



LAND USE SERVICES DEPARTMENT PLANNING COMMISSION STAFF REPORT

HEARING DATE: October 19, 2017

AGENDA ITEM # 3

Project Description

APN: 0293-052-06, -07 through -09, -13,-14, -24 through -27; 0294-021-02,-03,-06
Applicant: Joseph E. Bonadiman & Associates, Inc. for Laura A. Ramirez
Community: Redlands/3rd Supervisorial District
Location: 950 ft. southwest of the corner of Beaumont Ave. and Whitter Ave.
Project No: P201700303
Staff: Christney Barilla
App Rep: Ed Bonadiman
Proposal: Establish a Land Conservation Contract and General Plan Amendment from RL-5 (Rural Living – 5 Acres Minimum) To RL-5-AP (Rural Living – 5 Acres Minimum - Agricultural Preserve) and RL-10 (Rural Living – 10 Acres Minimum) To RL-10-AP (Rural Living – 10 Acres Minimum - Agricultural Preserve) in order to expand an existing Agricultural Preserve - approximately 128 acres.

Newspaper Publication Date: October 08, 2017

Report Prepared By: Christney Barilla

SITE INFORMATION

Parcel Size 128 acres
 Terrain: Flat to moderate to above moderate slope.
 Vegetation: Citrus, avocado (83.17 acres in production) creek bed (.33 acre), open space (43.32 acres)

SURROUNDING LAND DESCRIPTION:

AREA	EXISTING LAND USE	LAND USE ZONING DISTRICT
Site	Agricultural, Single Family Residential Structure, Caretaker's Quarters, Pond	RL-5 (Rural Living – 5 Acres Minimum) and RL-10 (Rural Living – 10 Acres Minimum)
North	Single Family Residential Structures	City of Loma Linda
South	Vacant land	RL-10 (Rural Living – 10 Acres Minimum) and AG-10-AP (Agricultural – 10 Acres Minimum – Agricultural Preserve)
East	Agricultural Land, Single Family Residential Structures and Grazing Land	RL-10 (Rural Living – 10 Acres Minimum) and AG-10-AP (Agricultural – 10 Acres Minimum – Agricultural Preserve)
West	Vacant land	City of Loma Linda and RL-10 (Rural Living – 10 Acres Minimum)

AGENCY

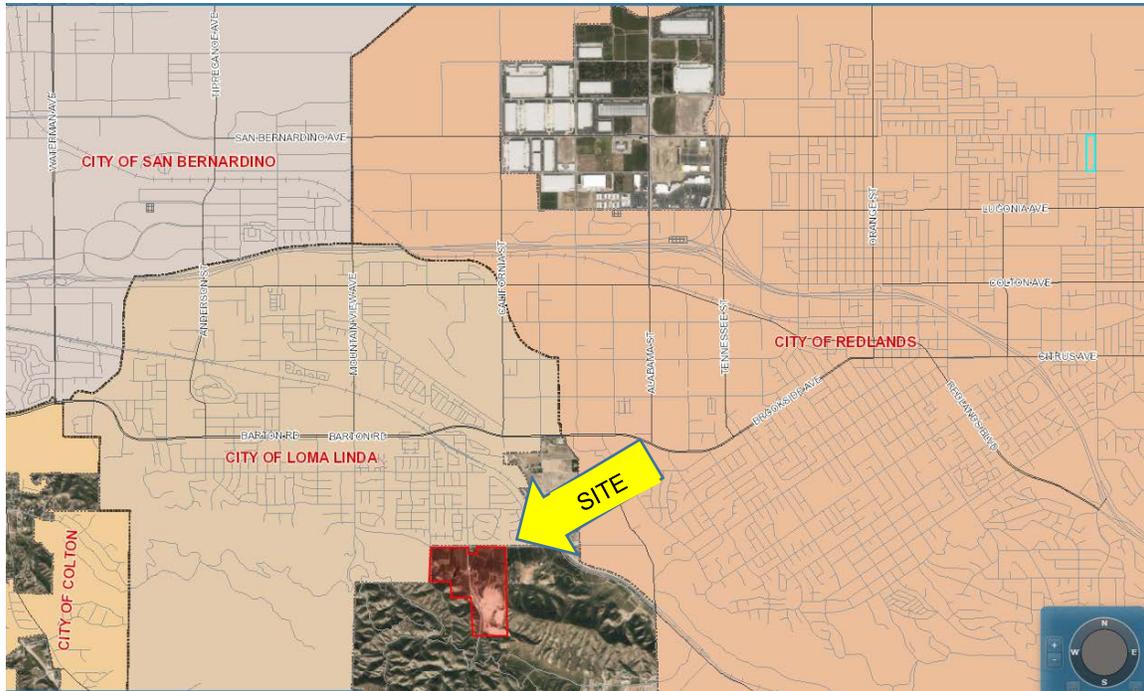
COMMENT

City Sphere of Influence:	City of Loma Linda	City of Loma Linda is in full support.
Water Service:	Private Well and City of Loma Linda Bear Valley Mutual Water Co. (Non-Potable)	Only APN 0293-052-07 served by City
Sewer Service:	Septic system	

