farms, LLC
1291 U.S. Highway 258 North
Kinston, NC 28504

With a copy to:
Sarah Owsowitz, Esq.
Best, Best & Krieger, LLP
3390 University Avenue, Suite 500
Riverside, CA 92501

7. **Default and Termination.** This Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of PROPERTY OWNER's obligations under this Agreement, COUNTY shall provide written notification to PROPERTY OWNER of such alleged default and PROPERTY OWNER shall have ten (10) days after receipt of written notification to cure any such alleged default. If PROPERTY OWNER fails to cure such alleged default within the specified time period or otherwise reach agreement with the COUNTY on a resolution of the alleged default, COUNTY may, in its sole discretion, do any of the following or combination thereof:

- a. Deem PROPERTY OWNER's default of PROPERTY OWNER's obligations as abandonment of the PROJECT and as a breach of this Agreement;
- b. Rescind any PROJECT approvals previously granted;
- c. Settle the LITIGATION.

In the event of a default, PROPERTY OWNER shall remain responsible for any costs and attorney's fees awarded by the Court or as a result of settlement and other expenses incurred by the COUNTY related to the LITIGATION or settlement.

8. **COUNTY Review of the PROJECT.** Nothing in this Agreement shall be construed to limit, direct, impede or influence the COUNTY's review and consideration of the PROJECT.

9. **Complete Agreement/Governing Law.** This Agreement represents the complete understanding between the parties with respect to matters set forth herein. This Agreement shall be construed in accordance with the laws of the State of California.

10. ***Successors and Assigns.*** The obligations specific herein shall be made, and are binding on the successors in interest of the PROPERTY OWNER, whether the succession is by agreement, by operation of law or by any other means.

11. ***Amendment and Waiver.*** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties.

12. ***Severability.*** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. ***Survival of Indemnification.*** The parties agree that this Agreement shall constitute a separate agreement from any PROJECT approval, and if the PROJECT, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

14. ***Interpretation.*** The parties have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

15. ***Captions and Headings.*** The captions and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16. ***Jurisdiction and Venue.*** Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

17. ***Counterparts; Facsimile & Electronic Execution.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

18. **Joint and Several Liability.** In the event there is more than one PROPERTY OWNER, the liability of PROPERTY OWNER shall be joint and several, and PROPERTY OWNER each of them shall be jointly and severally liable for performance of all of the obligations of PROPERTY OWNER under this Agreement.

19. **Effective Date.** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

COUNTY:
COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: 
~~Steven Weiss~~ *Charism Leach*
Riverside County Planning Director

FORM APPROVED COUNTY COUNSEL
BY:  3/8/17
MELISSA R. CUSHMAN DATE

Dated: 3/21/17

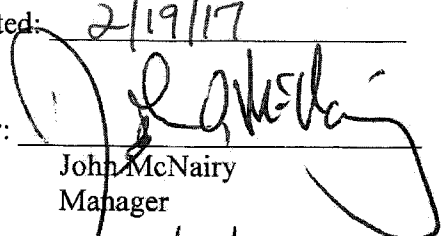
PROPERTY OWNER:
LHS Riverside Farms, LLC, a Delaware Limited Liability Company

By: U.S. Farming Realty Trust, LP, a Delaware Limited Partnership
Its Sole Member

By: International Farming Corporation GP1, LLC
Its General Partner

By: 
Charlie McNairy
Manager

Dated: 2/19/17

By: 
John McNairy
Manager

Dated: 2/19/17

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

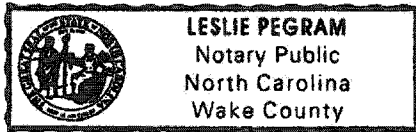
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Charlie McNamy
Name(s) of principal(s)

Date: 2/19/17

(Official Seal)



Leslie Pegram
Official Signature of Notary

Leslie Pegram, Notary Public
Notary's printed or typed name

My commission expires: 10/22/20

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

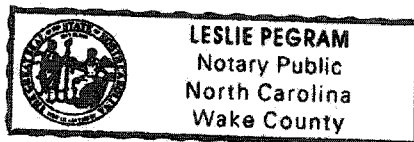
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

John O. McNairy
Name(s) of principal(s)

Date: 2/19/17

(Official Seal)



Leslie Pegram
Official Signature of Notary

Leslie Pegram, Notary Public
Notary's printed or typed name

My commission expires: 10/22/20

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 5/12/2017,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers AG01042 For

