



## Planning Director Staff Report Hearing on January 23, 2025

County of Ventura • Resource Management Agency

800 S. Victoria Avenue, Ventura, CA 93009 • (805) 654-2478 • [www.vcrma.org/divisions/planning](http://www.vcrma.org/divisions/planning)

### **BERYLWOOD AGRICULTURAL OFFICE, CONDITIONAL USE PERMIT (CUP) CASE NO. PL24-0054**

#### **A. PROJECT INFORMATION**

1. **Request:** The applicant requests approval of a reinstated Conditional Use Permit (CUP) to authorize the continued use and operation of an existing agricultural office, as an accessory use to an agricultural operation for a 25-year period (Case No. PL24-0054).
2. **Applicant/Property Owner:** Wonderful Citrus II, L.L.C., c/o: Craig B. Cooper, 5001 California Avenue, Suite 320, Bakersfield, California 93309
3. **Applicant's Representative:** Robert William Company, L.L.C., c/o: Wade Lewis, P.O. Box 1025, Santa Paula, California 93061
4. **Decision-Making Authority:** Pursuant to the Ventura County Non-Coastal Zoning Ordinance (NCZO) (Section 8105-4), the Planning Director is the decision-maker for the requested CUP.
5. **Project Site Size, Location, and Parcel Number:** The 38.50-acre project site is located at 4421 Berylwood Road, near the intersection of Berylwood Road and Bradley Road, near the community of Somis, in the unincorporated area of Ventura County. The Tax Assessor's parcel number for the parcel that constitutes the project site is 112-0-010-025 (Exhibit 2).
6. **Project Site Land Use and Zoning Designations (Exhibit 2):**
  - a. Countywide General Plan Land Use Map Designation: Agricultural
  - b. Zoning Designation: AE-40 ac. (Agricultural Exclusive, 40-acre minimum lot area)
7. **Adjacent Zoning and Land Uses/Development (Exhibit 2):**

Location in Relation to the Project Site	Zoning	Land Uses/Development
North	AE-40 ac. (Agricultural Exclusive, 40-acre minimum lot area)	Citrus Orchard
East	RA-2 ac. (Rural Agricultural, two-acre minimum lot area)	Citrus Orchard; Single-Family Dwelling; Accessory Buildings

Location in Relation to the Project Site	Zoning	Land Uses/Development
South	AE-40 ac.	Row Crops; Single-Family Dwelling; Accessory Buildings
West	AE-40 ac.	Citrus Orchard; Accessory Buildings

- 8. History:** October 30, 2000, CUP-5138 was granted for a 1,440 square foot agricultural office within a citrus orchard for a 20-year period. This permit expired on October 8, 2020.

On May 9, 2023, a Notice of Violation (CV23-0319) was issued by the Ventura County Code Compliance Division for the continued use of the agricultural office operating under an expired CUP.

On May 16, 2024, the Planning Division received the subject application (PL24-0054) requesting reinstatement of the expired CUP. Reinstatement of the CUP would authorize the continued use and operation of the existing, previously approved agricultural office for an additional 25-year term.

- 9. Project Description:** The applicant requests that a reinstated CUP be granted for the continued use and operation of an existing 1,440 square foot agricultural office for a 25-year term. The agricultural office would be accessory to, and in support of, the existing agricultural operation (citrus orchard) located on the remainder of the 38.50-acre project site. Pursuant to Section 8107-20.3.2 of the Ventura County Non-Coastal Zoning Ordinance (NCZO), a CUP is required because the size of the existing agricultural office exceeds 700 square feet and the lot size is less than 100 acres. The requested CUP supersedes CUP-5138, which expired on October 8, 2020. Five employees would continue to work at the office. Hours of operation would continue to be Monday to Friday from 7:00 am to 5:00 pm PT. Water would continue to be provided by Waterworks District No. 19 (Somis) and sewage disposal provided by a private, onsite septic system. The property is secured with onsite cameras and an alarm system. No physical changes are proposed with this CUP. Granting of this CUP abates violation CV23-0319. The proposed project plans, which detail the above-described project specifics are included as Exhibit 3.

**B. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE**

Pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (Title 14, California Code of Regulations, Division 6, Chapter 3, Section 15000 et seq.), the proposed project is subject to environmental review.

The State Legislature through the Secretary for Resources has found that certain classes of projects are exempt from CEQA environmental impact review because they do not have a significant effect on the environment. These projects are declared to be categorically exempt from the requirement for the preparation of environmental impact documents. The proposed project involves the continued use of an existing 1,440 square

foot agricultural office, as an accessory use to an existing agricultural operation. The project thus qualifies for a Class 1 Categorical Exemption from environmental review pursuant to California Environmental Quality Act under Section 15301 (Existing Facilities) of the CEQA Guidelines. Further, the project will not trigger any of the exceptions to the exemptions listed under CEQA Guidelines Section 15300.2.

Therefore, this project is categorically exempt pursuant to Section 15301 of the CEQA Guidelines, and no further environmental review is required.

**C. CONSISTENCY WITH THE GENERAL PLAN**

The proposed project has been analyzed and determined to be consistent with all applicable General Plan policies. A consistency analysis which evaluates the project’s consistency with the policies of the General Plan is included as Exhibit 4 of this staff report.

**D. ZONING ORDINANCE COMPLIANCE**

The proposed project is subject to the requirements of the Ventura County NCZO.

Pursuant to the Ventura County NCZO (Section 8105-4 and 8107-20.3.2), the proposed use is allowed in the AE-40 ac. zone district with the granting of a CUP. Upon the granting of the CUP, the proposed project would comply with this requirement.

The proposed project includes the use of a building that would be subject to the development standards of the Ventura County NCZO (Section 8106-1.1). Table 1, below, lists the applicable development standards and a description of whether the proposed project would comply with the listed development standards.

**Table 1 – Development Standards Consistency Analysis**

Type of Requirement	Zoning Ordinance Requirement	Complies?
Minimum Lot Area (Gross)	40 acres	No. However, General Plan Land Use Policy LU-4.4. states that, “The County shall not prohibit the use or development of a parcel which is a legal lot for the purposes of the County Subdivision Ordinance, but which fails to meet the minimum parcel size requirements of the applicable land use designation, solely by reason of such failure...” The minimum lot size for the zone is 40 acres and the parcel is 38.50 acres. However, the subject parcel is a legal lot and may be utilized and/or developed consistent with this policy.
Maximum Percentage of Building Coverage	Five percent	Yes, the total building coverage is approximately 7,400 square feet, or approximately 0.4 percent.

**Table 1 – Development Standards Consistency Analysis**

Type of Requirement	Zoning Ordinance Requirement	Complies?
Front Setback	20 feet	Yes, the front setback is approximately 80 feet.
Side Setback	10 feet	Yes, the side setback is approximately 120 feet.
Rear Setback	15 feet	Yes, the rear setback is variable; however, it would exceed the 15-foot requirement.
Maximum Building Height	15 feet (Accessory Structure)	Yes, the existing agricultural office is approximately 12 feet tall.

**E. CUP PERMIT FINDINGS AND SUPPORTING EVIDENCE**

The Planning Director must make certain findings in order to grant a CUP pursuant to Section 8111-1.2.1.1a of the Ventura County NCZO. The ability to make the required findings is evaluated below.

- 1. The proposed development is consistent with the intent and provisions of the County's General Plan and of Division 8, Chapters 1 and 2, of the Ventura County Ordinance Code [Section 8111-1.2.1.1a.a].**

Based on the information and analysis presented in Sections C and D and Exhibit 4 of this staff report, the finding that the proposed development is consistent with the intent and provisions of the County's General Plan and of Division 8, Chapters 1 and 2, of the Ventura County Ordinance Code can be made.

- 2. The proposed development is compatible with the character of surrounding, legally established development [Section 8111-1.2.1.1a.b].**

The existing agricultural office would continue to be accessory to and support an existing agricultural operation, which was initially permitted in 2000 (CUP-5138). With the implementation of the proposed Project, the general appearance of the office would not change and therefore, the compatibility with the character of the surrounding legally established development and land uses in the area also would not change.

Based on the discussion above, this finding can be made.

- 3. The proposed development would not be obnoxious or harmful, or impair the utility of neighboring property or uses [Section 8111-1.2.1.1a.c].**

As discussed in Sections C, D and E.2 (above), the proposed Project would include continued operation of an existing agricultural office. No adverse effects on neighboring properties or ongoing uses have been identified that would result from implementation of the proposed Project. Additionally, conditions of approval



(Exhibit 8) would be imposed on the Project to ensure the compatibility of the Project with the ongoing uses in the vicinity.

Based on the discussion above, this finding can be made.

**4. The proposed development would not be detrimental to the public interest, health, safety, convenience, or welfare [Section 8111-1.2.1.1a.d].**

The proposed Project would not create any adverse effects on the environment or the use of adjacent properties. Similarly, no effect of the Project has been identified that would be detrimental to the public interest, health, safety, or welfare.

Based on the discussion above, this finding can be made.

**5. The proposed development, if allowed by a Conditional Use Permit, is compatible with existing and potential land uses in the general area where the development is to be located [Section 8111-1.2.1.1a.e].**

The existing agricultural office would continue to be located amongst agricultural farmland and the location of the office is not proposed to change. Additionally, the project would be consistent with the terms of the Williamson Act (Exhibit 5), Land Conservation Act (LCA) Contract No. 51-3.17 (Exhibit 6), and the LCA Guidelines (Exhibit 7). Finally, conditions of approval (Exhibit 8) would be imposed on the Project to ensure that the office would remain compatible with existing and ongoing uses nearby. No new development is currently proposed on any of the surrounding parcels.

Based on the discussion above, this finding can be made.

**6. The proposed development will occur on a legal lot [Section 8111-1.2.1.1a.f].**

The lot was created in its current configuration as Parcel 1 of Parcel Map 5508 on Page 1 of Book 67. Thus, the lot has been determined to be a legal lot.

Based on the discussion above, this finding can be made.

**7. The proposed development is approved in accordance with the California Environmental Quality Act and all other applicable laws [Section 8111-1.2.1.1a.g].**

The Project was reviewed by multiple County of Ventura agencies. Pursuant to the CEQA guidelines and through careful analysis, the Project was determined to qualify for a categorical exemption under CEQA Section 15301 (Existing Facilities).

Based on the discussion above, this finding can be made.

**8. The establishment or maintenance of this use will not significantly reduce, restrict or adversely affect agricultural resources or the viability of agricultural operations in the area [Section 8111-1.2.1.2.a].**

As discussed in Sections C and D (above) and in Exhibit 4, no ground disturbance or expansion of the office is proposed, and therefore, there would be no impacts to agricultural land or production by the implementation of the Project.

Based on the discussion above, this finding can be made.

**9. The structures will be sited to minimize conflicts with agriculture, and other uses will not significantly reduce, restrict or adversely affect agricultural activities on-site or in the area, where applicable [Section 8111-1.2.1.2.b].**

The existing agricultural office has been in operation since 2000. The Project would not request to change the siting or size of the office and therefore, no conflicts with agricultural operations would occur by the implementation of the Project.

Based on the discussion above, this finding can be made.

**10. The use will be sited to remove as little land from agricultural production (or potential agricultural production) as possible [Section 8111-1.2.1.2.c].**

As discussed in Section E.9 (above), the agricultural office is existing with no proposed change in siting or size and therefore, no agricultural land would be removed by the implementation of the Project.

Based on the discussion above, this finding can be made.

**F. PLANNING DIRECTOR HEARING NOTICE, PUBLIC COMMENTS, AND JURISDICTIONAL COMMENTS**

The Planning Division provided public notice regarding the Planning Director hearing in accordance with the Government Code (Section 65091), Ventura County NCZO (Section 8111-3.1). On January 13, 2025, the Planning Division mailed notice to owners of property within 300 feet of the property on which the project site is located. On January 13, 2025, the Planning Division placed a legal ad in the *Ventura County Star*.

**G. RECOMMENDED ACTIONS**

Based upon the analysis and information provided above, Planning Division Staff recommends that the Planning Director take the following actions:

1. **CERTIFY** that the Planning Director has reviewed and considered this staff report and all exhibits thereto, and has considered all comments received during the public comment process.

2. **FIND** that this project is categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) the CEQA Guidelines.
3. **MAKE** the required findings to grant a CUP pursuant to Section 8111-1.2.1.1 of the Ventura County NCZO, based on the substantial evidence presented in Section E of this staff report and the entire record;
4. **GRANT** Conditional Use Permit, Case No. PL24-0054, subject to the conditions of approval (Exhibit 8).
5. **SPECIFY** that the Clerk of the Planning Division is the custodian, and 800 S. Victoria Avenue, Ventura, CA 93009 is the location, of the documents and materials that constitute the record of proceedings upon which this decision is based.

The decision of the Planning Director is final unless appealed to the Planning Commission within 10 calendar days after the permit has been approved, conditionally approved, or denied (or on the following workday if the 10<sup>th</sup> day falls on a weekend or holiday). Any aggrieved person may file an appeal of the decision with the Planning Division. The Planning Division shall then set a hearing date before the Planning Commission to review the matter at the earliest convenient date.

If you have any questions concerning the information presented above, please contact John Kessler at (805) 654-2461 or [john.kessler@ventura.org](mailto:john.kessler@ventura.org).

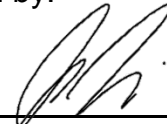
Prepared by:



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John Kessler, Case Planner  
Commercial and Industrial Permits  
Ventura County Planning Division

Reviewed by:

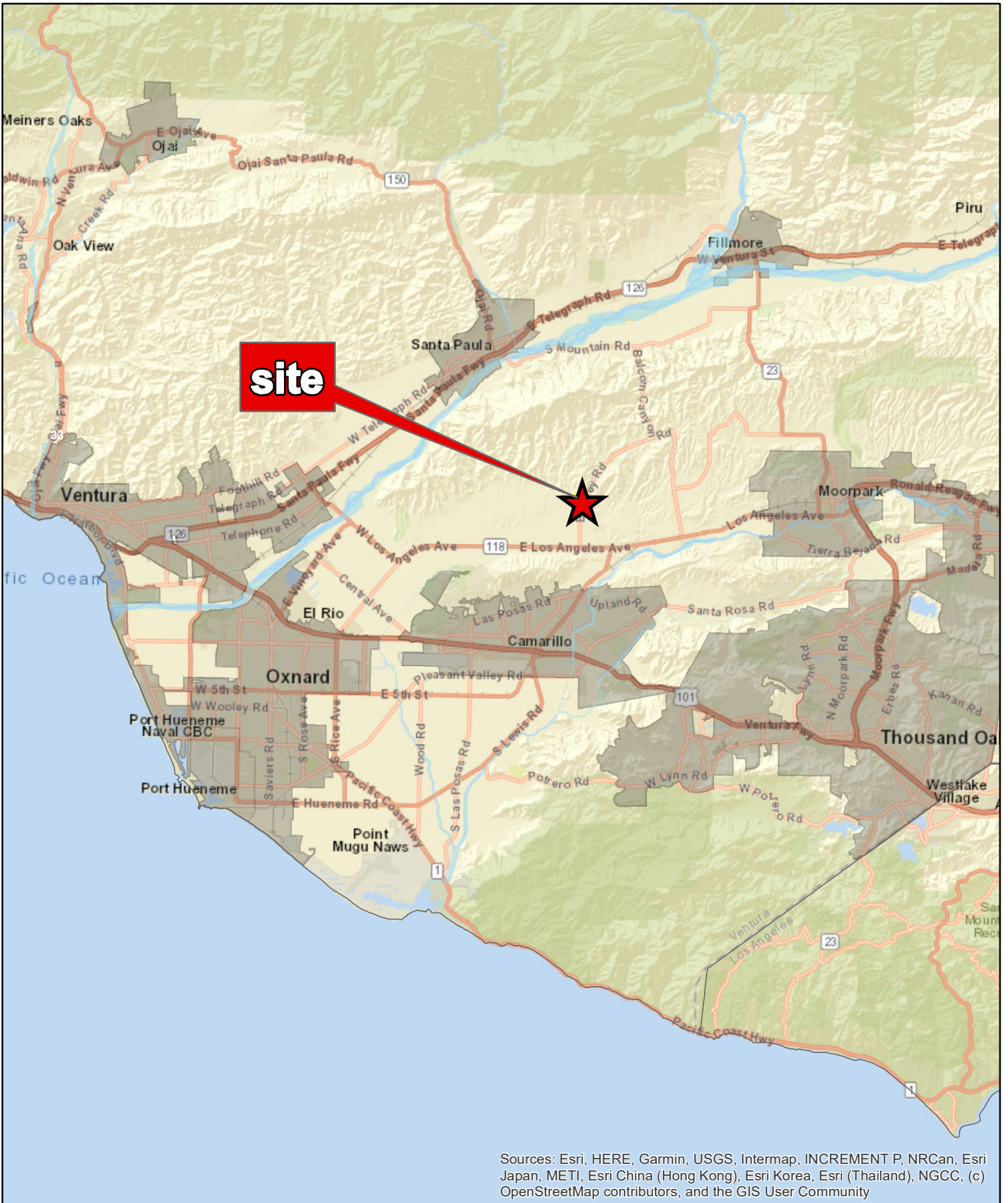


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John Novi, Manager  
Commercial and Industrial Permits  
Ventura County Planning Division

## EXHIBITS

- |           |                                     |
|-----------|-------------------------------------|
| Exhibit 2 | Maps                                |
| Exhibit 3 | Site Plan                           |
| Exhibit 4 | General Plan Consistency Analysis   |
| Exhibit 5 | Williamson Act Consistency Analysis |
| Exhibit 6 | LCA Contract No. 51-3.17            |
| Exhibit 7 | Ventura County LCA Guidelines       |
| Exhibit 8 | Conditions of Approval              |



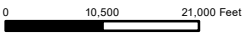
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Ventura County, California  
 Resource Management Agency  
 GIS Development & Mapping Services  
 Map created on 05-21-2024

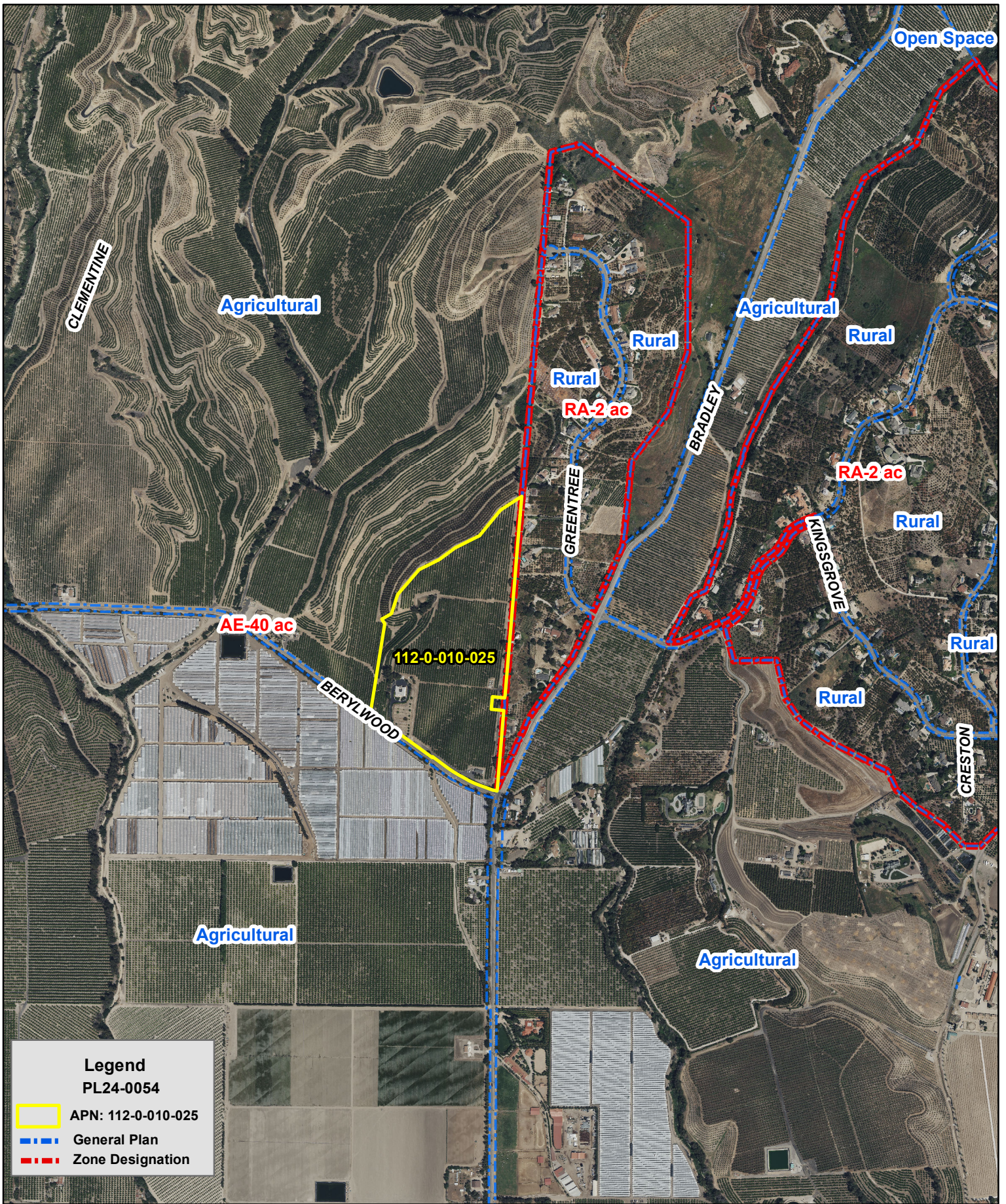


**County of Ventura  
 Planning Director Hearing  
 January 23, 2025  
 Case No. PL24-0054  
 Exhibit 2 - Maps  
 Location**



Disclaimer: This Map was created by the Ventura County Resource Management Agency, Mapping Services - GIS which is designed and operated solely for the convenience of the County and related public agencies. The County does not warrant the accuracy of this map nor does it involve a risk of economic loss or physical injury should be made in reliance thereon.