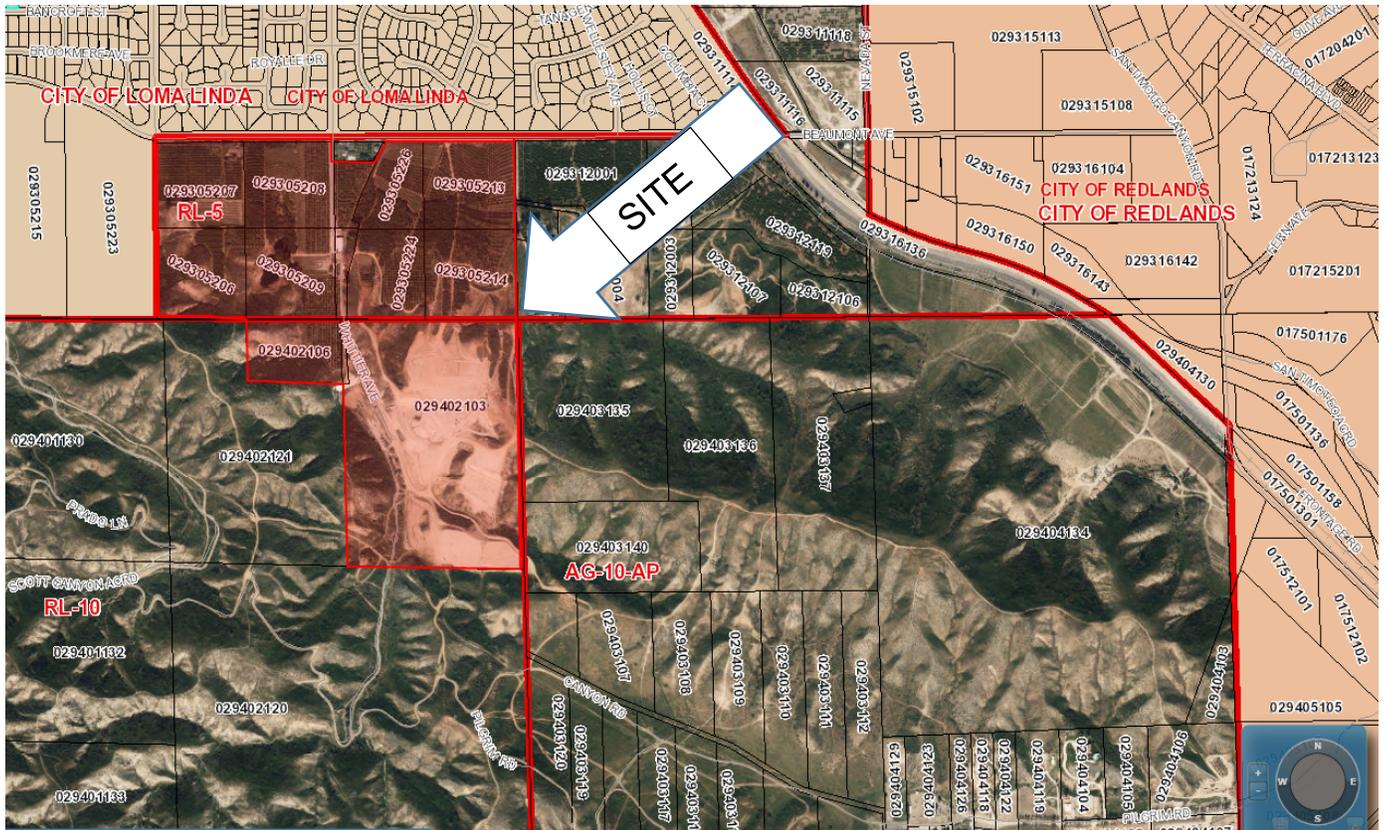
In accordance with Section 86.08.010 of the Development Code, the action taken by the Planning Commission may be appealed to the Board of Supervisors within ten (10) calendar days after the Planning Commission hearing.