Company or Individual's Name Planning Department,

Distance buffered AG Preserve Within 1 mile

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen

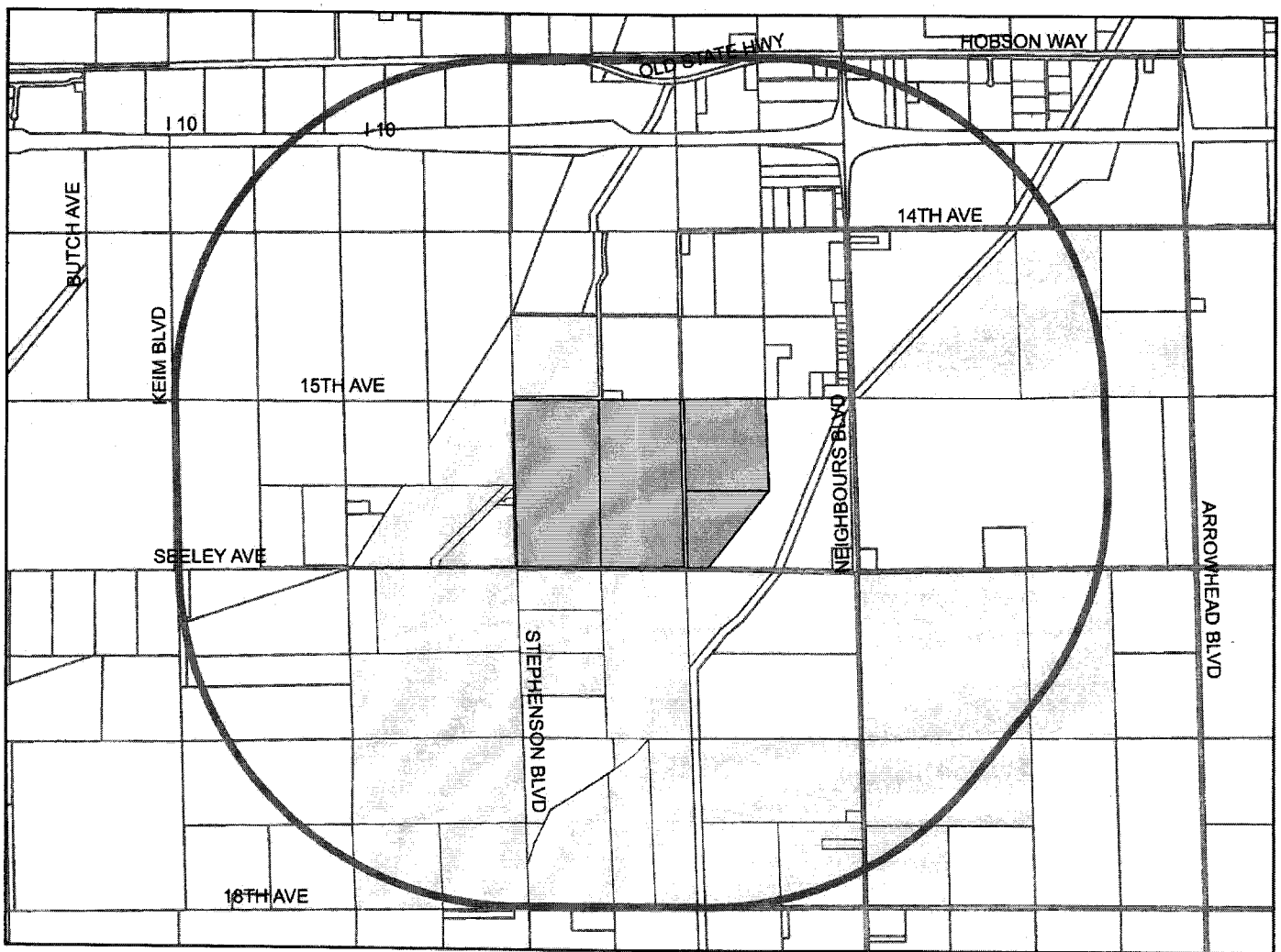
TITLE GIS Analyst

ADDRESS: 4080 Lemon Street 2nd Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. - 5 p.m.): (951) 955-8158

AG01042 (Ag Preserve within 1 mile)



Selected Parcels

866-100-001	866-110-001	866-110-002	863-070-004	863-070-007	863-070-008	863-120-007	863-120-008	863-130-005	863-130-006
863-130-007	866-021-005	866-090-004	866-090-005	866-090-006	866-090-007	866-090-008	866-100-002	863-070-016	863-070-017
866-040-004	866-040-005	866-040-007	866-080-001	866-080-002	866-080-003	866-080-005	866-080-012	866-090-002	866-090-009
866-090-010	866-090-013	866-090-014	863-070-014						



2,600 1,300 0 2,600 Feet

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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Use Avery Template 5962 |

ASMT: 863070014, APN: 863070014
PVID
180 W 14TH AVE
BLYTHE CA 92225

ASMT: 863070016, APN: 863070016
MICHELLE WALKER
15937 STEPHENSON BLV
BLYTHE, CA. 92225

ASMT: 863070017, APN: 863070017
MICHELLE WALKER
15937 STEPHENSON BLVD
BLYTHE CA 92225

ASMT: 866090014, APN: 866090014
MWD
C/O RIGHT OF WAY & TITLE ENGINEERING
P O BOX 54153
LOS ANGELES CA 90054

ASMT: 866100002, APN: 866100002
FISHER FAMILY PROP
C/O FISHER RANCH LLC
10610 ICEPLANT RD
BLYTHE CA 92225

ASMT: 866110002, APN: 866110002
B FISHER, ETAL
C/O DANA FISHER
10620 ICE PLANT RD
BLYTHE CA 92225

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 5/12/2017.

The attached property owners list was prepared by Riverside County GIS.

APN (s) or case numbers AG01042 For

Company or Individual's Name Planning Department.

Distance buffered 2400'.

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen

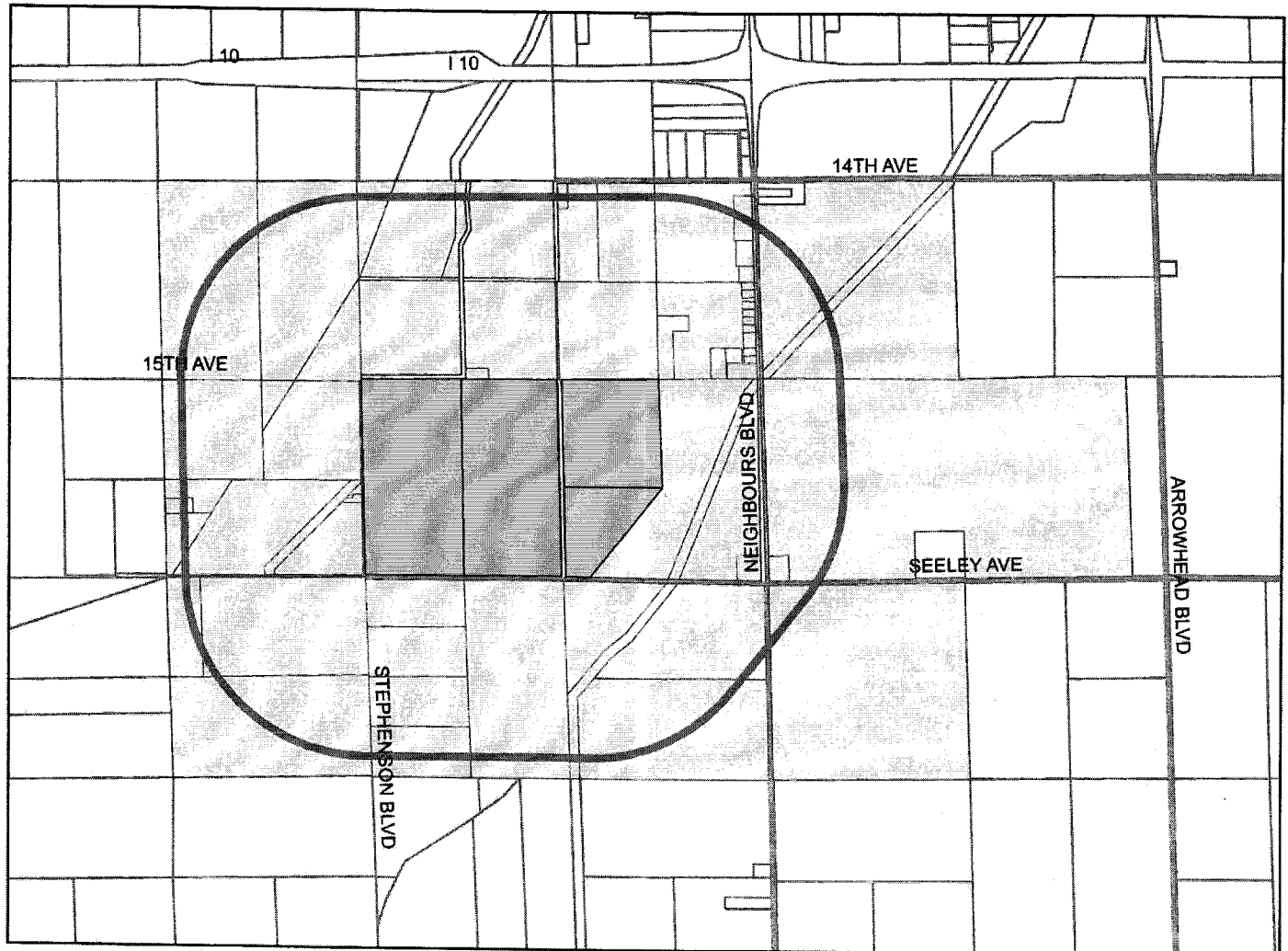
TITLE GIS Analyst

ADDRESS: 4080 Lemon Street 2nd Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. - 5 p.m.): (951) 955-8158