**Legend**  
**PL24-0054**

- APN: 112-0-010-025
- General Plan
- Zone Designation



Ventura County, California  
 Resource Management Agency  
 GIS Development & Mapping Services  
 Map Created on 1-2-2025  
 This aerial imagery is under the  
 copyrights of Vexcel 2022



**County of Ventura**  
**Planning Director Hearing**  
**January 23, 2025**  
**Case No. PL24-0054**  
**Exhibit 2 - Maps**  
**General Plan & Zoning**



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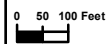




Ventura County, California  
Resource Management Agency  
GIS Development & Mapping Services  
Map Created on 05-21-2024  
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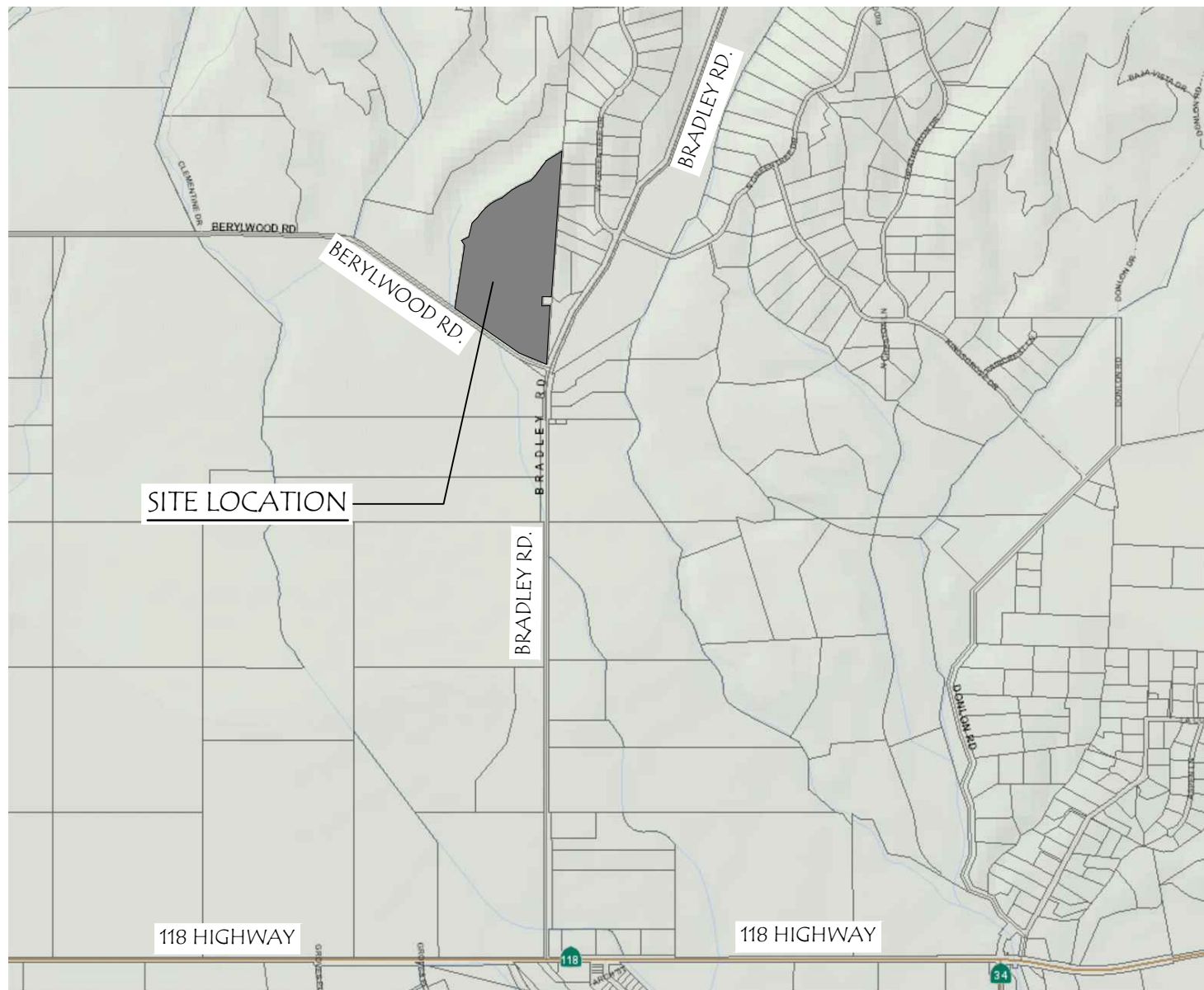
County of Ventura  
Planning Director Hearing  
January 23, 2025  
Case No. PL24-0054  
Exhibit 2 - Maps  
Aerial Imagery



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VICINITY MAP N.T.S.

### CONTACT INFORMATION

PLAN PREPARATION:  
 ROBERT WILLIAM COMPANY  
 812 RAILROAD AVENUE  
 SANTA PAULA, CA 93060  
 (805) 525-6400

OWNER:  
 LEMON 500, LLC  
 4421 BERYLWOOD RD.  
 SOMIS, CA 93066

### PROJECT DATA

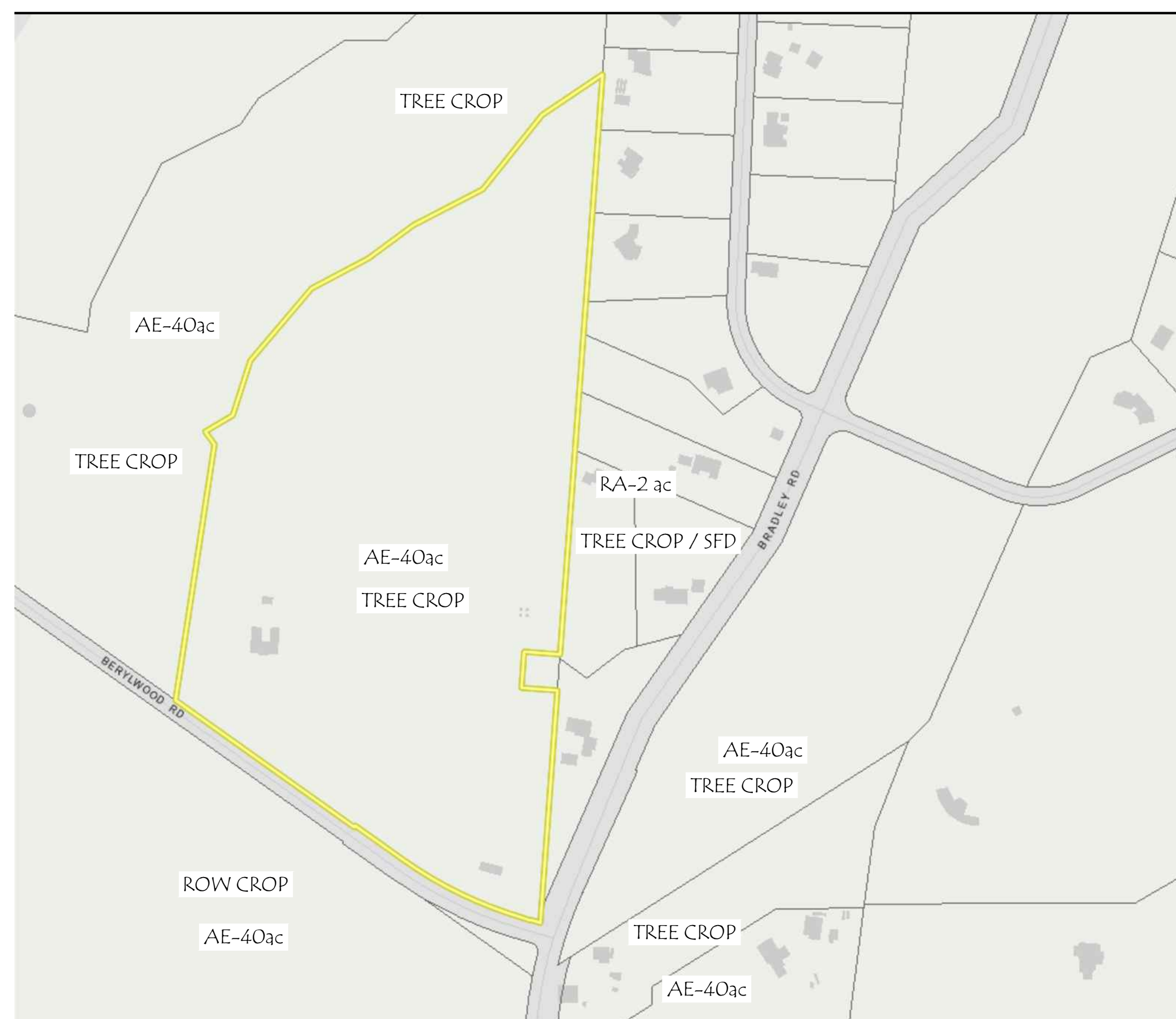
ADDRESS: 4421 BERYLWOOD RD.  
 SOMIS, CA 93066  
 APN: 112-0-010-025  
 (110-0-400-020) OLD  
 LOT SIZE: 40.07 ACRES  
 ZONING: AE-40 - AGRICULTURAL EXCLUSIVE

### SCOPE OF WORK

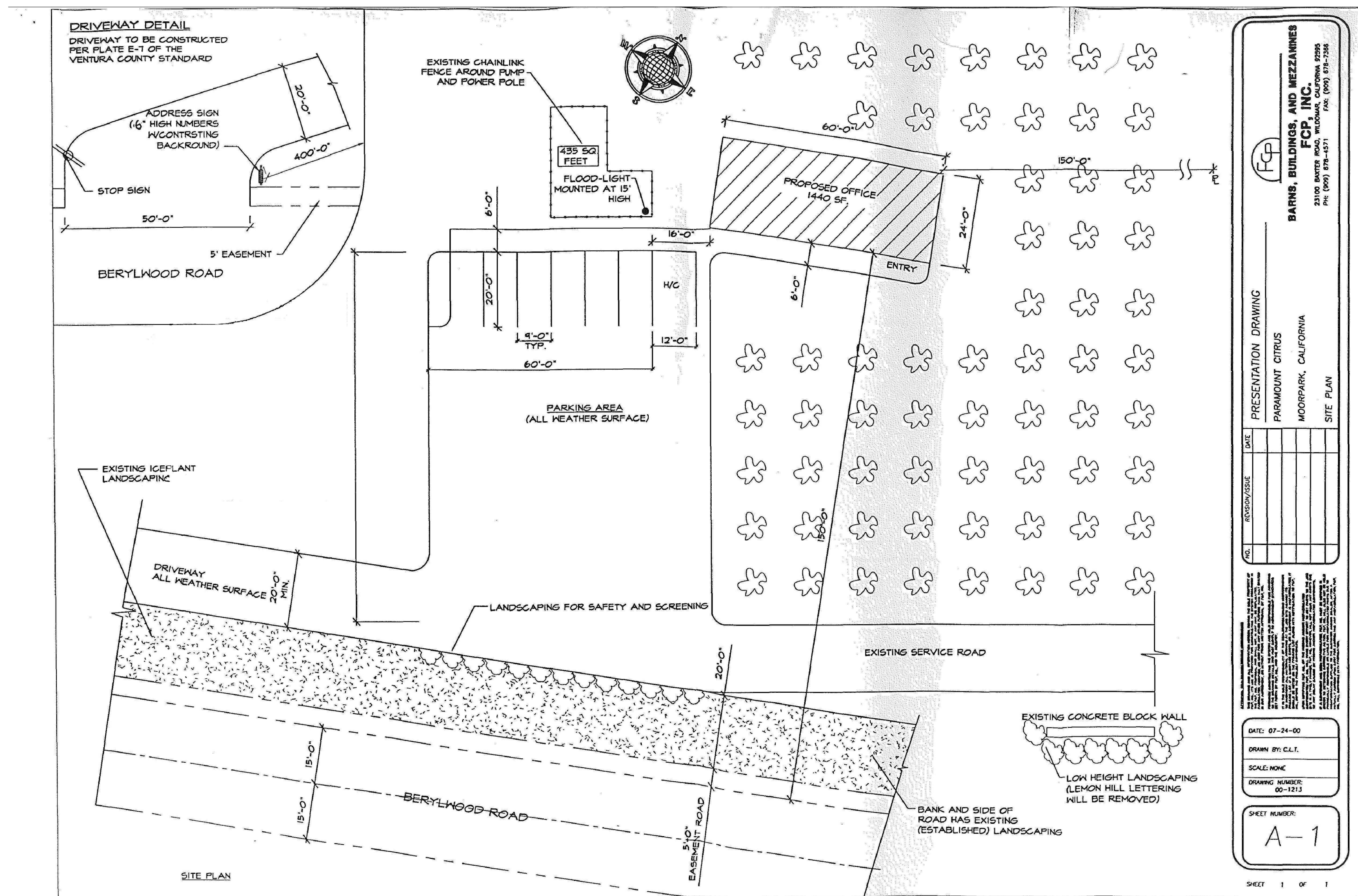
1,440 SQ. FT. OFFICE BUILDING FOR AGRICULTURE  
 BUSINESS TO ACCOMMODATE APPROXIMATELY 6  
 EMPLOYEES.

### DRAWING INDEX

A1.0 TITLE SHEET, PROJECT DATA, GENERAL AND SITE PLAN.  
 A2.0 AG. OFFICE FLOOR PLANS  
 A3.0 AG. OFFICE ELEVATIONS.



AREA ZONING MAP N.T.S.



SITE PLAN SCALE: 1" = 20'

County of Ventura  
 Planning Director Hearing  
 January 23, 2025  
 Case No. PL24-0054  
 Exhibit 3 - Site Plan

PLANNING SERVICES  
 GENERAL ENGINEERING  
 & BUILDING CONTRACTORS  
**R.W.C. LLC**  
 SANTA PAULA, CA LIC# 716695  
 TEL: 805-525-6400

LEMON 500, LLC  
 4421 BERYLWOOD ROAD  
 SOMIS, CA 93066  
 112-0-010-025 (110-0-020-085)

SITE PLAN

STAMP

DRAWN W.L.  
 CHECKED  
 DATE MAR. 11, 2024  
 SCALE AS NOTED  
 SHEET

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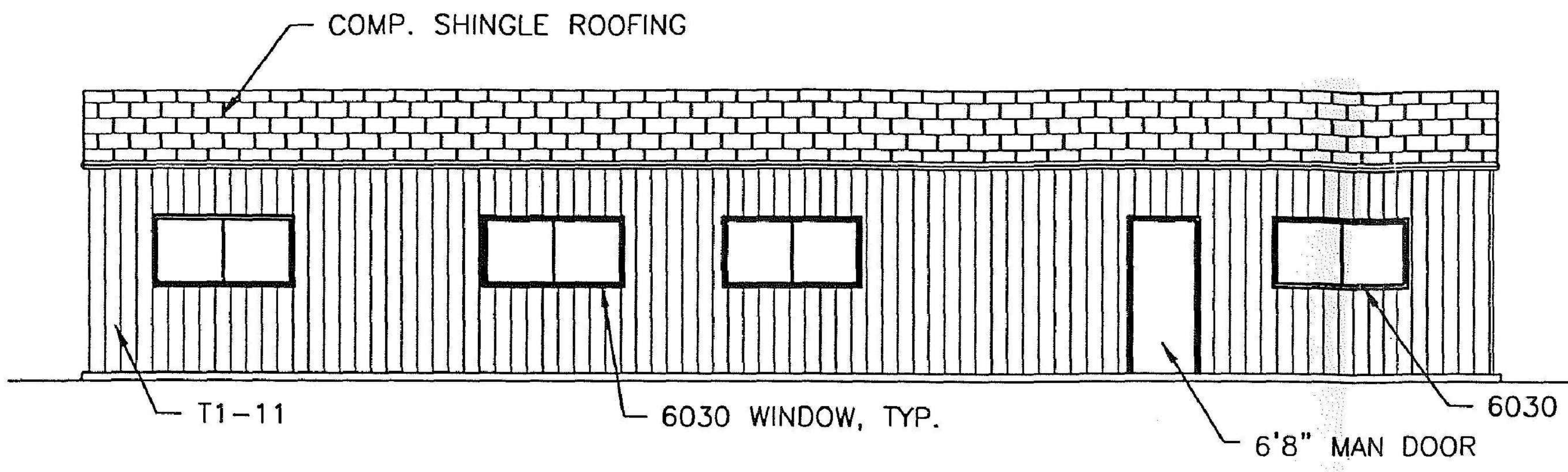




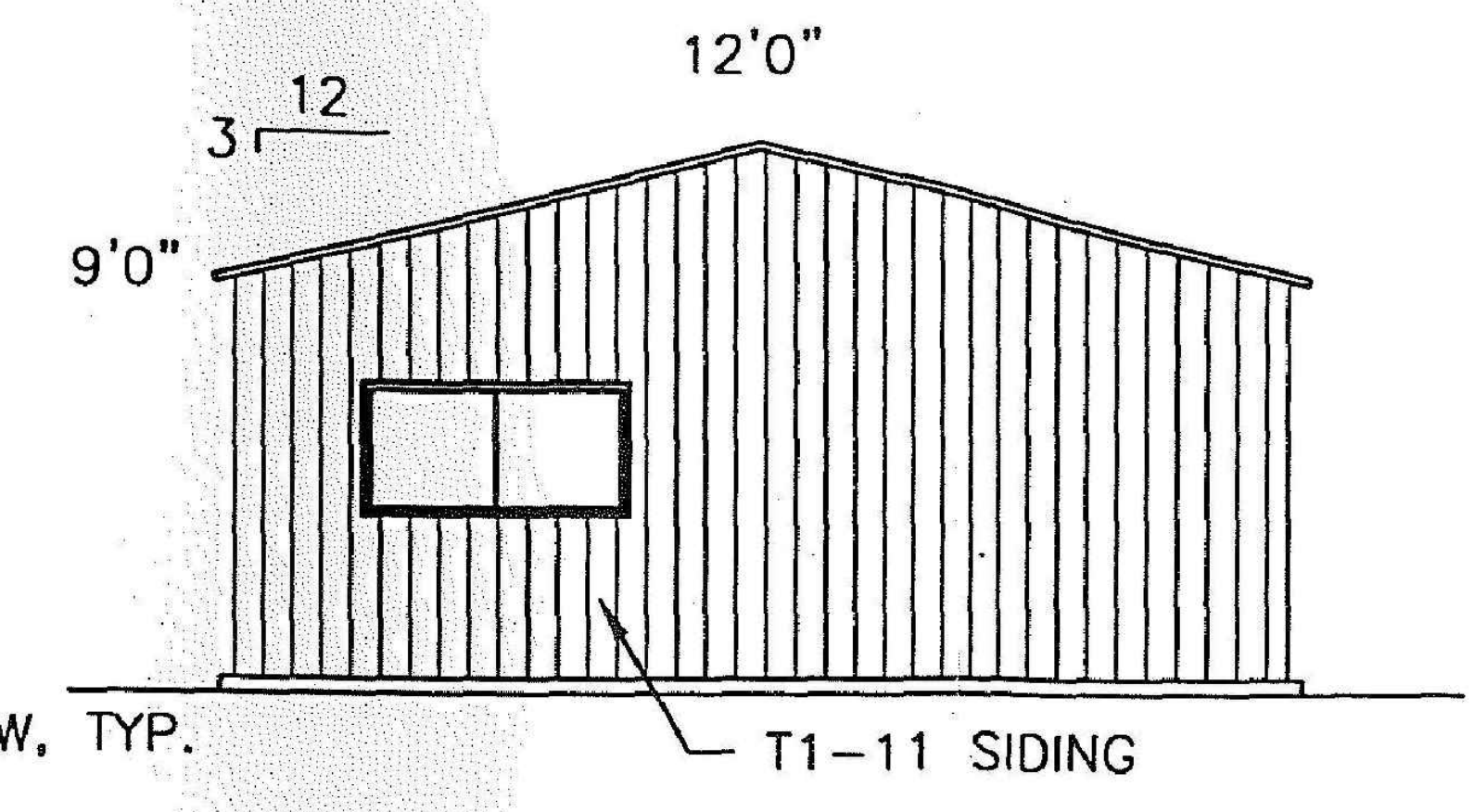


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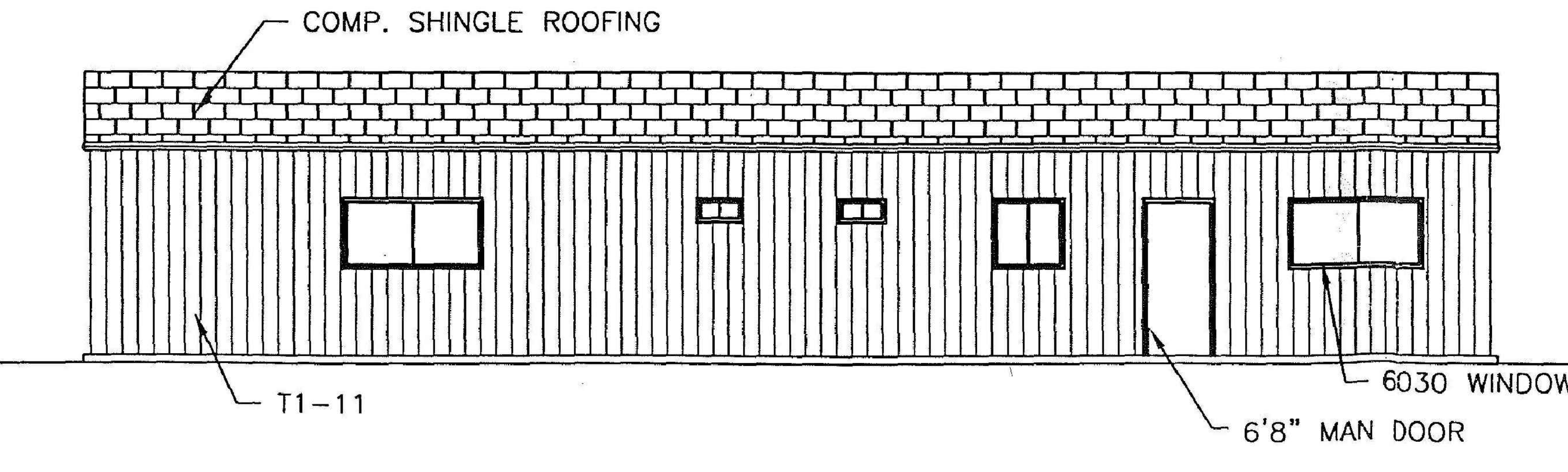
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- 2) COMPOSITION ROOF COLOR TO BE GREY



