

SHUTE, MIHALY & WEINBERGER LLP
ATTORNEYS AT LAW

E. CLEMENT SHUTE, JR. *
MARK I. WEINBERGER (1946-2005)
FRAN M. LAYTON
RACHEL B. HOOPER
ELLEN J. GARBER
TAMARA S. GALANTER
ANDREW W. SCHWARTZ
ELLISON FOLK
RICHARD S. TAYLOR
WILLIAM J. WHITE
ROBERT S. PERLMUTTER
OSA L. WOLFF
MATTHEW D. ZINN
CATHERINE C. ENGBERG
AMY J. BRICKER
GABRIEL M.B. ROSS
DEBORAH L. KEETH
WINTER KING
KEVIN P. BUNDY
* SENIOR COUNSEL

396 HAYES STREET
SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE: (415) 552-7272
FACSIMILE: (415) 552-5816
WWW.SMVLAW.COM

AMANDA R. GARCIA
JEANNETTE M. MACMILLAN
ISAAC N. BOWERS
HEATHER M. MINNER
ERIN B. CHALMERS
KRISTIN B. BURFORD

LAUREL L. IMPETT, AICP
CARMEN J. BORG, AICP
URBAN PLANNERS

CATHERINE C. ENGBERG
ENGBERG@SMVLAW.COM
(415) 552-7272 EXT. 250

July 16, 2009

Via E-Mail

Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971
c/o Nancy at pcbs@countyofplumas.com

Re: Thran Tentative Parcel Map 4-06/07-18

Dear Chair Thrall and Members of the Board of Supervisors:

We write this letter on behalf of the Cleveland National Forest Foundation ("CNFF") in support of staff's recommendation to uphold the Zoning Administrator's denial of this subdivision project ("the Project") due to its likely inconsistency with the County's General Plan Update. The Project should also be denied because the proposed parcelization of the subject property ("the Property") into 80-acre parcels is inconsistent with the applicable Williamson Act contract, an issue that was not adequately analyzed in the Initial Study/Mitigated Negative Declaration ("IS/MND").

CNFF is a nonprofit group dedicated to preserving the plants, animals and other natural resources of the Southern California mountains by protecting the land and water they need to survive. The Foundation is committed to sustainable regional land use planning in order to stem the tide of urban encroachment of our wild-lands. CNFF recognizes that maintaining large parcel sizes in agricultural preserves is key to protecting our State's precious natural resources.

This Project would subdivide a 250-acre parcel used for grazing and rangeland into 80-acre parcels for so-called gentleman farming. Such use is out of character with the surrounding rangeland, and wholly undermines efforts to preserve the rural nature of the Sierra Valley in the General Plan Update.

I. The Project is Inconsistent with the Plumas County General Plan Update.

The County's 1982 General Plan is woefully out of date. In May 2009, the State Office of Planning and Research granted an extension to the County to complete its General Plan Update based on several conditions. *See* Government Code § 65371(d) (authorizing OPR to condition its approval of extensions). Specifically, the County may only approve this Project if it adopts written findings based on substantial evidence in the record that there is (1) a reasonable probability that the Project will be consistent with the future general plan and (2) little or no probability that the Project will be detrimental to or interfere with the future adopted general plan. The County cannot make either of these findings.

As explained in the staff reports to both the Zoning Administrator and the Board of Supervisors, it is likely that this area in Sierra Valley will be downzoned in the General Plan Update, making the Project's proposed 80-acre parcels inconsistent with and interfering with the future adopted general plan. For example, Sierra County, which shares the Sierra Valley with Plumas County, has a much larger minimum parcel size of 640 acres. Furthermore, as explained in the June 12, 2007 letter from the County Agricultural Commissioner (attached as Exhibit A), the Project would be inconsistent with the surrounding area, which is entirely rangeland. The IS/MND for the Project recognizes that the Ag Commissioner's concerns regarding 80-acre parcels in this area will be considered as part of the General Plan Update. *See* IS/MND, p. 8. For these reasons alone, the appeal must be denied.

II. The Williamson Act Contract Prohibits 80-Acre Parcels.

The Property is located with County Agricultural Preserve No. 49, and is enrolled under a Williamson Act contract. *See* Exhibit B. This Contract prohibits parcelization of the Property into parcels less than 160 acres where the land is used for grazing. *See* Section C(3) of Exhibit C to the Contract. The proposed parcelization of this grazing land into 80-acre parcels is therefore inconsistent with this provision of the Contract.

