

## RESOLUTION NO. 24-152

### **RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING A WILLIAMSON ACT CONTRACT FOR RAYMOND & TINA LUNARDI AND RONALD & CATHI LUNARDI AND JOLENE & PATRICK CORCORAN, APNs 033-180-42, -44, -73, 034-130-34, -35, -36, -37, -55, 035-060-23, 035-080-44, -45 (A\_2022-0006)**

WHEREAS, the applicant, Ray Lunardi, filed an application with the Mendocino County Department of Planning and Building Services to incorporate 1,950± acres of land into a Williamson Act contract, 5.5± miles south of Covelo, on the east side of Covelo Road (SR 162) 1.52± miles south of its intersection with Fairbanks Road (CR 327A), located at 56811, 58401, & 72501 Covelo Road, Covelo, and which areas are described in Exhibit "A" (the "Project"); APNs 033-180-42, -44, -73, 034-130-34, -35, -36, -37, -55, 035-060-23, 035-080-44, -45); General Plan Rangeland (RL) and Agricultural (AG); Zoning Rangeland (R-L) and Agricultural (A-G); Supervisorial District 3; and

WHEREAS, the Project has been determined to be Categorically Exempt from the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines; and

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a noticed public hearing on, July 3, 2024, at which time the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Project; and

WHEREAS, at the Planning Commission hearing on July 3, 2024, all interested persons were given an opportunity to be heard regarding the Project, and the Planning Commission did hear and make its recommendation to the Board of Supervisors on the Project; and

WHEREAS, the Board of Supervisors upon receipt of the Planning Commission's report did schedule a noticed public hearing to consider the applicant's request for said agricultural contract; and

WHEREAS, said public hearing was duly held on the 22<sup>nd</sup> day of October 2024, pursuant to proper notice and all evidence was received and the same fully considered; and

WHEREAS, Mendocino County has adopted Policies and Procedures for Agricultural Preserves and Williamson Act Contracts pursuant to Mendocino County Code section 22.08.010, which provide that no property shall be incorporated into an agricultural preserve and no application for a new Williamson Act contract shall be approved by the Board of Supervisors unless certain requirements are met; and

WHEREAS, the subject property of the Project was formerly subject to a Williamson Act contract that was non-renewed, but the agricultural preserve was never disestablished; and

WHEREAS, the Board of Supervisors has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Board of Supervisors regarding the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, based on the evidence in the record before it, makes the following findings:

**1. General Plan and Zoning Consistency Findings**

- a. The Project is consistent with the property's General Plan land use designation of Rangeland (RL) and Agricultural (AG) and with applicable goals and policies of the General Plan.
- b. The Project is consistent with the property's zoning district of Rangeland (R-L) and Agricultural (A-G) and is in conformance with Mendocino County Code Chapter 20.060 and 20.052.

**2. Environmental Finding**

The Project is categorically exempt from CEQA review per 14 CCR Section 15317 (Class 17 *Open Space Contracts or Easements*).

**3. Williamson Act and Agricultural Preserve Finding**

The Project is within an existing agricultural preserve and satisfies the eligibility requirement criteria set forth in Section 5.3 of the Policies and Procedures for Agricultural Preserves and Williamson Act Contracts.

BE IT FURTHER RESOLVED that the lands described in Exhibit "A", attached hereto and incorporated herein by this reference, be entered into a new contract, in a form approved by the Mendocino County Counsel, and that the owner shall cause to be recorded with the County Recorder's Office a map, written legal description and contract for the preserve in accordance with the established procedures of the County Recorder's Office; and

BE IT FURTHER RESOLVED that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitutes the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 501 Low Gap Road, Ukiah, CA 95482; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall transmit a certified copy of this resolution to the County Recorder of the County of Mendocino.