AG01042 (2400 feet buffer)



Selected Parcels

863-120-006	866-260-012	866-260-016	866-260-007	866-100-001	866-260-009	866-260-005	863-070-003	863-070-004	863-070-007
863-070-008	863-120-007	863-120-008	866-021-005	866-021-004	866-022-001	866-022-003	866-080-004	866-260-001	866-260-021
866-021-006	866-260-017	866-260-020	866-050-006	866-260-013	866-021-001	866-021-002	866-022-005	866-022-012	863-070-012
866-030-001	866-030-002	866-030-003	866-030-004	866-022-008	866-030-010	866-050-009	866-260-022	866-260-023	866-022-007
866-022-006	863-070-016	863-070-017	866-040-004	866-080-001	866-080-002	866-080-003	866-080-005	866-080-012	863-070-011
866-022-010	863-070-014	866-030-008	866-040-009	866-080-009	863-060-004	866-022-004	866-022-011	866-260-014	866-260-015
866-080-007	863-070-013	866-030-011	866-040-003	866-080-008	866-021-007	866-022-002	866-260-006	863-060-017	863-060-018
863-070-022									



1,900 950 0 1,900 Feet

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ASMT: 863060004, APN: 863060004
JESSIE HU, ETAL
223 LA AMISTAD WAY
HEMET CA 92545

ASMT: 866021005, APN: 866021005
FISHER FAMILY PROP
C/O FISHER RANCH LLC
10610 ICEPLANT RD
BLYTHE CA 92225

ASMT: 863070011, APN: 863070011
PATRICK CONNOLLY
PO BOX 984
BLYTHE CA 92226

ASMT: 866021006, APN: 866021006
G B INV CO
C/O COCOPAH NURSERIES INC
81880 ARUS AVE
INDIO CA 92201

ASMT: 863070013, APN: 863070013
VERNON STINSON
2610 PALOMA SENDA
BULLHEAD CITY AZ 86442

ASMT: 866022002, APN: 866022002
CHARLES ODEN, ETAL
C/O COLE FRATES
113 S LA BREA AVE 3RD FL
LOS ANGELES CA 90036

ASMT: 863070016, APN: 863070016
MICHELLE WALKER
15937 STEPHENSON BLV
BLYTHE, CA. 92225

ASMT: 866022004, APN: 866022004
ROBERT ARTEAGA
P O BOX 1942
BLYTHE CA 92226

ASMT: 863070017, APN: 863070017
MICHELLE WALKER
15937 STEPHENSON BLVD
BLYTHE CA 92225

ASMT: 866022005, APN: 866022005
CAROLYN MCCALLEY, ETAL
169 DESERT GARDEN DR
PALM GARDENS NV 89039

ASMT: 863120006, APN: 863120006
BILL VASILIS RANCH
C/O KIRK KONTILIS
332 W CHANSLOR WAY
BLYTHE CA 92225

ASMT: 866022006, APN: 866022006
DANA RETHWISCH, ETAL
541 32ND RD
RISING CITY NE 68658

ASMT: 866021002, APN: 866021002
KAY MASON
P O BOX 364
BLYTHE CA 92226

ASMT: 866022007, APN: 866022007
MARY CLARK
14063 W 14TH AVE
BLYTHE CA 92225



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ASMT: 866022010, APN: 866022010
PAVEL MOSI
14671 S NEIGHBORS BLV
BLYTHE CA 92225

ASMT: 866080007, APN: 866080007
JANET WHITE, ETAL
P O BOX 1028
BLYTHE CA 92226

ASMT: 866022011, APN: 866022011
STEPHEN JENNINGS
14521 NEIGHBORS BL
BLYTHE CA 92225

ASMT: 866080008, APN: 866080008
WEY ALMOND FARMS
12816 JOMANI DR
BAKERSFIELD CA 93312

ASMT: 866022012, APN: 866022012
LELAND CORMELL
245 N 3RD ST
BLYTHE CA 92225

ASMT: 866080009, APN: 866080009
PVID
180 W 14TH AVE
BLYTHE CA 92225

ASMT: 866030004, APN: 866030004
LHS RIVERSIDE FARMS
1291 US HIGHWAY 258 N
KINSTON NC 28504

ASMT: 866080012, APN: 866080012
MWD
C/O RIGHT OF WAY & TITLE ENGINEERING
P O BOX 54153
LOS ANGELES CA 90054

ASMT: 866030011, APN: 866030011
CAROL ATTERHOLT, ETAL
14050 SEELEY AVE
BLYTHE, CA. 92225

ASMT: 866100001, APN: 866100001
B FISHER, ETAL
C/O DANA FISHER
10620 ICE PLANT RD
BLYTHE CA 92225

ASMT: 866040003, APN: 866040003
WEY ALMOND FARMS
34929 FLYOVER CT
BAKERSFIELD CA 93308

ASMT: 866260001, APN: 866260001
FONDOMONTE CALIF
C/O DAVID KELLY
250 N LITCHFIELD STE 101
GOODYEAR AZ 85338

ASMT: 866050006, APN: 866050006
JUAN PALACIOS
13990 SEELEY AVE
BLYTHE, CA. 92225

ASMT: 866260005, APN: 866260005
IGNACIO FERNANDES, ETAL
25655 SCHOOL RD
RIPLEY CA 92225



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Use Avery Template 5962 |

ASMT: 866260006, APN: 866260006
WILLIAM RICE
18023 S LOVEKIN BLVD
BLYTHE CA 92225

ASMT: 866260017, APN: 866260017
BONNIE PEOPLES, ETAL
14981 S NEIGHBOURS BLV
BLYTHE, CA. 92225

ASMT: 866260007, APN: 866260007
CLINE BLANCHE T ESTATE OF
C/O GARY CHESTER TRYON
20705 E SUNAIRE DR
FLORENCE AZ 85232

ASMT: 866260020, APN: 866260020
FRANCES COJEAN, ETAL
14801 NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260009, APN: 866260009
ENTRUST ADMIN CUSTODIAN
555 12TH ST STE 1250
OAKLAND CA 94607