Moreover, the Subdivision Map Act prohibits subdivision of land subject to a Williamson Act contract where the subdivision would "result in residential development not incidental to the commercial agricultural use of the land." Gov't Code §

66474.4. The applicant's plan to subdivide the Property into three 80-acre parcels for gentleman farming violates this requirement because the homes built on the smaller parcels will be merely incidental to the agricultural use of the Property.

III. The County Must Prepare an Environmental Impact Report for the Project.

The IS/MND fails to acknowledge, let alone analyze, the existence of the Williamson Act contract covering the Property. The document does not explain what agricultural activities are being undertaken on the Property, or what activities are anticipated following the proposed subdivision. As a result of the above-described inconsistencies with the Williamson Act contract, this Project will result in significant and unavoidable direct and cumulative impacts to agricultural resources, and requires the preparation of an environmental impact report ("EIR").

The IS/MND also fails to adequately analyze the land use impacts related to the Project's inconsistency with the General Plan Update. Because OPR has required this analysis as part of its conditions of granting the County an extension to complete the GPU, the document simply cannot conclude that there will be no land use impacts. *See* IS/MND, p. 21. The Project's likely inconsistency with the GPU results in a significant and unavoidable land use impact that must be analyzed in an EIR.

Conclusion

For the reasons set forth above, CNFF urges the Board to deny the appeal and uphold the Zoning Administrator's denial of the Project.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP



Catherine C. Engberg

Attachments

cc: Duncan McFetridge



Karl Bishop
Commissioner and Sealer

Plumas-Sierra Counties
Department of Agriculture

Agricultural Commissioner
Sealer of Weights and Measures



208 Fairgrounds Road
Quincy, California 95971
Phone: (530) 783-6305
Fax: (530) 783-4110

June 12, 2007

To: Jeremy Mills, Assistant Planner
From: Karl Bishop
Subject: Tentative Parcel Map 4-06/07-18

I am opposed to the division of Parcel Number 010-090-053 into three parcels of approximately 80 acres each. This will have a significant impact on Sierra Valley as this is an apparent attempt at sub-dividing the land to build additional housing. Breaking this parcel into three 80 acre parcels will allow 3 additional housing units to be built. This is inconsistent with the surrounding area which is totally rangeland.

This exact thing was done to the south of Dotta Lane if my memory serves me correctly. Those parcels are now for sale. It is not in the best interest of Plumas or Sierra County for that matter to break up the valley piecemeal. A bunch of 80 acre parcels with a house on each one with the residents having no interest in farming all over Sierra Valley will destroy the last large pristine valley in California.

An Environmental Impact Report is an absolute necessity for this project.

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LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 26 day of Feb. 1973
by and between John Church and
Plumas Co.

hereinafter referred to as "Owner", and the County of Plumas, a political sub-
division of the State of California, hereinafter referred to as "County";

W I T N E S S E T H:

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

WHEREAS, said property is devoted to agricultural uses; and

WHEREAS, said property is located within the AGRICULTURAL PRESERVE NO. 49
heretofore established by County; and

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

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

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

FIRST: This Contract is made and entered into pursuant to the California
Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the
Government Code of California commencing with Section 51200).

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

THIRD: The Board of Supervisors of County may from time to time and during

EXHIBIT B

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

FOURTH: In the event an action is established in eminent domain for condemnation of all or a portion of subject property for a public or quasi-public use as permitted under Sections 51290 through 51295 of the California Government Code, the terms of this Contract shall be null and void as of the date the action is filed; this Contract shall remain in full force and effect as to the remainder of subject property not so taken, unless such remaining land would no longer be eligible for Contract under Section 51242 of the California Government Code.

FIFTH: This Contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten (10) years therefrom. This Contract shall be automatically renewed on the first day of January of each year for a period of ten (10) years from the date of said renewal, unless notice of non renewal is given as provided in Section 51245 of the Government Code of California.

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

SEVENTH: Cancellation of this Contract may only be affected pursuant to the provisions of the California Government Code Sections 51280 through 51285.

EIGHTH: The Owner agrees that he, his successors and assigns shall not divide by sale or gift the property which is the subject of this Contract into a parcel under separate ownership having less than the number of acres stated in Section C of Uniform Rules - Resolution No. 2100.