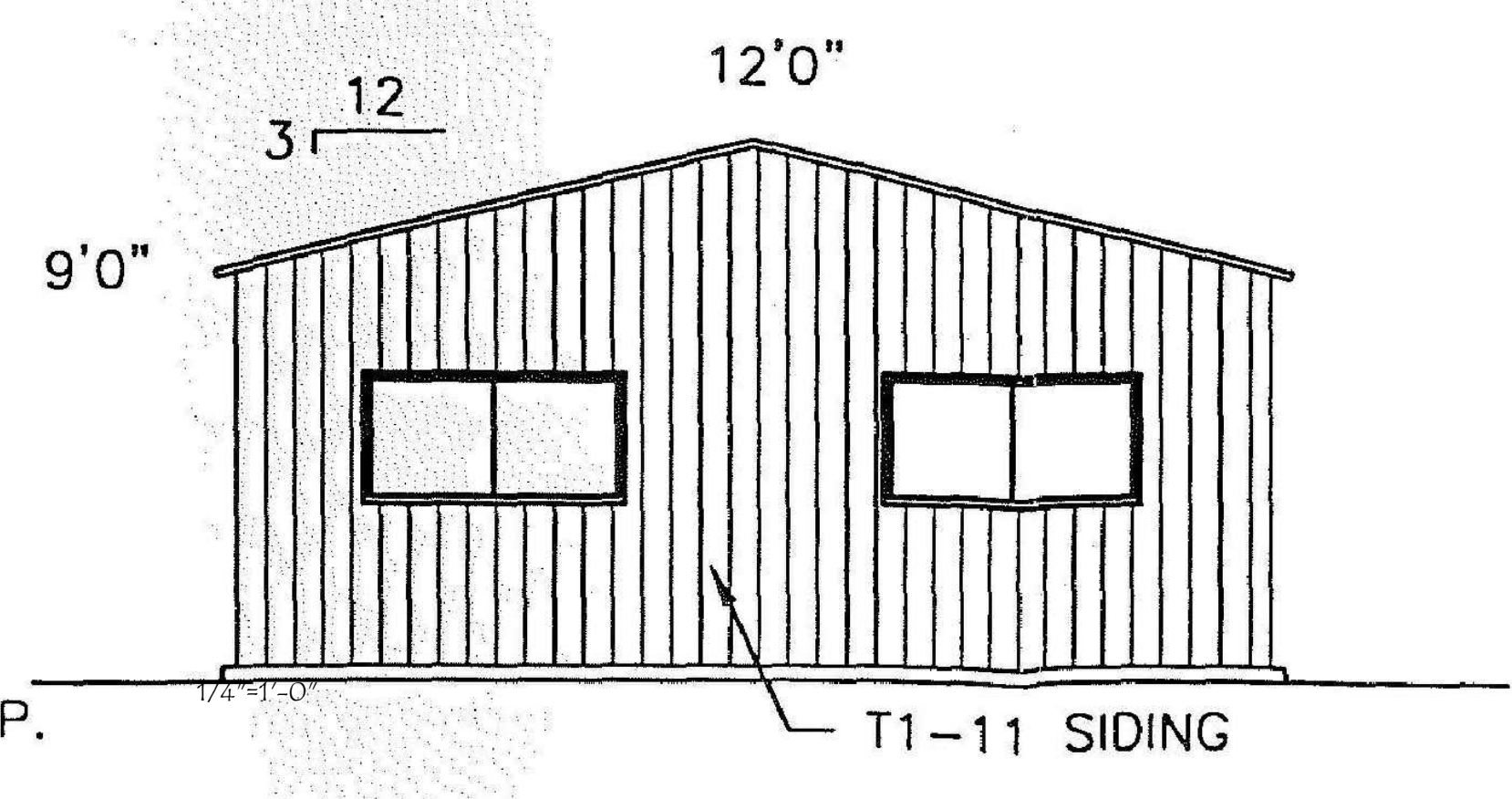
NEAR SIDEWALL ELEVATION SOUTH ELEVATION 1/4"=1'-0"



RIGHT ENDWALL ELEVATION EAST ELEVATION 1/4"=1'-0"



FAR SIDEWALL ELEVATION NORTH ELEVATION 1/4"=1'-0"



LEFT ENDWALL ELEVATION WEST ELEVATION 1/4"=1'-0"

**ELEVATIONS**

PARAMOUNT CITRUS

MOORPARK, CALIFORNIA

24' X 60' OFFICE BUILDING

BARNES, BUILDINGS, AND MEZZANINES

**FCP, INC.**

23100 BAXTER ROAD, WILDOMAR, CALIFORNIA 92595  
PH: (909) 878-4371 FAX: (909) 678-7366

JIM TAYLOR

NO.	REVISION/ISSUE	DATE

ATTENTION: UNAUTHORIZED REPRODUCTION OF THIS DRAWING IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF FCP, INC. IS PROHIBITED. FCP, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, OR INJURIES CAUSED BY ANY REPRODUCTION OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. FCP, INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, OR INJURIES CAUSED BY ANY REPRODUCTION OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE: 04-21-00  
 DRAWN BY: C.L.T.  
 SCALE: NONE  
 DRAWING NUMBER: 00-1129

SHEET NUMBER:  
A-2

SHEET 2 OF 2

PLANNING SERVICES  
 GENERAL ENGINEERING  
 & BUILDING CONTRACTORS

**R.W.G. LLC**

SANTA PAULA, CA Lic# 716695

TEL: 805-525-6400

LEMON 500, LLC  
 4421 BERYLWOOD ROAD  
 SOMIS, CA 93066  
 112-0-010-025 (110-0-020-085)

ATF CONSTRUCTION  
 ELEVATIONS

STAMP

DRAWN  
 W.L.  
 CHECKED

DATE  
 MAR. 11, 2024

SCALE  
 AS NOTED

SHEET

A3.0

County of Ventura  
 Planning Director Hearing  
 January 23, 2025  
 Case No. PL24-0054  
 Exhibit 3 - Site Plan



## EXHIBIT 4

### CONSISTENCY WITH THE VENTURA COUNTY GENERAL PLAN FOR BERYLWOOD AGRICULTURE OFFICE, CONDITIONAL USE PERMIT, CASE NO. PL24-0054

The Ventura County General Plan *Goals, Policies and Programs* (2020, page 1-1) states:

*All area plans, specific plans subdivision, public works projects, and zoning decisions must be consistent with the direction provided in the County's General Plan.*

Furthermore, the Ventura County Non-Coastal Zoning Ordinance (NCZO) (Section 8111-1.2.1.1.a) states that in order to be approved, a project must be found consistent with all applicable policies of the Ventura County General Plan.

The proposed project would authorize the use and operation of an existing agricultural office, as an accessory use to an agricultural operation for a 25-year period.

Evaluated below is the consistency of the proposed project with the applicable policies of the General Plan *Goals, Policies and Programs*.

- 1. WR-1.2 Watershed Planning:** *The County shall consider the location of a discretionary project within a watershed to determine whether or not it could negatively impact a water source. As part of discretionary project review, the County shall also consider local watershed management plans when considering land use development.*

**WR-1.12 and WR-2.2: Water Quality Protection for Discretionary Development:** *The County shall evaluate the potential for discretionary development to cause deposition and discharge of sediment, debris, waste and other pollutants into surface runoff, drainage systems, surface water bodies, and groundwater. The County shall require discretionary development to minimize potential deposition and discharge through point source controls, storm water treatment, runoff reduction measures, best management practices, and low impact development.*

Staff Analysis: The proposed project would permit the continued operation of an existing agricultural office and would not include any physical modification to the structure or site and therefore, would result in no potential impacts to water

resources. No additional impervious area, physical changes or increase in water usage would be proposed.

Based on the discussion above, the project is consistent with General Plan Policies WR-1.2, WR-1.12, and WR-2.2.

- 2. WR-1.11 Adequate Water for Discretionary Development:** *The County shall require all discretionary development to demonstrate an adequate long-term supply of water.*

**PFS-1.7 Public Facilities, Services, and Infrastructure Availability:** *The County shall only approve discretionary development in locations where adequate public facilities, services, and infrastructure are available and functional, under physical construction, or will be available prior to occupancy.*

**PFS-4.1 Wastewater Connections Requirement:** *The County shall require development to connect to an existing wastewater collection and treatment facility if such facilities are available to serve the development. An onsite wastewater treatment system shall only be approved in areas where connection to a wastewater collection and treatment facility is deemed unavailable.*

**PFS-5.3 Solid Waste Capacity:** *The County shall require evidence that adequate capacity exists within the solid waste system for the processing, recycling, transmission, and disposal of solid waste prior to approving discretionary development.*

Staff Analysis: The proposed project involves an existing facility with an onsite septic system for wastewater treatment and water provided by Waterworks District No. 19 for Somis. No changes in operation would be proposed, therefore no new service demands would be generated. Additionally, the Public Works Agency Integrated Waste Management Division reviewed the proposed project and confirmed that sufficient solid waste capacity exists to support the project.

Based on the discussion above, the proposed project is consistent with General Plan Policies WR-1.11, PFS-1.7, PFS-4.1, and PFS-5.3.

- 3. PFS-11.4 Emergency Vehicle Access:** *The County shall require all discretionary development to provide, and existing development to maintain, adequate access for emergency vehicles, including two points of access for subdivisions and multifamily developments.*

**CTM-2.28 Emergency Access:** *The County shall ensure that all new discretionary projects are fully evaluated for potential impacts to emergency access. Mitigation of these impacts shall be handled on a project-by-project basis to guarantee continued emergency service operations and service levels.*

Staff Analysis: The Ventura County Fire Protection District (VCFPD) reviewed the proposed project and recommended conditions that would be imposed on the project to ensure ongoing compliance with all VCFPD requirements and regulations (Exhibit 8, Condition No. 21 through 28).

Based on the discussion above, the proposed project is consistent with General Plan Policies PFS-11.4 and CTM-2.28.

- 4. AG-1.1 Agricultural Land Protection and Preservation:** *The County shall continue to protect and preserve agricultural land by directing growth away from productive agricultural lands into cities, unincorporated urban areas, or existing communities and by supporting the acquisition or voluntary dedication of agriculture conservation easements.*

**AG-1.2 Agricultural Land Use Designation:** *The County shall ensure that discretionary development located on land designated as Agricultural on the General Plan Land Use Diagram and identified as Prime Farmland or Farmland of Statewide Importance on the State's Important Farmland Inventory is planned and designed to remove as little land as possible from potential agricultural production and to minimize impacts on topsoil.*

**AG-1.4 Land Conservation Contracts:** *The County shall encourage Land Conservation Act (LCA) contracts on irrigated farmlands and Open Space lands.*

**AG-2.1 Discretionary Development Adjacent to Agriculturally Designated Lands:** *The County shall ensure that discretionary development adjacent to Agriculturally designated lands does not conflict with agricultural use of those lands.*

**LU-8.2 Land Uses Appropriate for the Agricultural Land Use Designation:** *The County shall ensure that land designated as Agricultural is used for the production of food, fiber, and ornamentals; animal husbandry and care; uses accessory to agriculture; and limited temporary or public uses which are consistent with agricultural or agriculturally related uses.*

Staff Analysis: The proposed project would involve an existing agricultural office that has operated on the subject property since 2000. The project would not request any physical or operational changes, therefore, there would be no additional demand on services or facilities. The surrounding and adjacent land is largely farmed as a citrus orchard and the proposed facility, as an accessory use, would continue to support these agricultural operations. Parking for the project is provided in compliance with the parking and loading requirements of the Ventura County NCZO (Exhibit 8, Condition No. 18).

Additionally, the project is located on land subject to an existing Land Conservation Act (LCA) Contract, No. 51-3.17 (Exhibit 6). Staff has evaluated and determined

that implementation of the proposed project would comply with LCA Contract No. 51-3.17, including the Ventura County LCA Guidelines (Exhibit 7), and the Williamson Act. The evaluation analysis and consistency with the Williamson Act is included as Exhibit 5 of this staff report.

Based on the discussion above, the proposed project is consistent with General Plan Policies AG-1.1, AG-1.2, AG-1.4, AG-2.1, and LU-8.2.

5. **LU-16.1 Community Character and Quality of Life:** *The County shall encourage discretionary development to be designed to maintain the distinctive character of unincorporated communities, to ensure adequate provision of public facilities and services, and to be compatible with neighboring uses.*

**LU-16.10 Visual Access for Rural Development:** *The County shall encourage discretionary development in rural areas to maintain views of hillsides, beaches, forests, creeks, and other distinctive natural areas through building orientation, height, and bulk.*

**HAZ-9.2 Noise Compatibility Standards:** *The County shall review discretionary development for noise compatibility with surrounding uses.*

Staff Analysis: Implementation of the proposed project would authorize the continued use and operation of an accessory agricultural office, supporting agricultural operations (citrus orchards) on the remainder of the site. The project would not request any physical or operational changes since first permitted in 2000. Pursuant to Section 8107 20.3.2 of the Ventura County NCZO, a Conditional Use Permit (CUP) would be required to allow the proposed use in the AE (Agricultural Exclusive) zoning district. The project site would be located in a rural farming area, near Somis, and surrounded by agricultural and low-density residential land uses. The CUP would be subject to conditions of approval (Exhibit 8) to ensure ongoing compatibility with neighboring land uses. The project would not involve noise sensitive or noise generating uses.

Based on the discussion above, the proposed project is consistent with General Plan Policies LU-16.1, LU-16.10 and HAZ-9.2.

6. **HAZ-2.5 Recordation of Notice of Flood Hazard:** *The County shall require the recordation of a Notice of Flood Hazard with the County Recorder for all new discretionary entitlements (including subdivisions and land use permits) within areas subject to flooding as determined by the Federal Emergency Management Agency (FEMA) on the latest available Digital Flood Insurance Rate Maps (DFIRMs).*

Staff Analysis: The western edge of the 38.50-acre project site is located within an area subject to flooding as determined by FEMA. However, the area subject to flooding is located approximately 900 feet west of the area where the accessory

agricultural office is proposed to continue to be located and does not overlap. In any case, the Public Works Agency, Watershed Protection Division has imposed a condition on the project to require the applicant to record a Notice of Flood Hazard on title of the subject property (Exhibit 8, Condition No. 20).

Based on the discussion above, the proposed project is consistent with General Plan Policy HAZ-2.5.

## EXHIBIT 5

### CONSISTENCY WITH THE WILLIAMSON ACT AND LAND CONSERVATION ACT CONTRACT NO. 51-3.17 FOR BERYLWOOD AGRICULTURAL OFFICE, CONDITIONAL USE PERMIT, CASE NO. PL24-0054

The project is located on land subject to Land Conservation Act (LCA) Contract No. 51-3.17 (Exhibit 6). Therefore, the project must be consistent with the terms of LCA Contract No. 51-3.17, the Ventura County LCA Guidelines (Exhibit 7), and the Williamson Act. As described below, the project would be consistent with LCA Contract No. 51-3.17, the Ventura County LCA Guidelines, and the Williamson Act.

- 1) LCA Contract No. 51-3.17, Item #2 states,** *“During the term of this Contract, and any extension thereof, the real property described in Exhibit “A” shall be used for, and shall not be used for any purpose except for the production of agricultural commodities for commercial purposes, or compatible uses determined to be qualifying and compatible pursuant to State law and applicable LCA Guidelines.”*

Staff Analysis: Pursuant to the Williamson Act (i.e. State law) and the applicable Ventura County LCA Guidelines (Exhibit 7), the proposed use, Agricultural/Agricultural Accessory Uses, is a conditionally permitted use within the Agricultural Exclusive, 40-acre Minimum Lot Area (AE-40 ac.) Zone pursuant to the Non-Coastal Zoning Ordinance (NCZO) Section 8105-4, and therefore is a compatible use (see discussion in Item 2).

Based on the discussion above, the project is consistent with LCA Contract No. 51-3.17, Item #2.

- 2) The Ventura County LCA Guidelines Section V.A.4.b states,** *“In accordance with Government Code Sections 51231, 51238, and 51238.1, “compatible uses” are those which are permitted, or conditionally permitted by the Ventura County Coastal or Non-Coastal Zoning Ordinance in the AE-40 ac or CA zones, respectively.”*

Staff Analysis: The project site is zoned AE-40 ac. and the proposed use, Agricultural/Agricultural Accessory Uses, is an allowed use with a Conditional Use Permit (CUP) in the AE Zone (NCZO Section 8105-4 – Permitted Uses in Open Space, Agricultural, Residential, and Special Purpose Zones). An analysis of consistency with the NCZO is found within Sections D and E of the Staff Report. Therefore, the proposed use is a compatible use as defined in the Ventura County LCA Guidelines. Consistency with the applicable Government Code Sections is discussed below (see discussion in Items 4 and 5).



Based on the discussion above, the project is consistent with the Ventura County LCA Guidelines Section V.A.4.b.

- 3) **The Ventura County LCA Guidelines Section V.A.5 states,** *“One goal of the County LCA program is to promote the full utilization of all potentially useable land under Contract. Therefore, the acreage within a Contract must meet the minimum agricultural utilization standards for crop production or animal husbandry/grazing set forth in Table 1 below. Special Area Contracts, discussed in Section IX below, would allow limited exceptions to these requirements. Land not used to meet the utilization requirement may be devoted to compatible uses.”*

**Table 1. Minimum Utilization of Land for LCA and FSZA/LCA Contracts**

Legal Lot/ Contract Size	Utilization Percentage* for LCA (10-year) Contracts	Utilization Percentage* for FSZA/LCA (20-year) Contracts
9** To 15 Acres	90%	90%
15.1 To 25 Acres	75%	80%
25.1 To 40 Acres	65%	75%
Over 40 Acres	50%	70%
Animal Husbandry/ Grazing – 80 Acre Minimum	75%	No Animal Husbandry/ Grazing Contracts

Staff Analysis: Pursuant to Exhibit “B” of LCA Contract No. 51-3.17 (Exhibit 6), the contracted area is 38.50 acres. Approximately 38.0 of the 38.50, or 98.7 percent of the contracted area will continue to be used for crop production (citrus orchard), meeting the 65 percent utilization criteria set forth in Table 1 of LCA Guidelines Section V.A.5 (above). Furthermore, as described in Ventura County LCA Guidelines Section V.A.5, land not used to meet the utilization requirement may be devoted to compatible uses (see discussion on compatible uses in Item 2, above). Finally, pursuant to LCA Contract No. 51-3.17, Item #12, the contract holder is required to submit an annual agricultural preserve questionnaire to ensure that the site remains in compliance with the provisions of the LCA Contract (Exhibit 6).