ASMT: 866260021, APN: 866260021
CHLOIS MADDOX, ETAL
14951 S NEIGHBOURS BLV
BLYTHE, CA. 92225

ASMT: 866260012, APN: 866260012
VIOLA CARLTON, ETAL
14701 NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260023, APN: 866260023
MARLOWE FARMS FAMILY LTD PARTNERSHIP
13010 SEELEY AVE NO C
BLYTHE CA 92225

ASMT: 866260013, APN: 866260013
MARIA RODRIGUEZ, ETAL
14601 S NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260015, APN: 866260015
STEPHEN JENNINGS
14521 NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260016, APN: 866260016
BONNIE PEOPLES
P O BOX 1852
BLYTHE CA 92226

City of Blythe
Development Services
235 North Broadway
Blythe, CA 92225

Riverside LAFCO
3850 Vine Street #240
Riverside, CA 92507

California Department of Conservation
ATTN: Meri Merza, Division of Land Resource
Protection
801 K Street, MS 14-15
Sacramento, CA 95814

California Department of Conservation
ATTN: David Bunn, Division of Land Resource
Protection
801 K Street, MS 14-15
Sacramento, CA 95814

Jim Walker
1291 US Hwy 258 N
Kinston, NC 28504

Will Walton
5004 Thompson Terrace
Colleyville, TX 76034

LHS Riverside Farms
1291 US Hwy 258 N
Kinston, NC 28504

COUNTY OF RIVERSIDE
SPECIALIZED DEPARTMENT RECEIPT
Permit Assistance Center

J* REPRINTED * R1707526

4080 Lemon Street
Second Floor
Riverside, CA 92502
(951) 955-3200

39493 Los Alamos Road
Suite A
Murrieta, CA 92563
(951) 694-5242

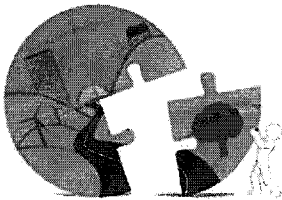
38686 El Cerrito Rd
Indio, CA 92211
(760) 863-8271

Received from: WALKER JIM \$50.00
paid by: VI 068647
CFG FOR AG01042 AND EA42832
paid towards: CFG06401 CALIF FISH & GAME: DOC FEE
at parcel:
appl type: CFG3

By _____ Jun 06, 2017 14:01
MGARDNER posting date Jun 06, 2017

Account Code	Description	Amount
658353120100208100	CF&G TRUST: RECORD FEES	\$50.00

Overpayments of less than \$5.00 will not be refunded!



Carolyn Syms Luna
Director

RIVERSIDE COUNTY PLANNING DEPARTMENT

PETITION FOR ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

Please complete and attach to Application for Establishment or Enlargement (Form 295-0086).

A separate Petition for Establishment or Enlargement must be completed for each separate ownership of land to be included within an agricultural preserve. (A husband and wife, a partnership, a corporation, a trust, or a joint ownership is considered one owner.)

I, the undersigned, the owner or one of the owners of the land described herein, petition to enter into an agricultural preserve. I declare under penalty of perjury that the information provided by me in this petition is true and complete to the best of my knowledge.

SIGNED: John D. Wells DATE: 02/14/14

Owner's Name: LHS Riverside Farms, LLC E-Mail: awells@intlifarming.com

Mailing Address: 1291 US HWY 258 N.
Kinston NC 28504
City State ZIP

Daytime Phone No: (252) 523-0800 Fax No: (252) 525-6104

1. List all the names and addresses of all owners as shown on the recorded deed (If the owner is a partnership, please state type of partnership and attach a list of names and addresses of all partners. If owner is a corporation, please state type of corporation, place and date of incorporation, and affix corporate seal to this page.)
2. If owner is a partnership or a corporation, a notarized statement from said partnership or corporation indicating that the petitioner is authorized to act on behalf of the partnership or corporation must be attached to this Owner's Petition.
3. Name and address of the mortgage holder for this property: N/A
4. Give the general location of the petitioner's property: North of 16th Ave., South of Stephenson Blvd., East of Stephenson Blvd., West of S. Neighbours Blvd.
5. Attach a complete legal description of the petitioner's property as shown in a deed or a title insurance policy.

Riverside Office • 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 • Fax (951) 955-1811

Desert Office • 38686 El Cerrito Road
Palm Desert, California 92211
(760) 863-8277 • Fax (760) 863-7555

PETITION FOR ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

6. Provide the following information from your property tax bills:

Assessor's Parcel Number(s)	Acreage
866030002	75.99
866030001	77.79
866030004	22.82
866030003	39.08

Attach additional Assessor's Parcel Number(s) on a separate sheet of paper if necessary.

7. Select one or more of the categories that describe the current agricultural use of your property. (If any land is fallow this year, please indicate the most recent agricultural uses.)

COMMERCIAL USES	ACREAGE	COMMERCIAL USES	ACREAGE
<input checked="" type="checkbox"/> Alfalfa	215.68	<input type="checkbox"/> Grapes (varietal)	
<input type="checkbox"/> Avocados		<input type="checkbox"/> Hay, Oats	
<input type="checkbox"/> Beets, Sugar		<input type="checkbox"/> Hogs	
<input type="checkbox"/> Cabbage		<input type="checkbox"/> Lemons	
<input type="checkbox"/> Carrots		<input type="checkbox"/> Lettuce	
<input type="checkbox"/> Cattle (open range)		<input type="checkbox"/> Melons, Cantaloupe	
<input type="checkbox"/> Cattle (irrigated. pasture)		<input type="checkbox"/> Nursery stock	
<input type="checkbox"/> Cattle (feed lot)		<input type="checkbox"/> Onions	
<input type="checkbox"/> Cereal grains		<input type="checkbox"/> Oranges	
<input type="checkbox"/> Corn (ensilage)		<input type="checkbox"/> Potatoes	
<input type="checkbox"/> Corn (sweet)		<input type="checkbox"/> Poultry	
<input type="checkbox"/> Cotton		<input type="checkbox"/> Squash	
<input type="checkbox"/> Dairy		<input type="checkbox"/> Sudan	
<input type="checkbox"/> Dates		<input type="checkbox"/> Tangerines	
<input type="checkbox"/> Eggplant		<input type="checkbox"/> Tomatoes	
<input type="checkbox"/> Grapefruit		<input type="checkbox"/> Watermelons	
<input type="checkbox"/> Grapes (table)		<input type="checkbox"/> Other	

8. Do you lease or rent this property to someone else? YES ☒ NO ☐

(If yes, answer below)

How many acres are leased or rented? 215.68

For what immediate use? Agriculture

When will the lease expire? December 31, 2014

PETITION FOR ESTABLISHMENT OR ENLARGEMENT OF AN AGRICULTURAL PRESERVE

Amount of cash lease or rent? \$525 per water toll acre

Percentage crop-share lease or rent? 1/3 of Gross Revenue above \$2,250 Threshold

Please explain if you participate in any operational expenses: N/A

9. Are there any pending land-use or land-division actions (i.e., Change of Zone, Conditional Use Permit, Parcel Map, Tract Map, etc.), or do you intend to initiate any such actions involving any portions of this property during the next 12 months? (If yes, please provide details.)