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

TENTH: This Contract shall be cancelled without payments or public hearing if it is replaced by any other enforceable restrictions authorized by Article XXVIII of the California Constitution or whenever there is no operative legislation implementing said Article with respect to assessment practices.

ELEVENTH: The property of the Owner hereinabove referred to and to which

the provisions of this Contract apply is situated in the County of Plumas, State of California and is particularly described in Exhibit "A" which is attached hereto and made a part hereof as though fully set forth.

IN WITNESS WHEREOF, the Owner and County have executed this Contract, the day and year first above written.

COUNTY OF PLUMAS

By: Samuel Dean
Chairman of the Board of Supervisors

ATTEST:

Frederick Slater, County Clerk
Clerk of the Board of Supervisors

By: _____, Deputy Clerk

OWNER:

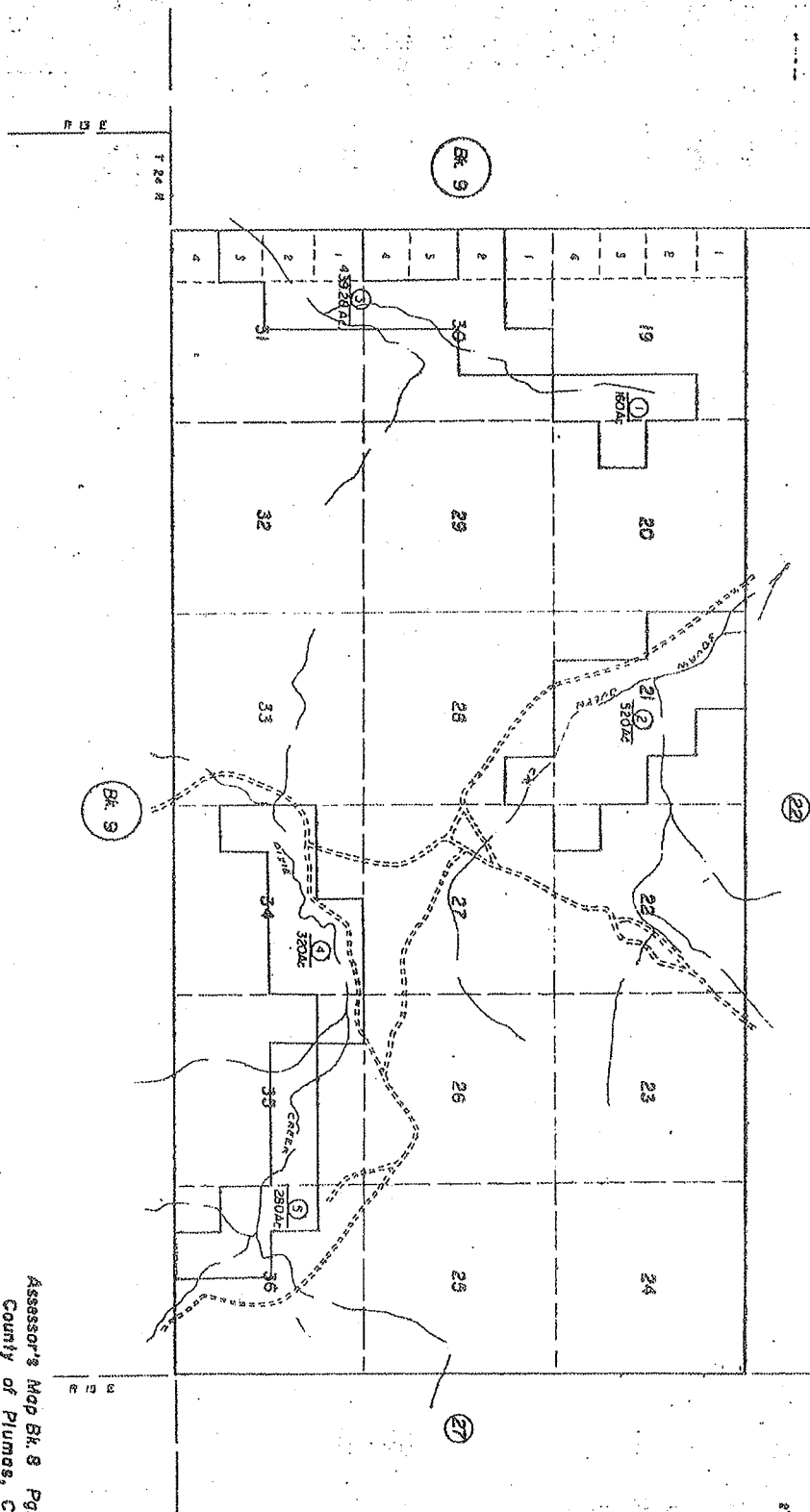
John Church

536 Exhibit "A"
page 1 of 3

S. 1/2 T. 25 N., R. 14 E., M.D.M.

Top Area Code
53-000

8-26

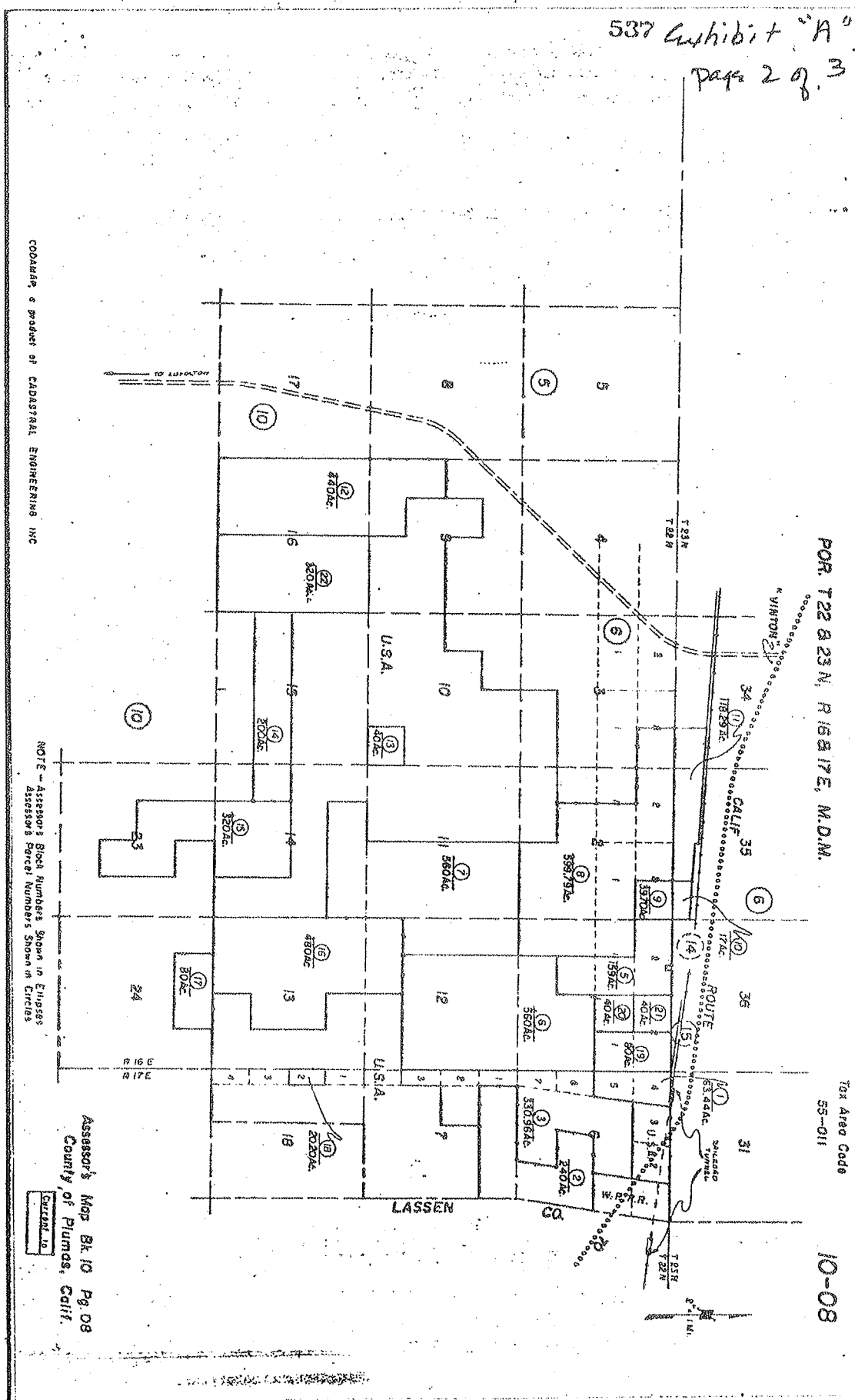


COMPARIS & PRODUCT OF CADASTRAL ENGINEERING INC.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 3 Pg. 26
County of Plumas, Calif.