Based on the discussion above, the project is consistent with the Ventura County LCA Guidelines Section V.A.5.

- 4) **Government Code Section 51231 states,** *“(a) For the purposes of this chapter, the board or council, by resolution, shall adopt rules governing the administration of agricultural preserves, including procedures for initiating, filing, and processing requests to establish agricultural preserves. Rules related to compatible uses shall be consistent with the provisions of Section 51238.1. Those rules shall be applied uniformly throughout the preserve. The board or council may require the payment*



*of a reasonable application fee. The same procedure that is required to establish an agricultural preserve shall be used to disestablish or to enlarge or diminish the size of an agricultural preserve. In adopting rules related to compatible uses, the board or council may enumerate those uses, including agricultural laborer housing, that are to be considered to be compatible uses on contracted lands separately from those uses that are to be considered to be compatible uses on lands not under contract within the agricultural preserve. (b) The rules adopted pursuant to this section may provide that commercial cultivation of cannabis in accordance with Division 10 (commencing with Section 26000) of the Business and Professions Code may constitute a compatible use on contracted or noncontracted lands.*

Staff Analysis: The Ventura County Board of Supervisors adopted the Ventura County Land Conservation Act Guidelines on November 22, 2011 (Exhibit 7). In accordance with Government Code Section 51231, Ventura County Land Conservation Act Guidelines Section V.A.4.b defines “compatible uses” as those which are permitted, or conditionally permitted by the Ventura County Coastal or Non-Coastal Zoning Ordinance in the Coastal Agricultural (CA) or AE-40 ac. zones, respectively. Thus, the proposed use, Agricultural/Agricultural Accessory Uses, in the AE-40 ac zone is a compatible use (see discussion in Item 2, above). Compatibility findings, as required by Government Code Section 51238.1 are discussed below in Item 5 (below).

Based on the discussion above, the project is consistent with the Government Code Section 51231.

**5) Government Code Section 51238.1.(a) states:**

*(a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:*

*(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.*

Staff Analysis: The Agricultural/Agricultural Accessory use is a compatible use, pursuant to the criteria set forth in the Ventura County LCA Guidelines (see Item 2, above). Additionally, a majority of the LCA contracted area (99.7 percent) will continue to be utilized for crop production (citrus orchard) and remain consistent with the utilization requirements set forth in LCA Contract No. 51-3.17 (Exhibit 6) and the Ventura County LCA Guidelines (Exhibit 7). Additionally, the findings to grant the CUP address compatibility with agriculture in Section E of the Staff Report. Thus, the proposed project will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel.

Based on the discussion above, the project is consistent with the Government Code Section 51238.1(a)(1).

*(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.*

Staff Analysis: While the project will displace 0.50 acres of agricultural land, 98.7 percent of the contracted area will continue to be utilized for crop production (citrus orchard) and remain consistent with the utilization requirements set forth in the Ventura LCA Guidelines (see Item 3, above). Thus, the proposed use will not significantly displace or impair current agricultural operations on the subject contracted parcel.

Based on the discussion above, the project is consistent with the Government Code Section 51238.1(a)(2).

*(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.*

Staff Analysis: No removal of adjacent contracted land from agricultural or open-space uses will occur with the proposed project.

Based on the discussion above, the project is consistent with the Government Code Section 51238.1(a)(3).

No recording fee per Gov. Code Sec. 27383


**RECORDING REQUESTED BY:**

**LEMON 500, A CALIFORNIA  
GENERAL PARTNERSHIP**

**RETURN RECORDED DOCUMENTS TO:**

COUNTY OF VENTURA  
RESOURCE MANAGEMENT AGENCY  
PLANNING DIVISION L#1740

JULIE BULLA, LCA PROGRAM PLANNER

  
20081121-00169459-0 1/12  
Ventura County Clerk and Recorder  
Philip J. Schmit  
11/21/2008 08:00:00 AM  
260620 \$.00 AR

(This space is reserved for the Recorder's use)

COUNTY OF VENTURA • RESOURCE MANAGEMENT AGENCY • PLANNING DIVISION

**LAND CONSERVATION ACT CONTRACT NO. 51-3.17**

THIS CONTRACT, made and entered into by and between LEMON 500, A CALIFORNIA GENERAL PARTNERSHIP, hereinafter referred to as "OWNER," and the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY."

WHEREAS, OWNER possesses certain real property located in the COUNTY, described in **Exhibit "A"** attached hereto, which is presently devoted to agriculture and land uses determined to be compatible with agriculture, pursuant to State law, the Ventura County Zoning Ordinance, and the County's current "Revised LCA Guidelines for Implementation of the California Land Conservation Act (LCA) of 1965 (The Williamson Act); and Administration of the LCA Program, Agricultural Preserves (AGPs), Farmland Security Zone Areas (FSZAs), and LCA Contracts" (LCA Guidelines); and

WHEREAS, said property is located within the boundaries of an agricultural preserve established by the COUNTY pursuant to California Government Code Sections 51200, et seq., and the COUNTY LCA Guidelines adopted by a Resolution dated December 5, 2000; and

WHEREAS, both OWNER and the COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature conversion of such lands to non-agricultural uses, and recognize that such lands have definite value as open space and that preservation of agricultural land for commercial agricultural production constitutes an important physical, social, aesthetic, and economic asset to maintain the agricultural economy of the COUNTY and the State of California; and

WHEREAS, the parties have determined that agriculture is the highest and best use for the property subject to this Contract; and

County of Ventura  
Planning Director Hearing  
January 23, 2025  
Case No. PL24-0054  
Exhibit 6 - LCA Contract No. 51-3.17

WHEREAS, both OWNER and the COUNTY intend that the terms, conditions and restrictions of this Contract be substantially similar to, or more restrictive than contracts authorized by the Land Conservation Act of 1965; and

WHEREAS, OWNER and the COUNTY intend this Contract to be an enforceable restriction under the applicable provisions of the California Revenue and Taxation Code, Sections 421 et seq.

WHEREAS, the OWNER of the said property, subject to existing LCA Contract No. 51-3.4 (Assessor's Parcel Nos. 110-0-020-015, -075, -085), wishes to Rescind said LCA Contract and to substitute therefore, through simultaneous Reentry on a portion of the property, LCA Contract No. 51-3.17, pertaining to the property described in Exhibits "A" and "B". The said Rescission/Reentry is in conjunction with and contingent on Parcel Map No. 5508, as it pertains to Parcels 110-0-020-015, -075 and -085, filed on November 21, 2008, pursuant to the findings and recommendations made by the Planning Director at a publicly noticed hearing held on October 13, 2005.

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

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7, Part 1, Division 1, Title 5, California Government Code, commencing with Section 51200) and is subject to all provisions thereof and other related provisions of the said Act applicable to this Contract. This Contract is further entered into pursuant to and subject to the current laws and Ventura County LCA Guidelines and Zoning Ordinances relevant to the Agricultural Exclusive (A-E) zone (Sections 8104-1.2, 8105-4, 8109-0, 8109-1, and 8111-2.1, et. seq.) and Coastal Agricultural (C-A) zone (Sections 8173-2, 8174-4, 8174-5.2, 8175-2, 8175-5.2, et seq.).
2. During the term of this Contract and any extension thereof, the real property described in Exhibit "A" shall be used for, and shall not be used for any purpose except for the production of agricultural commodities for commercial purposes, or compatible uses determined to be qualifying and compatible pursuant to State law and applicable LCA Guidelines.
3. The Board of Supervisors of Ventura County may -- from time to time and during the term of this Contract, or any extension thereof, -- by resolution, add to those uses listed in the LCA Guidelines provided that: 1) said Board shall not eliminate without the written consent of the current OWNER a Contract-specific compatible use during the term of this Contract, or any extension thereof, if said use was permitted at the time this Contract was executed; and 2) any added compatible use, which is not permitted at the time this Contract is executed, may be eliminated by said Board without the written consent of OWNER. Notwithstanding the foregoing, this Contract shall not be construed to restrict in any way the COUNTY'S authority to amend its zoning ordinances; nor shall it be construed to permit any uses not permitted by, or to excuse compliance with, the applicable zoning ordinances as amended from time to time.

4. This Contract shall be effective commencing on January 1, 2008 and shall remain in effect for a period of ten (10) years for LCA Contracts (10-year self-renewing Contracts) therefrom and during all automatic extensions of this Contract.

Unless Notice of Nonrenewal, as to all or a portion of the property subject to this Contract, is given as provided for in the Government Code (Section 51245), this Contract shall be automatically extended for a period of one (1) year on the same date as its effective annual commencement date (determined by recordation of nonrenewal and applicable tax assessment lien dates) through the end of the term of this Contract and its extensions and there shall be a ten-year term of restriction for all property in LCA Contracts, or a twenty-year term of restriction for all property in FSZALCA Contracts, at all times. Under no circumstance shall a notice of renewal be required of either party to effectuate the automatic renewal provisions of this paragraph.

5. OWNER shall not receive any payment from the COUNTY in consideration of 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 therefrom and the advantage which will accrue to OWNER as a result of effects of this Contract on the method of determining the assessed value of land described in **Exhibit "A"** and the OWNER'S desired limitations on its use.
6. This Contract shall run with the land described in **Exhibit "A,"** and generally depicted in **Exhibit "B,"** and shall be binding upon the heirs, successors, tenants, lessees, representatives, and assignees of the parties hereto.
7. A title report or policy of title insurance was submitted showing all holders (except public utilities and public entities, including but not limited to the Federal, State, County, or City Governments or any public district or agency) of any right, title or interest in or affecting the surface, and all holders of such interests have signed this Contract as OWNERS. Each person signing as OWNER, for himself, his heirs, successors in interest, representatives and assignees, agrees he shall be jointly and severally liable for and agrees to pay cancellation fees, and damages, including liquidated damages for any violation of land use restrictions under this Contract by any person, corporation, association, partnership, trust, or any other entity (except public utilities and public entities) having any right, title or interest in the land subject to this Contract, regardless of whether such persons have signed this Contract, and regardless of any action or inaction, concurrence, acquiescence, or ratification by the COUNTY, or its successors in interest. Each person signing as OWNER, is hereby released from liability under this paragraph arising after such person has been divested of all right, title and interest in or affecting the surface use of all, or a portion of, the land subject to this Contract.
8. This Contract may be canceled as to all or any portion of the land subject to this Contract only upon a request by OWNER as provided in Article 5 and Article 7 of the California Land Conservation Act of 1965 (Government Code, Article 5, Section 51280 et seq. and Article 7, Section 51296). Such cancellation shall only occur if the Board of Supervisors finds that the cancellation is consistent

with the purposes of the Land Conservation Act of 1965, OR that such cancellation is in the public interest, and makes all findings required by the Government Code (Sections 51280 et seq. and Article 5, Section 51282 and Article 7, Section 51296).

It is understood by the parties to this Contract that the existence of an opportunity for another use of land subject to this Contract shall not be sufficient reason for the cancellation of restrictions imposed herein; and that any uneconomic character of existing use shall not be considered unless there is no other reasonable or comparable agricultural use for said land. This Contract shall not be cancelled if at the hearing, or prior thereto, the owners of more than fifty percent (50%) of the acreage, subject to ongoing Land Conservation Act Contracts or Agreements located within the Contract-specific agricultural preserve, protest such cancellation in writing to the Board of Supervisors.

Should the Board of Supervisors approve a cancellation request, then, in addition to the cancellation fee payable as deferred taxes set forth in Section 51283 of the Government Code, OWNER shall pay to the COUNTY an additional cancellation fee (hereinafter referred to as additional cancellation fee) not payable as deferred taxes but equal to 2% of the unrestricted full cash value multiplied by the number of years remaining under the Contract; provided, however, no additional cancellation fee shall be payable if the cancellation occurs after twenty (20) years from the effective commencement date determined by paragraph 4 above.

All moneys payable hereunder, including damages and cancellation fees, are to be paid to the COUNTY, regardless of succession to its rights and obligations. After deduction of COUNTY'S administrative expenses, the COUNTY shall distribute such moneys to each taxing agency existing in the fiscal year of collection in the tax rate areas in which the parcels of the property subject to this Contract are located in the same proportion that each taxing agency's tax rate in the fiscal year of collection bears to the total tax rate of the tax rate area in the fiscal year of collection. Each such taxing agency is hereby declared to be a third party beneficiary of this Contract only for the purpose of receiving such monies.

For the express benefit of each taxing agency referred to above, the Board of Supervisors shall not waive nor defer all or any portion of the payment of any cancellation fee.

This Contract shall not be canceled as to all or any portion of land subject to this Contract until and unless OWNER has paid in full the cancellation fee payable as deferred taxes and the additional cancellation fee.

9.

When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this Contract is filed, or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this Contract shall be deemed null and void as

to the land actually being condemned or so acquired as of the date the action is filed. Upon the termination of such a proceeding, this Contract shall be null and void but only as to that portion of land actually taken or acquired.

When an action to condemn or acquire less than all of a parcel of land subject to this contract is commenced, this Contract shall be deemed null and void as to the land actually condemned or acquired provided, however, that should the land remaining in the Contract fail to qualify, the OWNER, heirs, successors, representatives, and assignees of the parties hereto shall immediately file and record a Notice of Nonrenewal (entire or portion) whether or not a request to do so has been made by the County.

If, subsequent to such filing or acquisition, the proposed condemnation is abandoned by the condemnor as to all or a portion of the land subject to this Contract, as to such land, the rights, obligations, terms and conditions of this Contract shall be reinstated and shall be in full force and effect provided that all other requirements and eligibility criteria have been met for the land that is not subject to such acquisition. Should this land fail to qualify, the OWNER, heirs, successors, representatives, and assignees of the parties hereto shall file and record a nonrenewal for the said land on whether or not a request to do so has been made by the County.

10. If OWNER materially breaches this contract, OWNER shall pay the COUNTY one half percent ( $\frac{1}{2}\%$ ) of the restricted assessed value of the land subject to this Contract per day for each day OWNER is in breach as liquidated damages. It is understood and agreed that damages for material breach of this Contract by OWNER are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by the COUNTY and OWNER that one half percent ( $\frac{1}{2}\%$ ) of the restricted assessed value of the land is the actual damage to the COUNTY, and the general public caused by a material breach of this Contract by OWNER, and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the OWNER remedies or has commenced and thereafter diligently pursues such action required to remedy any material breach within sixty (60) days after the date written notice of said material breach is sent to OWNER by the COUNTY. Each term and condition of this Contract shall be deemed to be both a covenant and a condition.
11. The provisions of this Contract may be enforced by the COUNTY in an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood that nothing herein contained shall constitute a waiver of any right that the COUNTY may now or in the future have to seek specific performance of this Contract or other injunctive relief. It is further understood and agreed that these remedies are not exclusive, and both OWNER and the COUNTY may pursue their legal and equitable remedies.
12. Each person signing as OWNER upon request of the COUNTY, shall provide information relating to OWNER's obligations under this Contract and any other information that may be required by the COUNTY, including, but not limited to,

completion of an annual agricultural preserve questionnaire administered by the Ventura County Assessor. A completed questionnaire must be returned to the Ventura County Assessor annually or as requested. An agricultural land use sketch or other acceptable summary shall be provided to the Planning Division of the County to update Contract information when substantial changes in land use occur or as and whenever requested by the COUNTY.

13. If this Contract is terminated by (a) Notice of Nonrenewal; (b) cancellation; or (c) nullification by condemnation, the COUNTY shall record the appropriate documents in the County Recorder's Office.
14. Legal lots of record subject to this Contract may not be divided into smaller lots, including by lot line adjustments, for any purpose unless both of the following two requirements are met:
  - (a) Such action must be effected by a final map, parcel map, or a parcel map waiver approved in compliance with the Subdivision Map Act (Gov. Code § 66410 et seq.) and applicable local ordinances; and
  - (b) As of the date on which the agency having authority to grant or deny approval of such action conducts any hearing to determine whether such action should be approved, each legal lot which would result from such action must meet all of the state and local requirements which such lots would have to meet in order to qualify for a new Land Conservation Act Contract pertaining only to it and not to the other lots; and

The agency having authority to approve or disapprove the final map, parcel map, parcel map waiver, or lot line adjustment, shall have final authority to determine, on the basis of evidence presented to it at the hearing on such action, whether the resulting legal lots would meet the requirements set forth in subparagraph (b) above. The person applying for approval of such action shall have the burden of proving that the resulting lots would meet all such requirements.

Exchange of contracted land for previously non-contracted land, or between contracts is subject to the Board of Supervisors approval or denial pursuant to findings. If this exchange is contingent on and in conjunction with a lot line adjustment between two or more legal lots, the Board of Supervisors must make all findings pursuant to the Government Code Section 51257.

If land subject to this Contract is lawfully divided into two or more ownerships, the moneys payable under this Contract, including damages and cancellation fees, shall be separately calculated for each ownership in proportion to the assessed value of each ownership.

15. All references to statutes, ordinances, rules, or resolutions include any subsequent amendments thereto. In the event of conflict, to the extent that State statutory language is mandatory in nature, it shall govern. The general rules of construction in the event of any ambiguity or conflict shall be that construction most consistent with the intents and purposes of the Land Conservation Act and the County's LCA Guidelines.



16. Each person signing as OWNER, represents that he has the legal right and ability to bind the real property described in **Exhibit "A"**, attached thereto, by execution of this Contract, and agrees for himself, his heirs, successors in interest, representatives and assignees, that he shall be jointly and severally liable for, and shall indemnify, defend and hold the COUNTY harmless against, any and all claims by, or liability to any person, and any and all revenues lost to, or expenses (including, without limitation, attorney's fees) reasonably incurred by the COUNTY as a result of his failure or alleged failure to bind said real property by execution of this contract. Notwithstanding the foregoing, no OWNER shall have liabilities or obligations under this paragraph with respect to events that arise after the date of transfer of that OWNER's interest in the subject property.
17. This Contract embodies the entire agreement, between the parties to this Contract. It may not be modified or terminated except as herein provided. If any provision herein is invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
18. All notices required by this Contract shall be given by registered United States mail, postage prepaid and addressed as follows:

TO OWNER(S): LEMON 500, a California General Partnership  
c/o Roll International Corporation  
Attn: Craig B. Cooper  
11444 West Olympic Boulevard, 10<sup>th</sup> Floor  
Los Angeles, CA 90064

TO THE COUNTY: County of Ventura  
Resource Management Agency  
Planning Division - LCA Program, L#1740  
800 South Victoria Avenue  
Ventura, California 93009

Either party may designate a different address by giving notice as set forth above.

COUNTY OF VENTURA

By: Linda Parks Chair, Board of Supervisors

Date: APRIL 10, 2007



STATE OF CALIFORNIA  
COUNTY OF VENTURA

On APRIL 10, 2007, before me, KATHRYN PIERCE,  
Date

Deputy Clerk, personally appeared LINDA PARKS  
Name of Signer

personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JOHN F. JOHNSTON  
Clerk of the Board of Supervisors  
County of Ventura, California

By: Kathryn Pierce  
Deputy Clerk



**OWNER:**

**LEMON 500, A CALIFORNIA GENERAL PARTNERSHIP**

**Managing Partner**

**Stewart A. Resnick and Lynda Rae Resnick, as Trustees of the Stewart and Lynda Resnick Revocable Trust dated December 27, 1988, as amended**

By:   
\_\_\_\_\_  
Stewart A. Resnick (Trustee)

By:   
\_\_\_\_\_  
Lynda Rae Resnick (Trustee)

(Each signature of OWNER(S) must be acknowledged by a Notary utilizing appropriate, current acknowledgement forms. Only original signatures shall appear on the recording document. Please return notarized forms to Julie Bulla, LCA Program Planner)

**Attachments:**

- Exhibit "A" - Legal Description
- Exhibit "B" - Location and Contract Boundary Map

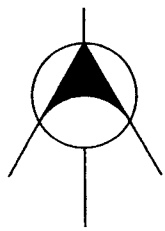


**Land Conservation Act (LCA) Contract No. 51-3.17  
(LEMON 500, a California General Partnership)**

**Legal Description**

Parcel 1 of Parcel Map No. 5508, in the County of Ventura, State of California, as shown on said Parcel Map filed in Book 67, pages 1-14 of Parcel Maps, in the Office of the County Recorder of said County.