No

10. Attach a copy of a Soil Conservation Plan prepared by the Soil Conservation Service or written authorization for the Soil Conservation Service to release this information to the Assessor.



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

June 20, 2017

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

TEL : (760) 778-4578
E-MAIL: legals@thedesertsun.com

RE: NOTICE OF PUBLIC HEARING: AG 1042 CEQA EXEMPT

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Friday, June 23, 2017.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Email, TDS-Legals <legals@thedesertsun.com>
Sent: Monday, June 19, 2017 4:16 PM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: AG 1042 CEQA EXAMPT

Hi Cecilia,

Ad received and will publish on date(s) requested.

Charlene Moeller | Customer Care Representative / Legals

The Desert Sun Media Group
750 N. Gene Autry Trail, Palm Springs, CA 92262
t 760.778.4578 | f 760.778.4528 e: legals@thedesertsun.com

Lobby hours are 9am-noon (closed for lunch) 1:30p-4pm

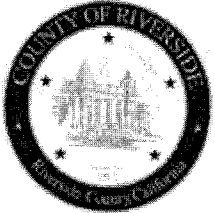
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From: Gil, Cecilia [mailto:CCGIL@RIVCO.ORG]
Sent: Monday, June 19, 2017 4:09 PM
To: Email, TDS-Legals <legals@thedesertsun.com>
Subject: FOR PUBLICATION: AG 1042 CEQA EXAMPT

Good afternoon! Attached is a Notice of Public Hearing, for publication on Friday, June 23, 2017. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon St., 1st Floor, Room 127
Riverside, CA 92501
(951) 955-8464 Fax (951) 955-1071
Mail Stop# 1010
ccgil@rivco.org
<http://rivcocob.org/>



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

June 20, 2017

PALO VERDE VALLEY TIMES
ATTN: LEGALS
P.O. BOX 1159
BLYTHE, CA 92226

TEL : (760) 922-3181
E-MAIL: classifieds@pvvt.com

RE: NOTICE OF PUBLIC HEARING: AG 1042 CEQA EXEMPT

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Wednesday, June 28, 2017.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A AGRICULTURAL PRESERVE IN THE SOUTH PALO VERDE AREA, FOURTH SUPERVISORIAL DISTRICT AND INTENT TO FILE NOTICE OF EXEMPTION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, July 25, 2017 at 10:30 A.M.** or as soon as possible thereafter, to consider the application submitted by Jim Walker – Will Walton, on **Agricultural Preserve No. 1042**, which proposes to enlarge Blythe Agricultural Preserve No. 31, Map. No. 766 ("the project"). The project is located northerly of Seeley Avenue, southerly of 15th Avenue and easterly of Stephenson Boulevard in the South Palo Verde Zoning Area, Fourth Supervisorial District.

The Planning Department recommended that the Board of Supervisors approve the project and also determined that the project is exempt from the provisions of the California Environmental Quality Act.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Clerk of the Board of Supervisors at 4080 Lemon Street, 1st Floor, Riverside, California 92501, and at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT LARRY ROSS, PROJECT PLANNER, AT (951) 955-9294 OR EMAIL Lross@rivco.org.

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063 or email at LWagner@rivco.org, 72 hours prior to the hearing.

Dated: June 20, 2017 Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, Cecilia Gil, Board Assistant to Kecia Harper-Ihem, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on June 20, 2017, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

NOTICE OF PUBLIC HEARING

AG 1042

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

Board Agenda Date: July 25, 2017 @ 10:30 A.M.

SIGNATURE: Cecilia Gil DATE: June 20, 2017
Cecilia Gil

Gil, Cecilia

From: Meyer, Mary Ann <MaMeyer@asrclkrec.com>
Sent: Monday, June 19, 2017 4:58 PM
To: Gil, Cecilia; Buie, Tammie; Garrett, Nancy; Kennemer, Bonnie
Subject: RE: FOR POSTING: AG 1042 CEQA EXEMPT

received and will be posted

From: Gil, Cecilia [mailto:CCGIL@RIVCO.ORG]
Sent: Monday, June 19, 2017 4:11 PM
To: Buie, Tammie <tbuie@asrclkrec.com>; Garrett, Nancy <ngarrett@asrclkrec.com>; Kennemer, Bonnie <bkenne@asrclkrec.com>; Meyer, Mary Ann <MaMeyer@asrclkrec.com>
Subject: FOR POSTING: AG 1042 CEQA EXEMPT

Good afternoon! Attached is a Notice of Public Hearing, for Posting. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant
Clerk of the Board of Supervisors
4080 Lemon St., 1st Floor, Room 127
Riverside, CA 92501
(951) 955-8464 Fax (951) 955-1071
Mail Stop# 1010

ccgil@rivco.org

<http://rivcocob.org/>



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain **information that is privileged, confidential and exempt from disclosure** under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

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County of Riverside California

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A AGRICULTURAL PRESERVE IN THE SOUTH PALO VERDE AREA, FOURTH SUPERVISORIAL DISTRICT AND INTENT TO FILE NOTICE OF EXEMPTION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Supervisors of Riverside County, California, on the 1st Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, July 25, 2017 at 10:30 A.M.** or as soon as possible thereafter, to consider the application submitted by Jim Walker – Will Walton, on **Agricultural Preserve No. 1042**, which proposes to enlarge Blythe Agricultural Preserve No. 31, Map. No. 766 ("the project"). The project is located northerly of Seeley Avenue, southerly of 15th Avenue and easterly of Stephenson Boulevard in the South Palo Verde Zoning Area, Fourth Supervisorial District.

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If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063 or email at LWagner@rivco.org, 72 hours prior to the hearing.

Dated: June 20, 2017

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

CERTIFICATE OF MAILING

(Original copy, duly executed, must be attached to
the original document at the time of filing)

I, Cecilia Gil, Board Assistant, for the County of Riverside, do hereby certify that I am not
a party to the within action or proceeding; that on June 20, 2017, I mailed a copy of the
following document:

NOTICE OF PUBLIC HEARING

AG 1042

to the parties listed in the attached labels, by depositing said copy with postage thereon fully
prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

Board Agenda Date: July 25, 2017 @ 10:30 AM

SIGNATURE: Cecilia Gil DATE: June 20, 2017
Cecilia Gil

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 5/12/2017.