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VICINITY MAP



OFFICIAL LAND USE DISTRICT MAP



SITE PHOTOS



SITE PHOTOS



SITE PHOTOS



SITE PHOTOS



PROJECT DESCRIPTION AND BACKGROUND

The applicant, Laura Ramirez, proposes a General Plan Amendment (GPA) to add approximately 128 acres to an existing agricultural preserve. The GPA entails adding the Agricultural Preserve (AP) overlay to the existing land use designations of RL-5 (Rural Living – 5 Acres Minimum) on approximately 79 acres and RL-10 (Rural Living – 10 Acres Minimum) on approximately 49 acres. The result will be new designations of RL-5-AP and RL-10-AP, and expansion of the existing Redlands – San Timoteo Area Agricultural Preserve to include the 128-acre site.

The applicant also proposes to enter into a Land Conservation Contract (LCC) with the County to guarantee maintenance of the 128-acre site in agricultural production of citrus and avocados, and in open space for a period of at least ten years. The subject property is located on the south side of Beaumont Avenue, on both sides of Whittier Avenue, in the sphere of influence of the City of Loma Linda. The 128 acre project area consists of thirteen (13) parcels which are currently in production of citrus or avocados or provide open space. Any parcel that includes a caretakers quarters or a single family residential structure also includes agricultural avocado or citrus production as a primary use.

The California Land Conservation Act of 1965 (Government Code Section 51200, et seq.), also known as the Williamson Act, is the State's principal policy for the preservation of agricultural and open-space land. It is a voluntary, locally administered program that provides a mechanism for local governments to protect farmland and open space in cooperation with the owners of the land. Landowners enroll parcels under contracts with local governments to restrict lands to agriculture and compatible open-space uses for a minimum of 10 years. In return, the land is assessed for property taxes at a rate consistent with its actual use rather than potential market value. Since the inception of the Williamson Act, the County has been eligible to receive subvention payments from the state to help cover the loss of property tax revenue. However, no such funding has been granted by the state since the 2008-2009 budget year. Amendments to the Budget Act of 2009 reduced the Williamson Act subvention payments budget to \$1,000, essentially suspending the subvention payments to the counties. Despite this cut to the subvention payments, the Department of Conservation's Williamson Act Program remains in place. Department of Conservation staff are still available as a resource to counties, individual landowners, and the general public.

The parcels proposed for enrollment in an LCC are not within the boundaries of an Agricultural Preserve, but are adjacent to an existing Agricultural Preserve. The proposed GPA will apply the AP overlay district to the subject property to add it to the existing Agricultural Preserve. By definition, the agricultural preserve consists of prime agricultural land, which qualifies for a rating between 80 to 100 on the Storie Index Rating. The Storie Index expresses numerically, on a 0-100 scale, the relative degree of suitability of soil for general intensive agricultural use, as it exists at the time of evaluation. Agricultural Preserve lands qualify for rating as Class I (soils well suited to intensive crop cultivation) or Class II (good agricultural soils) in the Soil Conservation Service Land Use Capability Classification.

According to the County Development Code, an AP Overlay shall be applied to properties within an Agricultural Preserve as defined in the Williamson Act and as designated on the General Plan land use maps. The Agricultural Preserve Overlay may be applied only to properties designated in the Resource Conservation (RC), Agriculture (AG), Rural Living (RL), and Floodway (FW) Land Use Zoning Districts. In addition, because the preservation of agricultural land uses is essential to the economic well-being of the County, the AP Overlay is intended to protect agriculture by limiting allowed land uses to those that are compatible and supportive of agriculture.

ANALYSIS

The proposed actions include a General Plan Amendment to add the AP Overlay designation to the subject site, pursuant to Section 82.01.030 (Overlays) of the County Development Code. If a property is located in an established agricultural preserve, which in this case will be expanded through amendment of the AP overlay district, then an LCC may be executed between the landowner and the County, subject to approval by the Board of Supervisors. Currently, the Redlands – San Timoteo Area Agricultural Preserve consists of approximately 860.47 acres of prime agricultural land. The 128-acre site consists of thirteen (13) parcels planted with citrus or avocados or in open space. The site is surrounded on the north by the City of Loma Linda, to the south by the RL-10 land use designation, and to the east and west by RL-10 and RL-5 lands and partially by the City of Loma Linda to the west.

California Government Code Section 51242 requires that land subject to a Williamson Act contract must be: 1) devoted to agricultural production or open space, and 2) located within an area designated by a city or county as an agricultural preserve. As the site already complies with the land use requirement, approval of the proposed GPA would satisfy the Agricultural Preserve requirement and justify approval of an LCC.