The foregoing Resolution introduced by Supervisor McGourty, seconded by Supervisor Haschak, and carried this 22<sup>nd</sup> day of October, 2024, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde and Williams  
NOES: None  
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
CHARLOTTE E. SCOTT  
County Counsel

  
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MAUREEN MULHEREN, Chair  
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

**EXHIBIT A**

**(as described in Document No. 2021-06431, Mendocino County Records)**

The land referred to herein is situated in the State of California, County of Mendocino, and is described as follows:

Tract 1:

Parcel One:

The North 1/2 of Section 36, Township 22 North, Range 13 West, Mount Diablo Meridian, lying easterly of State Highway 162.

Excepting therefrom so much of said land as conveyed in the deed to the State of California, in that certain deed recorded November 9, 1995, Book 2290, Official Records, Page 156, Mendocino County Records.

A.P.No.: 33-180-73

Parcel Two:

The South 1/2 of Section 36, Township 22 North, Range 13 West, Mount Diablo Meridian, lying Easterly of State Highway 162.

Excepting therefrom so much of said land as conveyed to the State of California, recorded November 28, 1989, Book 1792, Official Records, Page 283, Mendocino County Records.

A.P.No.: 33-180-42

Parcel Three:

All that real property situated in Section 1 and 12, Township 21 North, Range 13 West, Mount Diablo Meridian, lying Northerly of the Middle Fork of the Eel River; Easterly of State Highway 162 and Easterly of the following described line:

Beginning at a point in the centerline of State Highway 162; from which the Southwest corner of Section 34, Township 22 North, Range 13 West, Mount Diablo Meridian, bears North 86° 42' 27" West, 11,560.10 feet distant; thence leaving said Highway, South 50° 00' 00" East, 1200 feet; thence South 00° 00' 00" East, 3300 feet, more or less, to a point in the center of the Middle Fork of the Eel River.

A.P.No.: 35-060-23

Parcel Four:

The Southwest 1/4 of Section 30, Township 22 North, Range 12 West, Mount Diablo Meridian.

A.P.No.: 34-130-33

Parcel Five:

The West 1/2 of the Northwest 1/4 and Lots 1 & 2 of Section 31, Township 22 North, Range 12 West, Mount Diablo Meridian.

A.P.No.: 34-130-34

Parcel Six:

The East 1/2 of the Northwest 1/4 and Lot 3 of Section 31, Township 22 North, Range 12 North, Mount Diablo Meridian, and the Northeast 1/4 of the Northwest 1/4 of Section 6, Township 21 North, Range 12 West, Mount Diablo Meridian, excepting Lot 8.

A.P.No.: 34-130-34, 36; 35-080-44

Parcel Seven:

The West 1/2 of the East 1/2 of Section 31, Township 22 North, Range 12 West, Mount Diablo Meridian.

A.P.No.: 34-130-37

Parcel Eight:

Section 25, Township 22 North, Range 13 West, Mount Diablo Meridian, lying Easterly of State Highway 162.

APN: 33-180-44

Parcel Nine:

Section 6, Township 21 North, Range 12 West, Mount Diablo Meridian.

Excepting therefrom the Northeast 1/4 of the Northwest 1/4 of said Section 6.

Also excepting all of the lands lying Southerly of the Middle Fork of the Eel River.

Also excepting all of the lands lying Easterly of the existing road, which extends from the North line of said section to the ford on the Middle Fork of the Eel River.

A.P.No.: 35-080-45

Parcel Ten:

Any portion of the West 3/4 of Section 30, Township 22 North, Range 12 West, Mount Diablo Meridian lying South and West of the following described line:

Beginning at a point from which the Northeast corner of Section 29, Township 22 North, Range 12 West, Mount Diablo Meridian as shown on that certain Record of Survey filed in Map Case 2, Drawer 21, page 90, Mendocino County Records, California bears North 14° 09' 34" East, 5,421.99 feet distant; thence from said point of beginning North 88° 59' 31" West, 6,357.03 feet; then North 18° 07' 25" West, 782.05 feet; then North 00° 01' 38" West, 1,035.39 feet; then North 00° 00' 47" East, 634.55 feet; then North 54° 48' 00" West, 861.54 feet; then North 89° 59' 46" West, 1,936.03 feet; then North 00° 00' 19" East, 2,640.14 feet to the Section corner common to Sections 24 and 25, Township 22 North, Range 12 West, Mount Diablo Meridian.