**EXHIBIT "A"**



NO SCALE



### EXHIBIT "B"

#### LOCATION/CONTRACT BOUNDARY MAP

LCA CONTRACT: 51-3.17  
APPLICANT: LEMON 500  
LOCATION: 4421 BERYLWOOD ROAD, SOMIS  
PARCEL: 1, PARCEL MAP NO. 5508

LC 05-0003

# VENTURA COUNTY LAND CONSERVATION ACT GUIDELINES



## VENTURA COUNTY BOARD OF SUPERVISORS

Adopted November 22, 2011  
December 10, 2019 edition

County of Ventura  
Planning Director Hearing  
January 23, 2025  
Case No. PL24-0054  
Exhibit 7 - Ventura County LCA Guidelines

# VENTURA COUNTY LAND CONSERVATION ACT GUIDELINES

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# VENTURA COUNTY LAND CONSERVATION ACT GUIDELINES

## I. PURPOSE

The Ventura County Land Conservation Act Guidelines (“Guidelines”) are intended to implement the California Land Conservation Act (LCA), also known as the Williamson Act, which provides tax incentives to protect agricultural and open space land. The Guidelines summarize the provisions of the LCA that are most relevant to the County LCA program and set forth the County’s procedures for implementing the LCA. (See Government Code § 51200 et seq.)

Ventura County contains thousands of acres of prime agricultural land, characterized by an optimal combination of soils, climate, water, topography, lot size for viable production, and geographic configuration. The County has a long history of General Plan policies and regulations designed to protect this irreplaceable resource, including the Guidelines for Orderly Development, which generally confine urban development within the incorporated cities; a series of greenbelts separating the County’s ten cities; and various Save Our Open Space and Agricultural Resources (SOAR) and City Urban Restriction Boundary (CURB) measures. The County LCA program is another valuable tool to protect this critical resource.

In addition to preserving agricultural land, the LCA program also assists local governments in protecting non-agricultural open space, when the affected property qualifies as a scenic highway corridor, a wildlife habitat area, a saltpond, a managed wetland area, or a submerged area. Ventura County’s program includes open space Contracts specifically for the purpose of protecting significant biological resources that qualify as wildlife habitat areas.

More specifically, the goals of the County LCA program are to:

1. Help preserve the limited and diminishing supply of agricultural land in the county through agricultural LCA Contracts;
2. Encourage production of food, fiber, and ornamental crops and commodities for local, regional, state, national and international markets;
3. Discourage premature conversion of agricultural land to nonagricultural land uses;
4. Help sustain and promote the county’s commercial agricultural industry and the direct, indirect, and imputed effect on the countywide and state economy;
5. Allow compatible uses within agricultural Contract Areas that do not hinder or compromise the existing or potential agricultural productivity of agricultural land;
6. Help preserve wildlife habitat areas through open space (wildlife habitat) LCA Contracts;
7. Allow compatible uses within open space LCA Contract Areas that do not adversely affect the preservation of wildlife habitat areas.

As statutes and ordinance provisions are amended from time to time, those amendments are incorporated herein.

## II. DEFINITIONS

The definitions below are provided to assist the reader. Many are a summary of State law. For completeness and accuracy, the specific statutes should be consulted.

**Agricultural Policy Advisory Committee (APAC)** – The APAC is comprised of five individuals active in the local agricultural industry and appointed by the Board of Supervisors to provide input concerning all matters affecting agriculture, including the County LCA program and agricultural contract requests. The APAC specifically provides input to the Board, Ventura Local Agency Formation Commission, County Planning Commission, County staff and other decision makers. Successor committees to the APAC may also be assigned similar functions. Government Code Section 51239 allows the appointment of an advisory committee to advise the Board on the establishment and administration of Agricultural Preserves and contracts.

**Agricultural Preserve (AGP)** – Agricultural Preserves define the area within which the County may enter into Contracts with landowners. The Board establishes Agricultural Preserves. Only land located within an Agricultural Preserve is eligible for a Contract. As defined in Government Code Section 51201(d), land within an Agricultural Preserve can be devoted to either agricultural, recreational, or open space use, or any combination of these. An Agricultural Preserve must consist of no less than 100 acres, except as described in Section IV below.

**Board** – Board of Supervisors for Ventura County.

**Cancellation** – The immediate termination of a Contract (see Section VIII.C below).

**Contract** – As used in these Guidelines, the term Contract means a LCA Contract, a FSZA/LCA Contract and an OS/LCA Contract, collectively.

**Contract Area** - The acreage or property which is under a single Contract. For LCA Contracts and FSZA/LCA Contracts, the boundaries of the Contract Area are coterminous with parcel boundaries. For OS/LCA Contracts, the Contract Area may be a portion of one parcel.

**Farmland Security Zone Area (FSZA)** - A Farmland Security Zone is an area created within an Agricultural Preserve by the Board upon request by a landowner or group of landowners. Once the designation has been made, the property owner may enter into a FSZA/LCA Contract. (Government Code Section 51296 et seq.)

**Farmland Security Zone Area Contract (FSZA/LCA Contract)** - A contract between a private landowner and the County that legally restricts land to agricultural or open space uses. The minimum initial term is 20 years. FSZA/LCA Contracts automatically self-renew annually unless either party files a Notice of Nonrenewal. In return, restricted parcels are assessed for property tax purposes in accordance with Revenue and Taxation Code Section 421, et seq.

**Land Conservation Act (LCA)** - The California Land Conservation Act, also known as the Williamson Act (Government Code § 51200 et seq.), allows private landowners to contract

with counties and cities to voluntarily restrict their land to agricultural and open space uses in exchange for potential property tax benefits.

Land Conservation Act Contract (LCA Contract) - A contract between a private landowner and the County that legally restricts land to agricultural or open space uses. The minimum initial term is 10 years. LCA Contracts automatically self-renew annually unless either party files a Notice of Nonrenewal. In return, restricted parcels are assessed for property tax purposes in accordance with Revenue and Taxation Code Section 421, et seq.

Legal Lot - A lot that met all local Subdivision Ordinance and Subdivision Map Act requirements when it was created, and still exists, and can lawfully be conveyed in fee as a discrete unit separate from any contiguous lot. For purposes of these Guidelines only, "Legal Lot" also means a lot for which a Certificate of Compliance or Conditional Certificate of Compliance has been issued under the State Subdivision Map Act and the Ventura County Subdivision Ordinance and the boundaries of which have not been subsequently altered by merger or further subdivision. For the purposes of these Guidelines, the word "parcel" shall have the same meaning as the word "lot". (Ventura County Non-Coastal Zoning Ordinance, June 2011.)

Lien Date - Date upon which a Contract becomes effective. The lien date is always January 1 of the year following recordation of the Contract. It also is the date upon which the Assessor determines the value of property for property tax purposes each year.

Material Breach of Contract - Construction of a building on property under Contract when both of the following conditions are met: (1) the building is not allowed under these Guidelines, the County General Plan or Zoning Ordinances, and is not related to an agricultural or compatible use; and (2) the total area of the building(s) exceeds 2,500 square feet. (Government Code Section 51250.)

Nonrenewal – Withdrawal of land under Contract whereby the Contract stops self-renewing each year, but remains in effect for the remainder of the term (i.e., 9 years for a LCA Contract, 19 years for a FSZA/LCA Contract, or both for a OS/LCA Contract).

Open Space (Wildlife Habitat Area) Contract (OS/LCA Contract) - A contract between a private landowner, including a non-profit conservation organization, and the County that legally restricts land to open space (wildlife habitat area) uses (see Section VI below). The minimum initial term for OS/LCA contracts is 10 or 20 years. OS/LCA Contracts automatically self-renew annually unless either party files a Notice of Nonrenewal. In return, restricted parcels are assessed for property tax purposes in accordance with Revenue and Taxation Code Section 421, et seq.

Public Improvement – Facilities or interests in real property, including easements, rights-of-way, and interests in fee title, owned by a public agency or person. (Government Code Section 51290.5).

Rescission/Reentry - The process of simultaneously voiding an existing Contract(s) and entering into new Contract(s) where there is no reduction in the amount of land under Contract. (see Section VIII.A below).

Special Area Contract - A LCA Contract or FSZA/LCA Contract which does not comply with the minimum legal lot size and Contract Area, contract boundaries or agricultural utilization required by these Guidelines.

Subject Property - The real property that is subject to a Contract or an application for a Contract.

Wildlife Habitat Area - A land or water area designated by the Board, after consulting with and considering the recommendation of the California Department of Fish and Wildlife, as an area of great importance for the protection or enhancement of the wildlife resources of the state. (Government Code § 51201(j); see Section VI below)

### **III. GENERAL POLICIES**

There are a number of policies and requirements established in State Law, local ordinance and these Guidelines which direct the County's implementation of the California Land Conservation Act.

#### **A. Conformance with State Law and County Ordinances and Resolutions**

All applications for: (1) the establishment or termination of AGPs, FSZAs, and Contracts; (2) zone changes associated with entering into a Contract; and (3) requests for County land use entitlements on contracted land, shall be made and decided in accordance with the requirements of the LCA, applicable County ordinances and resolutions, and these Guidelines as amended. Recommendations of the APAC (for agricultural LCA and FSZA/LCA contracts) and the County Planning Commission (for OS/LCA contracts) shall also be considered in processing such applications. These Guidelines shall be interpreted in a manner consistent with the overall intent expressed above. If any provision of the Guidelines is found to be invalid, it shall not invalidate the remaining provisions.

#### **B. Consistency of Entitlements with State Law and LCA Guidelines**

Where a property proposed for a Contract has an existing discretionary County land use permit, the permit must be reviewed to determine consistency with the proposed Contract.

Whenever a land use entitlement including, but not limited to, zone changes, subdivisions and conditional use permits is requested for land subject to a Contract, or about to enter a Contract, the entitlement should not be approved unless it is consistent with the provisions of State law and these Guidelines. Entitlement requests that are inconsistent with these Guidelines may be considered and acted upon only after the Contract has expired or is terminated.

No entitlement, subdivision of land, rescission/re-entry, portion nonrenewal, or portion cancellation shall be approved which would result in Contracts or lots under Contracts which do not meet the standards and requirements of these Guidelines and State law.

**C. Contracts Which Become Inconsistent with State Law and LCA Guidelines**

When changes in existing uses on contracted land result in agricultural utilization or uses which are inconsistent with State law or these Guidelines, making the land ineligible for the type of Contract that is in effect, the landowner or the County may record a Notice of Nonrenewal for that Contract pursuant to Section X (below). (Government Code § 51245.) Further, if a Material Breach of Contract is determined to exist, the County shall either (1) order the property owner to eliminate the conditions that created the Material Breach of Contract within 60 days; or (2) assess a monetary penalty and terminate the Contract on that portion of the property that has been made incompatible by the Material Breach. (Government Code § 51250(i).) (For County-initiated Contract non-renewal based on landowner violations of a Contract, Guidelines and/or LCA, see Section X of these Guidelines.)

**D. Property Tax Reduction**

In exchange for agreeing to restrict the use of property by entering into a Contract, special rules are applied by the Assessor in assessing the contracted property (see California Revenue and Taxation Code §§ 421-430.5, referred to as the “LCA Tax Provisions”). The LCA Tax Provisions are complex and should be consulted; these Guidelines are only intended to provide an overview.

Generally speaking, the County of Ventura Assessor’s Office (“Assessor”) applies the LCA Tax Provisions to determine the Subject Property’s value as of the Lien Date (January 1) of each year (the “LCA Value”). The LCA Value may be different than it would have been had the property not been subject to a Contract. For 10-year LCA Contracts, a certain percentage reduction is applied to the factored Proposition 13 base year value and then compared to the LCA Value. The lower of those values is enrolled. For 20-year FSZA Contracts, the percentage reduction is applied to both the factored Proposition 13 base year value and the LCA Value and the lower of those values is enrolled. The percentage reduction is never applied to the prior year’s value to derive the present year’s value.

The percentage reductions do not apply to the value of the residence or residential site on the Subject Property. The reduction also does not apply to the value attributable to farm labor housing, pipelines, pumps, wind machines, buildings and the like.

The amount of the percentage reduction depends on several factors, including the length and type of Contract (e.g., LCA [10 year] or FSZA/LCA [20 year]), the type of land (e.g., prime agricultural or non-prime), the use of land (e.g., crop production or grazing) and the location of the land. Depending upon the situation, the LCA Tax Provisions authorize the following range of percentage reductions:

10-year LCA and OS/LCA Contracts:

Prime land utilized for agricultural production	20 to 30%
Non-Prime land	10%

20-year FSZA/LCA Contract:

Prime or non-prime land

35%

Due to the numerous factors discussed above and the rules involved in assessing property subject to a Contract, it is not possible to state in advance what, if any, tax benefit would inure to the landowner.

#### **E. Acquisition of Land in AGP or FSZA for Public Improvement**

Prior to the County acquiring land in an AGP or FSZA for a public improvement, the County shall comply with the noticing procedures and make the findings required by Government Code Sections 51290 through 51295. Acquisition of land under a Contract by eminent domain or in lieu of eminent domain for a public improvement shall cause the Contract to be deemed null and void as to the land actually condemned or acquired. (Government Code § 51295.)

#### **F. Annexation of Land Subject to FSZA and FSZA/LCA Contracts**

Pursuant to Government Code Sections 51296.3 and 51297.3, notwithstanding any provision of Government Code Section 56000 et seq., the Ventura Local Agency Formation Commission (LAFCo) is prohibited from annexing land within a designated FSZA to a city, except under any of the following circumstances:

1. If the FSZA is located within a designated, delineated area that has been approved by the voters as a limit for existing and future urban facilities, utilities, and services (e.g., City Urban Restriction Boundary--CURB).
2. If annexation of a parcel or a portion of a parcel is necessary for the location of a public improvement except as provided in Government Code Section 51296.5 or 51296.6 as follows:
  - a. A school district shall not render inapplicable the County Coastal or Non-Coastal Zoning Ordinances to the use of land by the school district if the land is within a designated FSZA; or
  - b. A school district shall not acquire any land that is within a designated FSZA.
3. If the landowner consents to the annexation.
4. During the three-year period preceding the termination of a FSZA/LCA contract.

Also, pursuant to Government Code Sections 51296.4 and 51297.3, LAFCo is prohibited from annexing land within a designated FSZA to a special district that provides sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under the contract and the landowner consents to the annexation. However, this provision shall not apply during the three-year period preceding the termination of FSZA/LCA Contracts.

### **IV. AGRICULTURAL PRESERVES**

All land designated "Agricultural" by the County General Plan is located within an AGP (see Appendix "A"). Land designated "Open Space" by the County General Plan, while potentially eligible for a Contract, may or may not be located within an AGP. If a landowner

wishes to enter into a Contract, and the property is not within the boundaries of a previously established AGP, the owner must request the Board to expand the AGP or establish a new AGP simultaneously with the approval of the Contract.

Government Code Section 51230 requires that an AGP consist of no less than 100 acres, unless the Board determines that the unique characteristics of the agricultural operations in the area call for smaller preserves, and that the establishment of the preserve is consistent with the General Plan. AGPs may be made up of land in one or more ownerships. Landowners with less than 100 acres may combine two or more contiguous parcels to form standard-size preserves. Owners of parcels smaller than 100 acres, who are unable to combine their properties with adjacent parcels to create a standard-size AGP, may request the establishment of a substandard AGP contingent upon meeting the requirements of the Land Conservation Act. (Government Code § 51230.) Substandard-size AGPs shall be considered only for unincorporated areas comprised of a number of contiguous parcels currently in crop production. Land isolated from existing agricultural production areas is not eligible for a substandard-size AGP.

## **V. AGRICULTURAL CONTRACTS**

The eligibility of agricultural land for a LCA Contract and a FSZA/LCA Contract shall be determined pursuant to the requirements of the Land Conservation Act; County General Plan and Coastal and Non-Coastal Zoning Ordinances; these Guidelines; and the findings of the County APAC, and Board of Supervisors.

### **A. Requirements for LCA and FSZA/LCA Contracts**

Landowners may request to enter into a LCA Contract or FSZA/LCA Contract. The requirements are as follows:

#### **1. Land Designation**

Property must be designated “Agricultural” or “Open Space” under the County General Plan and be located within an AGP.

#### **2. Zoning**

Property must be zoned AE-40 ac (Agricultural Exclusive, 40 acre minimum parcel size), or if in the Coastal Zone, CA (Coastal Agricultural). If the property is not zoned appropriately at the time the request for a new Contract is submitted to the County, then a zone change must be processed in conjunction with the Contract. Approval of a zone change is contingent on the approval and execution of the new Contract by all parties.

Properties that are currently zoned OS (Open Space) with a required minimum parcel size (e.g., OS-80 ac) shall be rezoned to AE-40 ac with a minimum parcel size consistent with the average density of the surrounding parcels (e.g., AE-80 ac where the average size of the parcels is 80 acres and used primarily for grazing, AE-160 ac where the average size of the parcels is 160 acres, with OS-160 ac zoning). However, if the property is in irrigated crop production, it may be rezoned to AE-40 ac, regardless of the average surrounding parcel size.



### 3. Lot Size

The applicable minimum legal lot size identified in Table 1 must be met. The minimum acreage requirement applies to both the parcel size and the Contract Area (i.e., neither the parcel size nor the Contract Area may be less than the required acreage). Further, the boundaries of each Contract shall be the same as the legal lot boundaries. Special Area Contracts, discussed in Section IX below, would allow limited exceptions to these requirements.

### 4. Land Uses

Two types of uses are permitted on contracted property:

- a. Agricultural uses, as defined in Government Code Section 51201(b). These uses include the production of plants and floricultural crops in nurseries, whether in open fields or in greenhouses. However, uses which produce animal products for commercial purposes, but which generally are not dependent on the soils, topography, water or climate at the site, do not qualify land for LCA or FSZA/LCA Contracts (e.g., worm, algae, fur and fish farms, and feed lots). These uses may be located on land within a Contract, but outside of the area used to meet the agricultural utilization (production) requirements in Table 1.
- b. In accordance with Government Code Sections 51231, 51238, and 51238.1, “compatible uses” are those which are permitted, or conditionally permitted by the Ventura County Coastal or Non-Coastal Zoning Ordinance in the AE-40 ac or CA zones, respectively.

### 5. Agricultural Utilization

One goal of the County LCA program is to promote the full utilization of all potentially useable land under Contract. Therefore, the acreage within a Contract must meet the minimum agricultural utilization standards for crop production or animal husbandry/grazing set forth in Table 1 below. Special Area Contracts, discussed in Section IX below, would allow limited exceptions to these requirements. Land not used to meet the utilization requirement may be devoted to compatible uses.

**Table 1. Minimum Utilization of Land for LCA and FSZA/LCA Contracts**

Legal Lot/ Contract Size	Utilization Percentage* for LCA (10-year) Contracts	Utilization Percentage* for FSZA/LCA (20-year) Contracts
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9** To 15 Acres	90%	90%
15.1 To 25 Acres	75%	80%
25.1 To 40 Acres	65%	75%
Over 40 Acres	50%	70%
Animal Husbandry/ Grazing – 80 Acre Minimum	75%	No Animal Husbandry/ Grazing Contracts

\* Onsite water recycling ponds and other facilities required by a permitting authority shall be included in the calculation of utilization percentage for nurseries (open fields or in greenhouses).

\*\*The Board has determined that prime agricultural lands in Ventura County are highly productive due to the combination of soils, climate, and water availability; are suitable to a variety of orchard, row, and horticultural crops; and are capable of supporting commercially viable agricultural operations on minimum 9 acre parcels. Therefore, these parcels are contract eligible.

## 6. Standards for Agricultural Operations

LCA and FSZA/LCA Contracts include two types of agricultural operations--crop production and animal husbandry/grazing. To be eligible for a Contract, agricultural property must meet the standards outlined below.

### a. Crop Production

- 1) The following criteria for irrigated plant products must be met:
  - i. The land must be producing plant products for commercial purposes for three (3) of the previous five (5) years **or** be planted to as yet non-bearing fruit or nut trees, vines, bushes or crops which have a non-bearing period of less than five (5) years; and
  - ii. The land must be irrigated; and
  - iii. The land must have grossed no less than \$500 per acre per year for at least three (3) of the previous five (5) years, or reasonably be expected to gross no less than \$500 per acre per year for three (3) out of five (5) years when the bearing period begins.
- 2) The following criteria for non-irrigated plant products must be met:
  - i. The land must be cultivated and producing plant products for commercial purposes for three (3) of the previous five (5) years **or** be planted to as yet non-bearing fruit or nut trees, vines, bushes or crops which have a non-bearing period of less than five (5) years; and
  - ii. The land must have grossed no less than \$50 per acre per year for at least three (3) of the previous five (5) years, or reasonably be expected to gross no less than \$50 per acre per year for three (3) out of five (5) years when the bearing period begins.

### b. Animal Husbandry/Grazing. To qualify for a Contract, animal

husbandry/grazing operations must meet the requirements below.

- i. The land must have supported twenty (20) animal units per year (as defined in Table 2) and as determined by personal property taxes paid on the animals by the owner or operator, or other evidence such as rent receipts, as may be required for the previous five (5) years and be reasonably expected to continue to support such animals on a bona fide commercial basis. The selling of animals or their food or fiber products annually shall constitute raising animals on a commercial basis; and
- ii. The land must be fenced, bounded by barriers or other acceptable method so as to contain the animals; and
- iii. There shall be adequate corrals and facilities as appropriate for animal husbandry of specific breeds and/or grazing of livestock.