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers AGC1542 For

Company or Individual's Name Planning Department,

Distance buffered 2400'.

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen

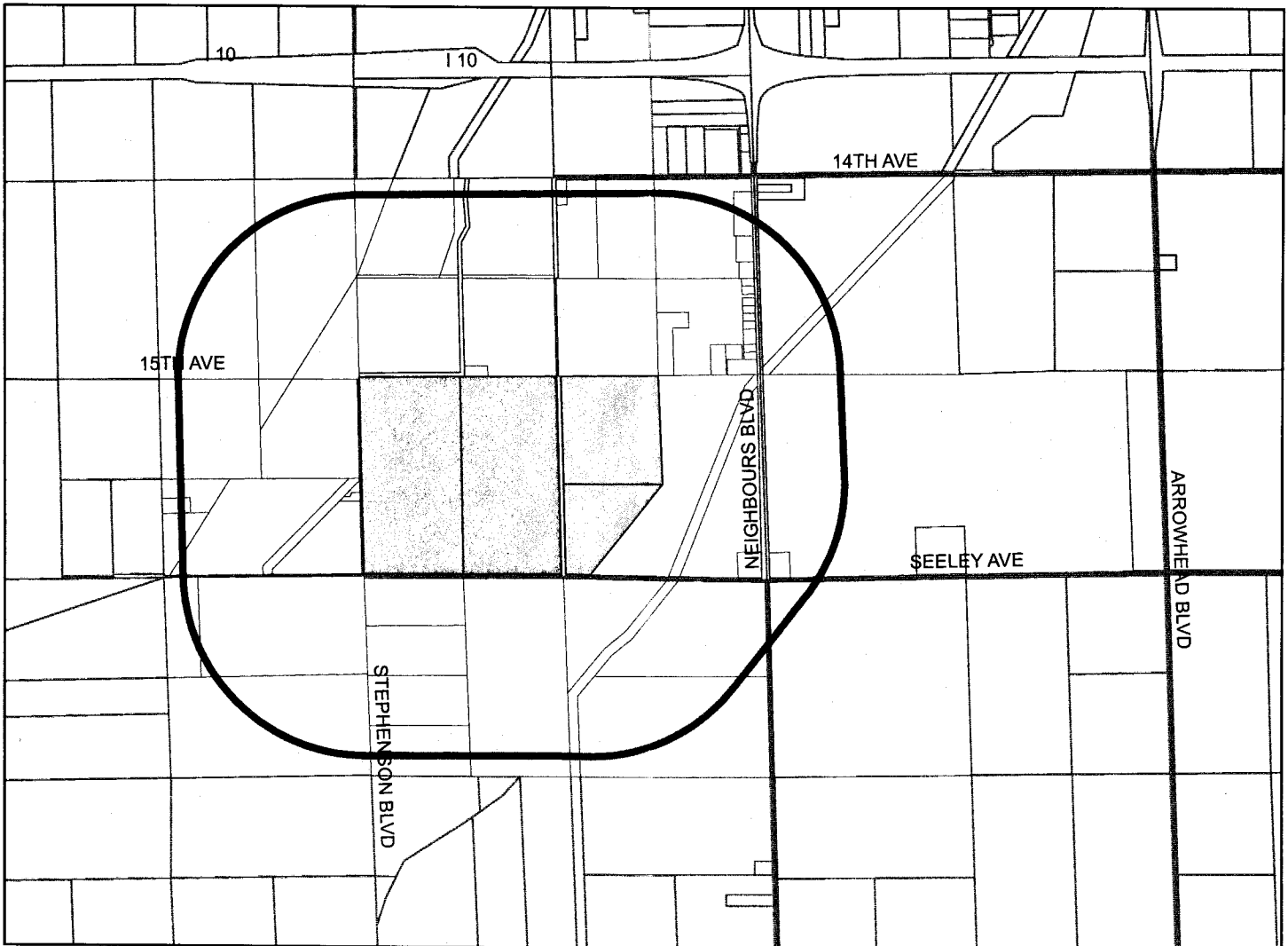
TITLE GIS Analyst

ADDRESS: 4080 Lemon Street 2nd Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. - 5 p.m.): (951) 955-8158

AG01042 (2400 feet buffer)



Selected Parcels

863-120-006	866-260-012	866-260-016	866-260-007	866-100-001	866-260-009	866-260-005	863-070-003	863-070-004	863-070-007
863-070-008	863-120-007	863-120-008	866-021-005	866-021-004	866-022-001	866-022-003	866-080-004	866-260-001	866-260-021
866-021-006	866-260-017	866-260-020	866-050-006	866-260-013	866-021-001	866-021-002	866-022-005	866-022-012	863-070-012
866-030-001	866-030-002	866-030-003	866-030-004	866-022-008	866-030-010	866-050-009	866-260-022	866-260-023	866-022-007
866-022-006	863-070-016	863-070-017	866-040-004	866-080-001	866-080-002	866-080-003	866-080-005	866-080-012	863-070-011
866-022-010	863-070-014	866-030-008	866-040-009	866-080-009	863-060-004	866-022-004	866-022-011	866-260-014	866-260-015
866-080-007	863-070-013	866-030-011	866-040-003	866-080-008	866-021-007	866-022-002	866-260-006	863-060-017	863-060-018
863-070-022									



1,900 950 0 1,900 Feet

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JESSIE HU, ETAL
223 LA AMISTAD WAY
HEMET CA 92545

ASMT: 866021005, APN: 866021005
FISHER FAMILY PROP
C/O FISHER RANCH LLC
10610 ICEPLANT RD
BLYTHE CA 92225

ASMT: 863070011, APN: 863070011
PATRICK CONNOLLY
PO BOX 984
BLYTHE CA 92226

ASMT: 866021006, APN: 866021006
G B INV CO
C/O COCOPAH NURSERIES INC
81880 ARUS AVE
INDIO CA 92201

ASMT: 863070013, APN: 863070013
VERNON STINSON
2610 PALOMA SENDA
BULLHEAD CITY AZ 86442

ASMT: 866022002, APN: 866022002
CHARLES ODEN, ETAL
C/O COLE FRATES
113 S LA BREA AVE 3RD FL
LOS ANGELES CA 90036

ASMT: 863070016, APN: 863070016
MICHELLE WALKER
15937 STEPHENSON BLV
BLYTHE, CA. 92225

ASMT: 866022004, APN: 866022004
ROBERT ARTEAGA
P O BOX 1942
BLYTHE CA 92226

ASMT: 863070017, APN: 863070017
MICHELLE WALKER
15937 STEPHENSON BLVD
BLYTHE CA 92225

ASMT: 866022005, APN: 866022005
CAROLYN MCCALLEY, ETAL
169 DESERT GARDEN DR
PALM GARDENS NV 89039

ASMT: 863120006, APN: 863120006
BILL VASILIS RANCH
C/O KIRK KONTILIS
332 W CHANSLOR WAY
BLYTHE CA 92225

ASMT: 866022006, APN: 866022006
DANA RETHWISCH, ETAL
541 32ND RD
RISING CITY NE 68658

ASMT: 866021002, APN: 866021002
KAY MASON
P O BOX 364
BLYTHE CA 92226

ASMT: 866022007, APN: 866022007
MARY CLARK
14063 W 14TH AVE
BLYTHE CA 92225

A61042 (52)