ENVIRONMENTAL DETERMINATION

In compliance with the California Environmental Quality Act (CEQA), the subject application qualifies for a Categorical Exemption pursuant to Section 15317 of the CEQA Guidelines. This exemption applies to establishment of agricultural preserves and land conservation contracts under the Williamson Act.

RECOMMENDATION:

That the Planning Commission recommend the following actions to the Board of Supervisors:

- A. **ADOPT** the recommended findings for approval of the Agricultural Preserve expansion and approval of the proposed Land Conservation Contract.
- B. **ADOPT** the General Plan Amendment from RL-5 to RL-5-AP and from RL-10 to RL-10-AP to expand an existing Agricultural Preserve designation by approximately 128 acres located generally south of the corner of Beaumont Ave. and Whitter Ave.
- C. **APPROVE** a Land Conservation Contract for the 128-acre site.
- D. **FILE** a Notice of Exemption.

ATTACHMENTS:

Exhibit A: Findings
Exhibit B: Draft Contract

EXHIBIT A

Findings

LAND CONSERVATION CONTRACT FINDINGS

General findings for a Land Conservation Contract proposed for approximately 128 acres located about 1350 ft. on both sides and to the south of the intersection of Whittier Avenue and Beaumont Ave in the unincorporated Redlands area of the County of San Bernardino within the Sphere of Influence of the City of Loma Linda.

1. The proposed land use conservation contract and the citrus, avocado agricultural use and the open space use are consistent with the goals, maps, policies, and standards of the General Plan and the Development Code.

General Plan – Conservation Element (CO)

GOAL CO 6. The County will balance the productivity and conservation of soil resources.

CO 6.3 Preservation of prime and statewide important soils types, as well as areas exhibiting viable agricultural operations will be considered as an integral portion of the Open Space element when reviewing development proposals.

Programs

1. Utilize the provisions of the Williamson Act to further the preservation of commercially viable agricultural open space and designate preserves on the Land Use Policy Maps.

Project Policy Implementation: The proposed Project will provide consistency by the expansion of the Agricultural Preserve Overlay and the Open Space Contract as defined by the Williamson Act.

2. The proposed land use conservation contract site will be within an established agricultural preserve with the expansion of the agricultural preserve by the proposed General Plan Amendment.
3. There is no substantial evidence that the project will have a significant effect on the environment, as determined and justified by the Notice of Exemption.

EXHIBIT B

Draft Contract

Recording Requested by:

County of San Bernardino
Land Use Services Department
Planning Division

and when recorded mail to above and:

Laura Anne Ramirez
P. O. Box 1525
Loma Linda, CA 92345

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY _____

LAND CONSERVATION CONTRACT
Contract Number 2017-604

THIS CONTRACT is made and entered into this **xxth day of December 2017**, by and between Laura Anne Ramirez hereinafter referred to as "OWNER", and the COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, OWNER possesses certain real property (Property) located within the COUNTY, which Property is presently devoted to agricultural and compatible uses and is particularly described in Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, said Property is located in the Redlands/San Timoteo Agricultural Preserve heretofore established by COUNTY by Resolution dated February 10, 1970, which referenced that Agricultural Preserve Map, and

WHEREAS, both OWNER and COUNTY desire to limit the use of said Property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such lands from agricultural uses, recognizing that such Property has definite public value as open space and that the preservation of such Property in agricultural production constitutes an important physical, social, aesthetic and economic asset to the COUNTY to maintain the agricultural economy of the COUNTY and the State of California, and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract are substantially similar to contracts authorized by the California Land Conservation Act of 1965, as amended (Government Code Section 51200, et seq.), so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

NOW, THEREFORE, the parties in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

(1) CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965, as amended, (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) and is subject to all the provisions, including amendments thereto which may be enacted, which are specifically applicable to such contracts.

(2) AGRICULTURAL AND COMPATIBLE USES. During the term of this Contract or any renewals thereof, the above-described Property shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed in the resolution establishing the preserve within which the land is located, a copy of such list is attached hereto and marked as Exhibit "B".

(3) ADDITIONAL USES. The Board of Supervisors of COUNTY may from time to time and during the term of this Contract or any extensions thereof, by resolution add to those uses listed in the resolution establishing the preserve within which the Property is located.

(4) CONDEMNATION. In the event of an action in eminent domain or on acquisition in lieu of eminent domain in respect to the Property, or any part thereof, described herein, this Contract shall be subject to the provisions of Government Code Section 51290 et seq.

(5) TERM OF CONTRACT. This Contract shall be effective commencing on January 1, 2018, and shall remain in effect for a period ending December 31, 2027, and during such renewals of this Contract.