Excepting therefrom the above described Parcels One through 10, any portion thereof lying North and East of the following described line:

Beginning at a point from which the Northeast corner of Section 29, Township 22 North, Range 12 West, Mount Diablo Meridian as shown on that certain Record of Survey filed in Map Case 2, Drawer 21, page 90, Mendocino County Records, California bears North 14° 09' 34" East, 5,421.99 feet distant; thence from said point of beginning North 88° 59' 31" West, 6,357.03 feet; then North 18° 07' 25" West, 782.05 feet; then North 00° 01' 38" West, 1,035.39 feet; then North 00° 00' 47" East, 634.55 feet; then North 54° 48' 00" West, 861.54 feet; then North 89° 59' 46" West, 1,936.03 feet; then North 00° 00' 19" East, 2,640.14 feet to the Section corner common to Sections 24 and 25, Township 22 North, Range 12 West, Mount Diablo Meridian.

Reserving therefrom, a non-exclusive appurtenant perpetual right of way and utility easement 60 feet in width for ingress, egress, and public utility purposes, lying over, under and across 30 feet on either side of the existing road, the approximate location of which is depicted on the map attached hereto as Exhibit "B" as "Reserved Easement #1."

Also reserving therefrom a non-exclusive perpetual right of way and utility appurtenant easement 50 feet in width lying over, under and across 25 feet on either side of the centerline of the existing road, for ingress and egress and public utility purposes the approximate location of which is depicted on the map attached hereto as Exhibit "B", as "Reserved Easement #2."

At Grantor's election, grantor may survey the course of the easements herein reserved or any portion thereof and may record in the Official Records of the County of Mendocino one or more records of survey of the same. However, before Grantor records such record of survey, Grantor shall submit the proposed record of survey to Grantee for Grantee's review, and Grantor shall obtain Grantee's written approval thereto. Upon the recordation of any such record of survey by the Grantor, the description of the easements contained shall be deemed to be the description contained in said record of survey.

The easements herein reserved shall also include the following rights:

1. The easements herein reserved shall be appurtenant to Parcels 46, 47, 58, 59, 50, 52, 53, 54, 55 of the Deed to BT Holdings recorded December 31, 1996 in Book 2385 of Official Records at page 146, Mendocino County Records, or any portion thereof and regardless of the number of divisions thereof and without limit to burden and shall not be diminished, restricted or otherwise affected by this division, redivision or change in use of any dominant tenement.
2. The right to use said easements for ingress, egress and public utility purposes, including without limitation, the right to use said easements for hauling timber and all forest products, as well as the right to use said easements for any commercial use and/or highway use. The easements reserved herein also include the right to make and construct all reasonably necessary and convenient poles, wires, cables, pipes, conduits, laterals, mains, guys, anchors and other fixtures and appurtenances, roadways, embankments, excavations, causeways, bridges, and other structures for road purposes and the right to construct, inspect, alter, repair, improve, replace and maintain the same; and with the further right to cut down and trim all trees, shrubs, limbs and undergrowth.
3. In the event the use and enjoyment of any portion of the easements herein contained is substantially obstructed or curtailed, regardless of the cause of said obstruction or curtailment, and provided said obstruction or curtailment of the use and enjoyment of said portion of said easements cannot be removed in the exercise of reasonable diligence, good faith efforts, and at reasonable cost to any person having ownership interest therein, said portion of said easements may be relocated subject to the following:
  - a. In the opinion of a licensed civil engineer, knowledgeable and experienced in the construction of roads in the coastal range of Mendocino County, relocation would substantially enhance the use and enjoyment of said easements; and
  - b. Said relocation is to a site recommended by said licensed civil engineer, which site shall be the site most proximate to the previous site of said easements consistent with sound engineering practices.
4. Maintenance of these reserved accesses shall be governed by the provisions of Civil Code Section 845, however, no holder of these easements shall be obligated to pay for upgrades or improvements beyond normal maintenance without mutual prior agreement between Grantor and Grantee.
5. The easements herein reserved shall also include the right to install a sign within or adjacent to Reserved Easement #2 near Highway 162 indicating that these easements may be used for access to the appurtenant lands. Grantor and Grantor's guests and invitees shall have the right to utilize