Current 12



538 Exhibit "A"
page 3 of 3

POB. T22N, R15E16E, M.D.M.

Tax Map Code
55-002
55-003
55-004
55-011

10-09

CODASAP, a product of CADASTRAL ENGINEERING, INC.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 10 Pg. 09
County of Plumas, Calif.

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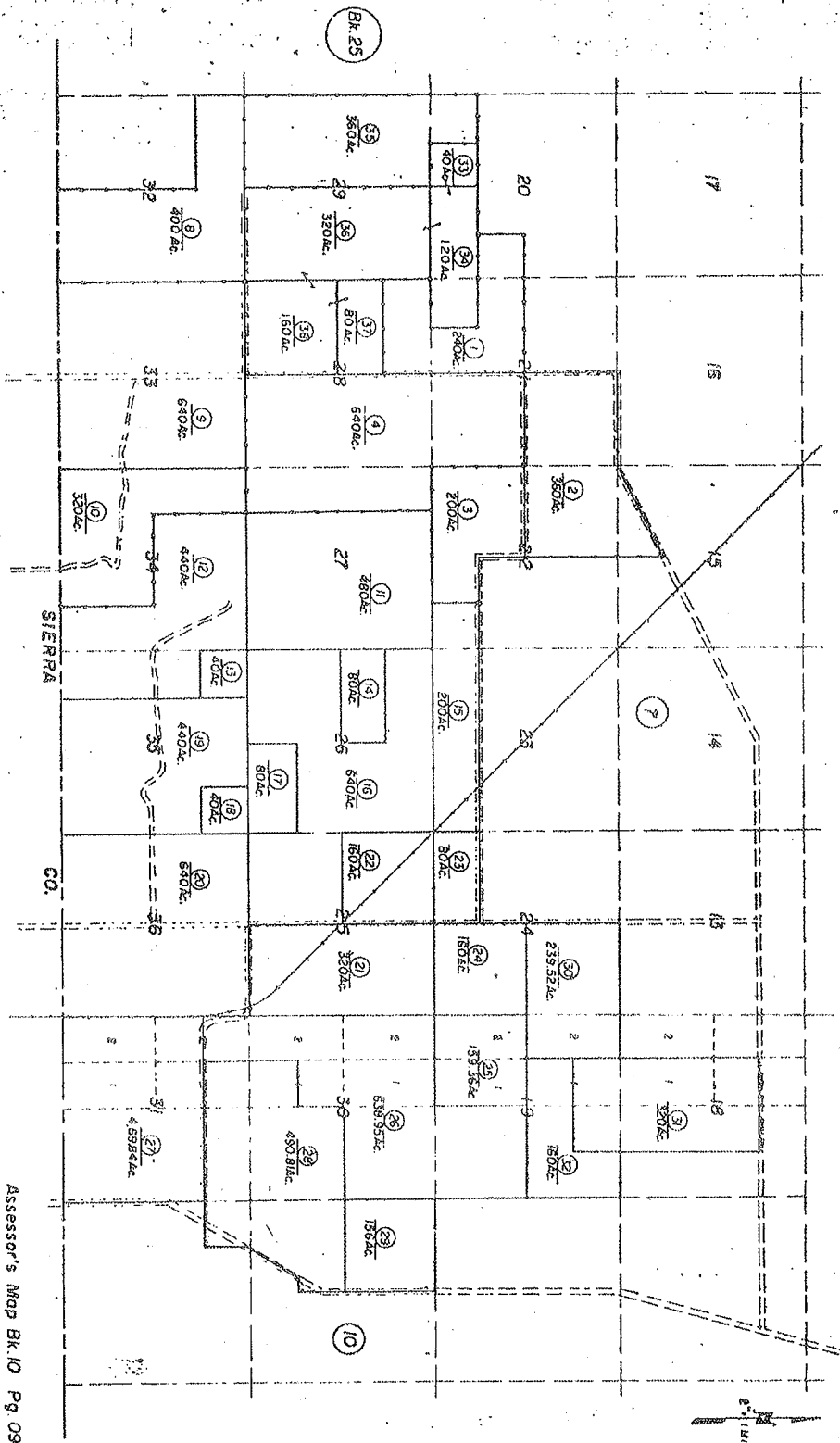