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14671 S NEIGHBORS BLV
BLYTHE CA 92225

ASMT: 866080007, APN: 866080007
JANET WHITE, ETAL
P O BOX 1028
BLYTHE CA 92226

ASMT: 866022011, APN: 866022011
STEPHEN JENNINGS
14521 NEIGHBORS BL
BLYTHE CA 92225

ASMT: 866080008, APN: 866080008
WEY ALMOND FARMS
12816 JOMANI DR
BAKERSFIELD CA 93312

ASMT: 866022012, APN: 866022012
LELAND CORMELL
245 N 3RD ST
BLYTHE CA 92225

ASMT: 866080009, APN: 866080009
PVID
180 W 14TH AVE
BLYTHE CA 92225

ASMT: 866030004, APN: 866030004
LHS RIVERSIDE FARMS
1291 US HIGHWAY 258 N
KINSTON NC 28504

ASMT: 866080012, APN: 866080012
MWD
C/O RIGHT OF WAY & TITLE ENGINEERING
P O BOX 54153
LOS ANGELES CA 90054

ASMT: 866030011, APN: 866030011
CAROL ATTERHOLT, ETAL
14050 SEELEY AVE
BLYTHE, CA. 92225

ASMT: 866100001, APN: 866100001
B FISHER, ETAL
C/O DANA FISHER
10620 ICE PLANT RD
BLYTHE CA 92225

ASMT: 866040003, APN: 866040003
WEY ALMOND FARMS
34929 FLYOVER CT
BAKERSFIELD CA 93308

ASMT: 866260001, APN: 866260001
FONDOMONTE CALIF
C/O DAVID KELLY
250 N LITCHFIELD STE 101
GOODYEAR AZ 85338

ASMT: 866050006, APN: 866050006
JUAN PALACIOS
13990 SEELEY AVE
BLYTHE, CA. 92225

ASMT: 866260005, APN: 866260005
IGNACIO FERNANDES, ETAL
25655 SCHOOL RD
RIPLEY CA 92225



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WILLIAM RICE
18023 S LOVEKIN BLVD
BLYTHE CA 92225

ASMT: 866260017, APN: 866260017
BONNIE PEOPLES, ETAL
14981 S NEIGHBOURS BLV
BLYTHE, CA. 92225

ASMT: 866260007, APN: 866260007
CLINE BLANCHE T ESTATE OF
C/O GARY CHESTER TRYON
20705 E SUNAIRE DR
FLORENCE AZ 85232

ASMT: 866260020, APN: 866260020
FRANCES COJEAN, ETAL
14801 NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260009, APN: 866260009
ENTRUST ADMIN CUSTODIAN
555 12TH ST STE 1250
OAKLAND CA 94607

ASMT: 866260021, APN: 866260021
CHLOIS MADDOX, ETAL
14951 S NEIGHBOURS BLV
BLYTHE, CA. 92225

ASMT: 866260012, APN: 866260012
VIOLA CARLTON, ETAL
14701 NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260023, APN: 866260023
MARLOWE FARMS FAMILY LTD PARTNERSHIP
13010 SEELEY AVE NO C
BLYTHE CA 92225

ASMT: 866260013, APN: 866260013
MARIA RODRIGUEZ, ETAL
14601 S NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260015, APN: 866260015
STEPHEN JENNINGS
14521 NEIGHBORS BLV
BLYTHE, CA. 92225

ASMT: 866260016, APN: 866260016
BONNIE PEOPLES
P O BOX 1852
BLYTHE CA 92226

PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN, certify that on 5/12/2017.

The attached property owners list was prepared by Riverside County GIS.

APN (s) or case numbers AG01042 For

Company or Individual's Name Planning Department.

Distance buffered AG Preserve Within 1 mile

Pursuant to application requirements furnished by the Riverside County Planning Department, Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