**Table 2. Animal Unit Equivalency**

Animal	20-Animal Equivalency*
Alpacas	40
Bison, Buffalo, Beefalo	20
Bovine (Cow, Cow With Calf, Bull, Oxen)	20
Chickens (Hen, Rooster)	200
Deer	40
Ducks	200
Emus	67
Equine (Including Donkeys, Burros, And Mules):	
Small – Under 36 Inches At The Withers	67
Medium – 36 to 58 Inches At The Withers	40
Large - Over 58 Inches At The Withers	20
Goats	100
Geese	125
Guinea Fowl	40
Hogs/Swine	40
Llamas	20
Ostriches, Rheas	40
Peafowl	40
Pheasants	125
Pigeons/Squabs/Quail	200
Pygmy Goats	80
Rabbits	400
Sheep	100
Turkeys	125

\*Based on animal unit factors from Ventura County Non-Coastal Zoning Ordinance

**B. Farmland Security Zone Area (FSZA/LCA) Contracts – Additional Requirements**

Property owners may request to enter into a 20-year Farmland Security Zone Area (FSZA/LCA) Contract. (Government Code § 51296 et seq.) Also, property owners

already subject to a 10-year LCA Contract or OS/LCA Contract may request to rescind the existing contract and enter into a new FSZA/LCA Contract. FSZA/LCA Contracts self-renew each year like other Contracts. To qualify for a FSZA/LCA Contract, all of the requirements set forth in Section V.A above (i.e., land use designation, zoning, minimum legal lot/contract size, land uses, agricultural utilization, and standards for agricultural operations) must be met.

In addition, the Subject Property must be designated by the Board as a FSZA. FSZAs shall meet all the following requirements (Government Code §§ 51296.1, 51296.8.):

1. The land must be within an AGP.
2. The land must be designated on the Important Farmland Series Map (“Map”) as predominantly one of the following:
  - a. Prime Farmland,
  - b. Farmland of Statewide Significance,
  - c. Unique Farmland, or
  - d. Farmland of Local Importance.

(Note: the Important Farmland Series Map (also referred to as the Important Farmlands Inventory) generally evaluates farmland based on its productive capabilities and soil conditions. The first three designations were identified by the State Department of Conservation, in cooperation with the United States Department of Agriculture, Soil Conservation Service. “Farmland of Local Importance” was designated by local advisory committees comprised of members of the agricultural community, citizen groups, and concerned public agencies. The Map may be viewed on the County Geographic Information System.)

If the proposed FSZA is not designated on the Map, the land shall qualify if it is predominately prime agricultural land as defined in Government Code Section 51201 (c). (Government Code § 51296.8.)

3. No land shall be included in an FSZA unless expressly requested by the owner.
4. Any land located within a city sphere of influence shall not be included in an FSZA, unless the creation of the FSZA has been approved by resolution by the city with jurisdiction within the sphere.
5. If more than one owner of contiguous properties requests the creation of an FSZA, the County shall place those properties in the same FSZA.
6. Upon termination of a FSZA/LCA contract, the FSZA shall simultaneously be terminated.

## **VI. OPEN SPACE (WILDLIFE HABITAT) CONTRACTS**

The eligibility of land for Open Space (Wildlife Habitat) Land Conservation Act (OS/LCA) contracts shall be determined pursuant to the requirements of the Land Conservation Act; the Ventura County General Plan and Zoning Ordinance; these Guidelines; and the recommendations of the California Department of Fish and Wildlife and the Planning Commission. The Board must approve an OS/LCA Contract.

To qualify for an OS/LCA Contract, all of the following criteria and requirements must be met.

### **A. Land Designation**

The Subject Property must be designated Open Space or Agricultural in the General Plan. Additionally, it must be located within an AGP.

### **B. Wildlife Habitat Area Designation Requirements**

To qualify for an OS/LCA Contract, the Subject Property must be designated by the Board as a Wildlife Habitat Area, which is defined as “an area of great importance for the protection or enhancement of the wildlife resources of the state.” (Government Code § 51201 (j).) The criteria in the County Initial Study Assessment Guidelines for Significant Biological Resources shall be used to determine if the Subject Property qualifies. The Subject Property must either have, or be capable of being restored to have, significant biological resources which include, but are not limited to, the following:

1. Habitats of endangered, threatened or rare species;
2. Sensitive Plant Communities;
3. Waters and Wetlands;
4. Environmentally Sensitive Habitat Area (ESHA);
5. Wildlife Movement Corridor.

These are defined as:

#### Endangered:

- a. Listed on State or federal endangered species lists, or
- b. A species whose survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factor.

#### Threatened:

- a. Listed on State or federal threatened species lists, or
- b. Any species which is likely to become endangered in the foreseeable future throughout all or a significant portion of its range.

#### Rare:

- a. Listed on State or federal rare species lists, or
- b. Although not presently threatened with extinction, the species is existing in such small numbers throughout all or a significant portion of its range that it may become endangered if its environment worsens.

#### Sensitive Plant Communities:

Plant Communities that are: a) ranked through the Natural Heritage Program and the Natural Diversity Database as critically imperiled, imperiled, or vulnerable; b) oak woodlands; or c) a locally important plant community as defined in the Ventura County General Plan.

#### Waters and Wetlands:

Areas that meet the definition for waters, wetlands or streambeds used by the U.S Army Corps of Engineers, California Department of Fish and Wildlife, or as defined in the Ventura County General Plan. Wetland habitats include plant communities that are associated with lands which are transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is periodically covered with shallow water. The frequency of occurrence of water is sufficient to support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands include marshes, bogs, sloughs, vernal pools, wet meadows, river and stream overflows, mudflats, ponds, springs and seeps.

Environmentally Sensitive Habitat Areas:

Areas in the Coastal Zone, including coastal waters, intertidal areas, estuaries, lakes, wetlands and sand dunes, which support plant or animal life or their habitats that are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or harmed by human activities and development.

Wildlife Movement Corridor:

A space, identifiable by the species using it, which facilitates the movement of animals and plants over time between two or more patches of otherwise disjunct habitat. Examples include riparian pathways along streams and creeks and remaining pathways of natural vegetation between developed areas that are frequented by wildlife moving between habitats.

The existence of Significant Biological Resources on the Subject Property may be established by (1) identification on a County Significant Biological Resources map, or (2) a survey performed by a qualified biological consultant. If the Contract Area is found by a qualified biological consultant to be an area where significant biological resources do not presently exist, but which is capable of being restored to have such resources, then the OS/LCA Contract shall include a Restoration Plan which will re-establish the significant biological resources within a reasonable time frame.

Before the Board may make the Wildlife Habitat Area designation, it shall first consider the recommendations of the Planning Commission and it shall consult with and consider the recommendations of the California Department of Fish and Wildlife, which uses its own set of criteria.

**C. Contract Area Size Standard**

The Contract Area size requirement for OS/LCA Contracts is different than for LCA Contracts, since there is no need for an area large enough to be an economically feasible commercial agricultural operation. The viability of wildlife habitats is affected by the nature of the habitat—in some circumstances, very small areas can provide valuable habitat—and by the presence of adjacent open space areas whether or not that land is under the same ownership. Therefore, unlike LCA Contracts where the Contract Area is coterminous with parcel boundaries, the Contract Area of an OS/LCA contract may be a portion of one legal parcel. For these reasons, the minimum

Contract Area for OS/LCA Contracts shall be determined on a case-by-case basis.

Factors to be considered in determining the appropriate Contract Area include:

1. High value of wildlife habitat. Features including, but not limited to, vernal pools, wildlife corridors, streams, sensitive plant communities, and habitats of rare and endangered species may be small in area but have high value as wildlife habitat. A small Contract Area may be permitted if the Subject Property includes high value wildlife habitat features.
2. Proximity to other wildlife habitat. A small area may be permitted if the Subject Property is adjacent to other open space land which is:
  - a. privately-owned and restricted to maintaining its use as a wildlife habitat or which is subject to other enforceable restrictions such as open space easements; or
  - b. publicly-owned open space.

#### **D. Compatible Uses**

Under the LCA, compatible uses are defined primarily by their compatibility with agriculture. However, the County may provide for restrictions, terms, and conditions that are more restrictive than or in addition to those required by the LCA. (Government Code § 51240.) These Guidelines establish more restrictive standards for compatible uses of property subject to OS/LCA Contracts to ensure that the Contract Area is compatible with wildlife habitat and protected from incompatible agriculture uses.

It is not possible to list the entire range of permitted compatible uses, or the prohibited incompatible uses, given the wide variety of potential Wildlife Habitat Areas. In some cases, healthy habitats may be maintained while allowing passive recreational human activities such as hiking. In other cases, preservation of sensitive species may require minimal human activity. The standards below provide guidelines for determining what uses shall be allowed, on a case-by-case basis. The OS/LCA Contract for each individual property shall specify in greater detail the permitted and prohibited uses.

1. Primary Use. The primary use of the Contract Area shall be the preservation of natural habitats and systems such as wetlands, native grass lands, native woodlands, individual species, and wildlife corridors. The landowner shall use appropriate management practices that enhance the natural attributes of the land.
2. Compatible Uses. Compatible uses are those which improve wildlife habitat and support conservation of identified endangered, threatened, rare, or locally important species and other biological resources. Permitted compatible activities may include (a) removal of existing structures and non-native species; (b) restoration of the land to its natural state; (c) re-introduction of native species; (d) passive recreational uses such as hiking trails, trailheads, and parking areas; and (e) structures such as information kiosks/signboards.
3. Prohibited Uses. Agricultural uses, introduction of non-native species, and construction of habitable structures or water-conveyance infrastructure are examples of activities that should not be permitted in Wildlife Habitat Areas.

Motorized vehicles and equipment are prohibited except when approved for use in conjunction with restoration work and/or conservation-related land management. If existing uses or structures on the property do not meet the above compatible use standards, the OS/LCA Contract may include a timetable for removal of these uses or structures.

In all cases, the needs of the specific type of wildlife habitat present within the Contract Area shall determine the permitted compatible uses. An OS/LCA Contract may also require that permitted compatible uses be restricted to specified areas within the contract boundaries.

## **VII. CONTRACT APPLICATION AND COMPLIANCE REQUIREMENTS**

Applicants shall comply with the following Contract application and compliance requirements:

### **A. Application Requirements**

#### **1. Application Form**

There are two Contract application forms: one for LCA and FSZA/LCA Contracts and one for OS/LCA Contracts. Applicants must submit the appropriate completed application form and other required information prior to the deadlines set forth in Section VII.B-1 below.

#### **2. Agricultural Preserve/Farmland Security Zone Area**

Prior to entering into a 10-year LCA Contract or OS/LCA Contract, the Subject Property must be within an AGP. If the applicant, in consultation with Planning Division staff, determines that the property is not within an existing AGP, the application shall include a request to establish or expand an AGP to include the property.

Prior to entering into a 20-year FSZA/LCA Contract, the Subject Property must be within an AGP and a Farmland Security Zone Area (FSZA). If the applicant, in consultation with Planning staff, determines that the property is not within an existing AGP or FSZA, the application shall include a request to establish or expand an AGP or FSZA to include the property.

#### **3. Title Report**

A preliminary title report prepared by a title company shall be submitted with an application for a Contract. The report submitted must have been issued no earlier than sixty (60) days prior to the application submittal date. If any changes in the ownership of the property occur between the date of the title report and the Planning Commission hearing, or Board of Supervisors hearing, the applicant shall notify the Planning Director in writing of such changes and must provide an updated title report.



#### **4. Signature of Owners**

All persons, corporations, associations, partnerships, or other entities (except public utilities and public entities) having any right, or title or interest of any kind (except easement interest) in or affecting the surface use (extending to 200 feet below the surface) of the property proposed for a Contract, are required to sign the application as owners.

### **B. Processing Applications**

#### **1. Filing Deadline**

Applications to establish, disestablish, alter or expand the boundary of an AGP or a FSZA, and for new Contracts must be filed with the Planning Division by the first Friday in June. The application must include the required fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule, together with a completed fee reimbursement agreement. All required information must be received, and all Contract Area boundaries finalized, by the first Friday in July (or the following Monday if it falls on a holiday) to allow sufficient time for the County to review and process the Contract applications prior to the end of the year. Applications/information received after these deadlines may be returned to the applicant, and the unused balance of the fee deposit refunded, without the application being approved. These deadlines may be extended by the Planning Director on written request by the applicant showing that circumstances beyond the applicant's control prevented submittal of the required application materials by the above deadlines.

#### **2. Review and Approval Process**

- a. Agricultural Policy Advisory Committee. All applications for agricultural LCA and FSZA/LCA Contracts, associated AGP or FSZA boundary changes shall be reviewed by the Agricultural Policy Advisory Committee (APAC) prior to the Board of Supervisors hearing. Applications for OS/LCA Contracts are not reviewed by APAC. However, when an application for an agricultural LCA or FSZA/LCA Contract is associated with an application for a companion OS/LCA Contract (such as contracts involving a rescission/reentry), the APAC shall review the LCA or FSZA/LCA Contract component prior to the Planning Commission hearing on the OS/LCA Contract.
- b. California Department of Fish and Wildlife. Applications for OS/LCA Contracts shall be reviewed by the California Department of Fish and Wildlife (DFW), to assess the Subject Property's suitability as a wildlife habitat area. The recommendation of the DFW shall be included in the staff report to the Planning Commission and the Board of Supervisors. Applications for agricultural LCA and FSZA/LCA Contracts are not reviewed by the DFW.
- c. Planning Commission. The Planning Commission shall hold a public hearing on and review all applications for OS/LCA Contracts. Applications

for agricultural LCA or FSZA/LCA Contracts are not subject to review by the Planning Commission unless they are associated with an application for a companion OS/LCA Contract (such as Contracts involving a rescission/reentry). After the hearing, the Planning Commission shall make a recommendation to the Board of Supervisors to approve, partially approve, or deny each individual Contract application and associated requests for AGP or FSZA boundary changes.

- d. Board of Supervisors. The Board of Supervisors shall hold a public hearing on the Contract applications, and make a final decision to approve, partially approve, or deny each individual Contract application, associated requests for AGP or FSZA boundary changes and, if applicable, the requested designation of a wildlife habitat area.
- e. Public Notice. The County shall utilize the legal notice requirements for land use hearings set forth in the Ventura County Non-Coastal Zoning Ordinance for both the Planning Commission and Board of Supervisor hearings on Contract applications. If a Contract application includes a request to establish, disestablish, alter or expand the boundary of an AGP or FSZA, at least 14-calendar day notice of the hearing shall also be given to the Local Agency Formation Commission (LAFCo) and to every city in the County within one mile of the exterior boundaries of the proposed preserve. (Government Code § 51233.)

### **3. Completion of Contracts**

- a. Signature of Owners. All persons, corporations, associations, partnerships, or other entities (except public utilities and public entities) having any right, or title or interest of any kind (except easement interest) in or affecting the surface use (extending to 200 feet below the surface) of the Subject Property are required to sign the Contract as owners.
- b. Recordation of Contracts. After the owners and the County have executed the Contracts, the case planner shall cause them, as well as any resolution(s) for associated AGP or FSZA boundary changes, to be recorded in the Office of the County Recorder.

## **C. Ongoing Compliance Requirements**

### **1. Submission of Information on Contracted Property**

At any time during the Contract term the County may request, and the landowner shall timely provide by the due date specified by the County, information relating to landowner's compliance with the provisions of a Contract, these Guidelines and the LCA. Such requested information may include, but is not limited to, a description of existing and planned land uses, structures or agricultural utilization on the Subject Property.

## **2. Submission of Completed Agricultural Preserve Questionnaire**

Each landowner shall complete an annual Agricultural Preserve Questionnaire (“Questionnaire”) and submit it to the County Assessor by the due date indicated on the Questionnaire. The landowner shall also provide any additional information requested by the County related to the assessment of the property. If the landowner fails to provide the Assessor with the completed Questionnaire by the stated due date, the County may prepare and serve a Notice of Nonrenewal on the owner, pursuant to Government Code Section 51245 and Section X of these Guidelines.

## **VIII. RESCISSION/REENTRY, NONRENEWAL AND CANCELLATION REQUESTS**

### **A. Rescission/Reentry**

#### **1. Applicability**

From time to time, situations will arise in which a landowner wishes to add non-contracted land to an existing Contract(s), transfer contracted land from one type of Contract to another, or subdivide property that is under an existing Contract(s). This can potentially be accomplished by rescinding the existing Contract(s) and simultaneously reentering into a new Contract(s) pursuant to Government Code Section 51254, referred to colloquially as “rescission/reentry.” For example, a rescission/reentry may be used to transfer land from an agricultural LCA Contract to an open space OS/LCA Contract. Where property under an existing Contract(s) is subdivided into new lots, the Contract(s) must be rescinded, and new Contracts must be entered into and the boundaries of the new Contract(s) coincide with the boundaries of the subdivided lots. Another instance where a rescission/reentry would be used is where property(ies) under an existing Contract is subdivided, adjusted, or merged, even if the outer boundary of the existing Contract remains unchanged. This ensures that the boundaries of the new Contract(s) coincide with the boundaries of the new lot(s). New Contract boundaries, and all rescission/reentries must be in compliance with the current applicable Government Code provisions and these Guidelines and shall not be for less aggregate acreage than originally contracted.

#### **2. Lot Line Adjustments**

Government Code Section 51257 authorizes rescission/reentry as an available method to facilitate a parcel map waiver/lot line adjustment (PMW/LLA), pursuant to Government Code Section 66412, involving contracted land. Such PMW/LLA requests often involve the exchange of contracted land for previously non-contracted land, or an exchange of land between Contracts. In a typical case, the County and landowners mutually agree to rescind a LCA or FSZA/LCA Contract(s), and simultaneously reenter into a new Contract(s) to coincide with, or be contained within, the new legal lot boundaries.

To approve a rescission/reentry and prior to recording a PMW/LLA, and pursuant to Government Code Section 51257 and these Guidelines, the Board of Supervisors must make **all** of the following findings:

- a. The new Contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for LCA Contracts, at least twenty (20) years for FSZA/LCA Contracts, or either period for OS/LCA Contracts.
- b. There is no net decrease in the amount of the aggregate acreage (total Contract acreage combined between the parcels involved in the lot line adjustment) subject to the existing and proposed Contract(s).
- c. At least ninety percent (90%) of the originally contracted land is included within a new Contract(s).
- d. The resulting legal lot area subject to an agricultural contract is large enough to sustain qualifying agricultural uses.
- e. The lot line adjustment would not compromise the long-term agricultural production of land within the proposed legal lots or other agricultural lands subject to Contract(s).
- f. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural uses.
- g. The lot line adjustment does not result in a greater number of developable legal lots than existed prior to the adjustment or an adjusted lot that is inconsistent with the County General Plan.

Rescission/reentries to accommodate PMW/LLAs on contracted land are subject to Board approval and action. (Government Code § 51257.)

### **3. Filing Deadline**

Applications for rescission/reentries must be filed with the Planning Division in accordance with Section VII.B-1 of these Guidelines.

## **B. Contract Nonrenewal**

Because Contracts automatically renew each year, if either the landowner or County desires to not renew the Contract, that party must serve on the other party a written "Notice of Nonrenewal." In order for a landowner to initiate the nonrenewal process, the landowner must submit to the Planning Division a completed application for a Notice of Nonrenewal, including by providing all required information and materials, along with a fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule, and a completed fee reimbursement agreement. The signature requirements described in Section VII.B above apply to a landowner-initiated Notice of Nonrenewal.

### **1. Types of Contract Nonrenewal**

#### **a. Landowner-Initiated Nonrenewal of Entire Contract**

A landowner must submit a complete application (and fee deposit and reimbursement agreement) for the nonrenewal of an entire Contract by October

1 (or the following Monday, if October 1 falls on a weekend) to become effective on the Contract renewal date, January 1. (Government Code § 51245.) Because no property would remain under Contract, the nonrenewal of an entire Contract does not require APAC or Planning Commission review or Board approval.

b. Landowner-Initiated Nonrenewal of Portion of Contract

A landowner must submit a complete application (and fee deposit and reimbursement agreement) for the nonrenewal of a portion of a Contract by the first Friday in June, in accordance with the application requirements described in Section VII of these Guidelines. Because a portion of the Subject Property would remain under Contract, the size and agricultural utilization of that remaining portion must be found to be consistent with the LCA and these Guidelines before it can be approved by the County. Accordingly, an application for the nonrenewal of a portion of a Contract is subject to the same review and approval process as an application for a new Contract (see Section VII.B above).

c. County-Initiated Nonrenewal

The County may non-renew an entire Contract at any point during the Contract term pursuant to Section X below. (Government Code § 51245.)