This Contract shall be automatically extended for an additional year on the first day of each January (so that the un-expired term is ten (10) years from the first day of each January), unless notice of non-renewal is given pursuant to Government Code Section 51245 et seq. Upon receipt of timely notice of non-renewal by either party, this Contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Contract, as the case may be.

(6) NO PAYMENTS BY COUNTY. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived herefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of the Property described herein and any reduction thereof due to the imposition of the limitations on its use contained herein.

(7) SUCCESSORS IN INTEREST. This Contract shall run with the Property described herein, and shall be binding upon the heirs, successors and assigns of OWNER.

(8) CANCELLATION. Except as provided in Clause 9, below, this Contract may be cancelled as to any or all of the Property described in Exhibit "A" by mutual agreement of OWNER and COUNTY, providing such cancellation is strictly pursuant to the provisions of Government Code Sections 51280 through 51285.

(9) DIVISION OF PROPERTY UNDER CONTRACT. Whenever the Property under this Contract is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided Property, any of the rights of the owner of the original Contract, including the right to give notice of non-renewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of Property under Contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of divided Property.

(10) INFORMATION FROM OWNER. OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this Contract.

(11) ACTS OF NONRENEWAL BY COUNTY. Removal of Property under this Contract from an agricultural preserve shall be the equivalent of notice of non-renewal by COUNTY and COUNTY shall at least 60 days prior to the next renewal date following the removal, serve a notice of non-renewal as provided in Government Code Section 51245.

(12) TERMINATION DOCUMENT RECORDATION. In the event of termination of this Contract by (1) notice of non-renewal, (2) cancellation, (3) nullification by annexation or condemnation, the COUNTY shall record the appropriate documents in the County Recorder's Office and file such documents with any other governmental agency authorized to receive them.

(13) ANNEXATION OF PROPERTY WITHIN ONE MILE. In the event that the Property of OWNER, or any portion thereof, which is included in Exhibit "A" and is within one mile of the boundaries of a city at the time this Contract is executed, is subsequently annexed by such city, but such city by its acts does not succeed to all the rights, duties and powers of this Contract, then OWNER and the Property, or such portion thereof, shall be subject to a charge amounting to the differential (for the last five assessments prior to annexation, or the actual number of assessments, if less than five, during the existence of this Contract) between the taxes as actually computed under this Contract, and the taxes which would have been computed without the benefit of the restrictions of this Contract.

(14) NOTICES. Any notices required to be given hereunder or required to be given by law shall be given by United States registered mail, return receipt requested, and any notice to the COUNTY shall be sent to the Clerk of the Board of Supervisors of San Bernardino County, San Bernardino, CA 92415, and any notice to OWNER shall be sent to the last known address as shown on the latest assessment roll. Such address shall be the proper address for every person in the case of multiple owners.

(15) SEVERABILITY. It is understood and agreed by the parties hereto that if any of these provisions shall contravene the Land Conservation Act of 1965, as amended, or be invalid under any law, such contravention or invalidity shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

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

ATTEST:

COUNTY OF SAN BERNARDINO

By: _____
Laura H. Welch
Clerk of the Board of Supervisors

By: _____
Robert A. Lovingood, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO LEGAL FORM:

Dated: _____

JEAN RENE BASLE
County Counsel

By: _____
Deputy County Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____,
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that her/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS by hand and official seal.

Signature _____

NOTE: All owners, including multiple owners, and spouses, must execute this agreement. All signatures must be notarized, either separately or collectively. Please obtain the certification sheets necessary for the signatures and attach them after this page.

OWNER:

Laura Anne Ramirez, an unmarried woman

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On _____ before me, _____,
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that her/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS by hand and official seal.