NAME: Vinnie Nguyen

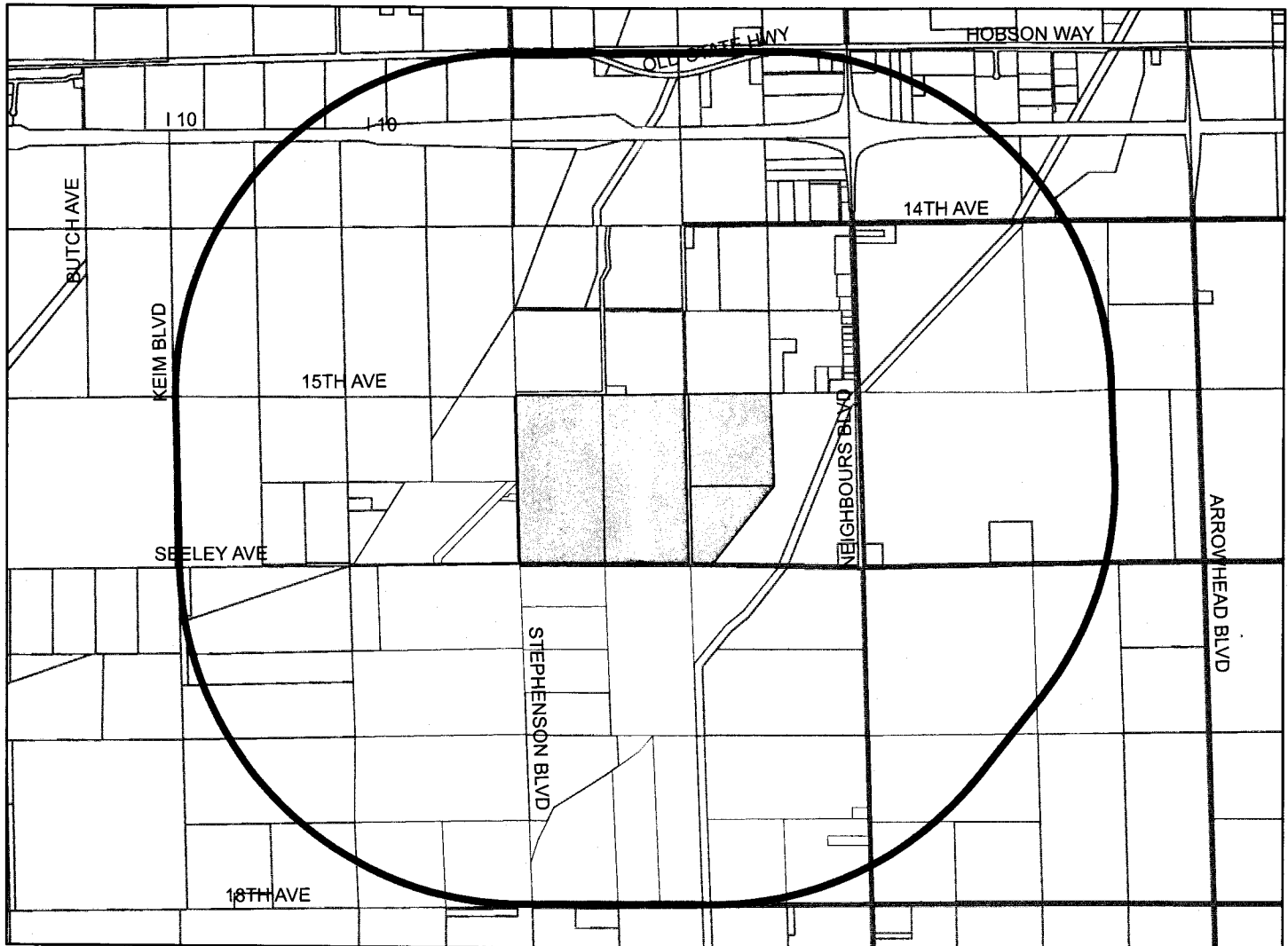
TITLE GIS Analyst

ADDRESS: 4080 Lemon Street 2nd Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. – 5 p.m.): (951) 955-8158

AG01042 (Ag Preserve within 1 mile)



Selected Parcels

866-100-001	866-110-001	866-110-002	863-070-004	863-070-007	863-070-008	863-120-007	863-120-008	863-130-005	863-130-006
863-130-007	866-021-005	866-090-004	866-090-005	866-090-006	866-090-007	866-090-008	866-100-002	863-070-016	863-070-017
866-040-004	866-040-005	866-040-007	866-080-001	866-080-002	866-080-003	866-080-005	866-080-012	866-090-002	866-090-009
866-090-010	866-090-013	866-090-014	863-070-014						



2,600 1,300 0 2,600 Feet

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ASMT: 863070014, APN: 863070014

PVID

180 W 14TH AVE
BLYTHE CA 92225

ASMT: 863070016, APN: 863070016

MICHELLE WALKER

15937 STEPHENSON BLV
BLYTHE, CA. 92225

ASMT: 863070017, APN: 863070017

MICHELLE WALKER

15937 STEPHENSON BLVD
BLYTHE CA 92225

ASMT: 866090014, APN: 866090014

MWD

C/O RIGHT OF WAY & TITLE ENGINEERING
P O BOX 54153
LOS ANGELES CA 90054

ASMT: 866100002, APN: 866100002

FISHER FAMILY PROP

C/O FISHER RANCH LLC

10610 ICEPLANT RD
BLYTHE CA 92225

ASMT: 866110002, APN: 866110002

B FISHER, ETAL

C/O DANA FISHER

10620 ICE PLANT RD
BLYTHE CA 92225

City of Blythe
Development Services
235 North Broadway
Blythe, CA 92225

Riverside LAFCO
3850 Vine Street #240
Riverside, CA 92507

California Department of Conservation
ATTN: Meri Merza, Division of Land Resource
Protection
801 K Street, MS 14-15
Sacramento, CA 95814

California Department of Conservation
ATTN: David Bunn, Division of Land Resource
Protection
801 K Street, MS 14-15
Sacramento, CA 95814

Jim Walker
1291 US Hwy 258 N
Kinston, NC 28504

Will Walton
5004 Thompson Terrace
Colleyville, TX 76034

LHS Riverside Farms
1291 US Hwy 258 N
Kinston, NC 28504



PART OF THE USA TODAY NETWORK

(866) 875-0854

RIV0690000000000000000059767360063822010825

RIVERSIDE COUNTY-BOARD OF SUP.
PO BOX 1147
RIVERSIDE, CA 92502-1147

ADVERTISING INVOICE/STATEMENT

Terms:

A late payment fee of 1%. 12% per annum, will be added to past due amounts

RETURN THIS SECTION TO ENSURE PROPER CREDIT.
PLEASE MAKE YOUR PAYMENT PAYABLE TO:

Desert Sun Publishing Co.
P.O. Box 677368
Dallas, TX 75267-7368

CUSTOMER NO	INVOICE NO
RIV069	0005976736
DUE DATE	AMOUNT DUE
7/10/2017	6,382.20
FOR THE PERIOD	THRU
05/29/17	06/25/17
AMOUNT PAID	

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	EDT	CLASS	DESCRIPTION	TIMES RUN	DEPTH	COL	TOTAL SIZE	RATE	AMOUNT
0529			BALANCE FORWARD						11,833.80
0608			CREDIT CARD CHARGE						5,343.80-
0620			CREDIT CARD CHARGE						6,490.00-
0531	CLS	0001	NO 0760: NOTICE OF PUBLIC HE	2	75.00	2	300.00		336.60
0602	CLS	0001	NO 0775: BO	2	396.00	3	2,376.00		2,620.20
0604	CLS	0001	NO 0796: NOTICE OF PUBL	4	127.00	3	1,524.00		1,683.00
0610	CLS	0001	NO 0834: NOTICE OF PUBLI	2	184.00	2	736.00		816.20
0623	CLS	0001	NO 0900: NOTICE OF PUBLIC HE	2	64.00	2	256.00		288.20
0623	CLS	0001	NO 0901: NOTICE OF PUBLIC HE	2	65.00	2	260.00		292.60
0625	CLS	0001	NO 0911: NOTICE OF PUBLIC HE	2	77.00	2	308.00		345.40

0760 - Planning 17.2 of 06/20/17 \$336.60	0775 - Waste 12.2 of 05/23/17 \$2620.20	0796 - EDA 3.20 of 05/23/17 \$1683.00	0834 - Animal Sun 3.8 of 05/09/17 \$816.20
0900 - Planning 17.6 of 07/25/17 \$288.20	0901 - Planning 17.5 of 07/25/17 \$292.60	0911 - Env. Health 3.8 of 06/13/17 \$345.40	

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS	TOTAL DUE
6,382.20	.00	.00	.00	.00	6,382.20

SALESPERSON				
OPEN STEPHANSON				

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and/or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE

For your records

CUSTOMER NO.	NAME	INVOICE NUMBER	AMOUNT PAID
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0005976736	
THE DESERT SUN PUBLISHING CO. ADVERTISING INVOICE/STATEMENT ADVERTISING INVOICE STATEMENT		DUE DATE	
		7/10/2017	