**2. Recordation and Distribution of Nonrenewal-Related Notices**

No later than 20 days after the County receives a notice of nonrenewal from a landowner, serves a Notice of Nonrenewal upon a landowner, or withdraws a Notice of Nonrenewal, the Clerk of the Board shall record with the County Recorder a copy of the Notice of Nonrenewal or Notice of Withdrawal of Nonrenewal. (Government Code § 51245.) Within 30 days of the receipt of a Notice of Nonrenewal from a landowner, the service of a Notice of Nonrenewal upon a landowner, or the withdrawal of a Notice of Nonrenewal, the County shall deliver a copy of the Notice of Nonrenewal or Notice of Withdrawal of Nonrenewal to the State Director of Conservation. (Government Code § 51245.)

**3. Effect of Nonrenewal**

Following recordation of a Notice of Nonrenewal, the Contract term is not renewed annually and “winds down” over the remaining 9 or 19 years of the Contract term (i.e., 9 years for a LCA Contract; 19 years for a FSZA/LCA Contract; or 9 or 19 years for a OS/LCA Contract depending on the type) with taxes incrementally rising to the full, unrestricted rate. The Subject Property is still subject to all requirements of the Contract, these Guidelines and the LCA during the “wind down” period until the Contract expires. Once the Contract expires, the land is no longer restricted.

### **C. Landowner Contract Cancellation**

A landowner who wishes to terminate a Contract without waiting for the nonrenewal period to expire may petition the Board to cancel (terminate) the Contract pursuant to Government Code Section 51280 et seq. Either the entire Contract may be cancelled, or just a portion of the Contract. Cancellation requests are often filed in conjunction with applications for land use entitlements and can be submitted at any time. Cancellation of a Contract is difficult. The procedures and requirements for cancellation are briefly summarized below.

The petition for cancellation of a Contract must include a proposal for a specified alternative use and the required fee deposit. The Board reviews the petition to determine whether it can make one of the following findings necessary to tentatively approve a cancellation: (1) that the cancellation is consistent with the purposes of the Land Conservation Act, or (2) that cancellation is in the public interest. Government Code Section 51282 elaborates further on specific determinations that must be made to make either of these two overall findings. If cancellation of a portion of a Contract is requested, the Board must determine that the portion of the property that would remain under Contract complies with the Government Code and these Guidelines.

Upon tentative approval by the Board, a Certificate of Tentative Cancellation (CTC) is executed and recorded. The CTC shall state the conditions that must be satisfied before the Contract may be cancelled. Once the conditions are met, the landowner must notify the Board. Within thirty days of the notice and upon determination that the conditions stated in the CTC are satisfied, the Board shall execute and cause a Certificate of Cancellation (CC) to be recorded. The CC is then sent to the State Department of Conservation. (Government Code § 51283.4.) If the Board determines the landowner did not satisfy the conditions, it shall execute and cause a Certificate of Withdrawal of Tentative Approval to be recorded. In addition to these provisions, the requirements of Government Code Section 51297 apply to cancellation of a FSZA/LCA Contract.

Cancellation of a Contract also requires the property owner to pay a “cancellation fee.” (Government Code §§ 51283 and 51297.) The required cancellation fee for a 10-year LCA Contract is 12.5 percent of the current fair market value of the property, determined as if the property were free of the Contract restriction. The cancellation fee for a 20-year FSZA/LCA Contract is 25 percent of the current fair market value of the property.

### **D. Solar Use Easements**

Pursuant to Government Code Sections 51190, 51191 et seq., and 51255.1, Revenue and Taxation Code Section 402.1, Fish and Game Code Sections 2805, 2835, 3511, 4700, 5050, and 5515, and Title 14, California Code of Regulations, Sections 3100 through 3117 (Senate Bill (SB) 618 and Assembly Bill (AB) 2241), a landowner who wishes to enter into a solar-use easement contract with the County may rescind a LCA Contract (or a portion thereof) and simultaneously enter into a solar-use easement contract, provided that the property meets the criteria established by the California Department of Conservation. The California Department of Conservation’s “Solar Use

Easements Advice for Applicants, Cities, and Counties” sets forth the minimum eligibility criteria, required application materials, and approval process to enter into a solar-use easement contract.

Furthermore, the easement must require that the land be used for solar photovoltaic facilities for a term of 20 years or, if the landowner requests, for a term of not less than 10 years.

For more information about the solar-use easement option and how to apply, please visit the California Department of Conservation’s website at: <http://www.conservation.ca.gov/dlrp/lca/Pages/SolarUseEasements.aspx>

## **IX. SPECIAL AREA CONTRACTS**

These Guidelines require that land proposed for new LCA Contracts and FSZA/LCA Contracts meet certain eligibility criteria (see Section V.A). However, under certain specified circumstances, agricultural Contracts which do not comply with the requirements set forth in Section V.A-3 and V.A-5 (i.e., minimum legal lot size and Contract Area, contract boundaries, or agricultural utilization requirements) may nonetheless be consistent with the purpose of the Land Conservation Act and these Guidelines. For these limited situations, the Board of Supervisors may approve a Special Area Contract if it meets **all** of the following eligibility criteria:

1. The proposed Contract Area must be used for crop production (land used for animal husbandry/grazing is not eligible for a Special Area Contract);
2. The proposed Contract Area must be located adjacent to parcels primarily in crop production on a minimum of two sides. Land isolated from existing agricultural production is not eligible for a Special Area Contract. Although not required, a Special Area Contract will be more favorably considered if it is located either adjacent to or in proximity to existing LCA Contracts or FSZA/LCA Contracts, or if it establishes a buffer between existing urban uses and land in agricultural production;
3. The proposed Contract Area is no less than 80 percent of the size of the legal lot;
4. The agricultural utilization is a minimum 85 percent of the proposed Contract Area (e.g., if the Contract Area is 8 acres, the agricultural utilization must be at least 6.8 acres);
5. The proposed contract furthers the primary goal of the LCA and these Guidelines—to preserve commercially viable agricultural land.

Situations where a Special Area Contract may be appropriate include, but are not limited to, the following:

- The agricultural utilization requirements in Section V.A-5 could not be met because the agricultural use of the parcel consists of discrete pocket(s) surrounded by non-agricultural uses or separated by topographical features;
- The agricultural utilization requirements in Section V.A-5 could not be met because

portions of the parcel include area(s) that cannot be utilized for crop production, such as a steep hillside or barranca running through the property;

- The proposed Contract Area seeks to exclude the portion of the parcel with General Plan land use designations other than “Open Space” or “Agricultural” or zoning other than AE-40 ac or CA.

## **X. MONITORING AND ENFORCEMENT**

### **A. Monitoring**

The County shall actively monitor landowner compliance with existing LCA Contracts by periodically reviewing the continued eligibility of the Subject Properties and checking for violations of the Contract, these Guidelines, and the LCA. Such compliance monitoring shall be the responsibility of the Planning Division in consultation with the Assessor.

### **B. LCA Contract Enforcement**

As authorized by Government Code Section 51251, the County may take any available action to enforce a Contract, including, but not limited to, initiating a civil lawsuit seeking specific performance or injunctive relief.

### **C. County-Initiated Nonrenewal**

The County may non-renew a Contract based on a violation of a Contract, these Guidelines, and/or the LCA. The following are the procedures for processing a County-initiated Notice of Nonrenewal:

1. If the County confirms that a landowner has violated, and/or that a Subject Property is not in compliance with, a Contract requirement, these Guidelines or the LCA, the Planning Division may issue a Notice of Nonrenewal to the landowner.
2. If the landowner wishes to protest the County’s decision to non-renew the Contract, the landowner must submit a completed appeal form, along with a fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule and a completed fee reimbursement agreement, to the Planning Division within 30 calendar days from the date of the County’s Notice of Nonrenewal. Notwithstanding the foregoing, if the County’s Notice of Nonrenewal cites a landowner’s failure to timely submit a Questionnaire as the sole basis for the decision to non-renew the Contract, the landowner shall not be required to submit a fee deposit or fee reimbursement agreement along with the required appeal form.



3. If a landowner does not timely protest a County decision to non-renew a Contract in accordance with the above requirements, the County's decision to non-renew the Contract is final and non-appealable.
  
4. If a landowner timely protests a County decision to non-renew a Contract in accordance with the above requirements, a protest hearing shall be held at which the landowner may present testimony and evidence to support the landowner's protest. If the sole basis for non-renewal is the landowner's failure to timely submit a Questionnaire, the Assessor or designee shall convene and be the decision-maker at the protest hearing. The Planning Director or designee shall convene and be the decision-maker at all other protest hearings. Within 10 calendar days after the protest hearing, the County shall issue and provide the landowner with a written decision either upholding or rescinding the decision to non-renew the Contract. If the decision is to rescind the non-renewal, the County shall prepare and provide to the landowner a Notice of Withdrawal of Nonrenewal which shall be recorded and distributed in accordance with Section VIII b. 2. above. The County's decision following the protest hearing shall be final and non-appealable.

## **APPENDIX A**

### **BACKGROUND**

The California Land Conservation Act, also known as the Williamson Act (Government Code Section 51200 et seq.), was adopted by the State Legislature in 1965. The State continues to amend, revise, and add sections to the Government Code and Revenue and Taxation Code that directly affect the Ventura County Land Conservation Act program.

In 1969, the County Board of Supervisors adopted “Guidelines for Implementation of the Land Conservation Act of 1965/the Williamson Act” (the LCA Guidelines). These Guidelines and subsequent revisions established criteria for eligibility for Agricultural Preserves (AGPs) and LCA Contracts in the unincorporated areas of the county. AGPs were established or expanded in conjunction with the approval of new LCA Contracts, and assigned specific numbers based on county census tract numbers.

In 1984, the Board adopted revised Guidelines and a resolution creating an AGP that encompassed all areas designated “Agricultural” by the County General Plan. The Board recognized that the system of establishing AGPs concurrently with LCA Contracts prevented some growers with land designated “Agricultural” from entering into a Contract only because their land was not adjacent to an existing AGP and was not large enough to qualify for a new AGP. Establishment of an AGP containing all land designated “Agricultural” eliminated this inequity, as well as the need to create new or expand existing AGPs with each new LCA Contract request. As a result, any commercial agricultural operation designated “Agricultural” is potentially eligible for a LCA Contract. The Board still must establish or expand existing numbered AGPs in conjunction with approval of individual LCA Contracts for property designated “Open Space” by the County General Plan.

Some of the areas designated “Agricultural” are not located within previously established numbered preserves and have not been assigned individual numbers. The unnumbered areas designated “Agricultural” are referred to by the County Planning Division as the “de facto” AGPs for purpose of identification.

In 1998, the State legislature adopted Government Code Section 51296 to allow 20-year Farmland Security Zone Area/Land Conservation Act (FSZA/LCA) Contracts to expand options available to landowners for the preservation of agricultural land. The Government Code authorizes landowners to petition the Board to enter into new FSZA/LCA Contracts or rescind existing ten-year LCA Contracts and simultaneously re-enter into FSZA/LCA Contracts. Additional land use and annexation restrictions and potential increased property tax reductions make FSZA/LCA Contracts a more powerful tool than LCA Contracts for long term protection of farmlands in the county.

In 2005, the State legislature adopted Assembly Bill 365, which clarified that for the purpose of the Land Conservation Act and Contracts established under the Act, as well as the State Food and Agricultural Code, “agricultural use” includes plants and floricultural crops produced by nurseries, whether in open fields or in greenhouses.

## EXHIBIT 8

### DRAFT CONDITIONS OF APPROVAL FOR BERYLWOOD AGRICULTURAL OFFICE, CONDITIONAL USE PERMIT, CASE NO. PL24-0054

#### RESOURCE MANAGEMENT AGENCY (RMA) CONDITIONS

##### Planning Division Conditions

###### 1. Project Description

This Conditional Use Permit (CUP) is based on and limited to compliance with the project description stated in this condition below, Exhibits 2 through 8 of the Planning Director hearing on January 23, 2025, and conditions of approval set forth below. Together, these conditions and documents describe the "Project." Any deviations from the Project must first be reviewed and approved by the County in order to determine if the Project deviations conform to the Project as approved. Project deviations may require Planning Director approval for changes to the permit or further California Environmental Quality Act (CEQA) environmental review, or both. Any Project deviation that is implemented without requisite County review and approval(s) may constitute a violation of the conditions of this permit and applicable law.

The Project description is as follows:

The CUP authorizes the continued use and operation of an existing 1,440 square foot agricultural office for a 25-year term. The agricultural office shall be accessory to and in support of the existing agricultural operation (citrus orchard) located on the remainder of the 38.50-acre Project site. Pursuant to Section 8107-20.3.2 of the Ventura County Non-Coastal Zoning Ordinance (NCZO), a CUP is required because the size of the existing agricultural office exceeds 700 square feet and the lot size is less than 100 acres. The requested CUP supersedes CUP-5138, which expired on October 8, 2020. Five employees may continue to work at the office. Hours of operation shall continue to be Monday to Friday from 7:00 am to 5:00 pm PT. Water shall continue to be provided by Waterworks District No. 19 (Somis) and sewage disposal provided by a private, onsite septic system. The property is secured with onsite cameras and an alarm system. No physical changes shall be proposed with this CUP. Granting of this CUP abates violation CV23-0319. The proposed Project plans, which detail the above-described Project specifics are included as Exhibit 3 of the Planning Director staff report.

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Exhibit 8 – Draft Conditions of Approval

The use and maintenance of the property, as well as the size, shape, arrangement, and location of structures, parking areas and landscape areas shall conform to the Project description above and all approved County land use hearing exhibits in support of the Project and conditions of approval below.

## 2. Days and Hours of Operation

**Purpose:** In order to ensure compatibility with surrounding uses, it is necessary to limit the days and hours of operation of the approved use.

**Requirement:** The use of the agricultural office be limited to the hours of 7:00 am to 5:00 pm from Monday through Friday. The Permittee shall post the hours of operation in an obvious location that can be seen by users. The signage must be made of weatherproof and permanent material and comply with the Ventura County NCZO (Article 10).

**Documentation:** The Permittee shall provide the Planning Division with photographic documentation that the hours of operation have been posted as required pursuant to this condition.

**Timing:** The Permittee shall post the hours of operation prior to the issuance of Zoning Clearance for Use Inauguration and the Permittee shall maintain the posted hours of operation for the life of the permit.

**Monitoring and Reporting:** The Planning Division has the authority to conduct periodic site inspections to ensure ongoing compliance by the Permittee with this condition consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

## 3. Site Maintenance

**Purpose:** To ensure that the Project site is maintained in a neat and orderly manner so as not to create any hazardous conditions or unsightly conditions which are visible from outside of the Project site.

**Requirement:** The Permittee shall maintain the Project site in a neat and orderly manner, and in compliance with the Project description set forth in Condition No. 1. Only equipment and/or materials which the Planning Director determines to substantially comply with the Project description shall be stored within the Project site during the life of the Project.

**Documentation:** The Permittee shall maintain the Project site in compliance with Condition No. 1 and the approved plans for the Project.

**Timing:** The Permittee shall maintain the Project site in a neat and orderly manner and in compliance with Condition No. 1 throughout the life of the Project.

**Monitoring and Reporting:** The County Building Inspector, Public Works Agency Grading Inspector, Fire Marshall, and/or Planning Division staff has the authority to conduct periodic site inspections to ensure the Permittee's ongoing compliance with this

condition consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

4. CUP Modification

Prior to undertaking any operational or construction-related activity which is not expressly described in these conditions, the Permittee shall first contact the Planning Director to determine if the proposed activity requires a modification of this CUP. The Planning Director may, at the Planning Director's sole discretion, require the Permittee to file a written and/or mapped description of the proposed activity in order to determine if a CUP modification is required. If a CUP modification is required, the modification shall be subject to:

- a. The modification approval standards of the Ventura County Ordinance Code in effect at the time the modification application is acted on by the Planning Director; and
- b. Environmental review, as required pursuant to the California Environmental Quality Act (CEQA; California Public Resources Code, Sections 21000-21178) and the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Sections 15000-15387), as amended from time to time.

5. Acceptance of Conditions and Schedule of Enforcement Responses

The Permittee's acceptance of this CUP and/or commencement of construction and/or operations under this CUP shall constitute the Permittee's formal agreement to comply with all conditions of this CUP. Failure to abide by and comply with any condition of this CUP shall constitute grounds for enforcement action provided in the Ventura County NCZO (Article 14), which shall include, but is not limited to, the following:

- a. Public reporting of violations to the Planning Commission and/or Board of Supervisors;
- b. Suspension of the permitted land uses (Condition No. 1);
- c. Modification of the CUP conditions listed herein;
- d. Recordation of a "Notice of Noncompliance" on the deed to the subject property;
- e. The imposition of civil administrative penalties; and/or
- f. Revocation of this CUP.

The Permittee is responsible for being aware of and complying with the CUP conditions and all applicable federal, state, and local laws and regulations.

6. Time Limits

- a. Use inauguration:

- (1) The approval decision for this CUP becomes effective upon the expiration of the 10-day appeal period following the approval decision, or when any appeals of the decision are finally resolved. Once the approval decision

becomes effective, the Permittee must obtain a Zoning Clearance for Use Inauguration in order to initiate the land uses set forth in Condition No. 1.

- (2) This CUP shall expire and become null and void if the Permittee fails to obtain a Zoning Clearance for Use Inauguration within one year from the date the approval decision of this CUP becomes effective. The Planning Director may grant a one-year extension of time to the Permittee in order to obtain the Zoning Clearance for Use Inauguration if the Permittee can demonstrate to the satisfaction of the Planning Director that the Permittee has made a diligent effort to implement the Project, and the Permittee has requested the time extension in writing at least 30 days prior to the one-year expiration date.
  - (3) Prior to the issuance of the Zoning Clearance for Use Inauguration all fees and charges billed to that date by any County agency, as well as any fines, penalties, and sureties, must be paid in full. After issuance of the Zoning Clearance for Use Inauguration any final billed processing fees must be paid within 30 days of the billing date or the County may revoke this CUP.
- b. Permit Life or Operations Period: This CUP will expire on **[insert date]**. The lack of additional notification of the expiration date provided by the County to the Permittee shall not constitute grounds to continue the uses that are authorized by this CUP after the CUP expiration date. The uses authorized by this CUP may continue after the CUP expiration date if:
- (1) The Permittee has filed a permit modification application pursuant to Section 8111-6 of the Ventura County NCZO prior to **[insert date]**; and
  - (2) The County decision-maker grants the requested modification.

The uses authorized by this CUP may continue during processing of a timely-filed modification application in accordance with Section 8111-2.10 of the Ventura County NCZO.

7. Documentation Verifying Compliance with Other Agencies' Requirements Related to this CUP

**Purpose:** To ensure compliance with, and notification of, federal, state, and/or local government regulatory agencies that have requirements that pertain to the Project (Condition No. 1, above) that is the subject of this CUP.

**Requirement:** Upon the request of the Planning Director, the Permittee shall provide the Planning Division with documentation (e.g., copies of permits or agreements from other agencies, which are required pursuant to a condition of this CUP) to verify that the Permittee has obtained or satisfied all applicable federal, state, and local entitlements and conditions that pertain to the Project.

**Documentation:** The Permittee shall provide this documentation to Planning Division staff in the form that is acceptable to the agency issuing the entitlement or clearance, to be included in the Planning Division Project file.

**Timing:** The documentation shall be submitted to the Planning Division prior to the issuance of the Zoning Clearance for Use Inauguration.

**Monitoring and Reporting:** The Planning Division maintains the documentation provided by the Permittee in the respective Project file. In the event that the federal, state, or local government regulatory agency prepares new documentation due to changes in the Project or the other agency's requirements, the Permittee shall submit the new documentation within 30 days of receipt of the documentation from the other agency.

8. Notice of CUP Requirements and Retention of CUP Conditions On Site

**Purpose:** To ensure full and proper notice of these CUP conditions affecting the use of the subject property.

**Requirement:** Unless otherwise required by the Planning Director, the Permittee shall notify, in writing, the Property Owner(s) of record, contractors, and all other parties and vendors who regularly conduct activities associated with the Project, of the pertinent conditions of this CUP.

**Documentation:** The Permittee shall maintain a current set of CUP conditions and exhibits at the Project site.

**Timing:** Prior to issuance of a Zoning Clearance for Use Inauguration and throughout the life of the Project.

**Monitoring and Reporting:** The Planning Division has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

9. Recorded Notice of Land Use Entitlement

**Purpose:** The Permittee shall record a "Notice of Land Use Entitlement" form and the conditions of this CUP with the deed for the subject property that notifies the current and future Property Owner(s) of the conditions of this CUP.

**Requirement:** The Permittee shall sign, have notarized, and record with the Office of the County Recorder, a "Notice of Land Use Entitlement" form furnished by the Planning Division and the conditions of this CUP, with the deed of the property that is subject to this CUP.

**Documentation:** Recorded "Notice of Land Use Entitlement" form and conditions of this CUP.



**Timing:** The Permittee shall record the “Notice of Land use Entitlement” form and conditions of this CUP, prior to Zoning Clearance for Use Inauguration.

**Monitoring and Reporting:** The Permittee shall return a copy of the recorded “Notice of Land Use Entitlement” form and conditions of this CUP to Planning Division staff to be included in the Project file.