Signature _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

TAX PARCEL NUMBER	EXACT DESCRIPTION FROM LAST TAX STATEMENT
0293-052-06	MAYBERRY AND WHITTIER SUB LOT 2 BLK 2 AND 33 FT ST VACATED ADJ ON W AND 33 FT ST VACATED ADJ ON S 9 AC
0293-052-07	MAYBERRY AND WHITTIER SUB LOT 3 BLK 2 AND 33 FT ST VACATED ADJ ON W 9 AC
0293-052-08	MAYBERRY AND WHITTIER SUB LOT 4 BLK 2 AND W 10 FT WHITTIER AVE CLOSED ADJ ON E AND TOGETHER WITH PTN OF WHITTIER AVE VACATED ADJ ON EAST
0293-052-09	MAYBERRY AND WHITTIER SUB LOT 1 BLK 2 AND W 1/2 WHITTIER AVE CLOSED ADJ ON E AND 33 FT ST VACATED ADJ ON S 9.50 AC
0293-052-13	MAYBERRY AND WHITTIER SUB LOT 4 BLK 1 AND 33 FT ROAD VACATED ADJ ON E 9.80 AC
0293-052-14	MAYBERRY AND WHITTIER SUB LOT 1 BLK 1 AND 33 FT ROAD VACATED ADJ ON E AND 33 FT STREET VACATED ADJ ON S 9.80 AC
0293-052-24	MAYBERRY & WHITTIER SUB LOT 2 BLK 1 EX DESC COM C/L INTERSECTION WHITTIER AVE AND BEAUMONT AVE TH S 89 DEG 38 MIN E ALG C/L BEAUMONT AVE 398.88 FT TH LEAVING C/L BEAUMONT AVE S 25 DEG 19 MIN 24 SECONDS W 438.90 FT TO TANGENT CURVE CONCAVE TO SE TH ALG SD CURVE WITH A RADIUS OF 997.43 FT THROUGH CENTRAL ANGLE 7 DEG 25 MIN 46 SECONDS AN ARC DISTANCE 129.34 FT TH S 17 DEG 53 MIN 38 SECONDS W 85.24 FT TH S 68 DEG 42 MIN 30 SECONDS E 57.18 FT TH S 13 DEG 01 MIN 59 SECONDS W 40.95 FT TO A PT ON N LI SD LOT 2 SD PT BEING TRUE POB TH S 13 DEG 01 MIN 59 SECONDS W 48.93 FT TH S 8 DEG 49 MIN 47 SECONDS W 108.28 FT TH S 16 DEG 53 MIN 4 SECONDS W 201.86 FT TH S 00 DEG 44 MIN 27 SECONDS W 311.78 FT TO A PT ON S LI SD LOT 2 TH N 89 DEG 41 MIN 30 SECONDS W ALG S LI SD LOT 2 71.35 FT TO AN ANGLE PT THEREIN TH N 89 DEG 38 MIN 00 SECONDS W 9.49 FT TO SW COR SD LOT 2 SD PT LYING ON C/L WHITTIER AVE TH N 00 DEG 26 MIN 37 SECONDS W ALG C/L SD WHITTIER AVE 660.19 FT TO A PT WHICH IS S 00 DEG 26 MIN 37 SECONDS E 660.19 FT FROM C/L INTERSECTION SD WHITTIER AVE AND BEAUMONT AVE SD PT BEING NW COR SD LOT 2 TH S 89 DEG 39 MIN 44 SECONDS E ALG

N LI SD LOT 2 176.30 FT TO POB TOGETHER WITH THAT PTN VACATED ST ADJ SD BLK 1 ON S LI SD BLK 1 (CC 7-23-86 #86-206467)

0293-052-25

MAYBERRY & WHITTIER SUB PTN LOT 2 BLK 1 AND E 1/2 WHITTIER AVE CLOSED ON W AND 33 FT ST VACATED ADJ ON S DESC COM C/L INTERSECTION WHITTIER AVE AND BEAUMONT AVE TH S89 DEG 38 MIN E ALG C/L BEAUMONT AVE 398.88 FT TH LEAVING C/L BEAUMONT AVE S 25 DEG 19 MIN 24 SECONDS W 438.90 FT TO TANGENT CURVE CONCAVE TO SE TH ALG SD CURVE WITH A RADIUS OF 997.43 FT THROUGH CENTRAL ANGLE 7 DEG 25 MIN 46 SECONDS AN ARC DISTANCE 129.34 FT TH S 17 DEG 53 MIN 38 SECONDS W 85.24 FT TH S 68 DEG 42 MIN 30 SECONDS E 57.18 FT TH S 13 DEG 01 MIN 59 SECONDS W 40.95 FT TO A PT ON N LI SD LOT 2 SD PT BEING TRUE POB TH S 13 DEG 01 MIN 59 SECONDS W 48.93 FT TH S 8 DEG 49 MIN 47 SECONDS W 108.28 FT TH S 16 DEG 53 MIN 40 SECONDS W 201.86 FT TH S 00 DEG 44 MIN 27 SECONDS W 311.78 FT TO A PT ON S LI SD LOT 2 TH N 89 DEG 41 MIN 30 SECONDS W ALG S LI SD LOT 2 71.35 FT TO AN ANGLE PT THEREIN TH N 89 DEG 38 MIN 00 SECONDS W 9.49 FT TO SW COR SD LOT 2 SD PT LYING ON C/L WHITTIER AVE TH N 00 DEG 26 MIN 37 SECONDS W ALG C/L SD WHITTIER AVE 660.19 FT TO A PT WHICH IS S 00 DEG 26 MIN 37 SECONDS E 660.19 FT FROM C/L INTERSECTION SD WHITTIER AVE AND BEAUMONT AVE SD PT BEING NW COR SD LOT 2 TH S 89 DEG 39 MIN 44 SECONDS E ALG N LI SD LOT 2 176.30 FT TO POB TOGETHER WITH THAT PTN VACATED ST ADJ SD BLK 1 ON S LI SD BLK 1