Reserved Easement #1 and Reserved Easement #2 at all times without any involvement of Grantee.

6. The right to hunt on these easements is not being reserved and is prohibited on these easements by the grantor's herein and their heirs, successors and assigns.
7. In addition to the right of relocation contained in Paragraph 3 above, the Grantee herein and their heirs, successors and assigns shall have the right, at Grantee's sole cost and expense, to move said existing road (comprising Reserved Easement #2) in a Northeasterly direction to the ridge which runs from the Northerly beginning of said road Southeasterly to the center of Section 31, Township 21 North, Range 12 West, Mount Diablo Meridian. Upon completion of a road in the new location as described above, the parties hereto and their heirs, successors and assigns shall be obligated to execute such documents as are necessary to change the record location of Reserved Easement #2 to conform to the location of the new road.

Tract 2:

A non-exclusive perpetual right of way and utility appurtenant easement for the benefit of Grantee and its successors and assigns 60 feet in width lying over, under and across 30 feet on either side of the centerline of the existing road, the approximate location of which is depicted on the map attached hereto as Exhibit "C", "ACCESS EASEMENT."

At Grantor's election, Grantor may survey the course of the easement herein reserved or any portion thereof and may record in the Official Records of the County of Mendocino one or more Records of Survey of the same. Upon the recordation of any such records of survey by the Grantors, the description of the easement contained shall be deemed to be the description contained in said record of survey.

The appurtenant easement herein granted shall also include the following rights, powers and interest in the property conveyed above:

1. The easement herein granted shall be appurtenant to Tract 1 above, and regardless of the number of divisions thereof and without limit to burden and shall not be diminished, restricted or otherwise affected by the division, redivision or change in use of any dominant tenement.
2. The easement herein granted includes the right to use said easement for ingress, egress and public utility purposes; the right to use said easement for hauling timber and all forest products, as well as the right to use said easement for any commercial use and/or highway use. The easement granted herein also includes the right to make and construct all reasonably necessary and convenient roadways, embankments, excavations, causeways, bridges, and other structures for road purposes and the right to repair, improve, replace and maintain the same.
3. In the event the use and enjoyment of any portion of the easement herein contained is substantially obstructed or curtailed, regardless of the cause of said obstruction or curtailment, and provided said obstruction or curtailment of the use and enjoyment of said portion of said easement cannot be removed in the exercise of reasonable diligence, good faith efforts, and at reasonable cost to any person having ownership interest therein, said portion of said easement may be relocated subject to the following:
  - a. In the opinion of a licensed civil engineer, knowledgeable and experienced in the construction of road in the coastal range of Mendocino County, relocation would substantially enhance the use and enjoyment of said easement; and
  - b. Said relocation is to a site recommended by said licensed civil engineer, which site shall be the site most proximate to the previous site of said easement consistent with sound engineering practices.

4. Maintenance of this granted easement shall be governed by the provisions of Civil Code Section 845, however, no holder of this easement shall be obligated to pay for upgrades or improvements beyond normal maintenance without mutual prior agreement between Grantor and Grantee.
5. The right to hunt on this easement is not being granted and is prohibited on these easement by the owners of the appurtenant lands or their guests.