10. Financial Responsibility for Compliance Monitoring and Enforcement

a. **Cost Responsibilities:** The Permittee shall bear the full costs of all County staff time, materials, and County-retained consultants associated with condition compliance review and monitoring, CEQA mitigation monitoring, other permit monitoring programs, and enforcement activities, actions, and processes conducted pursuant to the Ventura County NCZO (Section 8114-3) related to this CUP. Such condition compliance review, monitoring and enforcement activities may include (but are not limited to): periodic site inspections; preparation, review, and approval of studies and reports; review of permit conditions and related records; enforcement hearings and processes; drafting and implementing compliance agreements; and attending to the modification, suspension, or revocation of permits. Costs will be billed at the rates set forth in the Planning Division or other applicable County Fee Schedule, and at the contract rates of County-retained consultants, in effect at the time the costs are incurred.

b. **Establishment of Revolving Compliance Account:**

Within 10 calendar days of the effective date of the final decision approving this CUP, the Permittee shall submit the following deposit and reimbursement agreement to the Planning Director:

(1) A payment of \$500.00 for deposit into a revolving condition compliance and enforcement account to be used by the Planning Division to cover costs associated with condition compliance review, monitoring, and enforcement activities described in 10.a (above), and any duly-imposed civil administrative penalties regarding this. The Permittee shall replenish such account to the above-stated amount within 10 calendar days after receiving notice of the requirement to do so from the RMA.

(2) An executed reimbursement agreement, in a form provided by the Planning Division, obligating the Permittee to pay all condition compliance review, monitoring, and enforcement costs, and any civil administrative penalties, subject to the Permittee’s right to challenge all such charges and penalties prior to payment.

c. **Billing Process:** The Permittee shall pay all Planning Division invoices within 30 days of receipt thereof. Failure to timely pay an invoice shall subject the Permittee to late fees and charges set forth in the Planning Division Fee



Schedule, and shall be grounds for suspension, modification, or revocation of this CUP. The Permittee shall have the right to challenge any charge or penalty prior to payment.

11. Defense and Indemnification

- a. The Permittee shall defend, at the Permittee's sole expense with legal counsel acceptable to the County, against any and all claims, actions, or proceedings against the County, any other public agency with a governing body consisting of the members of the County Board of Supervisors, or any of their respective board members, officials, employees and agents (collectively, "Indemnified Parties") arising out of or in any way related to the County's issuance, administration, or enforcement of this CUP. The County shall promptly notify the Permittee of any such claim, action or proceeding and shall cooperate fully in the defense.
- b. The Permittee shall also indemnify and hold harmless the Indemnified Parties from and against any and all losses, damages, awards, fines, expenses, penalties, judgments, settlements, or liabilities of whatever nature, including but not limited to court costs and attorney fees (collectively, "Liabilities"), arising out of or in any way related to any claim, action or proceeding subject to subpart (a) above, regardless of how a court apportions any such Liabilities as between the Permittee, the County, and/or third parties.
- c. Except with respect to claims, actions, proceedings, and Liabilities resulting from an Indemnified Party's sole active negligence or intentional misconduct, the Permittee shall also indemnify, defend (at Permittee's sole expense with legal counsel acceptable to County), and hold harmless the Indemnified Parties from and against any and all claims, actions, proceedings, and Liabilities arising out of, or in any way related to, the construction, maintenance, land use, or operations conducted pursuant to this CUP, regardless of how a court apportions any such Liabilities as between the Permittee, the County, and/or third parties. The County shall promptly notify the Permittee of any such claim, action, or proceeding and shall cooperate fully in the defense.
- d. Neither the issuance of this CUP, nor compliance with the conditions hereof, shall relieve the Permittee from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of this CUP serve to impose any liability upon the Indemnified Parties for injury or damage to persons or property.

12. Invalidation of Condition(s)

If any of the conditions or limitations of this CUP are held to be invalid in whole or in part by a court of competent jurisdiction, that holding shall not invalidate any of the remaining CUP conditions or limitations. In the event that any condition imposing a fee, exaction, dedication, or other mitigation measure is challenged by the Permittee in an action filed in a court of competent jurisdiction, or threatened to be filed therein, the Permittee shall

be required to fully comply with this CUP, including without limitation, by remitting the fee, exaction, dedication, and/or by otherwise performing all mitigation measures being challenged. This CUP shall continue in full force unless, until, and only to the extent invalidated by a final, binding judgment issued in such action.

If a court of competent jurisdiction invalidates any condition in whole or in part, and the invalidation would change the findings and/or the mitigation measures associated with the approval of this CUP, at the discretion of the Planning Director, Planning Commission, may review the Project and impose substitute feasible conditions/mitigation measures to adequately address the subject matter of the invalidated condition. The Planning Commission shall make the determination of adequacy. If the Planning Commission cannot identify substitute feasible conditions/mitigation measures to replace the invalidated condition and cannot identify overriding considerations for the significant impacts that are not mitigated to a level of insignificance as a result of the invalidation of the condition, then this CUP may be revoked.

### 13. Consultant Review of Information and Consultant Work

The County and all other County permitting agencies for the Project have the option of referring any and all special studies that these conditions require to an independent and qualified consultant for review and evaluation of issues beyond the expertise or resources of County staff.

Prior to the County engaging any independent consultants or contractors pursuant to the conditions of this CUP, the County shall confer in writing with the Permittee regarding the necessary work to be contracted, as well as the estimated costs of such work. Whenever feasible, the County will use the lowest responsible bidder or proposer. Any decisions made by County staff in reliance on consultant or contractor work may be appealed pursuant to the appeal procedures contained in the Ventura County Zoning Ordinance Code then in effect.

The Permittee may hire private consultants to conduct work required by the County, but only if the consultant and the consultant's proposed scope-of-work are first reviewed and approved by the County. The County retains the right to hire its own consultants to evaluate any work that the Permittee or a contractor of the Permittee undertakes. In accordance with Condition No. 10 (above), if the County hires a consultant to review any work undertaken by the Permittee or hires a consultant to review the work undertaken by a contractor of the Permittee, the hiring of the consultant will be at the Permittee's expense.

### 14. Relationship of CUP Conditions, Laws, and Other Entitlements

The Permittee shall implement the Project in compliance with all applicable requirements and enactments of federal, state, and local authorities. In the event of conflict between various requirements, the more restrictive requirements shall apply. In the event the Planning Director determines that any CUP condition contained herein is in conflict with any other CUP condition contained herein, when principles of law do not provide to the

contrary, the CUP condition most protective of public health and safety and environmental resources shall prevail to the extent feasible.

No condition of this CUP for uses allowed by the Ventura County Ordinance Code shall be interpreted as permitting or requiring any violation of law, lawful rules, or regulations, or orders of an authorized governmental agency. Neither the approval of this CUP, nor compliance with the conditions of this CUP, shall relieve the from any responsibility otherwise imposed by law for damage to persons or property.

The Permittee shall obtain a business tax certificate and regulatory licenses for the operation of an agricultural office.

#### 15. Contact Person

**Purpose:** To designate a person responsible for responding to complaints.

**Requirement:** The Permittee shall designate a contact person(s) to respond to complaints from citizens and the County which are related to the permitted uses of this CUP.

**Documentation:** The Permittee shall provide the Planning Director with the contact information (e.g., name and/or position title, address, business and cell phone numbers, and email addresses) of the Permittee's field agent who receives all orders, notices, and communications regarding matters of condition and code compliance at the Project site.

**Timing:** Prior to the issuance of a Zoning Clearance for Use Inauguration, the Permittee shall provide the Planning Division the contact information of the Permittee's field agent(s) for the Project file. If the address or phone number of the Permittee's field agent(s) should change, or the responsibility is assigned to another person, the Permittee shall provide Planning Division staff with the new information in writing within three calendar days of the change in the Permittee's field agent.

**Monitoring and Reporting:** The Planning Division maintains the contact information provided by the Permittee in the Project file. The Planning Division has the authority to periodically confirm the contact information consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

#### 16. Change of Permittee

**Purpose:** To ensure that the Planning Division is properly and promptly notified of any change of Permittee.

**Requirement:** The Permittee shall file, as an initial notice with the Planning Director, the new name(s), address(es), telephone number(s), and email addresses of the new owner(s), lessee(s), operator(s) of the permitted uses, and the company officer(s). The Permittee shall provide the Planning Director with a final notice once the transfer of ownership and/or operational control has occurred.

**Documentation:** The initial notice must be submitted with the new Permittee's contact information. The final notice of transfer must include the effective date and time of the transfer and a letter signed by the new Property Owner(s), lessee(s), and/or operator(s) of the permitted uses acknowledging and agreeing to comply with all conditions of this CUP.

**Timing:** The Permittee shall provide written notice to the Planning Director 10 calendar days prior to the change of ownership or change of Permittee. The Permittee shall provide the final notice to the Planning Director within 15 calendar days of the effective date of the transfer.

**Monitoring and Reporting:** The Planning Division maintains notices submitted by the Permittee in the Project file and has the authority to periodically confirm the information consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

17. Lighting Plan

**Purpose:** To ensure lighting on the subject property is provided in compliance with Sections 8106-8.6 and 8108-5.12 of the Ventura County NCZO and to ensure the following objectives are met that lighting:

- a. avoids interference with reasonable use of adjoining properties;
- b. avoids conflict with landscape features;
- c. minimizes on-site and eliminates off-site glare;
- d. provides adequate on-site lighting for security;
- e. minimizes energy consumption; and
- f. includes devices that are compatible with the design of the permitted facility.

**Requirement:** The Permittee shall a copy of a lighting plan to the Planning Division for review and approval prior to changing any of the existing on-site lighting. The lighting plan must comply with the following:

- a. the lighting plan shall be prepared by an electrical engineer registered by the State of California;
- b. the lighting plan shall include a photometric plan and manufacturer's specifications for each exterior light fixture type (e.g., light standards, bollards, and wall mounted packs);
- c. the lighting plan shall provide illumination information for all exterior lighting such as parking areas, walkways/driveways, streetscapes, and open spaces proposed throughout the development;

- d. in order to minimize light and glare on the Project site, all parking lot lighting, exterior structure light fixtures, and freestanding light standards must be a cut-off type, fully shielded, and downward directed, such that the lighting is projected downward onto the property and does not cast light on any adjacent property or roadway; and,
- e. light emanation shall be controlled so as not to produce excessive levels of glare or abnormal light levels directed at any neighboring uses. Lighting shall be kept to a minimum to maintain the normal night-time light levels in the area, but not inhibit adequate and safe working light levels.

The Permittee shall bear the total cost of the review and approval of the lighting plan. The Permittee shall install all exterior lighting in accordance with the approved lighting plan.

**Documentation:** The Permittee shall submit a copy of a lighting plan to the Planning Division for review and approval.

**Timing:** The Permittee shall obtain the Planning Division's approval of the lighting plan prior to the issuance of a Zoning Clearance for Use Inauguration. The Permittee shall maintain the lighting as approved in the lighting plan for the life of the Project.

**Monitoring and Reporting:** The Planning Division maintains a stamped copy of the approved lighting plan in the Project file. The Permittee shall ensure that the lighting is installed according to the approved lighting plan prior to occupancy. The Building and Safety Inspector and Planning Division staff have the authority to ensure that the lighting plan is installed according to the approved lighting plan. Planning Division staff has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

#### 18. Availability of Parking Spaces

**Purpose:** To ensure compliance with Section 8108-3 of the Ventura County NCZO.

**Requirement:** The Permittee shall ensure that the required seven (7) motor vehicle parking spaces (including accessible spaces) remain continuously available for their intended parking use and are not used for merchandise display, storage, vehicle repair, or any other unauthorized use. The Permittee shall maintain the required parking area as illustrated on the approved site plan. This maintenance requirement includes, but is not limited to, the number of parking spaces, curbs, directional markings, accessible parking symbols, screening, sight distance, surfaces, signs, striping, lighting fixtures, landscaping, and trash and recyclables enclosures.

**Documentation:** A stamped copy of the approved site plan.



**Timing:** The Permittee shall install all components of the required parking area as indicated on the approved site plan prior to occupancy and shall maintain the required parking area as illustrated on the approved site plan for the life of the Project.

**Monitoring and Reporting:** The Planning Division maintains a stamped copy of the approved site plan provided by the Permittee in the Project file. The Building and Safety Inspector and Planning Division have the authority to inspect the site to ensure compliance with the approved site plan prior to occupancy. Planning Division staff has the authority to conduct periodic site inspections to ensure ongoing compliance with this condition consistent with the requirements of Section 8114-3 of the Ventura County NCZO.

### **Environmental Health Division (EHD) Conditions**

#### 19. Existing OWTS General Notice

**Purpose:** To demonstrate compliance with State and local regulations related to the design and installation of an onsite wastewater treatment system (OWTS). Only domestic waste as defined in the Ventura County General Plan and the Ventura County Building Code Ordinance may be discharged into the on-site sewage disposal system.

**Requirement:** Permittee shall maintain all OWTS components in good working order to prevent system failure and creation of a public nuisance. Permittee is required to obtain the approval of the Ventura County Environmental Health Division (EHD) prior to changing and/or modifying the OWTS, repairing components of the OWTS, expanding the footprint of a structure, adding plumbing fixtures, or adding a new structure.

**Ongoing Maintenance:** Once the OWTS has been installed and finalized by EHD, it is the owner's responsibility to properly maintain the system to prevent OWTS failure or an unauthorized sewage release, and from creating a public nuisance, health concern, or impact the environment. The septic tank shall be serviced, as needed, by a septic pumper truck registered and permitted by Ventura County EHD, and all pumping activities shall be reported to EHD. All septage wastes must be disposed of in an approved manner. EHD staff will also receive and respond to any complaints related to OWTS and/or unauthorized sewage releases.

### **PUBLIC WORKS AGENCY (PWA) CONDITIONS**

#### **Watershed Protection Conditions**

#### 20. Notice of Flood Hazard Recorded on Property Title

**Purpose:** To comply with the Ventura County General Plan Policy HAZ-2.5 to inform existing and future owners of the subject property that the site, in whole or in part, is currently mapped by the Federal Emergency Management Agency (FEMA) as being in a

Special Flood Hazard Area.

**Requirement:** The Permittee shall, with the assistance of the Ventura County Public Works Agency Floodplain Manager, have recorded on the title of the subject property a Notice of Flood Hazard.

**Documentation:** A Notice of Flood Hazard deemed satisfactory to the Ventura County PWA Floodplain Manager.

**Timing:** The Notice of Flood Hazard shall be recorded on title of the subject property by the Permittee prior to issuance of a Zoning Clearance for Use Inauguration.

**Monitoring and Reporting:** A copy of the recorded Notice of Flood Hazard shall be provided to the Building and Safety Department as well as maintained in the case file by the PWA.

## **OTHER AGENCY CONDITIONS**

### **Ventura County Fire Protection District (VCFPD) Conditions**

#### 21. Fire Code Permits (Satisfied)

**Purpose:** To comply with the requirements of the Ventura County Fire Code.

**Requirement:** The Permittee shall obtain all applicable Fire Code permits.

**Documentation:** A signed copy of the Fire Code permit(s).

**Timing:** The Permittee shall submit a Fire Code permit application along with required documentation/plans to the VCFPD for approval before final occupancy, installation and/or use of any item/system requiring a Fire Code permit.

**Monitoring and Reporting:** A copy of the approved Fire Code permits shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that the requirements of the Fire Code permit are installed according to the approved plans. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the conditions of the Fire Code permit for the life of the development.

#### 22. Access Road Improvement (Satisfied)

**Purpose:** To ensure that adequate fire department access is provided in conformance with current California State Law and Ventura County Fire Protection District Ordinance.

**Requirement:** The Permittee shall provide a minimum 20-foot wide paved (asphalt or concrete) access road along the property frontage of the Project site. All access road improvements shall be within the recorded access easements or upon this parcel or within

newly created and recorded access easements. Parking is prohibited on the required access road.

**Documentation:** A stamped copy of the approved access plan.

**Timing:** The Permittee shall submit an access plan and proof of recorded access easements to the VCFPD for approval before the issuance of building permits. All required access shall be installed before occupancy.

**Monitoring and Reporting:** A copy of the approved access plan shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that the access is installed according to the approved plans prior to start of combustible construction. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the access for the life of the development.

23. Vertical Clearance (Satisfied)

**Purpose:** To ensure that adequate fire department access is provided in conformance with current California State Law and Ventura County Fire Protection District Ordinance.

**Requirement:** The Permittee shall provide a minimum vertical clearance of 13 feet 6 inches (13'-6") along all access roads/driveways.

**Documentation:** A stamped copy of the approved access plan.

**Timing:** The Permittee shall submit an access plan to the VCFPD for approval before the issuance of building permits. All required access shall be installed before the start of combustible construction.

**Monitoring and Reporting:** A copy of the approved access plan shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that the access is installed according to the approved plans. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the access for the life of the development.

24. Access Road Gates (Satisfied)

**Purpose:** To ensure that adequate fire department access is provided in conformance with current California State Law and Ventura County Fire Protection District Standards.

**Requirement:** The Permittee shall design and install all gates along required fire access roads/driveways consistent with Fire Protection District Standards.

**Documentation:** A stamped copy of the approved gate plans.

**Timing:** The Permittee shall submit gate plans to the VCFPD for approval before the installation of any access gates. The submittal shall include a copy of zoning clearance issued by the Planning Department.



**Monitoring and Reporting:** A copy of the approved gate plan shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that access gates are installed according to the approved plans. Unless a modification is approved by the VCFPD, the Permittee, and their successors in interest, shall maintain the gates for the life of the development.

25. Address Numbers (Commercial, Industrial, Multi-Family Buildings) (Satisfied)

**Purpose:** To ensure proper premise identification to expedite emergency response.

**Requirement:** The Permittee shall install a minimum of 10-inch address numbers that are a contrasting color to the background and readily visible at night. Brass or gold-plated numbers shall not be used. Where structures are setback more than 150 feet from the street, larger numbers will be required so that they are distinguishable from the street. In the event the structure(s) is not visible from the street, the address number(s) shall be posted adjacent to the driveway entrance on an elevated post. Individual unit numbers shall be a minimum of four inches in height and shall be posted at the front and rear entrance to each unit. Additional address directional signs may be required at common building entrances and stairways.

**Documentation:** A stamped copy of an approved addressing plan or a signed copy of the Ventura County Fire Protection District's Form #126 "Requirements for Construction".

**Timing:** The Permittee shall install address numbers before final occupancy.

**Monitoring and Reporting:** A copy of the approved addressing plan and/or signed copy of the Ventura County Fire Protection District's Form #126 "Requirements for Construction" shall be kept on file with the VCFPD. The VCFPD shall conduct a final inspection to ensure that all structures are addressed according to the approved plans/form.

26. Fire Flow (Satisfied)

**Purpose:** To ensure that adequate water supply is available to the Project for firefighting purposes.

**Requirement:** The Permittee shall verify that the water purveyor can provide the required volume and duration at the Project. The minimum required fire flow shall be determined as specified by the current adopted edition of the Ventura County Fire Code and the applicable Water Manual for the jurisdiction (whichever is more restrictive).

**Documentation:** A signed copy of the water purveyor's fire flow certification.

**Timing:** Permittee shall provide to the Fire District, verification from the water purveyor that the purveyor can provide the required fire flow. If there is no map recordation, the Permittee shall submit a signed copy of the water purveyor's certification to the VCFPD for approval before the issuance of building permits.

**Monitoring and Reporting:** A copy of the fire flow certification shall be kept on file with the VCFPD.

27. Fire Department Clearance (Satisfied)

**Purpose:** To provide the Permittee a list of all applicable fire department requirements for their Project.

**Requirement:** The Permittee shall obtain VCFD Form #126 "Requirements for Construction" for any new structures or additions to existing structures before issuance of building permits.

**Documentation:** A signed copy of the Ventura County Fire Protection District's Form #126 "Requirements for Construction."

**Timing:** The Permittee shall submit VCFPD Form #126 Application to the VCFPD for approval before issuance of building permits.

**Monitoring and Reporting:** A copy of the completed VCFPD Form #126 shall be kept on file with the VCFPD. The VCFPD will conduct a final on-site inspection of the Project to ensure compliance with all conditions and applicable codes / ordinances.

28. Inspection Authority

**Purpose:** To ensure on-going compliance with all applicable codes, ordinances and Project conditions.

**Requirement:** The Permittee, by accepting these Project conditions of approval, shall acknowledge that the fire code official (Fire District) is authorized to enter at all reasonable times and examine any building, structure or premises subject to this Project approval for the purpose of enforcing the Fire Code and these conditions of approval.

**Documentation:** A copy of the approved entitlement conditions.

**Timing:** The Permittee shall provide proof to the Planning Division that VCFPD has a copy of the approved entitlement conditions prior to issuance of a zoning clearance.

**Monitoring and Reporting:** The Permittee shall allow on-going inspections by the fire code official (Fire District) for the life of the Project. A copy of the approved entitlement conditions shall be kept on file with the VCFPD. The VCFPD shall ensure ongoing compliance with this condition through on-site inspections.