0293-052-26

MAYBERRY AND WHITTIER SUB LOT 3 BLK 1 EX THEREFROM DESC BEG C/L INTERSECTION WHITTIER AVE AND BEAUMONT AVE TH S 89 DEG 38 MIN E ALG C/L BEAUMONT AVE 398.88 FT TH S 25 DEG 19 MIN 24 SECONDS W 438.90 FT TO TANGENT CURVE CONCAVE TO SE TH ALG SD CURVE WITH A RADIUS 997.43 FT THROUGH CENTRAL ANGLE 7 DEG 25 MIN 46 SECONDS AN ARC DISTANCE 129.34 FT TH S 17 DEG 53 MIN 38 SECONDS W 85.24 FT TH S 68 DEG 42 MIN 30 SECONDS E 57.18 FT TH S 13 DEG 01 MIN 59 SECONDS W 40.95 FT TO A PT S LI SD LOT 3 TH N 89 DEG 39 MIN 44 SECONDS W 176.30 FT TO PT ON C/L WHITTIER AVE SD PT BEING SW COR SD LOT 3 TH N 00 DEG 26 MIN 37 SECONDS ALG C/L WHITTIER AVE 660.19 FT TO POB (CC 7-23-86 #86-206470)

0293-052-27

MAYBERRY AND WHITTIER SUB PTN LOT 3 BLK 1 DESC BEG C/L INTERSECTION WHITTIER AVE AND BEAUMONT AVE TH S 89 DEG 38 MIN E ALG C/L BEAUMONT AVE 398.88 FT TH S 25 DEG 19 MIN 24 SECONDS W 438.90 FT TO TANGENT CURVE CONCAVE TO SE TH ALG SD CURVE WITH A RADIUS 997.43 FT THROUGH CENTRAL ANGLE 7 DEG 25 MIN 46 SECONDS AN ARC DISTANCE 129.34 FT TH S 17 DEG 53MIN 38 SECONDS W 85.24 FT TH S 68 DEG 42 MIN 30 SECONDS E 57.18 FT TH S 13 DEG 01 MIN 59 SECONDS W 40.95 FT TO A PT S LI SD LOT 3 TH N 89 DEG 39 MIN 44 SECONDS W 176.30

FT TO PT ON C/L WHITTIER AVE SD PT BEING SW COR SD LOT 3 TH N 00 DEG 26 MIN 37 SECONDS ALG C/L WHITTIER AVE 660.19 FT TO POB EX COM AT PT 1320 FT N AND 964 FT W OF SE COR SEC 31 TP 1S R 3W TH S 27 DEG 32 MIN W 193.3 FT TH S 89 DEG 52 MIN W 290.55 FT TH N 171.2 FT TH N 89 DEG 52 MIN E 380.3 FT TO BEG TOGETHER WITH PTN OF WHITTIER AVE VACATED ADJ ON WEST

0294-021-02 COM AT NW COR LOT 1 SEC 6 TP 2S R 3W TH E 26.50 FT TH S 4 DEG 45 M1N E 366.45 FT TH W 51.97 FT TO PT ON W L1 SD LOT TH N 0 DEG 46 M1N W 366.05 FT TO POB .33 AC

0294-021-03 LOT 1 OR NE 1/4 NE 1/4 SEC 6 TP 2S R 3W EX COM AT NW COR SD LOT 1 TH E 26.50 FT TH S 4 DEG 45 MIN E 366.45 FT TH W 51.97 FT TO W LI SD LOT 1 TH N 0 DEG 46 MIN W 366.05 FT TO POB EX 1/2 MNL RTS

0294-021-06 PTN GOV LOT 2 OF N 1/2 NE 1/4 SEC 6 TP 2S R 3W DESC AS COM AT NE COR SD GOV LOT 2 TH W ALG N L1 SD GOV LOT 2 A D1STANCE OF 686 FT M/L TO A PT THAT 1S TH 1NTERSECT1ON OF W L1 PROJECTED S OF LOT 1 BLK 2 OF MAYBERRY WH1TT1ER SUB AND N L1 SD GOV LOT 2 TH S O DEG 46 M1N E 366.05 FT ON A L1 PARALLEL W1TH E L1 SD GOV LOT 2 TH E ON A L1 PARALLEL W1TH N L1 SD GOV LOT 2 A D1STANCE OF 686 FT M/L TO A PT 1N E L1 SD GOV LOT 2 TH N O DEG 46 M1N W 366.05 FT ALG E L1 GOV LOT 2 TO POB 5.77 AC