EXHIBIT "C"

PLUMAS COUNTY
LAND USE IN AGRICULTURAL PRESERVES

B. The basis for approval of a Contract with the applicant to be as follows:

1. The applicant uses his land for the production of food and/or fiber which is necessary to maintain the agricultural economy and employs a system of ranching or farming which aims at maintaining or increasing crop yield per unit area using normal cultural practices familiar to the area.
2. The applicant's property is used to support the agricultural economy or is devoted to compatible use as defined herein and does have a public value.

C. Minimum areas to be as follows:

1. That the minimum area for contract of horticultural type cultivation shall be ten (10) acres. The uses permitted for residential shall be one (1) family dwelling for the use of an owner or manager within the Agricultural Preserve or a person employed on said land; but not exceeding one (1) dwelling for each parcel of not less than ten (10) acres.

OR

2. That the minimum area for contract of field crops type of cultivation or for irrigated pastures* shall be eighty (80) acres. The uses permitted for residential shall be one (1) family dwelling for the use of an owner or manager within the Agricultural Preserve or a person employed on said land; but not exceeding one (1) dwelling for each parcel of not less than eighty (80) acres.

* A general guideline for determining what constitutes irrigated pasture is: Pastureland receiving 18 inches or more of irrigation water per growing season, 25% of which is received after July 15th.

OR

3. That the minimum area for contract of commercial timber type cultivation or land for grazing shall be one hundred sixty (160) acres. The uses permitted for residential shall be one (1) family dwelling for the use of an owner or manager within the agricultural preserve or a person employed on said land; but not exceeding (1) dwelling for each parcel of not less than one hundred sixty (160) acres.

4. That the aforementioned acreage limitations shall apply only to the use of the lands in question at the date of signing of the particular contract. After signing of a contract, the land owner may change the type of crop or agricultural use at the sole discretion of the land owner, but subject to the permitted uses described in Section D herein.

At the discretion of the Advisory Board, acreages of the types of production stated in 1, 2 and 3 above, may vary from that stated, provided the total area applied for is one hundred sixty (160) acres or more.

Page 2 - (EXHIBIT "C")

At the discretion of the Advisory Board, acreages may be less than indicated in 2 and 3 above, provided the acreage serves the purpose of the Land Conservation Act.

D. In addition to the minimum area as established in Section C, the following uses are hereby determined to be agricultural and compatible uses within the agricultural preserves and all other uses of land within agricultural preserves are prohibited.

1. Single family dwelling as provided in C-1, C-2, or C-3 above.
2. General farming, horticulture, commercial livestock, poultry production, warehousing and storage pertinent to the agricultural operation, timber and Christmas tree production.
3. Accessory buildings and uses pertinent to the permitted uses including agricultural processing plants.
4. Housing facilities (including trailers) to accomodate only agricultural employees and their families employed by the owner or operator of the premises and provided further that such housing facilities shall be considered accessory to the main building.
5. A stand or display for agricultural commodities produced on the premises. Sales of products produced off the premises provided that the sale of such products is incidental and secondary to the sale of agricultural products produced on the premises.
6. Compatible uses:
 - a. The drilling for and/or production of hydrocarbon, mineral and thermal production including the installation and use of such equipment, structures and facilities as are necessary.
 - b. Public utility and public services, including structures, uses and buildings.
 - c. Airport or aircraft landing facilities.
 - d. Farm labor camps.
 - e. Sand and gravel operations.
 - f. Flood control.
 - g. Wildlife enhancement and preservation.
 - h. Cemeteries
 - i. Any other use determined to be compatible use in all agricultural preserves by the Board of Supervisors after public hearing on ten (10) days published notice and such other notice if any as they may specify. And after, such use be deemed a compatible use in any agricultural preserve.

UIC

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RECORDED AT REQUEST OF
Co. Engineer
April 2, 1973
AT 45 PM. PAST 4
VOL 221 PAGE 533
Official Records
PLUMAS CO., CA. RECORDS

INDEXED

DOROTHY NEE MARLEY
RECORDER
FEE No Fee