0299-081-11 LOT 3, BLOCK 4, CRAFTON TRACT, AS PER PLAT RECORDED IN BOOK 3 OF MAPS, PAGE 14, RECORDS OF SAID COUNTY

The location of the Agricultural Preserve in which the subject properties will be an expansion to the Redlands/San Timoteo Agricultural Preserve is shown in the San Bernardino Land Use Zoning Maps FH31A available at the public information counter of the County of San Bernardino Land Use Services Department or at the Departmental Website: <http://cms.sbcounty.gov/lus/Planning/ZoningOverlayMaps/ZoningMaps.aspx>

EXHIBIT B

UNIFORM RULES AND COMPATIBLE USES FOR AGRICULTURAL PRESERVES IN SAN BERNARDINO COUNTY

The following uses are subject to Land Use Zoning District and General Plan requirements and are hereby determined to be agricultural and compatible uses within an agricultural preserve and all other uses are prohibited therein:

- a. Compatible uses. The following land use types have been determined to be compatible:
- (1) Agricultural use, described as any use of land for the purpose of producing an agricultural commodity, consisting of any and all plant and animal products for commercial purposes, provided the use is permitted by the primary zoning district and not prohibited by other law or ordinance.
 - (2) A stand for display and sale of agricultural commodities produced on the premises or other premises within the preserve.
 - (3) Gas, electric, water, communication utility facilities, and similar public service facilities, operated by a public agency or mutual water company.
 - (4) Public highways.
 - (5) Fire protection facilities.
 - (6) Flood control works, including channel rectification and alteration.
 - (7) Public works required for fish and wildlife enhancement and preservation.
 - (8) Improvements for the primary benefit of the land within the preserve.
 - (9) State improvements described in Government Code Section 51293(d).
 - (10) Single dwellings only for the use of an owner or manager of land within the agricultural preserve, or a person employed on the land, if the use is permitted by the applicable primary zoning district, but not exceeding three dwellings for each parcel of not less than 10 acres.
 - (11) Farm labor camps, including temporary trailer housing, subject to all applicable requirements of this Development Code and all other applicable laws.
 - (12) Drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.
 - (13) A legal use existing on the date the land is included within an agricultural preserve, but any use since discontinued for two years shall not be resumed unless permitted under these rules.

- (14) A use required to be permitted by an amendment to the California Land Conservation Act of 1965 hereafter adopted.
 - (15) "Open space uses" as defined in Government Code Section 51201.
 - (16) Religious facilities. Total square footage of all structures on site shall not exceed 12,000 square feet. Minimum parcel size shall be 10 acres, unless the parcel was created before January 1, 1991, in which case the minimum parcel size shall be five acres.
 - (17) Agriculturally oriented schools with an approved Conditional Use Permit, subject to provisions adopted by the Board of Supervisors on November 3, 1980 regarding compatibility within an Agricultural Preserve.
 - (18) Resource Recovery Systems designed for the use of animal or plant products or waste for no less than 75 percent of their fuel or material source (percent measured as British Thermal Unit heat content for energy generation or percent of volume of materials consumed for agricultural products averaged over the current year of operation) for the production of a commodity for the primary benefit of the agricultural community or for the generation of electricity, unless prohibited by other law or ordinance.
 - (A) Any temporary or permanent use of more than 25 percent non-animal or plant products or waste (percent measured as described above) by an approved project is subject to Commission approval and their finding that an adequate animal or plant product or waste supply is not available to maintain the approved design output capacity of the project due to interruptions of delivery or elimination of the source beyond the feasible control of the applicant.
 - (B) Commission approval to exceed 25 percent non-animal or plant product or waste shall apply only as long as an adequate animal or plant product or waste supply is not available and subject to prohibition by other law or ordinance. Sludge materials shall not be permitted as an alternative source.
 - (19) Recreational uses as defined by California Government Code Subsections 51201(e) and (n), subject to Conditional Use Permit.
- b. Additional uses. Any use determined by the Board to be a compatible use in all agricultural preserves, after a public hearing with 10 days published notice and other notice as may be required. Thereafter, the use shall be deemed compatible in any agricultural preserve, provided that it is not inconsistent with uses listed in Subsection a., above.